

**REQUEST FOR PROPOSALS**

**RFP No.: 4 of 2016-17 (International Competitive Bidding)**

**Project Management Consultant for  
Kota Smart City Project**

**Client: Kota Smart City Ltd/RUDSICO**

**Country: INDIA**

**Issued on: 10.10.2016**

## **Preface**

This Request for Proposals (“RFP”) has been prepared by Rajasthan Urban Drinking Water Sewerage & Infrastructure Corporation Ltd. (RUDSICO), on behalf of Department of LSG, Govt. of Rajasthan taking into account the requirements of the Smart City Mission Guidelines and the approved Smart City Proposal for Kota City.

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## PART I

### Section 1. Request for Proposal

**RFP No: SC P/PM C/04/2016**

1. The Client invites proposals to provide the following consulting services (hereinafter called "Services"): Project Management Consultant for Kota Smart City Project, which was submitted to Ministry of Urban Development and shortlisted in second Round of Evaluation by Ministry of Urban Development. More details on the Services are provided in the Terms of Reference (Section 7).

2. A firm will be selected under QCBS procedures and in a Full Technical Proposal (FTP), format as described in this RFP

3. The RFP includes the following documents:

Section 1 - Request for Proposal

Section 2 - Instructions to Consultants, Data Sheet, Summary and Personnel  
Evaluation Forms, and Grounds for Disqualification of the  
Experts

Section 3 - Technical Proposal: FTP - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5- Eligible Countries

Section 6 - Corrupt and Fraudulent Practices

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract: Time-Based

4. Details on the proposal's submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

**(Dr. B.L. Jatawat)**

**Executive Director**

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## Section 2. Instructions to Consultants and Data Sheet

### A. General Provisions

#### 1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Clients country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) “Client” means the executing agency that signs the Contract for the Services with the selected Consultant.
- (d) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (e) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (f) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (g) “Day” means a calendar day.
- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (i) “Government” means the government of the Clients country.
- (j) Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.



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- (k) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
  - (l) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
  - (m) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
  - (n) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
  - (o) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
  - (p) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
  - (q) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
  - (r) ABD – Area Based Development
  - (s) PCS – Pan City Solutions
  - (t) “Services” means the work to be performed by the Consultant pursuant to the Contract.
  - (u) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
  - (v) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

**2. Introduction 2.1** The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

**2.2** The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, 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.

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

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

### **3. Conflict of Interest**

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

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

**3.3** Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

#### **a. Conflicting activities**

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or

Non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

**b. Conflicting assignments**

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same Client.

**c. Conflicting relationships**

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower or the Client or of the executing agency or of a recipient of a part of the Bank's financing 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 Bank throughout the selection process and the execution of

(iv) Any other types of conflicting relationships as indicated in the **Data Sheet**.

**4. Unfair Competitive Advantage**

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

**5. Corrupt and Fraudulent**

5.1 Consultant shall permit and shall cause its sub-consultants and sub-contractors to permit client to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award,

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and to have the accounts and records audited by auditors appointed by the Client.

## **6. Eligibility**

6.1 The client permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for this project

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Contract.

6.3 Government-owned enterprises or institutions shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client.

6.4 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if they (i) are on leave of absence without pay; (ii) are not being hired by the agency they were working for immediately before going on leave; and (iii) their employment would not create a conflict of interest).

6.5 Firms and Individuals debarred by multilateral agencies will not be eligible to submit the bid.

## **B. Preparation of Proposals**

7. **General Considerations** 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
8. **Cost of Preparation of Proposal** 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
9. **Language** 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
10. **Documents Comprising the Proposal** 10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

**11. Only One Proposal**

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a 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 proposals 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 at Validity Extension**

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 qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

**c. Sub-**

12.9 The Consultant shall not subcontract the whole of the **Contracting** Services unless otherwise indicated

**13. Clarification and Amendment of RFP**

in the **Data Sheet**.

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals<sup>11</sup> submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

13.1.3 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted

after the deadline.



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14. **Preparation of Proposals –**
- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- Specific Considerations**
- 14.1.1 The Client may indicate in the **Data Sheet** the estimated Key Experts<sup>¶</sup> time input (expressed in person-month) and the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.
- 14.1.2 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.
- 14.1.3 Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**,
15. **Technical Proposal Format and Content**
- 15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.
- 15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.
16. **Financial Proposal**
- 16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses (as detailed out in Data Sheet)

- a. Price Adjustment** 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.
- b. Taxes** 16.3 The consultant and its sub consultants will be responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Client's country is provided in the **Data Sheet**.
- c. Currency of Proposal** 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.
- d. Currency of Payment** 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

### **C. Submission, Opening and Evaluation**

- 17. Submission, Sealing, and Marking of Proposals**
- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative

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- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, “**Implementation of Kota Smart City Proposal Components in Kota City, PMC 01**”, name and address of the Consultant, and with a warning “**DO NOT OPEN UNTIL ..... 2016 ..... HOURS**”.
- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE ..... 2016 15:00HOURS**”.
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal

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

## 18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.

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

## 19. Opening of Technical Proposals

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

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or

absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

## **20. Proposals Evaluation**

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

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

20.3 From the time the proposals are received by the Client to the time that the Contract is awarded, the Client shall not request the Consultant to provide clarification on any matter related to the Consultants Technical or Financial Proposal. The Client may, however, request clarification on an expert's eligibility, specifically items (ii) to (iv) of Form TECH-6 with prior approval from client. Any request for clarification must be sent and responded to in writing.

## **21. Evaluation of Technical Proposals**

21.1 The Clients evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Summary and Personnel Evaluation Sheet attached to the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

## **20. Financial Proposals for QCBS**

22.1 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.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Clients evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are

Successfully concluded and the Contract is signed.

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

**23.1** After the technical evaluation is completed, 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 Consultants 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 Consultants choice.

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

**24.  
Correction  
of Errors**

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

**a. Time-Based  
Contracts**

24.1.1 If a Time-Based contract form is included in the RFP, the Clients 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 Clients evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

**b. Lump-Sum Contracts**

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

25.

**Taxes**

25.1 Except as set out in Sub-clause 25.2, all taxes are deemed included in the Consultants Financial proposal, and, therefore, included in the evaluation.

25.2 Any local identifiable indirect taxes levied on the contract invoices (such as sales tax, VAT, excise tax, or any similar taxes or levies) and income tax payable to the Clients country on the remuneration of non-resident Experts for the services rendered in the Clients country are dealt with in accordance with the instructions in the Data Sheet.

**26. Conversion to Single Currency**

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

**27. Combined Quality and Cost Evaluation**

**a. Quality- and Cost-Based Selection(QCBS)**

27.1 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.

**b. Fixed-Budget Selection (FBS)**

27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the

Budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

**c. Least-Cost Selection (LCS)**

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

## **D. Negotiations and Award**

### **28. Negotiations**

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultants representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant s authorized representative.

#### **a. Availability of Key Experts**

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts availability may result in the rejection of the Consultants Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

#### **b. Technical negotiations**

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Clients inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected



**c. Financial negotiations**

28.6 The negotiations include the clarification of the Consultants tax liability in the Clients country and how it should be reflected in the Contract.

28.7 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.

**29. Conclusion of Negotiations**

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultants authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

**30. Award of Contract**

30.1 After completing the negotiations the Client shall obtain the Banks no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other Consultants.

30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

**E. Mobilization:**

**31.**

The SPV shall have right to make changes in mobilization schedule within one weeks' notice.

## E. Data Sheet

<b>A. General</b>	
<b>ITC Clause Reference</b>	<b>Details</b>
<b>1 (b) (Definition)</b>	Republic of India
<b>1(k)</b>	International experts mean experts having experience working in required role outside clients country  National experts mean experts who are citizens of the Clients country.
<b>2.1</b>	<b>Name of the Client: Kota Smart City Ltd./RUDSI CO</b>  <b>Method of selection: QCBS 80:20</b>
<b>2.2</b>	<b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes  <b>The name of the assignment is:</b> Project Management Consultant for Kota Smart City Project  <b>Contract Package No.</b> SCP/PMC/04/2016
<b>2.3</b>	<b>A pre-proposal conference will be held: Yes</b> <b>Date of pre-proposal conference: 25 October, 2016</b> <b>Time: 15:00 Hrs.</b> <b>Address: Conference Hall, Directorate of Local Bodies, G - 3 , Rajmahal Residency Area, Near Civil Lines Railway Crossing, Jaipur (Rajasthan)</b>

2.4	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b></p> <p>Please refer to Section 7, TOR</p>
<p><b>B. Preparation of Proposals</b></p>	
9.1	English
10.1	<p><b>The Proposal shall comprise the following:</b></p> <p style="text-align: center;"><b>FULL TECHNICAL PROPOSAL (FTP)</b></p>
	<p><b>Online submission with the Technical Proposal:</b></p> <ol style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal</li> <li>(2) Proof of Legal Status and Eligibility</li> <li>(3) TECH-1(including Statement of Undertaking if required under Data Sheet 10.2 below)</li> <li>(4) TECH-2</li> <li>(5) TECH-3</li> <li>(6) TECH-4</li> <li>(7) TECH-5</li> <li>(8) TECH-6</li> </ol> <p>AND</p> <p><b>Online submission with the Financial Proposal:</b></p> <ol style="list-style-type: none"> <li>(1) FIN-1</li> <li>(2) FIN-2</li> <li>(3) FIN-3</li> <li>(4) FIN-4</li> </ol> <p>Proof of legal status to establish Consultants legal capacity to enter into binding and enforceable contracts and may be supported by: Certificate of incorporation in client's country. Universities, institutions, public sector organizations, and NGO's that are not legally incorporated shall provide other documentation that establishes their legal capacity to enter into binding and enforceable contract with the client (Such as charter, statute, etc.).</p> <p>Please refer to CHECKLIST OF REQUIRED FORMS in Section 3</p>

10.2	<p><b>Statement of Undertaking is required</b></p> <p>Yes</p>
11.1	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>No</p>
12.1	<p>Proposals must remain valid for 120 calendar days after the proposal Submission deadline (i.e., until: 30 March, 2017).</p>
12.9	<p>Outsourcing of the whole Services is not allowed</p>
13.1	<p><b>Online Clarifications may be requested up to 21 Oct., 2016.</b></p> <p>The contact information for requesting clarifications is:  Sh. Anil Singhal, G.M.(Engineering),  RUDSICO  <a href="mailto:ruifdco@gmail.com">E-mail: ruifdco@gmail.com</a></p>
14.1.1 for time-based contracts only	<p><b>Estimated time-input of national Key Professionals' is:</b> 219 person-months</p> <p><b>Estimated time-input of Other Professionals' is:</b> 369 person-months</p> <p><b>Estimated time-input of Support Staff is:</b> 396 person-months</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the Client will adjust the proposal price in line with Standard Procurement Guidelines</p> <hr/> <p>Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p>

14.1.3	Estimated budget -INR Rs. 17 Crores (Rs. Seventeen Crores Only inclusive of all taxes except service tax)

<b>15.2</b>	<p>The format of the Technical Proposal to be submitted is: Full Technical Proposal</p> <p>Please refer to Checklist of Required Forms in Section 3</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
<b>16.1</b>	<p>Other expenses to include:</p> <ol style="list-style-type: none"><li>(1) per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</li><li>(2) cost of International Air travel by the most direct practicable route;</li><li>(3) cost of Domestic Air travel by the most direct practicable route</li><li>(4) cost of office accommodation, including overheads and back-stop support;</li><li>(5) communications costs;</li><li>(6) cost of land transportation and vehicle hiring charges;</li><li>(7) cost of reports production (including printing) and delivering to the Client;</li><li>(8) office support staff;</li><li>(9) Office set up and operation cost</li><li>(10) Provisional Sums: INR 2 Crores</li><li>(11) Contingency: INR 1 Crore</li><li>(12) any other items</li></ol>

16.2	<p><b>A price adjustment provision applies to remuneration rates:</b> Yes</p>
16.3	<p><b>Information on the Consultant's tax obligations in the Client's country can be found in <a href="http://www.incometaxindia.gov.in">www.incometaxindia.gov.in</a></b></p>
	<p>i. Service taxes at applicable rates shall be levied by the Consultant and the same will be paid by the EA. ii. Value Added Tax (VAT) at applicable rates shall be levied by the Consultant and the same will be paid by the EA. iii. The EA shall levy Tax Deduction at Source at applicable rates. Tax Deduction at Source certificates will be issued accordingly by the EA.</p>
16.4	<p><b>The Financial Proposal shall be stated in the following currencies: INR</b></p>
<p><b>G. Submission, Opening and Evaluation</b></p>	
17.	<p><b>A. The Consultants shall submit their Technical and Financial Proposals electronically only.</b> <b>Important Dates are as below:</b> <b>1. Bid uploading Date: 10th October, 2016 (18:00 hours)</b> <b>2. Bid submission starting Date: 15th November 2016 (15.00 hours)</b> <b>3. Bid submission last Date: 30th November, 2016 (14.00 hours)</b></p> <p><b>B. The Consultants are required to submit copies of (a) original BG for EM D (b) Bid document fee (c) processing fee (d) Power of Attorney in original latest by 30th November, 2016 (12:00 hrs), as per the details given below:</b></p> <p><b>(a) The original BG for EMD of INR: 34 lacs</b></p> <p><b>(b) Bid Document Fee</b> of Rs. 20,000.00 (Twenty Thousand Only) towards Tender Document Fee in the form of bankers cheque/ demand Draft of Scheduled Bank drawn in favor of <b>Executive Director</b>, Rajasthan Urban Drinking Water Sewerage and Infrastructure Corporation Limited (RUDSICO) and payable at <b>Jaipur</b>. The Bid Document Fee is Non-Refundable.</p> <p><b>(c) Bid Processing Fee</b> of Rs. 1000/- per bid shall be paid in the form of bankers cheque/ DD of Scheduled Bank drawn in favour of "Managing Director, RISL, payable at Jaipur. The Bid Processing Fee is Non-Refundable.</p> <p><b>(d) Power of Attorney-</b> Authorized Power of Attorney to sign on behalf of JV partners.</p>

<b>19.1</b>	<p><b>An online option of the opening of the Technical Proposals is offered:</b></p> <p>Yes</p> <p><b>The opening shall take place at: Jaipur</b></p> <p><b>Date: 30th November, 2016</b></p> <p><b>Time:16.00 hours Indian Standard Time (IST)</b></p>
<b>21.1</b>	<b>Minimum technical score: 70%</b>
<b>23.1</b>	<p><b>An online option of the opening of the Financial Proposals is offered:</b></p> <p>Yes</p> <p>The Client will read aloud only overall technical scores.</p>
<b>25.2</b>	<p>For the purpose of the evaluation, the Client will exclude: Competitive and Non competitive components as mentioned in FIN 2 Summary of Cost except Service tax. The consultant is therefore advised to include all taxes except service tax in their price bid.</p>
<b>26.1</b>	<b>The single currency for the conversion of all prices expressed in various currencies into a single one is INR</b>



<p><b>27.1</b> [a. QCBS only]</p>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 1000.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p>Sf = 1000 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest ETP[Evaluated Total Price (ETP) which is equal to the Adjusted Total Price (ATP) less Non-competitive Component, i.e., provisional sums and contingency], and “F” is the ETP of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b>  <b>T = 80, and</b>  <b>P = 20</b></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: <math>S = St \times T\% + Sf \times P\%</math>.</p>
	<p><b>D. Negotiations and Award</b></p>
<p><b>28.1</b></p>	<p><b>Expected date and address for contract negotiations:</b>  <b>Date:</b> 12<sup>th</sup> December 2016</p> <p><b>Address:</b> RUDSICO, Jaipur</p>
<p><b>30.2</b></p>	<p>.....</p> <p><b>Expected date for the commencement of the Services:</b>  <b>Date:</b> 20<sup>th</sup> December, 2016</p>



<b>OTHER PROFESSIONALS (CVs shall not be evaluated during technical evaluation)</b>											
The CVs of these professional shall not be evaluated at the technical proposal level. However the Consulting firm has to submit the CV for approval before mobilization of these professionals.											
Sr No	Position	Firm 1		Firm 2		Firm 3		Firm 4		Firm 5	
		Rating	Score	Rating	Score	Rating	Rating	Score	Rating	Score	Rating
1.	Institution & legal Expert	0	0	0	0	0	0	0	0	0	0
2.	Urban transport operations expert	0	0	0	0	0	0	0	0	0	0
3.	Energy/Solar Expert	0	0	0	0	0	0	0	0	0	0
4.	Septage Management Expert	0	0	0	0	0	0	0	0	0	0
5.	Lake Restoration Expert	0	0	0	0	0	0	0	0	0	0
6.	Signage Expert	0	0	0	0	0	0	0	0	0	0
7.	IT System Design Expert	0	0	0	0	0	0	0	0	0	0
8.	Landscape Architect	0	0	0	0	0	0	0	0	0	0
9.	Civil Engineers	0	0	0	0	0	0	0	0	0	0
10.	Electrical Engineer	0	0	0	0	0	0	0	0	0	0
11.	Construction Supervisors	0	0	0	0	0	0	0	0	0	0
12.	Public Out Reach Assistants	0	0	0	0	0	0	0	0	0	0
13.	GIS Specialist	0	0	0	0	0	0	0	0	0	0
14.	Data analytics expert	0	0	0	0	0	0	0	0	0	0
15.	Command & Control center expert	0	0	0	0	0	0	0	0	0	0
16.	Disaster Management Expert	0	0	0	0	0	0	0	0	0	0
17.	Road Engineer	0	0	0	0	0	0	0	0	0	0
18.	Tourism & Heritage Expert	0	0	0	0	0	0	0	0	0	0
19.	Social Development Expert	0	0	0	0	0	0	0	0	0	0
20.	Economist	0	0	0	0	0	0	0	0	0	0
21.	SWM Expert	0	0	0	0	0	0	0	0	0	0

**Support Staff**

<b>Sr No</b>	<b>Position</b>	<b>Nos. X months</b>	<b>Person Months</b>
<b>Support Personnel (CVs shall not be evaluated during technical evaluation)</b> The CVs of these professional shall not be evaluated at the technical proposal level and need not to submit the CV at the time of mobilization of these professionals. The Consulting firm should evaluate the CV s of these personnel at their level			
1.	Other Support Staff	4 X 36	144
2.	AutoCad Operators	2 X 30	60
3.	Surveyor/ Draftsman	2 X 24	48
4.	Office Manager	1 X 36	36
5.	Data Entry cum Computer Operators	2 X 36	72
6.	Accounts Manager	1 X 36	36

## F. Disqualification of an Expert

	<b>Zero (0%) rating resulting in disqualification will be given to a nominated expert in particular circumstances:</b>	<b>Reference</b>
1.	The expert proposed as international expert without having experience working in required role outside country	TECH 6
2.	The expert is proposed for a national position but is not a citizen of that country.	ITC 6.2
3.	The expert failed to state his citizenship on the CV.	ITC 6.1/2, Section 6, TECH-6
4.	The experts CV is not signed.	TECH-6
5.	The expert is a current employee of the Client.	ITC 6.2/6.3.4, TECH-6
6.	The Consultant and the expert failed to disclose any situation of an actual or potential conflict of interest about the expert.	ITC 3/6.2, Section 6

### Section 3. Technical Proposal – Standard Forms

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

#### CHECKLIST OF REQUIRED FORMS

Required for FTP, STP or BTP, (¥)			FORM	DESCRIPTION	Page Limit		
FTP	STP	BTP			FTP	STP	BTP
✓	✓	✓	TECH-1	Technical Proposal Submission Form.	2		
✓	✓	✓	TECH-1 Attachment	Proof of legal status and eligibility	2		
✓ 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.	2		
✓ 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	2		
FTP	STP	BTP			FTP	STP	BTP
✓			TECH-2	Consultants Organization and Experience.			
✓			TECH-2A	A. Consultants Organization	5	n/a	n/a
✓			TECH-2B	B. Consultants Experience	15	n/a	n/a
✓			TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	<i>[See footnote 3]</i>		
✓			TECH-3A	A. On the Terms of Reference	3	n/a	n/a
✓			TECH-3B	B. On the Counterpart Staff and Facilities	2	n/a	n/a
✓	✓		TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	10	n/a	n/a
✓	✓	✓	TECH-5	Work Schedule and Planning for Deliverables	n/a	n/a	n/a
✓	✓	✓	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	5	5	5

For the FTP, the total number of pages for combined forms - T 3(FTP) and TECH-4 (FTP) should not exceed 50. A page is defined as one printed side of A4 o-size paper.

**FORM TECH-1**

**TECHNICAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To:

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Project Management Consultant for Kota Smart City Project in accordance with your Request for Proposals dated ..... and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{ If the Consultant is a joint venture, insert the following: We are submitting our Proposal in 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 Consultants 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 country 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. We
- (d) meet the eligibility requirements as stated in ITC 6.
- (e) Neither we nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.

(f) 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.

(g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

(h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Consultant (companies name or JVs 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}



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**FORM TECH -2 (FOR FULL TECHNICAL PROPOSAL ONLY)**

**CONSULTANT'S ORGANIZATION AND EXPERIENCE**

Form TECH-2: A brief description of the Consultants 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 Consultants 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 Consultants 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<sup>4</sup>.

**B - Consultant's Experience**

- i. List only 10 similar assignments in the 10year period prior to the date of proposal submission which demonstrates the scope relevant to the project components.
- ii. 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 Consultants individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultants 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.

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<sup>4</sup>Beneficial ownership shows all owners and major shareholders of the company, including any person or entity who enjoys the benefit of ownership including, but not limited to power of control and influence of the business transactions, receiving dividends or profit share. This includes direct or indirect ownership of the company (e.g. ownership by close relatives).

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<b>Duration</b>	<b>Assignment name/&amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (<i>in US\$ or EURO</i>)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of ..... designed master plan for rationalization of .....	{e.g., Ministry of .....country}	{e.g., US\$1 mill/US\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government ..... drafted secondary level regulations on .....	{e.g., municipality of .....	{e.g., US\$0.2 mil/US\$0.2 mil}	{e.g., sole Consultant}

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**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**

{ Include 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 }

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**FORM TECH -4 (FOR FULL TECHNICAL PROPOSAL ONLY)**

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

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

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

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

**TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)****DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

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 }

- a) **Technical Approach, Methodology, and Organization of the Consultant's team.** { Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here. }
- b) **Work Plan and Staffing.** { 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 understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. 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) **Comments (on the TOR and on counterpart staff and facilities)**
- { Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc. }

**FORM TECH-5 (FOR FTP, STP AND BTP)**

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

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

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such approvals. as the Client’s For phas 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.





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**Attachment Form Tech - 6**

**CURRICULUM VITAE (CV) FOR PROPOSED  
PROFESSIONAL STAFF**

1. Proposed Position: [For each position of key professional separate form Tech-6 will be prepared]:
2. Name of Firm: [Insert name of firm proposing the staff]:
3. Name of Staff:  
[Insert full name]:
4. Date of Birth:
5. Nationality:
6. Education:  
[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:
7. Membership of Professional Associations:
8. Other Training:
9. Countries of Work Experience: [List countries where staff has worked in the last ten years]:
10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
11. Employment Record:  
[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:

To Year]:

Employer:

Positions held:

12. Detailed Tasks Assigned [List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

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

Date:

Place:

[Signature of staff member or authorized  
representative of the staff]

[Full name of authorized representative]:

**FORM TECH-7**

**STAFFING SCHEDULE**

S.No.	Name of Staff	Staff input (in the form of a bar chart)												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	

- 1.
- 2.
- 3.

**Note:**

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the Assignment/job. For each staff indicate separately staff input for home and field work.

**FORM TECH-8****WORK SCHEDULE**

S.No.	Activity	Months												Total Months
		1	2	3	4	5	6	7	8	9	10	11	12	

- 1.
- 2.
- 3.
- 4.

- 1 Indicate all main activities of the Assignment/job, including delivery of reports (e.g. inception, interim, draft and final reports), and other benchmarks such as Employer approvals For phased Assignment/jobs indicate activities, delivery of reports, and benchmark separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

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## **Section 4. Financial Proposal - Standard Forms**

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

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

NOTE: The authorized representative of the Consultant who signs the Proposal is advised to initial all pages of the original Financial Proposal.

- FIN-1      Financial Proposal Submission Form
- FIN-2      Summary of Costs
- FIN-3      Breakdown of Remuneration
- FIN-4      Other Expenses, Provisional Sums and Contingency

**FORM FIN-1  
FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: -----  
-----

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Project Management Consultant for Kota Smart City Projects in accordance with your Request for Proposal dated .....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}, *excluding of all indirect local taxes in accordance with Clause 25.2 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, gratuities or fees paid or to be paid by us to an agent or any other party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address	Amount and	Purpose of Commission	of
_____	_____	_____	_____
_____	_____	Agent(s) /Other party	Currency

{If no payments are made or promised, add the following statement: “No commissions, gratuities or fees have been or are to be paid by us to agents or any other party relating to this Proposal and, in the case of award, 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**

S.No.	Particulars	Form	Amount in Rupees *	Amount in words
<b>A. Competitive Components</b>				
1	Remuneration	FIN 3		
2	Reimbursable expenses	FIN 4		
<b>Sub Total (A)<sup>1</sup></b>				
<b>B. Non Competitive Components</b>				
3	Provisional Sum includes; 1. Survey & investigation including Assets condition surveys, topographic surveys, geotechnical investigations etc. 2. Equipment and software's 3. Workshops, Conferences and local training 4. Public outreach programs 5. Third Party Inspection 6. National, International Travel, etc.		<b>2,00,00,000</b>	
4	Contingency		<b>1,00,00,000</b>	
<b>Sub Total (B)</b>			<b>3,00,00,000</b>	
<b>Total Cost of Financial Proposal (A+B)</b>				
5	Service Tax / Any other tax			
<b>GRAND TOTAL</b>				

\* - Mention the currency in which the prices are quoted if it is permitted to do so under RFP

Authorized Signature

Name: .....

Designation .....

Name of firm:

Address:



**Components only**

**FORM FIN-3**

## BREAKDOWN OF REMUNERATION (Professional Staff and Support Staff)

(for details please refer to Note below)

S.No.	Name of Staff	Position	Man Month Rates (A) in Rupees	Proposed Man Months (B)	Total Amount in Rupees. (A)(B)
	Key professionals *1				
	Other Professionals*2				
	Support Staff *2				
	Total				

\*1 Key Professionals are to be indicated by name

\* 2 other professionals & Support Staff is to be indicated per category (e.g: Draftsman, Assistant etc.)

**Total Remuneration = \_\_\_\_\_ Amount in Rupees**

(Amount in Words) :

**Note:**

- 1 Professional Staff should be indicated individually; Other professionals & Support Staff should be indicated per category (e.g.: draftsmen, Assistants etc.).
- 2 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5 & 7.
- 3 Indicate separately staff-month rate for each activity separately.
- 4 Team composition shall be as per clause 3.18 of ToR.

**FORM FIN-4****BREAKDOWN OF REIMBURSABLE EXPENSES**

No.	Description	Unit	Quantity	Unit Price In Rupees	Total Amount in Rupees
1.	Per diem allowance, including hotel allowance, for experts for every day of absence from the home office for the purposes of the Services	Per day	400 days		
2.	Cost of office operation, including overheads	Per Month	36		
3.	Local Transport	Vehicle Month	36*5		
4.	Communication Costs to all personnel and office	Per Month	36		
5.	Cost of Reports Production\ (including printing) and delivering to the Client	Per Month	36		
<b>Sub Total: Reimbursable Expenses carried to FIN 2</b>					

**Total Reimbursable: = \_\_\_\_\_ Total amount in Rupees.**

Amount in words:

**APPENDIX**  
**NOTE FOR PREPARATION OF FINANCIAL PROPOSAL**

1 **Form FIN-1** Financial Proposal Submission Form shall be filled as per the instructions provided in the Form.

2 **Form FIN-2** Summary of Costs: Form FIN-2 provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.

3 **Form FIN-3** Remuneration

(i) The purpose of Form FIN-3 is to identify the monthly billing rates for each Personnel to be fielded by the Consultant as part of its proposed team of experts.

(ii) Consultant will be working for six days in a week except second Saturday. However due to requirement of the project the consultants may require to work on the holidays for which no overtime will be paid. Consultant will leave headquarter with the permission of Team Leader. Consultants will be eligible for holidays as per gazetted holiday Act as agreed with Kota Smart City Ltd on yearly basis.

(iii) Working Hours: Office working hours would be in such a manner that 8 working hours is available in a day; preferably office timings may be kept from 9.00 AM to 6.00 PM & lunch from 1.00 to 2.00 PM. No overtime will be paid in case of work required to be done beyond the office time for project performance.

(iv) Attendance: Team leader will ensure that proper attendance register system of Kota Smart City Ltd staff is maintained at office. Visit to other project towns by the personnel will be marked in the register on daily basis.

4 **Form FIN-4** – Reimbursable Expenses

The purpose of Form FIN-4 is to identify all reimbursable expenditures in local currencies considered by the Consultant necessary to carry out the assignment.

For the sake of clarity the payment for all reimbursable expenses will be paid as per unit rate given in the agreement and the Consultant is not required to submit any supporting vouchers or proof of payment for these items. The quantities will be certified by the Team Leader.

(i) Per Diem allowance

The Per Diem allowance shall be paid for stay requirements outside Home Office night for night spent away outside Home Office during such travel. The travel shall be undertaken with prior consent of the Client. The payment will be made on lump sum basis without any supporting vouchers.

(ii) Office Operations

The Consulting firm is required to quote expenses for office expenses towards office operation and maintenance including all consumables and documentations as required for the project. The monthly payment shall be made on lump sum basis without any supporting vouchers.

(iii) Local Transport

The Consulting firm is required to quote expenses for local transportation at Kota as required for the project. The monthly payment shall be made on lump sum basis with proof of availability of vehicle. The arrangement to be finalized at Contract Negotiations. No detailed log book will be required.

(iv) Communication Costs

The Consulting firm is required to quote expenses for Communication Costs to all personnel and office as required for the project. The arrangement for lump sum basis or on actual to be finalized at Contract Negotiations.

(v) Report Production

The Consulting firm is required to quote lump sum expenses for Report Production as required for the project. The arrangement for payments be finalized at Contract Negotiations.

### **5. Provisional Sums and Contingencies**

All expenditures under the project, which are to be paid under provisional sums on actual basis plus 5% extra to take care of statutory deductions, shall be done maintaining financial proprietary. The Financial proprietary means purchasing of any article from open market on most competitive rates. Consulting firm will provide certificate that material is purchased on lowest rate in the market. The firm is required to submit original bills duly verified by the Team Leader / firm for reimbursement of payments under this head. No additional profit/charges of any type shall be paid to the consultant for any work asked for outsourcing on project related activities.

All equipment, furniture items, documents, reports and other articles purchased by the Consultant from the project fund shall be property of Client. At the end of Contract, the firm will hand over all these articles and equipment in working conditions to the Client. Proper stock register of purchases and store articles shall be maintained by firm and shall be made available for stock verifications as required. Following expenditures shall fall under provisional sums and shall be reimbursed on actual basis.

The following expenditures made by the consulting firm shall fall under provisional sums.

#### **1. Survey & investigation including Assets condition surveys, topographic surveys, geotechnical investigations etc.:**

The PMC in consultation with SPV shall work out the necessity of the survey items. The requirement and quantity shall be approved by SPV and shall be executed from the agencies having expertise in the field. The work of various tests / surveys etc will be done as per sound engineering practice and as per relevant BIS, AWWA, Standard Specifications / Manuals, etc. The charges for conducting surveys, tests in laboratories and field investigations shall be reimbursed to the firm based on actual receipts. The expenditure on engaging labours for petty works, additional services for obtaining statutory clearances from other agencies, sampling and tests for baseline surveys for environmental documents and clearances etc shall also be paid under this item.

#### **2. Equipment and software's**

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All necessary office equipment and furniture like computer hardware, printers, softwares,

networking devices, maintenance & up-gradation of the system, fax machines, EPABX, photocopier, ACs, chairs, tables etc. as applicable under project shall be purchased by the consulting firm. Purchases shall be made in consultation with the Client. The firm will assess the requirement and specifications of the equipment to be procured and have these approved by Client before purchase. The expenditure incurred shall be reimbursed on actual basis after production of receipt to the client.

### **3. Workshops, Conferences and local training**

The expenditures made on meetings, seminars and workshops etc. with the approvals of SPV shall be reimbursed based on actual.

### **4. Public outreach programs**

IEC activities along with the outreach programs including publicity through electronic and print media after taking permission from client shall be reimbursed on actual basis after production of receipt to the client.

### **5. Third Party Inspection**

Third Party Inspections shall be organized, after taking permission from client shall be reimbursed on actual basis after production of receipt to the client.

### **6. National, International travels:**

The costs of travels to project city which are as per the agreed mobilization / demobilization schedule or requested by client will be reimbursed under provisional sum. Expert will be eligible for travel by economic class low fare air lines by most direct practicable route/ 2nd AC Train Travel and support staff will be eligible by surface transport (maximum by 3 tier AC). Travel cost shall be paid against proof of journey like purchase receipt, original used tickets boarding pass if applicable etc.

The cost of transportation for miscellaneous travels required for inspections by the project authorities, for monitoring and performance of the work also will be reimbursed under this item.

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## Section 5. Eligible Countries

There is no restriction on Countries. All International and National Firms meeting the minimum eligibility criteria are eligible to bid.

**I n reference to IT C 6.3.2,** for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None Under the ITC 6.3.2 (b): None



## Section 6. Corrupt and Fraudulent Practices

Client expects the consultant to observe the highest standard of ethics during the selection process and in execution of such contracts. In pursuance of this policy, it defines

- (a) for the purposes of this provision, the terms set forth below as follows:
  - (i) A “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
  - (ii) A “fraudulent practice” is any action or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (iv) A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - (v) Abuse, this is theft, waste, or improper use of assets related to Client related activity, either committed intentionally or through reckless disregard;
  - (vi) Conflict of interest, which is any situation in which a party has interests that could improperly influence a parties performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
  - (VII) “obstructive practice” is a)deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation; b) making false statements to investigators in order to materially impede an investigation; c) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or d) materially impeding Clients contractual rights of audit or access to information.
  - (VIII) These terms collectively are called “integrity violations.”

- (b) will reject a proposal for an award if it determines that the consultant recommended for the award has directly, or through an agent, engaged in integrity violations in competing for the contract in question;
  
- (c) will sanction a firm or individual, at any time, including declaring ineligible, either indefinitely or for a stated period of time, such consulting firm, individual or successor from participation in Govt administered contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in integrity violations or other prohibited practices.

## Section 7. Terms of Reference

Kota city is spread over an area of 527.03 sq km and has population of 11.35 lakh (mid-term census- 2015). It is selected among 100 potential Indian cities to be developed as smart cities under Smart City Mission. In the revised Smart City Proposal (SCP) for Kota city, Nagar Nigam of Kota (NNK) has proposed to take retrofitting typology under Area based Development (ABD) Proposal. In the Pan City Smart Solutions three projects are identified.

During the consultation process following vision was adopted

**“Develop brand KOTA as ' VIBRANT COACHING HUB' of India with HIGH QUALITY OF LIFE through inclusive SOCIAL and ECONOMIC development, enabled by SMART INFRASTRUCTURE and GOOD GOVERNANCE in SUSTAINABLE manner”**

The Vision reflects a focus on YOUTH (in view of the city's large student population), brings out the imperative to improve QUALITY OF LIFE while fostering ECONOMIC DEVELOPMENT. It underscores the importance of being ENVIRONMENTALLY SUSTAINABLE and identifies creation of SMART INFRASTRUCTURE, and GOOD GOVERNANCE as central pillars for realizing the same.

As a strategy to achieve the vision set out in the Smart City Proposal, Kota has proposed to undertake various projects under Area Based Development and Pan City Development. The same are discussed below.

### Area Based Development (ABD) packages

- (a). Package 1 : Kotri Lake Development. Estimated project cost Rs. 36 crore.
  - a. Components involved are Desilting and bund Strengthening, Deweeding, Formation of Turfing and Lining, Waste water treatment, Retaining Wall, Community toilet, Maintenance room, Fencing for the tank boundary, footpath, recre. Area, Drains Development and Sustainable Management Plan
- (b). Package 2 : Lake side facilities and tourism activities around Kotri and Kishor Sagar Lake: estimated project cost Rs. 14 crore
  - a. Components involved are recreational and tourism activities in and around Kishor Sagar and Kotri Talab are Lake side forestry, and Landscaping, Watch Towers, Viewing Galleries, Park Pathways with cycling/walking tracks, Solar paneled roofs, LED Lighting and Light posts, Boating and water sports facilities, Other amusement and recreational facilities
- (c). Package 3: 24x7 water supply and rainwater harvesting. Estimated Project cost Rs. 173 crore
  - a. Provision of 24x7 water supply to entire ABD area along with Smart metering.
  - b. Rain water harvesting in all properties within ABD area.
- (d). Package 4: Sewerage system improvement and Septage Management. Estimated project cost Rs. 214 crore
  - a. Upgradation and refurbishment of sewerage system along with upgradation of existing STP and augmentation of its capacity.
  - b. Comprehensive septage management within ABD area
  - c. Waste water recycling and reuse project with setting up of Tertiary Treatment Plant of 10 MLD within ABD area at STP site.

- (e). Package 5: Improvement of Solid Waste Management system within ABD. Estimated project cost Rs. 24 crore
  - a. Strengthening and development of Integrated SWM facility through investment in collection & transportation infrastructure.
  - b. Decentralised waste composting facility
- (f). Package 6: Improved access to toilet facility within ABD with provision of individual and community/ public toilet facility. Estimated project cost Rs. 9 crore.
- (g). Package 7: Integrated Nalla development within ABD area with channelisation, development of walkways, greenways, cycle tracks etc. Estimated Project cost Rs. 28 crore.
- (h). Package 8: Integrated Road Redesign and allied services of Arterial Roads of 16 Km. Estimated project Rs. 78 crore.
  - a. Components involve Foot path and Cycle Tracks, Urban forestry and Landscaping, Storm Water Drain, Ducting for Cables, pipelines, Parking / MLCs, Road surfacing and signages, Bus shelters etc.
- (i). Package 9: Integrated Road Redesign and allied services of other roads of 165 Km. Estimated project cost Rs. 136 crore.
  - a. Components involve Foot path and Cycle Tracks, Urban forestry and Landscaping, Storm Water Drain, Ducting for Cables, pipelines, Parking / MLCs, Road surfacing and signages, Bus shelters etc.
- (j). Package 10: Provision of street lighting facility. Estimated project cost Rs. 10 crore.
- (k). Package 11: Provision of cycle sharing facility. Estimated project cost Rs. 3 crore.
- (l). Package 12: Provision of housing facility for slum dwellers along with social facilities. Estimated project Rs. 27 crore.
- (m). Package 13: Provision of student facilitation center. Estimated project cost Rs. 6 crore.
- (n). Package 14: Provision of community facilities. Estimated project cost Rs. 6 crore.
- (o). Package 15: Ensuring energy security and sourcing. Estimated project cost Rs. 98 crore.
  - a. Rooftop Solar on buildings; rooftop Solar on pathways, walkways; power Distribution improvement through substations and allied infrastructure like Cabling.
- (p). Package 16: Provision and improvement of gardens, parks and open spaces within ABD Estimated project cost Rs. 11 crore.
- (q). Package 17: Procurement of E buses. Estimated project cost Rs. 20 crore.

### **Pan City Proposal packages**

- (r). Package 18: Provision of Smart metering across city. Estimated project cost Rs. 154 crore.
- (s). Package 19: Provision of SCADA system for water supply and sewerage system. Estimated project cost Rs. 20 crore.
- (t). Package 20: Conducting Helium gas based leak detection system. Estimated project cost Rs. 15 crore.
- (u). Package 21: Smart solid waste management system through provision of sensor based community bins, GIS mapping of routes and GPS/ GSM based tracking of vehicles. Estimated project cost Rs. 15 crore.
- (v). Package 22: Smart Intelligent transportation system and Command Control Center. Components include setting up Command Control Center, laying Optical fibre network, installation of CCTV cameras, E-challan, Smart Crossing, Solar blinkers, Presence of ATCS and City-wide App / Website. Rs. 102 crore.
- (w). Package 23: Smart Parking – Smart Street Parking and passenger information system - Online availability of parking spots and information. Rs. 8 crore.
- (x). Package 24: Development of city wide app. Estimated Project cost Rs. 5 crore.

## 1. IMPLEMENTATION MODULES

The Area Based Development Projects are categorized in five Modules:

- (y). Module 1: Recreational activities and Water Bodies development – This module include Kotri Talab development - Desilting and bund Strengthening, Recreational and Tourism activities in and around Kishor Sagar and Kotri Talab, Nallah Development and Development of Green Spaces, Parks and Gardens
- (z). Module 2: Basic Services – This module include water supply, Coverage of sewerage network, waste water recycling/reuse project, SWM, Access to toilets, energy supply, underground electric wiring and underground electric wiring
- (aa). Module 3: Road Redesign and allied services – This module include Redesign of Arterial Roads - 16 Km and Redesign of other roads - 165 Km
- (bb). Module 4: Robust IT connectivity and digitalization - Smart features – This module include OFC network via Common utility duct and City-wide App & Website
- (cc). Module 5: Development of Dussehera Maidan

The Pan City Smart Solutions are categorized into four modules

- (a). Module 1: Solid Waste Management – This module include procurement and installation of Smart community bins and Vehicle Tracking Systems (GPS/GPRS to existing vehicles)
- (b). Module 2: Water Management – This module include Smart Metering and implementation of SCADA
- (c). Module 3: Smart Parking – This module include Smart Street Parking and passenger information system - Online availability of parking spots and information
- (d). Module 4: Smart Traffic Management & Safety - Command & Control Center, laying Optical fibre network, installation of CCTV cameras, E-challan, Smart Crossing, Solar blinkers, Presence of ATCS and City-wide App / Website

Implementation of each package will go through Five phases i.e. Project Preparedness, Structuring , Procurement, Execution and Commissioning.

The duration of the PM C assignment is 36 months and is expected to commence in 20th December, 2016.

## **The**

### **Scope of Work for Core Team – Program Management services for both ABD and Pan City initiative**

The core team of experts will be required provide key services such as project and communication protocol management, monitoring & evaluation, stakeholder coordination, finance and procurement, capacity building and change management, branding and investment promotion, domain expertise etc.

Following are indicative tasks that Core Team will regularly undertake throughout the duration of the assignment (as and when needed):

#### **Project Performance Management System (PPMS) and Subprojects Monitoring System** The

PMC shall prepare PPMS. The PMC shall then implement the PPMS through;

- A benchmark survey and subsequent monitoring and evaluation surveys;

- Continuously monitoring progress of the sub projects as per the PPM S, prepare regular progress reports, and based on the progress reports take appropriate corrective action;

- Develop suitable monitoring mechanisms to ensure timely completion of contracts with the highest standards of quality and the best construction management practices on site including compliance with all safety requirements;

- Develop a computerized management information system (MIS) for monitoring the progress of subprojects based on work plans for all stages (design and construction), regularly analyse the progress against the work plans including physical and financial progress of subprojects during construction, recommend ways to accelerate project implementation, assess reasons for delays, if any and identify measures for improvement; and

- Regularly undertake visits to construction sites, supervise the activities of the contracts and provide concrete suggestions for improvement of quality and pace of execution on sites.

#### **Assistance in SPV operations and related tasks:**

In line with the guidelines of Government of India as well as other leading practices, the consultant will be responsible for assisting the AMC along with other stakeholders in operationalization of SPV for Kota smart city initiative.

Design and develop authority and governance structure including financial & risk management involving key stakeholders

#### **Stakeholder coordination**

- Assist the client during interaction with various stakeholders

- Assist client in understanding the needs of various stakeholders (both internal and external) through workshops, interactive sessions, focus group discussions etc.

- Assist client in ensuring sign-off from key stakeholders in terms of functionalities, systems, operational requirements, service levels etc. for each of the project

## **Finance & procurement related tasks**

In addition to the above the consultant is expected to undertake project finance analysis and high level funding requirement for projects for achieving service level benchmarks / KPIs

List out all potential sources of funding and identify innovative financing mechanisms through which the KSCP related projects can be executed developing a detailed implementation plan for dovetailing of funds through convergence with other Central and State Government Programs/Schemes

Prepare detailed revenue model for each of the project

Identify best suited procurement process for each of the project, package and prepare bid documents along with SLAs, assist in administering bidding process for selection of contractors /vendors / PPP partner / M SCs

Prepare procurement template / bid document based on state general financial rules, procurement rules and other relevant guidelines including bid documents for PPP projects

## **Financial and Accounting Management**

The PMC shall assist and support the client in all financial and accounting matters relating to the sub projects. This shall include but not be limited to the following:

Establishing an appropriate financial accounting and control system for each subproject

Establishing all necessary records and the procedures for maintaining /updating such records for each subproject and for the entire Program;

Ensuring accurate and timely submissions of all required reports to the SPV  
Establishing systems for smooth and timely funds flow from Government to Contractors; and

Developing and implementing procedures for timely payments to the contractors and monitoring for compliance.

## **Institutional Development**

1. The institutional development work of the PMC will focus on improving client management and service delivery capacity.
2. The PMC shall review the existing SPV organization including the role and responsibilities of the relevant business units, reporting lines, staff levels, job descriptions, salary levels and qualification requirements.
3. The PMC shall make recommendations for changes which target the improvement of all aspects of engineering planning, design and construction, operation and maintenance.
4. Within the first six months of commencing the Project the PMC will, in coordination with client, establish a Short Term Action Plan (STAP). The key objective is to identify those tasks that can be achieved relatively quickly and which will assist SPV to kick-start the process of organizational change and improvement. The PMC shall support spv in the implementation of the STAP, although ownership shall lie with SPV.

5. The PM C shall conduct training-needs assessment covering all aspects of sub proposals.
6. The output from the above work shall be detailed and summarized in an Institutional Development Report.
7. Develop a detailed plan on processes that will undergo changes / modification due to implementation PCS, details on change /modifications, new processes that are introduced etc.
8. Design effective communication and change management strategy for all the stakeholders impacted
9. Assist in conducting training / orientation workshops for Government stakeholders and provide guidance in delivering the communication strategy to other stakeholders
10. Assist in undertaking an international study tour /visit to already functioning ICOMC or City command and Control centre with similar / relevant features. This study tour / visit shall be for batch of maximum of 8 Government representatives identified by the client and duration shall be at-least 3 days at the City command and Control centre / Smart City operations excluding travel, transit and layovers etc. The city of travel, dates etc shall be jointly decided between Client and PMC based on relevance to Indian context and to this project.

The cost of such travel shall be separately borne by the Client, and the Consultant only needs to plan and budget for key staff that shall facilitate and accompany the tour. Cost and responsibility for arranging travel documents i.e. passport, visas, departmental approval etc shall be done by client

### **Public Outreach Program**

1. The PMC will undertake a public outreach program that will generate community awareness of the Smart Mobility as well as Solid Waste Management Programme and its benefits. The PMC will engage with civil society organizations (CSOs) to seek community participation and ensure that it is socially inclusive. The PMC will keep the community informed of the objectives and progress of the investment program and employ suitable means to communicate the information including social media, leaflet campaigns etc.
2. The PMC shall work with the SPVs Public Relations staff to improve the image of SPV and to implement appropriate multi-media public awareness and information campaigns covering the measures being taken by SPV to keep Citizens of Kota informed on the progress.

### **Social and Environmental Safeguards**

1. The PMC shall pay full attention to all social and environmental safeguards, in accordance with Indian Government policies, and shall prepare the Environment Management Framework and Social Management Framework for the implementation of the Sub Projects.
2. Ensure that the relevant environmental mitigation measures specified in the updated EMPs will be incorporated into bidding documents prior to the issuance of the invitation for bidding;
3. Closely monitor and supervise to ensure that all mitigation measures and monitoring requirements set out in the EMF and SMF are implemented and complied with throughout the Project implementation, and recommend necessary corrective actions to be taken;
4. Provide on-the-job training programs to client staff involved in Project implementation for strengthening their capacity in managing and monitoring social and environmental safeguards.



## **Gender Action Plan and Social Inclusion Action Plan**

The PMC shall undertake the following tasks in order to ensure gender and social inclusion in the project:

- Prepare and integrate indicators related to gender, social inclusion and poverty in all program activities; ensure collection of disaggregated data and analysis of the results, especially benefits from the Project corresponding to these indicators;
- Provide inputs and sensitize important stakeholders regarding Project objectives related to gender and social inclusion ensuring the inclusion of poor, women, and other marginalized and vulnerable groups;
- Prepare socio-economic profiles of the subproject areas including social maps using appropriate techniques regarding social, economic, health and sanitation status of the community, especially focusing on the likely improvement in health status of the citizens, likely impact of health and hygiene, community participation and public education program to be implemented during the Project, willingness and ability to pay for improved water supplies and current and likely change in water consumption pattern, etc.;
- Work in collaboration with selected NGOs to develop specific criteria to identify the poor and generate suitable mechanisms to target the poor for inclusion in the services to be developed in the Project;

## **Disbursement of Government Funds**

The PMC shall establish the project financial management system and shall prepare financial management guidelines and operating instructions, financial and accounts manuals, disbursement claims and other related financial documentation. Selected client staff will be trained in the financial management these sub projects as part of the day to day activities of the PMC.

## **Economic development and Investment promotion related tasks**

Prepare a detailed plan for developing local economy and identify key activities which will supplement the projects in achieving the Kota SCP goals

Prepare a detailed marketing and communication plan for the identified projects including assistance with various bilateral, country specific trade organizations etc.

Provide investment and local economy development facilitation

Prepare "Project Information Memorandum for each of the project in order to attract investors from private sector

Assist the client during "roadshows and investors meet to promote / attract investors

## **Scope of Work for Area Based Development (ABD) Module:**

The scope of services for ABD has been divided into three phases, viz. pre-implementation, implementation and post-implementation phase.

### **Stage 1: Pre-Implementation Phase**

#### **Overall Investment Program Management and Coordination for ABD**

1. The PMC shall establish one project office at Kota (location to be finalized during the Contract negotiation) and facilitate the services in an effective manner.  
The PMC shall be responsible for providing all necessary manpower, lodging and boarding for its staff members, office space, furniture and equipment, computers and peripherals, communication equipment, electricity, water, licensed software, worker, 3<sup>rd</sup> party and other insurances, vehicles, stationery, and licenses for intellectual property etc. for performing the services throughout the period of the Contract and to the satisfaction of the Client. Software shall include an electronic document management program that will be shared with the AMC Project office, as well all necessary technical programs.
3. The PMC will establish a schedule of coordination and progress meetings, to be approved by the client, to ensure that all stakeholders are kept fully informed of the status and activities of the Project. The PMC will submit monthly Progress Reports in an agreed format and shall fully support the client in reporting to the Government of Rajasthan.
4. During the project set-up period, the PMC shall prepare and submit a Quality Assurance and Quality Control (QA & QC) Manual delineating a consistent, comprehensive and uniform system of quality assurance and quality control of all aspects of the consultancy including, but not limited to, a system of checks and reviews of designs and a description of the type, frequency and procedures of on-site as well as laboratory tests and inspections etc. to be followed for design and construction supervision so as to enforce the highest standards of quality.
5. The PMC shall prepare a Safety Manual to be followed by all staff in the design office and on each construction site so as to maximize the safety of construction workers, engineers, and citizens.
6. The PMC shall prepare an Inception Report within two months of commencement which will include a report on activities during the mobilization period together with an updated work program and personnel schedule. The Inception Report shall include an agreed schedule of working papers that will be prepared during the course of the PMC and designed to ensure that all key Project issues are raised, discussed and agreed at an early date. These may include for example DPR review and recommendations, design criteria, SCADA, institutional development, proposed forms of contract, contract packaging and the public outreach program.

7. Prepare and submit detailed work program, including all pertinent activities and critical paths. Responsibility and function of each team member, co-ordination mechanism and procedures between the Consulting firm, contractor and the Employer; reporting system and the procedure etc. to ensure orderly and uninterrupted progress of the works. The mechanism and procedures set by the Consulting firm shall be subject to the approval by the client.
8. Identify all necessary approvals and permissions etc. those would be required during the implementation of the Contracts in accordance with the Government regulations and provisions of the Contracts.
9. Establish document control and proper filing system for project office, including official correspondence, drawings, site instructions, variation orders and site records. Establish channel and mode of communications.
10. Develop program management and tracking system, using commonly available Computer soft-wares to schedule and monitor all aspects of construction activities.

## **Stage2: Implementation Phase**

### **Data Collection and Review**

1. The PMC shall undertake a comprehensive review of existing documents and studies/DPRs available establish an information database and all existing other relevant information, reports, data, documents, maps, policies, plans and records pertaining to scope of the Project.
2. The PMC shall visit the proposed work sites of Sub Proposals in conjunction with Client officers and examine the current status, undertake critical evaluation of the existing service condition of transport facilities, civil structures, mechanical plant and electrical installations, identify needs for a structural condition survey and any other relevant investigations.
3. On completion of the review work, the PM C shall establish the baseline conditions and design an analytical framework and methodology, including program, for further data collection and validation. The PMC shall prepare the outline scope, program and budget for all necessary surveys and investigations. The PMC shall summarize this element of the Project in a Data Review Report along with possible need to phase the construction of work which shall be submitted for approval.

## **Feasibility Study Review and Update**

1. The PMC shall review existing planning standards, population projections, demand forecasts, design criteria and unit costs and undertake technical, financial, and economic due diligence of these and shall prepare recommendations for updating as necessary. Also, where the existing DPRs are not updated, it will undertake the preparation of new DPR. As part of this process the PMC shall establish appropriate service level benchmarks (SLBs).
2. The proposals shall be based on sound techno-economic investigations, estimates of capital works and revenue collection strategies.

## **Surveys and Site Investigations**

1. The PMC shall schedule and prioritize the critical surveys in such a way that the required designs can be carried out efficiently and expeditiously pursuant to the implementation of the Project.
2. PMC shall prepare the necessary sub-contract documents for comprehensive survey, testing, laboratory analysis and reporting.
3. The PMC shall identify the requirement for any comprehensive condition assessment and physical evaluation of existing assets related to the sub projects. PMC shall prepare sub-contract documents for engaging specialist agencies for undertaking such studies.
4. PMC shall assist the client in engaging sub-contract agencies for undertaking surveys, geotechnical investigations and site investigations if any.
5. All sub-contracts for the surveys, geo-technical and site investigations shall be contracted and paid by the Client directly using the sub-contract specifications and documents prepared by the PM C.

## **Requirements of Design**

1. Design requires the submission of all necessary information to enable the client to fully understand the design components through the submission of Specifications,

Drawings, BOQ and design calculations and for the Contractor to be able to build the designed works without further design input being necessary, with the exception of items to be provided by a supplier of the Contractors choice.

2. In case of the sub-projects to be executed using the Design-Build, PPP and Service Contracts mode, the PMC shall prepare the tender designs and specifications. The detailed engineering shall be carried out by the Contractor. The PMC role will be to review and approve the detailed designs and good for construction drawings submitted by the contractor.

3. In case of build only contracts, the PMC shall prepare the detailed designs.
4. For the projects being undertaken through other Govt. Departments under Convergence of various ongoing Centre and State Schemes, PM C will be responsible only for the Programme management aspects including peer review of the sub proposals developed by respective departments.
5. The PMC shall review the as-built drawings submitted by the contractor and approve them as appropriate.

### **Bid Document Preparation, Procedures and Evaluation**

1. The type of procurement is expected to be different for each of the key works components and it is the responsibility of the PMC to recommend the most appropriate methodology. Procurement may be by either single stage or two stage bidding as considered appropriate once the content of each contract package has been determined. It is probable that two stage bidding will be required where there is a substantial design element within the implementation contracts. All bid documents being prepared by the PMC shall have comprehensive BOQ such that all bidders can compete on an equal basis for the PMC's proposed solutions. However, in order to allow for the latest technological developments, the bidders may be allowed to submit alternative bids based on their own proposed designs to meet the specified performance requirements.
2. The PM C shall support the client throughout the bidding process for all works and operation contracts from bidding document preparation and prequalification through to the completion of contract negotiations and award. This shall include but not be limited to the preparation of bidder prequalification documents, attendance at the pre-bid meetings and site visits, technical and financial bid evaluation for single stage and/or two stage bid procedures and the preparation of Bid Evaluation Reports for approval by the client Bid Evaluation Committee. For two stage bids the PMC shall be responsible for seeking any clarifications of the first stage technical bids and preparation of relevant memorandums for inclusion in the invitation for the second stage bid.

The bidding documents should incorporate the preliminary design/detail design where applicable, BOQ and Specification for the Works. However, alternative designs from the bidders will be accepted in order that the client may benefit from innovative ideas proposed by specialist contractors with extensive DBOT experience.

3. The PMC should ensure that bidding documents contain all necessary safeguard documentation including the environmental management plans and the resettlement plans for the respective contract package.

### **Construction Engineering Management**

The PMC shall undertake, on behalf of the client, the supervision and management of all construction contracts during the period of the consultancy. This work shall be comprehensive and shall include but not be limited to the following:

1. Checking contractors designs and drawings for Design-Build, PPP and Service Contracts
2. Furnishing detailed drawings, with revisions as necessary, to the contractors for the Build only contracts;
3. Supervising and monitoring construction of all project components, preparing measurements for works completed and in progress and verifying bills for payment to the contractors/suppliers;
4. Checking the line, level and layout of construction to ensure conformity with the contracts, proposing any changes in the plans required as a result of findings during construction such as unforeseen obstructions;
5. Assessing and ensuring the adequacy of contractors' inputs in terms of materials, equipment, construction machinery, workers, and construction approach and methodologies;
6. Review, comment, and recommend for clients approval of the Construction contractor's proposed implementation schedule and programs, including time over-run aspect, if any. Monitor the schedule and proactively instruct the Contractors to take corrective action to complete the works in tune.
7. Examine, check, comment and recommend for necessary action on the Contractor's proposals, plans, detail designs, drawings and request for change, if any. Monitor and report on physical progress of the works and financial disbursements.
8. Review and recommend on the Contractor's claim for progress payments.
9. Review and examine the Contractor's request for variation orders, extra items, new rates, time extension etc. and submit recommendations for approval, if appropriate.
10. Assist in constructively and submit recommendations in resolving any difficulty or dispute that may arise during the Program implementation. Examine, evaluate and submit recommendations on any claims for additional time OT payment submitted by the contractors.
11. Assist SPV in certification of partial, substantial and final completion of the works in accordance with the provisions of the Contracts, including stage certification and final acceptance test.
12. During the entire stage of project implementation assist on liaison with local authorities and state/ central government agencies.
13. Prepare essential works documents including quick progress report, quality, disbursement or any other relevant matter as may be required by the client to submit it to MoUD
14. Ensure required instructions received and complied with the requirements of the contract.
15. Be responsible for management and supervision of Construction



contracts under the current Law of the Employer's country.

16. The Consulting firm shall maintain sufficient site-based staff, with clear allocation of duties, to supervise day-to-day construction activities.
17. For the components issued on design and build contract, review the detailed engineering design for its correctness and adequacy prior to start of Works, report of findings and propose/ recommend for modifications or corrections to any defect or omissions.
18. Review the Contractor's construction methodology, work proposal and working drawings to the extent required by respective contract. Submit comment on requirement of modifications, if any, and recommend for approval as appropriate.
19. Check the adequacy and quality of Contractor's input in terms of material, equipment & machinery, workers and safety requirement prior to commencement of the works and time-to-time during the course of construction activity.
20. Facilitate in setting out the works and ensure its correctness during the implementation.
21. Inspect and supervise the day-to-day operations and activities of the contractor to ensure that the completed works are in compliance with the approved drawings and specifications of relevant construction contracts.
22. Recording of measurements of the works executed or in progress as the case may be and review & scrutinize contractor's periodic invoice and certify for release of payment as directed by the client.
23. Monitor the contractor's compliance with safety requirements during and prior to the commencement of construction activity. Assist in preparation of Accident report in the event of occurrence of any accident on the site.
24. Monitor the engagement of child labour by the contractor, if any. Ensure the compliance by the contractor of the labour protection clause in the Contract or required by the regulatory authority.
25. Ensure the compliance by the contractor of the Environmental Monitoring/ Environmental Management Plan in the Contract or required by the regulatory authority.
26. Maintain at site or at project office, all duplicates of the Contracts, technical drawings, catalogues and drawings, and specifications, survey notes, quality control documents and any other documents, as necessary.
27. Assist the Contractor to develop alternative methods to overcome unexpected obstacles which may affect to the execution of the works.
28. Co-operate, facilitate and report on all removal/ relocation of on-site activities pertaining to ground or underground utilities.
29. The Consulting firm shall assist, co-operate, facilitate and submit recommendations on the Traffic management during the removal/ relocation of underground utilities and during the execution of construction works.
30. The Consulting firm shall review the aspect of Traffic management in the Contractor(s) programs and, ensure and facilitate its compliance by the

contractors during the execution of construction activity and removal/relocation of utilities.

31. Examine the completion drawings/ as built drawings prepared and submitted by the Contractor, submit recommendations in the event of change or correction is required therein prior to acceptance by the Client.
32. Inspect the Works at appropriate intervals during the Defect Liability Period and certify the Defect Liability certificate.
33. Inspect the works on completion and before taking over, and indicate to the Engineer-in-Charge/Project Manager and identify any outstanding work that is required to be carried out by the Contractor during the Defect Liability Period.
34. Assist the Employer in taking over completed works from the contractors, in particular by preparing lists of defects to be remedied / corrected by the contractors.
35. Assist the Employer for determining a reasonable reduction in the Contract Price due to non-completion of the remedial work by the Contractor.
36. Assist the Employer in preparing documentation required for the taking process of the Plant/Works
37. Ensure maintenance of documentations on the Quality control and Quality assurance, test reports, log books etc by the Contractors in an acceptable manner.
38. Check internal quality management system of the contractors: documentation, quality management method. quality control reporting, quality control staffing. Submit its recommendation any change if warranted/ deemed necessary. Periodically audit contractor's compliance with quality control/ quality assurance requirements and submit report to the Client.
39. Assist the client to ensure that type and frequency of test requirements for material on site and in laboratory comply with technical specifications as required in the contract.
40. Store all records and documents related to quality assurance/ quality control at safe custody and make Available when required.
41. Maintain daily notes/ diary of execution progress for each construction activity on site as well as notes of arising potential problem on site that may affect the execution progress or require change or variation.
42. Attend periodic meetings with Client and the contractors to discuss, approve the execution progress, remaining progress, difficulties, and any potential problem anticipated that may effect on execution, progress, propose constructive solutions/ remedies to overcome problem and difficulties for smooth operations of execution progress.
43. Attend, facilitate constructively and report all feedback/ complaints of community related to execution of works.

44. Carrying out third party inspections as necessary and providing certification on the quality of the materials/plant/supplies based on such inspections;
45. Monitoring and enforcing, as detailed in the Contractors Safety Manual, the measures established to ensure safety of the workers, other project personnel, the general public and works;
46. Evaluating and processing contractors' requests for interim payment;
47. After physical completion of the contracts, review the as-built drawings and operating manuals prepared and submitted by the Contractor

### **Contract Administration**

The PMC shall assist the client with the administration of the contracts. This will include but not be limited to:

1. Working as the Engineer or Employer's Representative within the context of the Conditions of Contract;
2. Preparing Construction and Operation Monthly Progress Reports in agreed formats for each sub-project in suitable project monitoring software, including physical and financial progress, reports on variations, time-extensions, problems and issues etc.
3. Regularly monitoring physical and financial progress against the milestones as per the Contracts so as to ensure completion on time;
4. Monitoring and enforcing, as detailed out in the Contractors' QA & QC Manuals, the quality of inputs, processes, and outputs during all activities of construction to ensure the highest quality of works conforming to the specifications and drawings;
5. Examining Contractors' claims for time extensions, variations, additional compensation etc. and recommending appropriate decisions;
6. Assisting the client in the resolution of various other contractual issues and overall contract management; and
7. Monitoring the performance of the contractors during the Defects Notification/Liability period.

### **Stage 3: Post Implementation Phase**

#### **A. Sub Proposal Appraisals**

The consultant will prepare a detailed sub project appraisal report for each of the sub projects implemented by the SPV in line with its performance as per parameters set in the respective contracts and also document key success factors and lessons learnt and its performance against the KPIs set in the Smart City Proposals. Consultant will also document the best practices followed on the proposals and its potential for standardization and replicability on other projects.

#### **B. Impact assessment and evaluation of the initiatives**

The Consultant will create framework for evaluation of success parameters of the initiatives implemented under this project. These should include all the applicable regulatory / compliance guidelines, leading practices, international smart city standards As a part of its proposal, the Consultant should provide a snapshot of such a framework to demonstrate their understanding of the project objectives.

Consultant will be required to periodically conduct assessment of all initiatives and update their status against the assessment scorecard. Corrective actions should be recommended and tracked on a regular basis.

#### **C. Smart city initiatives – Linkage to Dash Boards**

The consultant will be required to integrate the outputs of the ABD proposal to the city level dashboard being developed under pan city initiatives, which will provide inputs from all the solutions in a single window for different levels of city officials. This will cover all the ICT initiatives implemented under the ABD.

## **Scope of Work for Pan City Solutions**

The Consultant shall be end to end responsible, but not limited to the details contained in this RFP as well as the ASCP, for all the ICT activities for the city of Kota, such as detailing business / functional and technical specifications, working out sustainable architectures / technologies, solutions and components (including providing of comparisons of different solutions with costs), detailed designing and evolving BOQs, working out budgets for all the technology infrastructure items that are stated in this document and as needed for any world class smart city or otherwise to be implemented in Kota.

The Consultant will also be drafting the RFPs for engagement of System Integrator(s), defining transition and steady state operational requirements including KPIs and SLAs, working out various kinds of plans / schedules, integration requirements of city wide IT solutions and components, carrying out activities around quality assurance, test and acceptance (of SI supplied infrastructure), own continuous interaction and coordination with all discipline owners such as of utilities, trunk infrastructure (including civil contractors) for enhancing value by way of bringing in ICT and / or automation packages (including PLCs/ SCADAs) for various city wide utilities and other units, integration, optimisation (of automation of utilities and other units) etc., seamlessly dovetailing automation of city wide utilities and other units in to city's ICT infrastructure, assuming role of ICT implementation assessor and optimiser to AMC by way of providing continuous oversight, monitoring, control and project management for successful implementation of end to end ICT and other aforementioned infrastructure for Kota and upon moving ICT infrastructure to steady state, ICT Consultant will also provide training to SPV personnel, besides, providing handholding, organising / preparing training and standard operations manuals etc. and any other required tasks (as needed and / or decided by AMC) etc.

Associated activities (including taking care of ICT enablement for all civil and trunk/infrastructure, city utilities and meeting statutory / regulatory related requirements) for implementing an end to end manner shall also be the responsibility of the Consultant. In the post implementation phase, the Consultant will co –own the operations responsibility along with the selected MSP/SI.

The scope of services has been divided into three phases, viz. pre-implementation, implementation and post-implementation phase.

### **Stage 1: Pre-Implementation Phase**

The key outcome expected from the Consultant in this phase to create a comprehensive technology vision and plan for all the solutions under Pan City Solutions and ABD and then prepare detailed design and implementation framework for each of these. Further, the Consultant would be required to assist in on-boarding System Integrator (SIs) for implementing these solutions.

The scope of work under the pre-implementation has been classified into different modules. The first module consists of the common activities, which will build the base for embarking upon design for the other modules. The remaining modules are the different technology solutions, envisaged to be implemented under PCS and ABD.

a. Diagnostic Study

The Consultant will study the SCP, its artefacts, as well as the current city development plans and status of the current / planned ICT initiatives in Kota. The Consultant will conduct an assessment of the current processes as well as IT systems to understand the gaps between Kota smart city objectives and its current status.

b. Kota Smart City Technology Vision and Strategy Preparation:

Based on the results of the diagnostic study, as well as Kota's vision for technology solutions under PCS and ABD, a comprehensive technology vision and strategy need to be prepared.

c. Technology modules under PCS and ABD

For all the technology modules identified in ASCP under pan-city PCS as well as ABD, the Consultant will be responsible for design and detailing, in line with leading standards, to meet the KPIs envisaged by Kota.

For the technology solutions proposed under PCS and ABD, the Consultant would be required to:

- Thoroughly study the existing plans, reports, documents, data, studies, initiatives available from various stakeholders
- Study the current processes and operating procedures followed by different stakeholders in each of the domain
- Conduct current estimation and future forecasts of relevant parameters in each of the domains such as demand, usage, footfall, flow, density, etc.
- Assessment of needs of the various public and private sector stakeholders as well as citizens  
Undertake detailed feasibility assessment studies, including on-ground studies, conduct
- Analysis and calculations based on common rules and benchmarks to ascertain the design of the proposed solutions
- Identify the leading practices and benchmarks across each of the domains and technology solutions
- Identification of services that will be integrated and delivered through the proposed technology solution

- Study of the existing initiatives which need integration with the proposed initiatives, and preparation of integration blueprint
- Enumeration of the existing applications and data components which would need to be integrated with the new technology solutions
- Prepare detailed design of the various solution components
- Identify systems / solution platform along with detailed system architecture
- Prepare detailed plan with system requirements and configurations
- Identify implementation model and procurement model for each of the technology solutions
- Prepare overall project cost assessment as well as project funding mechanism
- Prepare implementation plan, detailing out the components, locations, partners, procurement phases, etc. for each of the solution components. Identify the responsibilities of various stakeholders in successful implementation of the solutions
- Enumeration of the KPIs and SLAs for each of the solution components

The bidder has to prepare impact assessment report on the Project after expiry of the one year of monitoring as may be required by the Client. The report should include the objectives of the project, status of various tasks/service etc. at beginning of the period, efforts made during the period and situation at the end of the period, whether desired objectives were achieved fully or partially, constraints experienced in achieving objectives, suggestion as to overcome the constraints, best practices observed during the period.

## **Stage 2: Implementation phase**

Once the Managed Services Provider (MSP) is on-board, the PMC will be required to actively engage in management of the entire project for successful implementation of all the technology initiatives. The consultants will also be responsible, with support from the selected MSP, for capacity building and change management of various project stakeholders.

The consultant will have responsibility of managing the project activities on behalf of the client. PMC will administer the contract of the MSP and regularly coordinate, monitor, escalate and report their activities so as to ensure a successful and effective completion of the project. The major activities include:

## **I. Project management setup**

- a. Preparation of project management and monitoring framework, with participation from all major project stakeholders
- b. Setup the project communication framework, project reporting framework, project governance and project risk management framework.
- c. Establishing Change Request Management Process

## **II. Technical validation and Defining configuration requirements**

- a. Technical validation of technology architecture, data exchange protocols, integration methods
- b. Resolving ways of achieving functional capabilities through hard-coding vis-à-vis re-configurable methods
- c. Technical validation of bought-out components, specifications, OEM equipment
- d. Based on the functional needs and evolving operating models, define in detail the various workflows, KPIs, alerting and reporting requirements
- e. Match needs of users with capabilities of chosen technology architecture, balancing immediate, medium-term and long-term needs
- f. Assess variations that emerge in specific locations, quantities, specifications, functional capabilities

## **III. SLA monitoring**

- a. Monitoring the performance of the M SP against the base project plan.
- b. Measuring the performance of the overall system in terms of availability & efficiency against the service levels already defined for MSP
- c. Suggest changes in SLAs, if required
- d. Suggest corrective and preventive measures to SPV and M SP to enhance the performance of the system.
- e. Undertake field visits of call centre, traffic intersections, depots, field locations and vehicles, etc.
- f. Ensure adherence to SLAs and RFP requirements
- g. Assisting the client in calculating the incentives, penalties and payments to M SP as per the payment milestones.

## **IV. Implementation monitoring and Program Management Support**

- a. Identification of risks and suggesting mitigation plans
- b. Assistance in designing the Government orders and other communications that will be circulated across the State for the implementation of the project.

All the above outlined activities may be required to be completed expeditiously given the strategic



nature of the initiative.

- a. Assist, support and oversee the implementation of the technology initiatives
- b. Assist, support and review Integration requirements with city Intelligent Transport System (ITS) and with that of FI systems including the clearing house.
- c. Transition strategy and planning.
- d. Monitoring of the project during the period of implementation.
- e. Facilitate interaction (including information gathering sessions, written requests for information, workshops, feedback sessions, etc.) between project stakeholders and implementation agencies
- f. Assist in defining and implementing of policy processes & guidelines
- g. Coordination with stakeholders and implementation agency to resolve any technical issues
- h. Review technical architecture, deployment and other related activities
- i. Raise structured alerts of any kind of technical errors to the client
- j. Assist in coordinating interaction of project stakeholders and implementation agency with external entities like banks, other financial institutions, 3rd party service providers, etc.
- k. Responsible for monitoring SLA of the platform and services as per the RFP
- l. Review of functional specifications, test documents, acceptance plant, project plans, and architecture related to City transport, Branded Smart Card Fare Collection System.
- m. Interact with various regulatory authorities like NPCI, RBI where required
- n. Closely review the FAT (Functional Acceptance Testing), Load Testing, Performance Scalability Testing, the FI is required to provide the necessary baseline documents and other documentary evidence of carrying out the testing for necessary testing and will assist Project management in all these aspects to complete the testing
- o. Reporting and escalation for any kind of process related bottlenecks
- p. Analysis of dash boards and reports to come up with business insights
- q. To assist in dissemination of initiatives by the client by advising on marketing and promotion strategies and implementation
- r. Define change management process
- s. Any other project specific tasks assigned by the client.

## **V. Testing and approval for deployment**

- a. Define test conditions and parameters

- b. Closely review the FAT (Functional Acceptance Testing), Load Testing, Performance Scalability Testing, Security testing
- c. Review necessary baseline documents and other documentary evidence provided by M SP of carrying out the testing.
- d. Reporting and escalation for any kind of process related bottlenecks

### **Stage 3: Post Implementation Phase**

Once the system(s) are implemented and they go-live PMC is expected to provide support and undertake tasks such as handholding support to the authority in terms of organising the data gathered and analytics, supporting communications with MoUD, State urban development department in terms of compliance to SCP, monitoring KPIs and outcomes identified in the SCP, undertake periodic evaluation of project outcomes, preparing Standard Operating Procedure (SOP) and training the stakeholders on it, suggest if the systems require any modifications and system enhancements, prepare a road map for moving to the next level / maturity etc.

It is needless to say that the Consultant will carry on the work being done in the previous phases of this project. Any changes or improvements to the work products from previous phases will have to be made by the consultant.

Kota expects the smart city initiatives to bring about a lasting change in the city administration framework as well as quality of life of the citizens. Therefore, post the go-live of smart city initiatives under PCS and ABD, the Consultant will be responsible for the following activities:

#### **D. Regular analysis and improvement of implemented initiatives**

The Consultant will assist in the operations and sustainability of all the IT initiatives implemented under this project, along with the System Integrators(s) or Managed Service Provider (M SP). This will include a regular study and analysis of the operations of these initiatives, study of SLA reports to confirm that MSP adheres to the agreed upon SLAs, assistance in contract administration of MSPs, identification of improvement opportunities, etc. For each individual solution, the Consultant will be required to conduct regular demand forecasting and analysis, to ensure that the software / hardware / manpower sizing of each solution is adequate to seamlessly meet the future requirements. For the initiatives implemented under ABD, the Client may ask the Consultant to assist in design, procurement and project management, for implementing these solutions in other areas of the city.

#### **E. Impact assessment and evaluation of the initiatives**

The Consultant will create framework for evaluation of success parameters of the initiatives implemented under this project. These should include all the applicable regulatory / compliance guidelines, leading practices, international smart city standards (e.g. ISO 37120), KPIs set out by

SCP, etc. As a part of its proposal, the Consultant should provide a snapshot of such a framework to demonstrate their understanding of the project objectives.

Consultant will be required to periodically conduct assessment of all initiatives and update their status against the assessment scorecard. Corrective actions should be recommended and tracked on a regular basis.

#### **F. Analytics of various solutions**

The consultant will be required to implement an analytics solution for analysing the data gathered from operations of the various solutions as well as open source data gathered through crowd sourcing or social media, news, etc. The software and hardware required for implementing and operating this solution will be purchased by the client, upon consultation with the selected Consultant. The analytics solution implemented by the bidder should meet all the analytics and reporting needs of the client. It should be used for the purpose of identification of issues, assessment of trends, forecasting demands, reduction in costs, early detection of issues, etc. It is understood that the System Integrator(s) and MSP will also implement their analytics solutions for assessment of the individual solutions. Therefore, the analytics solution to be implemented by the Consultant will be a city-wide solution, and will also take results from these systems as inputs.

### 1.1.1. Smart Solution (ABD Projects)

#### A. As-Is

- i. Review existing available documents & infrastructure.
- ii. Identify key stakeholders from City/ Official/ Elected Representatives/ Concerning NGOS, Eminent Citizens, Representative from Premium Institutes of the City/ State, Representatives of Business Organization in consultation with the Commissioner/ CEO of SPV etc. for consultation.

Evaluation of existing Broadband infrastructure in the city including both Government and Private Sectors to identify existing connectivity gaps (Fiber availability, Network Hubs, Redundancy etc.).

- iv. Prepare the separate As-Is of each ABD Project.
- v. Prepare & submit the locations with Latitude & Longitude (e.g. electricity poles, stations/ sub stations, water zones etc.), for the sensors & devices to be mapped in GIS for Water/ Sewerage/ Solid Waste/ Street Lighting/others Management.
- vi. Identify & prepare the interfaces of integration between the projects under As-Is.
- vii. Submit a simple & clear architecture of whole As-Is system consisting of all A B D Projects in integrated manner.

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

- i. Prepare the separate To-Be of each A BD Project.
- ii. Identify & prepare the interfaces of integration between the projects under To-Be.
- iii. Submit a simple & clear architecture of whole To-Be system consisting of all ABD Projects in integrated manner.
- iv. Prepare the functional & non-functional requirements specifications.
- v. Prepare Networking and connectivity requirements
- vi. Identify & prepare Data digitisation requirements
- vii. Identify & prepare Training requirements
- viii. Study of various technologies and suggest the most viable techno economical solution
- ix. Prioritize the activities of the projects/components and prepare a tentative implementation plan.
- x. Identification the risks & mitigations

### **C. Smart Solution Project Implementation Support**

The project implementation support shall include i.

#### Project Management Activities

- a) 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) Responsible for reviewing the deliverables submitted by SI within a period of 2 week (or as agreed with SPV) from the receipt of that deliverable.
- e) Highlight deviations/issues in the deliverables of SI to relevant authority within the specified time limits and assist SI and SPV in resolution of issues.
- f) Prepare Capacity building plan
- g) Prepare Change Management Plan
- h) Identify the legal changes required and assist in drafting and issuance of Government Orders for giving effect to the BPR
- i) Ensure that the technology standards, guidelines & frameworks are adhered to during implementation.
- j) Suggest and co-ordinate capacity building needs and training programs.
- k) Monitor and maintain issue tracker and keep on updating the status of all risks and issues from time to time.
- l) Defining the escalation mechanism for timely resolution of issues & risks.
- m) Co-ordinate for STQC certification.
- n) SLA monitoring
- o) Monitoring the performance of the SI against the base project plan
- p) Monitoring the performance of the overall system in terms of availability & efficiency against the service levels already defined for SI
- q) Suggest changes in SLAs, if required
- r) Suggest corrective and preventive measures to SPV and SI to enhance the performance of the system
- s) Coordination with various stakeholders
- t) Coordinate with all the stakeholders and support the state departments while interacting with various agencies (internal and external) during the course of the project.

- u) Build mechanisms to ensure coordination and consultation between all key stakeholders and members of the SPV on a continued basis to facilitate the execution of the project.
- ii. Monitoring the deployment and commissioning of necessary hardware
  - a) Monitoring installation and commissioning of ICT infrastructure
  - b) Ensure the facility management services and help desk of the SI, to ensure system uptime
  - c) Provide fortnightly reports to SPV for the status of implementation till “go-live”.

#### Engaging STQC for Audit

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

#### **Application audit :**

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

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

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

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

- a) Review of backup process, including schedule, storage, archival and decommissioning of media

- b) Physical access controls review (over DC and other critical area)
- c) Review of change management process
- d) Incident management process – covering identification, response, escalation mechanisms
- e) Anti-virus (malware) controls – patching, virus definition file update
- f) General computer controls review
- g) Audit of IT Infrastructure will include monitoring the deployment of IT infrastructure at various locations including Data center and Disaster recovery center as per the BOM specified for the SI.
- h) Performance / SLA Audit - whether the actual level of performance of the services is the same as specified in the contract of SI.
- i) Identify the key issues / bottlenecks in the system and will suggest the mitigation plans.
- j) Overall compliance to MSA and SLA - The compliance of the implementation partner with any other obligation under the MSA and SLA.

iv. UAT and Go-Live Report

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

v. Monitoring the O&M

- a) Support SPV for monitoring of the compliance of the contractual obligations of the SI.
- b) Monitor the operations and maintenance of the overall system as per the standards and requirements defined for SI including but not limited to resolution of issues, availability of the system, updating hardware or system software etc. for a period of 2(*two*) years from the engagement date.

- c) Ensure that the SLAs and performance levels defined for SI are met as agreement.  
The Consultant shall review the SLA performance, capacity and effectiveness of the helpdesk set up by the SI.
- vi. The consultant shall be responsible for reviewing the work of System Integrator and recommendations of the payments to the SPV.
- 1.1.2. The Consultant shall provide the support the Smart City/SPV for the successful completion of the Smart City Project and its closure.



### 1.1.3. Smart Solution (Pan-city Projects)

#### D. As-Is

- i. Review existing available documents & infrastructure.
- ii. Identify key stakeholders from City/ Official/ Elected Representatives/ Concerning NGOS, Eminent Citizens, Representative from Premium Institutes of the City/ State, Representatives of Business Organization in consultation with the Commissioner/ CEO of SPV etc. for consultation.

Evaluation of existing Broadband infrastructure in the city including both Government and Private Sectors to identify existing connectivity gaps (Fiber availability, Network Hubs, Redundancy etc.).

- iv. Prepare the separate As-Is of each Pan Solution.
- v. Prepare & submit the locations with Latitude & Longitude (e.g. electricity poles, stations/ sub stations, water zones etc.), for the sensors & devices to be mapped in GIS for Water/ Sewerage/ Solid Waste/ Street Lighting/others Management.
- vi. Identify & prepare the interfaces of integration between the projects under As-Is.
- vii. Submit a simple & clear architecture of whole As-Is system consisting of all Pan Solutions in integrated manner.

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

- i. Prepare the separate To-Be of each Pan Solutions Project.
- ii. Identify & prepare the interfaces of integration between the projects under To-Be.
- iii. Submit a simple & clear architecture of whole To-Be system consisting of all Pan Solutions in integrated manner.
- iv. Prepare the functional & non-functional requirements specifications.
- v. Prepare Networking and connectivity requirements
- vi. Identify & prepare Data digitisation requirements
- vii. Identify & prepare Training requirements
- viii. Study of various technologies and suggest the most viable techno economical solution
- ix. Prioritize the activities of the projects/components and prepare a tentative implementation plan.
- x. Identification the risks & mitigations

The project implementation support shall include

i. Project Management Activities

- a) 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) Responsible for reviewing the deliverables submitted by SI within a period of 2 week (or as agreed with SPV) from the receipt of that deliverable.
  - e) Highlight deviations/issues in the deliverables of SI to relevant authority within the specified time limits and assist SI and SPV in resolution of issues.
- f) Prepare Capacity building plan
- g) Prepare Change Management Plan
  - h) Identify the legal changes required and assist in drafting and issuance of Government Orders for giving effect to the BPR
  - i) Ensure that the technology standards, guidelines & frameworks are adhered to during implementation.
- j) Suggest and co-ordinate capacity building needs and training programs.
  - k) Monitor and maintain issue tracker and keep on updating the status of all risks and issues from time to time.
- l) Defining the escalation mechanism for timely resolution of issues & risks.
- m) Co-ordinate for STQC certification.
- n) SLA monitoring
- o) Monitoring the performance of the SI against the base project plan
  - p) Monitoring the performance of the overall system in terms of availability & efficiency against the service levels already defined for SI
- q) Suggest changes in SLAs, if required
  - r) Suggest corrective and preventive measures to SPV and SI to enhance the performance of the system
- s) Coordination with various stakeholders
  - t) Coordinate with all the stakeholders and support the state departments while interacting with various agencies (internal and external) during the course of the project

- u) Build mechanisms to ensure coordination and consultation between all key stakeholders and members of the SPV on a continued basis to facilitate the execution of the project.

ii. Monitoring the deployment and commissioning of necessary hardware

- a) Monitoring installation and commissioning of ICT infrastructure
- b) Ensure the facility management services and help desk of the SI, to ensure system uptime
- c) Provide fortnightly reports to SPV for the status of implementation till “go-live”.

iii. Engaging STQC for Audit

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

x **Application audit :**

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

x **Review of Network and Website will include:**

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

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

- a) Review of backup process, including schedule, storage, archival and decommissioning of media
- b) Physical access controls review (over DC and other critical area)
- c) Review of change management process
- d) Incident management process – covering identification, response, escalation mechanisms
- e) Anti-virus (malware) controls – patching, virus definition file update
- f) General computer controls review
- g) Audit of IT Infrastructure will include monitoring the deployment of IT infrastructure at various locations including Data center and Disaster recovery center as per the BOM specified for the SI.
- h) Performance / SLA Audit - whether the actual level of performance of the services is the same as specified in the contract of SI.
- i) Identify the key issues / bottlenecks in the system and will suggest the mitigation plans.
- j) Overall compliance to MSA and SLA - The compliance of the implementation partner with any other obligation under the MSA and SLA.
- iv. UAT and Go-Live Report
  - a) Assist & support to assess and certify the solution and associated infrastructure & services.
  - b) Planning, preparing & execution of the User Acceptance Test, tracing the functional requirements before the Go Live
  - c) Preparation and submission of Go-Live Report, which should shall include the following:
    - Hardware at various locations and data centre
    - Networking equipments and connectivity
    - Data di gitisation and migration
    - Training to the departmental personnel
    - Handholding support
    - Integration with applications of other departments / agencies etc.
    - Any corrective or preventive actions required from any of the stakeholders
    - Highlight the changes required in the applications and ensure that the suggested changes are incorporated in the system by the SI
- v. Monitoring the O&M
  - a) Support SPV for monitoring of the compliance of the contractual obligations of the SI
  - b) Monitor the operations and maintenance of the overall system as per the standards and requirements defined for SI including but not limited to resolution of issues,

availability of the system, updating hardware or system software etc. for a period of 2(two ) years from the engagement date.

- c) Ensure that the SLAs and performance levels defined for SI are met as agreement. The Consultant shall review the SLA performance, capacity and effectiveness of the helpdesk set up by the SI.
  - vi. The consultant shall be responsible for reviewing the work of System Integrator and recommendations of the payments to the SPV.
- 1.1.4. The Consultant shall provide the support the Smart City/SPV for the successful completion of the Smart City Project and its closure.

### **Team Composition & Qualification Requirements for Key Experts**

Given that heritage conservation, urban rejuvenation and tourism enhancement being the predominant nature of projects in the Area Based Development and also the fact that there is very little precedence of implementation of Smart Cities in India, the client intends to avail services of international experts for key positions. Thus the Team Leader and heritage conservation expert are expected to be international expert.

The consultants are required to deploy suitable team under below given pools:

#### **Core Team:**

The core team of experts will be required provide key services such as project and communication protocol management, monitoring & evaluation, stakeholder coordination, finance and procurement, capacity building and change management, branding and investment promotion, domain expertise etc. Further for sake of continuity and smooth transition between various phases of project life cycle, module leaders i.e. Module Leaders of Module ABD and Module PCS will be part of this pool.

For all Key Personnel in Core Team, minimum experience required is 10 year.

Educational requirements: Preferably Post Graduates in their domain of expertise.

#### **Module ABD:**

Further the consultant is expected to deploy key experts in the Module ABD which will basically assist the client in implementation of non-digital projects/ interventions. This pool of experts will be not required to provide continuous input throughout the duration of the assignment but will have to provide inputs as and when required during the execution of the project.

For all Key Personnel in Module ABD, minimum experience required is 7 year.

Educational requirements: Preferably Post Graduates in their domain of expertise.

#### **Module PCS:**

The consultant is expected to deploy key experts in the Module PCS which will assist client in implementation of digital projects / interventions. This pool of experts will be not required to provide continuous input throughout the duration of the assignment but will have to provide inputs as and when required during the execution of the project.

For all Key Personnel in Module PCS, minimum experience required is 7 year.

Educational requirements: Preferably Post Graduates in their domain of expertise.

**Non Key Experts:**

The consultant is expected to deploy adequate no. of Non Key Experts and Support Staff which will assist the Core team and Module Key Experts in implementation of the project.

For Non Key Experts, minimum experience required is 5 years Educational requirements: Graduates/Diploma in their domain of expertise

**Table 3.1 – Summary of Professionals**

Sr. no.	Professionals& Person months	Min. Qualification & Experience	Responsibilities
<b>KEY PROFESSIONALS(CVs to be evaluated during technical evaluation)</b>			
1.	<p style="text-align: center;"><b>Team Leader (32)</b></p>	<ul style="list-style-type: none"> <li>• Graduate in Civil Engineering and Post Graduate in Business Administration from reputed institute with 16 years experience in implementation of large urban infrastructure projects for cities.</li> <li>• Should have implementation experience in the capacity of Team Leader/Project Manager or Project Director for atleast 2 projects of Rs. 500 Cr. each</li> <li>• Good experience in leading the team.</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for overall management and administration</li> <li>• Responsible for overall management and administration of the project components during design and construction of both modules i.e ABD &amp; PCS.</li> <li>• Advice on procurement and bidding process</li> <li>• Construction supervision, quality monitoring, contract management;</li> <li>• Establishment of Construction Management and Project Performance Monitoring and Reporting System;</li> <li>• Assist in resolving contractual issue during implementation;</li> <li>• Preparation of Progress as well as Project Completion Report;</li> <li>• Scheduling and ensuring timely mobilization/ demobilization of team members.</li> <li>• To monitor implementation of Smart Cities Mission</li> <li>• Coordination between State Govt. &amp;ULB/SPV of the Smart City</li> <li>• Compilation of information of Smart Cities to be submitted to GoI</li> </ul>

<p>2.</p>	<p><b>Urban Transport Expert (12)</b></p>	<ul style="list-style-type: none"> <li>• Post Graduate/Graduate in Transportation Engineering/Planning/Traffic engineering from reputed institute with having experience in planning &amp; designing of urban public transport system, parking, Non motorized transport system using IT solutions.</li> <li>• Should have 10 years experience in similar field.</li> <li>• Urban roads/intersection/ grade separators/ pavement design, parking and other road components for arterial, collector and plot level roads of large townships/ industrial estates.</li> <li>• Should have led at least 3 projects in similar capacity.</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for analyzing public transport network with respect to travel demand, design and overall optimized multi-model public transport network and suggest rationalization measures of existing routes.</li> <li>• PT integration of all models</li> <li>• Appraisal of subprojects for urban transport;</li> <li>• Assist Procurement</li> <li>• Oversee contract management and performance monitoring of the contractors</li> <li>• Ensuring the construction activities are implemented as per design in field;</li> <li>• Assist in preparation of Project Completion Report</li> <li>• To Road infrastructure for NMT including cycle tracks, bus shelter, barrier free access (footpath, bicycle sharing points, junction improvement, signages and parking)</li> <li>• To Digital Signages and ITMS</li> <li>• To Eco-friendly cool corridor</li> <li>• To ICT solution implementation for integrated public transport as described in the SCP</li> <li>• To PRTS (Convergence)</li> <li>• Procurement of E buses</li> <li>• Smart Intelligent transportation system and Command Control Center: setting up Command Control Center, laying Optical fibre network, installation of CCTV cameras, E-challan, Smart Crossing, Solar blinkers, Presence of ATCS and City-wide App / Website.</li> <li>• Smart Parking – Smart Street Parking and passenger information system</li> </ul>
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<p>3.</p>	<p><b>Module Leader ABD (30)</b></p>	<ul style="list-style-type: none"> <li>• Graduate in Civil Engineering /Planning/Management from reputed institute with experience of 12 years in Planning, Project Management and Construction Supervision for large infrastructure projects of Public Health Engineering, Municipal projects</li> <li>• Should have implementation experience in the capacity of Team Leader/project manager or project director for atleast two large urban infrastructure development projects costing Rs. 500 Cr like Townships, SEZ's, Industrial cities, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for planning, designing, estimation, bid document preparation &amp; procurement, implementation, monitoring and supervision for all related Area based development projects.</li> </ul>
<p>4.</p>	<p><b>Module Leader PCS (30)</b></p>	<ul style="list-style-type: none"> <li>• Graduate in Engineering with Master in Transportation Engineering/Planning/Management/Transport Management from reputed institute.</li> <li>• Specialization in IT/implementation of smart solutions in IT field will be advantages.</li> <li>• Should have consulting/ implementation experience for atleast one large urban public transport project/smart city projects costing Rs. 500 Cr</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for planning, designing, estimation, bid document preparation &amp; procurement, implementation, monitoring and supervision for all related Pan City Solutions projects.</li> </ul>

5.	<p align="center"><b>Financial Expert (24)</b></p>	<ul style="list-style-type: none"> <li>• MBA in Finance/CA/CFA from reputed institute with Economic Development / Investment promotion experience with Govt. Departments</li> <li>• 10 years experience in financial analyst, financing in urban projects.</li> <li>• Led Financial Management for minimum 3 large infrastructure projects.</li> </ul>	<ul style="list-style-type: none"> <li>• Set up systems and procedures for financial management of the project</li> <li>• Assist SPV in managing and handling all financial and accounting matters of the project, monitoring the fund disbursement.</li> <li>• Submission to the State Government &amp; SPV/ULB impediments to the quality and progress of the works and remedial actions</li> <li>• Assist the SPV &amp; PMC in preparing periodic budgets including equipment budgets and establishing financial accounting and control systems ensuring funds flow from the GOI and onwards to the implementing agencies.</li> <li>• Preparing periodic financing requests on behalf of SPV.</li> <li>• Prepare Accounts and Operation &amp; Maintenance Manual and assist in preparation of other mandatory deliverables.</li> </ul>
6.	<p align="center"><b>PPP Expert (12)</b></p>	<ul style="list-style-type: none"> <li>• Graduate in Engineering with Post graduate in MBA/CA/CFA from reputed institute, Experience of 10 years in projects funding, structure on PPP Mode.</li> <li>• Should have implemented of minimum 2 PPP Projects of INR 100 Cr. and achieved financial closure.</li> </ul>	<ul style="list-style-type: none"> <li>• Developing performance based contracts on different model.</li> <li>• Preparation of Bid Documents for PPP mode service delivery contracts with assistance from subject experts.</li> <li>• Selection of Concessionaires as per the bid documents for PPP mode service</li> <li>• Contract management of performance based urban service delivery contracts and contracts on PPP mode.</li> </ul>
7.	<p align="center"><b>Procurement Specialist (12)</b></p>	<ul style="list-style-type: none"> <li>• Degree in Civil/ PHE or Construction Management/ Contract Management from reputed institute.</li> <li>• Should have 10 years experience in similar field.</li> <li>• Should have experience atleast 3 large multidisciplinary infrastructure project in similar capacity</li> </ul>	<ul style="list-style-type: none"> <li>• Procurement of goods, services as per State guidelines including preparation of bid documents, evaluation of bids, contract formation and assisting SPV in award of work</li> <li>• Contract management and Performance</li> </ul>

8.	<p style="text-align: center;"><b>Waste Water Expert (12)</b></p>	<ul style="list-style-type: none"> <li>• Degree in Civil Engineering from reputed institute.</li> <li>• Should have experience atleast two Sewerage Project with STP 50 capacity of MLD</li> <li>• Should have 10 years experience in sewerage network designs and construction</li> <li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li> <li>• Excellent experience in computer based sewerage network design</li> <li>• Experience in reuse of treated waste water</li> </ul>	<ul style="list-style-type: none"> <li>• Reviewing and updating existing waste water system</li> <li>• To Waste Water Recycling for Select Public Buildings</li> <li>• To Rehabilitation of Sewer Lines of City.</li> <li>• STPs capacity Enhancement.</li> <li>• Planning, designating and implementation Design of waste waterworks</li> <li>• Preparing Waste Water master plans for city</li> <li>• Assist Procurement</li> <li>• Oversee contract management and performance monitoring of the contractors</li> <li>• Ensuring the construction activities are implemented as per design in field;</li> <li>• Assist in preparation of Project Completion Report.</li> <li>• Upgradation and refurbishment of sewerage system along with upgradation of existing STP and augmentation of its capacity.</li> <li>• Comprehensive septage management</li> <li>• Waste water recycling and reuse project with setting up of Tertiary Treatment Plant</li> <li>• Integrated Nalla development with channelisation</li> <li>• Smart metering &amp; SCADA system</li> </ul>
9.	<p style="text-align: center;"><b>Communication Expert (16)</b></p>	<ul style="list-style-type: none"> <li>• Degree in Mass Communication from reputed institute.</li> <li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li> <li>• Should have 10 years experience similar field.</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for overall communication &amp; IEC activities</li> <li>• IEC activities alongwith the outreach programs including publicity through electronic and print media</li> </ul>

<p><b>10.</b></p>	<p><b>Urban Planner (12)</b></p>	<ul style="list-style-type: none"> <li>• Post graduate in Designing/Planning / Urban Management from reputed institute.</li> <li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li> <li>• 12 years experience in urban planning; includes preparation of city master plans/ Building Architecture Projects/ urban transport planning.</li> </ul>	<ul style="list-style-type: none"> <li>• Support the team in preparation of conceptual plans</li> <li>• Assist in demographic and land use related planning of infrastructure</li> <li>• Review towns master plans and advice the project team in planning infrastructure.</li> <li>• Road infrastructure for NMT including cycle tracks, bus shelter, barrier free access (footpath, bicycle sharing points, junction improvement, signages and parking/ MLCPs)</li> <li>• Digital Signages and ITMS</li> <li>• Eco-friendly cool corridor</li> <li>• Night Market</li> <li>• Dedicated Vending Zone</li> <li>• Development of walkways, greenways, cycle tracks</li> </ul>
<p><b>11.</b></p>	<p><b>Environment Expert (6)</b></p>	<ul style="list-style-type: none"> <li>• Post Graduate in Environment Engineering from reputed institute.</li> <li>• Should have worked on relevant area of expertise in at-least 3 relevant projects</li> <li>• Should have 10 years experience similar field.</li> <li>• Experience in carrying EIA, IEE, EMP</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for preparation of Environmental &amp; Safeguards Action Plan, monitoring</li> <li>• Responsible for preparation of EIA/IEE</li> <li>• Structuring Environment Management and Monitoring Programs</li> <li>• Sub Project Appraisal Reports</li> <li>• Communication strategy</li> <li>• Public grievance redressal</li> <li>• Training</li> <li>• Project Completion and Progress Reports</li> <li>• Urban forestry</li> </ul>

12.	<p align="center"><b>IT &amp; Networking Expert (12)</b></p>	<ul style="list-style-type: none"> <li>• Graduate in ECS/IT Engineering from reputed institute.</li> <li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li> <li>• Should have 10 years experience similar field.</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for planning, designing, implementation of IT enabled System which could be used for all modes of public transport and monuments and other related works of describe in SCP</li> <li>• Development of city wide app.</li> <li>• Smart Intelligent transportation system and Command Control Center: setting up Command Control Center, laying Optical fibre network, installation of CCTV cameras, E-challan, Presence of ATCS and City-wide App / Website.</li> <li>• Smart Parking – Smart Street Parking and passenger information system - Online availability of parking spots and information</li> </ul>
13.	<p align="center"><b>Water Supply Expert (9)</b></p>	<ul style="list-style-type: none"> <li>• Degree in Civil Engineering from reputed institute.</li> <li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li> <li>• Should have 10 years experience similar field.</li> </ul>	<ul style="list-style-type: none"> <li>• Assist in installation of Smart Meters for Water Connections (Convergence)</li> <li>• Assist in Online Water Quality Monitoring for Distribution System (Convergence)</li> <li>• Design of water supply works</li> <li>• Appraisal of subprojects for Water Supply;</li> <li>• Preparing Water Supply master plans for cities</li> <li>• assist Procurement</li> <li>• Oversee contract management and performance monitoring of the contractors</li> <li>• Ensuring the construction activities are implemented as per design in field;</li> <li>• Assist in preparation of Project Completion Report</li> <li>• 24x7 water supply along with Smart metering</li> <li>• Rain water harvesting in all properties.</li> <li>• Smart metering &amp; SCADA system</li> <li>• Conducting Helium gas based leak detection system</li> </ul>

**Table 3.2 – Summary of Other Professionals**

Sr. no.	Professionals & Person months	Min. Qualification & Experience	Responsibilities
<p><b>OTHER PROFESSIONALS (CVs shall not be evaluated during technical evaluation)</b>                      The CVs of these professional shall not be evaluated at the technical proposal level. However the Consulting firm has to submit the CV for approval before mobilization of these professionals.</p>			
1.	Institution & Legal Expert (9)	<ul style="list-style-type: none"> <li>• Law graduate from reputed law institute.</li> <li>• Should have 10 years experience in policy making, institutional development with Govt. Departments.</li> <li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for suggesting institutional setup, inter department coordination, changes in laws, acts and regulations, assisting in legal vetting of documents.</li> </ul>
2.	Urban transport operations expert (9)	<ul style="list-style-type: none"> <li>• Graduate in Civil Engineering/Transport Engineering from reputed institute.</li> <li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li> <li>• Should have 10 years experience similar field.</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for planning, designing &amp; implementation of Eco-friendly cool corridor</li> <li>• Responsible for quality test codes &amp; safety</li> </ul>

3.	IT Systems Design Expert (9)	<ul style="list-style-type: none"> <li>• Graduate in ECS/Computer/IT from reputed institute.</li> <li>• Should have a minimum 7 years of experience</li> <li>• Should have worked on relevant area of expertise in at-least 3 relevant projects</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for planning, designing, implementation of WIFI Network &amp; CCTV system in the project Area</li> <li>• ICT solution implementation for Solid Waste Management operations as described in the SCP</li> <li>• Provide Support in IT related / e-gov sector initiatives</li> <li>• Monitor &amp; assist in implementation of projects</li> <li>• Monitor project / programme using IT techniques/ cyber tools</li> <li>• Support IT related smart solutions</li> <li>• Development of city wide app.</li> <li>• Smart Intelligent transportation system and Command Control Center: setting up Command Control Center, laying Optical fibre network, installation of CCTV cameras, E-challan, Smart Crossing, Solar blinkers, Presence of ATCS and City-wide App / Website.</li> <li>• Smart Parking –passenger information system - Online availability of parking spots and information</li> </ul>
4.	Energy/Solar Expert (9)	<ul style="list-style-type: none"> <li>• Graduate in Electrical/Electronic Engineering from reputed institute with experience in Solar/CNG project</li> <li>• Should have a minimum 7 years of experience</li> <li>• Should have led at-least 3 relevant projects</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for energy supply with atleast 15% supply from Solar power.</li> <li>• Responsible for planning, designing, implementation of solar power in the project Area.</li> <li>• Street lighting facility</li> <li>• Solar blinkers</li> </ul>

5.	Septage Management Expert (9)	<ul style="list-style-type: none"> <li>• Postgraduate degree in civil or environmental engineering or an equivalent degree from reputed institute,</li> <li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li> <li>• Should have 5 years' of experience in septage/onsite sanitation management.</li> <li>• Experience in developing and reviewing management policies and guidelines on sanitation.</li> <li>• Conversant with private sector operations in sanitation and waste management.</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for Identification of the potential areas for septage management, implementation and develop the scheme;</li> <li>• Responsible for preparation of proposal</li> <li>• Supervise the septage works; and</li> <li>• To Explore a public–private partnership scheme to increase financial and operational sustainability</li> <li>• To assist in procurement of Smart Toilets in the project Area</li> <li>• Improved access to toilet facility with provision of individual and community/ public toilet facility</li> </ul>
6.	Social Development Expert (6)	<ul style="list-style-type: none"> <li>• Post graduate qualification in social science or related subject from reputed institute.</li> <li>• Should have worked on relevant area of expertise in at-least 3 relevant projects implementation and monitoring of resettlement plans and resettlement frameworks for multilateral agencies.</li> <li>• Should have 10 years experience similar field.</li> </ul>	<ul style="list-style-type: none"> <li>• Assist ULB/SPV &amp; State Government in consultation with the stakeholder for each sub projects or group of Sub projects, as applicable, and prepare minutes for recording and circulation;</li> <li>• Preparation of Resettlement plans, as required</li> <li>• Resettlement monitoring report , Gender Action Plan</li> <li>• Formulation and Implementation of Communications Strategy and Public Relations</li> <li>• Public grievance redressal</li> <li>• IEC activities</li> </ul>



7.	Lake Restoration Expert (6)	<ul style="list-style-type: none"> <li>• Degree in Civil Engineering from reputed institute.</li> <li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li> <li>• Should have 10 years experience similar field.</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for planning, designing, redevelopment - restoration and Cleaning of Lake.</li> <li>• Kotri Lake Development: Desilting and bund Strengthening, Deweeding, Formation of Turfing and Lining, Waste water treatment, Retaining Wall, Community toilet, Maintenance room, Fencing for the tank boundary, footpath, recre. Area, Drains Development and Sustainable Management Plan</li> <li>• Lake side facilities and tourism activities around Kotri and Kishor Sagar Lake: Components involved are recreational and tourism activities in and around Kishor Sagar and Kotri Talab are Lake side forestry, and Landscaping, Watch Towers, Viewing Galleries, Park Pathways with cycling/walking tracks, Solar paneled roofs, LED Lighting and Light posts, Boating and water sports facilities, Other amusement and recreational facilities</li> </ul>
8.	Signage Expert (6)	<ul style="list-style-type: none"> <li>• Degree in Civil Engineering and Specialization in Relevant Expertise</li> <li>• Should have led at-least 3 relevant projects as signage consultant for urban area renewal</li> <li>• Should have 10 years experience similar field.</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for planning, designing &amp; implementation of signage in the smart city area.</li> </ul>

9.	Landscape Architect (9)	<ul style="list-style-type: none"> <li>• Graduate Degree in Architecture and Post Graduate Degree in Landscape with minimum 5 years experience</li> <li>• Should have worked on relevant area of expertise in at-least 2 relevant projects</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for planning, designing for all related Area based development projects.</li> <li>• Conceptualizing, Planning, designing, including knowledge of species of plants.</li> <li>• Execution and monitoring of green spaces development projects including preparation of tender documents.</li> <li>• Appraisal of DPRs for development of green spaces</li> <li>• Foot path and Cycle Tracks</li> <li>• Improvement of gardens, parks and open spaces</li> </ul>
10.	Civil Engineers (4 Nos) (96)	<ul style="list-style-type: none"> <li>• Graduate in Civil Engineering</li> <li>• Should have a minimum 5 years of experience</li> <li>• Should have worked on relevant area of expertise in at-least 2 relevant projects</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for planning, monitoring, supervision and issuance of GFC drawings, QA &amp; QC, safety measurement &amp; bills</li> <li>• Housing facility for slum dwellers along with social facilities</li> <li>• Student facilitation center</li> <li>• Community facilities</li> </ul>
11.	Electrical Engineer (1 Nos.) (18)	<ul style="list-style-type: none"> <li>• Graduate in Electrical Engineering</li> <li>• Should have a minimum 5 years of experience</li> <li>• Should have worked on relevant area of expertise in at-least 2 relevant projects such as electrical equipment, plants, utilities etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Supervision of works related to electrical equipment, plant &amp; utility</li> <li>• Street lighting facility</li> <li>• Ensuring energy security: power Distribution improvement through substations and allied infrastructure like Cabling.</li> </ul>
12.	Construction Supervisors (4 Nos) (96)	<ul style="list-style-type: none"> <li>• Graduate/diploma in civil engineering.</li> <li>• Should have a minimum 5 years of experience</li> <li>• Should have worked on relevant area of expertise in at-least 2 relevant projects</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for quality of works at site, for layout, execution, safety, quality control and measurement etc.</li> <li>• Housing facility for slum dwellers along with social facilities</li> <li>• Student facilitation center</li> <li>• Community facilities</li> </ul>

13.	Public Out Reach Assistants (1 Nos) (18)	<ul style="list-style-type: none"> <li>• Graduate</li> <li>• Should have a minimum 5 years of experience</li> <li>• Should have worked on relevant area of expertise in at-least 2 relevant projects</li> </ul>	<ul style="list-style-type: none"> <li>• Assist in communication/IEC activities</li> </ul>
14.	GIS Specialist (9)	<ul style="list-style-type: none"> <li>• Degree/diploma in Civil Engineering with Specialization in GIS</li> <li>• Should have led implementation of GIS for water/wastewater utility operations or similar facility management for 3 projects</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for mapping of utility attributes</li> <li>• Smart solid waste management system through GIS mapping of routes and GPS/GSM based tracking of vehicles.</li> </ul>
15.	Data analytics expert (9)	<ul style="list-style-type: none"> <li>• Graduate in ECS/Computer/IT</li> <li>• Should have a minimum 7 years of experience</li> <li>• Should have worked on relevant area of expertise in at-least 3 relevant projects</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for data analysis, compilation &amp; interpretation</li> </ul>
16.	Command & Control center expert (9)	<ul style="list-style-type: none"> <li>• Graduate in ECS/Computer/IT</li> <li>• Should have a minimum 7 years of experience</li> <li>• Should have worked on relevant area of expertise in at-least 2 relevant projects</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for integrating with state command centre</li> <li>• Designating &amp; implementation of CCTVs along Heritage Walk etc.</li> <li>• Smart Intelligent transportation system and Command Control Center: setting up Command Control Center, laying Optical fibre network, installation of CCTV cameras, E-challan, Smart Crossing, Solar blinkers, Presence of ATCS and City-wide App / Website.</li> </ul>
17.	Economist (9)	<ul style="list-style-type: none"> <li>• Post Graduate in Economics</li> <li>• Should have a minimum 7 years of experience</li> <li>• Should have worked on relevant area of expertise in at-least 2 relevant projects</li> </ul>	<ul style="list-style-type: none"> <li>• To formulate strategy for Fund arrangement for PPP &amp; other projects</li> <li>• To arrange funds forms banks &amp; financial institutions to support the project</li> <li>• To assist in project finance management</li> </ul>
18.	Disaster Management Expert (3)	<ul style="list-style-type: none"> <li>• Graduate in Engineering</li> <li>• 2 years experience in relevant field</li> </ul>	<ul style="list-style-type: none"> <li>• To undertake risk analysis related to project</li> </ul>

19.	Tourism & Heritage Expert (9)	<ul style="list-style-type: none"> <li>• Graduate in B.Arch with Post Graduate in Heritage Conservation/urban planning from reputed institute</li> <li>• Should have implemented minimum two Heritage Conservation projects of INR 50 Cr. each.</li> <li>• Should have 7 years experience similar field.</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for planning, designing for all related Heritage Conservation projects</li> <li>• Public Art Installation, Sculptures and Street Paintings, Heritage Film Museum</li> <li>• Tourist information Centre at public places, kiosks, Public conveniences, Pedestrian friendly walkways to connecting through sky walks and Frontage improvement of shop's frontage and footpath and developing a location finder: A city guide app, with information about museums, parks, landmarks, public art, restaurants, Property number and real-time traffic data.</li> </ul>
20.	Road Engineer (9)	<ul style="list-style-type: none"> <li>• Degree in Civil Engineering from reputed institute.</li> <li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li> <li>• Should have 7 years experience similar field.</li> </ul>	<ul style="list-style-type: none"> <li>• Road engineering designs</li> <li>• Road contract management and performance monitoring of the contractors during and after execution</li> <li>• Ensure the construction activities are implemented in field as per design;</li> <li>• QAQC and safety</li> <li>• Integrated Road Redesign and allied services of Arterial Roads</li> <li>• Road surfacing, Ducting for Cables &amp; pipelines.</li> </ul>

21.	SWM expert (9)	<ul style="list-style-type: none"> <li>• Graduate in Civil engineering/Mechanical</li> <li>• Should have a minimum 7 years of experience</li> <li>• Should have worked on relevant area of expertise in at-least 3 relevant projects such as O &amp; M of transfer station, sanitary land fill site, transportation of Garbage, Door to door collection, processing plants</li> <li>• Person having experience in ICT &amp; Smart solutions advantages.</li> </ul>	<ul style="list-style-type: none"> <li>• Planning, designing &amp; implementation of smart solution in SWM sector which includes' ICT solution implementation for Solid Waste Management operations as described in the SCP</li> <li>• Door to Door Collection/C&amp;D</li> <li>• Waste to Energy</li> <li>• Sanitary land fill site</li> <li>• Transportation of Garbage</li> <li>• Door to door collection, processing plants</li> <li>• Strengthening and development of Integrated SWM facility through investment in collection &amp; transportation infrastructure.</li> <li>• Decentralized waste composting facility</li> <li>• Smart solid waste management system through provision of sensor based community bins, GIS mapping of routes and GPS/ GSM based tracking of vehicles.</li> </ul>
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### Support Staff

Sr No	Position	Nos X months	Person Months
<p><b>Support Personnel (CVs shall not be evaluated during technical evaluation)</b></p> <p>The CVs of these professional shall not be evaluated at the technical proposal level and need not to submit the CV at the time of mobilization of these professionals. The Consulting firm should evaluate the CVs of these personnel at their level</p>			

1.	Other Support Staff	4 X 36	144
2.	AutoCad Operators	2 X 30	60
3.	Surveyor/ Draftsman	2 X 24	48
4.	Office Manager	1 X 36	36
5.	Data Entry cum Computer Operators	2 X 36	72
6.	Accounts Manager	1 X 36	36

### 3.19. Reporting Requirements and Time Schedule for Deliverables

The contents of each report will be discussed and agreed with the Client in advance of preparation. The time schedule for the key deliverables is given in Table 5.1. The PMC will submit four hard copies and one electronic copy of each report. For bid documents, it is anticipated that 6 hard copies and two electronic copies will be required. Final reports will also be submitted in CD ROM.

**Table 3.3 – Schedule of Deliverables**

<b>No.</b>	<b>Deliverable</b>	<b>Submission (month)</b>
1	Monthly Progress Reports	Monthly (within 5 days of commencement of each calendar month)
2	QA & QC Manual	2
3	Safety Manual	2
4	Inception Report	2
5	Monthly Report	Monthly
6	Quarterly Report	Quarterly
7	Initial Design Report for all Procurement Packages	As per contract packages
8	Detail Design Reports and Estimates (Where applicable)	As per contract packages
9	Bid Documents (Draft and Final)	As per contract packages
10	Bid Evaluation Reports	As per contract packages
11	Institution Development Report	24 (End of 2 <sup>nd</sup> Year)
12	Construction and Operation Monthly Progress Reports	Monthly
13	Safeguards and PPMS Reports	Quarterly (or as agreed with client)
14	Reports on Investigations	As per contract packages
15	Completion Report for each packages - Draft and Final	As per schedule
16	Contract Completion Report	Within 2 months of Final Account (or as agreed with client).
16	Program Completion Report	At end of Consultancy Contract Period

All reports, bid documents etc. will be submitted to:

**Kota Smart City Ltd.**

- x Taking any action under a civil works contract designating the Consultant as “Engineer”, for which action, pursuant to such civil works contract, the written approval of the Client as “Employer” is required.

### **3.2. Client’s Input and Counterpart Personnel**

- x The client shall provide assistance through the provision of office space
- x During the consultancy contract The client will provide assistance to the PMC for liaison with other public utilities and Project stakeholders. However, full responsibility for arranging meetings lies with the PMC.
- x The client will not provide counterpart personnel.



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## **PART II**

### **Section 8. Conditions of Contract and Contract Forms**

**STANDARD FORM OF CONTRACT**

# **Consultant's Services**

**Time-Based**

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## **Preface**

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC), including Attachment 1 (Bank's Policy – Corrupt and Fraudulent Practices); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract, including Attachment 1, shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

**CONTRACT FOR CONSULTANT'S SERVICES**

**Time-Based**

**ProjectName:**

**Project No.**

**Contract No.**

**between**

\_\_\_\_\_

**and**

**[Name of the Consultant]**

\_\_\_\_\_

8-

**Dated:** \_\_\_\_\_

---

## I. Form of Contract

### TIME-BASED

This CONTRACT (hereinafter called the “Contract”) is made the [01] day of the month of [month], [year], between, on the one hand, ... .. (hereinafter called the “Client”) and, on the other hand, [name of Consultant] (hereinafter called the “Consultant”).

*[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the “Consultant”).]*

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

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

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E. Any reference to this Contract shall include, where the

context permits, a reference to its Appendices.

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

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

For and on behalf of  
.....

\_\_\_\_\_

The Executive Engineer

.....

For and on behalf of *[Name of  
Consultant or Name of a Joint*

\_\_\_\_\_

*Venture]*

*[Authorized Representative of the*

*Consultant – name and signature]*

*[Note: 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.*

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]

*[Name of the lead member]*

\_\_\_\_\_

[

*Authorized Representative on behalf of a Joint  
Venture] [add signature blocks for each member if all are  
signing]*

## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

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

“Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.

“Client” means *the executing* agency that signs the Contract for the Services with the Selected Consultant.

“Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

“Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).

“Day” means a working day unless indicated otherwise.

“Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

“Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

“Foreign Currency” means any currency other than the currency of the Client’s country.

“GCC” means these General Conditions of Contract.

- (m) "Government" means the government of the Client's country.
- (n) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- (p) "Local Currency" means the currency of the Client's country.
- (q) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

**Relationship  
between the Parties**

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**Law Governing**

3.1. This Contract, its meaning and interpretation, and the relation

**Contract**

between the Parties shall be governed by the Applicable Law.

**Language**

4.1. This Contract has been executed in the language specified in

4 SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**Headings**

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client. The Joint Venture Company should consist of one lead member and other maximum three members.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Corrupt and Fraudulent Practices** 10.1. The Bank requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in **Attachment 1** to the GCC.
- a. Commissions and** 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or the other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions and gratuities may result in termination of the Contract.

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 6. Effectiveness of Contract** "Effective Date") 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.
- 7. Termination of Contract for Failure to Become Effective** 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the **SCC**, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the

other Party with respect hereto.

- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the **SCC**.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the **SCC**.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 16.2. In cases of substantial modifications or variations, the prior written consent of the Bank is required.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- b. No Breach of Contract** 17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.
- c. Measures to** 17.5. A Party affected by an event of Force Majeure shall continue to



**be Taken** perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

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

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

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

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

## **19. Termination**

**a. By the Client** 19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days<sup>¶</sup> written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days<sup>¶</sup> written notice in case of the event referred to in (e); and at least five (5) calendar days<sup>¶</sup> written notice in case of

the event referred to in (f):

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

19.1.2 Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive *[or obstructive]* practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the Consultant** 19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days<sup>11</sup> written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Client is in material breach of its obligations pursuant to

this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment upon Termination**

19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) remuneration for Services satisfactorily performed prior to the effective date of termination, other expenses, provisional sums and contingency for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42;
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## **C. OBLIGATIONS OF THE CONSULTANT**

### **20. General**

**a. Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third

parties.

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

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

**b. Law  
Applicable to  
Services**

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

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

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

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

**21. Conflict of Interests**

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

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

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

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's Applicable Guidelines, and shall at all times exercise such

responsibility in the best interest of the Client. Any discounts or

commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

**b. Consultant and Affiliates Not to Engage in Certain Activities**

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

**c. Prohibition of Conflicting Activities**

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

**d. Strict Duty to Disclose Conflicting Activities**

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

**22. Confidentiality**

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

**23. Liability of the Consultant**

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

**24. Insurance to be**

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants<sup>1</sup>, as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting, Inspection and Auditing**

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

25.2. The Consultant shall permit and shall cause its Sub-consultants to

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

**26. Reporting Obligations**

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

**27. Proprietary Rights of the Client in Reports and**

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

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

**28. Equipment, Vehicles and Materials**

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

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

**D.****CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

- 29. Description of Key Experts**
- 29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 29.2 If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in **Appendix B** may be made by the Consultant by a written notice to the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 41.2.
- 29.3 If additional work is required beyond the scope of the Services specified in **Appendix A**, the estimated time-input for the Key Experts may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 41.1, the Parties shall sign a Contract amendment.
- 30. Replacement of Key Experts**
- 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent qualifications and experience, and at the same rate of remuneration.
- 30.3 The SPV have right to close the position after giving one month notice and right to change expert within one month notice
- 31. Approval of Additional Key Experts**
- 31.1 If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Client.
- 32. Removal of Experts or Sub-consultants**
- 32.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive [*or obstructive*] practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
- 32.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.



32.

3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

33. **Replacement/ Removal of Experts** – 33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of

the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

34. **Working Hours, Overtime, Leave, etc.** B. 34.1 Working hours and holidays for Experts are set forth in **Appendix B**. To account for travel time to/from the Client's country, experts carrying out Services inside the Client's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client's country as is specified in **Appendix B**.

34.2 The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Appendix B**, and the Consultant's remuneration shall be deemed to cover these items.

34.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

## E. OBLIGATIONS OF THE CLIENT

### 35. Assistance and Exemptions

35.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants

employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.

- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

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

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

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

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

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

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

39.3 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

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

## **F. PAYMENTS TO THE CONSULTANT**

**41. Ceiling Amount** 41.1 An estimate of the cost of the Services is set forth in **Appendix C** (Remuneration) and **Appendix D** (Other Expenses, Provisional Sums and Contingency).

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

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

**42. Remuneration and Other Expenses, Provisional Sums and Contingency** 42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) other expenses, provisional sums and contingency that are actually and reasonably incurred by the Consultant in the performance of the Services.

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

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

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

A

**ppendix B**, (iii) the Consultant's profit, and (iv) any other items as specified in the **SCC**.

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

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

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

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

**45. Mode of Billing and Payment** 45.1 Billings and payments in respect of the Services shall be made as follows:

- (a) *Advance payment.* Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.
- (b) *The Itemized Invoices.* As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.
- (c) The Client shall pay the Consultant's invoices within Forty Five (45) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs

authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments.

- (d) *The Final Payment*. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final invoice shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Client has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final invoice approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.
- (f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

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

## G. FAIRNESS AND GOOD FAITH

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

## H. SETTLEMENT OF DISPUTES

**48. Amicable Settlement** 48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days

after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

**49. Dispute Resolution** 49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

**50. Performance Security** The Performance Security in the form of Bank Guarantee shall be provided to the Employer no later than the date specified in the Contract and shall be issued in an amount specified in the SCC by a scheduled bank acceptable to the Client, and denominated in the types and proportions of the currencies in which the total cost of services is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee.

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### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	<p><b>The Contract shall be construed in accordance with the law of:</b></p> <p>Republic of India</p>
4.1	<p><b>The language is English.</b></p>
6.1 and 6.2	<p><b>The addresses are:</b></p> <p>Client: .....</p> <p>Attention : .....</p> <p>Facsimile :</p> <p>E-mail :</p> <p>Consultant :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail (where permitted) :</p>
8.1	<p><i>[Note : If the Consultant consists only of one entity, state "N/A";</i>  <i>OR</i>  <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6. 1 should be inserted here. ]</i></p> <p><b>The Lead Member on behalf of the JV is</b>  <div style="text-align: right;">[insert name of the member]</div></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client :..... Kota Smart City Ltd.</b></p> <p><b>For the Consultant: [name, title]</b></p>
11.1	<p>No effectiveness condition shall apply.</p>
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p>

	The time period shall be 1 month.
<b>13.1</b>	<p><b>Commencement of Services:</b></p> <p>The number of days shall be Fifteen.</p> <p>Confirmation of Key Experts<sup>¶</sup> availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
<b>14.1</b>	<p><b>Expiration of Contract:</b></p> <p>The time period shall be 36 months, unless extended by Mutual Consent.</p>
<b>21 b.</b>	<b>The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b>
<b>23.1</b>	<p>The following limitation of the Consultant<sup>¶</sup>'s Liability towards the Client can be subject to the Contract<sup>¶</sup>'s negotiations:</p> <p>“Limitation of the Consultant<sup>¶</sup>'s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client<sup>¶</sup>'s property, shall not be liable to the Client:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds one times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(i) affect the Consultant<sup>¶</sup>'s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</p>
<b>24.1</b>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><b>(a) Professional liability insurance, with a minimum coverage of <i>not less than the total ceiling amount of the Contract.</i></b></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client<sup>¶</sup>'s country by the Consultant or its Experts or Sub-consultants, with a minimum coverage in accordance</p>

	<p>with the applicable law in the Client’s country;                  (c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Client’s country;                  (d) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and                  (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any</p>
<p>27.1</p>	<p>All information shall be confidential and remain the absolute property of the Client.</p>
<p>27.2</p>	<p><b>The Consultant shall not use these project related documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</b></p>
<p>41.2</p>	<p><b>The ceiling in foreign currency or currencies is:</b>                  [insert amount and currency for each currency] <b>exclusive of local indirect taxes.</b>  <b>The ceiling in local currency is:</b> [insert amount and currency] <b>exclusive of local indirect taxes.</b>  <b>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall [insert as appropriate: “be paid” or “reimbursed”] by the Client [insert as appropriate: “for” or “to” ] the Consultant.</b></p>
<p>42.3</p>	<p>Remuneration of Personnel as indicated in Financial proposal submission Form Fin 3, and as agreed during Negotiations, will be reimbursed on monthly basis as per this contract according to the agreed work plan;                  Price adjustment on the remuneration shall apply.                  In order to adjust the remuneration of all key and non key experts, a flat rate price adjustment provision is included. The unit rates shall be adjusted every 12 months (and, the first time, with effect from the 13th calendar month after the date of signing the Contract) by applying annual increment of 5% per annum on flat rate basis. Annual increment will be applied on previous year’s remuneration rates.</p>

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<b>44.1</b>	<b>The currency [currencies] of payment shall be the same as in the Financial Proposal, Form FIN-2.</b>
<b>45.1(a)</b>	5% of the Contract Value will be paid in advance, if so desired, on submission of bank guarantee from the scheduled bank of the amount equal to 110% of the advance sought by the Consultant.

	<p>statements for the first 12 months of the Services until the advance payment has been fully set off.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency of the currency(ies) of the advance payment.</p>
<p><b>45.1(e)</b></p>	<p><b>The accounts are:</b></p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
<p><b>46.1</b></p>	<p><b>The interest rate is :</b> Not Applicable</p>
<p><b>49. DISPUTES RESOLUTION</b></p>	<p>In the case of dispute arising upon or in relation to or in connection with the contract between the Client and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.</p> <p>Arbitration proceedings shall be held in Kota, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.</p>

50.

The Performance Security amount is 10%

of the Contract value.

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## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

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

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

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

### APPENDIX B - KEY EXPERTS

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

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client's country; entitlement, if any, to leave pay; public holidays in the Client's country that may affect Consultant's work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours. ]

### APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Experts:

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



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

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

*(Expressed in [insert name of currency]) \**

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

*1 Expressed as percentage of 1*

*2 Expressed as percentage of 4*

*\* If more than one currency, add a table*

\_\_\_\_\_

*Signature*

\_\_\_\_\_

*Date Name and*



**APPENDIX D – OTHER EXPENSES AND PROVISIONAL SUMS**

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

2. All other expenses and provisional sums shall be reimbursed at actual cost, unless otherwise explicitly provided in this Appendix, and in no event shall reimbursement be made in excess of the Contract amount.

**APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE**

*[See Clause GCC 45.1 (a) and SCC 45.1(a)]*

{ Guarantor letterhead or SWIFT identifier code }

**Bank Guarantee for Advance Payment**

**Guarantor:** \_\_\_\_\_ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[name and address of Client]*

**Date:** \_\_\_\_\_ *[insert date]*

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[insert number]*

We have been informed that \_\_\_\_\_ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_ *[insert date]* with the Beneficiary, for the provision of \_\_\_\_\_ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert amount in figures]* ( ) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[amount in figures]* ( ) *[amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number at *[name and address of bank]*.

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<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_ day of [month], -----[year],<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

\_\_\_\_\_ [signature(s)]

*Note: All italicized text is for indicative purposes only to assisting preparing this form and shall be deleted from the final product.*

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<sup>2</sup>Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

APPENDIX – F

**Form of Bank Guarantee (Earnest Money Deposit)**

Whereas M/s ..... (hereunder called the consultants) is desirous and prepared to tender for work in accordance with terms and conditions of Tender. No. 01 of 2016-17

dt. – ~~~~~ . And whereas We, .....

Bank, agree to give the consultants a Guarantee for the Earnest Money Deposit.

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

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

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

Signature and Seal of Guarantor

Date :

Bank :

**APPENDIX - G**

**Form of Bank Guarantee**

**(Performance Security)**

Whereas M/s ..... (hereunder called the consultant) have been allotted the work of Project Management Consultancy for Kota Smart City Ltd.

And whereas We, ..... Bank, agree to give the consultant a Guarantee for the performance security.

1. Therefore, we here by affirm that we are the Guarantors on behalf of the consultants upto a total of Rupees.....(i.e. Rs.....) and we undertake to pay the ..... (Name of Client) upon his first written demand and without demur, without delay and without necessity of previous notice of individual or administrative procedure and without necessity to prove the bank the defects or short coming or debit of the contractor any sum within the limit of Rupees
2. We further agree that the guarantee here in contained shall remain in full and effect during the period that would be taken for the acceptance of tender. However, unless a demand or claim under this guarantee is made only in writing on or before the ..... We shall be discharged from all liabilities under the guarantee thereafter.
3. We undertake not to revoke the guarantee except with the previous consent of the ..... (Name of Client) in writing.
4. We lastly undertake not to revoke the guarantee for any change in constitution of the consultants or the Bank.

Signature and Seal of Guarantor Date :

Bank :