

28/01/2017

REQUEST FOR PROPOSALS

RFP No.: Smart City/1/2017/TSCCL/PMC/TIRUPATI

Client: TIRUPATI SMART CITY CORPORATION LIMITED (TSCCL)

Country: INDIA

Project Name: Implementation of Smart City projects under Smart City Mission in TIRUPATI

Selection of Project Management Consultant (PMC) for Assisting TIRUPATI SMART CITY CORPORATION LIMITED (TSCCL) to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM)

Issued on: 28.01.2017

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PART I

Section 1. Letter of Invitation

RFP No. Smart City/1/2017/TSCCL/PMC/TIRUPATI

Tirupati

28th January, 2017

Name and Address of Consultant

Dear Mr. /Ms.:

1. The Government of India (hereinafter called "Borrower") has received financing from the International Development Association (IDA) (the "Bank") in the form of a credit (hereinafter called "credit") toward the cost of Capacity Building for Urban Development (CBUD) Project. The Tirupati Smart City Corporation Limited (TSCCL) for smart city Tirupati on behalf of Ministry of Urban Development (MoUD), Government of India, an implementing agency of the Client, intends to apply a portion of the proceeds of this credit to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the *Ministry of Urban Development* and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the financing agreement. The financing agreement prohibits a withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the financing agreement or have any claims to the proceeds of the credit.
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): Project Management Consultant (Consultancy Services) for assisting Tirupati Smart City Corporation Limited (TSCCL) for Implementation of Smart City Projects under Smart City Mission (SCM). More details on the Services are provided in the Terms of Reference (Section 7).
3. A firm will be selected under Quality and Cost Based Selection method (QCBS) (Time Based- Linked with Performance) and in a Proposal format as described in this RFP, in accordance with the policies of the Bank detailed in the Consultants' Guidelines which can be found at the following website: www.worldbank.org/procure.

4. The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants and Data Sheet
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 – Eligible Countries
- Section 6 – Bank’s Policy – Corrupt and Fraudulent Practices
- Section 7 - Terms of Reference
- Section 8 - Standard Forms of Contract (Time Based)

5. Please inform us by **17th February, 2017**, in writing at **Tirupati Smart City Corporation Limited (TSCCL), Tirupati Municipal Corporation, 13-29-M9-1-00, Tilak Road, East Tirupati, Chittoor District, Andhra Pradesh. Pin Code : 517501** or by E-mail tscltirupati@gmail.com:

- (a) that you have received the Letter of Invitation; and
- (b) whether you intend to submit a proposal alone or intend to enhance your experience by requesting permission to associate with other firm(s) (if permissible under Section 2, Instructions to Consultants (ITC), Data Sheet 14.1.1).

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

Yours sincerely,

*Managing Director,
Tirupati Smart City Corporation Limited (TSCCL),
Tirupati,
Andhra Pradesh - 517501*

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

<p>1. Definitions</p>	<p>(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b) “Applicable Guidelines” means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.</p> <p>(c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.</p> <p>(d) “Bank” means the International Bank for Reconstruction and Development (IBRD) Washington, D.C., U.S.A or the International Development Association (IDA) Washington, D.C., U.S.A.</p> <p>(e) “Borrower” means the Government, Government agency or other entity that signs the [loan/financing/grant¹] agreement with the Bank.</p> <p>(f) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.</p> <p>(g) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.</p> <p>(h) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(i) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p>
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¹[“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA]

	<p>(j) “Day” means a calendar day.</p> <p>(k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(l) “GoI” means the government of India.</p> <p>(m) [<i>insert name of state government’s abbreviation</i>] means the government of [<i>insert the name of the state</i>]</p> <p>(n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(p) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provide the shortlisted Consultants with all information needed to prepare their Proposals.</p> <p>(q) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.</p> <p>(r) “MoUD” means Ministry of Urban Development</p> <p>(s) “Module” means group of projects</p> <p>(t) “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.</p> <p>(u) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(v) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.</p>
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	<p>(w) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.</p> <p>(x) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(y) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(z) “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.</p>
<p>2. Introduction</p>	<p>2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The shortlisted 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.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.</p>
<p>3. Conflict of Interest</p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its</p>

	<p>capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.</p> <p>3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
a. Conflicting activities	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
b. Conflicting assignments	<p>(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</p>
c. Conflicting relationships	<p>(iii) <u>Relationship with the Client's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing 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 the Contract.</p>
4. Unfair Competitive Advantage	<p>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</p>

	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 Practices	<p>5.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.</p>
6. Eligibility	<p>6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.</p> <p>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 Bank in the Applicable Guidelines.</p> <p>6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:</p>
a. Sanctions	<p>6.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the Data Sheet.</p>
b. Prohibitions	<p>6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:</p> <p>(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or</p>

	<p>(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.</p>
<p>c. Restrictions for Government-owned Enterprises</p>	<p>6.3.3 Government-owned enterprises or institutions in the Borrower's country 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</p> <p>To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.</p>
<p>d. Restrictions for public employees</p>	<p>6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they</p> <p>(i) are on leave of absence without pay, or have resigned or retired;</p> <p>(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring</p> <p>(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible</p>

	<p>unless they have been full time employees of their institutions for a year or more prior to being included in Consultant’s Proposal.; and</p> <p>(iii) their hiring would not create a conflict of interest.</p>
<p>B. Preparation of Proposals</p>	
<p>7. General Considerations</p>	<p>7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p>
<p>8. Cost of Preparation of Proposal</p>	<p>8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.</p>
<p>9. Language</p>	<p>9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the Data Sheet.</p>
<p>10. Documents Comprising the Proposal</p>	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 If specified in the Data Sheet, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country’s laws against fraud and corruption (including bribery).</p> <p>10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).</p>
<p>11. Only One Proposal</p>	<p>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</p>

	Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet .
12. Proposal Validity	<p>12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.</p>
a. Extension of Validity Period	<p>12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
b. Substitution of Key Experts at Validity Extension	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.</p>

<p>c. Sub-Contracting</p>	<p>12.9 The Consultant shall not subcontract the whole of the Services.</p>
<p>13. Clarification and Amendment of RFP</p>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted 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:</p> <p style="padding-left: 40px;">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 shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</p> <p style="padding-left: 40px;">13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p>14. Preparation of Proposals – Specific Considerations</p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p style="padding-left: 40px;">14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the Data Sheet. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.</p>

	<p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.</p> <p>14.1.3 If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
<p>15. Technical Proposal Format and Content</p>	<p>15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p>
<p>16. Financial Proposal</p>	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.</p>
<p>a. Price Adjustment</p>	<p>16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.</p>
<p>b. Taxes</p>	<p>16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the</p>

	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	<p>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 <u>only by hand</u>. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p style="padding-left: 40px;">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.</p> <p>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.</p> <p>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.</p> <p>17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “TECHNICAL PROPOSAL”, “[Name of the Assignment]“, reference number, name and address of the Consultant, and with</p>

	<p>a warning “DO NOT OPEN UNTIL[INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].”</p> <p>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.”</p> <p>17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “DO NOT OPEN BEFORE[insert the time and date of the submission deadline indicated in the Data Sheet]”.</p> <p>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.</p> <p>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.</p>
<p>18. Confidentiality</p>	<p>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.</p> <p>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.</p> <p>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</p>

	Bank on any matter related to the selection process, it should do so only in writing.
19. Opening of Technical Proposals	<p>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.</p> <p>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.</p>
20. Proposals Evaluation	<p>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 and the Bank issues its “no objection”, if applicable.</p> <p>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.</p>
21. Evaluation of Technical Proposals	<p>21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
22. Financial Proposals for QBS	<p>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.</p>

	<p>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 Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p>
<p>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</p>	<p>23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant’s choice.</p> <p>23.2 The Financial Proposals shall be opened by the Client’s evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.</p>
<p>24. Correction of Errors</p>	<p>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.</p>
<p>a. Time-Based Contracts</p>	<p>24.1.1 If a Time-Based contract form is included in the RFP, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In</p>

	<p>case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p>
b. Lump-Sum Contracts	<p>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 ITC25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.</p>
25. Taxes	<p>25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the Data Sheet.</p>
26. Conversion to Single Currency	<p>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.</p>
27. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	<p>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.</p>
b. Fixed-Budget Selection(FBS)	<p>27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause14.1.4 of the Data Sheet shall be rejected.</p> <p>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.</p>

c. Least-Cost Selection	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	<p>28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p>
a. Availability of Key Experts	<p>28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>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.</p>
b. Technical negotiations	28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
c. Financial negotiations	<p>28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.</p> <p>28.7 If the selection method included cost as a factor in the</p>

	<p>evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank.</p> <p>The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.</p>
<p>29. Conclusion of Negotiations</p>	<p>29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initiated by the Client and the Consultant's authorized representative.</p> <p>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. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
<p>30. Award of Contract</p>	<p>30.1 After completing the negotiations the Client shall obtain the Bank's 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 shortlisted Consultants.</p> <p>30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>

Instructions to Consultants

E. Data Sheet

A. General	
ITC Clause Reference	
2.1	<p>Name of the Client: <u><i>Tirupati Smart City Corporation Limited (TSCCL)</i></u> represented by <u><i>Managing Director, TSCCL</i></u> on behalf of Ministry of Urban Development (MoUD) , Government of India (GoI)</p> <p>Method of selection: Quality and Cost Based Selection [(Time Based-Linked with Performance)] As per Applicable Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 available on www.worldbank.org/procure</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: Assisting <u><i>Tirupati Smart City Corporation Limited (TSCCL), Tirupati</i></u> to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in <u><i>Tirupati</i></u></p>
2.3	<p>A pre-proposal conference will be held: Yes</p> <p><i>[If “Yes”, fill in the following:]</i> Date of pre-proposal conference: <u>10th February, 2017</u> Time: <u>11 am</u> Address: <u>Tirupati Smart City Corporation Limited (TSCCL), Tirupati Municipal Corporation, 13-29-M9-1-00, Tilak Road, East Tirupati, Chittoor District, Andhra Pradesh. Pin Code : 517501</u> Telephone: <u>09849906679</u> E-mail: <u>tsccltirupati@gmail.com</u> Contact person/conference coordinator: <u>Mr B. Chandra Sekhar, Executive Engineer, Smart Cities, Tirupati Municipal Corporation</u></p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p>

	Smart City Proposal of <u>Tirupati</u> (The details are provided in the Smart City Proposal of the city, which can be downloaded from government of India's Smart City website http://smartcities.gov.in under city challenge link http://smartcities.gov.in/Round2SCPs.aspx . The Consultants are requested to study the document in detail.
4.1	NA
6.1	The bank permits consultants (Firms, including Joint Venture) from all countries meeting the minimum eligibility criteria to offer consulting services for bank Financed projects
6.3.1	A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in English language.</p> <p>Proposals shall be submitted in English Language.</p> <p>All correspondence exchange shall be in English Language.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <p>(1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <p>(1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>

10.2	Statement of Undertaking is required : Yes
11.1	<p>Joint venture (JV) can be maximum of 3 (three) partners.</p> <p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible : No</p>
12.1	<p>Proposals must remain valid for 90 calendar days after the proposal submission deadline (i.e., until: <u>18th May, 2017</u>).</p>
13.1	<p>Clarifications may be requested no later than <u>seven (7) days prior to the submission deadline.</u></p> <p>The contact information for requesting clarifications is: <u>Mr. B. Chandra Sekhar, Executive Engineer, Smart Cities, Tirupati Municipal Corporation, Tirupati - 517501</u> E-mail: <u>tscltirupati@gmail.com</u></p>
14.1.1	<p>Shortlisted Consultants may associate with <u>NOT APPLICABLE (NA)</u></p> <p>(a) non-shortlisted consultant(s): No</p> <p>Or</p> <p>(b) other shortlisted Consultants No</p>
14.1.2	NA
15.2	<p>The format of the Technical Proposal to be submitted is: FTP</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p>Reimbursable Expenses: <u>NOT APPLICABLE (NA)</u> [Smart City/SPV shall decide for the followings]</p> <p>(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></p> <p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>cost of office accommodation, including overheads and back-stop support;</i></p>

	<p>(4) <i>communications costs;</i></p> <p>(5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></p> <p>(6) <i>cost of reports production (including printing) and delivering to the Client;</i></p> <p>(7) <i>other allowances where applicable and provisional or fixed sums (if any)]</i></p> <p>(8) <i>[insert relevant type of expenses, if/as applicable]</i></p>
<p>16.2</p>	<p>A price adjustment provision applies to remuneration rates:No. <i>[It applies to local inflation]</i></p>
<p>16.3</p>	<p>Amount payable by the Client to the Consultant under the contract to be subject to local taxation: Yes</p> <p>The Client will</p> <p style="padding-left: 40px;">-reimburse the Consultant for indirect local taxes (including service tax) and duties as per SCC Clause 39.1, 39.2 and 39.3 – Yes</p> <p style="padding-left: 40px;">-reimburse the Consultant income tax paid in India on the remuneration for services provided by the non-resident staff of the consultant – No</p>
<p>16.4</p>	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>INDIAN RUPEES</p> <p>.....</p> <p>The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes</p>
<p>C. Submission, Opening and Evaluation</p>	
<p>17.1</p>	<p>The Consultants “<u>shall not</u>” have the option of submitting their Proposals electronically.</p> <p><i>[If “Yes”, insert: The electronic submission procedures shall be: [describe the submission procedure.]</i></p>

17.4	<p>The Consultant must submit: (a) Technical Proposal: one (1) original and TWO (2) copies; (b) Financial Proposal: one (1) original.</p>
17.7 and 17.9	<p>The Proposals must be submitted no later than: Date: <u>17th February, 2017</u> Time: <u>16:00 local time</u></p> <hr/> <p><i>[If appropriate, add translation of the warning marking [“Do not open....”] in the national language to the outer sealed envelope]</i></p> <p>The Proposal submission address is: <u>Tirupati Smart City Corporation Limited (TSCCL), Tirupati Municipal Corporation, 13-29-M9-1-00, Tilak Road, East Tirupati, Chittoor District, Andhra Pradesh. Pin Code : 517501</u></p>
19.1	<p>An online option of the opening of the Technical Proposals is offered: No <i>[If yes, insert “The online opening procedure shall be: [describe the procedure for online opening of Technical Proposals.]”]</i></p> <p>The opening shall take place at: <u>“same as the Proposal submission address”</u> Date: same as the submission deadline indicated in 17.7. Time: 17:00 <i>[The time should be immediately after the time for the submission deadline stated in 17.7]</i></p>
19.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals N/A</p>

21.1	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:	
	S No	Description
	(A)	Specific experience of the Consultant (as a Firm) relevant to the assignment
	(B)	Adequacy and quality of the proposed methodology, and work plan in responding to the terms of Reference (TORs)
	(C)	Key professional staff qualifications and competence for the assignment
		TOTAL
	Maximum Points	
		150
		150
		200
500		
<p>The minimum technical score (St) required to pass/qualify is: 400 <i>(Also, the minimum qualifying score for each category is of 65%)</i></p>		
<p>Total points for the criteria: 500</p>		
<p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p>		
<p>Technical Proposal – sub criteria for evaluation.</p>		
<p>Criteria, sub-criteria,</p>		
S No	Description	
A	Specific experience of the Consultant (as a Firm) relevant to the assignment	
Experience in assignments as providing Project Development/ Project management/project Design & Supervision/ Project Design, Supervision and Management consultancy services at governmental levels (Central/State/Municipal/Public Sector Undertaking in India or abroad)		
<i>Sub criteria</i>		
<i>a. Experience in Urban Planning Projects (TP schemes / Urban renewal / Urban Design / Retrofitting / Old area redevelopment project/ Greenfield Urban Projects / City development project) (3 projects – 10x3 =30 marks)</i>		
Marks		
30		

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

		<p><i>The Client will assess whether the proposed methodology is clear, responds to the TORs as applied to the Smart City Proposal (SCP), work plan to analyze the SCP is realistic and implementable; overall team composition is balanced and has an appropriate skills mix to convert the SCP to modules/projects ; and the work plan has right input of Experts.</i></p> <p><i>The presentation shall be made by the Team leader or deputy team leader only as per the details</i></p>		
C	<p>Key professional staff qualifications and competence for the assignment</p> <p><i>Each position number corresponds to the same for the Key Experts in Form TECH-6</i></p>			200
Sub Criteria				
Sl No		Man Months	Marks	
Key Experts (Core – team)				
1	Team Leader	36	35	
2	Deputy Team Leader cum Infrastructure Specialist	36	25	
3	Urban Finance Specialist	36	15	
4	E Governance Specialist	30	15	
5	Urban Planner	30	15	
Project Specialist – team				
6	Urban Development Specialist	18	25	
7	Traffic/Transport planner	24	25	
8	Electrical Engineering Expert	36	15	
9	ICT Expert	36	15	
10	Social Development Specialist	12	15	
Sub total			200	

	<div style="border: 1px solid black; padding: 10px; margin-bottom: 10px;"> <p>The number of points to be assigned to each of the above positions shall be determined considering the following sub-criteria and relevant percentage weights:</p> </div> <p>For all the above positions</p> <ol style="list-style-type: none"> 1) General qualifications (general education, training, and experience): 20% 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 80% <p>Total weight: 100%</p>
<p>23.1</p>	<p>An online option of the opening of the Financial Proposals is offered: <u>No</u></p> <p><i>[If yes, insert “The online opening procedure shall be: [describe the procedure for online opening of Financial Proposals.]</i></p>
<p>25.1</p>	<p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract’s invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client’s country. If is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
<p>26.1</p>	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: <u>Indian Rupees</u></p> <p>The official source of the selling (exchange) rate is: <u>State Bank of India [SBI] (New Delhi) BC Selling rate of Exchange.</u></p> <p>The date of the exchange rate is: <u>Dead line for submission of proposals specified in para 17.7 above.</u></p>

27.1 (QCBS only)	<p>Opening of the Financial Proposals Financial proposal of the firms who score a minimum of 80% i.e. (400) marks shall be opened.</p> <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p><i>[or replace with another inversely proportional formula acceptable to the Bank]</i></p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 0.9, and P = 0.1</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sfx P\%$.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations: Date: 28th February, 2017 Address: Municipal Corporation Office, Tirupati</p>
30.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: http://tirupati.cdma.ap.gov.in</p> <p>The publication will be done within 10 days after the contract signing.</p>
30.2	<p>Expected date for the commencement of the Services: Date: 1st March, 2017at: Tirupati</p>

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 or STP (v)		FORM	DESCRIPTION	Page Limit
FTP	STP			
v	v	TECH-1	Technical Proposal Submission Form.	
“v” 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.	
“v” 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	
v		TECH-2	Consultant’s Organization and Experience.	
v		TECH-2A	A. Consultant’s Organization	
v		TECH-2B	B. Consultant’s Experience	
v		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
v		TECH-3A	A. On the Terms of Reference	
v		TECH-3B	B. On the Counterpart Staff and Facilities	
v	v	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
v	v	TECH-5	Work Schedule and Planning for Deliverables	
v	v	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Assisting *Tirupati Smart City Corporation Limited* to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in accordance with your Request for Proposals dated [Insert Date] and our Proposal for QCBS method of selection. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate sealed envelope”.

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank’s policy in regard to corrupt and fraudulent practices as per ITC 5.

- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a member of the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (g) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

FORM TECH-2(FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT’S ORGANIZATION AND EXPERIENCE

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

A - Consultant’s Organization

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

B - Consultant’s Experience

1. List only previous similar assignments successfully completed² in the last 10 (ten) years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

² For similar assignments successfully completed, copy of Work Order and/or Contract agreement from the competent authority needs to be attached.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of; }	{e.g., Ministry of, country}	{e.g.,INR 01 Cr.}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g.,INR 2 Cr.}	{e.g., sole Consultant}

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

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

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

- a) Technical Approach, Methodology and presentation
 - b) Work Plan
 - c) Organization and Staffing }
-
- a) **Technical Approach, Methodology and presentation.**{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here. }

 - b) **Work Plan.**{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }

 - c) **Organization and Staffing.**{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }

FORM TECH-5(FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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



FORM TECH-6(FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS’ INPUTS

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

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

Full time input 
Part time input 

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

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

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

Period	Employing organization and your title/position. Contact info and references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Section 4. Financial Proposal - Standard Forms

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

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

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

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

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Assisting[*insert the name of the SPV of the City*] to Design. Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM)in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

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

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}			
	<i>{Insert Foreign Currency # 1}</i>	<i>{Insert Foreign Currency # 2, if used}</i>	<i>{Insert Foreign Currency # 3, if used}</i>	<i>{Insert Local Currency, if used and/or required (16.4 Data Sheet)}</i>
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
<u>Total Estimate for Indirect Local Tax:</u>				

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

FORM FIN-3 BREAKDOWN OF REMUNERATION

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

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

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

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

Legend:
 “Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

Section 5. Eligible Countries

In reference to ITC 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. Bank Policy – Corrupt and Fraudulent Practices

(this Section 6 shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption

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

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party³;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation⁴;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁵;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁶;

³ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

⁴ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

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

- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures⁷, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated⁸ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

⁶For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

⁷ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

⁸ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

Section 7. Terms of Reference

7.1. Background

7.1.1 Government of India has announced the list of 60 cities to be taken up for development as smart cities. The cities have to now move towards converting their plan proposals to projects.

7.2. Objective of the Assignment

7.2.1. The objective of the assignment is to provide direct assistance to Tirupati Smart City Corporation Limited (TSCCL) to design develop, manage and implement Smart City Projects as per para 10.6 of Smart City Mission Guidelines.

7.3. Scope of Services

1. The Consultant shall support the Smart City/SPV in overall project management of Smart City projects, including designing, developing, managing and implementing smart city projects identified by the city on the following two outputs:
 - (i) Output1: Area Based Development
 - (ii) Output2: Pan-city Solution
2. Under this assignment the consultant is required to review projects identified by the Smart City, for Area Based Development as well as for Pan City Solution (Smart City Proposal Can be downloaded from the website of Smart City mission <http://smartcities.gov.in/Round2SCPs.aspx>). The consultant will carry out required investigations, design, prepare feasibility report, Preliminary Design Report/ Detail Design Report (PDR/DPR), and assist in procurement of implementing partner/agency (ies) expeditiously. The PMC shall assist SPV in preparation of RFPs for the procurement of implementing partner(s)/ Agency (ies). The PMC shall not sub contract any of the activities defined in the scope of the assignment to any other consulting firm.
3. The PMC shall also assist the SPV in supervision & monitoring of the work of implementing agencies and shall be responsible for overall management of the project.
4. The RFPs prepared by the PMC for procurement of implementing partner/agency(ies) for implementation of Smart City Projects, will follow International Competitive Bidding (ICB) method [*The SPV has to decide on method of procurement such QCBS, QBLCS (Quality Based Least Cost Selection) etc.*].

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

7.3.1. Output 1: Area Based Development:

A. Project Development

- I. Integrated Projectivisation - The consultant will review and re-verify the integrated modules (group of projects) in the smart city proposal and regroup them into modules in consultation with the Smart City/SPV.
- II. Consult the available documents such as city development plans /strategy plans, sanitation plans. Mobility plan and review feasibility study etc.
- III. Review existing status of physical Infrastructure and other available secondary data.
- IV. Identify requirements of surveys, studies and investigations;
- V. Carry out necessary surveys, investigations, situational analysis, cost benefit analysis, prepare preliminary project cost estimates.
- VI. Review the available GIS maps and integrate to the possible extent to develop area wise spatial mapping on assets.
- VII. Prepare feasibility study report of modules (group of projects) to ascertain both technical and financial viability based on financial models. The feasibility report should describe the various technical options with recommendation for the most appropriate option
- VIII. Preparation of project development and implementation road map, project prioritization, carryout project phasing matrix and risk mitigation plan.
- IX. Review land availability, rehabilitation - resettlement & environmental issues for identified projects
- X. Coordinate with stakeholders and other departments of central and state governments wherever convergence is required, to facilitate integration with AMRUT, Digital India, Skill India, Make in India etc. and develop module wise action plan for completion of work
- XI. Identify the possibility of private / public participation in the service delivery, as feasible and applicable and prepare contract document for such packages.
- XII. Based on the approved feasibility report prepare module wise preliminary/detailed designs report (PDR/DPR) as per requirement of the project in accordance with established engineering practices, tender drawings, and cost estimates etc.

-
- XIII. For preparing DPR, the consultant will carry out all the required engineering surveys and investigations⁹ such as total station/LiDAR survey, geotechnical investigation, soil survey, construction material survey, ground water investigation i.e. hydro-geological investigations, rainfall data collection, identification of underground utilities and their mapping, water sampling and analysis etc. including sufficient off-site information to allow relationship with possibly useable off-site infrastructure to be established.
 - XIV. The PDR/DPR should also include assessment of utility shifting requirements and cost estimations including O&M requirements and estimates; preparing document required for statutory clearances and other clearances like Railway, Forest, National Highways etc. including environment management plan (EMP) and mitigation measures;
 - XV. Assist the SPV on technical, commercial, financial, and legal aspects for project development as per requirement.
 - XVI. Finalize arrangement for contracting including exploring options for PPP/ Service Level Agreements;
 - XVII. Provide transaction advisory and bid process management support including preparation of bid documents, managing bid process including assist in issuing of bid invitation, addendum/corrigendum, and clarifications to the bidders queries, bid evaluation, selection of contractors, award of contract and signing of contract(s);
 - XVIII. The draft contract to be included in the bidding document shall among other things, clearly define the obligations of the implementing agencies including specifying rules and procedures to address non-performance of contractual obligations.
 - XIX. The SPV may get the bid document certified/accredited by Independent Agency such as CBUD (MoUD).

B. Project Facilitation and Implementation (Construction Supervision and Contract Management)

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

- i. Assist Smart City/ SPV to conduct stakeholder consultations during design and implementation process.

⁹ Required Survey and Investigations in consultation and approval of the SPV

-
- ii. Provide advice and guidance to the *Smart City/SPV* for modern procedures and guidelines for project implementation and management in general.
 - iii. Contract administration and Management of the modules;
 - iv. Develop technical specifications for each Module
 - v. Supervise and monitor construction work of each contracted module;
 - vi. Scrutinize the implementing agency's detailed work program and guide implementing agency in preparation of supervision schedule/ work plan for each module;
 - vii. Scrutinize construction methods proposed by implementing agency including environmental, safety, personnel and public issues;
 - viii. Assess the adequacy of the contractors' inputs in material, labor and construction methodology and provide advisory whenever required;
 - ix. Formulate a rehabilitation & resettlement framework as per requirement and monitor implementation of Social safeguards & environmental standards, if any.
 - x. Carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings;
 - xi. Supervising the construction of various contract packages for related outputs of the Program
 - xii. Record the work measurement jointly by PMC and SPV and certify the contractor's bill and recommend for making payments to Smart City/SPV.;
 - xiii. Assist the Smart City/SPV in interim and final certification of the bills of payment;
 - xiv. Furnish the detailed construction drawings as necessary during continuance of the contract or checking and recommendation of drawings for approval as required;
 - xv. Assist for resolution of all contractual issues including examining the contractor's claims for variations/ extensions or additional compensations etc and prepare recommendations for approval by the Smart City/SPV;
 - xvi. Assist third party inspection of work carried out by implementation agency(ies), if necessary, as decided by Smart City/SPV;

-
- xvii. Assist Smart City/ SPV in obtaining all necessary permissions and complying with statutory requirements as required prior to construction, such as permissions from line departments viz. Railway, Road Transport, Highways, Department of Archaeology, Department of Forests and National Parks etc.
 - xviii. Review and issuance for execution of contractors' design and drawings with approval of SPV for lump sum turnkey contracts and review the project documents and give recommendations as required for PPP projects.
 - xix. Review and finalize the "as built" drawings submitted by Contractor;
 - xx. Assist the Smart City/SPV in issue of completion certificates;
 - xxi. Inspect the works at appropriate intervals during defect liability period and certification issue;
 - xxii. Prepare on behalf of *Smart City/ SPV* monthly project progress reports describing the physical and financial progress of each subproject, highlighting impediments to the quality and progress of the works and remedial actions, to be submitted to Smart City/SPV;
 - xxiii. Assist *Smart City/SPV* in monitoring of progress as per the Program Performance Monitoring System (PPMS) or as required by Smart City/SPV;
 - xxiv. Develop and maintain project management information system (PMIS) to track project progress and generate MIS progress reports such as physical and financial progress.
 - xxv. Develop and implement procedure for timely payments to the implementing agency (ies) and monitor for compliance.
 - xxvi. Support Smart City/SPV in overall Project Management and coordination with implementing agencies, government agencies, private players, technology service providers and others.
 - xxvii. Support Smart City/SPV to meet compliance requirements as and when required.
 - xxviii. Support Smart City/SPV in documentation and presentation of outputs
 - xxix. Prepare Capacity building plan and Change Management Plan

-
- xxx. Monitor and maintain issue tracker and keep on updating the status of all risks and issues from time to time.

7.3.2. Smart Solution (ABD & Pan-city Projects)

A. As-Is (Situation Analysis)

- i. Review existing available documents & infrastructure on the proposed smart solution and integrate them into modules.
- ii. Prepare the separate As-Is of each ABD & Pan Solution module.
- iii. Identify key stakeholders from City/ Official/ Elected Representatives/ Concerned 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.
- iv. 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.).
- v. Prepare & submit the locations with coordinates (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 module under As-Is.
- vii. Submit a simple and clear architecture of whole As-Is system consisting of all ABD and Pan Solutions modules in integrated manner.

B. Feasibility Study

a. To-Be & Requirement Specifications

- i. Prepare the separate To-Be of each ABD Project & Pan Solution.
- ii. Identify & prepare the interface of integration between the projects under To-Be.
- iii. Submit a simple & clear architecture of whole To-Be system consisting of all ABD & Pan Solution modules in an 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

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- viii. Study various technologies and suggest the most viable techno-economic solution.
 - ix. Prioritize the activities of the projects/components and prepare a tentative implementation plan.
 - x. Identify risks and suggest mitigations plans.

b. Financial Implications and Viability

- i. Identify financial implications involved in the project based on the techno-economic estimated cost.
- ii. Identify the possibility of private/public participation in the service delivery of the project, as feasible and applicable.
- iii. The financial viability of the project based on different financial models and recommend suitable model for each module indicating the rationale.
- iv. Assist Smart City/SPV in consultation for each sub project or group of sub projects as applicable, with stakeholders to discuss the project wise scope identified and future use of the suggested solution architecture.

C. Detailed Project Report (DPR)

- i. Prepare a DPR including but not limited to the following:
 - a) Module components/ phases
 - b) Analyze the future projections and demand assessment.
 - c) Prepare conceptual plan for implementation & integration of different components into the system.
 - d) Solution Architecture, Technical Requirements, Application Architecture, Technology & Deployment Architecture, Network & Server Architecture, Security Architecture, integration with other initiatives, Service Level Agreements & Monitoring Tool.
 - e) Standardization Requirements
 - f) Detailed Bill of Material for the complete integrated System

D. Bid Process Management for selection of System Integrator (SI)

The bid process management shall include;

- i. Prepare the RFP Documents
- ii. Coordinate Bid Process Management
- iii. Support in evaluation of bids and selection of SI

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- iv. The SPV may get the bid document certified/accredited by Independent Agency such as **the Department of Electronics and Information Technology (DeitY)**, a division of The Ministry of Communications and Information Technology (GoI)/CBUD(MoUD).

E. 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, MoUD/(GoI) etc.
 - c) Co-ordinate DPR submissions/approvals of SI.
 - 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 and Change Management Plan
 - g) Identify the legal changes required and assist in drafting and issuance of Government Orders for giving effect to the BPR
 - h) Ensure that the technology standards, guidelines & frameworks are adhered to during implementation.
 - i) Suggest and co-ordinate capacity building needs and training programs.
 - j) Monitor and maintain issue tracker and keep on updating the status of all risks and issues from time to time.
 - k) Defining the escalation mechanism for timely resolution of issues & risks.
 - l) Co-ordinate for STQC certification.
 - m) SLA monitoring and suggest changes in SLAs, if required
 - n) Monitoring the performance of the SI against the base project plan
 - o) Monitoring the performance of the overall system in terms of availability & efficiency against the service levels already defined for SI

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- p) Suggest corrective and preventive measures to SPV and SI to enhance the performance of the system
 - q) Coordinate with all the stakeholders and support the state departments while interacting with various agencies (internal and external) during the course of the project.
 - r) 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) Monitor 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 of 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

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- 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 Implementation 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) Incident management process – covering identification, response, escalation mechanisms
 - d) Anti-virus (malware) controls – patching, virus definition file update
 - e) General computer controls review
 - f) 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.
 - g) Performance / SLA Audit - whether the actual level of performance of the services is the same as specified in the contract of SI.
 - h) Identify the key issues / bottlenecks in the system and suggest mitigation plans.
 - i) 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

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- 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.
 - 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 recommend payments to the SPV.
- 7.3.3. The Consultant shall provide support to the Smart City/SPV for the successful completion of the Smart City Project and its closure.

7.4. Team Composition & Qualification Requirements

- 7.4.1. The Professionals required for this assignment are categorized as **core team** and **support team**. The Core team shall provide full person man days' time on the project (field). The support team shall be on the need basis of the assignment.
- 7.4.2. Based on the scope of work, the Consultant shall assess the actual requirement of the Professionals for carrying out the assignment for different projects under the Smart City Proposal (SCP) of Tirupati during the course of the assignment. A reasonable size team of support staff like support design engineers, quantity surveyors; drafts men, Junior analysts, field engineers etc. shall also be required to support the professionals. The Consulting firm may deploy the additional staff as per requirement of the assignment.
- 7.4.3. The broad indicative team requirement of professionals as core team & support team and support staff has been indicated below. The consulting firm shall review the composition [position required, number of professionals and man days' for each professional] and finalize as per the requirement of the assignment (modules).
- 7.4.4. The CVs of the core team shall be evaluated for technical score are indicated below:

	Position	Man Days	Minimum Qualification	Minimum Experience
	<ul style="list-style-type: none"> Core Team ¹⁰[for Facilitation, Development and Implementation of Project(CVs of the following professionals shall be evaluated for Technical score in technical evaluation)] 			
1.	Team Leader	36 Months	Masters in Planning/Engineering/ Management	<ul style="list-style-type: none"> Minimum 15 Years experience Experience of Project Management in Urban Development projects. Experience as Team leader/ Deputy Team leader for minimum 3 projects.
2.	Deputy Team Leader cum Infrastructure Specialist	36 Months	Master's in the relevant branch of engineering	<ul style="list-style-type: none"> Minimum 15 Years experience in the Urban Sector Experience in city wide urban development and infrastructure planning/ design. (Water supply, sewerage/septage/ SWM/ urban roads etc.).etc
3.	E Governance Specialist	30 Months	Relevant Bachelor's / Master's Degree in Information Technology	<ul style="list-style-type: none"> 10 years' relevant experience Experience in working with the GoI/State Government/ ULB or similar institutions for implementation of e governance projects Experience in preparation of technical document for the e-Services and solution to implementing the IT related infrastructure services /e-services, networking infrastructure etc.
4.	Urban Planner	30 Months	Master's in Urban Planning / Urban Design	<ul style="list-style-type: none"> Minimum 10 years' relevant experience Experience of working on Master Plans of large cities / urban areas / regions / new city development Experience of working on greenfield/brownfield, smart cities.

¹⁰ SPV may change the core team and the man days as per the requirement of the Projects identified under Smart City Proposal and accordingly evaluate the CVs of core team for technical score.

5.	Urban Finance Specialist	36 Months	Master's Degree in Finance/ Economics/ Chartered Accountant/ ICWA / Post Graduate in Economics with specialization in Public Finance.	<ul style="list-style-type: none"> • 10 years relevant experience. • Experience of municipal finance analysis, municipal budgeting and accounting and financial projections. • Experience in working with ULB • Experience in Financial Modelling in Urban Infrastructure and PPP.
<ul style="list-style-type: none"> • Support team for Facilitation and Implementation of Projects: • The CVs of Urban Development Specialist, Transport Planner, Social Development Expert, ICT Expert and Electrical Engineering Expert shall be evaluated along with the core team for the technical score as mentioned in the Data Sheet. • The CVs of the remaining team shall not be submitted. But at the time of appointment, CVs shall be approved by the Smart City/SPV. The remuneration shall be included in the detail of breakdown of remuneration(FIN-3) 				
1	Assistant Construction Manager	12 Months	<ul style="list-style-type: none"> • Graduate in Engineering 	<ul style="list-style-type: none"> • 5 years' experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management)
2	Support Engineer & Designers (Estimation Engineers (3) + Auto CAD expert (3) + Civil Engineers (3) + Mechanical Engineer (1))	Estimation Engineers – 3*36 Months AutoCAD – 3 * 36 Months Civil and Mechanical Engineers – 4*36 Months	<ul style="list-style-type: none"> • Degree/Diploma in relevant branch 	<ul style="list-style-type: none"> • Degree in (relevant branch) Engineering with minimum 5 years' experience Or • Diploma in (relevant branch) Engineering with 10 years' experience <ul style="list-style-type: none"> • The support team

3	Water Supply Expert	36 Months	Degree in Civil Engineering	<ul style="list-style-type: none"> • Minimum 7 years' experience in water supply projects • Design and restructuring of water supply / distribution network projects • Experience in Operation & Maintenance of Urban Water Supply schemes including implementation of smart water solutions like SCADA etc
4	Landscape / pavement design Architects	24 Months	Bachelor degree in Architecture with Masters Degree in Landscape Architecture	<ul style="list-style-type: none"> • Minimum 7 years' relevant experience • Experience in preparation of technical requirement plans / document pavement design /street scape/ landscaping etc.
5	Procurement Specialist	36 Months	Degree in Engineering/ Management/ law / Business Administration or Equivalent	<ul style="list-style-type: none"> • Minimum 10 years' experience in the area of public procurement • Experience in construction contract procurement /management in infrastructure projects. • Knowledge of state purchase Manual
6	Urban Development Specialist	18 Months	Masters in Urban Design / Urban Planning or equivalent	<ul style="list-style-type: none"> • Minimum 10 years' experience in Urban Design / Urban Planning. <ul style="list-style-type: none"> • Experience in Local area planning
7	Transportation Planner/ Engineer	24 Months	Masters Degree in Transportation Planning/ Transportation Engineering/ Highway Engineering/ Highway Planning	<ul style="list-style-type: none"> • Minimum 7 years of experience in the area of Urban Transport Planning • Experience in City Mobility Plan preparation and implementation • Transit Oriented Development (TOD) /
8	Waste Water Expert	36 Months	Masters in Environmental Engineering/Degree in Civil Engineering	<ul style="list-style-type: none"> • Minimum 7 years' experience on waste water projects including recycling and reuse of waste water and rainwater harvesting
9	Electrical Engineering Expert	36 Months	B-Tech in Electrical/ Power Engineering	<ul style="list-style-type: none"> • Minimum 15 years relevant experience • Experience of working in New and Renewable Energy projects also would be desirable.

10	Communication Specialist	36 Months	Masters in mass communication with IT background	<ul style="list-style-type: none"> • 10 years related experience • Experience in management of multimedia • Wide ranging experience in carrying out citizen engagement on a large scale through the use of social media by the creation of appropriate content and conducting online campaigns on a continuous basis
11	Environment Management expert cum Solid Waste Management Expert	36 Months	Postgraduate in Environmental Planning / Engineering / Environmental Sciences	<ul style="list-style-type: none"> • 10 years' experience in conducting EIA, environment modelling & preparing Environmental Management plans, Clean Development mechanism.
12	Social Development Specialist	12 Months	Masters Degree or equivalent in social development / social work	<ul style="list-style-type: none"> • 10 years experience in years experience in Urban Poverty Alleviation. • Experience in urban social welfare projects/ community mobilization/ Social Development Sub-Plan
13	Finance / PPP Expert	36 Months	MBA (Finance) / CA/CFA or equivalent	<ul style="list-style-type: none"> • 10 years' experience in project funding, structuring of PPP projects. • At least developed 02 (two) PPP projects for which the Concessionaire has been appointed and the projects are in execution and/or in operation mode.
14	Structural Engineer	36 Months	Masters in Structural Engineering	<ul style="list-style-type: none"> • Minimum 7 years related experience • Should have the experience in structural design of infrastructure projects.
15	ICT Expert	36 Months	Masters in Computer Application/ B-Tech in Computer Science/ IT	<ul style="list-style-type: none"> • 12 years in implementing ICT projects in Urban area.

16	GIS & Remote Sensing Expert	24 Months	<ul style="list-style-type: none"> Degree in Geography/ Geo Informatics, Planning, Architecture with Diploma/ Certificate in GIS 	<ul style="list-style-type: none"> At least 7 years of experience in working on similar projects (i.e. use of remote sensing & GIS technology in urban sector projects) Knowledge of major GIS software products, GPS, total station, coordinate reference systems, satellite remote sensing technology and GIS applications.
17	Information Security Systems Expert	24 Months	MCA/ B Tech / M Tech in IT with certification in CISSP/ CCSP	<ul style="list-style-type: none"> Minimum 7 years experience in similar field
18	Networking & IT Infrastructure Specialist	24 Months	MCA/ B Tech / M Tech in IT with certification in CCNA	<ul style="list-style-type: none"> Minimum 7 years experience in similar field Experience of designing, managing and commissioning Command and Control Centre type projects is desirable
19	ITMS and City Surveillance Expert	12 Months	B-Tech in Information Technology/ Electronics & Communication Engineering / Electronics Engineering / Computer science	<ul style="list-style-type: none"> Minimum 7 years experience in IT field Minimum 2 years of experience in designing and implementation of large ITMS/ BMS including Surveillance & Video Analytics
20	IoT, IoE, AoT Specialist	12 Months	BE/B-Tech in Information Technology/ Electronics & Communication Engineering / Computer science	<ul style="list-style-type: none"> Minimum 5 years experience in IT field <ul style="list-style-type: none"> Minimum 3 years experience in implementing IoT/Machine to Machine (M2M) solutions and knowledge of the IoT/M2M market and ecosystems Minimum 3 years' experience in a client facing role demonstrating presentation skills and the ability to communicate with client management and executives 3 years experience in applying analysis skills and the ability to develop processes
21	Cost Accountant	36 Months	CA/Cost Accountants or equivalent	<ul style="list-style-type: none"> 5 Years professional experience

Note:

1. **The staff requirement stated above is illustrative ,which the Smart City/SPV may change as per requirement.**
2. The Consultant may deploy Support staff as per requirement. The Support staff may also include office manager, research associates, analysts, surveyors, draughtsman, quantity surveyors, field engineers etc.
3. The Consultant may bid for more than one Smart City, but if the Consultant is bidding for more than one Smart City simultaneously, shall propose separate team for each Smart City. If at any time it is found by the SPV that professional proposed is also part of another Smart City Team then the SPV may disqualify the Consultancy firm.

7.5. Reporting Requirements and Time Schedule and Deliverables

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

7.6.1. Activity 1: Mobilization

The team leader of the consultant shall initially mobilize the core team following notice to proceed to set up project office along with equipment and peripherals and then will mobilize further manpower as per requirement for each module.

7.6.2. Activity 2: Situation analysis report

- Preparation of situation analysis report for each module.

7.6.3. Activity 3: Feasibility Report

- Prepare and submit 'Feasibility Report' for each. The Feasibility Report should describe the various technical options with recommendation for most appropriate option. The Report shall address the following aspects:
 - Evaluation of design alternatives
 - The topography and development pattern of the project area
 - Develop historic and future population growth and determine the impact of the population growth on projects under taken in Smart City Mission.
 - Preliminary design and cost estimation
 - Operation and maintenance aspects
 - Financial planning and evaluation
 - Institutional and social capacity
 - Environmental and Social Impact Assessments

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- Formulation of work implementation plan
 - Preliminary procurement plan
 - Preliminary construction schedule
 - Organization evaluation and capacity building and any other relevant information required on project to project basis.
 - Identification of potential PPP projects.
 - Recommendation of suitable arrangement for contracting including DBO / DBFOT/Management Contracts etc.

7.6.4. Activity 4: Preliminary/Detailed Project Report(PDR/DPR)

- Once the Feasibility Report is approved, prepare detailed designs in accordance with sound & established engineering practices; tender drawings and; cost estimates etc. The design shall meet the techno economic aspects for best possible solution after consideration of various available alternatives and shall sufficiently be detailed to ensure clarity and understanding by all stake holders and will be incorporated into a detailed project report to be submitted for the approval of the Smart City/SPV. The costs estimate shall be prepared on the basis of Rates suggested by SPV such as SOR of State with latest addenda and corrigenda And/or market rates would be arrived at proper rate analysis carried out through market enquiry;¹¹
- The design shall meet the techno economic aspects for the best possible solutions after considering various alternatives and shall be sufficiently detailed to ensure understanding by all stake holders and will be incorporated into the detailed Project Report. The activities for the proposed project shall include preliminary designs, drawings, works technical specifications, bill of quantities, and cost estimates (Engineer's Cost) based on Schedule of Rates of the state and/or market rate analysis, along with detailed implementation plans.
- For each sub project based on the approved frame work the following shall be included in the DPRs:
 - Assessment of utility shifting requirement and costs estimations; preparing document required for statutory clearances and other clearances like Railway, Forest, National Highways etc;
 - Assess each site's environmental aspects for detailed design of the project component. Accordingly prepare initial environmental impact examinations (IEE) as may be required;

¹¹ The SPV is to decide for the rates to be adopted for the estimate of the Feasibility/PDR/DPR

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- Preparation of environmental safeguard actions including impact assessments, if any, during the design stage;
 - Prepare environment management plan (EMP) and mitigation measures;
 - Preparation and implementation of resettlement plans, if any
 - Prepare Detailed Project Report including technical specifications, Contract drawings, bills of quantities and above aspects;
 - Finalizing arrangement for contracting including exploring options for PPP/ Service Level Agreements;
 - Preparation of strategy and action plan for IEC program including public participation;
 - Assist stakeholder consultations for each module.;

The DPR and related documents for the Project must conform to the requirements of the guidelines and procedures of the government and shall include the following:

- Project Proposal
- Project Evaluation Criteria
 - General information: To include basic technical design, institutional arrangements
 - Estimated Project Cost
 - Project Revenue
 - Estimated Project Benefits and Costs
 - a. Financial
 - b. Economic
 - Risk Allocation Matrix
 - Project and Financing Milestones
- Economic and financial analyses,
- Environmental Management Plan
- Location map
- Preliminary design, specification of works and materials
- Engineer's Estimate in the BOQ format, as necessary
- At this stage consultant should also suggest / propose component different suitable procurement options for proposed projects/module under the respective component.

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

Based on discussions with all stakeholders and approval from SPV Smart City, the consultant shall Prepare consolidated bid documents, technical specifications, contract drawings, final bills of quantities, EMP and any other necessary information

required for successful tendering and implementation of contracts. The Bid document should be in accordance with the Government of India / State Government guidelines. Under this task the Consultant is required to do the following:

- Assist Smart City/SPV in all aspects of procurement including issuing bid invitation, addendum/corrigendum, and clarifications to the bidders queries, assist in bid evaluation, selection of contractors/ implementing agencies;
- Prepare contract documentation to include Letter of invitation, conditions of contract, specifications, design parameters; bills of quantities, etc. for all modules in close coordination with the Smart City/SPV.
- The draft contract to be included in the bid documents shall, among other things, clearly define the obligations of the implementing agency with respect to financing(if applicable), design, construction, O&M, and tariffs; equitably allocate risks between the parties; and specify rules and procedures to address non- performance of contractual obligations.
- Assist in preparation of replies of the pre-bid queries, contract negotiations and award of contract(s).

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

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

7.6.7. The estimated time duration for the consultancy services is 3 (three) years.

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

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

7.6.10. Time Schedule and activity wise Deliverable

(i) The Activity wise time schedule shall be as follows

S No.	Activity wise Deliverable	Time period (T₀ date of signing of Contract) and T₁ is the date of appointment of implementing agency
1	Activity 1: Mobilization	T ₀ + 15 days
2	Activity 2 : a) For ABD Modules : Submission of Situation Analysis Report for Modules and its acceptance & approval by the Smart City/SPV b) For Smart Solution Module : Submission of Business Re-engineering Report (BPR) and Final function requirement specifications (FRS) and its acceptance & approval by the Smart City/SPV	T ₀ + 12 Months
3	Activity 3 For ABD and Smart Solution Modules: Feasibility Study Report and its acceptance & approval by the Smart City/SPV	
4	Activity 4 For ABD and Smart Solution Modules : Submission of Detailed Project Report and its acceptance & approval by the Smart City/SPV	
5	Activity 5 For ABD and Smart Solution Modules : Submission of Bid Documents and its acceptance & approval by the Smart City/SPV	

6	<p>Activity 2-5</p> <table border="1" data-bbox="331 254 1086 531"> <thead> <tr> <th rowspan="2">Time line</th> <th colspan="2">No Of Modules (out of total n modules)</th> <th rowspan="2">Target Date</th> </tr> <tr> <th>Modules in each Quarter</th> <th>Cumulative Modules</th> </tr> </thead> <tbody> <tr> <td>Q 1</td> <td>-</td> <td>-</td> <td>T₀+ 3 Months</td> </tr> <tr> <td>Q 2</td> <td>-</td> <td>-</td> <td>T₀+ 6 Months</td> </tr> <tr> <td>Q 3</td> <td>-</td> <td>-</td> <td>T₀+ 9 Months</td> </tr> <tr> <td>Q 4</td> <td>n</td> <td>All Modules</td> <td>T₀+ 12 Months</td> </tr> </tbody> </table> <p>The time period may be extended for another 3 months as per the requirement of the module(s) by the SPV for completion of the assignment up to activity 5.</p>	Time line	No Of Modules (out of total n modules)		Target Date	Modules in each Quarter	Cumulative Modules	Q 1	-	-	T ₀ + 3 Months	Q 2	-	-	T ₀ + 6 Months	Q 3	-	-	T ₀ + 9 Months	Q 4	n	All Modules	T ₀ + 12 Months	
Time line	No Of Modules (out of total n modules)		Target Date																					
	Modules in each Quarter	Cumulative Modules																						
Q 1	-	-	T ₀ + 3 Months																					
Q 2	-	-	T ₀ + 6 Months																					
Q 3	-	-	T ₀ + 9 Months																					
Q 4	n	All Modules	T ₀ + 12 Months																					
7	<p>Activity 6 Project Implementation Support</p>	<p>From the date of selection of the implementation Agency T₁ to (T₀ + 3 Years)</p>																						
8	<p>For ABD Modules</p>	<p>From the date of selection of the implementation Agency for the each Module To T₀ + 3 years</p>																						
	<p>For Smart Solution Module Including the following during implementation period</p> <ul style="list-style-type: none"> a) Submission & acceptance of User Acceptance Test (UAT) Reports b) Submission of Standardization Testing and Quality Certification (STQC) Certificate(s) c) Submission & acceptance of “Go-Live” Report 	<p>From the date of selection of the System Integrator (SI) T₁ to T₀ + 3 years</p> <p>For a, b, and c activities: T₁+ 4(four) Months during implementation by System Integrator (SI)</p>																						

- (ii) In addition to above, the consultant will submit monthly progress reports at the end of each month during the course of assignment mentioning status/ progress of

work, activities performed, and issues resolved/to be resolved related to assignments during the month.

7.6. Client’s Input and Counterpart Services and Facilities

(a) *Services, facilities and property to be made available to the Consultant by the Client:*
 _____ [list/specify]

(b) *Professional and support counterpart personnel to be assigned by the Client to the Consultant’s team:* _____ [list/specify]

(a) The Consulting firm will be responsible to:

- Arrange for fully equipped office and office operation related facilities for project development team.
- Arrange for data collection, survey and investigation, preliminary design, report preparation of reports for projects modules
- Arrange for communication related to contract, data processing, computers, printing equipment and necessary stationeries; and
- Arrange for all transportation and travelling required for the assignments to perform the consultancy services/job.
- Arrange for all the necessary other logistics which are incidental to the smooth implementation of the smart city proposal of TSCCL.

7.7. Payment Schedule

(a) Payments shall be made according to the following schedule:

The payment shall be made as follows:-

S No.	Activity wise Deliverable	Payment Schedule
	<p>The accepted contract amount shall be in the following proportion;</p> <p>(a) Accepted Contract Amount (M)= [insert amount]</p> <p>(b) For Activity 2 to Activity 5 (M₁) = 40% M = [insert amount] The total amount for activity 2 to 5 shall be paid not more than 40% of the M or as per actual man days deployed, whichever is less.</p> <p>(c) For Activity 6 (M₃)= 50% M = [insert Amount]</p>	

	<p>The total amount for activity 6 shall be paid not more than 50% of the M or as per actual man days deployed, whichever is less.</p> <p>(d) Project Completion/Project Closure (M_4)= 10 % of M [insert amount]</p>	
1	Activity 1: Mobilization Advance	10 % of M
	<p>For Activity 2 to Activity 5 payment shall be made on pro rata basis of the modules $M_2 = M_1$ on pro-rata basis of module(s)</p> <p>[Example : Number of modules n.</p> <p>For each module payment shall be $M_2 = M_1/n$</p> <p>The total amount for activity 2 to activity 5 shall be paid not more than 40% of the M or as per actual man days deployed, whichever is less.</p>	
2	<p>Activity 2 :</p> <p>c) For each ABD Module : Submission of Situation Analysis Report for Modules and its acceptance & approval by the Smart City/SPV</p> <p>d) For Smart Solution Module : Submission of Business Re-engineering (Report (BPR) and Final function requirement specifications (FRS) and its acceptance & approval by the Smart City/SPV</p>	15 % of M_2
3	<p>Activity 3</p> <p>For each ABD and Smart Solution Module : Feasibility Study Report and its acceptance & approval by the Smart City/SPV</p>	10% of M_2
4	<p>Activity 4</p> <p>For each ABD and Smart Solution Module : Submission of Detailed Project Report and its acceptance & approval by the Smart City/SPV</p>	10% of M_2
5	<p>Activity 5</p> <p>For each ABD and Smart Solution Module : Submission of Bid Documents and its</p>	5% of M_2

	acceptance& approval by the Smart City/SPV	
	For Activity 6 Monthly payment shall be made on Time Based Input of the Experts as per the per day professional fee quoted by the Consultant and accepted by the SPV of the Smart City. The Monthly payment shall be made on the basis of actual deployment of man days and Approved Time Sheet(s) by the SPV of the Smart City.	
7	Activity 6 Project Implementation (construction, supervision and monitoring) Support	Monthly payment as per accepted man days rates & approved Time Sheets of the Consultant's Personnel deployed on the Project
8	Project Closure : On the successful completion of the project and its closure.	10% of M

Section 8. Standard Form of Contract

STANDARD FORM OF CONTRACT

Consultant's Services

Time-Based Linked with Performance

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CONTRACT FOR CONSULTANT'S SERVICES
Time-Based

Project Name: Implementation of Smart City projects under Smart City Mission in Tirupati

between

[TIRUPATI SMART CITY CORPORATION LIMITED (TSCCL)]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

TIME-BASED

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, [Tirupati Smart City Corporation Limited] for smart city [insert the name of the city] on behalf of Ministry of Urban Development (MoUD), Government of India, (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[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;
- (c) the Client has received a credit from the World Bank toward the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the grant agreement, including prohibitions of withdrawal from the credit account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the financing agreement or have any claim to the credit proceeds;

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 (including Attachment 1 “Bank Policy – Corrupt and Fraudulent Practices);
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts and Non Key Experts

Appendix C: Remuneration Cost Estimates

Appendix D: Reimbursable Cost Estimates

Appendix E: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, 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 [Ministry of Urban Development (MoUD), Government of India]

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

For and on behalf of [Name of Consultant or Name of a Joint Venture]

[Authorized Representative of the Consultant – name and signature]

[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

<p>1. Definitions</p>	<p>1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Guidelines” means the Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 (“Consultants’ Guidelines”).</p> <p>(b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.</p> <p>(c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</p> <p>(d) “Borrower” means the Ministry of Urban Development (MoUD), Government of India.</p> <p>(e) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.</p> <p>(f) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.</p> <p>(g) “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).</p> <p>(h) “Day” means a working day unless indicated otherwise.</p> <p>(i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.</p> <p>(j) “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.</p>
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	<p>(k) “Foreign Currency” means any currency other than the currency of the Client’s country.</p> <p>(l) “GCC” means these General Conditions of Contract.</p> <p>(m) “Government” means the government of the Client’s country.</p> <p>(n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one 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.</p> <p>(o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(p) “Local Currency” means the currency of the Client’s country.</p> <p>(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.</p> <p>(r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.</p> <p>(s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(t) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(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.</p> <p>(v) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.</p>
<p>2. Relationship between the Parties</p>	<p>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.</p>

3. Law Governing Contract	3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
4. Language	4.1. This Contract has been executed in the language specified in the SCC , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5. Headings	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6. Communications	<p>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.</p> <p>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.</p>
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.
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 practices as set forth in Attachment 1 to the GCC.
a. Commissions and Fees	10.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

	Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.
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B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract	11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
12. 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	16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. 16.2. 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

	<p>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.</p> <p>17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
<p>b. No Breach of Contract</p>	<p>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.</p>
<p>c. Measures to be Taken</p>	<p>17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>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.</p> <p>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.</p> <p>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:</p> <p style="padding-left: 40px;">(a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and</p>

	<p>necessarily incurred, and, if required by the Client, in reactivating the Services; or</p> <p>(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.</p> <p>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.</p>
<p>18. Suspension</p>	<p>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.</p>
<p>19. Termination</p>	<p>19.1 This Contract may be terminated by either Party as per provisions set up below:</p>
<p>a. By the Client</p>	<p>19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days’ written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days’ written notice in case of the event referred to in (e); and at least five (5) calendar days’ written notice in case of the event referred to in (f):</p> <p>(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;</p> <p>(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;</p> <p>(c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49.1;</p>

	<p>(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;</p> <p>(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;</p> <p>(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.</p> <p>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.</p>
<p>b. By the Consultant</p>	<p>19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <p>(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.</p> <p>(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.</p> <p>(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.</p> <p>(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.</p>
<p>c. Cessation of Rights and Obligations</p>	<p>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</p>

	<p>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.</p>
<p>d. Cessation of Services</p>	<p>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.</p>
<p>e. Payment upon Termination</p>	<p>19.1.6 Upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <ul style="list-style-type: none"> (a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 42; (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

<p>20. General</p>	
<p>a. Standard of Performance</p>	<p>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.</p> <p>20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.</p>

	<p>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.</p>
<p>b. Law Applicable to Services</p>	<p>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.</p> <p>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</p> <ul style="list-style-type: none"> (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country. <p>20.6 The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.</p>
<p>21. Conflict of Interests</p>	<p>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.</p>
<p>a. Consultant Not to Benefit from Commissions, Discounts, etc.</p>	<p>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.</p> <p>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</p>

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

	Clause GCC 13.
25. Accounting, Inspection and Auditing	<p>25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.</p> <p>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.)</p>
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 Records	<p>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.</p> <p>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.</p>
28. Equipment, Vehicles and	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

<p>Materials</p>	<p>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.</p> <p>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.</p>
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D. CONSULTANT’S EXPERTS AND SUB-CONSULTANTS

<p>29. Description of Key Experts</p>	<p>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.</p> <p>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.</p> <p>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.</p>
<p>30. Replacement of Key Experts</p>	<p>30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant’s written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p>

<p>31. Approval of Additional Key Experts</p>	<p>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.</p> <p>The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.</p>
<p>32. Removal of Experts or Sub-consultants</p>	<p>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.</p> <p>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.</p> <p>32.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.</p>
<p>33. Replacement/ Removal of Experts – Impact on Payments</p>	<p>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.</p>
<p>34. Working Hours, Overtime, Leave, etc.</p>	<p>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.</p> <p>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.</p>

	<p>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.</p>
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E. OBLIGATIONS OF THE CLIENT

<p>35. Assistance and Exemptions</p>	<p>35.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:</p> <ul style="list-style-type: none"> (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services. (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client’s country while carrying out the Services under the Contract. (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents. (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client’s country according to the applicable law in the Client’s country. (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client’s country, of bringing into the Client’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services. (f) Provide to the Consultant any such other assistance as may be specified in the SCC.
<p>36. Access to Project</p>	<p>36.1 The Client warrants that the Consultant shall have, free of</p>

Site	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 Client	<p>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.</p> <p>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.</p>
39. Counterpart Personnel	<p>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.</p> <p>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.</p> <p>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</p>

	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	<p>41.1 An estimate of the cost of the Services is set forth in Appendix C(Remuneration) and Appendix D(Reimbursable expenses).</p> <p>41.2 Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.</p> <p>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.</p>
42. Remuneration and Reimbursable Expenses	<p>42.1 The Client shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.</p> <p>42.2 All payments shall be at the rates set forth in Appendix C and Appendix D.</p> <p>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.</p> <p>42.4 The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts’ list in Appendix B, (iii) the Consultant’s profit, and (iv) any other items as specified in the SCC.</p> <p>42.5 Any rates specified for Experts not yet appointed shall be</p>

	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	<p>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.</p> <p>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.</p>
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	<p>45.1 Billings and payments in respect of the Services shall be made as follows:</p> <p>(a) <u>Advance payment</u>. 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.</p> <p>(b) <u>The Itemized Invoices</u>. 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.</p> <p>(c) The Client shall pay the Consultant's invoices within sixty (60) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice</p>

	<p>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.</p> <p>(d) <i>The Final Payment</i> .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.</p> <p>(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.</p> <p>(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.</p>
<p>46. Interest on Delayed Payments</p>	<p>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.</p>

G. FAIRNESS AND GOOD FAITH

<p>47. Good Faith</p>	<p>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.</p>
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H. SETTLEMENT OF DISPUTES

48. Amicable Settlement	<p>48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.</p> <p>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.</p>
49. Dispute Resolution	<p>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.</p>

II. General Conditions

Attachment 1: Bank’s Policy – Corrupt and Fraudulent Practices

(the text in this Attachment 1 shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption

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

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation²;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party³;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;

¹ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

² For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

³ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures⁵, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated⁶ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

⁴ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

⁵ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

⁶ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

III. Special Conditions of Contract

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of INDIA
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client : Tirupati Smart City Corporation Limited</p> <p>Attention : Tirupati Smart City Corporation Limited, Tirupati Municipal Corporation, Tilak Road, East Tirupati, Chittoor - 517501</p> <p>Facsimile : _____</p> <p>E-mail (where permitted):tsccltirupati@gmail.com</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"; OR</i></p> <p><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>The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: [Insert name]Chief Executive Officer, Tirupati Smart City Corporation Limited _____</p> <p>For the Consultant: [name, title] _____</p>
11.1	The effectiveness conditions are the following: approval of the

	Contract by the Ministry of Urban Development (MoUD), Government of India
12.1	Termination of Contract for Failure to Become Effective: The time period shall be 30 (thirty) Days
13.1	Commencement of Services: The number of days shall be 15 (fifteen) Days Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be 36 months (03(three) Years), which may be extended on mutual consent till the Smart City Mission Period on the successful performance of the Consultant.
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes

23.1	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p>“Limitation of the Consultant'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's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds [insert a multiplier, e.g.: one, two, three] times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law in Client's Country.</p>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p><i>[Note: Delete what is not applicable except (a)].</i></p> <p>(a) Professional liability insurance, with a minimum coverage of equal to the value of the Contract Price;</p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-consultants, with a minimum coverage as per Indian Motor Vehicle Act 1988 and any amendments thereof.</p> <p>(c) Third Party liability insurance, with a minimum coverage of <i>in accordance with the applicable law in the Client's country.</i></p> <p>(d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p>

	<p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
<p>27.2</p>	<p>The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</p>
<p>35.1 (a) through (e)</p>	<p><i>[List here any changes or additions to Clause GCC 35.1. If there are no such changes or additions, delete this Clause SCC 35.1.]</i></p>
<p>35.1(f)</p>	<p><i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 35.1(f).]</i></p>
<p>41.2</p>	<p>The ceiling in local currency is: _____ [insert amount and currency] [indicate: inclusive or exclusive] of local indirect taxes.</p> <p>(a) Payments shall be made according to the following schedule:</p> <p>The payment including remuneration of PMC shall be linked with the Time Based Input as well as Activity wise deliverable. The payment will be project linked for each respective module and it will be on pro-rata basis and actual input man months whichever is less till the selection of the implementing agency and start of work upto completion of activity 5. Thereafter the payment shall be made on the Time based input on the project. i.e. The consultant in consultation with the SPV of the Smart City and as per work plan/revised work plan⁷ agreed and approved by the SPV shall deploy the Professionals during the implementation (construction, supervision and monitoring) period of the Project. The monthly Time Sheet duly signed by the individual Consultant for the input days on the project, recommended by the Team Leader shall be submitted to the SPV of the Smart City, after approval by the SPV Smart City the payment shall be made to the Consultant. The payment shall be made as follows:-</p>

⁷ Revised Work Plan – Work plan revised from time to time in consultation with the SPV.

S No.	Activity wise Deliverable	Payment Schedule
	<p>The accepted contract amount shall be in the following proportion;</p> <p>(a) Accepted Contract Amount (M)= [insert amount]</p> <p>(b) For Activity 2 to Activity 5 (M_1) = 40% = [insert amount] The total amount for activity 2 to 5 shall be paid not more than 40% of the M or as per actual man days deployed, whichever is less.</p> <p>(c) For Activity 6 (M_3) = 50% M = [insert Amount] The total amount for activity 6 shall be paid not more than 50% of the M or as per actual man days deployed, whichever is less.</p> <p>(d) Project Completion/Project Closure (M_4)= 10 % of M [insert amount]</p>	
1	Activity 1: Mobilization Advance	10 % of M
	<p>For Activity 2 to Activity 5 payment shall be made on pro rata basis of the modules $M_2 = M_1$ on pro-rata basis of module(s)</p> <p>[Example : Number of modules n.</p> <p>For each module payment shall be $M_2 = M_1/n$</p> <p>The total amount for activity 2 to activity 5 shall be paid not more than 40% of the M or as per actual man days deployed, whichever is less.</p>	
2	<p>Activity 2 :</p> <p>a) For each ABD Module : Submission of Situation Analysis Report for Modules and its acceptance & approval by the Smart City/SPV</p> <p>b) For Smart Solution Module : Submission of Business Re-engineering (Report (BPR) and Final function requirement specifications (FRS) and its acceptance & approval by the Smart City/SPV</p>	15 % of M_2

3	<p>Activity 3</p> <p>For each ABD and Smart Solution Module : Feasibility Study Report and its acceptance& approval by the Smart City/SPV</p>	10% of of M ₂
4	<p>Activity 4</p> <p>For each ABD and Smart Solution Module : Submission of Detailed Project Report and its acceptance& approval by the Smart City/SPV</p>	10% of M ₂
5	<p>Activity 5</p> <p>For each ABD and Smart Solution Module : Submission of Bid Documents and its acceptance& approval by the Smart City/SPV</p>	5% of M ₂
<p>For Activity 6 Monthly payment shall be made on Time Based Input of the Experts as per the per day professional fee quoted by the Consultant and accepted by the SPV of the Smart City. The Monthly payment shall be made on the basis of actual deployment of man days and Approved Time Sheet(s) by the SPV of the Smart City.</p>		
7	<p>Activity 6</p> <p>Project Implementation (construction, supervision and monitoring) Support</p>	<p>Monthly payment as per accepted man days rates & approved Time Sheets of the Consultant's Personnel deployed on the Project</p>
8	<p>Project Closure :</p> <p>On the successful completion of the project and its closure.</p>	10% of M
<p>(b) Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: "be paid" or "reimbursed"]</i> by the Client <i>[insert as appropriate: "for "or "to"]</i>the Consultant.</p>		

	<p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.]</i></p>
<p>42.3</p>	<p>Price adjustment on the remuneration apply only if the contract is extended beyond 18 months.</p> <p>Payments for remuneration made in [local] currency shall be adjusted as follows:</p> <p>(1) The official Index is CPI (Urban) for Delhi as published by Director general/Central Statistical Office, Ministry of statics & programme Implementation, Government of India for the month for which the adjustment is supposed to have effect</p> <p>(2) Remuneration paid in local currency pursuant to the rates set forth in Appendix C shall be adjusted every <i>[insert number]</i> months (and, for the first time, with effect for the remuneration earned in the 25th the calendar month after the date of the Contract) by applying the following formula:</p> $R_l = R_{l_0} \times \frac{I_l}{I_{l_0}} \quad \{ \text{or} \quad R_l = R_{l_0} \times [0.1 + 0.9 \frac{I_l}{I_{l_0}}] \}$ <p>where</p> <p>R_l is the adjusted remuneration;</p> <p>R_{l_0} is the remuneration payable on the basis of the remuneration rates (Appendix C) in local currency;</p> <p>I_l is the official index for salaries in the Client’s country for the first month for which the adjustment is to have effect; and</p> <p>I_{l_0} is the official index for salaries in the Client’s country for the month of the date of the Contract.</p>
<p>43.1 and 43.2</p>	<p><u>For domestic consultants/sub-consultants / personnel and foreign consultants/personnel who are permanent residents in India</u></p> <p>The consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.</p> <p>The Client warrants that the Client shall reimburse the Consultant, and</p>

	<p>Consultants person for any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> (a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services; (b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that: <ul style="list-style-type: none"> (i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and (ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country.
<p>Add Clause 43.3</p>	<ul style="list-style-type: none"> (a) The client shall reimburse Service Tax payable in India as per Applicable Law. The consultant shall register itself for service tax with appropriate authority in India & shall provide the registration Number to the client. b) Tax will be deducted at source as per the prevailing Income Tax Rules.
<p>44.1</p>	<p>The currency of payment shall be the following:</p> <p>Indian Rupees</p>

45.1(a)	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>The advance payment shall be 10% (ten percent) of the Final accepted Contract Amount. against equitable advance bank payment guarantee</p> <p>(1). The advance payment will be set off by the Client in equal 06 (six) portions against the payment made to the Consultant.</p> <p>(2) The advance bank payment guarantee shall be in the amount [insert the amount] and in the Indian Rupees of the advance payment.</p> <p>(3) The bank guarantee will be released when the advance payment has been fully set off.</p>
45.1(b)	<p>The Consultant shall submit to the Client itemized statements at time intervals of Every month. The time sheets supported by Progress Reports and deliverables.</p>
45.1(e)	<p>The accounts are:</p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
46.1	<p>The interest rate is: London Inter-Bank Offered Rate [LIBOR] plus 2% for foreign currency and 6% for local currency.</p>
49.	<p>[Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in</p>

	<p>dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>Registrar, The Indian Council of Arbitration, New Delhi</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>Registrar, The Indian Council of Arbitration, New Delhi</i>. to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute..</p>
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant’s home country [<i>Note: If the Consultant consists of more than one entity, add: or of the home country of any of their members or Parties</i>] or of the Government’s country. For the purposes of this Clause, “home country” means any of:</p> <p>(a) the country of incorporation of the Consultant [<i>Note: If the Consultant consists of more than one entity, add: or of any of their members or Parties</i>]; or</p>

	<ul style="list-style-type: none"> (b) the country in which the Consultant’s [or any of their members’ or Parties’] principal place of business is located; or (c) the country of nationality of a majority of the Consultant’s [or of any members’ or Parties’] shareholders; or (d) the country of nationality of the Sub-consultants concerned, where the dispute involves a subcontract.
	<p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (a) proceedings shall, unless otherwise agreed by the Parties, be held in <i>[select a country which is neither the Client’s country nor the Consultant’s country]</i>; (b) the <i>English</i> language shall be the official language for all purposes; and (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
<p>INSERT CLAUSE 50</p>	<p>Performance Security</p> <ul style="list-style-type: none"> (a) The Successful Consultant, for due and faithful performance of its obligations under the Contract Agreement, shall be required to provide a performance Security @ [[insert percentage]]% of the accepted Contract amount within 28 (twenty eight) days to the Client through Bank Guarantee acceptable to the Client, of receipt of the Letter of Award from the Authority. (b) The Performance Security shall be issued by an Commercial Scheduled Bank and from within a the jurisdiction of the Country). The Performance Security shall be valid until a date 60 days beyond the date of completion of all contractual obligations of the Consultant. (c) The Client shall not make a claim under the Performance Security, except for amounts to which the Client is entitled under the Contract

	<p>in the event of:</p> <ul style="list-style-type: none"> (i) failure by the Consultant to extend the validity of the Performance Security on extension of time of the contract, in which event the Client may claim the full amount of the Performance Security, (ii) failure by the Consultant to pay the Client an amount due, as either agreed (iii) Claims, Disputes and Arbitration, within 42 days after this agreement or determination, (iv) Circumstances which entitle the Employer to termination under Sub- Clause 19(a) [Termination by the Client], irrespective of whether notice of. <p>(d) On Completion of the Contractual obligation by the Consultant, The performance security shall be returned to the Consultant within 21 days by the Client.</p>
<p>INSERT CLAUSE 51</p>	<p>Failure to Perform the Contractual Obligations</p> <ul style="list-style-type: none"> (i) In the event of total default / failure of the PMC in execution of the services, the SPV reserves the right to get the work executed by any other consultancy firm at the risk and cost of the defaulting consultancy firm. Decision of employer is final & binding on the consultancy firm. (ii) In this case liquidated damages @ _____ of the fee _____ cost of balance work per week of delay subject to maximum of _____ shall be levied by the SPV. <p>For Variations in the Estimation Cost</p> <ul style="list-style-type: none"> (iii) The SPV will be responsible for monitoring the PMCs performance and initiate action / liquidated Damages for non-compliance with the ToR, wrong/incomplete specification in the bid documents, improper estimate, improper / poor progress monitoring, not informing in advance about necessary actions to be taken by the Implementing partner/Agency(ies) etc. (iv) If the rates quoted by the implementing agency for the module is more than the [[insert percentage of estimated amount] of the

	<p>estimated amount of the Module and bids have been floated within 6 months of the approval of the DRR/PDR/FSR then the SPV shall impose the Liquidated Damages/ Penalty as per the following provisions:</p> <p>(i) If the quoted contract amount by the implementing agency is more than [insert percentage] % of the estimated contract amount of the module, then for every increase in percentage of the quoted contract amount by the implementing agency, the SPV shall impose liquidated damages on the consultant @ [insert percentage]% for every [insert percentage]% variation in quoted contract amount by the implementing agency subject to a maximum of 10%.</p>
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

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

APPENDIX B - KEY EXPERTS

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

[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time to/ from the Client’s country; entitlement, if any, to leave pay; public holidays in the Client’s country that may affect Consultant’s work; etc. Make sure there is consistency with Form TECH-6. In particular: one month equals 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.]

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

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

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

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

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

(Expressed in [insert name of currency])*

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

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

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

2. *All reimbursable expenses 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 41.2.1 and SCC 41.2.1]

{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: _____ *[insert 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]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a 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:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

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]*.

¹ 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]__,² 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 assist in preparing this form and shall be deleted from the final product.}

² 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.”
