

---

# REQUEST FOR PROPOSAL

AMENDED RFP

**Client:** Lucknow Smart City Limited

**Country:** INDIA

***Project Name:*** Implementation of Smart City projects under  
Smart City Mission in Lucknow City

**Name of Assignment:** Selection of Project Management  
Consultant (PMC) for Assisting  
Lucknow Smart City Limited to  
Implement Smart City Projects under  
Smart City Mission (SCM) in  
Lucknow City of Uttar Pradesh

**AMENDED RFP Issued on :18.11.2016**

**PART-I**

## Table of Contents

DISCLAIMER.....	4
Section 1.Letter of Invitation .....	6
Section 2. Instructions to Consultants and Data Sheet.....	8
A.General Provisions .....	8
1. Definitions.....	8
2. Introduction .....	10
3. Conflict of Interest .....	10
4. Unfair Competitive Advantage .....	11
5. Corrupt and Fraudulent Practices.....	12
6. Eligibility .....	12
B.Preparation of Proposals .....	12
7. General Considerations.....	12
8. Cost of Preparation of Proposal .....	12
9. Language .....	12
10. Documents Comprising the Proposal.....	12
11. Only One Proposal.....	13
12. Proposal Validity .....	13
13. Clarification and Amendment of RFP.....	14
14. Preparation of Proposals – Specific Considerations .....	14
15. Qualification Documents , Technical Proposal Format and Content.....	15
16. Financial Proposal .....	16
17. Earnest money Deposit .....	16
18. The EMD shall be forfeited by the Client in the events .....	16
19. Bid documents and Processing Fees .....	17
C.Submission, Opening and Evaluation .....	17
20. Submission, Sealing, and Marking of Proposals.....	17
21. Confidentiality.....	18
22. Performance Security.....	19
23. Opening of Technical Proposals .....	19
24. Proposals Evaluation .....	20
25. Evaluation of Qualification Documents and Technical Proposals.....	20
26. Public Opening of Financial Proposals (for QCBS, methods) .....	20
27. Correction of Errors.....	21
28. Taxes .....	21

29. Conversion to Single Currency .....	21
30. Combined Quality and Cost Evaluation .....	22
D. Negotiations and Award.....	22
31. Negotiations.....	22
32. Conclusion of Negotiations .....	23
33. Award of Contract.....	23
E. Data Sheet.....	24
Section 3. Qualification documents and Technical Proposal – Standard Forms .....	37
Qualification documents .....	37
Appendix-1 : Qualification Documents Proposal Submission Form.....	37
Appendix 2: Format for Power of Attorney for Signing of Application .....	39
Appendix 2 : Format for Power of Attorney for Lead Member of Consortium .....	40
Appendix-3 : Format for Memorandum of Understanding (MOU) for Joint Bidding .....	41
APPENDIX – 4 Financial Qualification of the Applicant .....	40
APPENDIX –5 Technical Qualifications Experience .....	43
Appendix 6: format for affidavit certifying that consultant (consulting firm)/ director(s) of consulting firm are not blacklisted.....	45
Checklist of Required technical Proposal Forms .....	46
Form TECH-1.....	47
Form TECH-2.....	47
Form TECH-3.....	51
Form TECH-4.....	52
Form TECH-5.....	53
Form TECH-6.....	54
Section 4. Financial Proposal - Standard Forms .....	57
Section 5. Eligible Countries .....	63
Section 6. Corrupt and Fraudulent Practices.....	65
Section 7. Terms of Reference.....	67
7.1. Background .....	67
7.2. Objective of the Assignment .....	67
7.3. Scope of Services .....	67
7.4. Team Composition & Qualification Requirements.....	70
7.5. Reporting Requirements and Time Schedule and Deliverables .....	74
7.6. Client's Input and Counterpart Services and Facilities .....	74
Section 8. Standard Form of Contract .....	76

## **DISCLAIMER**

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Consultants, whether verbally or in documentary or any other form by or on behalf of the Employer or any of its employees or advisers, is provided to Consultants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Employer to the prospective Consultants or any other person. The purpose of this RFP is to provide interested Consultants with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Employer in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Consultant may require. This RFP may not be appropriate for all persons, and it is not possible for the Employer, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Consultant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

The Employer may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Employer is bound to select a Consultant or to appoint the Selected Consultant, as the case may be, for the Consultancy and the Employer reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

PART I

**Section 1. Letter of Invitation**

City: Lucknow

28/10/2016

**RFP No. ....;**

**Project Name:** Implementation of Smart City Projects of Lucknow City under Smart City Mission

**Name of the SPV :** Lucknow Smart City Limited

**Title of the Consulting Services:** Selection of Project Management Consultant (PMC) for Assisting Lucknow Smart City Limited to Implement Smart City Projects under Smart City Mission (SCM) in Lucknow City of Uttar Pradesh.

Dear Mr. /Ms.:

1. The Lucknow Smart City Limited (hereinafter called "Employer") has been incorporated for implementing Smart City Projects in Lucknow City under Smart City Mission.
2. Lucknow Smart City Limited is a SPV promoted by Lucknow Municipal Corporation and Government of Uttar Pradesh for implementing Smart City Projects in Lucknow City under Smart City Mission. The selected Consultant shall sign the agreement for the Services with the SPV.
3. The Employer now invites proposals to provide the following consulting services (hereinafter called "Services"): Project Management Consultant (Consultancy Services) for assisting Lucknow Smart City Limited for Implementation of Smart City Projects under Smart City Mission (SCM) in Lucknow City. More details on the Services are provided in the Terms of Reference (Section 7).
4. It is not permissible to transfer this invitation to any other firm.
5. A firm will be selected under Quality and Cost Based Selection method (QCBS) (Time Based-Linked with Performance) and in a Proposal format as described in this RFP.

6. Consultants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
7. The bids shall be accepted in the Physical form as described in the RFP.
8. The Bid will be rejected in case the Consultant has submitted the conditional bid and/or the specifications of the terms to be supplied are not complied with RFP.
9. The Consultants will submit the proposal by the date & time indicated in Data Sheet and the instructions to the Consultants called project specific information.
10. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants and Data Sheet
  - Section 3 –Qualification Documents & Technical Proposal - 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 linked with Performance)

Yours sincerely,

Chief Executive Officer  
LucknowSmart City Limited  
Lucknow (Uttar Pradesh), India  
Pin- 226001  
Email: [lkosmartcity@gmail.com](mailto:lkosmartcity@gmail.com)

Contact Person :

1. Shri P K Srivastava, Additional Chief Executive Office  
Mail-id: [pkrishna64@yahoo.com](mailto:pkrishna64@yahoo.com), Cell: +91 9415609558
2. Shri Pankaj Bhushan, Environmental Engineer  
Mail-id: [pbgarg@yahoo.co.in](mailto:pbgarg@yahoo.co.in), Cell:+91 9415188957

## Section 2. Instructions to Consultants and Data Sheet

### A.General Provisions

<b>1. Definitions</b>	<p>(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b) “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.</p> <p>(c) “CEO” means the Chief Executive Officer of Lucknow Smart City Limited</p> <p>(d) “Client” means Chief Executive officer of Lucknow Smart City Limited</p> <p>(e) Lucknow Smart City Limited, the implementing agency that signs the Contract for the Services with the selected Consultant.</p> <p>(f) “Consultant” means a legally-established professional consulting firm or an entity who submit their proposal that may provide or provides the Services to the Client under the Contract.</p> <p>(g) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(h) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(i) “Day” means a calendar day.</p> <p>(j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(k) “GoUP” means the Government of Uttar Pradesh</p>
-----------------------	--



	<p>(l) "Gol" means the Government of India.</p> <p>(m) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.</p> <p>(o) "LSCL" means Lucknow Smart City Limited</p> <p>(p) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provide the Consultants with all information needed to prepare their Proposals.</p> <p>(q) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.</p> <p>(r) "MoUD" means Ministry of Urban Development</p> <p>(s) "Module" means group of projects</p> <p>(t) "Non-Key Expert(s)" means an individual professional and support staff provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(u) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(v) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(w) "SRFP" means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.</p> <p>(x) "Services" means the work to be performed by the</p>
--	---

	<p>Consultant pursuant to the Contract.</p> <p>(y) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(z) “SPV” means Special Purpose vehicle which is Lucknow Smart City Limited</p> <p>(aa) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
<b>2. Introduction</b>	<p>2.1 The Client named in the <b>Data Sheet</b> intends to select a Consultant who submits their bids as per Letter of Invitation, in accordance with the method of selection specified in the <b>Data Sheet</b>.</p> <p>2.2 The Consultants are invited to submit a Qualification Documents, Technical Proposal and a Financial Proposal, as specified in the <b>Data Sheet</b>, for consulting services required for the assignment named in the <b>Data Sheet</b>. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-bid meeting if one is specified in the <b>Data Sheet</b>. Attending any such pre-bid meeting is optional and is at the Consultants’ expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the <b>Data Sheet</b>.</p>
<b>3. Conflict of Interest</b>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose</p>

	<p>such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Lucknow Smart City Limited.</p> <p>3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
<b>a. Conflicting activities</b>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.</p>
<b>b. Conflicting assignments</b>	<p>(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.</p>
<b>c. Conflicting relationships</b>	<p>(iii) <u>Relationship with the Client's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.</p>
<b>4. Unfair Competitive Advantage</b>	<p>4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the <b>Data Sheet</b> and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over</p>

	competing Consultants.
<b>5. Corrupt and Fraudulent Practices</b>	<p>5.1 The Client requires compliance in regard to corrupt and fraudulent practices as set forth in Section 6.</p> <p>5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Client.</p>
<b>6. Eligibility</b>	<p>6.1 The Client permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services.</p> <p>6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements as established by the client.</p>
<b>B. Preparation of Proposals</b>	
<b>7. General Considerations</b>	<p>7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p>
<b>8. Cost of Preparation of Proposal</b>	<p>8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.</p>
<b>9. Language</b>	<p>9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the <b>Data Sheet</b>.</p>
<b>10. Documents Comprising the Proposal</b>	<p>10.1 The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b>.</p> <p>10.2 If specified in the <b>Data Sheet</b>, 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</p>

	<p>against fraud and corruption (including bribery).</p> <p>10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).</p>
<b>11. Only One Proposal</b>	<p>11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude 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 <b>Data Sheet</b>.</p>
<b>12. Proposal Validity</b>	<p>12.1 <b>The Data Sheet</b> indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.</p>
<b>a. Extension of Validity Period</b>	<p>12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<b>b. Substitution of</b>	<p>12.7 If any of the Key Experts become unavailable for the extended</p>

<b>Key Experts at Validity Extension</b>	<p>validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected by the Client.</p>
<b>c. Sub-Contracting</b>	<p>12.9 The Consultant shall not subcontract any part or whole of the Services.</p>
<b>13. Clarification and Amendment of RFP</b>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the <b>Data Sheet</b> 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 <b>Data Sheet</b>. The Client will respond in writing, or by standard electronic means, and will upload the response (including an explanation of the query but without identifying its source) or the clarifications shall be uploaded on the client's website. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>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 amendments shall be uploaded on the clients website and will be binding on them. The Consultants shall update themselves by visiting the client's website regularly, for not being updated by the Consultants themselves, Client bears no responsibility.</p> <p>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.</p> <p>13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<b>14. Preparation of</b>	<p>14.1 While preparing the Proposal, the Consultant must give</p>

<p><b>Proposals – Specific Considerations</b></p>	<p>particular attention to the following:</p> <p>14.1.1 If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture/Consortium, it may do so with eligible Consultants. The members of the Consortium shall enter in to a MoU for Joint Bidding and Power of Attorney on the name of lead partner for the purpose of making the Application and submitting a Bid .The MoU for Joint Bidding and Power of Attorney is to be submitted along with the Application. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract Agreement. If Consultants associate with each other, any of them can be a lead member.</p> <p>14.1.2 The Client may indicate in the <b>Data Sheet</b> the estimated Key Experts’ time input (expressed in person-month) or the Client’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.</p> <p>14.1.3. If stated in the <b>Data Sheet</b>, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the <b>Data Sheet</b>) 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 <b>Data Sheet</b>.</p> <p>14.1.4. For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the <b>Data Sheet</b>, and the Financial Proposal shall not exceed this budget.</p>
<p><b>15. Qualification Documents ,Technical Proposal Format and Content</b></p>	<p>15.1 The Qualification Documents and Technical Proposal shall not include any financial information. A Qualification Documents and Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position as indicated in the TOR. Failure to comply with this requirement will make the Proposal non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified</p>

	Technical Proposal (STP) as indicated in the <b>Data Sheet</b> and using the Standard Forms provided in Section 3 of the RFP.
<b>16. Financial Proposal</b>	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the <b>Data Sheet</b> .
<b>a. Price Adjustment</b>	16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies as stated in the <b>Data Sheet</b> .
<b>b. Taxes</b>	16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the <b>Data Sheet</b> .
<b>c. Currency of Proposal</b>	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the <b>Data Sheet</b> . If indicated in the <b>Data Sheet</b> , the portion of the price representing local cost shall be stated in the national currency.
<b>d. Currency of Payment</b>	16.5 Payment under the Contract shall be made in the currency of client's country.
<b>17. Earnest money Deposit</b>	<p>17.1 An EMD amount as indicated in the Data Sheet in the form of demand draft (DD) or Bank Guarantee (BG) drawn in favour of the client name indicated in the Data Sheet and payable at place as mentioned in the Data Sheet, must be submitted along with the Proposal.</p> <p>17.2 Proposals not accompanied by EMD shall be rejected as non-responsive.</p> <p>17.3 No interest shall be payable by the Client for the sum deposited as EMD.</p> <p>17.4 The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.</p>
<b>18. The EMD shall be forfeited by the Client in the events</b>	<p>18.1 If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.</p> <p>18.2 If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.</p>



	<p>18.3 If the consultant tries to influence the evaluation process.</p> <p>18.4 If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).</p>
<b>19. Bid documents and Processing Fees</b>	<p>19.1 All consultants are required to pay amount as indicated in the <b>Data Sheet</b> towards the cost of Bid documents and Bid Processing Fees as follows:</p> <ul style="list-style-type: none"> <li>a. Bid Documents fee shall be paid through Demand draft drawn in favour of the Client.</li> <li>b. The Bid Documents fee is Non-Refundable.</li> </ul> <p>19.2 <b>Please note that the Proposal, which does not include the Bid Documents fee and bid processing fees, would be rejected as non-responsive.</b></p>
<b>C. Submission, Opening and Evaluation</b>	
<b>20. Submission, Sealing, and Marking of Proposals</b>	<p>20.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission shall be Physically (hard copy).</p> <p>20.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for the Qualification Documents, Technical Proposal and the Financial Proposal and shall initial all pages as required. The authorization shall be in the form of a written power of attorney attached to the Qualification Documents Proposal.</p> <p style="padding-left: 40px;">20.2.1 A Proposal submitted by a Joint Venture shall be accompanied by the MoU of Joint Bidding signed by all members so as to be legally binding on all members, and by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>20.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>20.4 The signed Proposal shall be marked "Original", and its copies marked "Copy<sup>1</sup>" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If</p>

<sup>1</sup>Copy means photo copy(ies) of the original proposal.

	<p>there are discrepancies between the original and the copies, the original shall prevail.</p> <p>20.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “Technical Proposal”, <b>“Selection of Project Management Consultant (PMC) for Assisting Lucknow Smart City Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Lucknow City of Uttar Pradesh”</b>, reference number, name and address of the Consultant, and with a warning “Do Not Open until 03 December, 2016 and upto 1500 Hrs.”</p> <p>20.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “Financial Proposal” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “Do Not Open With The Technical Proposal.”</p> <p>20.7 The sealed envelopes containing the Qualification Documents, Technical and Financial Proposals shall be placed into one outer envelope and sealed (physically as well digitally as applicable). This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “Do Not Open Before 03 December, 2016 and upto 1500 Hrs.”</p> <p>20.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>20.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
<b>21. Confidentiality</b>	<p>21.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Qualification Documents, Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the</p>

	<p>Contract award information.</p> <p>21.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.</p> <p>21.3 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 on any matter related to the selection process, it should do so only in writing.</p>
<b>22. Performance Security</b>	<p>22.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security in the form of bank guarantee shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, <i>inter alia</i>, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:</p> <ul style="list-style-type: none"> <li>(a) If an Applicant engages in any of the Prohibited Practices specified in Clause 5 of this RFP;</li> <li>(b) if the Applicant is found to have a Conflict of Interest as specified in Clause 3 of this RFP; and</li> <li>(c) if the selected Applicant commits a breach of the Agreement.</li> </ul> <p>22.2 <b>An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security</b> for the purposes of this Clause 22, which may be forfeited and appropriated in accordance with the provisions hereof.</p>
<b>23. Opening of Technical Proposals</b>	<p>23.1 The Client's evaluation committee shall conduct the opening of the Qualification Documents &amp; Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend. The opening date, time and the address are stated in the <b>Data Sheet</b>. The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 26 of the ITC.</p> <p>23.2 At the opening of the Qualification Documents Proposals the following shall be read out:</p> <p>23.3 the name and the country of the Consultant or, in case of a</p>

	<p>Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members;</p> <p>23.4 the presence or absence of a duly sealed envelope with the Financial Proposal;</p> <p>23.5 any modifications to the Proposal submitted prior to proposal submission deadline; and</p> <p>23.6 any other information deemed appropriate or as indicated in the Data Sheet.</p>
<b>24. Proposals Evaluation</b>	<p>24.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Qualification Documents and Technical Proposals shall have no access to the Financial Proposals until the Qualification Documents &amp; technical evaluation is concluded.</p> <p>24.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Qualification documents, Technical and Financial Proposals.</p>
<b>25. Evaluation of Qualification Documents and Technical Proposals</b>	<p>25.1 The Client's evaluation committee shall evaluate the Qualification Documents and Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the <b>Data Sheet</b>. Firstly each responsive proposal's Qualification Documents shall be evaluated. The Consultants whosoever qualifies in the Qualification Documents their technical proposals shall be evaluated. Each qualified proposal in Qualification Documents will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
<b>26. Public Opening of Financial Proposals (for QCBS, methods)</b>	<p>26.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their <b>Financial Proposals will not be opened</b>. 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</p>

	<p>Consultant's attendance at the opening of the Financial Proposals is optional and is at the Consultant's choice.</p> <p>26.2 The Financial Proposals shall be opened by the Client's evaluation committee at the date and time in the presence of the representatives of those Consultants whosoever shall be present and whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.</p>
<b>27. Correction of Errors</b>	<p>27.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p>
<b>a. Time-Based Contracts/ Time based Contract linked with Performance</b>	<p>a) If a Time-Based contract linked with performance form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p>
<b>28. Taxes</b>	<p>28.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the Data Sheet.</p>
<b>29. Conversion to Single Currency</b>	<p>29.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.</p>

<b>30. Combined Quality and Cost Evaluation</b>	
<b>Quality- and Cost-Based Selection (QCBS)</b>	30.1 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>D. Negotiations and Award</b>	
<b>31. Negotiations</b>	<p>31.1 The negotiations will be held at the date and address indicated in the <b>Data Sheet</b> with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p>31.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.</p>
<b>a. Availability of Key Experts</b>	<p>31.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>31.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
<b>b. Technical negotiations</b>	31.5 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.
<b>c. Financial negotiations</b>	<p>31.6 The negotiations include the clarification of the Consultant's tax liability in the India and how it should be reflected in the Contract.</p> <p>31.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p><b>31.8 In the case of a Time-Based linked with Performance contract, unit rates negotiations shall not take place.</b></p>
<b>32. Conclusion of Negotiations</b>	<p>32.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.</p> <p>32.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
<b>33. Award of Contract</b>	<p>33.1 After completing the negotiations the Client shall sign the Contract; publish the award information as per the instructions in the <b>Data Sheet</b>; and promptly notify the other technically qualified Consultants Or upload the detail on the website.</p> <p>33.2 The Consultant is expected to commence the assignment on the date and at the location specified in the <b>Data Sheet</b>.</p>

## Instructions to Consultants

## E. Data Sheet

A. General	
ITC Clause Reference 1(b) (Definition)	Law of the land
2.1	<p><b>Name of the Client:</b> Lucknow Smart City Limited represented by the CEO</p> <p><b>Method of selection:</b> Quality and Cost Based Selection(Time Based ).</p>
2.2	<p><b>Financial Proposal to be submitted together with Qualification Documents and Technical Proposal:</b> Yes</p> <p><b>The name of the assignment is:</b> Selection of Project Management Consultant (PMC) for Assisting Lucknow Smart City Limited to Implement Smart City Projects under Smart City Mission (SCM) in Lucknow City of Uttar Pradesh</p>
2.3	<p><b>A pre-bid meeting will be held:</b> Yes</p> <p>Date of pre-bid meeting: <b>[05 November, 2016]</b>  Address: Committee Room, Lucknow Nagar Nigam Mukhyalaya, TrilokinathMarg, Lalbagh, Lucknow</p> <p>Telephone: <u>05222625960</u>  E-mail: <u>lkosmartcity@gmail.com</u></p> <p>Contact person/ coordinator:</p> <ol style="list-style-type: none"> <li>1. Shri P K Srivastava, Additional Chief Executive Office  Mail-id: <a href="mailto:prishna64@yahoo.com">prishna64@yahoo.com</a>, Cell: +91 9415609558</li> <li>2. ShriPankajBhushan, Environmental Engineer  Mail-id: <a href="mailto:pbgarg@yahoo.co.in">pbgarg@yahoo.co.in</a>, Cell: +91 9415188957</li> </ol>
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>Smart City ProposalofLucknowCitycan be downloaded from government of India's Smart</p>



	<p>City website <a href="http://lmc.up.nic.in/">http://lmc.up.nic.in/</a>, <a href="http://smartcities.gov.in">http://smartcities.gov.in</a> under city challenge and link <a href="http://smartcities.gov.in/winningCityFastTrack.aspx">http://smartcities.gov.in/winningCityFastTrack.aspx</a></p> <p>The Consultants are requested to study the document in detail.</p>
<b>4.1</b>	NA
<b>B. Preparation of Proposals</b>	
<b>9.1</b>	<p><b>This RFP has been issued in the English language.</b></p> <p><b>Proposals shall be submitted in English Language.</b></p> <p><b>All correspondence exchange shall be in English Language.</b></p> <p>No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English by approved/authorized/licensed translator<sup>2</sup>, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.</p>
<b>10.1</b>	<p><b>The Proposal shall comprise the following:</b></p> <p><b>Qualification Documents (Envelope-A)</b></p> <p><b>1<sup>st</sup> Inner Envelope</b></p> <ol style="list-style-type: none"> <li>(1) Letter of Submission of Proposal</li> <li>(2) Power of Attorney to sign the Proposal</li> <li>(3) Format for Memorandum of Understanding (MOU) for Joint Bidding in case of consortium</li> <li>(4) Financial Qualification Forms</li> <li>(5) Technical Qualification Forms</li> <li>(6) Affidavit Certifying that Consultant (Consulting Firm)/ Director(s) of Consulting Firm are not Blacklisted.</li> </ol> <p>AND</p> <p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>2<sup>nd</sup> Inner Envelope (Envelop-B)</b></p> <ol style="list-style-type: none"> <li>(1) TECH-1</li> </ol>

<sup>2</sup>Approved/authorized/licensed translator means certified by Government for document translation. The registration/certification number of the translator is mandatory to mention on the translated document along with full address, Phone number and mail-id.

	<p>(2) TECH-2 (3) TECH-3 (4) TECH-4 (5) TECH-5 (6) TECH-6</p> <p>AND</p> <p><b>3<sup>rd</sup> Inner Envelope with the Financial Proposal:</b></p> <p>(1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) FIN -5 (5)Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
<b>10.2</b>	<b>Statement of Undertaking is required : Yes</b>
<b>11.1</b>	<p><b>Joint venture (JV) can be maximum of 02 (two) partners.</b></p> <p>Participation of Key Experts and Non-Key Experts in more than one Proposal is permissible :NO</p>
<b>12.1</b>	<b>Proposals must remain valid for 180</b> calendar days after the proposal submission deadline (i.e., until:[insert date]).
<b>13.1</b>	<p><b>Clarifications may be requested no later than 02 (two) days prior to the pre-bid meeting date.</b></p> <p>The contact information for requesting clarifications is: Shri P K Srivastava, Additional Chief Executive Office Mail-id: <a href="mailto:pkrishna64@yahoo.com">pkrishna64@yahoo.com</a>, Cell: +91 9415609558</p>
<b>14.1.1</b>	<b>Deleted</b>
<b>14.1.2</b>	<p>As per the Detail provided in the TOR.</p> <p><b>Above values are given for evaluation and Comparison of proposals only. If a proposal includes less than the minimum time - input, the client will adjust the proposal price in line with standard procurement guide lines.</b></p> <p><b>The proposals that quoted higher than the required minimum of time -input will not be adjusted.</b></p>

<b>15.2</b>	<p>The format of the Technical Proposal to be submitted is: <b>Full Technical Proposal (FTP)</b>.</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><b>Reimbursable Expenses:</b></p> <p>(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></p> <p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>cost of office accommodation, including overheads and back-stop support;</i></p> <p>(4) <i>communications costs;</i></p> <p>(5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></p> <p>(6) <i>cost of reports production (including printing) and delivering to the Client;</i></p> <p>(7) <i>other allowances where applicable and provisional or fixed sums (if any)]</i></p> <p>(8) <i>[insert relevant type of expenses, if/as applicable]</i></p>
<b>16.2</b>	<p><b>A price adjustment provision applies to remuneration rates:</b> Yes.</p>
<b>16.3</b>	<p>Amount payable by the Client to the Consultant under the contract to be subject to local taxation: Yes</p> <p>- reimburse the Consultant for service tax at times of release of the bill after submission of proof of the payment of service tax-yes.</p> <p><b>-reimburse to the Consultant income tax paid in India on the remuneration for services provided by the non-resident staff of the consultant – No</b></p>
<b>16.4</b>	<p><b>The Financial Proposal shall be stated in the following currencies:</b></p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p><b>The Financial Proposal should state local costs in the Client's country currency (local currency):</b> Yes</p>

17.1	<p>An EMD of INR. 10,00,000/- (Rupees Ten lakh only) in the form of DD or BG as follows :</p> <ul style="list-style-type: none"> <li>(i) DD from a scheduled commercial bank in India and drawn in favour of the <b>Lucknow Smart City Limited</b> payable at <b>Lucknow</b>, must be submitted along with the Proposal.; or</li> <li>(ii) Bank Guarantee (BG) from a scheduled commercial bank in India and drawn in favour of the <b>Lucknow Smart City Limited</b> payable at <b>Lucknow</b>.</li> </ul> <p>Note: If the EMD is submitted through BG, the minimum validity date of the BG should be 180 days from the last date of submission of the bids.</p>
19.1	<p>Bid Documents fee INR. 50,000/- (Rupees fifty Thousand only) shall be paid through DD in favour of the <b>Lucknow Smart City Limited</b> and payable at <b>Lucknow</b>. The bid document fee is Non- Refundable.</p>
<b>C. Submission, Opening and Evaluation</b>	
20.1	<p><b>The Consultants shall submit their Proposals Physically (Hard Copy)</b></p> <ul style="list-style-type: none"> <li>a) The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be submitted as per the formats provided in the RFP.</li> <li>b) An authorized representative of the Consultant shall initial all pages of the original Technical Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The Technical Proposal shall be submitted in Physical form in original along with copies. The signed Technical Proposal shall be marked "ORIGINAL" and "COPY", as applicable. The financial Proposal shall be submitted only in Original.</li> <li>c) The original Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, EMD, cost of bid documents and power of authority shall be placed into an outer envelope and sealed physically as well as digitally as applicable. The technical proposal, EMD, power of authority and document fee shall be submitted as per clause 20.4. <b>The Financial Proposal shall be submitted only in Original and shall be sealed properly.</b> This outer envelope of the submission shall bear the submission address, name of assignment/reference number be clearly marked</li> </ul>

	<p>“DO NOT OPEN, BEFORE <i>[insert the time and date of the opening indicated in the Data sheet/key dates]</i>”. The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.</p> <p>d) The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Employer no later than the time and the date indicated in the Data sheet, or any extension to this. Any proposal received by the Employer after the deadline for submission shall be returned unopened.</p>
<b>20.4</b>	<p><b>The Consultant must submit the following:</b></p> <p><b>Physical Submission: One Original and 3 photocopy of the original proposal<sup>3</sup></b></p> <p><b>Qualification Documents (Envelop A)</b> Original Copy and one (3) photocopy of the original.</p> <p><b>Technical Proposal (Envelop-B)</b> Original Copy and One (3) photocopy of the original.</p> <p><b>Financial Proposal (Envelop-C)</b> Original Copy only</p>
<b>20.7 and 20.9</b>	<p><b>The Proposals must be submitted no later than:</b></p> <p><b>Date: 03 December, 2016</b></p> <p><b>Time: 1500 Hrs</b></p> <hr/> <p><b>The Proposal submission address is:</b> Shri P K Srivastava Additional Chief Executive Officer, Lucknow Smart City Limited Lucknow Nagar Nigam Mukhyalaya, Trilokinath Marg, Lalbagh, Lucknow</p>
<b>23.1</b>	<p><b>An online option of the opening of the Technical Proposals is offered: NO</b></p> <p><b>The opening shall take place at:</b> Same as the Proposal submission address</p>

<sup>3</sup> SPV to change as per existing procedure

	Date and Time: <b>03 December, 2016, 1600 Hrs.</b>
<b>23.2</b>	<b>In addition, the following information will be read aloud at the opening of the Technical Proposals N/A</b>
<b>25.1</b>	<p>Qualification Documents (Envelop A):</p> <p><b>25.1.1. Registration:</b></p> <ul style="list-style-type: none"> <li>a. The Consultant shall be an entity incorporated under the Indian Companies Act 1956/2013 or incorporated under equivalent law abroad or the Consultant should be a firm/LLP and should submit registration /incorporation under the governing legislation. The Consultant shall be required to submit a true copy of its Incorporation Certificate along with the Proposal.</li> <li>b. Consultant must have a valid service tax registration in India. The Consultant shall be required to submit a true copy of its Service Tax registration certificate along with the Proposal.</li> <li>c. The consultant must have an operational office for the last three years in India.</li> </ul> <p>Note: All the Consultant/JV / consortium members shall meet the above condition [Maximum number of members in a JV / consortium shall be Two].</p> <p><b>25.1.2. Financial Eligibility :</b></p> <ul style="list-style-type: none"> <li>a. Minimum Average Annual Turnover from professional fee: Indian Rupees 50.00 Crore in the last three financial years 2013-14, 2014-15 and 2015-16. The professional fees includes like consultancy services, project monitoring services/project implementation services etc.</li> </ul> <p>Note:</p> <ul style="list-style-type: none"> <li>b. In case of JV/Consortium, minimum annual average Turnover of each Company should not be less than Rupees 10.00 Crore, subject to the satisfying Clause 25.1.2 as JV/Consortium on cumulative basis.</li> </ul> <p><b>25.1.3 Technical Eligibility:</b></p> <p>The Consultant shall over the past 10 years preceding the Proposal submission due date, demonstrate experience in assignments at governmental levels (Central/State/Municipal/). Sub Criteria is given below:</p>

	<p>(a) Experience of operating a PMC/ PIU at Central/state/ULB level for more than one year where scope of work should include bid process management, PPP, project appraisal support with consultancy fees more than Rupees 100.00 Lac.</p> <p>(b) Experience in conducting detailed feasibility study of integrated Infrastructure Projects (Sector/ Area development or Redevelopment) in any of the following sectors:</p> <ul style="list-style-type: none"> <li>a. Townships; or</li> <li>b. Special Economic Zones/Industrial Areas; or</li> <li>c. Area/Sector Development; or</li> <li>d. Integrated Real Estate Development</li> <li>e. Heritage and Tourism</li> <li>f. Renewable energy &amp; energy efficiency</li> </ul> <p>(c) Experience in Infrastructure Projects (City level) in any of the following like</p> <ul style="list-style-type: none"> <li>a. Water supply system; or</li> <li>b. Storm Water drainage; or</li> <li>c. Sewerage System; or</li> <li>d. Reuse of waste water; or</li> <li>e. Urban Transport; or</li> <li>f. Solid Waste Management</li> </ul> <p>(d) Experience of at least 5 PPP transaction advisory projects in sectors such as Urban Infrastructure/ Real estate/ Industrial Infrastructure/ Tourism/ Transport of over more than project cost INR 200 crore each in preceding 5 years, prior to the date of issue of this RFP</p> <p>(e) Experience in project development/ IT Advisory of Digital Solutions in at least two of the following sectors:</p> <ul style="list-style-type: none"> <li>a. City Surveillance</li> <li>b. Intelligent Transport Management System</li> <li>c. Smart Urban Mobility Card</li> <li>d. Performance Dashboard</li> <li>e. IT Connectivity and Digital Infrastructure</li> </ul>		
	<p><b>25.1.4 Technical proposal (Envelop B)</b></p> <p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p>		
	<b>S No</b>	<b>Description</b>	<b>Maximum Points</b>

	<b>(i)</b>	Specific experience of the Consultant (as a Firm) relevant to the assignment	<b>30</b>
		Sub Criteria	
		a. Experience of operating a PMC/ PIU/PMA at State Government/ULB/Development Authority level for more than one year where scope of work should include project development and appraisal support, bid process management, with consultancy fees more than Rupees 100.00 Lac.	<b>5</b>
		b. Experience in Urban Heritage/Tourism/Renewable Energy/Energy Efficiency assignments for providing Project Development/ Project management/project Design & Supervision/ Project Design, Supervision and Management consultancy services at governmental levels (Central/State/Municipal/PublicSector Undertaking).	<b>5</b>
		c. Experience in Infrastructure Projects (City level) in any of the following like <ul style="list-style-type: none"> <li>(a) Water supply system; or</li> <li>(b) Storm Water drainage; or</li> <li>(c) Sewerage System; or</li> <li>(d) Reuse of waste water; or</li> <li>(e) Urban Transport; or</li> <li>(f) Solid Waste Management</li> </ul>	<b>5</b>
		d. The Applicant shall have, over the past 10 (Ten) years preceding the date of submission of this bid, experience in providing consultancy services as knowledge partner/transaction advisor for Investment promotion to Central /State Government .	<b>5</b>
		e. Experience in Infrastructure Projects (Sector/ Area development or redevelopment) in any of the following like <ul style="list-style-type: none"> <li>(i) Townships; and/or</li> <li>(ii) Special Economic Zones; and/or</li> <li>(iii) Area/Sector Development; and/or</li> <li>(iv) Integrated real estate development</li> </ul>	<b>5</b>
		f. Experience in project development/ IT Advisory of Digital Solutions in at least two of the following sectors: <ul style="list-style-type: none"> <li>(i) City Surveillance</li> </ul>	



		(ii) Intelligent Transport Management System (iii) Smart Urban Mobility Card (iv) Performance Dashboard (v) IT Connectivity and Digital Infrastructure	5
	(ii)	<b>Adequacy and quality of the proposed methodology, and work plan in responding to the terms of Reference (TORs)</b>	20
		<b>Sub Criteria</b>	
		(a) Technical Approach, Methodology including Presentation <sup>4</sup> – 10 Marks (b) Work Plan – 5 Marks (c) Organization and Staffing – 5Marks  <i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs as applied to the Smart City Proposal (SCP), work plan to analyze the SCP is realistic and implementable; overall team composition is balanced and has an appropriate skills mix to convert the SCP to modules/projects ; and the work plan has right input of Experts}</i>	
	(iii)	<b>Key professional staff qualifications and competence for the assignment</b> <i>Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</i>	50
	<b>S No</b>	<b>Position</b>	<b>Marks</b>
<b>Core Team</b>			
	1	Project Manager/Team Leader	6
	2	Financial Expert	4
	3	PHE Expert/Municipal Engineer	4

<sup>4</sup>For Technical approach and methodology presentation Consultants whosoever Shall qualify in the qualification documents shall be informed electronically in writing regarding the date of presentation.

	4	E-Governance / ICT Expert	4
	5	Procurement Expert	4
<b>Expert Team</b>			
	6	Project Director cum Smart City Implementation Expert	7
	7	Intelligent Traffic System Expert	3
	8	Project Finance cum PPP expert	3
	9	Communication & Branding Expert	3
	10	Civil Engineer	3
	11	Urban Planner	3
	12	Heritage & Tourism Expert	3
	13	Geo- Spatial Expert	3
		<p><b>Total points for the criteria: 100</b></p> <p><b>The minimum technical score (St) required to pass is: 60</b></p> <p><b>For all the above positions except Infrastructure Specialist</b></p> <p>1) General qualifications(general education, training, and experience): 20%</p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments ): 80%</p> <p>Total weight : 100%</p> <p><b>For the positions of Infrastructure Specialist</b></p> <p>1) General qualifications (general education, training, and experience): 20%</p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 75%</p> <p>3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 5%</p> <p>Total weight: 100%</p>	

<b>27.1 &amp; 27.2</b>	An online option of the opening of the Financial Proposals is offered: <b>NO</b>
<b>28.1</b>	<p>For the purpose of the evaluation, the Client will exclude:</p> <p>(a) all local identifiable indirect taxes such as Service Tax, or similar taxes levied on the contract's invoices; and</p> <p>(b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
<b>29.1</b>	<p><b>The single currency for the conversion of all prices expressed in various currencies into a single one is: <u>Indian Rupees</u></b></p> <p>The official source of the selling (exchange) rate is: <b><u>State Bank of India [SBI] (New Delhi) BC Selling rate of Exchange.</u></b></p> <p>The date of the exchange rate is: <b>Dead line for submission of proposals specified in para 20.7 above</b></p>
<b>30.1 (QCBS only)</b>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><math>Sf = 100 \times Fm / F</math>, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b>  <b>T = 0.8, and</b>  <b>P = 0.2</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>

	<b>D. Negotiations and Award</b>
<b>31.1</b>	<b>Expected date and address for contract negotiations:</b> <b>Date :</b> Will be intimated Later <b>Address:</b>
<b>32.1</b>	<b>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:</b> Will be intimated Later.  The publication will be done within 15days after the contract signing.
<b>33.1</b>	<b>Expected date for the commencement of the Services:</b> <b>Date:</b> Will be intimated later <b>at:</b> Lucknow (Uttar Pradesh)

---

## Section 3. Qualification documents and Technical Proposal – Standard Forms

### QUALIFICATION DOCUMENTS

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

---

{Location, Date}

---

To:

[ Insert Address]

**Sub: Selection of Project Management Consultant (PMC) for Assisting Lucknow Smart City Limited to Implement Smart City Projects under Smart City Mission (SCM) in Lucknow City of Uttar Pradesh.**

Dear Sirs:

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

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

{OR

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Client's policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a any State Government or Government of India or any multilateral funding agency or any Government of the all the eligible countries.
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of India.
- (g) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 31.4 may lead to the termination of Contract negotiations.
- (h) We confirm that our Application is valid for a period of 180 (one hundred and eighty) days from 01.12.2016 (Proposal submission Due Date)
- (i) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 33.2 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): \_\_\_\_\_

**APPENDIX 2: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION**

(On Non – Judicial stamp paper of Rs 100/- or such equivalent amount and document duly attested by notary public)

**Power of Attorney**

Know all men by these presents, we ..... (name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our application for **Selection of Project Management Consultant (PMC) for Assisting Lucknow Smart City Limited to Implement Smart City Projects under Smart City Mission (SCM) in Lucknow City of Uttar Pradesh..(the “Project”)**, including signing and submission of all documents and providing information / responses to Lucknow Smart City Limited, representing us in all matters before Lucknow Smart City Limited, and generally dealing within all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

*Note:*

- *To be executed by the Lead Member in case of a Consortium.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *In case the Application is signed by an authorised Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power*

of Attorney.

**APPENDIX 2 : FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM**

(On Non – Judicial stamp paper of Rs 100/- or such equivalent amount and

Document duly attested by notary public)

**Power of Attorney**

**Whereas** Lucknow Smart City Limited has invited applications from interested parties for Assisting Lucknow Smart City Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Lucknow City of Uttar Pradesh **(the “Project”)**,

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Qualification Document, and other connected documents in respect of the Project, and

Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSTHAT;

We, M/s. .... (Lead Member), and M/s ..... (the respective names and addresses of the registered office) do hereby designate M/s. .... being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium’s bid for the Project, including submission of Application for Qualification/ Application, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with , any other Government Agency or any person, in connection with the Project until culmination of the process of bidding and thereafter till the execution of the Contract Agreement is entered into with .

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member, our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us/Consortium.

Dated this the .....Day of .....2016

.....

(Executants)

**(To be executed by all the members of the Consortium)**

*Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*



**APPENDIX-3 : FORMAT FOR MEMORANDUM OF UNDERSTANDING (MOU) FOR JOINT BIDDING**

(On Non – judicial stamp paper of Rs 100/- or of appropriate value and  
Document duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this \_\_\_\_day of \_\_\_\_\_ 2016 at \_\_\_\_\_among\_\_\_\_\_ and having its registered office at \_\_\_\_\_, (hereinafter referred as"\_\_\_\_\_", which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the First Part  
and

\_\_\_\_\_ and having its registered office at \_\_\_\_\_, (hereinafter referred as"\_\_\_\_\_", which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Second Part  
and

The parties are individually referred to as Party and collectively as Parties.

**WHEREAS Assisting Lucknow Smart City Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Lucknow City of Uttar Pradesh ("Project") as per the terms contained in the RFP Document.**

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

**IT IS HEREBY AS MUTUAL UNDERSTANDING OF THE PARTIES AGREED AND DECLARED AS FOLLOWS:**

1. That the roles and the responsibilities of each Party at each stage of the Project shall be as follows:
2. That the Parties shall be jointly and severally liable for the execution of the Projects arising from the States, Union Territories, as the case may be and in accordance with the terms of the Contract Agreement to be executed on award of the such Projects.
3. That this MoU shall be governed in accordance with the laws of Land(India0 and courts in Lucknow shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

1. First Party
2. Second Party
3. Third Party

-----

n ---- Party

Witness:

1.-----

2.-----

**APPENDIX – 4 FINANCIAL QUALIFICATION OF THE APPLICANT**

S. No.	Financial Year	Annual Turnover (Rs. crore)
1.	Financial Year 2013-14	
2.	Financial Year 2014-15	
3.	Financial Year 2015-16	

*Note: The audited Financial Statements for the corresponding year has to be attached.*

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

(Signature, name and designation of the authorized signatory for the Auditor's Firm)

**APPENDIX –5 TECHNICAL QUALIFICATIONS EXPERIENCE**

[The following table shall be filled in for the Consultant and for each member of the Consortium]

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

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

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

Tender no and Title: *[Insert Tender number]*

Page *[Insert Page Number]* of *[Insert total number of pages]*

*[Identify contracts that demonstrate coetaneous infrastructure projects experience over the past 10 (ten) years pursuant to Qualification criteria and Requirements. List contracts chronologically, according to their commencement (starting date)]*

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR. equivalent)/ Amount paid to your firm	Role on the Assignment	Certificate from the client provided
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country}	{e.g., INR 01 Cr.}	{e.g., Lead partner in a JV A&B&C}	Yes/No  a. Copy of agreement/if international then apostle; b. Copy of completion certificate; [Issued by Competent Authority]
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....”: drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., INR 2 Cr.}	{e.g., sole Consultant}	Yes/No  Copy of agreement/if international then apostle; b. Copy of completion

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR. equivalent)/ Amount paid to your firm	Role on the Assignment	Certificate from the client provided
					n certificate ; [Issued by Competent Authority]

(Name and Sig of Authorized Signatory)

**APPENDIX 6: FORMAT FOR AFFIDAVIT CERTIFYING THAT CONSULTANT (CONSULTING FIRM)/ DIRECTOR(S) OF CONSULTING FIRM ARE NOT BLACKLISTED**

**(On a Stamp Paper of relevant value)**

**Affidavit**

IM/s. .... (Sole Applicant / Lead Member/ Other Member /s)), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred or blacklisted by any state government or central government / department / agency/PSU in India or abroad from participating in Project/s, either individually or as member of a Consortium as on \_\_\_\_\_.

We further confirm that we are aware our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the Contract period.

Dated this .....Day of ....., 201....

Name of the Applicant

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note:

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

### Technical proposal Submission Forms

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

#### CHECKLIST OF REQUIRED TECHNICAL PROPOSAL FORMS

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

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

---

{Location, Date}

---

To:

**The Chief Executive Officer**  
Lucknow Smart City Limited  
Lucknow Nagar Nigam Mukhyalaya  
Trilokinath Marg  
Lalbagh  
Lucknow

Dear Sirs:

We, the undersigned, offer to provide the consulting services for ***“Selection of Project Management Consultant (PMC) for Assisting Lucknow Smart City Limited to Implement Smart City Projects under Smart City Mission (SCM) in Lucknow City of Uttar Pradesh”*** in accordance with your Request for Proposals dated 01.12.2016 and our Proposal for QCBS method of selection. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate sealed envelope”.

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

{OR

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

We hereby declare that:

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

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Client's policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our sub-consultants, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a any State Government or Government of India or any multilateral funding agency or any Government of the all the eligible countries.
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of India.
- (g) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 33.2 of the Data Sheet.

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

We remain,

Yours sincerely,

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

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

Name of Consultant (company's name or JV's name): \_\_\_\_\_

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

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

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



**FORM TECH-2**

**CONSULTANT'S ORGANIZATION AND EXPERIENCE**

---

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

**A - Consultant's Organization**

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment. The consultant will submit proof of office as per requirement of Clause 25.1 of Data sheet
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

**B - Consultant's Experience**

---

1. List only previous similar assignments successfully completed<sup>5</sup> in the last 10 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

---

<sup>5</sup> For similar assignments successfully completed, [Copy of agreement/if international then apostle; or Copy of completion certificate](#) issued by Competent Authority showing the name of the assignment, period (date of commencement, date of completion (Original completion date as per contract, revised completion date (if any), actual completion date), amount (original contract amount, revised contract amount after variation (if any))), the needs to be attached with the assignment.

Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in Rs. equivalent)/ Amount paid to your firm	Role on the Assignment	Certificate from the client provided
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country}	{e.g., INR 01 Cr.}	{e.g., Lead partner in a JV A&B&C}	Yes/No  a. Copy of agreement/if international then apostle; b. Copy of completion certificate; [Issued by Competent Authority]
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., INR 2 Cr.}	{e.g., sole Consultant}	Yes/No  a. Copy of agreement/if international then apostle; b. Copy of completion certificate; [Issued by Competent Authority]

**FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)**

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

---

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

**A - On the Terms of Reference**

{Improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

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

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

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

---

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

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

- a) Technical Approach, Methodology and presentation
  - b) Work Plan
  - c) Organization and Staffing}
- a) **Technical Approach, Methodology and presentation.**{Please explain your understanding of the objectives of the assignment as outlined in 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.}

**Note : Please enclose detail for category a, b and c separately**

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

**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

N°	Deliverables <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
<b>A-1</b>	(e.g. Module 1, Activity #1)												
	Integrated Projectctisation												
	Review of existing status of physical infrastructure												
	Carry out necessary surveys												
<b>A-2</b>	{e.g.,Module 1 Activity#2:.....}												
	Preparation of feasibility Study												
<b>A-n</b>													


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


## FORM TECH-6(FOR FTP AND STP)

## TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

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

- For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC25.1.
- Months are counted from the start of the assignment/mobilization. One (1) month equals to average twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- "Home" means to work done from any place other than the Municipal Boundaries of Lucknow Town (Uttar Pradesh), India. "Field" means to work done at Lucknow (within the Municipal Boundaries of Lucknow Town), Uttar Pradesh, India.

Full time input 

Part time input 

**FORM TECH-6  
(CONTINUED)**

**CURRICULUM VITAE (CV)**

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

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

---



---

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

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

**Membership in Professional Associations and Publications:**

---

**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

---

**Adequacy for the Assignment:**

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which theExpert will be involved}	

**Expert's contact information:** (e-mail....., phone.....)

**Certification:**

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

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized  
Representative of the Consultant  
(thesame who signs the Proposal)

Signature

Date



---

## Section 4. Financial Proposal - Standard Forms

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

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

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Remuneration, including Appendix A "Financial Negotiations -
- FIN-4 Reimbursable Expenses
- FIN -5 Rates of Domain Expert – **NOT TO BE USED FOR EVALUATION PURPOSE**

**FORMFIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To:

[Insert the name of the SPV]

**[Insert Address]**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Assisting [Insert the name of the SPV] to Selection of Project Management Consultant (PMC) for Assisting Lucknow Smart City Limited to Implement Smart City Projects under Smart City Mission (SCM) in Lucknow City of Uttar Pradesh in accordance with your Request for Proposal dated 01.12.2016 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}, *“including” of all indirect local taxes in accordance with Clause 31.1 in the Data Sheet.* The estimated amount of local indirect taxes (service Tax) is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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

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

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

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

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

We remain,

Yours sincerely,

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

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

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

Address: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

## FORM FIN-2 SUMMARY OF COSTS

Item	COST
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used}
	{Indian National Rupee}
<b>Cost of the Financial Proposal</b>	
Including:	
(1) Remuneration	
(2) Reimbursables	
<b>Total Cost of the Financial Proposal:</b> {Should match the amount in Form FIN-1}	
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>	
(i) {Service Tax}	
<u>Total Estimate for Indirect Local Tax</u> <u>{service Tax}:</u>	

Footnote: Payments will be made in INR

## FORMFIN-3BREAKDOWN OF REMUNERATION

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

A. Remuneration					
No.	Name	Position (as in TECH-6)	Person-day Remuneration Rate	Time Input in Person/Days (from TECH-6)	{Indian National Rupee}
<b>Key Experts (Core Team)</b>					
K-1			[Home]		
			[Field]		
K-2					
<b>Non-Key Experts (Support Team &amp; Support Staff)</b>					
N-1			[Home]		
N-2			[Field]		
Total Costs					

**FORMFIN-4BREAKDOWN OF REIMBURSABLE EXPENSES**

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

B. Reimbursable Expenses					
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Indian National Rupee}
___	{e.g., Per diem allowances**}	{Day}		_____	
___	{e.g., International flights}	{Ticket}		_____	
___	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between Insert place and Insert place}				_____
	{e.g., reproduction of reports}				_____
	{e.g., Office rent}				_____
	{e.g., Cost of engaging the STQC and or Third party Audit}				_____
	.....				_____
	{Training of the Client's personnel – if required in TOR}				_____
Total Costs					

**Legend:**

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

**FORM FIN-5**  
**MAN –MONTH RATES OF DOMAIN EXPERTS**  
**(NOT TO BE USED FOR FINANCIAL EVALUATION)**

Sr. No.	Position	Minimum Qualification	Minimum Experience	Man Month Rates
1.	Public Health Engineering Expert	BE /B.tech Civil	<ul style="list-style-type: none"> <li>10 Years' experience in Urban Sector -in Water, sewerage , drainage</li> </ul>	
2.	Heritage Conservation / Inner City Renewal Expert	Graduate in Architecture/Heritage/ Conservation/urban planning from reputed institute	<ul style="list-style-type: none"> <li>10 years of experience in urban sector</li> </ul>	
3.	Electrical Expert	Graduate in Electrical engineering	<ul style="list-style-type: none"> <li>Should have a minimum 10 years of experience for electrical design of public utility</li> </ul>	
4.	Road Engineer	Degree in Civil Engineering	<ul style="list-style-type: none"> <li>Should have 10 years of experience in road design</li> </ul>	
5.	Electronics Experts	Degree in Electronics Engineering	<ul style="list-style-type: none"> <li>Should have 5 years of experience in traffic signalling systems</li> </ul>	
6.	IT Systems Architect	Degree in Information Technology/ Electronics Engineering or equivalent	<ul style="list-style-type: none"> <li>10 years of experience in systems design, SI scope and SLAs framework, and integration of different modules</li> </ul>	
7.	Common payment card module expert	Masters in Computer Application/ B-Tech in Computer Science/ IT	<ul style="list-style-type: none"> <li>Minimum 10 years of experience Should have experience of consulting / implementing at least 2 interoperable payment mechanism</li> </ul>	

Note: These rates are for reference purpose. The consultants are not required to submit the CVs of these personnel. However, when required the consultant shall take the approval of CVs of domain expert required prior to using their services.

## Section 5. Eligible Countries

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



## **Section 6. Corrupt and Fraudulent Practices**

- 6.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 6.2 Without prejudice to the rights of the Client under Clause 6.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 6.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the

Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>6</sup>;
- (e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (f) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

---

<sup>6</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

---

## Section 7. Terms of Reference

### 7.1. Background

- 7.1.1. Government of India has announced the list of 60 cities to be taken up for development as smart cities in two rounds. The cities have to now move towards converting their plan proposals to projects. As part of the Smart City Proposal, the city of Lucknow has set its vision for Smart City as follows:

*"Lucknow Smart City aspires to leverage its Culture and Heritage by investing in Inclusive and Transformative Solutions that enhance the Quality of Life for its Citizens"*

### 7.2. Objective of the Assignment

- 7.2.1. The objective of the assignment is to provide technical support in Implementation of Area Based & Pan City Development Projects to Lucknow Smart City Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Lucknow City of Uttar Pradesh as per para 10.6 of Smart City Mission Guidelines over a period of **thirty Six months**.

### 7.3. Scope of Services

The Consultant shall support the Lucknow Smart City Limited in overall project management of Smart City projects of Lucknow City.

The PMC shall be responsible for the following tasks:

#### **I. Strategic Advisory:**

The consultant shall provide strategic inputs to SPV during its formative weeks. Key tasks envisaged are:

#### **A. Organisational ground setting**

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

---

## **B. Financing strategy**

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

## **C. Program design and planning**

The smart city projects are categorised under four major project groups such as Livable Lucknow, Mobility Lucknow, Clean Lucknow and Prosperous Lucknow. These project modules are diverse in nature encompassing multiple projects synchronized to deliver the desired outcome as per Lucknow Smart City Plan.. The scope of work shall include:

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

---

## **II. Project Management Consultancy:**

### **Design phase**

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

### **Implementation Phase**

- i. Prepare tender documents for procurement of Implementation Agencies (IA) that shall be vendors/ contractors/ developers/ service providers, as per project design
- ii. Prepare tender notices and assist SPV in organising pre bid meetings for hiring Implementation Agencies
- iii. Support SPV in bid process management including bid evaluation, negotiation and award of contracts for procuring Implementation Agencies
- iv. Assist SPV in drafting and award of final work/ service contract
- v. Undertake periodic review and monitoring of projects under implementation and evaluate performance of Implementation Agencies
- vi. Assist SPV in hiring independent evaluators, wherever required, for construction supervision

---

### **Monitoring and evaluation**

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

### **Knowledge management support**

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

## **7.4. Team Composition & Qualification Requirements**

The broad indicative team requirement of professionals as core team and support staff has been indicated below. The CVs of the core team shall be evaluated for technical score are indicated below:

Sr. No.	Position	Man Months	Minimum Qualification	Minimum Experience

Core Team				
1.	Project Manager/ Team Leader	36	Master in Planning/Management	<ul style="list-style-type: none"> <li>• 10 Years' experience in Urban Sector</li> <li>• Experience of Project Management in Urban Planning &amp; Development.</li> </ul>
2.	Financial Expert	36	Master in Business Administration (Finance)/CA/CFA	<ul style="list-style-type: none"> <li>• 5 years of experience in urban sector including urban planning.</li> <li>• Experience in financial analysis of real estate projects</li> </ul>
3.	Municipal Engineer/PHE expert	36	Graduate degree in Civil or equivalent	<ul style="list-style-type: none"> <li>• 5 Years of experience in project design &amp; development in urban sector</li> </ul>
4.	e-Governance/ ICT Expert	36	Graduate degree in Engineering (Information Technology / Computers / Electronics ) or equivalent	<ul style="list-style-type: none"> <li>• 5 years' relevant experience</li> <li>• Experience in working with the Gov/State Government/ ULB or similar institution for implementation of e-governance projects</li> </ul>
5.	Procurement Expert	36	Graduate degree in Engineering/ Management/ law / Business Administration or Equivalent	<ul style="list-style-type: none"> <li>• 5 years' experience in the area of public procurement</li> <li>• Experience in construction procurement / contract management in infrastructure projects.</li> <li>• Experience of PPP procurements</li> </ul>
Expert Team				
6.	Project Director cum Smart City Implementation Expert	15	Master in Management /Planning/Engineering And Graduate in Engineering	<ul style="list-style-type: none"> <li>• 15 Years' experience in Urban Sector</li> <li>• Experience of Project Management in Urban Planning &amp; Development.</li> <li>• 4 year's international experience in implementation of smart city solutions</li> <li>• Experience of working with MoUD would be added advantage</li> </ul>

---

7.	Intelligent Traffic System Expert	12	Post Graduate in Engineering /Urban transport	<ul style="list-style-type: none"> <li>• 8 years of experience in urban mobility infrastructure projects including ITMS</li> <li>• Should have worked on at least 3 ITMS projects</li> </ul>
8.	Project Finance cum PPP Expert	15	MBA Finance/CFA/CA	<ul style="list-style-type: none"> <li>• 15 years of experience in Project finance of infrastructure projects</li> <li>• Experience of working with Central/State government agencies for conducting financial feasibility and project structuring of large area development projects</li> <li>• Experience of financial planning of central government funded projects</li> <li>• Should have worked on at least 3 Smart City Projects</li> </ul>
9.	Communication & Branding Expert	10	MBA (Marketing)/ Master's Degree in Mass Communication/ Public Relations.	<ul style="list-style-type: none"> <li>• 8 years' relevant experience</li> <li>• Experience of anchoring branding, marketing and public communication of large scale programs/projects (preferably for Government)</li> </ul>
10.	Municipal Engineer	15	Master degree in Civil/Electrical/Environment Engineering or equivalent	<ul style="list-style-type: none"> <li>• 5 Years of experience in PHE</li> <li>• Well versed with Projects Control toolkit to track planned vs. actual progress in a meticulous way</li> <li>• Ability to run project review across disciplines and escalate matters to Project Manager</li> </ul>
11.	Urban Planner	15	Masters in Urban Planning	<ul style="list-style-type: none"> <li>• Atleast 15 Years of relevant experience in Urban sector</li> <li>• Should have worked on urban plans/smart city plans</li> <li>• International experience would be added advantage</li> </ul>



12.	Heritage/tourism Expert	10	Masters in Tourism/heritage Building conservation or equivalent	<ul style="list-style-type: none"> <li>• 10 years' of experience in promotion of Heritage/tourism Expert sector</li> <li>• Experience of working with Industries/commerce department in Central/state government for investment promotion</li> </ul>
13.	Geo –Spatial Expert	10	Master in Geography with Post-Graduate Diploma in Remote Sensing & GIS/Master in Remote Sensing & GIS	<ul style="list-style-type: none"> <li>• 5 years' of experience in Remote Sensing &amp; GIS in Urban sector</li> </ul>

From the above mentioned team, core team shall be stationed full time in Lucknow whereas the support staff shall be required on need basis and shall contribute as per the man month requirement indicated above. Apart from the above team the consultants shall also provide rates for domain expert mentioned below:

Domain Experts			
Sr. No.	Position	Minimum Qualification	Minimum Experience
1.	Public Health Engineering Expert	BE /B.tech Civil	<ul style="list-style-type: none"> <li>• 10 Years' experience in Urban Sector -in Water, sewerage , drainage</li> </ul>
2.	Heritage Conservation / Inner City Renewal Expert	Graduate in Architecture/Heritage Conservation/urban planning from reputed institute	<ul style="list-style-type: none"> <li>• 10 years of experience in urban sector</li> </ul>
3.	Electrical Expert	Graduate in Electrical engineering	<ul style="list-style-type: none"> <li>• Should have a minimum 10 years of experience for electrical design of public utility</li> </ul>
4.	Road Engineer	Degree in Civil Engineering	<ul style="list-style-type: none"> <li>• Should have 10 years of experience in road design</li> </ul>
5.	Electronics Experts	Degree in Electronics Engineering	<ul style="list-style-type: none"> <li>• Should have 5 years of experience in traffic signalling systems</li> </ul>
6.	IT Systems Architect	Degree in Information Technology/ Electronics Engineering or equivalent	<ul style="list-style-type: none"> <li>• 10 years of experience in systems design, SI scope and SLAs framework, and integration of different modules</li> </ul>

---

7.	Common payment card module expert	Masters in Computer Application/ B-Tech in Computer Science/ IT	<ul style="list-style-type: none"> <li>Minimum 10 years of experience Should have experience of consulting / implementing at least 2 interoperable payment mechanism</li> </ul>
----	-----------------------------------	---	---

The consultants are required to quote the man month rates for the domain experts. These experts shall be utilized on need basis in consultation with the SPV. However these rates shall not be used for financial evaluation. . The consultants are not required to submit the CVs of these personnel.

**Note:**

- The Position of professionals is illustrative and may change as per the requirement of the project.**
- The Consultant shall deploy Support Team as per the requirement. The Support Team may also include technical associates, analysts, surveyor, quantity surveyors, field engineers etc.
- The Consultant may bid/working for other Smart City projects, but it shall propose a separate team for Lucknow Smart City. If at any time it is found by the authority that professional proposed is also part of another Smart City Team then the Client may disqualify the Consultant. It is further clarified that when any Expert other then Core team member should not be employed on another Smart City while working in LSCL.**

**7.5. Reporting Requirements and Time Schedule and Deliverables**

The consultant will submit monthly progress reports at the end of each month during the course of assignment mentioning status/ progress of work, activities performed, and issues resolved/to be resolved related to assignments during the month.

**7.6. Client's Input and Counterpart Services and Facilities**

*(a) Services, facilities and property to be made available to the Consultant by the Client:*

- The Client shall provide furnished office space along with requisite infrastructure within its office.

*b) Professional and support counterpart personnel to be assigned by the Client to the Consultant's team:*

- None

*(c) The Consulting firm will be responsible to:*

- 
- Arrange for alloffice equipment (computers, printers etc) and office operation related facilities for PMCteam. Client shall provide furnished office space along with requisite infrastructure within its office.
  - Arrange for data collection, survey and investigation, preliminary design, report preparation of reports for projects modules
  - Arrange for communication related to contract, data processing and necessary stationeries; and
  - Arrange for all transportation and travelling required for the assignments to perform the consultancy services/job.

---

**Section 8. Standard Form of Contract**

Attached Separately as Part-II