

REQUEST FOR PROPOSAL

RFP No 23/2015/SMMU

Date: 25/05/2016

**Selection of
Project Management Consultant (PMC)
To implement
Area Based Development-Smart City Kochi**

Client: Cochin Smart Mission Limited

Country: INDIA



DISCLAIMER

The information contained in this Request for Proposal document ("RfP") or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Cochin Smart Mission Limited (here forth referred to as CSML in this document) or any of its employees or advisers, is provided to bidders on the terms and conditions set out in this RfP and such other terms and conditions subject to which such information is provided.

This RfP is not an agreement and is not an invitation by the Employer to the prospective Consultants or any other person. The purpose of this RfP is to provide interested bidders with information that may be useful for formulation of their Proposals pursuant to this RfP. This RfP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each bidder may require. This RfP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RfP. The assumptions, assessments, statements and information contained in this RfP, may not be complete, accurate, adequate or correct. Each bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RfP and obtain independent advice from appropriate sources.

Information provided in this RfP to the consultant 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 Employer accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

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

The CSML 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 Employer is bound to select a bidder or to appoint the Selected bidder, as the case maybe, for the Consultancy and the CSML reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

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1. Introduction

1.1. Background

- 1.1.1. Kochi City was selected for priority financing under Smart City Mission by Ministry of Urban Development (MoUD), Government of India. Thereafter, the Local Self Government (Urban Affair) Department and Kochi Municipal Corporation (PMC) has jointly incorporated a Special Purpose Vehicle (SPV) company called Cochin Smart Mission Limited (CSML), under the Companies Act 2013, solely for the purpose of implementing the Smart City proposal. CSML is owned by the Government with equal shareholding from the Government of Kerala and the Kochi Municipal Corporation (KMC). The Board of CSML is chaired by the Chief Secretary of Government of Kerala and will have 15 members including the Mayor & Secretary as the representatives of KMC, representatives of the State and Central Government as well as independent Directors.
- 1.1.2. CSML will receive funding from Government of India and the State Government/KMC for implementing projects under *Smart City Proposal* of Kochi city. The CSML is implementing *Area Based Development* in Kochi city under Smart City Mission. The Kochi Smart City Proposal can be downloaded from Smart Kochi link of the website of KMC (<https://cochinmunicipalcorporation.kerala.gov.in>). Given the wide range of technical and sector specific expertise required to implement the smart city projects, CSML shall be supported by a team of consultants for strategic, technical and project management support.

1.2. Request for proposals

CSML intends to select the Project Management Consultants (PMC) to provide Technical advisory and Project Management Support to CSML for implementing projects under Area Based Development (ABD), through an open competitive bidding process in accordance with the procedure set out herein. In this regard, CSML invites proposals from interested and eligible firms to provide the consultancy services as detailed in this RFP.

1.3. Due diligence by bidders

- 1.3.1. Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit or sending written queries to CSML, and attending a Pre-Proposal meeting on the date and time specified in this RFP.
- 1.3.2. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the bidder's Proposal.

1.4.1. RFP document can be downloaded from the website of www.ksudp.org.

1.4. Validity of the proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Submission Date

1.5. Schedule of selection process and other details

S No	Information related to bid process	Details
1	Publication of Request for Proposal	25/05/2016
2	Proposal Processing fee	Rs. 10,000/-
3	Submission deadline	04/07/2016; 3:00 pm
4	Bid validity period	120 days from the submission date
5	Last date for submission for queries for clarification to CSML	15/06/2016
6	Issuing Authority	On behalf of Cochin Smart City Mission : Mission Director , Smart Cities Mission & Secretary, Local Self Government (UA) Department, Government of Kerala
	Contact person	Sri. Amit Meena I A S Managing Director Cochin Smart City Limited (CSML) smarkochikmc2015@gmail.com
7	Pre-proposal meeting – Date and time	17/05/2016 ; 11:00 am

8	Opening of Technical Proposal - date, time and venue	Date and time: 4/07/2016; 4:00 <i>State Mission Management Unit Vipanchika Annexe Althara Nagar, Vellayambalam, Sasthamangalam P O Thiruvananthapuram</i>
9	Opening of Financial Proposal	To be intimated to the qualified bidders
10	Letter of Award (LoA)	In due course
11	Signing of agreement	In due course

1.6. Communications and address

All communications, including proposal documents should be addressed to:

Mission Director- Smart Cities Mission

State Mission Management Unit
Vipanchika, (TCXV/166), Althara Nagar ,
Vellayambalam, Sasthamangalam P O
Thiruvananthapuram - 695010
Kerala (INDIA)
#0471-2725300

E mail ID:-smarkkochikmc2015@gmail.com

All communications including the bid envelopes should contain the following information:

RFP No 23/2015/SMMU , Project Management Consultant (PMC) to implement Area Based Development -Smart city Kochi

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Introduction	<p>1.1 The CSML intends to select a Consultant based on the selected under Quality and Cost Based Selection method (QCBS) (Time Based- Linked with Performance) and in a Proposal format as described in this RFP.</p> <p>1.2 The bidders are invited to submit a 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 and ultimately signing the Contract with the selected Consultant.</p> <p>1.3 The Consultants should familiarize themselves with the local conditions and take them 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.</p> <p>1.4 The CSML 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>
2. Conflict of Interest	<p>2.1 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>2.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impact sits 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 Cochin Smart Mission Limited.</p> <p>2.2.1 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

	<p>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.</p>
b. Conflicting assignments	<p>(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</p>
c. Conflicting relationships	<p>(iii) <u>Relationship with the Client’s staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.</p>
3. Unfair Competitive Advantage	<p>3.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.</p>
4. Corrupt and Fraudulent Practices	<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, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the client to inspect all accounts, records, and other documents relating to the</p>

	submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Client.
5. Eligibility	<p>5.1 The Client permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services.</p> <p>5.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements as established by the client.</p>
B. Preparation of Proposals	
7. General Considerations	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. Cost of Preparation of Proposal	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. Language	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the Data Sheet .
10. Documents Comprising the Proposal	<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 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</p>

	form (Section 4).
11. Only One Proposal	11.1 The Consultant (including the individual members of any Joint Venture, if Joint venture allowed as indicated in the Data Sheet) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant’s staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet .
12. Proposal Validity	12.1 The Data Sheet indicates the period during which the Consultant’s Proposal must remain valid after the Proposal submission deadline. 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price. 12.3 If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.
a. Extension of Validity Period	12.4 The Client will make its best effort to complete the negotiations within the proposal’s validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals’ validity. 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts. 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
b. Substitution of Key Experts (Expert Pool, Resource Pool and Deputy Team	12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and

<p>Leader)at Validity Extension</p>	<p>experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</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 any 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 14th June 2016. 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 style="padding-left: 40px;">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 amendment shall be uploaded on the clients 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 style="padding-left: 40px;">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>13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modificationsto the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p>14. Preparation of Proposals –</p>	<p>14.1 While preparing the Proposal, the Consultant must give</p>

<p>Specific Considerations</p>	<p>particular attention to the following:</p> <p>a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture/Consortium if indicated in the Data Sheet, it may do so with eligible Consultants. The members of the Consortium shall enter into a MoU for Joint Bidding and Power of Attorney on the name of lead partner for the purpose of making the Application and submitting a Bid . The MoU for Joint Bidding and Power of Attorney is to be submitted along with the Application. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract Agreement. If Consultants associate with each other, any of them can be a lead member.</p>
<p>15. Qualification Documents, Technical Proposal Format and Content</p>	<p>15.1 The Qualification Documents and Technical Proposal shall not include any financial information. A Qualification Documents and Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.1.1 Consultant shall not propose alternative Key Experts. 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>
<p>16. Financial Proposal</p>	<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 Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.</p>
<p>a. Price Adjustment</p>	<p>16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.</p>

b. Taxes	16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet . Information on taxes in the Client’s country is provided in the Data Sheet .
c. Currency of Proposal	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet . If indicated in the Data Sheet , the portion of the price representing local cost shall be stated in the national currency.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency of client’s country.
17. Earnest money Deposit	<p>17.1 An EMD amount as indicated in the Data Sheet in the form of demand draft (DD) 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>
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 Employer 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 Processing Fee shall be paid through Demand draft drawn in favour of the Client. b. The Bid Processing Fee is Non-Refundable <p>19.2 The Proposal, which does not include the bid processing</p>

	fees, would be rejected as non-responsive.
C. Submission, Opening and Evaluation	
20. Submission, Sealing, and Marking of Proposals	<p>20.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission shall be done in Physical form (hard Copy).</p> <p>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.</p> <p style="padding-left: 40px;">a) A Proposal submitted by a Joint Venture shall be accompanied by the 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.</p> <p>20.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>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.</p> <p>20.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “Technical Proposal”, “[Name of the Assignment]”, reference number, name and address of the Consultant, and with a warning “Do Not Open until <i>[insert the date and the time of the Technical Proposal submission deadline]</i>.”</p> <p>20.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “Financial Proposal” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “Do Not Open</p>

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

	<p>With The Technical Proposal.”</p> <p>20.7 The sealed envelopes containing the Qualification Documents, Technical and Financial 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>20.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>20.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</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>18.1 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>18.2 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 appropriated by the</p>

	<p>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 5% (five 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. 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> <p>23.3 the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members;</p> <p>23.4 the presence or absence of a duly sealed envelope with the Financial Proposal;</p> <p>23.5 any modifications to the Proposal submitted prior to proposal submission deadline; and</p> <p>23.6 Any other information deemed appropriate or as indicated in the Data Sheet.</p>
<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</p>

	<p>concluded.</p> <p>24.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Qualification documents, Technical and Financial Proposals.</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. Financial Proposals for QBS</p>	<p>26.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p>26.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p>
<p>27. Public Opening of Financial Proposals (for QCBS, methods)</p>	<p>27.1 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. 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</p>

	<p>choice.</p> <p>27.2 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 Consultants who submitted Proposals and/or uploaded on the Client’s web site.</p>
28. Correction of Errors	<p>28.1 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.</p>
a. Time-Based Contracts/ Time based Contract linked with Performance	<p>a) If a Time-Based contract linked with performance form is included in the RFP, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p>
29. Taxes	<p>29.1 The Client’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the Client’s country in accordance with the instructions in the Data Sheet.</p>
30. Conversion to Single Currency	<p>30.1 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.</p>

<p>31. Combined Quality and Cost Evaluation</p>	<p>a. Quality- and Cost-Based Selection (QCBS)</p> <p>31.1 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.</p>
<p style="text-align: center;">D. Negotiations and Award</p>	
<p>32. Negotiations</p>	<p>32.1 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.</p> <p>32.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative.</p>
<p>a. Availability of Key Experts</p>	<p>32.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>32.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. 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>b. Technical negotiations</p>	<p>32.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
<p>c. Financial</p>	<p>32.6 The negotiations include the clarification of the</p>

<p>negotiations</p>	<p>Consultant's tax liability in the India and how it should be reflected in the Contract.</p> <p>32.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>32.8 In the case of a Time-Based linked with Performance contract, unit rates negotiations shall not take place.</p>
<p>33. Conclusion of Negotiations</p>	<p>33.1 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>33.2 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>34. Award of Contract</p>	<p>34.1 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>34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>

E. Data Sheet

A. General	
ITC Clause Reference	
2.1	<p>Name of the Client: <i>Cochin Smart Mission Limited (CSML)</i> represented by Mission Director, Smart Cities Mission, Government of Kerala</p> <p>Method of selection: Quality and Cost Based Selection (80:20).</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: Selection of Project Management Consultant (PMC) to implement Area Based Development-Smart city Kochi</p>
2.3	<p>A pre-proposal meeting will be held: Yes</p> <p>Date: 17th June 2016 Time: 11.00 am Venue: Kochi, <i>details will be intimated later</i> Coordinator : Sri. Amit Meena I A S, Managing Director, CSML</p>
F	<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 Kochi City can be downloaded from government of India's Smart City website under city challenge link (http://smartcities.gov.in/winningCityp1.htm). The Consultants are requested to study the document in detail. Also refer to section 5</p>
B. Preparation of Proposals	

<p>9.1</p>	<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>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.</p>
<p>10.1</p>	<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) Financial Qualification Forms (4) Technical Qualification Forms (5) Affidavit Certifying that Consultant (Consulting Firm)/ Director(s) of Consulting Firm are not Blacklisted. <p>AND</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>2nd Inner Envelope (Envelop-B)</p> <ul style="list-style-type: none"> (1) TECH-1 (2) TECH-2 (3) TECH-3 (4) TECH-4 (5) TECH-5 (6) TECH-6 <p>AND</p> <p>3rd Inner Envelope with the Financial Proposal (if applicable):</p> <ul style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)
<p>10.2</p>	<p>Statement of Undertaking is required : Yes</p>
<p>11.1</p>	<p>Joint venture (JV) is Allowed</p>

	<p><i>Number of partners shall not be more than 3 in JV.</i></p> <p>Participation of Key Experts and Non-Key Experts in more than one Proposal is permissible : Yes</p>
12.1	Proposals must remain valid for 120 (One twenty) calendar days after the proposal submission deadline.
12.9	<p>i) During the 1st year of the project duration the Consultant may change 2 key experts and in such case, a replacement of Key Expert shall have equal or better qualifications and experience and from the same region (international experts shall be replaced only with international experts.) of than those of the originally proposed Key Expert. If the Consultant propose any change in the number of key experts more than 2(two) in the 1st year, an amount @10% of the professional fee quoted for that expert shall be deducted by the CSML form the invoice of the Consultant. But if the Consultant proposes the replacement of the Team leader in the 1st year, in such case the an amount @ 50% of the professional fee quoted for the Team Leader shall be deducted from the invoice of the consultant.</p> <p>(ii) During the 2nd year the project duration Consultant may change 3 key experts and in such case, a replacement Key Expert shall have equal or better qualifications and experience and from the same region (international experts shall be replaced only with international experts only) of than those of the originally proposed Key Expert. If the Consultant propose any change in the number of key experts more than the above prescribed limit in the 2nd year a an amount @ 10% of the professional fee quoted for that expert shall be shall be deducted from the invoice of the consultant. by the CSML</p>
13.1	<p>Clarifications may be requested no later than 1 (one) day prior to the pre-bid meeting date.</p> <p>The contact information for requesting clarifications is: 35. <u>Urban Infrastructure Expert</u> <u>City Mission Management Unit Mission - Kochi</u> E-mail: smartkochikmc2015@gmail.com</p>
14.1 a	NA
14.1.1	<p>Consultants may associate with</p> <p>(a) non-Qualified Consultant(s): No</p>

	Or (b) other Qualified Consultants: Yes
14.1.2	As per the Detail provided in the TOR.
15.2	The format of the Technical Proposal to be submitted is: Full Technical proposal (FTP). Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	Reimbursable Expenses: (1) <i>Office Furniture and equipment, stationery, printing etc. as per actual on submission of bills but subject to maximum limit as per Financial Proposal.</i> (2) <i>Payments made for Surveys, Mapping, technical testing etc as per actual on submission of proof of bills</i>
16.2	A price adjustment provision applies to remuneration rates : Yes.
16.3	Amount payable by the Client to the Consultant under the contract to be subject to local taxation: Yes The Client will <ul style="list-style-type: none"> ▪ Reimburse the Consultant for indirect local taxes (including service tax) and duties as per SCC Clause 39.1, 39.2 and 39.3 – Yes ▪ Reimburse the Consultant income tax paid in India on the remuneration for services provided by the non-resident staff of the consultant – No
16.4	The Financial Proposal shall be stated in the following currencies: Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies. The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes
17.1	An EMD of INR. 10,00,000.00 (Indian Rupees Ten Lakh only) in the form of DD from a Nationalized bank in India and drawn in favour of the Cochin Smart Mission Limited and payable at Kochi , must be submitted

	along with the Proposal.
19.1	Bid Documents and bid processing fee INR. 10,000.00 (Indian Rupees Ten Thousand only) shall be paid through DD in favour of the Cochin Smart Mission Limited and payable at Kochi .
C. Submission, Opening and Evaluation	
20.1	<p>The Consultants shall submit their Proposals in Physical form (Hard Copy) as per clause 20.4 of the data Sheet.</p> <p>a) The original proposal, both technical and Financial 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.</p> <p>b) 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. The 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 authority shall be placed into an outer envelope and sealed physically as well as digitally as applicable. The technical proposal, EMD, power of authority, document fee and processing fee shall be submitted in Physical form (3 hard copies).The Financial Proposal shall be placed in a separate sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the Assignment/job. This outer envelope of the physical submission shall bear the submission address, name of assignment/reference number be clearly marked “DO NOT OPEN, BEFORE [insert the time and date of the opening indicated in the Data sheet/key dates]”. The Employer shall not be responsible for</p>

	<p>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>c) The Proposals must be sent to the address indicated in the Data sheet and received by the Employer no later than the time and the date indicated in the Data sheet, or any extension to this. Any proposal received by the Employer after the deadline for submission shall be returned unopened.</p>
<p>20.4</p>	<p>The Consultant must submit the following:</p> <p>(a) Technical Proposal: One Original and 2 copies of the original Proposal , EMD, Power of Authority, cost of bid documents and processing fee.</p> <p>(a) Financial Proposal: One Original proposal.</p>
<p>20.7 and 20.9</p>	<p>The Proposals must be submitted no later than:</p> <p>Date: 5th July 2016 Time: 16.00</p> <p>The Proposal submission address is:</p> <p>Mission Director- Smart Cities Mission State Mission Management Unit Vipanchika Annexe, (TC XV/166) , Althara Nagar , Vellayambalam, Sasthamangalam P O Thiruvananthapuram -695010 Kerala (INDIA) #0471-2725300</p>
<p>23.1</p>	<p>The opening shall take place at: “Same as the Proposal submission address”</p> <p>Street Address:</p>

	<p>Mission Director- Smart Cities Mission State Mission Management Unit Vipanchika Annexe, (TC XV/166) , Althara Nagar, Vellayamabalam, Sasthamangalam P O Thiruvananthapuram -695010 Kerala (INDIA) #0471-2725300</p> <p>Date: 11th July 2016 Time: 15:00 local time</p>
23.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals N/A</p>
25.1	<p>Pre -Qualification Documents (Envelop A):</p> <ol style="list-style-type: none"> 1. Registration: <ol style="list-style-type: none"> 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. 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. 2. Financial Eligibility : <ol style="list-style-type: none"> a. Minimum Average Annual Turnover from Consultancy Services: Indian Rupees (INR) 15 (Fifteen) Crore in the last three financial years 2012-13, 2013-14 and 2014-15. 3. Technical Eligibility: The Consultant shall over the past 10 (ten) years preceding the Proposal submission date, demonstrate experience in assignments as providing Project Development/ Project management/project Design & Supervision/ Project Design, Supervision and Management consultancy services for at-least three City/ Area Based Development Projects (TP Schemes/ Old city redevelopment projects/ Special Economic Zone/ Industrial Zones project/

Heritage Management/City Level Infrastructure Service) for a city having minimum population of 100,000 (1 lakh) and having an area of minimum 60 sq km with a consultancy value of minimum Rs.3 Crs in India.

The Consultants whosoever qualify in pre-qualification , their Technical bids shall be evaluated as follows:

Technical Proposal (Envelop B)

Point system for the evaluation of Technical Proposal.

S No	Description	Maximum Points
(A)	Specific experience of the Consultant (as a Firm) relevant to the assignment	150
(B)	Adequacy and quality of the proposed methodology, and work plan in responding to the terms of Reference (TORs)	150
(C)	Key professional staff qualifications and competence for the assignment	200
TOTAL		500

The minimum technical score (St) required to pass/qualify is: 400
(Also, the minimum qualifying score for each category is of 65%)

Technical Proposal – sub criteria for evaluation.

Criteria, sub-criteria,

S No	Description	Maximum Points
A	Specific experience of the Consultant (as a Firm) relevant to the assignment	150
Experience in assignments as providing Project Development/ Project management/project Design & Supervision/ Project Design, Supervision and Management consultancy services at governmental levels (Central/State/Municipal/Public Sector Undertaking in India or abroad)		
<i>Sub criteria</i>		Marks
<i>a. Experience in Urban Planning Projects (TP schemes/ Urban renewal/ Old area redevelopment project/ City development project/ Heritage management/ GIS based</i>		30

	<i>land use planning/ etc) (3 projects – 10x3 =30 marks)</i>	
	<i>b. Experience in Urban infrastructure projects (Sewerage/ Septage management/ Storm water drainage/underground cabling/ road construction etc) (3 projects= 10X3 =30 marks)</i>	30
	<i>c. Experience in Urban Transport planning projects (Multimodal- transport integration/ NMT- Pedestrianisation / BRTS/ ToD etc) (3 projects= 10X3 =30 marks)</i>	30
	<i>d. Experience in Energy management/ Energy efficiency improvement (Promotion of solar and other renewable energy) (2 projects)</i>	10
	<i>e. Experience in Environmental Conservation (Solid waste Management Environmental Impact Studies , Conservation of water Bodies/canals etc) (2 projects=10X2)</i>	10
	<i>f. Experience in E- Governance/Smart infrastructure technical Solutions (Development of citizen database preparation, applications for governance etc). (3 projects 15=3X5)</i>	15
	<i>g. Experience in planning/design/project management of Inclusive planning projects (poverty alleviation/ affordable housing/slum improvement etc) (2projects 10=2X5)</i>	10
	<i>h. Experience in Public Finance (Credit rating, Issuing Municipal bonds, Municipal Financial Assessment/ Financial Modeling in Urban Infrastructure and PPP. etc) (3projects)</i>	15
	Sub TOTAL	150
(B)	Adequacy and quality of the proposed methodology, and work plan in responding to the terms of Reference (TORs)	150
	Sub Criteria	
	(a) Technical Approach, Methodology including Presentation ² –100 Marks	
	(b) Work Plan – 25 Marks	
	(c) Organization and Staffing – 25 Marks	

²For Technical approach and methodology presentation Consultants whosoever shall qualify in the qualification documents shall be informed electronically in writing regarding the date of presentation.

The Client will assess whether the proposed methodology is clear, responds to the TORs as applied to the Smart City Proposal (SCP), work plan to analyze the SCP is realistic and implementable; overall team composition is balanced and has an appropriate skills mix to convert the SCP to modules/projects ; and the work plan has right input of Experts.

The presentation shall be made by the Team leader or deputy team leader only as per the details provided in the CVs.

C	Key professional staff qualifications and competence for the assignment <i>Each position number corresponds to the same for the Key Experts in Form TECH-6</i>	200
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Sub Criteria

Sl No		Man Months	Marks
Key Experts (Core – team)			
1	Project Manager	36	35
2	Infrastructure Specialist	36	25
3	Municipal Finance Specialist	36	15
4	Procurement Specialist	36	15
5	Monitoring and Evaluation Specialist	36	15
Project Specialist – team			
6	Urban Planner	12	25
7	Traffic/Transport planner	18	25
8	Energy Management Specialist	12	15
9	Tourism and Heritage Management Specialist	6	15
10	Social Development Specialist	24	15
Sub total			200

25

The number of points to be assigned to each of the above positions shall be determined considering the following sub-criteria and relevant percentage weights:

	<p style="text-align: center;">For all the above positions</p> <p>1) General qualifications (general education, training, and experience): 20%</p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 80%</p> <p>Total weight: 100%</p>
<p>27.1& 27.2</p>	<p>Opening of the Financial Proposals Financial proposal (Envelop C) of the firms scored a minimum of 80% (400) marks shall be opened.</p>
<p>29.1</p>	<p>For the purpose of the evaluation, the Client will exclude:</p> <p>(a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and</p> <p>(b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
<p>30.1</p>	<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 official source of the selling (exchange) rate is: <u>State Bank of India [SBI] (New Delhi) BC Selling rate of Exchange.</u></p> <p>The date of the exchange rate is: Dead line for submission of proposals specified in para 20.7 above.</p>
<p>31.1 (QCBS only)</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 = 0.8, and P = 0.2</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: $S = St \times T\% + Sf \times P\%$.</p>
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Section 3. Eligible Countries

In reference to ITC6.3, for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:**None**

Section 4. Corrupt and Fraudulent Practices

- 4.1 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.
- 4.2 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.
- 4.3 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 party³;
- (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.

³ 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.5. Terms of Reference

5.1. Background

Government of India has now announced the list of 20 cities to be taken up for development as smart cities. The cities have to now move towards transforming these plan proposals to projects.

5.2. Objective of the Assignment

The objective of the assignment is to provide direct assistance to Cochin Smart City Limited (CSML) to design develop, manage and implement, the Area Based Development (ABD) component in the Smart City Proposal.

5.3. Scope of Services

The Consultant shall support the CSML in overall implementation of Smart City projects including technical advisory and Project management consultancy. Smart City Proposal of Kochi City can be downloaded from government of India's Smart City website <http://smartcities.gov.in> under city challenge link <http://smartcities.gov.in/winningCityp1.htm>). Consultants are requested to study the document in detail. The scope of services to vary from developing, managing and implementing projects proposed under Area Based Development component. The service components are as follows.

A. PROJECT DEVELOPMENT

- i. Integrated projectisation - To review and re-verify the modules (group of projects) proposed in the smart city proposal of Kochi and regroups them into modules, in consultation with the SPV.
- ii. Review the available documents such as city development plans /strategy plans, sanitation plans. Mobility plan, re-verify feasibility study etc.
- iii. Review existing status of physical Infrastructure and other social indicators using available secondary data.
- iv. Identify requirements of surveys, studies and investigations;
- v. Spatial mapping of assets and information - Spatial Mapping of all assets in the proposed area and Integrating survey and digital information on the GIS platform
- vi. Carry out necessary surveys, investigations, situational analysis, cost benefit analysis, prepare preliminary project cost estimates.
- vii. Prepare feasibility study report of modules (group of projects) to ascertain both technical and financial viability. The feasibility report should describe the various technical options with recommendation for most appropriate option
- viii. Preparation of project development and implementation road map, project prioritization, carryout project phasing matrix and risk mitigation plan.

-
- ix. Review of land availability, rehabilitation - resettlement & environmental issues for identified projects
 - x. Coordinate with stakeholders and other departments wherever the convergence is required, to facilitate SPV like integration with AMRUT, Digital India, Skill India, Make in India etc. and develop module wise action plan for completion of work
 - xi. Identify the possibility of private / public participation in the service delivery, as feasible and applicable and prepare contract document for such packages.
 - xii. Based on the approved feasibility report prepare detailed designs report (DPR) in accordance with established engineering practices, tender drawings, and cost estimates etc..
 - xiii. For preparing DPR, the consultant to carry out all the required engineering surveys and investigations (total station / LiDAR survey, geotechnical investigation, soil survey, construction material survey, ground water investigation i.e. hydro-geological investigations, rainfall data collection, identification of underground utilities and their mapping, water sampling and analysis etc) including sufficient off-site information to allow relationship with possibly useable off-site infrastructure to be established.
 - xiv. The DPR should also include assessment of utility shifting requirements and costs estimations; preparing document required for statutory clearances and other clearances like Railway, Forest, National Highways etc. including environment management plan (EMP) and mitigation measures;
 - xv. Assist the city on technical, commercial, financial, and legal aspects of project development based on requirements.
 - xvi. Finalizing arrangement for contracting including exploring options for PPP/ Service Level Agreements / bid document;
 - xvii. Provide transaction advisory and bid process management support including preparation of bid documents, managing bid process including issuing bid invitation, addendum/corrigendum, and clarifications to the bidders queries, bid evaluation, selection of contractors, award of contract and signing of contract;

B. FINANCIAL IMPLICATIONS AND VIABILITY

- i. Identify financial implications involved in the project based on the Techno-economical estimated cost.
- ii. Identify the possibility of private/public participation in the service delivery of the project, as feasible as applicable.

-
- iii. The financial viability of the project based on different financial models viz. VGF, revenue sharing and annuity etc. shall be evaluated and most suitable model for each project shall be recommended indicating all rational.
 - iv. Assist Cochin Smart Mission Ltd in consultation for each sub project or group of sub projects as applicable, with the stakeholders to discuss the project wise scope identified and future use of the suggested solution architecture.

E. BID PROCESS MANAGEMENT FOR SELECTION OF CONTRACTORS

The bid process management shall include;

- i. Coordinate and Assist CSML in tendering process
- ii. Responsible for defining and monitoring the SLAs on behalf of the SPV
- iii. Coordinate Bid Process Management
- iv. Support in evaluation of bids and selection of SI

F. PROJECT FACILITATION AND IMPLEMENTATION (CONSTRUCTION SUPERVISION AND CONTRACT MANAGEMENT)

During the project implementation of the module(s) (group of projects), the Consultant shall:

- i. Assist CSML in third Stage consultation during construction of modules, as applicable, with the stakeholder to discuss the Detailed Design report and prepare minutes for recording and circulation
- ii. Providing advice and guidance to the CSML for modern procedures and guidelines for project implementation and management in general.
- iii. Arrange and coordinate multi Stage Consultation proposed under the project and accordingly ensure modification of the project components.
- iv. Contract administration and Management of the modules;
- v. Interpretation of the technical specifications for each Module
- vi. Supervise and monitor construction work of each contract module;
- vii. Assist the CSML in interim and final certification of the bills of payment;
- viii. Furnish the detailed construction drawings as necessary during continuance of the contract or checking and approving shop drawings of contractor for implementation, as required;

-
- ix. Assistance for resolution of all contractual issues including examining the contractor's claims for variations/ extensions or additional compensations etc and prepare recommendations for approval by the Cochin Smart Mission Ltd;
 - x. Assist third party inspections, if necessary, as decided by Cochin Smart Mission Ltd at implementing agency's lab.;
 - xi. Assist 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.
 - xii. Checking and issuance for execution of contractors' design and drawings for lump sum turnkey contracts and review the project documents and give recommendations for approvals as required for PPP projects.
 - xiii. Review and finalize the "as built" drawings submitted by Contractor;
 - xiv. Assist in issue of completion certificates;
 - xv. Inspect the works at appropriate intervals during defect liability period and certification issue;
 - xvi. Prepare on behalf of CSML 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 State Government;
 - xvii. Develop and maintain management information system (MIS) to track project progress and generate MIS progress reports including physical and financial progress.
 - xviii. Develop and implement procedure for timely payments to the hired implementing agency/agencies and monitor for compliance.
 - xix. Support in overall Project Management and coordination with implementing agencies, government agencies, private players, technology service providers and others.
 - xx. Support in documentation and presentation of outputs

F. PROJECT IMPLEMENTATION SUPPORT FOR PAN CITY SOLUTIONS

The project implementation support shall include

- i. Project Management Activities
 - a) Coordinate with the line departments to Develop the project plan and project charter
 - b) Coordinate workshops and discussion meetings between SPV, State IT Department, State Line Departments, Municipal Corporation Officials, SI and MoUD / (GoI).
 - c) Co-ordinate DPR submissions/approvals
 - d) Coordinate with the line departments to Prepare Capacity building plan, Change Management Plan etc
 - e) Identify the legal changes required and assist in drafting and issuance of Government Orders etc
 - f) Ensure that the technology standards, guidelines & frameworks are adhered to during implementation.

5.4. Team Composition & Qualification Requirements

- 5.4.1. The Professional required for this assignment is categorized as **Development Professionals and Facilitation & implementation Professionals**. The Facilitation and Implementation professionals will provide full person months' time. The input of the Development Professionals shall be on the need basis of the project(s). The Development Professionals can give their inputs for the work from their home and project (field) office as per the requirements.
- 5.4.2. Based on the scope of work, the Consultant shall assess the actual requirement of the Professionals for carrying out the assignment for different project proposed under Area Based Develop in the *Kochi Smart City Proposal* during the course of the assignment. A reasonable size team of support staff like support design engineers, quantity surveyors, draft men, Junior analyst, field engineers etc. shall also be required to support the professionals. The Consulting firm may deploy the additional staff as per requirement of the project(s). The additional fee shall not be paid for the deployment of any additional staff/professional. It is assumed that the fee of the support staff/additional staff has been included in the consultancy fee.
- 5.4.3. The broad indicative team requirement of professionals has been indicated below (the team composition is generalized. The consulting firm may review the

composition (position required, no of professionals and man month of each professional and finalize as per the requirement of the project(s)/ module(s)

- 5.4.4. The CVs of the professionals shall be provided with the technical proposal. However the CVs of the facilitations and development professionals shall only be evaluated for technical score.

Sl. No	Position	Qualifications &Skills	Minimum Experience
Facilitation and Implementation Professionals (CVs shall be evaluated for Technical score in technical evaluation)			
1.	Project Manager	Master's Degree in Construction Management/ Business Administration/ Planning with Bachelor's Degree in Engineering /Architecture	<ul style="list-style-type: none"> • 20yrs experience in Urban Sector • Experience of Project Management in Urban Infrastructure Works • Experience as Team leader/ Deputy Team leader for minimum 5 projects. • Knowledge of urban development policies, issues and Project experience
2.	Urban Planner	Master's Degree in Planning with Bachelor in Engineering/Architecture	<ul style="list-style-type: none"> • Minimum 15 years' experience in Urban planning projects. • Experience in GIS based land use planning, preparing Master Plan/CDP/SCP etc • Experience in developing Development Control Regulations • Knowledge of land management tools like land pooling, TDR etc
3.	Infrastructure Specialist– Sanitation	Master's Degree in Environmental Engineering/ Equivalent	<ul style="list-style-type: none"> • Minimum 15years' experience in Sanitation Sector • Experience in citywide sewerage/septage planning and implementation. • Knowledge of urban development issues and Project experience.

4.	Transport Planner	Master's Degree in Transportation Planning/ Transportation Engineering/ Highway Engineering/ Highway Planning	<ul style="list-style-type: none"> • Minimum 15years experience in Transport Projects • Experience in preparation and implementation of transportation and traffic planning projects. • Experience in projects like ToD, CMP, NMT • Knowledge of urban development issues and urban governance in Kerala
5.	Energy Management Specialist	B-Tech in Electrical/ Power Engineering / related sector	<ul style="list-style-type: none"> • Minimum 10 years of experience in power projects viz., planning/designing for power generation, transmission and distribution. • 5 years' experience in energy management projects • Experience in working with Government agencies.
6.	Tourism and Heritage Management Expert	Master's Degree in Urban Planning/ Design/Architecture/Conservation or equivalent	<ul style="list-style-type: none"> • Minimum 10 years' experience in heritage tourism projects. • Experience in planning and implementation of tourism projects • Knowledge of GIS
7.	Monitoring and Evaluation Specialist	Master's Degree in Project Management/ Business Administration/ Urban Planning/ Engineering or equivalent	<ul style="list-style-type: none"> • Minimum 10 years' relevant experience in project monitoring • Minimum 5 years' experience in Urban section in project monitoring& evaluation, impacts assessments, • Experience in working with the ULB or similar institution for implementation e governance projects
8.	Social Development Specialist	PhD in Social Work/Sociology/Development Studies/ equivalent in social development disciplines	<ul style="list-style-type: none"> • Minimum 10years' experience in Urban Poverty Alleviation/ Development projects. • Experience in urban social welfare projects/ community mobilization/ Social Development Sub-Plan • Experience in designing and implementation of capacity building programmes in Urban area

9.	Procurement Specialist	Degree in Engineering/ Management/ law / Business Administration or Equivalent	<ul style="list-style-type: none"> • 10 years of experience in the area of public procurement • Experience in construction contract procurement /management in infrastructure projects. • Knowledge of state purchase Manuel
10.	Urban Finance Specialist	Master's Degree in Finance/ Economics/ Chartered Accountant/ Commerce/ ICWA / Post Graduate in Economics with specialization in Public Finance.	<ul style="list-style-type: none"> • Minimum 10 years relevant experience. • Experience of municipal finance analysis, municipal budgeting and accounting and financial projections. • Experience in working with ULB • Experience in Financial Modelling in Urban Infrastructure and PPP.
Development Professionals/ Support Staff for Facilitation and Implementation of Projects : The CVs shall not be submitted . But at the time of appointment CVs shall be approved from the Smart City/SPV.			
a	Urban Planner	<ul style="list-style-type: none"> • Post graduation in Urban Planning 	<ul style="list-style-type: none"> • 5-7 years' experience in integrated land use planning • Experience in GIS based land use planning, preparing Master Plan/CDP/SCP etc • Experience developing Development Control Regulations • Knowledge of land management tools like land pooling, TDR etc • experience in Urban research
b	Construction Manager	<ul style="list-style-type: none"> • Graduate in Civil Engineering 	<ul style="list-style-type: none"> • 10 years' experience in construction management of Urban Service delivery projects (Water Supply/ Sewerage/ Drainage / Drainage/ Solid Waste Management). • Knowledge of different construction methodologies. • Knowledge of latest Project Management tools
c	Structural Engineer	Masters in Structural Engineering	<ul style="list-style-type: none"> • 10 Years in Structural Engineering. • Should have the experience in structural design of infrastructure projects.

d	Assistant Construction Manager	<ul style="list-style-type: none"> Graduate in Engineering 	<ul style="list-style-type: none"> 5 years' experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management)
e	Support Engineer	<ul style="list-style-type: none"> Degree/Diploma in relevant branch 	<ul style="list-style-type: none"> Degree in (relevant branch) Engineering with 2 years' experience Or Diploma in (relevant branch) Engineering with 4 years' experience
f	Sr. Business Analyst/ BPR Specialist	Degree in Engineering with MBA(Finance) / CA/CFA or equivalent	<ul style="list-style-type: none"> Minimum 10 years' experience in project funding, structuring of Worked in similar capacity for at least 7 years. Should have worked on at least 1 (one) urban project in government sector in similar capacity.
g	Water Supply Expert	Degree in Civil Engineering with Post Graduation in PHE / Environment Engineering	<ul style="list-style-type: none"> 15 years' experience of water supply projects Design and restructuring of water supply / distribution network projects Experience in Operation & Maintenance of Urban Water Supply schemes.
h	Waste Water Expert	Masters Environmental Engineering/ Degree in Civil Engineering	<ul style="list-style-type: none"> 15 years of experience on water sourcing, planning & management of water supply and waste water projects including recycle and reuse of waste water and rainwater harvesting
i	Utility Engineer	Degree in Civil/ Mechanical Engineering	<ul style="list-style-type: none"> 10 years' experience in utility services.
J	Urban Designer	Masters in Urban Design/Architecture or equivalent	<ul style="list-style-type: none"> 10 years experience in Urban Designing of a heritage precinct. Experience in Transit Oriented Development <p>Experience in Local area planning,</p>

k	Landscape / pavement design Architects	Master's degree in Landscape Architecture with Degree in Architecture	<ul style="list-style-type: none"> • 10 years' relevant experience • Experience in preparation of technical requirements plans / document pavement design /street scape/ landscaping etc.
l	Affordable Housing Expert	Masters in Urban Planning/Housing	<ul style="list-style-type: none"> • 10 years experience in Urban Poverty Alleviation • Experience in affordable housing, low cost housing and cost effective construction technology, slum improvement plan preparation • Knowledge of housing finance etc
m	Communication Specialist	Masters in mass communication	<ul style="list-style-type: none"> • 10 years similar experience • Experience in management of multimedia and activities pertaining to social media
n	Environment Management expert	Postgraduate in Environmental Planning / Engineering /Environmental Sciences	<ul style="list-style-type: none"> • 10 years' experience in conducting EIA, environment modelling & preparing Environmental Management plans, Clean Development mechanism.
o	GIS & Remote Sensing Expert	<ul style="list-style-type: none"> • Degree in Geography, Planning, Architecture with Diploma/ Certificate in GIS 	<ul style="list-style-type: none"> • At least 7 years of experience in working on similar projects (i.e use of remote sensing & GIS technology in urban sector projects) • Knowledge of major GIS software products, GPS, total station, coordinate reference systems, satellite remote sensing technology and GIS applications.
P	PPP Expert	MBA (Finance) / CA/CFA or equivalent	<ul style="list-style-type: none"> • 10 years' experience in project funding, structuring of PPP projects.

q	E Governance Specialist	Master's Degree in Information Technology/ Engineering /MBA	<ul style="list-style-type: none"> • Minimum 10 years' relevant experience • Experience in working with the ULB or similar institution for implementation e governance projects • Experience in preparation of technical document for the e-Services and solution to implementing the IT related infrastructure services /e-services, networking infrastructure etc.
r	ICT Expert	Masters in Computer Application/ B-Tech in Computer Science/ IT	<ul style="list-style-type: none"> • 12 years in implementing ICT projects in Urban area.
s	Information Security Systems Expert	MCA/ B Tech / M Tech in IT with certification in CISSP/ CCSP	<ul style="list-style-type: none"> • 10 years experience in Information Security Systems and experience in government systems
t	Solution Architect	Degree in Information Technology/ Electronics Engineering or equivalent	<ul style="list-style-type: none"> • 7 years experience in similar field and experience in government systems
u	Networking & IT Infrastructure Specialist	MCA/ B Tech / M Tech in IT with certification in CCNA	<ul style="list-style-type: none"> • 7years experience in similar field and experience in government systems
v	MIS Specialist	MCA/ B Tech / M Tech	<ul style="list-style-type: none"> • 7years experience in similar field and experience in government systems

Note:

1. **The Position of professionals is illustrative and Cochin Smart Mission limited may change the requirements as per the requirement of the project.**
2. The Consultant shall deploy Support Team as per the requirement. The Support Team may also include office manager, research associates, analysts, surveyor, draughtsman, quantity surveyors, office manager etc.

5.5. Reporting Requirements and Time Schedule and Deliverables

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

5.5.1. Activity 1: Mobilization

The team leader of the consultant will initially mobilize with some project facilitation and project development professionals of the project team following notice to proceed to set up of project office and then will mobilize further manpower, equipment & peripherals.

5.5.2. Activity 2: Situation analysis report

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

- Consult the available documents such as city development plans /strategy plans, sanitation plans, mobility plans, secondary data and reports required for analyzing the existing infrastructure facilities and for designing the facilities for project etc.;
- Review existing status of physical Infrastructure based on above documents and other available secondary data, & identify data gap.
- Review of land availability, rehabilitation - resettlement & Environmental issues for identified projects
- Identify requirements of surveys, studies and investigations;
- Carry out all the required engineering surveys and investigations including sufficient off-site information to allow relationship with possibly useable off-site infrastructure to be established;
- **Spatial mapping of assets and information - Spatial Mapping of all assets in the proposed area, Integrating survey and digital information on the GIS platform**
- Assist SPV/ Urban Local Body in conducting regular meetings with all stakeholders and other government entities as required.
- Preparation of situation analysis report.

5.5.3. Activity 3: Feasibility Report

Studies shall be carried out for all the project components to ascertain both the technical and financial viability and accordingly the listing of modules shall be prepared on implementation priority basis. Such studies shall assess the technical,

social, economic and practical construction feasibility of the project components. the studies shall also look economic and financial aspects.

5.5.4. Activity 4: Detailed Project Report

After selection and approval of the scope of work under each module, the Consultants shall carry out the preliminary design of all the sub-components of the project/module to the level sufficient for estimation of capital and operations and maintenance costs to a reasonably accurate level in accordance with sound and established engineering practices. The design shall meet the techno economic aspects for the best possible solutions after considering various alternatives and shall sufficiently be detailed to ensure understanding by all stake holders and will be incorporated into the Detailed project report. The activities for the proposed project shall include preliminary designs, drawings, works technical specifications, bills of quantities, and cost estimates (Engineer's Cost) based on Schedule of Rates of the state and/or market rate analysis, along with detailed implementation plans.

5.5.5. Activity5: Bid Process Management (preparation of Bid documents and award of contract)

Based on discussions with all stakeholders and approval from the CSML, the consultant shall Prepare consolidated bid documents, technical specifications, contract drawings, final bills of quantities, EMP and any other necessary information required for successful tendering and implementation of contracts. The Bid document should be in accordance with the Government of India / State Government guidelines.

5.5.6. Activity6: Project Implementation support (Construction Supervision and Contract Management and Project Administration)

- Shall carry out all the works as per the scope of the works under ABD and smart solution projects to the satisfaction of the CSML
- Shall submit monthly & quarterly progress report in the acceptable format to the CSML

5.5.7. The estimated time duration for the consultancy services is 3 (three) years out of which 6 months period is for the activity1 to activity 5 and 30 months (two and half year) period for activity 6. The period of activity 6 is extendable upto the Smart City Mission (SCM) period with mutual consent.

5.5.8. The Consultant shall deploy its Personnel as per the proposed personnel deployment schedule.

5.5.9. The Consultant shall submit the reports for activity 1 to activity 5 in 3 (three) hard bound copies and one soft editable and pdf format and for activity 6 in 1(one) hard bound copy and 01 (one) soft editable and pdf format.

5.5.10. Time Schedule and activity wise Deliverable

The Activity wise time schedule shall be as follows

S No.	Activity wise Deliverable	Time period (T₀ date of signing of Contract) and T₁ is the date of appointment of implementing agency
1	Activity 1: Mobilization	T ₀ + 15 days
2	Activity 2 : Submission of Situation Analysis Report for Modules and its acceptance & approval by the CSML	T ₀ + 3 Months
3	Activity 3 Feasibility Study Report and its acceptance & approval by the CSML	T ₀ + 4 Months
4	Activity 4 Submission of Detailed Project Report and its acceptance & approval by the CSML	T ₀ + 5 Months
5	Activity 5 Submission Bid Documents and its acceptance & approval by the CSML	T ₀ + 6 Months
7	Activity 6 Project Implementation Support	T ₀ + 30 Months

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

1. Payments shall be made according to the following schedule:

The payment including remuneration of PMC shall be linked with the Activity wise deliverable. **The payment will be project linked for each respective module and it will be on prorate basis.** The payment shall be as follows:-

S No.	Activity wise Deliverable	Payment Schedule
	<p>The Lump- sum accepted contract amount shall be in the following proportion;</p> <p>(a) Lump-sum Accepted Contract Amount (M) (b) For Activity 1 to Activity 5 (M1) = 40% of M (c) For Activity 6 (M2)= 50% M = [insert Amount] (d) Project Completion/Project Closure (M3)= 10 % of M [insert amount]</p>	
1	Activity 1: Mobilization Advance	10 % of M
	For Activity 2 to Activity 5 payment shall be made on pro rata basis of the modules= M1 on prorate basis of modules	
2	Activity 2 : Submission of Situation Analysis Report for Modules and its acceptance & approval by the Smart City/SPV	15 % of M1
3	Activity 3 Feasibility Study Report and its acceptance & approval by the Smart City/SPV	10% of M1
4	Activity 4 Submission of Detailed Project Report and its acceptance & approval by the Smart City/SPV	10% of M1
5	Activity 5 For ABD: Submission Bid Documents and its acceptance & approval by the Smart City/SPV	5% of M1
6	For Activity 6 Monthly payment shall be pro rata basis i.e. Monthly payment = M2/18 on submission and acceptance of monthly progress report.	
7	Activity 6 Project Implementation Support Monthly payment for 30 months	M2/30 per month
8	Project Closure : On the successful completion of the project and its closure.	10% of M

Section 6:Qualification documents and Technical Proposal – Standard Forms

APPENDIX-1 : QUALIFICATION DOCUMENTS PROPOSAL SUBMISSION FORM
[On the Letter head of the Applicant (Lead Member in case of Consortium)]

{Location, Date}

To:

Cochin Smart Mission Limited

Ref: RfP for.....

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Assisting Cochin Smart Mission Limited to Design, Develop, Manage and Implement Area Based Development (ABD)s under Smart City Mission (SCM) in Kochi City of Kerala 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”.

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}.We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by

every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the 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 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 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (h) We confirm that our Application is valid for a period of 90 (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 34.2 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 or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

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

(On Non – judicial stamp paper of Rs 1000/- 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 SCML to Design, Develop, Manage and Implement Area Based Development (ABD)s under Smart City Mission (SCM) in Kochi City of Kerala (the “Project”)**, including signing and submission of all documents and providing information / responses to SCML , representing us in all matters before SCML , and generally dealing with SCML 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:

- *To be executed by the Lead Member in case of a Consortium.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the 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 authorised Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

APPENDIX – 3 Financial Qualification of the Applicant

S.No.	Financial Year	Annual Turnover (Rs. crore)
1	Financial Year 2012-13	
2	Financial Year 2013-14	
3	Financial Year 2014-15	

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 and for each member of the Consortium]

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

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

Consortium Members Legal Name: *[insert full name]*

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]

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-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 Copy of agreement/if international then apostle; b. Copy of completion certificate; [Issued by Competent Authority]

(Name and Sig 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. (Sole Applicant / Lead Member/ Other Member /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

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

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 (√)		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 authorized 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 Experts Inputs, and attached Curriculum Vitae (CV)	

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

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Assisting Cochin Smart Mission Limited to Design, Develop, Manage and Implement Area Based Development (ABD)s under Smart City Mission (SCM) in Kochi City of Kerala 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”.

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.

-
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the 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 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
 - (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 34.2 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 or JV’s name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

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

A - Consultant's Organization

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

B - Consultant's Experience

1. List only previous similar assignments successfully completed⁴ in the last 10 (ten) years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

⁴ For similar assignments successfully completed, copy of Contract agreement or Completion 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 Kochi Smart City Proposal, 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.
 - 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 ABD-Kochi Smart City Proposal and Scope of work and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }
 - c) **Organization and Staffing.**{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }

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 EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)			
		Position		D-1		D-2		D-3		D-...		Home	Field	Total
KEY EXPERTS (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 EXPERTS															
N-1			[Home]	[2 month]		[1.0]		[1.0]							
			[Field]	[0.5 m]		[2.5]		[0]							
N-2															
n															
											Subtotal				
											Total				

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22)working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

- 3 “Home” means work in the Project Office at Kochi (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 Kochi (AP), 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 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): _____

Section.7. Financial Proposal - Standard Forms

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

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

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

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Assisting Cochin Smart Mission Limited to Design, Develop, Manage and Implement projects for Area Based Development (ABD) under Smart City Mission (SCM) in Kochi City of Kerala in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, *[Insert “including” or “excluding”]* of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}			
	{Insert Indian Currency}	{Insert Foreign Currency # 2, if used}	{Insert Foreign Currency # 3, if used}	{Insert Local Currency, if used and/or required (16.4 Data Sheet)}
Cost of the Financial Proposal				
Including:				
(1) Remuneration of Key experts				
(2) Reimbursable on Actuals (a) Cost of office operation - Office Furniture and equipment, stationery, printing, (b) Surveys, Map preparation and other technical testing's etc (c) Resource Pool Expert (d) Travel investigation (e) overheads etc.				
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				

(i) {insert type of tax e.g., Service Tax etc. }				

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

FORM FIN-3 BREAKDOWN OF REMUNERATION

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

A. Remuneration								
No.	Name	Position (as in TECH-6)	Person-day Remuneration Rate	Time Input in Person/Days (from TECH-6)	<i>{Currency # 1- as in FIN-2}</i>	<i>{Currency # 2- as in FIN-2}</i>	<i>{Currency# 3- as in FIN-2}</i>	<i>{Local Currency- as in FIN-2}</i>
Key Experts (Core Team)								
K-1			[Home]					
			[Field]					
K-2								
Non-Key Experts (Support Team & Support Staff)								
N-1			[Home]					
N-2			[Field]					
Total Costs								

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. Reimbursable Expenses								
N ^o	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Currency # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN-2}	{Local Currency- as in FIN-2}
	Office Furniture an							
—								
—								
Total Costs								

Legend:

