

# **REQUEST FOR PROPOSALS**

**RFP No.: 1 of 2016-17 (International Competitive Bidding)**

## **Project Management Consultant for Udaipur Smart City Project**

**Client: Udaipur Smart City Ltd./RUDSICO**

**Country: INDIA**

**Issued on: 05.04.2016**

## **Preface**

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

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## PART I

### Section 1. Request for Proposal

**RFP No: SCP/PMC/02/2016**

1. The Client invites proposals to provide the following consulting services (hereinafter called “Services”): Project Management Consultant for Udaipur Smart City Project, which was submitted to Ministry of Urban Development and Ranked on 16<sup>th</sup> Position amongst the first 20 cities shortlisted in first Round of Evaluation by Ministry of Urban Development. More details on the Services are provided in the Terms of Reference (Section 7).

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

3. The RFP includes the following documents:

Section 1 - Request for Proposal

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

Section 3 - Technical Proposal: FTP - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5- Eligible Countries

Section 6 - Corrupt and Fraudulent Practices

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract: Time-Based

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

Yours sincerely,

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

**Executive Director**

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## Section 2. Instructions to Consultants and Data Sheet

### A. General Provisions

#### 1. Definitions

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

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



## 2. Introduction

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

**2.2** The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

**2.3** The Consultants should familiarize themselves with the local conditions and take them into account in preparing 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.

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

## 3. Conflict of Interest

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

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

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

### a. Conflicting activities

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

or directly related to those goods, works, or

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

**b. Conflicting assignments**

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

**c. Conflicting relationships**

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower or the Client or of the executing agency or of a recipient of a part of the Bank's financing who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

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

**4. Unfair Competitive Advantage**

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

**5. Corrupt and Fraudulent Practices**

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

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

## **6. Eligibility**

- 6.1 The client permits consultants (individuals and firms, including Joint Ventures and their individual members) from the eligible countries as stated in Section 5 to offer consulting services for this project
- 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Contract.
- 6.3 Government-owned enterprises or institutions shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client.
- 6.4 Government officials and civil servants may only be hired under consulting contracts, either as individuals or as members of a team of a consulting firm, if they (i) are on leave of absence without pay; (ii) are not being hired by the agency they were working for immediately before going on leave; and (iii) their employment would not create a conflict of interest).
- 6.5 Firms and Individuals debarred by multilateral agencies will not be eligible to submit the bid.

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## B. Preparation of Proposals

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

**11. Only One Proposal**

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

**12. Proposal Validity**

12.1 The **Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

**a. Extension of Validity Period**

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

**b. Substitution of Key Experts at Validity Extension**

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a

written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

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

**c. Sub-Contracting**

12.9 The Consultant shall not subcontract the whole of the Services unless otherwise indicated in the **Data Sheet**.

**13. Clarification and Amendment of RFP**

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 Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

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

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

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

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**14. Preparation of Proposals – Specific Considerations**

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) and the Client's estimated total cost of the assignment. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.2 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.3 Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**,

**15. Technical Proposal Format and Content**

15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.



## **16. Financial Proposal**

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) other expenses (as detailed out in **Data Sheet**)

**a. Price Adjustment** 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

**b. Taxes** 16.3 The consultant and its sub consultants will be responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Client's country is provided in the **Data Sheet**.

**c. Currency of Proposal** 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.

**d. Currency of Payment** 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

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

### **17. Submission, Sealing, and Marking of Proposals**

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the Data Sheet, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be

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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.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "**Implementation of Udaipur Smart City Proposal Components in Udaipur City, PMC 01**", name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL ..... 2016 ..... HOURS**".

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE ..... 2016 15:00HOURS**".

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. For QCBS, if the Technical and Financial Proposals are not submitted in separate sealed envelopes as required, the Client shall reject the Proposal

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

## **18. Confidentiality**

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

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

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

## **19. Opening of Technical Proposals**

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

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

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

## **20. Proposals Evaluation**

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

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

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

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

21.1 The 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 Summary and Personnel Evaluation Sheet attached to the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

## **22. Financial Proposals for QBS**

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

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

successfully concluded and the Contract is signed.

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

**23.1** After the technical evaluation is completed, the Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The 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.

**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.

**24. Correction of Errors**

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

**a. Time-Based Contracts**

**24.1.1** If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail.

In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

**b. Lump-Sum Contracts**

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

**25. Taxes**

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

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

**26. Conversion to Single Currency**

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

**27. Combined Quality and Cost Evaluation**

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

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

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

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

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

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

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

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

## **D. Negotiations and Award**

### **28. Negotiations**

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

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

**a. Availability of Key Experts**

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

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

**b. Technical negotiations**

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the 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**

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.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

**29. Conclusion of Negotiations**

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

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

**30. Award of Contract**

30.1 After completing the negotiations the Client shall obtain the 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 Consultants.

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



## E. Data Sheet

<b>A. General</b>	
<b>ITC Clause Reference</b>	<b>Details</b>
<b>1 (b) (Definition)</b>	Republic of India
<b>1(k)</b>	International experts mean experts having experience working in required role outside client's country  National experts mean experts who are citizens of the Client's country.
<b>2.1</b>	<b>Name of the Client: Udaipur Smart City Ltd./RUDSICO</b>  <b>Method of selection: QCBS 80:20</b>
<b>2.2</b>	<b>Financial Proposal to be submitted together with Technical Proposal:</b> Yes  <b>The name of the assignment is:</b> Project Management Consultant for Udaipur Smart City Project  <b>Contract Package No.</b> SCP/PMC/01/2016
<b>2.3</b>	<b>A pre-proposal conference will be held: Yes</b> <b>Date of pre-proposal conference: 20 April, 2016</b> <b>Time: 15:00 Hrs.</b> <b>Address: Conference Hall, Directorate of Local Bodies, G-3, Rajmahal Residency Area, Near Civil Lines Railway Crossing, Udaipur (Rajasthan)</b>

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

<b>10.2</b>	<p><b>Statement of Undertaking is required</b></p> <p>Yes</p>
<b>11.1</b>	<p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>No</p>
<b>12.1</b>	<p>Proposals must remain valid for 120 calendar days after the proposal submission deadline (i.e., until: 23 August, 2016).</p>
<b>12.9</b>	<p>Outsourcing of the whole Services is not allowed</p>
<b>13.1</b>	<p><b>Online Clarifications may be requested up to 24 April, 2016.</b></p> <p>The contact information for requesting clarifications is:  Sh. Anil Singhal, G.M. (Engineering),  RUDSICO  <b>E-mail: <a href="mailto:rudsico@gmail.com">rudsico@gmail.com</a></b></p>
<b>14.1.1 for time-based contracts only</b>	<p><b>Estimated time-input of national Key Professionals' is:</b> 381 person-months</p> <p><b>Estimated time-input of Other Professionals' is:</b> 550 person-months</p> <p><b>Estimated time-input of Support Staff is:</b> 576 person-months</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the Client will adjust the proposal price in line with Standard Procurement Guidelines</p> <hr/> <p>Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p>

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

16.2	<p><b>A price adjustment provision applies to remuneration rates:</b></p> <p>Yes</p>
16.3	<p><b>Information on the Consultant's tax obligations in the Client's country can be found in <a href="http://www.incometaxindia.gov.in">www.incometaxindia.gov.in</a></b></p> <p>i. Service taxes at applicable rates shall be levied by the Consultant and the same will be paid by the EA.</p> <p>ii. Value Added Tax (VAT) at applicable rates shall be levied by the Consultant and the same will be paid by the EA.</p> <p>iii. The EA shall levy Tax Deduction at Source at applicable rates. Tax Deduction at Source certificates will be issued accordingly by the EA.</p>
16.4	<p><b>The Financial Proposal shall be stated in the following currencies: INR</b></p>
<p><b>G. Submission, Opening and Evaluation</b></p>	
17.	<p><b>A. The Consultants shall submit their Technical and Financial Proposals electronically only.</b></p> <p><b>Important Dates are as below:</b></p> <ol style="list-style-type: none"> <li>1. <b>Bid uploading Date: 05 April, 2016 (18:00 hours)</b></li> <li>2. <b>Bid submission starting Date: 24 April 2016(15.00 hours)</b></li> <li>3. <b>Bid submission last Date: 23 May, 2016 (15.00 hours)</b></li> </ol> <p><b>B. The Consultants are required to submit copies of (a) original BG for EMD (b) Bid document fee (c)processing fee(d) Power of Attorney in original latest by 26<sup>th</sup> May, 2016 (15:00 hrs), as per the details given below:</b></p> <p><b>(a) The original BG for EMD of INR: 20 lacs</b></p> <p><b>(b) Bid Document Fee</b> of Rs. 20,000.00 (Twenty Thousand Only) towards Tender Document Fee in the form of banker's cheque/ demand Draft of Scheduled Bank drawn in favor of <b>Executive Director</b>, Rajasthan Urban Drinking Water Sewerage and Infrastructure Corporation Limited (RUDSICO) and payable at <b>Udaipur</b>. The Bid Document Fee is Non-Refundable.</p> <p><b>(c) Bid Processing Fee</b> of Rs. 1000/- per bid shall be paid in the form of banker's cheque/ DD of Scheduled Bank drawn in favour of 'Managing Director, RISL', payable at Udaipur. The Bid Processing Fee is Non-Refundable.</p> <p><b>(d) Power of Attorney-</b> Authorized Power of Attorney to sign on behalf of JV partners.</p>

<b>19.1</b>	<p><b>An online option of the opening of the Technical Proposals is offered:</b></p> <p>Yes</p> <p><b>The opening shall take place at: RUDSICO</b></p> <p><b>Date: 26 May, 2016</b></p> <p><b>Time:17.00 hours Indian Standard Time (IST)</b></p>
<b>21.1</b>	<b>Minimum technical score: 70%</b>
<b>23.1</b>	<p><b>An online option of the opening of the Financial Proposals is offered:</b></p> <p>Yes</p> <p>The Client will read aloud only overall technical scores.</p>
<b>25.2</b>	<p>For the purpose of the evaluation, the Client will exclude: Competitive and Non competitive components as mentioned in FIN 2 Summary of Cost except Service tax. The consultant is therefore advised to include all taxes except service tax in their price bid.</p>
<b>26.1</b>	<b>The single currency for the conversion of all prices expressed in various currencies into a single one is INR</b>

<p><b>27.1</b> [a. QCBS only]</p>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 1000.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p>Sf = 1000 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest ETP[Evaluated Total Price (ETP) which is equal to the Adjusted Total Price (ATP) less Non-competitive Component, i.e., provisional sums and contingency], and “F” is the ETP of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b>  <b>T = 80, and</b>  <b>P = 20</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: <math>S = St \times T\% + Sf \times P\%</math>.</p>
	<p><b>D. Negotiations and Award</b></p>
<p><b>28.1</b></p>	<p><b>Expected date and address for contract negotiations:</b>  <b>Date: 15 June, 2016</b></p> <p><b>Address: RUDSICO</b></p>
<p><b>30.2</b></p>	<p><b>Expected date for the commencement of the Services:</b>  <b>Date: 1<sup>st</sup> July, 2016</b></p>





17.	ICT Procurement expert	20	0	0	0	0	0	0	0	0	0	0
18.	Project Performance and Management Specialist (PPMS)	20	0	0	0	0	0	0	0	0	0	0
19.	SWM Expert	20	0	0	0	0	0	0	0	0	0	0
20.	Water Supply Expert	20	0	0	0	0	0	0	0	0	0	0



**Support Staff**

Sr No	Position	Nos. X months	Person Months
<b>Support Personnel (CVs shall not be evaluated during technical evaluation)</b>			
The CVs of these professional shall not be evaluated at the technical proposal level and need not to submit the CV at the time of mobilization of these professionals. The Consulting firm should evaluate the CVs of these personnel at their level			
1	Other Support Staff	4 X 48	192
2	Auto Cad Operators	2 X 48	96
3	Surveyor/ Draftsman	2 X 48	96
4	Office Manager	1 X 48	48
5	Data Entry cum Computer Operators	2 X 48	96
6	Accounts Manager	1 X 48	48

## F. Disqualification of an Expert

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

## Section 3. Technical Proposal – Standard Forms

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

### CHECKLIST OF REQUIRED FORMS

Required for FTP, STP or BTP, (√)			FORM	DESCRIPTION	Page Limit		
FTP	STP	BTP					
√	√	√	TECH-1	Technical Proposal Submission Form.	2		
√	√	√	TECH-1 Attachment	Proof of legal status and eligibility	2		
“√” If applicable			TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	2		
“√” If applicable			Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	2		
FTP	STP	BTP			FTP	STP	BTP
√			TECH-2	Consultant’s Organization and Experience.			
√			TECH-2A	A. Consultant’s Organization	5	n/a	n/a
√			TECH-2B	B. Consultant’s Experience	15	n/a	n/a
√			TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	<b>[See footnote ]<sup>3</sup></b>		
√			TECH-3A	A. On the Terms of Reference	3	n/a	n/a
√			TECH-3B	B. On the Counterpart Staff and Facilities	2	n/a	n/a
√	√		TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	10	n/a	n/a
√	√	√	TECH-5	Work Schedule and Planning for Deliverables	n/a	n/a	n/a
√	√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	5	5	5

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

**FORM TECH-1**

**TECHNICAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To:

Dear Sirs:

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

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

OR

If the 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 country of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6.
- (e) Neither we nor our JV/associate partners/ sub-consultants or any of the proposed experts prepared the TOR for this consulting assignment.
- (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (h) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

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

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

We remain,

Yours sincerely,

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

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

Name of Consultant (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}



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**FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)****CONSULTANT'S ORGANIZATION AND EXPERIENCE**

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

**B - Consultant's Experience**

- i. List only 10 similar assignments in the 10year period prior to the date of proposal submission which demonstrates the scope relevant to the project components.
- ii. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the 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.

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

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

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**FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)****COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

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

**A - On the Terms of Reference**

{Improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

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

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**FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)****DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN  
RESPONDING TO THE TERMS OF REFERENCE**

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

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

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

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

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

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

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

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

{Suggested structure of your Technical Proposal}

**a) *Technical Approach, Methodology, and Organization of the Consultant's team***

{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}

**b) *Work Plan and Staffing***

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

**c) *Comments (on the TOR and on counterpart staff and facilities)***

{Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}

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

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

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

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such 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.







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

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

Name of Assignment/job or  
project: Year:  
Location:  
Employer:  
Main project features:  
Positions held:  
Activities performed:

14. Certification:

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

Date:  
Place:

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

[Full name of authorized representative]:

**FORM TECH-7****STAFFING SCHEDULE**

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

1.

2.

3.

Note:

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

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

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

1.

2.

3.

4.

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

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

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

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

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

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

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

{Location, Date}

To:

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Dear Sirs:

We, the undersigned, offer to provide the consulting services for Project Management Consultant for Udaipur Smart City Project in accordance with your Request for Proposal dated .....and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, *excluding of all indirect local taxes in accordance with Clause 25.2 in the Data Sheet*. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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

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

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

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

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

We remain,

Yours

sincerely,

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

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

In the capacity of: \_\_\_\_\_

Address \_\_\_\_\_

E-mail:

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

**FORM FIN-2****SUMMARY OF COSTS**

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

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

Authorized Signature

Name: .....

Designation .....

Name of firm:

Address:

<sup>1</sup>The Evaluation of Proposal shall be done on Competitive Components only

**FORM FIN-3**

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

(for details please refer to Note below)

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

\*1 Key Professionals are to be indicated by name

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

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

(Amount in Words) :

**Note:**

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



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

No.	Description	Unit	Quantity	Unit Price In Rupees	Total Amount in Rupees
1.	Per diem allowance, including hotel allowance, for experts for every day of absence from the home office for the purposes of the Services	Per day	250 days		
2.	Cost of office operation, including overheads	Per Month	48		
3.	Local Transport	Vehicle Month	48*2		
4.	Communication Costs to all personnel and office	Per Month	48		
5.	Cost of Reports Production (including printing) and delivering to the Client	Per Month	48		
<b>Sub Total: Reimbursable Expenses carried to FIN 2</b>					

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

Amount in words:

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

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

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

3 **Form FIN-3** Remuneration

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

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

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

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

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

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

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

(i) Per Diem allowance

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

(ii) Office Operations

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

(iii) Local Transport

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

(iv) Communication Costs

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

(v) Report Production

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

## 5. Provisional Sums and Contingencies

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

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

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

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

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

### 2. Equipment and software's

All  
nece

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ssary office equipment and furniture like computer hardware, printers, softwares,

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

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

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

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

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

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

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

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

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

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

## **Section 5. Eligible Countries**

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

**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

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## Section 6. Corrupt and Fraudulent Practices

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

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

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

## Section 7. Terms of Reference

### Terms of Reference for

#### “PROJECT MANAGEMENT CONSULTANT”

##### 1. BRIEF DESCRIPTION OF TASK

This Terms of Reference is for providing consulting services to assist the Municipal Corporation Udaipur to implement the Smart City Project. This work will be carried out by a Project Management Consulting firm, henceforth referred to as ‘Project Management Consultant (PMC)’ on behalf of the Municipal Corporation.

##### 2. BACKGROUND

The Smart Cities Mission of the Government is a bold, new initiative. The objective of the Smart Cities Mission is to develop cities with core infrastructure and decent quality of life for its citizens, a clean and sustainable environment and application of ‘Smart’ Solutions. The focus of the Mission is on sustainable and inclusive development. It is meant to set examples that can be replicated both within and outside the Smart City, catalysing the creation of similar Smart Cities in various regions and parts of the country.

The purpose of the Smart Cities Mission is to drive economic growth and improve the quality of life of people by enabling local area development and harnessing smart technologies that leads to Smart outcomes. **Area-based development** will transform existing areas (retrofit and redevelop), including slums, into better planned ones, thereby improving livability of the whole City. New areas (**greenfield**) will be developed around cities in order to accommodate the expanding population in urban areas. Application of **Smart Solutions** will enable cities to use technology, information and data to improve infrastructure and services. This sort of a comprehensive development is expected to improve the quality of life, create employment and enhance incomes for all, especially the poor and the disadvantaged, leading to inclusive Cities.

Each aspiring city had to compete for selection as a Smart City in what is called a ‘City Challenge’.



The two stage selection process involved intra state competition in which the State/UT shortlisted the potential Smart Cities on the basis of conditions precedent and scoring criteria and in accordance with the total number allocated to it and then each of the potential 100 Smart Cities prepared their proposals for participation in the ‘City Challenge’ at the MoUD level. Government of India has now announced the list of 20 cities selected to be taken up for development as smart cities in Round 1 of the Smart City Programme out of the 97 competing cities. **On the basis of the scoring done by the panel of experts, the top 20 cities have been selected for funding in the current financial year (2015-16). Udaipur stands sixteenth in the ranking with 57.91% score.**

To move towards a more livable city, Udaipur will focus on creating a model of sustainable urbanization based on New Urbanism principles that have the transformative potential to provide citizens with prosperity, safety, and equity. The focus is on transitioning from conventional urban spatial planning to prioritization of solutions based on the “three-legged” approach adopted from the New Urban Agenda of Habitat III- legal systems, urban planning, and local fiscal systems.

Projects with an investment of Rs.1526 Cr are proposed in Udaipur smart city plan. It includes Rs.1104 Cr worth of projects for area based development and Rs.422 Cr worth of projects for Pan City Solution. The brief details of the Smart City proposal of Udaipur are provided in Annexure A. It is clarified that the details are indicative and may undergo revisions once the detailed studies are taken up by the selected consultant.

### 3. OBJECTIVES:

The objective of the assignment is to provide direct assistance to Municipal Corporation to ensure the effective coordination and implementation of the Smart City project. The PMC shall be responsible for effectively leading and taking initiative to plan, manage, design, execute and implement the project including carrying all necessary surveys and design the subproject plus ensuring proper construction supervision. The duration of the assignment will be 60 months. The broad strategy is based on the following pillars :

- Modernising the civic amenities while preserving and strengthening the traditional heritage of the city to maintain its appeal for national and international tourists (targetted increase in tourist influx by 15-20%)
- Undertake measures for Liveability and sustainability improvement through the upgradation of existing infrastructure with outcome based service delivery
- Mobility improvement with 30% reduction in carbon footprint

- Improved public service delivery, transparency and efficiency in urban governance, and establishing a system of regular feedback loop from the citizens / beneficiaries
- Conservation of city's identity particularly natural features, lakes, unique built heritage of walled city and cultural identity of Mewar
- Sustainable urban form : compact, dense, mixed-use development pattern whereby solutions to most daily needs are within 10 minutes of travel, which would also promote social interaction and harmony
- City-wide improvement efforts :
  - introduction of well organised bus-based public transport system for whole city with last mile connectivity through intermediate public transport,
  - efficient operational control of utilities through application of ICT like SCADA, GIS, Smart Grid and smart metering
  - end to end solid waste management from collection to waste processing and recycling

#### 4. PROJECT OUTPUT

Output 1: Area Based Development: Udaipur's proposal envisions to retrofit ~828 acre (3.4 sq km) walled city area which is the city core, comprising ~5 per cent of municipal area and housing ~20 per cent population of the city. The urban renewal of walled city Udaipur will comprise, inter alia, the following:

- 24x7 water supply with steep NRW reduction, waste water recycling and reuse by industry on PPP and rainwater harvesting to recharge 10 Baoris
- Underground ducts for power and telecom cabling
- Conservation of Buildings and Cobbled Stone Heritage Walks, place-making; Rejuvenation of public spaces (Pols, refer fig.1, Ghats & Waterfront including Board-Walk, refer fig.2)
- 15% solar generation through individual rooftops and offsite on PPP
- Comfortable non-polluting internal transport solutions through GPS enabled CNG/ battery based IPT
- Public wifi hotspots to universalize internet access

Output 2: PAN City Development: Udaipur's state-of-the-art City Command and Control Centre is at the core of its pan-city proposal. This center will provide digital platform for integrating multiple city sub-systems of Traffic Management, Parking, Bus/Para-Transit Operations, Common Fare Card, Emergency Response and City Incident Management along with seamless integration of various utility operations requirements. This 24X7 center will deliver-

- Evidence based decision making and responsive operational control for real-time incident management
- ITMS; onboard ITS enabled City Bus Service and GPS enablement of IPTs, Dynamic parking information system, surveillance system
- Inter-agency and inter-sectoral collaboration
- Service delivery improvements (water and power)

## **II. SCOPE OF SERVICES**

### **A. Overview**

The PDF consultant will support SPV Smart City, Udaipur to achieve both output 1 and 2 i.e. area based development and pan city solutions. In smart city challenge proposal Udaipur has proposed a slew of projects under 9 different modules. PDF Consultant has to detail out these different projects under 9 modules by re-verifying their feasibility, providing required design /specification, preparing DPR/ Bid documents and help SPV in procuring implementation agencies.

The scope of PMC Consultant under the Smart City mission is facilitation and development of the project. PMC Consultant will identify the exact scope of all projects in consultation with stakeholders, and prioritize projects and the phasing of implementation based on the ground situation.

The proposed initiatives in smart city proposal for area based intervention and pan city development are clubbed in the following nine modules. The key components and outcomes of each module as envisaged in the selected Smart City Proposal of Udaipur are briefly highlighted in the following sections. Detailed studies will need to be undertaken to flesh out these concepts into implementable DPRs, starting with the preparation of a comprehensive base map and layout plan at about 1:5000 / 1:1000 scale for the walled city area (Area based development). The layout plan should try to adapt and integrate the proposals with the Master Plan and other development control regulations of the city. The city is also open to innovative ideas that could be included in this proposal.

### **Module 1 – Physical Infrastructure**

The following measures for Liveability and sustainability improvement would be undertaken through the upgradation of existing infrastructure with outcome based service delivery. Individual projects are required to be taken up after detailed study of lane-wise implementation along with proposed impact on traffic.

## Water Supply :

Udaipur aims to undertake three basic improvements to improve the reliability and quality of water supply in the walled city area aligned to GoI benchmarks: (i) enhancing the per capita water supply from 115lpcd to 135 lpcd, (ii) improving the frequency of water supply from once in 48 hours to once in 24 hours and gradually migrating to 24x7 system and (iii) reducing Non Revenue Water from 42 % to 20%.

Scope: The major components include the following with a total estimated cost of Rs 58 Crores:

- Creation of appropriate DMAs (District metering areas)
- New Intake at Doodh Talai
- Increase capacity of existing WTP at Doodh Talai from 3 MLD to 10 MLD
- Renovation of existing pump house at Doodh Talai with heritage look
- Construction of new CWR at Doodh Talai for 13.64 MLD capacity
- Replacement of pumps at Doodh Talai
- Proposed new Over Head reservoirs 5 nos
- Proposed GLSRs 6 No
- New rising main from Doodh Talai to CWRs
- Distribution network pipeline replacement (60 Km)
- Leak detection equipment
- Water quality monitoring lab
- Ultrasonic bulk flow meters
- Replacement of valves

## Sewerage:

Scope: Most of the sewerage network in walled city has outlived its life and become dysfunctional, causing pollution in the lakes. The entire sewerage network in this area, except for 13km, will need to be re-laid. The components of the new sewerage system include the following with a total estimated cost of about Rs 139.35 Crores :

- New sewerage network a total length of 72 km
- 100% House service connections
- Sewage pumping stations with SCADA
- Installation of manhole leakage detection sensors
- Pumping main from Ambapol side to Chandpol side

- Dismantling of existing underwater sewerage system in Pichola lake
- Sewage Treatment Plant of capacity 12 MLD

### Storm Water Drainage

Scope: Construction of new rectangular drains and repair of existing rectangular drains in walled city for a total length of about 44km, at an estimated cost of Rs 10 Crores

### Solid waste Management

Scope: The scope includes door to door Primary collection system in walled city area, installation of bins and garbage vats, recycling of waste and its transportation to a transfer station, at an estimated cost of Rs 6 Crores.

This would be integrated with the comprehensive Solid Waste Management for the entire city to be taken up under the Swachh Bharat Mission.

### Electrical :

The power supply situation in Udaipur is quite good with T&D Losses and AT&C Losses, both being below 10% at present. The target is to reduce them by 1.56% in the first year, and determine further targets subsequently.

Scope: Conversion of existing overhead cables to underground cables is proposed for a length of about 85 km in walled city area. The proposals include replacements / laying and installation of the following items with an estimated cost of Rs 129 Crores.

- 33 KV line
- 11 KV line with transformers, RMUs, etc
- LT Line (cable replacement length)
- Underground cable for street lights
- Gas Insulated Substation of 132/33 KV along with 33/11 KV substation at Bailghar
- Power supply line for Hospital sub station

### Utility Duct :

Scope : To accommodate the underground electrical and telecommunication network, a utility duct is proposed along the entire road length (85 Km) with an average cross section of 0.6m (depth) x 1.2 m (width). The utility duct is proposed to be covered with openable ferro cement cover suitable for class AA loading along its entire length. The total cost is estimated as Rs 85 crores.

## Road Restoration :

Scope: Since all utilities would be shifted underground, roads for a length of about 81 km will be re-laid with pavement quality concrete (PQC). About 4km will be surfaced with cobbled stones in the designated heritage walk routes.

Along the entire length, a section of about 1 width will however be surfaced with paver blocks to enable repair and maintenance of water supply and city gas pipelines running underneath.

The total estimated cost is (excluding heritage walk of 4km) is about Rs 53 crores.

## City Gas Distribution

Scope : The city of Udaipur proposes to have a City gas distribution system, comprising a CNG substation and distribution network. This is proposed to be implemented by a City Gas Distribution Agency to be selected by a regulator like the PNGRB under a convergence principle with the Smart City initiative. About 20% of the network is assumed to be laid in the Walled city area, the cost for which is estimated at about Rs 90 crores.

## **Module 2 – Urban Mobility**

A comprehensive urban mobility improvement plan is envisaged in Udaipur comprising micro—level interventions in the walled city area (as part of Area based development) as well urban transport solutions for the entire city under the pan city component. It includes enhancing the share of public transport usage from current levels of 3% to 10% with the introduction of about 100 buses, which may rise up to 32% by 2041 with the increase in fleet size as suggested in the city's Low Carbon Mobility Plan.

Scope: This module will comprise the following activities with a total estimated cost of about Rs 138 crores :

- Measures to improve traffic circulation
  - Decongestion and acquisition, if necessary, along major arterial routes
  - Reorganising road geometry and RoW along roads with larger footpaths, unobstructed pathways
  - Relocation of Mukherjee Nagar Mandi
  - Introducing restrictions on vehicular traffic in walled city in a phased manner.
  - Promotion of pedestrianisation, cycling (Public bicycle sharing) and operation of battery operated vehicles for local movement;

- Modernised Intermediate Public Transit (IPT) system that would cater to last mile connectivity needs through introduction of GPS enabled BS III/BS IV four wheelers that enable better control & monitoring and real time information dissemination
- Smart car parking outside walled city boundaries for the residents as well as the visitors,
  - Parking at Bird park entrance
  - Parking near Chand Pol
  - Parking near Tayabiyah school
  - Parking near Gulab Bagh
  - Any other location found feasible during the study
- The above measures would be integrated with the pan-city proposals for comprehensive improvement in public transport for the entire city, e.g.
  - procurement of GPS enabled semi-low floor buses as per UBS II,
  - retrofitting of autos with CNG kits,
  - development of bus stands and smart bus shelters relaying real time information on buses through GPS enabled devices.
  - Smart parking (described later)

### **Module 3 – Smart Utilities & ICT Applications**

In Udaipur Smart City agenda the application of ICT based smart solutions has been envisaged in the following areas : i) monitoring and operation of various utility services, ii) urban mobility and iii) e-governance (which is dealt separately in Module 9). These solutions would be implemented for the entire city under the pan city smart utility and IT solutions network.

Scope : The major components are elaborated below.

#### Smart Utilities :

- GIS based mapping and asset & consumer database creation
  - Field surveys of properties, Data Acquisition for Property records, preparing digital maps and records
  - Detailed data Acquisition for utilities (under Area based Development)
  - Data Acquisition for utilities under Pan city.
  - Procurement of software and hardware alongwith 5 year AMC
- Design and Installation of SCADA in utility networks
  - water pumping stations, water treatment plants, pressure flow measurements, leakage sensors in the distribution systems,

- sewage and drainage pumping stations , manhole sensors
- power distribution, outage management system, advanced metering system
- Replacement of existing conventional consumers meters with Smart AMR meters for water (about 1.05 lakh nos) and electricity (single phase and 3-phase)
- Installation of about 500 wifi hotspots

The estimated cost of the above is about Rs 150.96 crores

- Central Command Centre : All ICT and e-Governance solutions will be undertaken in synchronisation with the initiatives of the Dept of ITC, GoR under its shared services framework for the whole state in convergence with Digital India. Back-end support from DITC, GoR will enable inter-operability and improved functionality. The major items of integration with State IT infrastructure include the following :
  - Data Center : All data will be hosted at Rajasthan State Data Centre (RSDC) - cloud based data housing. It will provide secured 24x7 electronic service delivery of G2G, G2C and G2B services.
  - Software Licences : Will be provided under various State Schemes viz. Rajdhara (GIS), Rajasthan Single Sign-on (SSO), etc
  - Connectivity of city data with RSDC : City is connected with RSWAN (Rajasthan State Wide Area Network)
  - Establishment of Network in the city (Access Points till last mile connectivity i.e. up to household smart meters) :Will be taken up under RSWAN (Rajasthan State Wide Area Network)
  - IT services : Raj Comp Info services Ltd. (GOR undertaking)
  - Digital lockers and other applications
- Smart Mobility (estimated cost of Rs 182.39 Cr) :
  - Smart Traffic Signalling systems, Pelican Signalling at major junctions & locations with heavy pedestrian load like hospitals, courts, etc. with the objective of making Udaipur as a NMT friendly and walkable city
  - Development of a Traffic Management Centre integrated with 24x7 surveillance system through cameras all across the city, integrated with Road Accident Analysis System, Incident Management System
  - GPS enablement of buses as per UBS II, and also of IPTs which would be integrated with Command & Control Centre and real time information dissemination to passengers through Passenger Information System
  - Smart Bus shelters with LED display (Passenger Information System)
  - Electronic Ticketing Machines and integrated Smart Card for both IPT and public transport along with GPR wallet to support other general transactions
  - Smart Parking Management System with parking sensors and VMS displays that relay



information on the availability of parking spaces at key locations, and also provide the information through mobile apps, smart metering for management of parking demand

## **Module 4 – Social Infrastructure**

While development of physical and IT infrastructure would comprise bulk of the Smart City interventions, several critical elements from the social development perspective have been given due thought in Udaipur's Smart City proposal. These ideas need to be fleshed out for taking them to implementation and to achieve the target of inclusive development. Convergence with other ongoing /new schemes and works, along with incorporation during design stage would be necessary.

Scope: The components identified include the following. Preliminary estimates suggest a modest expenditure of Rs 3 – 5 crores.

- Education and Skill Development
  - Smart classrooms : Incorporation of multimedia content in school curriculum, along with interactive knowledge testing applications for self-assessment.
  - Exploring innovative approaches like hole-in-the-wall to improve digital literacy. Internet enabled classrooms with pre-recorded data from world's top universities.
  - Community based platforms like Teach for Udaipur to leverage both local as well as tourist base for setting up volunteer based educational attainment improvement programmes.
  - Job Creation : It is estimated that 60,000 plus jobs could be created over the next decade from the tourism sector alone, which would be a huge growth driver for a city with only half a million population. A Research Centre is envisaged to be built to focus on creation of more jobs for the city, and undertake various skill development initiatives in partnership with the private sector.
  - Udaipur also intends to have an institute for innovation in Smart infrastructure for the city.
- Health : Improved basic services for the Urban Poor
  - Upgrading the infrastructure of existing centres.
  - Incorporation of tele-medicine facilities, along with
  - Water and Health ATMs in slums to provide potable water and dispense generic medicines through standard protocols especially during off-OPD hours.
- Universal access and pedestrian priority : Provision for differently-abled, children and the elderly
  - Planned development of unobstructed pathways, bus stops, public access areas etc with tactile paving, ramps.
  - Provision for special mobility measures along ghats and steps of public buildings.
  - Development of app that charts out information on differently abled friendly establishments, availability of wheelchairs, resting places, special toilets, audio guides and parking spaces.

- Design modifications to at least 5% vehicles to suit the needs of elderly and differently-abled (including pre and post-manufacture modifications e.g. low floor extension, pull-down steps for climbing etc.).
- Safety Net Infrastructure
  - Building 3 more Night shelters for the homeless along with putting up kiosks , information display through the VMS boards at various locations on the real time availability of spaces at each shelter.
  - Widening of such services to other necessities such as food and transportation.
  - Removal of encroachments and creating dedicated vending zones for authorized hawkers under the National Urban Livelihood Mission
  - Provision of Housing for EWS and LIG sections

## **Module 5 – Solar Energy**

Under its Smart City plan, Udaipur aims to reduce the dependency on grid based power by harnessing solar energy which is available in abundance in this region. About 15-20% of the demand for walled city (i.e. 15MW) is to be met through solar power generation. The total cost is estimated at Rs. 82.5 crores, and could be implemented with private sector participation.

### Scope :

- Preparation / validation of Solar Masterplan (on the lines of Solar City) and 100% rooftop solar coverage of all government, commercial and institutional buildings and energy certification of all buildings.
- Provision for incentivising installation of solar rooftops and gross/net metering based tariff schemes. Creating a regulatory framework for achieving the same and promoting concepts like Renewable Energy Supply Cos. (RESCOs).
- Identification of suitable land to be assigned by UMC or the district administration for setting up of an offsite solar farm (along with evacuation infrastructure to the nearest grid substation) to make up for shortfall, if any, in attaining the target of 15% of energy generation through solar and non-renewable energy sources.

## **Module 6 – Greening and Environment**

The residents of Udaipur are deeply concerned about Environment conservation and preservation of lakes and degrading environment. They want the city to become the favourite lakeside heritage destination for tourists from all over the world. A National Lake Conservation Plan is in its final stages of implementation, and further efforts are required to be undertaken on these foundations for sustainable tourism led economic growth of the city.

Scope: The following measures have been identified in the Smart City Proposal to address the issues

of environment, beginning with a small budget of about Rs 2.6 crores (excluding clean transportation and water and waste management measures that have been described earlier).

- Preparation / Updation of a comprehensive Environment Management Plan
- Lake Conservation – Real time water quality monitoring probes. Mechanized and natural solutions for maintaining the lake ecosystem and its cleaning. Assisting the statutory and executive authorities set up for lake conservation with data studies and conservation plans.
- Integration with the ongoing improvement of Ayad river
- Installation of Ambient Air quality Monitoring facilities
- Setting up rooftop gardens in walled city, vertical gardens at suitable locations, cross-utilisation of electric clamps for holding green pots and incorporating greenery in placemaking of squares, plazas and ghats.
- Orchid Garden – Setting up a world-class orchid garden at Gulab Bagh.
- Existing parks within the areas connected to walking routes and networked to each other
- Energy and water audit of walled city area

## **Module 7 – Heritage Conservation & Place-making & Cultural Identity**

Udaipur has strong historic built fabric along the Pichhola lake, mainly visible within the walled city, which is also its most visited part. The aim is to build upon the city's centuries old history by proposing a conservation area in the walled city to ensure any development is undertaken in a sensitive manner, and to use the built environment to promote the city and its identity.

### Scope:

Improvement of through landscaping of the artistic signages, renovation of the ghats and waterfront, public conveniences and resting places, etc. The estimated cost of this initiative is of the order of Rs 47 Crores.

- Heritage and façade conservation of buildings of walled city area : Validation of existing DPR and preparation of regulatory framework for heritage conservation in the area.
- Placemaking of various squares and plazas in the area (numbering around 20) : Comprehensive study for Improvement of the public spaces and tourist spots within the old city by reorganizing the areas around historic city gates or 'pols', temples, chowks and open spaces that have become encroached by parking, utilities, street vendors, etc. through various urban design, landscaping and traffic circulation treatments. Design of Heritage Walks for tourists would be part of these efforts.
- Lake Front Development : Creation of a connected public promenade through a floating boardwalks along Pichhola lake connecting major ghats to allow visitors to experience the water edge. Components include street furniture, shaded promenade zones, viewing decks,

street vending zones, jetties, lighting and vigilance for safer public realm

- Conservation of bazaars through façade improvements, public places, parking, etc. for Bada Bazaar, Jagdish Chowk to Ghantaghar, Moti Chouhatta Bazaar, Jagdish Chowk to Gangaur Ghat, Jagdish Chowk to City Palace Bazaar
- Promotion of Art and Cultural heritage of Mewar : Creating and marketing a programme for promotion of traditional art and culture of Mewar through institutes like Shilpgram, Kalamandal and other such institutions.
- Preparing the bid for Udaipur for inclusion in creative cities network.

## **Module 8 – Regulatory Infrastructure and Scholastics**

An enabling institutional framework is being established in accordance with the Smart City Guidelines through the setting up of a SPV that will implement the project on a mission mode. To start with the SPV is a fully government entity, jointly promoted by the Government of Rajasthan and the Udaipur Municipal Corporation.

### Scope :

- Facilitation of SPV – General assistance of SPV in preparing its business plan, annual budgeting and financial planning, evolution of systems and processes that allow it to function like a nimble corporate entity guided by the principles of efficiency, accountability and fast decision making, meeting statutory and regulatory compliances, HR policy, procurement of personnel, meeting notes, RTI information, compliance notes, procurement of funds, keeping of accounts, preparation of score cards & reports for GoR, GoI and other information of such nature.
- Regulatory framework – Working in close coordination with UMC and its various sections to improve the work management processes, build on regulatory framework and evolve innovative ways of revenue enhancement, drawing up a citizens charter.
- Similarly evolving systems and processes for working in close coordination with the District Administration, UIT, PHED, AVVNL, Police, RTO, Information Technology Department and such other Government departments, parastatal bodies and institutions for implementation of various initiatives and schemes on a convergence framework
- Disaster-management – Preparing a comprehensive disaster management plan for the city. Building an online spreadsheet or app to pool the availability of supplies, ration and room available in various public and private establishments, which info can be updated and accessed by citizens on real time basis. Building a robust fire and other emergency response services and procuring various machines towards this end.

## **Module 9 - Communication and Citizen Engagement**

Udaipur intends to create a powerful medium for communicating and engaging with the residents on a

regular basis, from the perspective of efficient governance, citizens facilitation as well for securing their pro-active participation in various affairs of the city.

Scope:

- a) Creating a citywide property database in GIS platform as described earlier
- b) Improving functionality of the UMC and UIT websites. Interactive apps and platforms to enable 2-way communication like grievance redressal, internet & mobile based online payment of user charges, taxes, etc.
- c) E-governance – One-touch governance for citizens. Effective roll out of all modules of SmartRaj and leveraging platforms like e-Sampark, e-Mitra and Action Udaipur made available by State and District administration.
- d) Development of apps for various tourist information and other citizen services,
- e) RFID tag based systems for registered hawkers to operate from authorized vending zones under NULM, and also serve as identification for direct benefit transfers through Bhamashah
- f) Display of public messages and awareness generation of Government's social sector schemes through the VMS boards across the city

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

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

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

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

1. The PMC shall establish one project office at Jaipur (location to be finalized during the Contract negotiation) and facilitate the services in an effective manner.
2. The PMC shall be responsible for providing all necessary manpower, lodging and boarding for its staff members, office space, furniture and equipment, computers and peripherals, communication equipment, electricity, water, licensed software, worker, 3<sup>rd</sup> party and other insurances, vehicles, stationery, and licenses for intellectual property etc. for performing the services throughout the period of the Contract and to the satisfaction of the Client. Software shall include an electronic document management program that will be shared with the JMC Project office, as well all necessary technical programs.
3. The PMC will establish a schedule of coordination and progress meetings, to be approved by the client, to ensure that all stakeholders are kept fully informed of the status and activities of the Project. The PMC will submit monthly Progress Reports in an agreed format and shall fully support the client in reporting to the Government of Rajasthan.
4. During the project set-up period, the PMC shall prepare and submit a Quality Assurance and Quality Control (QA & QC) Manual delineating a consistent, comprehensive and uniform system of quality assurance and quality control of all aspects of the consultancy including,

but not limited to, a system of checks and reviews of designs and a description of the type, frequency and procedures of on-site as well as laboratory tests and inspections etc. to be followed for design and construction supervision so as to enforce the highest standards of quality.

5. The PMC shall prepare a Safety Manual to be followed by all staff in the design office and on each construction site so as to maximize the safety of construction workers, engineers, and citizens.
6. The PMC shall prepare an Inception Report within two months of commencement which will include a report on activities during the mobilization period together with an updated work program and personnel schedule. The Inception Report shall include an agreed schedule of working papers that will be prepared during the course of the PMC and designed to ensure that all key Project issues are raised, discussed and agreed at an early date. These may include for example DPR review and recommendations, design criteria, SCADA, institutional development, proposed forms of contract, contract packaging and the public outreach program.
7. Prepare and submit detailed work program, including all pertinent activities and critical paths. responsibility and function of each team member, co-ordination mechanism and procedures between the Consulting firm, contractor and the Employer; reporting system and the procedure etc. to ensure orderly and uninterrupted progress of the works. The mechanism and procedures set by the Consulting firm shall be subject to the approval by the client.
8. Identify all necessary approvals and permissions etc. those would be required during the implementation of the Contracts in accordance with the Government regulations and provisions of the Contracts.
9. Establish document control and proper filing system for project office, including official correspondence, drawings, site instructions, variation orders and site records. Establish channel and mode of communications.
10. Develop program management and tracking system, using commonly available Computer softwares to schedule and monitor all aspects of construction activities.

## **Stage2: Implementation Phase**

### **Data Collection and Review**

1. The PMC shall undertake a comprehensive review of existing documents and studies/DPRs available establish an information database and all existing other relevant information, reports, data, documents, maps, policies, plans and records pertaining to scope of the Project.
2. The PMC shall visit the proposed work sites of Sub Proposals in conjunction with Client officers and examine the current status, undertake critical evaluation of the existing service condition of transport facilities, civil structures, mechanical plant and electrical installations, identify needs for a structural condition survey and any other relevant investigations.

3. On completion of the review work, the PMC shall establish the baseline conditions and design an analytical framework and methodology, including program, for further data collection and validation. The PMC shall prepare the outline scope, program and budget for all necessary surveys and investigations. The PMC shall summarize this element of the Project in a Data Review Report along with possible need to phase the construction of work which shall be submitted for approval.

### **Feasibility Study Review and Update**

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

### **Surveys and Site Investigations**

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

### **Requirements of Design**

1. Design requires the submission of all necessary information to enable the client to fully understand the design components through the submission of Specifications, Drawings, BOQ and design calculations and for the Contractor to be able to build the designed works without further design input being necessary, with the exception of items to be provided by a supplier of the Contractor's choice.
2. In case of the sub-projects to be executed using the Design-Build, PPP and Service Contracts mode, the PMC shall prepare the tender designs and specifications. The detailed

engineering shall be carried out by the Contractor. The PMC role will be to review and approve the detailed designs and good for construction drawings submitted by the contractor.

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

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

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

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

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

### **Construction Engineering Management**

The PMC shall undertake, on behalf of the client, the supervision and management of all



construction contracts during the period of the consultancy. This work shall be comprehensive and shall include but not be limited to the following:

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

Law of the Employer's country.

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

execution of construction works.

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

- Attend, facilitate constructively and report all feedback/ complaints of community related to execution of works.
- Carrying out third party inspections as necessary and providing certification on the quality of the materials/plant/supplies based on such inspections;
- Monitoring and enforcing, as detailed in the Contractor's Safety Manual, the measures established to ensure safety of the workers, other project personnel, the general public and works;
- Evaluating and processing contractors' requests for interim payment;
- After physical completion of the contracts, review the as-built drawings and operating manuals prepared and submitted by the Contractor

### **Contract Administration**

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

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

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

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

The consultant will prepare a detailed sub project appraisal report for each of the sub projects implemented by the SPV in line with its performance as per parameters set in the respective

contracts and also document key success factors and lessons learnt and its performance against the KPIs set in the Smart City Proposals. Consultant will also document the best practices followed on the proposals and its potential for standardization and replicability on other projects.

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

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

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

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

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

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

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

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

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

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

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

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

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

### **a. Diagnostic Study**

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

### **b. Jaipur Smart City Technology Vision and Strategy Preparation:**

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

### **c. Technology modules under PCS and ABD**

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

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

- Thoroughly study the existing plans, reports, documents, data, studies, initiatives available from various stakeholders
- Study the current processes and operating procedures followed by different stakeholders in each of the domain
- Conduct current estimation and future forecasts of relevant parameters in each of the domains such as demand, usage, footfall, flow, density, etc.
- Assessment of needs of the various public and private sector stakeholders as well

as citizens

- Undertake detailed feasibility assessment studies, including on-ground studies, conduct
- Analysis and calculations based on common rules and benchmarks to ascertain the design of the proposed solutions
- Identify the leading practices and benchmarks across each of the domains and technology solutions
- Identification of services that will be integrated and delivered through the proposed technology solution
- Study of the existing initiatives which need integration with the proposed initiatives, and preparation of integration blueprint
- Enumeration of the existing applications and data components which would need to be integrated with the new technology solutions
- Prepare detailed design of the various solution components
- Identify systems / solution platform along with detailed system architecture
- Prepare detailed plan with system requirements and configurations
- Identify implementation model and procurement model for each of the technology solutions
- Prepare overall project cost assessment as well as project funding mechanism
- Prepare implementation plan, detailing out the components, locations, partners, procurement phases, etc. for each of the solution components. Identify the responsibilities of various stakeholders in successful implementation of the solutions
- Enumeration of the KPIs and SLAs for each of the solution components

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

## **Stage 2: Implementation phase**

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

The consultant will have responsibility of managing the project activities on behalf of the client.



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

### **I. Project management setup**

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

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

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

### **III. SLA monitoring**

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

- g. Assisting the client in calculating the incentives, penalties and payments to MSP as per the payment milestones.

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

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

All the above outlined activities may be required to be completed expeditiously given the strategic nature of the initiative.

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

- o. Reporting and escalation for any kind of process related bottlenecks
- p. Analysis of dash boards and reports to come up with business insights
- q. To assist in dissemination of initiatives by the client by advising on marketing and promotion strategies and implementation
- r. Define change management process
- s. Any other project specific tasks assigned by the client.

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

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

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

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

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

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

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

The Consultant will assist in the operations and sustainability of all the IT initiatives implemented under this project, along with the System Integrators(s) or Managed Service Provider (MSP). This will include a regular study and analysis of the operations of these

initiatives, study of SLA reports to confirm that MSP adheres to the agreed upon SLAs, assistance in contract administration of MSPs, identification of improvement opportunities, etc. For each individual solution, the Consultant will be required to conduct regular demand forecasting and analysis, to ensure that the software / hardware / manpower sizing of each solution is adequate to seamlessly meet the future requirements. For the initiatives implemented under ABD, the Client may ask the Consultant to assist in design, procurement and project management, for implementing these solutions in other areas of the city.

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

The Consultant will create framework for evaluation of success parameters of the initiatives implemented under this project. These should include all the applicable regulatory / compliance guidelines, leading practices, international smart city standards (e.g. ISO 37120), KPIs set out by JSCP, etc. As a part of its proposal, the Consultant should provide a snapshot of such a framework to demonstrate their understanding of the project objectives.

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

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

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

### **1.1.1. Smart Solution (ABD Projects)**

#### **A. As-Is**

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

- iii. Evaluation of existing Broadband infrastructure in the city including both Government and Private Sectors to identify existing connectivity gaps (Fiber availability, Network Hubs, Redundancy etc.).
- iv. Prepare the separate As-Is of each ABD Project.
- v. Prepare & submit the locations with Latitude & Longitude (e.g. electricity poles, stations/ sub stations, water zones etc.), for the sensors & devices to be mapped in GIS for Water/ Sewerage/ Solid Waste/ Street Lighting/others Management.
- vi. Identify & prepare the interfaces of integration between the projects under As-Is.
- vii. Submit a simple & clear architecture of whole As-Is system consisting of all ABD Projects in integrated manner.

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

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

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

The project implementation support shall include

- i. Project Management Activities
  - a) Develop the project plan and project charter
  - b) Coordinate workshops and discussion meetings between SPV, State IT Department, State Line Departments, Municipal Corporation Officials, SI and MoUD/(GoI).

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

- b) Ensure the facility management services and help desk of the SI, to ensure system uptime
  - c) Provide fortnightly reports to SPV for the status of implementation till “go-live”.
- iii. Engaging STQC for Audit
- a) The Consultant will be responsible to engage STQC to conduct the assessment/review for the system before rolling it out. The Consultant shall review and inspect all the procedures and systems relating to the solution.
  - b) The Consultant would be responsible for the outcome in the following areas in such a manner which results in successful STQC certification. Specifically the STQC shall look into:
    - **Application audit :**
      - a) Functionality audit *vis-a-vis* the Functional Requirement Specification (FRS) agreed upon during development phase
      - b) Determine systematic measures implemented to control and secure access to the application programs and data including password controls, user authentications, roles and responsibilities, audit trails and reporting, configuration and interface controls, etc.
      - c) Review of database structure including:
      - d) Classification of data in terms of sensitivity & levels of access
      - e) Security measures over database installation, password policies and user roles and privileges
      - f) Access control on database objects – tables, views, triggers, synonyms, etc.
      - g) Database restoration and recoverability
      - h) Audit trails configuration and monitoring process
      - i) Network connections to database
    - **Review of Network and Website will include:**
      - a) Penetration and vulnerability testing
      - b) Security exposures to internal and external stakeholders
      - c) Installation of requisite prevention systems like Intrusion Prevention Systems (IPS), etc.
    - **Review and Implement of Security Policies and Controls will include:**
      - a) Review of backup process, including schedule, storage, archival and decommissioning of media
      - b) Physical access controls review (over DC and other critical area)
      - c) Review of change management process

- d) Incident management process – covering identification, response, escalation mechanisms
  - e) Anti-virus (malware) controls – patching, virus definition file update
  - f) General computer controls review
  - g) Audit of IT Infrastructure will include monitoring the deployment of IT infrastructure at various locations including Data center and Disaster recovery center as per the BOM specified for the SI.
  - h) Performance / SLA Audit - whether the actual level of performance of the services is the same as specified in the contract of SI.
  - i) Identify the key issues / bottlenecks in the system and will suggest the mitigation plans.
  - j) Overall compliance to MSA and SLA - The compliance of the implementation partner with any other obligation under the MSA and SLA.
- iv. UAT and Go-Live Report
- a) Assist & support to assess and certify the solution and associated infrastructure & services.
  - b) Planning, preparing & execution of the User Acceptance Test, tracing the functional requirements before the Go Live
  - c) Preparation and submission of Go-Live Report, which should shall include the following:
    - Hardware at various locations and data centre
    - Networking equipments and connectivity
    - Data digitisation and migration
    - Training to the departmental personnel
    - Handholding support
    - Integration with applications of other departments / agencies etc.
    - Any corrective or preventive actions required from any of the stakeholders
    - Highlight the changes required in the applications and ensure that the suggested changes are incorporated in the system by the SI
- v. Monitoring the O&M
- a) Support SPV for monitoring of the compliance of the contractual obligations of the SI.
  - b) Monitor the operations and maintenance of the overall system as per the standards and requirements defined for SI including but not limited to resolution of issues, availability of the system, updating hardware or system software etc. for a period of 2(*two*) years from the engagement date.



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

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

#### **D. As-Is**

- i. Review existing available documents & infrastructure.
- ii. Identify key stakeholders from City/ Official/ Elected Representatives/ Concerning NGOS, Eminent Citizens, Representative from Premium Institutes of the City/ State, Representatives of Business Organization in consultation with the Commissioner/ CEO of SPV etc. for consultation.
- iii. Evaluation of existing Broadband infrastructure in the city including both Government and Private Sectors to identify existing connectivity gaps (Fiber availability, Network Hubs, Redundancy etc.).
- iv. Prepare the separate As-Is of each Pan Solution.
- v. Prepare & submit the locations with Latitude & Longitude (e.g. electricity poles, stations/ sub stations, water zones etc.), for the sensors & devices to be mapped in GIS for Water/ Sewerage/ Solid Waste/ Street Lighting/others Management.
- vi. Identify & prepare the interfaces of integration between the projects under As-Is.
- vii. Submit a simple & clear architecture of whole As-Is system consisting of all Pan Solutions in integrated manner.

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

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

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

The project implementation support shall include

- i. Project Management Activities
  - a) Develop the project plan and project charter
  - b) Coordinate workshops and discussion meetings between SPV, State IT Department, State Line Departments, Municipal Corporation Officials, SI and MoUD/(GoI).
  - c) Co-ordinate DPR submissions/approvals
  - d) Responsible for reviewing the deliverables submitted by SI within a period of 2 week (or as agreed with SPV) from the receipt of that deliverable.
  - e) Highlight deviations/issues in the deliverables of SI to relevant authority within the specified time limits and assist SI and SPV in resolution of issues.
  - f) Prepare Capacity building plan
  - g) Prepare Change Management Plan
  - h) Identify the legal changes required and assist in drafting and issuance of Government Orders for giving effect to the BPR
  - i) Ensure that the technology standards, guidelines & frameworks are adhered to during implementation.
  - j) Suggest and co-ordinate capacity building needs and training programs.
  - k) Monitor and maintain issue tracker and keep on updating the status of all risks and issues from time to time.
  - l) Defining the escalation mechanism for timely resolution of issues & risks.
  - m) Co-ordinate for STQC certification.
  - n) SLA monitoring
  - o) Monitoring the performance of the SI against the base project plan
  - p) Monitoring the performance of the overall system in terms of availability & efficiency against the service levels already defined for SI
  - q) Suggest changes in SLAs, if required
  - r) Suggest corrective and preventive measures to SPV and SI to enhance the performance of the system
  - s) Coordination with various stakeholders

- t) Coordinate with all the stakeholders and support the state departments while interacting with various agencies (internal and external) during the course of the project.
    - u) Build mechanisms to ensure coordination and consultation between all key stakeholders and members of the SPV on a continued basis to facilitate the execution of the project.
  - ii. Monitoring the deployment and commissioning of necessary hardware
    - a) Monitoring installation and commissioning of ICT infrastructure
    - b) Ensure the facility management services and help desk of the SI, to ensure system uptime
    - c) Provide fortnightly reports to SPV for the status of implementation till “go-live”.
  - iii. Engaging STQC for Audit
    - a) The Consultant will be responsible to engage STQC to conduct the assessment/review for the system before rolling it out. The Consultant shall review and inspect all the procedures and systems relating to the solution.
    - b) The Consultant would be responsible for the outcome in the following areas in such a manner which results in successful STQC certification. Specifically the STQC shall look into:
      - **Application audit :**
        - a) Functionality audit *vis-a-vis* the Functional Requirement Specification (FRS) agreed upon during development phase
        - b) Determine systematic measures implemented to control and secure access to the application programs and data including password controls, user authentications, roles and responsibilities, audit trails and reporting, configuration and interface controls, etc.
        - c) Review of database structure including:
        - d) Classification of data in terms of sensitivity & levels of access
        - e) Security measures over database installation, password policies and user roles and privileges
        - f) Access control on database objects – tables, views, triggers, synonyms, etc.
        - g) Database restoration and recoverability
        - h) Audit trails configuration and monitoring process
        - i) Network connections to database
      - **Review of Network and Website will include:**
        - a) Penetration and vulnerability testing

- b) Security exposures to internal and external stakeholders
- c) Installation of requisite prevention systems like Intrusion Prevention Systems (IPS), etc.
- **Review and Implement of Security Policies and Controls will include:**
  - a) Review of backup process, including schedule, storage, archival and decommissioning of media
  - b) Physical access controls review (over DC and other critical area)
  - c) Review of change management process
  - d) Incident management process – covering identification, response, escalation mechanisms
  - e) Anti-virus (malware) controls – patching, virus definition file update
  - f) General computer controls review
  - g) Audit of IT Infrastructure will include monitoring the deployment of IT infrastructure at various locations including Data center and Disaster recovery center as per the BOM specified for the SI.
  - h) Performance / SLA Audit - whether the actual level of performance of the services is the same as specified in the contract of SI.
  - i) Identify the key issues / bottlenecks in the system and will suggest the mitigation plans.
  - j) Overall compliance to MSA and SLA - The compliance of the implementation partner with any other obligation under the MSA and SLA.
- iv. UAT and Go-Live Report
  - a) Assist & support to assess and certify the solution and associated infrastructure & services.
  - b) Planning, preparing & execution of the User Acceptance Test, tracing the functional requirements before the Go Live
  - c) Preparation and submission of Go-Live Report, which should shall include the following:
    - Hardware at various locations and data centre
    - Networking equipments and connectivity
    - Data digitisation and migration
    - Training to the departmental personnel
    - Handholding support
    - Integration with applications of other departments / agencies etc.
    - Any corrective or preventive actions required from any of the stakeholders
    - Highlight the changes required in the applications and ensure that the suggested changes are incorporated in the system by the SI

- v. Monitoring the O&M
    - a) Support SPV for monitoring of the compliance of the contractual obligations of the SI.
    - b) Monitor the operations and maintenance of the overall system as per the standards and requirements defined for SI including but not limited to resolution of issues, availability of the system, updating hardware or system software etc. for a period of 2(*two*) years from the engagement date.
    - c) Ensure that the SLAs and performance levels defined for SI are met as agreement. The Consultant shall review the SLA performance, capacity and effectiveness of the helpdesk set up by the SI.
  - vi. The consultant shall be responsible for reviewing the work of System Integrator and recommendations of the payments to the SPV.
- 1.1.4. The Consultant shall provide the support the Smart City/SPV for the successful completion of the Smart City Project and its closure.

## 6. TEAM COMPOSITION & QUALIFICATION REQUIREMENTS

Sr. no.	Professionals & Person months	Min. Qualification & Experience	Responsibilities
KEY PROFESSIONALS (CVs to be evaluated during technical evaluation)			
1.	<p style="text-align: center;"><b>Team Leader (45)</b></p>	<ul style="list-style-type: none"> <li>• Graduate in Civil Engineering and Post Graduate in Business Administration from reputed institute with 16 years experience in implementation of large urban infrastructure projects for cities /townships/industrial parks/SEZs</li> <li>• Should have implementation experience in the capacity of Team Leader/Project Manager or Project Director for atleast 2 projects of Rs. 500 Cr. each</li> <li>• Good experience in leading the team.</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for overall management and administration</li> <li>• Responsible for overall management and administration of the project components during design and construction of both modules i.e ABD &amp; PCS.</li> <li>• Advice on procurement and bidding process</li> <li>• Construction supervision, quality monitoring, contract management;</li> <li>• Establishment of Construction Management and Project Performance Monitoring and Reporting System;</li> <li>• Assist in resolving contractual issue during implementation;</li> <li>• Preparation of Progress as well as Project Completion Report;</li> <li>• Scheduling and ensuring timely mobilization/ demobilization of team members.</li> <li>• To monitor implementation of Smart Cities Mission</li> <li>• Coordination between State Govt. &amp;ULB/SPV of the Smart City</li> <li>• Compilation of information of Smart Cities to be submitted to GoI</li> </ul>

2.	<b>Heritage Conservation / Inner City Renewal Expert (12)</b>	<ul style="list-style-type: none"> <li>• Graduate in Heritage Conservation/urban planning from reputed institute</li> <li>• Should have implemented minimum two Heritage Conservation projects of INR. 100 Cr. each.</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for planning, designing for all related Heritage Conservation projects</li> <li>• Façade Development</li> </ul>
3.	<b>Urban Transport Expert (12)</b>	<ul style="list-style-type: none"> <li>• Post Graduate/Graduate in Transportation Engineering/Planning/Traffic engineering from reputed institute with having experience in planning &amp; designing of urban public transport system, parking, Non motorized transport system using IT solutions.</li> <li>• Should have 10 years experience in similar field.</li> <li>• Urban roads/intersection/ grade separators/ pavement design, parking and other road components for arterial, collector and plot level roads of large townships/ industrial estates.</li> <li>• Should have led at least 3 projects in similar capacity.</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for analyzing public transport network with respect to travel demand, design and overall optimized multi-model public transport network and suggest rationalization measures of existing routes.</li> <li>• PT integration of all models</li> <li>• Appraisal of subprojects for urban transport;</li> <li>• Assist Procurement</li> <li>• Oversee contract management and performance monitoring of the contractors</li> <li>• Ensuring the construction activities are implemented as per design in field;</li> <li>• Assist in preparation of Project Completion Report</li> <li>• To Road infrastructure for NMT including cycle tracks, bus shelter, barrier free access (footpath, bicycle sharing points, junction improvement, signages and parking)</li> <li>• To Digital Signages and ITMS</li> <li>• To Eco-friendly cool corridor</li> <li>• To ICT solution implementation for integrated public transport as described in the Udaipur SCP</li> <li>• To PRTS (Convergence)</li> </ul>



4.	<b>Module Leader ABD (42)</b>	<ul style="list-style-type: none"> <li>• Graduate in Civil Engineering /Planning/Management from reputed institute with experience of 12 years in Planning, Project Management and Construction Supervision for large infrastructure projects of Public Health Engineering, Municipal projects</li> <li>• Should have implementation experience in the capacity of Team Leader/project manager or project director for atleast two large urban infrastructure development projects costing Rs. 500 Cr like Townships, SEZ" s, Industrial cities, etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for planning, designing, estimation, bid document preparation &amp; procurement, implementation, monitoring and supervision for all related Area based development projects.</li> </ul>
5.	<b>Module Leader PCS (30)</b>	<ul style="list-style-type: none"> <li>• Graduate in Engineering with Master in Transportation Engineering/Planning/Management/Transport Management from reputed institute.</li> <li>• Specialization in IT/implementation of smart solutions in IT field will be advantages.</li> <li>• Should have consulting/ implementation experience for atleast one large urban public transport project/smart city projects costing Rs. 500 Cr</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for planning, designing, estimation, bid document preparation &amp; procurement, implementation, monitoring and supervision for all related Pan City Solutions projects.</li> </ul>

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

<p>8.</p>	<p><b>Chief Construction Manager (24)</b></p>	<ul style="list-style-type: none"> <li>• Degree in Civil Engineering or Construction Management from reputed institute.</li> <li>• Should have relevant expertise of Construction Supervision &amp; successful completion of atleast 3 multidisciplinary infrastructure projects cost of each project more than 100 crs. in urban areas</li> <li>• Experience of working with international organization will be advantages</li> <li>• Should have 15 years experience in similar field</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for overall construction management, quality assurance and administration of the contracts under the project</li> <li>• Supervise the construction activity appropriately, implementation of work as per design;</li> <li>• Contract management and Performance Monitoring of the contractors</li> <li>• Prepare a construction supervision schedule with timing and resources identified;</li> <li>• Monitor the construction method by assessing the adequacy of the contractor's input materials, labour, equipment and construction methods;</li> <li>• Furnish the detailed construction drawings as necessary during continuance of the contract;</li> <li>• Prepare mechanism and assist in third party inspections, if necessary, as decided by Client;</li> <li>• Assist the Client in interim and final certification of the bills of payment;</li> <li>• Assist the Client in issue of completion certificates.</li> <li>• Support in preparing Project Completion Report and progress reports</li> <li>• Resolve contractual issue during implementation</li> <li>• To assist ULB/SPV in implementation of Smart City Mission</li> <li>• To coordinate between State Govt. &amp; ULB &amp; SPV</li> </ul>
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<p><b>9.</b></p>	<p><b>Procurement Specialist (12)</b></p>	<ul style="list-style-type: none"> <li>• Degree in Civil/ PHE or Construction Management/ Contract Management from reputed institute.</li> <li>• Should have 10 years experience in similar field.</li> <li>• Should have experience atleast 3 large multidisciplinary infrastructure project in similar capacity</li> </ul>	<ul style="list-style-type: none"> <li>• Procurement of goods, services as per State guidelines including preparation of bid documents, evaluation of bids, contract formation and assisting SPV in award of work</li> <li>• Contract management and Performance</li> </ul>
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<p><b>10.</b></p>	<p><b>Waste Water Expert (12)</b></p>	<ul style="list-style-type: none"> <li>• Degree in Civil Engineering from reputed institute.</li> <li>• Should have experience atleast two Sewerage Project with STP 50 capacity of MLD</li> <li>• Should have 10 years experience in sewerage network designs and construction</li> <li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li> <li>• Excellent experience in computer based sewerage network design</li> <li>• Experience in reuse of treated waste water</li> </ul>	<ul style="list-style-type: none"> <li>• Reviewing and updating existing waste water system</li> <li>• Waste Water Recycling for Select Public Buildings</li> <li>• Rehabilitation of Sewer Lines &amp; STPs in project area.</li> <li>• Planning, designating and implementation Design of waste waterworks</li> <li>• Preparing Waste Water master plans for city</li> <li>• Assist Procurement</li> <li>• Oversee contract management and performance monitoring of the contractors</li> <li>• Ensuring the construction activities are implemented as per design in field;</li> <li>• Assist in preparation of Project Completion Report.</li> </ul>
<p><b>11.</b></p>	<p><b>Structural Expert (9)</b></p>	<ul style="list-style-type: none"> <li>• Degree in Civil Engineering and post graduate in structural engineering from reputed institute.</li> <li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li> <li>• Should have 10 years experience similar field.</li> </ul>	<ul style="list-style-type: none"> <li>• Designing &amp; supervision during implementation of Structure under SCM</li> <li>• Checking structure stability of multi storied buildings, old structures</li> <li>• structure designing of large infrastructure projects</li> </ul>

12.	<b>Electrical &amp; Instrumentation Expert (9)</b>	<ul style="list-style-type: none"> <li>• Graduate in Electrical/Electronic/Instrumentation Engineering from reputed institute</li> <li>• Should have a minimum 10 years of experience for electrical &amp; electronic design of public utility</li> <li>• Should have led at-least 3 relevant projects</li> <li>• Experience in designing, equipments, plants, pumping station related to electrical &amp; instrument items.</li> <li>• Experience in automatization, SCADA &amp; PLC</li> </ul>	<ul style="list-style-type: none"> <li>• To design &amp; implement Laser Show</li> <li>• To design &amp; implement underground OH cabling</li> <li>• Public Street lighting systems, Signage lighting etc</li> <li>• Engineering Design, Drafting specification and Procurement</li> <li>• Review of contractors design, drawing etc</li> <li>• Contract management and Performance Monitoring of the contractors</li> <li>• Ensure the construction activities are implemented as per design on field;</li> <li>• Assist in contractual dispute resolution</li> </ul>
13.	<b>Road Engineer (18)</b>	<ul style="list-style-type: none"> <li>• Degree in Civil Engineering from reputed institute.</li> <li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li> <li>• Should have 10 years experience similar field.</li> </ul>	<ul style="list-style-type: none"> <li>• Road engineering designs</li> <li>• Road contract management and performance monitoring of the contractors during and after execution</li> <li>• Ensure the construction activities are implemented in field as per design;</li> <li>• QAQC and safety</li> </ul>
14.	<b>Communication/IEC Specialist (24)</b>	<ul style="list-style-type: none"> <li>• Degree in Mass Communication from reputed institute.</li> <li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li> <li>• Should have 10 years experience similar field.</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for overall communication &amp; IEC activities</li> <li>• IEC activities along with the outreach programs including publicity through electronic and print media</li> </ul>

15.	<b>Urban Infrastructure Expert (24)</b>	<ul style="list-style-type: none"> <li>• Post Graduate/Graduate from reputed institute with Qualification in Civil/PHE or any other related field and with experience in implementation of multi-disciplinary large urban infrastructure projects for cities /townships/industrial parks/SEZs</li> <li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li> <li>• Should have 10 years experience similar field.</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for planning, designing and implementation of urban infrastructure projects in the project area.</li> </ul>
16.	<b>Urban Planner/ Lead Architect/Urban Design Expert (12)</b>	<ul style="list-style-type: none"> <li>• Post graduate in Designing/Planning / Urban Management from reputed institute.</li> <li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li> <li>• 12 years experience in urban planning; includes preparation of city master plans/ Building Architecture Projects/ urban transport planning.</li> </ul>	<ul style="list-style-type: none"> <li>• Support the team in preparation of conceptual plans</li> <li>• Assist in demographic and land use related planning of infrastructure</li> <li>• Review town's master plans and advice the project team in planning infrastructure.</li> <li>• Road infrastructure for NMT including cycle tracks, bus shelter, barrier free access (footpath, bicycle sharing points, junction improvement, signages and parking)</li> <li>• Digital Signages and ITMs</li> <li>• Eco-friendly cool corridor</li> <li>• Night Market</li> <li>• Dedicated Vending Zone</li> </ul>
17.	<b>ICT Procurement expert (12)</b>	<ul style="list-style-type: none"> <li>• Graduate in Computer engineering from reputed institute.</li> <li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li> <li>• Should have 10 years experience similar field.</li> </ul>	<ul style="list-style-type: none"> <li>• WIFI Network and CCTV system designing in the project Area</li> <li>• ICT solution implementation for Solid Waste Management operations as described in the Udaipur SCP</li> </ul>

18.	<p align="center"><b>Project Performance and Management Specialist (PPMS)</b> <b>(24)</b></p>	<ul style="list-style-type: none"> <li>• Graduate in Engineering/ MCA or equivalent</li> <li>• 15 years' experience of designing and implementing suitable PPMS for projects preferably related to urban sector.</li> </ul>	<ul style="list-style-type: none"> <li>• Reporting on latest computer software</li> <li>• Design and implement suitable PPMS and ensure establishing and proper functioning.</li> <li>• Select a set of performance indicators relating to infrastructure development</li> <li>• Track project and project implementation activities, target dates, expected inputs, impacts, outcomes and outputs against each indicator to monitor and evaluate the performance of the project and the subprojects under each tranche.</li> <li>• Standardization of formats and reports for dissemination to various stakeholders of the project</li> <li>• Based on the findings, provide an independent monitoring and feedback mechanism to SPV, to ensure that the primary objectives of the project are being met, and recommend ways to modify the project design and implementation mechanisms to meet the primary objectives of the project.</li> <li>• Design a project website and effectively use for PPMS and public information.</li> <li>• Design and implementation of suitable system for E- Governance and E- Procurement.</li> <li>• Design and implementation of MIS for the project</li> <li>• Assist in preparation of QPR, annual reports and other mandatory deliverables.</li> <li>• Ensure timely delivery of the deliverables</li> <li>• Coordination within field and office activities</li> <li>• Select a set of performance indicators relating to physical infrastructure development</li> <li>• Select a set of performance indicators relating to social and environmental, institutional capacity development including the urban governance, finance, and service delivery improvements.</li> <li>• Design and implementation of suitable system for E- Governance and E- Procurement.</li> </ul>
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19.	<b>SWM expert (24)</b>	<ul style="list-style-type: none"> <li>• Graduate in Civil engineering/Mechanical</li> <li>• Should have a minimum 10 years of experience</li> <li>• Should have worked on relevant area of expertise in at-least 3 relevant projects such as O &amp; M of transfer station, sanitary land fill site, transportation of Garbage, Door to door collection, processing plants</li> <li>• Person having experience in ICT &amp; Smart solutions advantages.</li> </ul>	<ul style="list-style-type: none"> <li>• Planning, designing &amp; implementation of smart solution in SWM sector which includes' ICT solution implementation for Solid Waste Management operations as described in the Udaipur SCP</li> <li>• Door to Door Collection/C&amp;D</li> <li>• Waste to Energy</li> <li>• Sanitary land fill site</li> <li>• Transportation of Garbage</li> <li>• Door to door collection, processing plants</li> </ul>
20.	<b>Water Supply Expert (12)</b>	<ul style="list-style-type: none"> <li>• Degree in Civil Engineering from reputed institute.</li> <li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li> <li>• Should have 10 years experience similar field.</li> <li>• Person having experience in NRW and 24X7 water supply advantages.</li> </ul>	<ul style="list-style-type: none"> <li>• Smart Meters for Water Connections (Convergence)</li> <li>• Online Water Quality Monitoring for Distribution System (Convergence)</li> <li>• Design and implementation of water supply project for NRW reduction and 24X7 water supply</li> <li>• Appraisal of subprojects for Water Supply;</li> <li>• Preparing Water Supply master plans for cities</li> <li>• assist Procurement</li> <li>• Oversee contract management and performance monitoring of the contractors</li> <li>• Ensuring the construction activities are implemented as per design in field;</li> <li>• Assist in preparation of Project Completion Report</li> </ul>

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Sr. no.	Professionals & Person months	Min. Qualification & Experience	Responsibilities
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**OTHER PROFESSIONALS (CVs shall not be evaluated during technical evaluation)**

The CVs of these professional shall not be evaluated at the technical proposal level. However the Consulting firm has to submit the CV for approval before mobilization of these professionals.

1.	Institution & Legal Expert (2)	<ul style="list-style-type: none"><li>• Law graduate from reputed law institute.</li><li>• Should have 10 years experience in policy making, institutional development with Govt. Departments.</li><li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li></ul>	<ul style="list-style-type: none"><li>• Responsible for suggesting institutional setup, inter department coordination, changes in laws, acts and regulations, assisting in legal vetting of documents.</li></ul>
2.	Urban transport operations expert (6)	<ul style="list-style-type: none"><li>• Graduate in Civil Engineering/Transport Engineering from reputed institute.</li><li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li><li>• Should have 10 years experience similar field.</li></ul>	<ul style="list-style-type: none"><li>• Responsible for planning, designing &amp; implementation of Eco-friendly cool corridor</li><li>• Responsible for quality test codes &amp; safety</li></ul>
3.	Common payment card expert (6)	<ul style="list-style-type: none"><li>• Graduate in Electrical/IT Engineering from reputed institute.</li><li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li><li>• Should have 5 years experience similar field.</li></ul>	<ul style="list-style-type: none"><li>• Responsible for planning, designing, implementation of IT enabled smart card which could be used for all modes of public transport and monuments</li></ul>

4.	IT Systems Design Expert (12)	<ul style="list-style-type: none"> <li>• Graduate in ECS/Computer/IT from reputed institute.</li> <li>• Should have a minimum 7 years of experience</li> <li>• Should have worked on relevant area of expertise in at-least 3 relevant projects</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for planning, designing, implementation of WIFI Network &amp; CCTV system in the project Area</li> <li>• ICT solution implementation for Solid Waste Management operations as described in the Udaipur SCP</li> <li>• Provide Support in IT related / e-gov sector initiatives</li> <li>• Monitor &amp; assist in implementation of projects</li> <li>• Monitor project / programme using IT techniques/ cyber tools</li> <li>• Support IT related smart solutions</li> </ul>
5.	Solar Expert (6)	<ul style="list-style-type: none"> <li>• Graduate in Electrical/Electronic/Instrumentation Engineering from reputed institute with experience in Solar/CNG project</li> <li>• Degree in Relevant Expertise</li> <li>• Should have a minimum 7 years of experience</li> <li>• Should have led at-least 3 relevant projects</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for energy supply with atleast 15% supply from Solar power. Responsible for planning, designing, implementation of solar power in the project Area.</li> </ul>
6.	Septage Management Expert (6)	<ul style="list-style-type: none"> <li>• Postgraduate degree in civil or environmental engineering or urban planning or an equivalent degree from reputed institute,</li> <li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li> <li>• Should have 5 years' of experience in septage/onsite sanitation management.</li> <li>• Experience in developing and reviewing management policies and guidelines on sanitation.</li> <li>• Conversant with private sector operations in sanitation and waste management.</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for Identification of the potential areas for septage management, implementation and develop the scheme;</li> <li>• Responsible for preparation of proposal</li> <li>• Supervise the septage works; and</li> <li>• To Explore a public-private partnership scheme to increase financial and operational sustainability</li> <li>• To assist in procurement of Smart Toilets in the project Area</li> </ul>

7.	Environment Expert (6)	<ul style="list-style-type: none"> <li>• Degree in Environment Engineering from reputed institute.</li> <li>• Should have worked on relevant area of expertise in at-least 3 relevant projects</li> <li>• Should have 10 years experience similar field.</li> <li>• Experience in carrying EIA, IEE, EMP</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for preparation of Environmental &amp; Safeguards Action Plan, monitoring</li> <li>• Responsible for preparation of EIA/IEE</li> <li>• Structuring Environment Management and Monitoring Programs</li> <li>• Sub Project Appraisal Reports</li> <li>• Communication strategy</li> <li>• Public grievance redressal</li> <li>• Training</li> <li>• Project Completion and Progress Reports</li> </ul>
8.	Social Expert (6)	<ul style="list-style-type: none"> <li>• Post graduate qualification in social science or related subject from reputed institute.</li> <li>• Should have worked on relevant area of expertise in at-least 3 relevant projects implementation and monitoring of resettlement plans and resettlement frameworks for multilateral agencies.</li> <li>• Should have 10 years experience similar field.</li> </ul>	<ul style="list-style-type: none"> <li>• Assist ULB/SPV &amp; State Government in consultation with the stakeholder for each sub projects or group of Sub projects, as applicable, and prepare minutes for recording and circulation;</li> <li>• Preparation of Resettlement plans, as required</li> <li>• Resettlement monitoring report , Gender Action Plan</li> <li>• Formulation and Implementation of Communications Strategy and Public Relations</li> <li>• Public grievance redressal</li> <li>• IEC activities</li> </ul>
9.	Lake Restoration Expert (6)	<ul style="list-style-type: none"> <li>• Degree in Civil Engineering from reputed institute.</li> <li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li> <li>• Should have 10 years experience similar field.</li> </ul>	<ul style="list-style-type: none"> <li>• Lake redevelopment - restoration and Cleaning</li> </ul>

10.	Signage Expert (6)	<ul style="list-style-type: none"> <li>• Degree in Civil Engineering and Specialization in Relevant Expertise</li> <li>• Should have led at-least 3 relevant projects as signage consultant for urban area renewal</li> <li>• Should have 10 years experience similar field.</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for planning, designing &amp; implementation of signage in the smart city area</li> </ul>
11.	Drainage Expert (6)	<ul style="list-style-type: none"> <li>• Degree in Civil Engineering from reputed institute.</li> <li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li> <li>• Should have 10 years experience similar field.</li> </ul>	<ul style="list-style-type: none"> <li>• Storm Water Reuse for Public Buildings</li> <li>• Rain Water Harvesting Proposals for select Public Buildings</li> <li>• Design of drainage/ storm water works</li> <li>• Appraisal of subprojects for Drainage;</li> <li>• Preparing Drainage/ Storm Water master plans for cities</li> <li>• Assist Procurement</li> <li>• Oversee contract management and performance monitoring of the contractors</li> <li>• Ensuring the construction activities are implemented as per design in field;</li> <li>• Assist in preparation of Project Completion Report</li> </ul>
12.	IT Systems Architect (12)	<ul style="list-style-type: none"> <li>• Degree in Information Technology from reputed institute.</li> <li>• Should have worked on relevant area of expertise in at-least 3 similar projects</li> <li>• Should have 10 years experience similar field.</li> </ul>	<ul style="list-style-type: none"> <li>• WIFI Network for the project Area</li> <li>• CCTVs along Heritage Walk</li> </ul>

13.	Landscape Expert (12)	<ul style="list-style-type: none"> <li>• Graduate Degree in Architecture and Post Graduate Degree in Landscape with minimum 5 years experience</li> <li>• Should have worked on relevant area of expertise in at-least 2 relevant projects</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for planning, designing for all related Area based development projects.</li> <li>• Conceptualizing, Planning, designing, including knowledge of species of plants.</li> <li>• Execution and monitoring of green spaces development projects including preparation of tender documents.</li> <li>• Appraisal of DPRs for development of green spaces</li> </ul>
14.	Civil Engineers (4 Nos) (144)	<ul style="list-style-type: none"> <li>• Graduate in Civil Engineering</li> <li>• Should have a minimum 5 years of experience</li> <li>• Should have worked on relevant area of expertise in at-least 2 relevant projects</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for planning, monitoring, supervision and issuance of GFC drawings, QA &amp; QC, safety measurement &amp; bills</li> </ul>
15.	Architect (1 Nos) (12)	<ul style="list-style-type: none"> <li>• Graduate in Architecture</li> <li>• Should have a minimum 5 years of experience</li> <li>• Should have worked on relevant area of expertise in at-least 2 relevant projects</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for development of architectural features for smart city area</li> </ul>
16.	Electrical Engineer (1 Nos.) (24)	<ul style="list-style-type: none"> <li>• Graduate in Electrical Engineering</li> <li>• Should have a minimum 5 years of experience</li> <li>• Should have worked on relevant area of expertise in at-least 2 relevant projects such as electrical equipment, plants, utilities etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Supervision of works related to electrical equipment, plant &amp; utility</li> </ul>
17.	Mechanical Engineer (1 Nos.) (12)	<ul style="list-style-type: none"> <li>• Graduate in Mechanical Engineering</li> <li>• Should have a minimum 5 years of experience</li> <li>• Should have worked on relevant area of expertise in at-least 2 relevant projects such as mechanical equipment, plants, utilities etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Supervision of works related to mechanical equipment, plant &amp; utility</li> </ul>

18.	Construction Supervisors (6 Nos) (144)	<ul style="list-style-type: none"> <li>• Graduate/diploma in civil engineering.</li> <li>• Should have a minimum 5 years of experience</li> <li>• Should have worked on relevant area of expertise in at-least 2 relevant projects</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for quality of works at site, for layout, execution, safety, quality control and measurement etc.</li> </ul>
19.	Quantity Surveyors (2 Nos) (50)	<ul style="list-style-type: none"> <li>• Graduate/diploma in civil engineering.</li> <li>• Should have a minimum 5 years of experience</li> <li>• Should have worked on relevant area of expertise in at-least 2 relevant projects</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for preparation of estimates, specification &amp; BoQ</li> </ul>
20.	Public Out Reach Assistants (1 Nos) (24)	<ul style="list-style-type: none"> <li>• Graduate</li> <li>• Should have a minimum 5 years of experience</li> <li>• Should have worked on relevant area of expertise in at-least 2 relevant projects</li> </ul>	<ul style="list-style-type: none"> <li>• Assist communication/IEC activities</li> </ul>
21.	GIS Specialist (6)	<ul style="list-style-type: none"> <li>• Degree/diploma in Civil Engineering with Specialization in GIS</li> <li>• Should have led implementation of GIS for water/wastewater utility operations or similar facility management for 3 projects</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for mapping of utility attributes</li> </ul>
22.	Data analytics expert (12)	<ul style="list-style-type: none"> <li>• Graduate in ECS/Computer/IT</li> <li>• Should have a minimum 7 years of experience</li> <li>• Should have worked on relevant area of expertise in at-least 3 relevant projects</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for data analysis, compilation &amp; interpretation</li> <li>•</li> </ul>
23.	Data centre / Network operations expert (12)	<ul style="list-style-type: none"> <li>• MCA/Graduate in IT</li> <li>• Should have a minimum 7 years of experience</li> <li>• Should have worked on relevant area of expertise in at-least 3 relevant projects</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for smooth functioning of data centre and network operations</li> </ul>

24.	Mobile application expert (12)	<ul style="list-style-type: none"> <li>• Graduate in ECS/Computer/IT</li> <li>• Should have a minimum 7 years of experience</li> <li>• Should have worked on relevant area of expertise in at-least 2 relevant projects</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for design &amp; implementation of air Quality Monitoring App</li> <li>• Mobile Applications for Citizens to report Street Problems</li> </ul>
25.	Command & Control center expert (6)	<ul style="list-style-type: none"> <li>• Graduate in ECS/Computer/IT</li> <li>• Should have a minimum 7 years of experience</li> <li>• Should have worked on relevant area of expertise in at-least 2 relevant projects</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible for integrating with state command centre</li> <li>• Designating &amp; implementation of CCTVs along Heritage Walk etc.</li> </ul>

### Support Staff

Sr No	Position	Nos X months	Person Months
<b>Support Personnel (CVs shall not be evaluated during technical evaluation)</b>			
The CVs of these professional shall not be evaluated at the technical proposal level and need not to submit the CV at the time of mobilization of these professionals. The Consulting firm should evaluate the CVs of these personnel at their level			
7.	Other Support Staff	4 X 48	192
8.	Auto Cad Operators	2 X 48	96
9.	Surveyor/ Draftsman	2 X 48	96
10.	Office Manager	1 X 48	48
11.	Data Entry cum Computer Operators	2 X 48	96
12.	Accounts Manager	1 X 48	48





## 7. REPORTING REQUIREMENTS AND TIME SCHEDULE FOR DELIVERABLES

As a minimum, following are the deliverables:

- Inception Report in 30 days time of mobilization of consultant containing approach, methodology, work plan and staffing schedule for the project activities and schedule for deliverables;
  - Detailed Plan for Smart City proposal.
  - Draft DPR (Detailed Project Report), including engineering feasibility study, survey and investigation reports, social and environmental safeguard documents, economic and financial analysis and subproject appraisal report.
  - Final DPR design reports, supported by field/ lab investigations; population projections, detailed designs; costs estimates, rate analysis and take off sheets, and compliances over draft DPR observations.
  - Bid Document for each contract package
  - Monthly Contract Performance and Management Reports using PMIS/ Project Management IT tools for each contract during entire program period.
  - Contract Completion Reports for each project package..
  - Quarterly and Yearly Progress Reports
  - Any other reports as required by State / ULBs.
- 

All reports will be submitted to **Udaipur Smart City Ltd.** in agreed time frame. <sup>12</sup>

Since the Services consist of the supervision of civil works, the following action will require prior approval by the Client

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## **PART II**

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

**STANDARD FORM OF CONTRACT**

# **Consultant's Services**

**Time-Based**

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## Preface

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

# CONTRACT FOR CONSULTANT'S SERVICES

## Time-Based

**Project Name:**

**Project No.**

**Contract No.**

**between**

---

**and**

**Consultant]**

**[Name of the**

---

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

---

# I. Form of Contract

## TIME-BASED

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

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

### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;

(c) Appendices:

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- Appendix A: Terms of Reference
- Appendix B: Key Experts
- Appendix C: Remuneration Cost Estimates
- Appendix D: Other Expenses, Provisional Sums and Contingency Cost Estimates
- Appendix E: Form of Advance Payments Guarantee

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

context permits, a reference to its Appendices.

2 The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of .....

\_\_\_\_\_ The Executive Engineer

.....

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

\_\_\_\_\_ *[Authorized Representative of the Consultant – name and signature]*

*[Note: For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.*

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

*[Name of the lead member]*

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

*signing]*

## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

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

- (a) “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.
- (b) “Client” means *the executing* agency that signs the Contract for the Services with the Selected Consultant.
- (c) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (d) “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).
- (e) “Day” means a working day unless indicated otherwise.
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (g) “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.
- (h) “Foreign Currency” means any currency other than the currency of the Client’s country.<sup>13</sup>
- (i) “GCC” means these General Conditions of Contract.

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

**Relationship  
between the Parties**

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

**Law Governing  
Contract**

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**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.

**Headings**

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

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

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## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**<sup>13</sup>

- 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 be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party'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.

17.3. Force Majeure shall not include insufficiency of funds or <sup>13</sup> failure to make any payment required hereunder.

**b. No Breach of Contract**

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to**

17.5. A Party affected by an event of Force Majeure shall continue to

**be Taken**

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

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

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

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

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

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

**18. Suspension**

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

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**19. Termination****a By the Client**

19.1.1 The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' 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):

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

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

#### **b. By the Consultant**

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

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

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

**c. Cessation of Rights and Obligations**

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

**d. Cessation of Services**

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

**e. Payment upon Termination**

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

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

---

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

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### **20. General**

**a. Standard of Performance**

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

parties.

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

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

**b. Law  
Applicable to  
Services**

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

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

- (a) as a matter of law or official regulations, [*Beneficiary's* country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United 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.

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

**21. Conflict of Interests**

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

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

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade<sup>14</sup> commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

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

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

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

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

**c. Prohibition of Conflicting Activities**

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

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

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

**22. Confidentiality**

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

**23. Liability of the Consultant**

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

**24. Insurance to be 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<sup>14</sup> premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting, Inspection and Auditing**

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

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

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

**26. Reporting Obligations**

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

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

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

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

**28. Equipment, Vehicles and Materials**

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

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



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

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



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

**33. Replacement/  
Removal of Experts –  
Impact on Payments**

33.1 Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

**34. Working Hours,  
Overtime, Leave, etc.**

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

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

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

## **E. OBLIGATIONS OF THE CLIENT**

**35. Assistance and  
Exemptions**

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

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

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

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

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

**37. Change in the Applicable Law Related to Taxes and Duties**

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

**38. Services, Facilities and Property of the Client**

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

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

**39. Counterpart Personnel**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 43. Taxes and Duties

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

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

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

#### 45. Mode of Billing and Payment

45.1 Billings and payments in respect of the Services shall be made as follows:

(a) Advance payment Within the number of days after the Effective Date, the Client shall pay to the Consultant an advance payment as specified in the **SCC**. Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix E**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the **SCC** until said advance payments have been fully set off.

(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the **SCC**, the Consultant shall submit to the Client, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 44 and GCC 45 for such interval, or any other period indicated in the **SCC**. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable expenses separately.

(c) The Client shall pay the Consultant's invoices within Forty Five (45) days after the receipt by the Client of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs

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

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

#### **46. Interest on Delayed Payments**

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

### **G. FAIRNESS AND GOOD FAITH**

#### **47. Good Faith**

47.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. <sup>14</sup>

### **H. SETTLEMENT OF DISPUTES**

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

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

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

**49. Dispute Resolution**

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

**50. Performance Security**

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

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### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	<p><b>The Contract shall be construed in accordance with the law of:</b></p> <p>Republic of India</p>
4.1	<p><b>The language is English.</b></p>
6.1 and 6.2	<p><b>The addresses are:</b></p> <p>Client : .....</p> <p>Attention : .....</p> <p>Facsimile :</p> <p>E-mail :</p> <p>Consultant :</p> <hr/> <p>Attention :</p> <p>Facsimile :</p> <p>E-mail (where permitted) :</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i>  <i>OR</i>  <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p><del>The Lead Member on behalf of the JV is</del> _____</p> <p style="text-align: right;">[insert name of the member]5</p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Client:</b>..... <b>Udaipur Smart City Ltd.</b></p> <p><b>For the Consultant:</b> [name, title]</p>
11.1	<p>No effectiveness condition shall apply.</p>
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p>



	The time period shall be 1 month.
<b>13.1</b>	<p><b>Commencement of Services:</b></p> <p>The number of days shall be Fifteen.</p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.</p>
<b>14.1</b>	<p><b>Expiration of Contract:</b></p> <p>The time period shall be 48 months, unless extended by Mutual Consent.</p>
<b>21 b.</b>	<b>The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b>
<b>23.1</b>	<p>The following limitation of the Consultant'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 one 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.</p>
<b>24.1</b>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><b>(a) Professional liability insurance, with a minimum coverage of not less than the total ceiling amount of the Contract.</b></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 in accordance</p>

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



<p><b>44.1</b></p>	<p><b>The currency [currencies] of payment shall be</b> the same as in the Financial Proposal, Form FIN-2. <sup>15</sup></p>
<p><b>45.1(a)</b></p>	<p>5% of the Contract Value will be paid in advance, if so desired, on submission of bank guarantee from the scheduled bank of the amount equal to 110% of the advance sought by the Consultant.</p>

<b>45.1(e)</b>	<p><b>The accounts are:</b></p> <p>for foreign currency: <i>[insert account]</i>.</p> <p>for local currency: <i>[insert account]</i>.</p>
<b>46.1</b>	<b>The interest rate is:</b> Not Applicable
<b>49. DISPUTES RESOLUTION</b>	<p>In the case of dispute arising upon or in relation to or in connection with the contract between the Client and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.</p> <p>Arbitration proceedings shall be held in Jaipur, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.</p>
<b>50.</b>	The Performance Security amount is 10% of the Contract value.

## V. Appendices

### APPENDIX A – TERMS OF REFERENCE

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

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

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

### APPENDIX B - KEY EXPERTS

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

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

### APPENDIX C – REMUNERATION COST ESTIMATES

#### 1 Monthly rates for the Experts:

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

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

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

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

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sub>1</sub>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
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 – OTHER EXPENSES AND PROVISIONAL SUMS**

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

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

**APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE***[See Clause GCC 45.1 (a) and SCC 45.1(a)]*

{ Guarantor letterhead or SWIFT identifier code }

**Bank Guarantee for Advance Payment****Guarantor:** \_\_\_\_\_ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]***Beneficiary:** \_\_\_\_\_ *[name and address of Client]***Date:** \_\_\_\_\_ *[insert date]***ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[insert number]*

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

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

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

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

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

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

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

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

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

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

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**APPENDIX – F**

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

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

dt. – ..... And whereas We, .....

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

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

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

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

Signature and Seal of Guarantor

Date :

Bank :

**APPENDIX - G**

**Form of Bank Guarantee (Performance Security)**

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

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

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

Signature and Seal of Guarantor

Date :

Bank :