

REQUEST FOR PROPOSAL

TENDER NO: - 1/2016

DATED: – 21/04/2016

APPOINTMENT OF GENERAL CONSULTANTS

FOR

Strategic Advisory and Project Management Support

TO

Pune Smart City Development Corporation Ltd
(PSCDCL)

For Implementation of
Pune Smart City Proposal

Issued By

The Chief Executive Officer

PUNE Smart City Development Corporation Limited (PSCDCL)

PMC Building, Near Mangla Theatre, Shivajinagar, Pune-411 005

Disclaimer

The information contained in this Request for Proposal document ("**RFP**") whether subsequently provided to the bidders, ("**Bidder/s**") verbally or in documentary form by P U N E Smart City Development Corporation Limited (henceforth referred to as "**PSCDCL**" in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to assist the formulation of their financial offers ("**Bid**"). This RFP includes statements, which reflect various assumptions and assessments arrived at by PSCDCL in relation to this consultancy. This Tender document does not purport to contain all the information each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the Chief Executive Officer, PSCDCL and their employees or advisors to consider the objectives, technical expertise and particular needs of each Bidder. The assumptions, assessments, statements and information contained in the Bid documents, may not be complete, accurate, adequate or correct. Each Bidder must therefore conduct its own analysis of the information contained in this RFP and to seek its own professional advice from appropriate sources.

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

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

PSCDCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. PSCDCL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP.

The issue of this Tender document does not imply that PSCDCL is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter) or Consultant (as defined hereinafter), as the case may be, for the Consultancy assignment and PSCDCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

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Introduction

1.1. Background

- 1.1.1. The Pune Smart City proposal was selected for priority financing under Smart City Mission by Ministry of Urban Development (MoUD), Government of India. Thereafter, the Pune Municipal Corporation (PMC) has incorporated a Special Purpose Vehicle (SPV) company called P U N E Smart City Development Corporation Limited (PSCDCL), under the Companies Act 2013, solely for the purpose of implementing the Smart City proposal. PSCDCL will be fully owned by the Government with equal shareholding from the Government of Maharashtra and the Pune Municipal Corporation (PMC). The Board of PSCDCL will be chaired by the Municipal Commissioner of Pune and will have 15 members including elected representatives of PMC, representatives of the state and central government as well as independent directors.
- 1.1.2. PSCDCL will receive funding from Government of India and PMC/ the State Government for implementing the smart city projects. Given the wide range of technical and sector specific expertise required to implement the smart city projects, PSCDCL shall be supported by a team of consultants for strategic, technical and project management support.

1.2. Request for proposals

PSCDCL intends to select the General Consultants (GC) to provide Strategic Advisory and Project Management Support to PSCDCL, through an open competitive bidding process in accordance with the procedure set out herein. In this regard, PSCDCL invites proposals from interested and eligible firms to provide the consultancy services as detailed in this RFP.

1.3. Due diligence by bidders

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

1.4. Sale of RFP documents

- 1.4.1. RFP document can be downloaded from the website of www.punecorporation.org and <https://pmctenders.abcprocure.com>. However, the bids of only those Bidders shall be considered for evaluation who have made online payment of Rs. 26429/- (Rupees Twenty Six Thousand Four Hundred Twenty Nine only) for the RFP document including service & gateway charges, without which bids will not be accepted.

- 1.4.2. The submission of the bid shall be Online as per the norms. The detailed information regarding the submission can be obtained from the website <https://pmctenders.abcprocure.com>, www.punecorporation.org
- 1.4.3. Digital Signature is prerequisite for online submission.
- 1.4.4. Employer will not be responsible for any delay or technical snag faced by the Bidder/s in uploading their online tenders. The Bidders are advised to submit their tenders adequately in advance to avoid the delays due to such instances
- 1.4.5. For any further information regarding digital signature may be obtained from the department of Tender Cell, Pune Municipal Corporation, Pune.(Tel: +-020—25501405
- 1.4.6. Orientation procedure for uploading the RFP Document is available at:

Office of the Assistant Engineer,
Tender Cell, Pune Municipal Corporation,
Shivajinagar, Pune 411 005, India

1.5. Validity of the proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the "PDD").

1.6. Schedule of selection process and other details

S No	Information related to bid process	Details
1	Publication of Request for Proposal	21/04/2016
2	Tender fee	Rs. 26,429/-
3	Submission deadline or Proposal Due Date (PDD)	16/05/2016; 3:00 pm
4	Bid validity period	120 days from PDD
5	Last date for submission for queries for clarification to PSCDCL	30/04/2016
6	Contact person and email id	Ms. Prerna Deshbhratar CEO, PSCDCL prerna.desh@punecorporation.org punesmartcity@gmail.com
7	Pre-bid meeting - Date, time, and venue	Date and time 03/05/2016; 4:00 pm Address: Office of Chairman, PSCDCL

8	Opening of Technical Proposal – date, time and venue	Date and time 16/05/2016; 4:00 pm Address: Office of Chairman, PSCDCL
9	Opening of Financial Proposal	To be intimated to the qualified bidders
10	Letter of Award (LoA)	In due course
11	Signing of agreement	In due course

1.7. Communications and address

All communications, including proposal documents should be addressed to:

**The Chief Executive Officer, P U N E Smart City Development Corporation Limited
PMC Building, Near Mangla Theatre, Shivajinagar, Pune-411 005.**

Ph No: 020-25501103

E mail ID:-

prerna.desh@punecorporation.org

punesmartcity@gmail.com

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

Tender No: 1/2016

“Strategic Advisory and Project Management Support to PSCDCL for implementation of Pune Smart City Proposal”

Instruction to bidders

GENERAL

2.1. Scope of proposal

- 2.1.1. The objectives, scope of services, deliverables and other requirements relating to this consultancy are specified in this RFP. In case a bidding firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the selection process either individually (the "**Sole Firm**") or as lead member of a consortium of firms (the "**Lead Member**") in response to this invitation. The term "**Bidder**" means the Sole Firm or the Lead Member, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.2. Bidders are advised that the selection of Consultant shall be on the basis of an evaluation by PSCDCL through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that PSCDCL's decisions are without any right of appeal whatsoever.
- 2.1.3. The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the format specified in Appendix-I and the Financial Proposal shall be submitted in the format specified in Appendix-II. Upon selection, the Bidder shall be required to enter into an agreement with PSCDCL in the format specified in this RFP.
- 2.1.4. The term **Consultancy Team/ Key Personnel** shall refer to the following 10 key personnel

No	Consultancy team
1	Project Director
	Core full time project team
2	Project Manager
3	Finance Expert including knowledge of Project Financing , Public Finance
4	Procurement, Contracting and Legal Expert
5	Execution, monitoring and Evaluation Expert
6	ICT & MIS Manager
	Pool of specialist (which will be drawn based on needs at different Stages)
7	Urban Planning Specialist
8	E – Governance and Ease of Doing Business Specialist
9	Public Private Partnership Specialist

No	Consultancy team
10	Transportation Specialist
11	Water Specialist
12	Communications Specialist
13	Knowledge Management Specialist
14	Corporate Governance Specialist

2.2. Eligibility conditions for consultants

2.2.1. Proposals of only those Bidders who satisfy the Conditions of Eligibility, stated herein, will be considered for evaluation by PSCDCL

2.2.2. Basic Eligibility criteria

- a) The Bidder shall be a private company, firm incorporated in India under the (Indian) Companies Act 1956/2013 or a company incorporated under equivalent law abroad. The Bidder shall be required to submit a true copy of its Incorporation Certificate
- b) The Bidder must have a valid service tax registration
- c) The Bidder must have at least one office in India which has been operational for the last three years or more

Note: In case of a consortium, lead member must meet the basic eligibility criteria

2.2.3. The other eligibility criteria is as given below

- a) **Technical capacity:** The Bidder must have, over the past 10 years, undertaken a minimum of 2 (two) similar assignments. In case of a consortia the Technical Capacity must be met by the Lead member of the consortia
- b) **Financial capacity:** The Bidder must have an average annual revenue of Rs. 500 crores (Rs. Five Hundred crore) per annum, from consulting assignments, for the last three years. In case of consortia, the financial capacity of the lead member of the consortium shall be considered for evaluation.
- c) The bidder shall offer in the proposal and make available all the key resources, as per Clause 2.1.4.

2.2.4. The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the 3 (three) financial years preceding the PDD. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Bidder.

2.2.5. The Bidder should submit a Power of Attorney as per the format at Appendix-I provided, however, such Power of Attorney would not be required if the Bid document is signed by a Partner or Director (on the Board of Directors) of the Bidder.

- 2.2.6. Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit the Proposal either by itself or through its Associate.

2.3. Conflict of interest

- 2.3.1. Bidders shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Bidder found to have a Conflict of Interest shall be disqualified.
- 2.3.2. PSCDCL requires that the General Consultant provides professional, objective, and impartial advice and at all times hold the PSCDCL's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.
- 2.3.3. The Bidder and any entity affiliated with the Bidder, including sub consultants and their affiliates shall be disqualified from providing goods, works, or services (other than consulting services), resulting from or directly related to the General Consultant's services as defined in the scope of this assignment. This restriction shall not apply after a cooling period of 3 years.

2.4. Number of proposals

A Bidder applying individually or as an associate shall not be entitled to submit another application either individually or as a member of any other consortium, as the case may be.

2.5. Acknowledgement by the Bidder

- 2.5.1. It shall be deemed that by submitting the proposal, the Bidder has
- a) Made a complete and careful examination of the RFP
 - b) Received all relevant information requested from PSCDCL
 - c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of PSCDCL or relating to any of the matters
 - d) Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.6. Right to reject any proposal

- 2.6.1. Notwithstanding anything contained in this RFP, PSCDCL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore.
- 2.6.2. Without prejudice to the generality of Clause 2.6.1, PSCDCL reserves the right to reject any Proposal if,
- a) at any time, a material misrepresentation is made or discovered, or
 - b) the Bidder does not provide, within the time specified by PSCDCL, the supplemental information sought by PSCDCL for evaluation of the Proposal
 - c) Misrepresentation/ improper response by the Bidder may lead to the disqualification. If the Bidder is the Lead Member of a consortium, then the entire consortium may be

disqualified / rejected. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then PSCDCL reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of PSCDCL, including annulment of the Selection Process

- 2.6.3. The entire Proposal shall be strictly as per the format specified in the Request for Proposal. Any deviation from the specified format will lead to disqualification of the Bidder

2.7. Clarifications to queries

- 2.7.1. Bidders requiring any clarification on the RFP may send their queries to PSCDCL in writing by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.6 of this RFP.
- 2.7.2. PSCDCL shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. PSCDCL will post the reply to all such queries on the official website and copies thereof will also be circulated to all Bidders who have purchased the RFP document without identifying the source of queries.
- 2.7.3. PSCDCL reserves the right not to respond to any query or provide any clarifications, in its sole discretion, and nothing in this clause 2.7 shall be construed as obliging PSCDCL to respond or provide clarifications.

2.8. Amendment to RFP

- 2.8.1. At any time prior to the deadline for submission of Proposal, PSCDCL may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the official website.
- 2.8.2. In order to give the Bidders a reasonable time for taking an amendment into account, or for any other reason, PSCDCL may, in its sole discretion, extend the PDD.

SUBMISSION OF BID DOCUMENTS

2.9. Language

- 2.9.1. The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP.
- 2.9.2. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for.

2.10. Format of Proposal

- 2.10.1. The Bidder shall provide all the information sought under this RFP. PSCDCL would evaluate only those Proposals that are received in the specified forms and complete in all respects. The proposals shall be submitted online only.
- 2.10.2. The Bidder shall prepare one original set of the Technical and Financial Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP).

2.10.3. The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be signed by the authorised signatory (the "**Authorised Signatory**") as detailed below:

- a) by the proprietor, in case of a proprietary firm; or
- b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- d) by the authorised representative of the Lead Member, in case of consortium

A copy of the Power of Attorney certified by a notary public shall accompany the Proposal (if required)

2.10.4. Bidders should note the PDD, as specified in Clause 1.6, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by PSCDCL, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of PDD. Bidders may be asked to provide additional material information or documents or technical presentations subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.11. Technical proposal

2.11.1. Bidders shall submit the technical proposal online at www.punecorporation.org and <https://pmctenders.abcprocure.com> in the formats at Appendix-I (the "**Technical Proposal**") on or before PDD. Bidders should have valid class II / III Digital Signature Certificate (DSC) obtained from certifying Authorities.

2.11.2. While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- a) power of attorney, if applicable, is executed as per Applicable Laws
- b) CVs of all Key Personnel have been included with only one CV proposed for each position
- c) CVs have been recently signed and dated by the respective Personnel and countersigned by the Bidder.
- d) CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP
- e) Key Personnel would be available for the period indicated in the TOR

2.11.3. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.11.4. PSCDCL may ask bidders to make technical presentations in a suitable format before technical appraisal is finalized. This would help in aiding the process of technical appraisal.

- 2.11.5. PSCDCL reserves the right to verify all statements, information and documents, submitted by PSCDCL in response to the RFP. The lack of such verification by PSCDCL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of PSCDCL there under.
- 2.11.6. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by PSCDCL without PSCDCL being liable in any manner whatsoever to the Selected Bidder or Consultant, as the case may be.

2.12. Financial proposal

- 2.12.1. The Financial Proposal shall be submitted online and digitally signed in the formats at Appendix-II (the "**Financial Proposal**") clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the Authorised Signatory of the Bidder. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.12.2. While submitting the Financial Proposal, the Bidder shall ensure the following
- a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office, etc.), accommodation, air fare, equipment, printing of documents, etc.
 - b) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - c) The Financial Proposal shall take into account all expenses excluding tax liabilities. All applicable taxes shall be paid in addition to the financial quote and calculated as per applicable laws at the time of payment. All payments to consultants shall be subject to deduction of taxes at source as per Applicable Laws.

2.13. Submission of proposal

- 2.13.1. The bid can be submitted in electronic format online on www.punecorporation.org and <https://pmctenders.abcprocure.com> within the bid submission deadline (PDD). Proposals submitted by fax, telex, telegram or e-mail shall not be entertained and shall be treated as invalid.
- 2.13.2. Digitally Signed scanned copy of "**Technical Proposal**" shall be uploaded in the prescribed format (as given in Appendix-I) and supporting documents along with Bid Security as mentioned in Clause 2.15.1. Similarly, the original 'Financial Proposal' shall be placed in a digitally sealed envelope clearly marked 'Financial Proposal' and shall contain the financial proposal in the prescribed format (as given in Appendix-II).

2.13.3. Proposals received by PSCDCL after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

2.14. Withdrawal of proposals

2.14.1. The Bidder may withdraw its Proposal after it has been submitted by sending a written Withdrawal Notice, duly signed by an authorised Signatory, and including a copy of the authorisation document. The Withdrawal Notice must be submitted at least one day prior to the PDD.

2.14.2. Proposals that are withdrawn in accordance with Clause 2.14.1 shall be returned unopened to the Consultant.

2.14.3. No Proposal shall be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified in the RFP or any extension thereof, except in the case of a request by the Client to extend the Proposal validity.

2.15. Bid security

2.15.1. The Bidder shall furnish as part of its Proposal, a bid security of Rs. 10,00,000 (Rupees ten lakh) in the form of a Demand Draft issued by one of the Nationalised/ Scheduled Banks in India in favour of the Chief Executive Officer, PSCDCL payable at Pune (the "**Bid Security**"), returnable not later than 120 (one hundred and twenty) days from PDD except in case of the two highest ranked Bidders.

2.15.2. The Bid Security of requisite amount stated can also be made by making online payment on the client's website. If Bid security has been submitted through Demand draft, the scanned copy of the Demand Draft to be submitted online; or if bid security has been submitted by making online payment on the client's web portal.

2.15.3. In the event that the first ranked Bidder commences the assignment, the second ranked Bidder, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Bidder's Bid Security shall be returned, upon the Bidder signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof.

2.15.4. Any Bid not accompanied by the Bid Security shall be rejected by PSCDCL as non-responsive.

2.15.5. PSCDCL shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.15.6. The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to PSCDCL's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by PSCDCL as the mutually agreed pre-estimated compensation and damage payable to PSCDCL for, *inter alia*, the time, cost and effort of PSCDCL in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If a Bidder submits a non-responsive Proposal
- b) If a Bidder engages in any of the Prohibited Practices

- c) If a Bidder withdraws its Proposal during the period of its validity
- d) In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments during negotiations
- e) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment
- f) If the Bidder is found to have a Conflict of Interest

EVALUATION PROCESS

2.16. Evaluation of proposals

- 2.16.1. PSCDCL shall open the Proposals on the PDD as specified in clause 1.6, at the place and time specified in this RFP and in the presence of the Bidders who choose to attend. The Technical Proposals shall be opened first.
- 2.16.2. Prior to evaluation of Proposals, PSCDCL will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
 - a) the Technical Proposal is received in the form specified at Appendix-I
 - b) it is received by the PDD including any extension thereof
 - c) it is accompanied by the Power of Attorney for Authorised Signatory
 - d) it contains all the information (complete in all respects) as requested in the RFP
 - e) it does not contain any condition or qualification; and
 - f) it is not non-responsive in terms hereof
- 2.16.3. PSCDCL reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by PSCDCL in respect of such Proposals.
- 2.16.4. After the technical evaluation, PSCDCL shall invite qualified Bidders for opening of their Financial Proposals. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Bidders along with their Technical Scores will be read out.
- 2.16.5. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. PSCDCL will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. After the financial evaluation, the final ranking of the Proposals shall be carried out.
- 2.16.6. Bidders are advised that Selection shall be entirely at the discretion of PSCDCL. Bidders shall be deemed to have understood and agreed that PSCDCL shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- 2.16.7. Any information contained in the Proposal shall not in any way be construed as binding on PSCDCL, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

2.17. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising PSCDCL in relation to matters arising out of, or concerning the Selection Process. PSCDCL shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. PSCDCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or PSCDCL or as may be required by law or in connection with any legal process.

APPOINTMENT OF CONSULTANT

2.18. Negotiations

The Selected Bidder may, if necessary, be invited for negotiations. The negotiations may generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations.

2.19. Indemnity

- 2.19.1. The Consultant shall, subject to the provisions of the Agreement, indemnify PSCDCL, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.
- 2.19.2. PSCDCL shall, subject to the provisions of the Agreement, indemnify the Consultant for any direct loss or damage or Claims that is caused due to deficiencies in its responsibilities as defined in the Agreement.

2.20. Award of Consultancy

After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by PSCDCL to the Selected Bidder and the Selected Bidder shall, within 15 (fifteen) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, PSCDCL may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Bidder may be considered.

2.21. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed in this RFP

2.22. Commencement of the Assignment

The Consultant shall commence the Services at the Project site within 15 (fifteen) days of the date of the Agreement or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, PSCDCL may invite the second ranked Bidder for negotiations. In such an

event, the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.20.4.

2.23. Proprietary data

Subject to the provisions of Clause 2.18, all documents and other information provided by PSCDCL or submitted by a Bidder to PSCDCL shall remain or become the property of PSCDCL. Bidders and the Consultant, as the case may be, are to treat all information as strictly confidential. PSCDCL will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to PSCDCL in relation to the Consultancy shall be the property of PSCDCL.

Criteria for Evaluation

3.1. Evaluation of Technical Proposals

3.1.1. In the first stage, the Technical Proposal will be evaluated on the basis of Bidder's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Bidders who score 70 points or more out of 100 points in their Technical Proposals shall be ranked as per Technical Score (ST) achieved by them, from highest to the lowest.

3.1.2. The scoring criteria for evaluation of Technical Proposals is as follows:

#	Description of criteria	Max marks												
1	Experience of the consultant in undertaking Similar Projects, as defined in hereunder in clause 3.1.4	20 marks												
	<table border="1"> <thead> <tr> <th>#</th> <th>Description of Criteria</th> <th>Maximum marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Size and reputation of consulting firm in India and globally</td> <td>10</td> </tr> <tr> <td>2</td> <td>Experience of consultant in driving similar city level projects, including infrastructure up-gradation, job creation and creating livable cities</td> <td>5</td> </tr> <tr> <td>3</td> <td>Innovative approaches and ability to raise finance for Smart City</td> <td>5</td> </tr> </tbody> </table>	#	Description of Criteria	Maximum marks	1	Size and reputation of consulting firm in India and globally	10	2	Experience of consultant in driving similar city level projects, including infrastructure up-gradation, job creation and creating livable cities	5	3	Innovative approaches and ability to raise finance for Smart City	5	
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1	Size and reputation of consulting firm in India and globally	10												
2	Experience of consultant in driving similar city level projects, including infrastructure up-gradation, job creation and creating livable cities	5												
3	Innovative approaches and ability to raise finance for Smart City	5												
2	Adequacy and quality of proposed approach, methodology and work plan in response to the Terms of Reference	20 marks												
	<table border="1"> <thead> <tr> <th>#</th> <th>Description of Criteria</th> <th>Maximum marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Adequacy and quality of proposed approach, methodology and work plan. Evaluation will be based on the quality of presentation made by the bidding firm, and the presentation should address the ability of the consulting firm to address key objectives of</td> <td>10</td> </tr> </tbody> </table>	#	Description of Criteria	Maximum marks	1	Adequacy and quality of proposed approach, methodology and work plan. Evaluation will be based on the quality of presentation made by the bidding firm, and the presentation should address the ability of the consulting firm to address key objectives of	10							
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1	Adequacy and quality of proposed approach, methodology and work plan. Evaluation will be based on the quality of presentation made by the bidding firm, and the presentation should address the ability of the consulting firm to address key objectives of	10												

#	Description of criteria			Max marks
		smart city proposal		
	2	Understanding of Pune - demographic profile including future projections, physical infrastructure, social infrastructure, economic indicators required and key gaps to be filled	5	
	3	Understanding of Pune Smart City plan including key projects, criticality of each project and thinking around how to implement them	5	
3	Qualifications and competence of staff members proposed by the consultant consortia			60 marks
	#	Key staff member	Maximum marks	
	1	Project Director	5	
	2	Project Manager	5	
	3	Finance Expert including knowledge of Project Financing , Public Finance	5	
	4	Procurement, Contracting and Legal Expert	5	
	5	Execution, monitoring and Evaluation Expert	4	
	6	ICT & MIS Manager	4	
	7	Urban Planning Specialist	4	
	8	E – Governance and Ease of Doing Business Specialist	4	
	9	Public Private Partnership Specialist	4	
	10	Transportation Specialist	4	
	11	Water Specialist	4	

#	Description of criteria		Max marks
	12	Communications Specialist	4
	13	Knowledge Management Specialist	4
	14	Corporate Governance Specialist	4
Each staff member will be evaluated as below:			
<ul style="list-style-type: none"> - Educational Qualification – 30% - Years of relevant experience – 20% - Relevant projects undertaken – 50% 			

3.1.3. In case of a consortia bid, the combined technical experience would be considered. The projects executed by sub-consultants shall not be considered for technical evaluation

3.1.4. For the purpose of evaluation of Technical Proposal under this RFP, Similar Projects (the “**Similar Projects**”) are advisory/ consultancy assignments that meet all the following conditions

- i) granted by the government, regulatory commission, tribunal, multilateral agencies, bilateral agencies, statutory authority or public sector entity or private city authorities
- ii) advisory/ consultancy services for managing large technical assistance projects in urban development, transportation, water, ICT based e-Governance, industrial development, industrial corridors and investment promotion sectors - both completed and ongoing
- iii) with value of consultancy services not less than INR 3 crores
- iv) with duration of assignment not less than 3 months

3.2. Shortlisting of Bidders

PSCDCL shall normally pre-qualify not less than 3 (three) Bidders and shortlist for financial evaluation. However, if the number of such pre-qualified Bidders is less than 3 (three), PSCDCL may, in its sole discretion, go ahead with further evaluation.

3.3. Evaluation of Financial Proposal

- v) For financial evaluation, the total Lump-sum cost of the consultancy assignment indicated in the Financial Proposal, excluding all applicable taxes, shall be considered.
- vi) PSCDCL will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Quote (FM) will

be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times (FM/FX), \text{ where } FX \text{ is the Financial Quote}$$

3.4. Combined and Final Evaluation

vii) Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows

$$\text{Combined Score (S)} = ST \times TW + SF \times FW$$

Where TW and SW are weights assigned to the Technical Proposal and Financial Proposal, which shall be 80% and 20% respectively

viii) The Selected Bidder shall be the Bidder with the highest combined score (S). The second highest Bidder shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Bidder withdraws, or fails to comply with the requirements specified in in this RFP, as the case may be.

Fraud and Corrupt Practices

- 4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, PSCDCL shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, PSCDCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to PSCDCL for, *inter alia*, time, cost and effort of PSCDCL, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
- 4.2. Without prejudice to the rights of PSCDCL under Clause 4.1 hereinabove and the rights and remedies which PSCDCL may have under the LOA or the Agreement, if a Bidder or Consultant, as the case may be, is found by PSCDCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by PSCDCL during a period of two years from the date such Bidder or Consultant, as the case may be, is found to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them
- a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of PSCDCL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of PSCDCL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of PSCDCL in relation to any matter concerning the Project;
- b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by PSCDCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process

Miscellaneous

- 5.1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State of Maharashtra in which PSCDCL has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.2. PSCDCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to
 - a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to PSCDCL by, on behalf of and/or in relation to any Bidder; and/or
 - d) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder
- 5.3. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases PSCDCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 5.4. All documents and other information supplied by PSCDCL or submitted by a Bidder shall remain or become, as the case may be, the property of PSCDCL. PSCDCL will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential
- 5.5. PSCDCL reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

Schedule 1: Terms of Reference

1. Background

The Pune smart city proposal includes both Area Based Development projects and Pan City smart projects and covers a wide range of sectors including transport, water supply, sanitation, slum redevelopment, riverfront development, e-Governance, and solid waste management. Each smart solution proposed will employ state of the art technology, as well as innovative project structure and design. It is therefore important to recruit multiple specialist firms, on a need basis, to assist PSCDCL in technical design and rollout of the projects. In order to build this robustness and flexibility into the implementation framework, PSCDCL has decided to recruit a General Consultant to support the senior management team. This General Consultant (GC) shall have the capacity and market outreach to identify the technical firms and assist PSCDCL in procuring them depending on project requirements.

2. Objective

The objective of the consultancy assignment is to provide strategic and project management assistance to PSCDCL in order to ensure timely completion of projects and to achieve the critical outcomes outlined in the Pune Smart City Proposal

3. Scope of services

The General Consultant is responsible for overall project management of the Pune Smart City initiative. The scope of work for the General Consultant can be broadly classified under two major components – *strategic advisory* and *project management consultancy*. The detailed scope under each component is as follows:

I. Strategic Advisory:

The general consultants shall provide strategic inputs to PSCDCL during its formative weeks. Key tasks envisaged are:

A. Organisational ground setting

- i. Review the proposed organisational structure, and the role definition for the CEO and other members of the senior management team
- ii. Review the organisational policies including Human Resource policy and draft code of conduct for employees, vendors and service providers.
- iii. Prepare the strategy and framework for citizen engagement and mass communication, and ensure compliance with smart city mission guidelines in this regard
- iv. Assist PSCDCL in empanelment/ procurement of service providers for functions such as legal services, public relations, facilities management, systems maintenance, HR functions, etc.

B. Financing strategy

1. As-Is assessment of financial health of Pune Municipal Corporation and PSCDCL, in order to understand the overall creditworthiness of PSCDCL

2. Review the project costs and financing plan for each Smart City Project and assess need for additional fundraising to bridge gaps between capex required and allocable funds
3. Prepare future cash flow statement of PSCDCL for the next 5 years to identify annual or quarterly funding requirements
4. Assess creditworthiness of PSCDCL and overall bankability of the Smart City projects
5. Assess financial market conditions and investor perceptions
6. For Smart City Projects, identify possible project financing options available to PSCDCL and analyse the most optimal financing option
7. Prepare the overall fundraising strategy for PSCDCL
8. Assist PSCDCL in procuring the services of required agencies for fundraising activities; and supervise the functioning of the agency

C. Program design and planning

The smart city projects can be categorised under seven major project groups such as transportation, water and sanitation, energy and solar, liveability, slum redevelopment, e-Governance, and Transit hub. These projects are diverse and innovative requiring adequate planning. The scope of work shall include:

- i. Review the Pune Smart City Proposal and develop the project implementation plan and schedule.
- ii. Review the documents available with PMC and PSCDCL, and assess the need for further studies and analysis.
- iii. Group projects under each functional head and into modules for implementation and for each module of projects, prepare an implementation plan with timelines
- iv. Review the organisational guidelines for key functions including procurement, accounting, legal affairs, public relations, knowledge management and monitoring and evaluation

II. Project Management Consultancy:

Design phase

- i. Prepare tender documents for procurement of Project Consultants (PC) to undertake project specific surveys, feasibility study, detailed design, DPR preparation, and direct procurement of goods, as required.
- ii. Prepare tender notices and assist PSCDCL in organising pre bid meetings for hiring Project Consultants ¹
- iii. Support PSCDCL in bid process management including bid evaluation, negotiation and award of contracts for procuring Project Consultants
- iv. Assist PSCDCL in drafting and award of final service contract
- v. Oversee functioning of Project Consultants to ensure timely completion of projects
- vi. Review the reports and output of Project Consultants and support PSCDCL in deciding final project structure, implementation options (PPP/EPC/other types of contracts), project financing plan and implementation plan including timelines

Implementation Phase

- i. Prepare tender documents for procurement of Implementation Agencies (IA) that shall be vendors/ contractors/ developers/ service providers, as per project design

¹The cost of conducting the pre bid meeting will be borne by PSCDCL
PSCDCL

- ii. Prepare tender notices and assist PSCDCL in organising pre bid meetings for hiring Implementation Agencies²
- iii. Support PSCDCL in bid process management including bid evaluation, negotiation and award of contracts for procuring Implementation Agencies
- iv. Assist PSCDCL in drafting and award of final work/ service contract
- v. Undertake periodic review and monitoring of projects under implementation and evaluate performance of Implementation Agencies
- vi. Assist PSCDCL in hiring independent evaluators, wherever required, for construction supervision

Monitoring and evaluation

- i. Prepare the monitoring and evaluation framework for supervising implementation of projects and for meeting reporting requirements as per Smart City Mission guidelines
- ii. Develop and maintain M&E tools including customised digital dashboard & MIS, data sourcing forms and data servers. Define standard M&E processes for data sourcing, analysis, and presentation through dashboards.³
- iii. Compile periodic performance reports and provide performance data to payroll agency for calculation of variable and performance pay for team members
- iv. Support PSCDCL in preparing status reports and periodic review reports of smart city projects for the Board, Government of Maharashtra, and Government of India
- v. Identify bottlenecks and critical constraints to project implementation and suggest corrective measures to PSCDCL

Knowledge management support

- i. Assist in documenting key insights and learning in the form of white papers, reports and concept notes on a need basis
- ii. Provide knowledge support to PSCDCL in organising workshops⁴, events, and other such events for both knowledge sourcing and dissemination
- iii. Support PSCDCL in engaging knowledge partners that include national and international academic and research institutions, think-tanks, other relevant organisations

4. Consultant Team composition and Qualifications

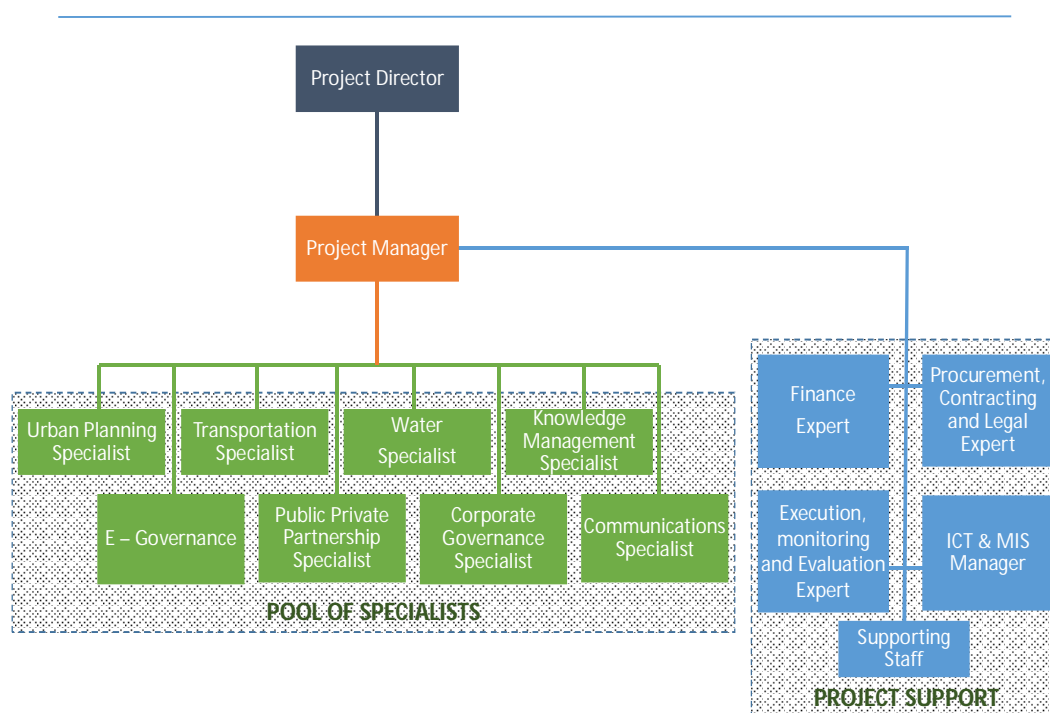
The General Consultants' team shall closely mirror PSCDCL's team structure and shall be functionally positioned as a management layer between the decision making Heads of Department of PSCDCL and project specific consultants/ vendors/ implementing agencies.

²The cost of conducting the pre bid meeting will be borne by PSCDCL

³Any software development cost, hosting charges, database charges will be borne by PSCDCL

⁴ Cost of organising workshops or events will be borne by PSCDCL and not part of GC fee

Figure 1: Team structure of General Consultants:



The following is the expected team member profiles of General Consultants

#	Position	Qualification	Years of experience	Relevant experience
1	Project Director	Degree in Business Administration, Project Management or equivalent degree	20 years	<ul style="list-style-type: none"> • Experience in working on complex, multi-disciplinary urban infrastructure development projects and delivering these projects well • Should have led complex projects end-to-end from packaging strategy to award to execution • Experience of leading urban projects involving mobility, resilience, liveability, sustainability and similar smart features • Good understanding of project finance • Past record of dealing with various suppliers/ vendors while awarding packages and monitoring them

#	Position	Qualification	Years of experience	Relevant experience
	Core Full Time Project Team			
2	Project Manager	Degree in Business Administration/ Economics/ Chartered Accountant/equivalent	15 years	<ul style="list-style-type: none"> • Experience in managing large scale government programs • Prudence check of capital projects in at least one utility • Experience of working with urban utilities • Transformational financial support to utilities • Experience of municipal finance analysis, municipal budgeting and accounting and financial projections
3	Finance expert	Master's Degree in Finance/ Economics/ Chartered Accountant	10 years	<ul style="list-style-type: none"> • Experience of developing financial capacity enhancement plan for municipalities, including creating land monetization plans • Experience in developing business case for ULBs for market borrowing • Experience in raising finances for infrastructure projects • Experience in project finance evaluation resulting in bankable infrastructure projects • Experience in evaluating projects across central, state and ULBs • Innovative instrument design for investment in large infrastructure projects
4	Procurement, Contracting & Legal Expert	Degree in Management or Project Management/ Degree in law or equivalent	10 years	<ul style="list-style-type: none"> • Experience in optimal contract design for complex infrastructure projects or public procurement at state, central or ULB level in infrastructure • Experience in getting on-board technical consultants to create DPR, and then awarding these packages to different vendors based on package strategy • Experience in contract drafting & negotiating well to get the best possible contracts along with performance guarantees
5	Execution Monitoring and Evaluation Expert	Degree in Management or Project Management or equivalent	10 years	<ul style="list-style-type: none"> • Experience in managing projects awarded to different vendors and suppliers in large infrastructure project • Well versed with Projects Control toolkit to track planned vs. actual

#	Position	Qualification	Years of experience	Relevant experience
				<p>progress in a meticulous way</p> <ul style="list-style-type: none"> • Ability to run project review across disciplines and escalate matters to Project Director, wherever necessary
6	ICT & MIS manager	MBA with degree in computer science/MCA or equivalent	10 years	<ul style="list-style-type: none"> • Experience in developing and maintaining MIS • Experience in monitoring and evaluation of Infrastructure projects • Experience in design of IT requirement specification • Experience in supervision & monitoring of online portal & its maintenance
6 (a)	Support staff (2 persons)	Bachelors in civil engineering / Masters in business administration or equivalent.	5 years (each)	<ul style="list-style-type: none"> • Support General Consultant and PSCDCL in day to day functions including administrative support for GC's deliverables
	Pool of Specialists			
7	Urban Planning	Degree in Urban Planning or equivalent	12 years	<ul style="list-style-type: none"> • Experience in citywide urban development and infrastructure planning/ design • Should have created urban plans to transform cities/ neighbourhoods • Knowledge of urban development issues and project experience • International experience will be an added advantage
8	E-Governance and ease of Doing Business Specialist	MBA or equivalent	12 years	<ul style="list-style-type: none"> • Experience of simplifying Ease of Doing Business at Centre, State or ULB level • Deep understanding of e-governance toolkit and experience of working with e-Governance projects at ULB, state and central level of Govt. • Experience in implementing urban e-governance solutions • Experience of working with mission mode e-Governance projects at ULB, state and central level of Govt.

#	Position	Qualification	Years of experience	Relevant experience
9	Public Private Partnership Specialist	Degree in Management/ Finance/equivalent	12 years	<ul style="list-style-type: none"> • Experience in working with large scale infrastructure PPP projects • Should have completed at least one PPP transaction • Experience in negotiation assistance till signing of the agreement
10	Transportation Specialist	Master's Degree in Transportation Planning/ Transportation Engineering / Degree in Management or equivalent	12 years	<ul style="list-style-type: none"> • Experience of preparation of Transit Oriented Development (TOD) / Urban Mobility Plan • Experience in designing and implementing mass transport systems and traffic management systems
11	Water Specialist	Degree in Civil Engineering with Post Graduation in PHE / Environment Engineering/ Water resource Management/ Degree in management or equivalent	12 years	<ul style="list-style-type: none"> • Experience in design and restructuring of water supply/ distribution network projects • Experience in designing and transaction advisory for at least one 24X7 water supply project • Experience in designing water and waste water improvement projects across local bodies • Experience in reducing NRW and assessing network conditions • Experience in setting up service level benchmarking of water utilities • Experience of working in a water utility will be an added advantage
12	Communication Specialist	Degree in Management or Degree in Mass Communications or equivalent	12 years	<ul style="list-style-type: none"> • Experience in Corporate Communications involved in mass communication and media strategy related assignments • Experience in developing media and mass communication strategy • Experience in management of multimedia and activities pertaining to social media • Experience in developing communication needs assessment, social and intermediation strategy, grievance Redressal mechanism • Experience in documentation of good practices on social accountability and sector development plans

#	Position	Qualification	Years of experience	Relevant experience
13	Knowledge Management Specialist	Degree in Management / Master degree in Engineering or equivalent	12 years	<ul style="list-style-type: none"> • Expertise to leverage and benefit from cross learning opportunities about the global best practices • professional experience in international development, including experience closely related to knowledge management, organizational learning and other related fields • Experience working with both researchers and policy makers/program managers in various sectors
14	Corporate Governance Specialist	Company Secretary or equivalent / Degree in HR Management	12 years	<ul style="list-style-type: none"> • Experience in corporate strategy • Experience in developing SOPs, code of conduct, etc. for the project company

5. Time duration, Level of Effort, and Payment Schedule

The General Consultants are expected to support PSCDCL throughout the implementation phase of the Smart City Project, approximately from June 2016 to November 2018. (30 months)

#	Key resources	Duration (staff-months)
1	Project Director	12 months
	Core Full Time Project Team	
2	Project Manager	24 months
3	Finance Expert including knowledge of Project Financing , Public Finance	24 months
4	Procurement, Contracting and Legal Expert	10 months
5	Execution, monitoring and Evaluation Expert	24 months
6	ICT & MIS Manager	24 months
6(a)	Project Support team (2 persons)	60 months
Pool of specialists		

7	Urban Planning Specialist	24 months
8	E – Governance and Ease of Doing Business Specialist	14 months
9	Public Private Partnership Specialist	6 months
10	Transportation Specialist	18 months
11	Water Specialist	18 months
12	Communications Specialist	12 months
13	Knowledge Management Specialist	24 months
14	Corporate Governance Specialist	4 months
Total duration		298 staff-months

The payment to the General Consultant will be based on a lump-sum quote and shall have two components – a fixed component equivalent to the lump-sum quote, paid on a monthly basis; and a variable performance pay linked to milestones in financial resource mobilisation. The payment is calculated as given below:

I. Fixed Component

Lump-sum amount quoted by the selected consultant	: M
Total period of consultancy	: 30
Monthly payment to consultants	: M/30
Performance escrow amount linked to financial resource mobilisation ⁵ targets of the General Consultant	: 10% of (M/30)

This performance escrow amount shall be withheld by PSCDCL and shall be paid to consultants on meeting milestones for financial resource mobilisation (milestones agreed between PSCDCL and GC).

II. Performance linked incentives

The consultant shall be paid a performance incentive upon achieving milestones in financial resource mobilisation for the smart city project (milestones agreed between PSCDCL and GC, and same as that of performance escrow). The performance incentive upon achieving milestones shall not exceed the value of 15% of M.

6. Facilities to be made available by PSCDCL

PSCDCL shall provide office space including power supply, telecommunication, and internet to the Selected Bidder

7. Reporting

The Consultant will work under the direct supervision of Chief Executive Officer, Pune Smart City Development Corporation, or a person appointed by the Chief Executive Officer.

⁵GC will not be directly involved in fundraising. They will, in consultation with SPV, procure the services of an Agency through transparent process, to undertake fundraising activities.

APPENDICES

Appendix I: Technical Proposal

Form 1: Letter of Proposal

(On Bidder's letterhead)

(Date or Reference)

To

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

Sub: Appointment of General Consultant for Strategic Advisory and Project Management Support to P U N E Smart City Development Corporation Limited (PSCDCL) for Implementation of Pune Smart City Proposal

Dear Sir,

1. With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant for Strategic Advisory and Project Management Support (the "**Consultant**") for Pune Smart City Proposal. The proposal is unconditional and unqualified.
2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We declare that:
 - a. I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - b. I/We do not have any conflict of interest as defined in this RFP Document;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in this RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

- d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Bidders in accordance with this RFP document
 8. I/We declare that we are not a member of any other Consortium applying for Selection as a Consultant
 9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates
 11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
 12. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected
 13. I/We agree to keep this offer valid for 120 (one hundred twenty) days from the PDD specified in the RFP.
 14. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
 15. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule-2 of the RFP.
 16. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
 17. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
 18. I/We agree and undertake to abide by all the terms and conditions of the RFP Document

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name, and designation of the authorised signatory)

(Name and seal of the Bidder/ Lead Member)

Form 2: Particulars of the Bidder

1	Title of Consultancy	
2	Sole firm/ Lead member of consortia	
3	Name of the Bidder	
4	Legal status (Proprietorship/ partnership/etc.)	
5	Country of incorporation	
6	Registered address of Bidder	
7	Year of incorporation	
8	Year of commencement of business	
9	Principal place of Business	
10	Name of the authorised signatory	
11	Designation of authorised signatory	
12	Address of authorised signatory	
13	Phone no:	
14	Email address	
15	Details of other firms in the consortia	

	(Name, legal status, country of incorporation, registered address, principal place of business)	
16	In case of non-Indian firm, does the firm have business presence in India	Yes/ No
17	Has the Bidder or any member of the consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years	
18	<p>(signature, name, designation of the authorised signatory)</p> <p>For and on behalf of</p>	

Form 3: Statement of legal capacity

(To be forwarded on the letterhead of the Bidder)

Reference Date:

To

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

Dear Sir,

Sub: Appointment of General Consultant for Strategic Advisory and Project Management Support to P U N E Smart City Development Corporation Limited (PSCDCL) for Implementation of Pune Smart City Proposal

I/We hereby confirm that we, the Bidder (along with other members in case of consortium, the constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the RFP document

I/We have agreed that (*Insert Bidder's name*) will act as the Lead Member of our consortium

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

Yours faithfully,

(Signature, name, designation of the authorised signatory)

For and on behalf of

Form 4: Power of Attorney

Know all men by these presents, We, (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the **"Authorised Signatory"**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Consultant for Strategic Advisory and Project Management Support to Pune Smart City Project, proposed to be developed by the P U N E Smart City Development Corporation Limited (the **"Authority"**) including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation, and address)

Witnesses:

- 1)
- 2)

Notarised:

Accepted

.....(Signature, name, designation and address of the Attorney)

Form 5: Financial Capacity of the Bidder

S No	Financial Year	Annual Revenue from Advisory and Consultancy services (Rs)
1		
2		
3		
Average		

Certificate from the Statutory Auditor*

This is to certify that..... (Name of the Bidder) has received the payments shown above against the respective years on account of professional fees from advisory and consulting services.

Signature, name, designation of the authorised signatory

Date:
firm

Name and seal of the

* In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

Note:

- 1) Please do not attach any printed Annual Financial Statement
- 2) In case of a consortium, Form 5 shall be submitted for all the members of the consortia

Form 6: Description of approach, methodology, and work plan in response to the Terms of Reference

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing.

Suggested structure:

- a. **Technical Approach and Methodology:** Explain understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology 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:** Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations and tentative delivery dates of the monthly progress 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. A list of the final documents (including reports) to be delivered as final output(s) should be included here.
- c. **Organization and Staffing:** Describe the structure and composition of your team, including the list of the Key Personnel, Sector Experts, Support Team and relevant technical and administrative support staff.

Prescribed format:

Strictly follow the page limit of 15 pages. Non-conforming submissions may be disqualified

Form 7: Team Composition, Task Assignment and Level of Effort

Name of Staff & firm associated with	Area of expertise	Designation	Assigned tasks	No of staff months

Form 8: Particulars of Key Professional

S No	Designation of Key Personnel	Name	Educational Qualification	length of experience
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Form 9: Abstract of relevant assignments of the Bidder

S No	Name of Project	Name of the Client
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

The Bidder should provide details of only those assignments that have been undertaken by it under its own name.

In the event that the Bidder does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFP. For example, it may state: "Above Rs. 5 (five) crores" in respect of a particular project.

Form 10: Eligible Assignments of Bidder

1	Name of the company	
2	Assignment name	
3	Description of the assignment	
4	Approximate value of contract	
5	Approx. value of the services	
6	Country	
7	Location within country	
8	Duration of the Assignment	
9	Name of the Client	
10	Client address and contact information	
11	Lead member/ other member	
12	No of staff months	
13	No of staff months provided by your company	
14	Start date (month / year)	
15	Completion date	

Note:

1. Use separate sheet for each Eligible Assignment.
2. Each Eligible Assignment shall not exceed 2 pages.
3. In the event that the Bidder does not wish to disclose the payment received by it as professional fees for any particular assignment, it may state that it has received more than the amount specified in this statement.

Form 11: Curriculum Vitae of Key Personnel

Position Title			
Name of Expert			
Date of Birth			
Country of Citizenship/ Residence			
Education:			
College/ University	Degree/ Diploma obtained	Dates Attended	
Employment record relevant to the assignment:			
Period	Employing organisation, Title/position, and References	Country	Summary of activities performed relevant to the assignment
Membership in professional associations and publications:			
•			
Language skills:			
Language	Speaking	Reading	Writing
Adequacy for the assignment			
Detailed tasks assigned on consultant's team of Experts			
Assignments that best illustrate capability to handle the assigned tasks:			
Name of the assignment:			
Year: /Location: /Client:			
Main project features:			
Position held:			
Activities Performed:			
Experts contact information		Email: Phone:	

Certification

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

Name of the expert	Signature	Date
Name of the authorised representative of the consultant	Signature	Date

Appendix II: Financial Proposal

Form 1: Letter of Proposal

(On Bidder's letterhead)

(Date and Reference)

To

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

Dear Sir,

Sub: Appointment of General Consultant for Strategic Advisory and Project Management Support to P U N E Smart City Development Corporation Limited (PSCDCL) for Implementation of Pune Smart City Proposal

I/We, (Bidder's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for Strategic Advisory and Project Management Support to P U N E Smart City Development Corporation Limited (PSCDCL) for Implementation of Pune Smart City Proposal.

I/We agree that this offer shall remain valid for a period of 120 (one hundred and twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per norms given in the RFP.

Form 2: Financial Proposal

S No	Particulars	Amount (Rs. in numbers)	Amount (Rupees in words)
1	Total fee or Remuneration <i>Excluding all taxes applicable</i>		

Authorised Signature

Name.....

Designation:

Name of the firm:

Address.....

Note:

- 1) For avoidance of doubt, Total Fee shall be considered as amount of Financial Proposal for the purpose of evaluation
- 2) For avoidance of doubt, Total Fee shall be equal to the Total Remuneration
- 3) The Remuneration and Reimbursable expenses shall be exclusive of all taxes. The tax payments shall be paid additionally to the Consultant in accordance with applicable laws.