

REQUEST FOR PROPOSAL

For

**Selection of Project Management Consultant (PMC) to Design,
Develop, Manage and Implement Smart City Projects**

Under

SMART CITY MISSION (SCM)

in

AGARTALA CITY (TRIPURA)

Issued on: 21/07/2017

Employer: Chief Executive Officer,

AGARTALA SMART CITY LIMITED (ASCL)

Agartala, Tripura.

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Reference No.: No.F.2(ASCL)/2016-17

Project Name: SMART CITY MISSION (SCM)

Name of The Department: AGARTALA SMART CITY LIMITED (ASCL)

Title of Consulting Services: PROJECT MANAGEMENT CONSULTANT (PMC) TO DESIGN, DEVELOP, MANAGE AND IMPLEMENT SMART CITY PROJECTS UNDER SMART CITY MISSION (SCM) IN AGARTALA CITY.

Section-1. Letter of Invitation

1. The AGARTALA SMART CITY LIMITED (ASCL) (hereinafter called Employer) is executing SMART CITY MISSION (SCM) in AGARTALA City.
2. The Employer invites proposal to provide the following consulting services: **PROJECT MANAGEMENT CONSULTANT (PMC) TO DESIGN, DEVELOP, MANAGE AND IMPLEMENT SMART CITY PROJECTS UNDER SMART CITY MISSION (SCM) IN AGARTALA CITY.**
More details on the services are provided in the Terms of Reference in this RFP document and qualification requirement is at Instructions to Consultants.
3. A firm will be selected under “Combined Quality Cum Cost Based System (CQCCBS)” and procedures described in this RFP.
4. The RFP includes the following documents:


Section-1	-	Letter of Invitation
Section-2	-	Information to Consultants (including Data Sheet)
Section-3	-	Technical Proposal - Standard Forms
Section-4	-	Financial Proposal – Standard Forms
Section-5	-	Terms of Reference
Section-6	-	Standard Forms of Contract
5. The RFP documents may be downloaded from the official website- <http://smarcities.gov.in> , <https://smartnet.niua.org/> , <http://tripura.gov.in/> , <http://agartalacity.tripura.gov.in/> and <http://tenders.gov.in>

6. Proposal must be delivered:

- Agartala Municipal Corporation, 5th Floor, City Centre, Paradise Chowmohani, Agartala, 799001
- at or before **3:00 pm on 31/08/2017**.
- Together with a bid security in the amount and form indicated in the Bidding Documents.

7. Proposal will be opened at **3:30 pm on 31/08/2017** in the presence of Bidders' representatives who choose to attend.

Yours sincerely,

 SM,
21/7/2017.

N.C. Sharma

Chief Executive Officer,

Agartala Smart City Limited

Phone No. : 0381-232-5507

Mob : +91-9436137705

Mail Id : agartalasmartcityltd@gmail.com

Section-2: Instructions to Consultants

Part-I

1. Standard Definitions

- (a) "Assignment / job" means the work to be performed by the Consultant pursuant to the Contract.
- (b) "Consultant" means any entity or person or Association of persons who has been requested to submit the proposal and who may provide the services to the Employer under the Contract for Consultant Services.
- (c) "Contract" means the Contract for Consultant Services signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Project Specific Conditions (SC), and the Appendices.
- (d) "Employer" means the Agency who has invited the bids for consultancy services and/ or with which the selected Consultant signs the Contract for Consultant Services and to which the selected Consultant shall provide services as per the terms and conditions and TOR of the contract.
- (e) "Day" means calendar day.
- (f) "Government" means the Government of Tripura
- (g) "Instructions to Consultants" (Section-2 of the RFP) means the document which provides Consultants with all information needed to prepare their proposals.
- (h) "LOI" (Section-1 of the RFP) means the Letter of Invitation being sent by the Employer to the Consultant.
- (i) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside India; "Domestic Personnel" means such professionals and support staff who at the time of being so provided had their domicile in India.
- (j) "Project specific information" means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.

- (k) "Proposal" means the Technical Proposal and the Financial Proposal.
- (l) "RFP" means the Request for Proposal prepared by the Employer for the selection of Consultants, based on the SRFP.
- (m) "SRFP" means the Standard Request for Proposals, which must be used by the Employer as a guide for the preparation of the RFP.
- (n) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Assignment/job.
- (o) "Terms of Reference" (TOR) means the document included in the RFP as Section-5, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

2. Introduction

- 2.1 The Employer named in the Part-II Data Sheet will select a consulting firm/ organization (the Consultant) meeting basic eligibility criteria as mentioned in the Part-II Data Sheet and in accordance with the method of selection specified in the Part-II Data Sheet.
- 2.2 The name of the Assignment/Job has been mentioned in Part-II Data Sheet. Detailed scope of the Assignment/ job has been described in the Terms of Reference in Section-5.
- 2.3 The date, time and address for submission of the proposals have been given in Part-II Data Sheet.
- 2.4 The Consultants are invited to submit their Proposal, for consulting Assignment/job named in the Part-II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.5 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment/job and local conditions, Consultants are encouraged to meet the Employer's representative named in Part-II Data Sheet before submitting a proposal and to attend a **pre-proposal meeting** if one is specified in the Part-II Data Sheet. Attending the pre-proposal meeting is optional.

Consultants should contact the Employer's representative to arrange for their visit or to obtain additional information on the pre-proposal meeting. Consultants should ensure that

the Employer's representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.

- 2.6 The Employer will provide to the Consultants the inputs and facilities specified in the Part-II Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.
- 2.7 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer 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 Consultants.

3. Eligibility of Association of Consultants and Sub-Consultants

- 3.1. If the Consultant has formed an Association of Consultants, each member of the Association of Consultants shall be evaluated as per the qualification/ eligibility criteria set forth in Part-II Data Sheet. The combined score of the each member of the Association of Consultant shall be taken into account for evaluation purpose. If any member of the Association of Consultants is dropped at the RFP stage, such an Association of Consultant is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate for short-listing such Association of Consultant without considering the strength of the dropped member and if found eligible, may allow such Association of Consultant to submit their proposal.
- 3.2. A Consultant may associate with Consultants and /or individual expert at the time of submission of proposal with. Under such circumstances each member of the Association of Consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part-II Data Sheet. The combined score of the each member of the Association of Consultant shall be taken into account for evaluation purpose. However, the Employer shall deal with only the lead member for the purpose of this Assignment/Job. Although the contract shall be signed by all the members of the Associations of the Consultants, the lead member of the Association of the Consultant shall be responsible and liable to the Employer for every aspects of their proposal, contract etc.

4. Clarification and Amendment of RFP Documents

- 4.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part-II Data Sheet. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part-II Data Sheet. The Employer will respond in writing, or by standard electronic means and will

send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Para 4.2 Below.

- 4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

5. Conflict of Interest

- 5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
- 5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- Conflicting activities:** A firm that has been engaged by the Employer to provide goods, works or Assignment/job other than consulting Assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment/job related to those goods, works or Assignment/job. Conversely, a firm hired to provide consulting Assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment/job other than consulting Assignment/job resulting from or directly related to the firm's consulting Assignment/job for such preparation or implementation. For the purpose of this paragraph, Assignment/job other than consulting Assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
 - Conflicting Assignment/job:** A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an Employer in the privatization of public assets shall not purchase, nor advice purchasers of, such assets. **Similarly, a**

Consultant hired to prepare Terms of Reference for an Assignment/job shall not be hired for the Assignment/job in question.

- **Conflicting relationships:** A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment/job, (ii) the selection process for such Assignment/job, or (iii) 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 Employer throughout the selection process and the execution of the Contract.

Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard Forms of Technical Proposal provided herewith. If the Consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its Contract during execution of assignment.

- 5.3 No agency or current employees of the Employer shall work as Consultants under their own Ministries, Departments or agencies.

6. Unfair Advantage

If a Consultant could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5 above, the Employer shall make available together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

7. Proposal

Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, the Consultant shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.

8. Proposal Validity

The Part-II Data Sheet to Consultant indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise, however, the Employer may request Consultants to extend the validity period of their proposals. Consultants

who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. Under such circumstance the Employer shall not consider such Proposal for further evaluation.

9. Preparation of Proposals

9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English language, unless specified otherwise.

9.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

9.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (a) If a Consultant considers that he may enhance its expertise for the Assignment/job by associating with other Consultants in sub-consultancy, he may associate with other Consultant.
- (b) The estimated number of Professional staff-months for the Assignment/job is as shown in the Part-II Data Sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the Consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
- (c) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position mentioned.

9.4 Depending on the nature of the Assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section-3. The Part-II Data Sheet in Section-2 indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section-3). Form Tech-1 in Section-3 is a sample letter of technical proposal which is to be submitted alongwith the technical proposal.

- (a) A brief description of the Consultant's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form Tech-2. In the same Form, the Consultant and in the case of a consortium/ joint venture, each partner will provide

details of experience of assignments which are similar to the proposed Assignment/job as per the terms of reference. For each Assignment/job, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the Assignment/job, contract amount, and Consultant's involvement.

- (b) Information should be provided only for those Assignment/jobs for which the Consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience alongwith the proposal and must submit letter of award / copy of contract for all the assignments mentioned in the proposal.
- (c) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment/job; and on requirements for counterpart staff and facilities including: administrative support, office space, domestic transportation, equipment, data, etc. to be provided by the Employer (Form Tech-3 of Section-3).
- (d) A description of the approach, methodology and work plan for performing the Assignment/job covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this Section of the Technical Proposals is provided under Form Tech-4 of Section-3. The work plan should be consistent with the Work Schedule (Form Tech-8 of Section-3) which will show in the form of a bar chart the timing proposed for each activity.
- (e) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks is to be provided in Form Tech-5 of Section-3.
- (f) Estimates of the staff input needed to carry out the Assignment/job need to be given in Form Tech-7 of Section-3. The staff-months input should be indicated separately for each location where the Consultants have to work and / or provide their key staff.
- (g) CVs of the Professional staff as mentioned in para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form Tech-6 of Section-3).
- (h) A detailed description of the proposed methodology and staffing for training needs to be given, if the Part-II Data Sheet specifies training as a specific component of the Assignment/job.

9.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

9.6 **Financial Proposal:** The Financial Proposal shall be prepared using the attached Standard Forms (Section-4). It shall list all costs associated with the Assignment/job, including (a) remuneration for staff and (b) reimbursable expenses indicated in the Part-II Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and domestic expenditures. Financial Proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily.

10. Taxes

The Consultants shall fully familiarize themselves about the applicability to Domestic taxes - such as, value added or sales tax, service tax or income taxes, duties, fees, levies, GST on amount payable by the Employer under the Contract. All such taxes must be included by the Consultant in the financial proposal.

11. Currency

Consultants shall express the price of their Assignment/job in India Rupees. [In case of assignment where payments in foreign currency are allowed to be made, the Consultants are free to make their quote in any foreign currency. The Employer shall mention the provision regarding conversion of such foreign currency to Indian Rupees]

12. Earnest Money Deposit (EMD)

12.1 An EMD of amount as mentioned in Part-II Data Sheet, in the form of Demand Draft drawn in favour of the Employer (CEO, Agartala Smart City Limited) and payable at city as mentioned in Data Sheet, must be submitted along with the Proposal. No bank guarantee will be accepted in lieu of the EMD. Proposals not accompanied by EMD shall be rejected as non-responsive.

12.2 The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract. No interest shall be payable by the Employer for the sum deposited as EMD.

12.3 The EMD shall be forfeited by the Employer in the following events:

- (a) If Proposal is withdrawn during the validity period or any extension agreed by the Consultant thereof.
- (b) 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.
- (c) If the Consultant tries to influence the evaluation process.

- (d) 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).

13. Bid Processing Fees

All Consultants are required to pay as mentioned in Data Sheet towards Bid Processing Fees in the form of Demand Draft drawn in favour of Employer (as indicated in Data Sheet) and payable at Agartala. The Bid Processing Fee is Non-Refundable. Non submission of Bid Processing Fee along with the Technical Proposal will be treated as non-responsive bid.

14. Submission, Receipt, and Opening of Proposal

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 in the format of Tech-1 of Section-3, and FIN-1 of Section-4.

- An authorized representative of the Consultants shall initial all pages of the original Technical and Financial 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 authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, Financial Proposals, EMD and Bid Processing Fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and be clearly marked "DO NOT OPEN BEFORE [insert the time and date of the opening indicated in the Data Sheet]".
- 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.
- **If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.**
- 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 date in accordance with Para 4.2 above. Any Proposal received by the Employer after the deadline for submission shall be returned unopened.

15. Proposal Evaluation

- 15.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- 15.2 The Employer has constituted a Consultant Selection Committee (CSC) which will carry out the entire evaluation process.
- 15.3 Evaluation of Technical Proposals:** CSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the Technical Evaluation is concluded and the competent authority accepts the recommendation.
- 15.4 The CSC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data Sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data Sheet for responsiveness of the Proposal. Only responsive Proposals shall be further taken up for evaluation. Evaluation of the Technical Proposal will start first and at this stage the Financial Bid (Proposal) will remain **unopened**. The qualification of the Consultant and the evaluation criteria for the Technical Proposal shall be as defined in the Data Sheet.
- 15.5 Public opening & evaluation of the Financial Proposals:** Financial Proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified the Data Sheet, in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, their Technical Score (if required) and their Financial Proposal shall be read aloud.
- 15.6 The CSC will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the former will prevail. In addition to the above corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the 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, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

Normally, the date will be the date of opening of the tender unless specified otherwise in the Data Sheet.

- 15.7 After opening of Financial Proposals, appropriate selection method shall be applied to determine the Consultant who will be declared winner and be eligible for award of the contract. The method of selection is described in the Data Sheet [**Quality and Cost Based Selection**]. Selected Consultant will then be invited for negotiations, if considered necessary.

16. Negotiations

- 16.1 Negotiations will be held at the date, time and address intimated to the qualified and selected Bidder. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- 16.2 Technical negotiations: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Assignment/job". Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the Assignment/job. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.
- 16.3 Financial negotiations: After the Technical negotiations are over, Financial negotiations should be carried out in order to reflect any change in financials due to change in scope of work or due to clarification on any aspect of the Technical Proposal during the Technical negotiations. Under no circumstance, the Financial negotiation shall result in increase in the price originally quoted by the Consultant. Unless there are exceptional reasons, the Financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Employer with the information on remuneration rates described in the Appendix attached to Section-4 - Financial Proposal - Standard Forms of this RFP.
- 16.4 Availability of Professional staff/experts: Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution

unavoidable or for reasons such as death or medical incapacity or if the Professional staff has left the organisation. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

16.5 Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the Employer will reject all the Proposals received and invite fresh Proposals.

17. Award of Contract

17.1 After completing negotiations the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted Proposals about the decision taken.

17.2 The selected Consultants will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee as mentioned in the Standard Form of Contract in Section-6, within 15(fifteen) days of issuance of the Letter of Intent.

17.3 The selected Consultant is expected to commence the Assignment/job on the date and at the location specified in the Part-II Data Sheet.

18. Confidentiality

18.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

19. The Employer reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or the lack by the Employer to undertake such verification shall not relieve the Applicant of its obligation or liabilities hereunder nor will it affect any rights of the Employer here under.

20. The selection process shall be governed by and construed in accordance with the laws of India and Courts at Agartala shall have exclusive jurisdiction and all disputes arising under pursuant to and/or in connection with the Selection Process.

INSTRUCTIONS TO CONSULTANT

Part-II

DATA SHEET

<u>Claus</u> <u>No. of</u> <u>Data</u> <u>Sheet</u>	<u>Ref</u> <u>Of</u> <u>ITC</u>	<u>Particulars</u>	
1.	2.1	Name of the Employer:	Agartala Smart City Limited represented by Chief Executive Officer.
	2.1	Basic Eligibility criteria:	<p>a) The Bidder/s shall be a private company, firm incorporated in India under the (Indian) Companies Act 1956/2013 or a company incorporated under equivalent law abroad. The Bidder/s shall be required to submit a true copy of its Incorporation Certificate.</p> <p>b) The Bidder/s must have a valid service tax /GST registration</p> <p>c) The Bidder/s must have at least one office. In India which has been operational for the last three years or more.</p> <p>(d) The sole bidder/Lead Bidder/Consortium member should not have been blacklisted/ debarred/ whose contract except for reasons of convenience of client by any Government/ Government Board/ Corporation/ Company/ Statutory Body/ PSU company/ Non-Government/Private Agencies and Funding Agencies in the last 10 years.</p> <p>e) The Consultant (in case of single business entity) / Lead Member (in case of Consortium) should have a minimum average annual turnover of Indian Rs.50 (fifty) crores during the last five (5) financial years and in case of JV or consortium- the average annual turnover of each company</p>

			<p>should be not less than Rs.25 (twenty five) crores.</p> <p>f) The Consultant (all members of the consortium jointly) should have Experience in at least 10(ten) assignments for Project Management Consultant/ Support Units/Technical Support or Coordinator Consultants /Project Planning and Design/ Preparation of Detailed Project Reports for urban infrastructure assignments at government levels (Central/ State/ Municipal)</p> <p>g) The Consultant should have Experience in at least 5 (Five) assignments in last three financial years as Project Management Consultant/ Design and/or Supervision Consultant in e-Governance projects for State or Central Government in India</p>
	2.2	Name of the Assignment/ job is:	Project Management Consultant(PMC) To Design, Develop, Manage and Implement Agartala Smart City Projects Under Smart City Mission (SCM)
3.	2.5	A pre-proposal meeting will be held:	<p>YES</p> <p>Date : 07/08/2017</p> <p>Time : 03.00 PM.</p> <p>Venue: Office of the CEO, Agartala Smart City Limited, Agartala Municipal Corporation, City Centre, Paradise Chowmuhani, Agartala, 799001</p>
4.	14.4	Date & time and address for submission of proposal/ bid :	
		Date	31/08/2017
		Time	03.00 PM.
		Address	Chief Executive Officer, Agartala Smart City Limited, Agartala Municipal Corporation, City Centre, Paradise Chowmuhani, Agartala,799001
5.	2.5	The Employer's representative is:	Chief Executive Officer, Agartala Smart City Limited
		Address	Chief Executive Officer, Agartala Smart City Limited, Agartala Municipal Corporation, City Centre, Paradise Chowmuhani, Agartala,799001
		Telephone:	0381-232-5507
		Facsimile:	
		E-mail:	agartalasmartcityltd@gmail.com
6.	2.6	The Employer will provide the following inputs and facilities :	Office Space only

7.		The Employer envisages the need for continuity for downstream work:	NO
8.	8.1	Proposals must remain valid days after the submission date, i.e. until:	120 Days Date : 17/11/2017
9.	4.1	a. Clarifications may be requested not later than days before the submission date.	18 Days Date : 07/08/2017
		b. Reply to clarification	Date : 17/08/2017
		The address for requesting clarifications is:	Chief Executive Officer , Agartala Smart City Limited, Agartala Municipal Corporation, City Centre, Paradise Chowmohani, Agartala, 799001
		Facsimile:	-
		E-mail:	agartalasmartcityltd@gmail.com
10.	9.3(a)		Name of Sub Consultant (if proposed) shall also be mentioned along with technical details
11.	9.3(b)	The estimated number of Professional staff-months required for the Assignment/job is:	<p>A. For Time Based components: Estimated number of Professional staff-months is: 335 person-months.</p> <p>The Consultant's Proposal must include the minimum 335 Professional staff months for Time Based component.</p> <p>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) will be multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p> <p>B. For Lump Sum component: Estimated number of Professional staff-months is: 144 person-months.</p>

12	9.4		In addition to technical proposal, Consultants are required to submit financial proposal (as per forms prescribed in Section-4). Submission of the technical and financial proposal in improper form will render the proposal liable to be rejected.
13	9.4	The formats of the Technical Proposal to be submitted are:	
		Form Tech-1: Letter of Proposal submission	
		Form Tech-2: Consultant's organization & experience	
		Form Tech-3 : Comments & suggestions on TOR	
		Form Tech-4 : Approach & methodology	Maximum of 20 pages including charts and diagrams
		Form Tech-5 : Team composition	
		Form Tech-6: Curriculum Vitae	
		Form Tech-7 : Staffing Schedule	
		Form Tech-8 : Work Schedule	
		Form Tech-9: Comment / modification suggested on draft contract.	
		Form Tech-10: Information regarding any conflicting activities and declaration thereof.	
14.		Training is a specific Component of this Assignment/job	NO
15.	11.1	Consultant to state the cost In	Indian Rupees
16.	12.1	Earnest Money Deposit	Rs. 25 lakhs (Indian Rupees twenty five Lakh only) in the form of Demand Draft/Banker's cheque in favour of the Chief Executive Officer, Agartala Smart City Limited Payable at Agartala
17.	13	Bid Processing Fees	Rs. 25000/- (Indian Rupees twenty five Thousand only) in the form of Demand Draft/Banker's cheque in favour of the Chief Executive Officer, Agartala Smart City Smart City Limited payable at Agartala.

18.	14.3	Consultant must submit the original and 1 (One) copy of the Technical Proposal, and the original of the Financial Proposal.	
19.	15.4	Evaluation Criteria : Criteria, sub-criteria for Evaluation of Technical Proposals have been prescribed:	Detailed evaluation as mentioned below this Table of Data Sheet.
20.	15.7	Method of Selection	<p>Quality (80%) cum Cost (20%) Based Selection QCBS - 80:20</p> <p>The technical quality of the proposal will be given weightage of 80%, the method of evaluation of technical qualification will follow the procedure given in para 15 above. The price bids of only those Consultants who qualify technically (Minimum Qualifying Marks: 70%) will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal will be given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weight of 20%. For working out the combined score, the employer will use the following formula: Total points = T (w) x T (s) + F (w) x F(s), where F(s)-{(LEC/EC)*100} T (w) stands for weight of the technical score. T (s) stands for technical score F (w) stands for weight of the financial proposal EC stands for Evaluated Cost of the financial proposal LEC stands for Lowest Evaluated Cost of the financial proposal F(s) stands for financial score of the financial proposal.</p> <p>The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.</p>
21.	17.3	Expected date for commencement of consulting Assignment/job	Date : 20/09/2017
		Location for performance of Assignment / job:	Agartala, Tripura

Procedure for Detailed evaluation of technical qualifications (with reference to point no. 19 / Clause 15.4 of Data Sheet):

The detailed Technical Evaluation of Proposals satisfying minimum eligibility conditions as above shall be done. The Criteria, sub-criteria and point system for detailed evaluation shall be as follows:

i)	Specific experience of the Consultant firm relevant to the assignment / Job	25 marks
	Sub criteria	
A	Experience as project management Consultant/ Design and /or Supervision Consultant in development of Water body/ lake conservation/rain water harvesting/recharge pits/innovative use of water bodies related project with value of contract (for consultancy service) of at least Rs100 lakh. (0.75 mark per project subject to maximum 7.5 marks)	7.5 marks
B	Experience as project management Consultant/ Design and /or Supervision Consultant in urban (Utility trenches & Storm water drainage) related project with value of contract (for consultancy service) of at least Rs100 lakh. (0.5 mark per project subject to maximum 5 marks)	5 marks
C	Experience as project management Consultant/ Design and/or Supervision Consultant in Integrated ICT applications / Intelligent traffic management system, City wide wi-fi etc. related project with value of contract (for consultancy service) of at least Rs 50 lakh. (0.5 mark per project subject to maximum 5 marks)	5 marks
D	Experience of carrying out studies in Urban Sector (City development/Strategic Plan, Master plans, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study). (0.75 mark per project subject to maximum 7.5 marks)	7.5 marks
ii)	Proposed methodology and work plan in response to the terms of reference.	25 marks
	Sub-criteria	
	a) Project and Resource Generation concept (Maximum 05 Marks for each)	10 marks
	b) Technical approach & methodology	5 marks
	c) Work plan	5 marks
	d) Organisation & staffing	5 marks
iii)	Key professional staff: Qualification & competency for the Assignment/job	50 marks

Qualifications and competency of each of the key professional as per (iii) above will be evaluated separately. The marks for key professionals will be further divided as under :

Sr No	Position	Marks
1	Team Leader cum Urban Management Specialist	12.5
2	Infrastructure Specialist	7.5
3	Project Performance and Management Specialist (PPMS)	6
4	Construction Manager	6
5	Hydraulic / Drainage/ Utility trenches Expert	6
6	Landscape/ Rain Water Harvesting/Recharge Pits/Innovative Use Of Water Bodies Architects	6
7	ICT Expert	6
	TOTAL	50

For all the above positions following sub-criteria shall be followed :

a)	Educational qualifications	20%
b)	Adequacy for the assignment / job (Experience in carrying out similar assignment/job)	80%

Section-3: Technical Proposal - Standard Forms

Handwritten signature or initials

FORM Tech-1

LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD and bid processing fees..

We are submitting our Proposal in Association with: [Insert a list with full name and address of each associated Consultant]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph 4 of the Part-II Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal, subject to the modifications resulting from Contract negotiations is binding upon us.

We understand that 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:

Name of Firm:

Address:



FORM Tech-2

FORM 2: CONSULTANT'S ORGANIZATION & EXPERIENCE

Form 2A: Format for Details of Consultant

1. Details of Consultant

a	Name of Consultant with full address	
b	Tel. No	
c	Fax No.	
d	Email	
e	Year of Incorporation	
f	Name and address of the person holding the Power of Attorney	
g	(i) Place of Business.	
	(ii) Date of Registration.	
h	Name of Bankers with full address.	
i	Service Tax Registration Number (copy).	
j	Permanente Account Number (copy).	
k	Are you presently debarred / Black-listed by any Government Department /Public Sector Undertaking /Any Employer? (If Yes, please furnish details)	
l	Name and details (Tel / Mobile / E mail) of contact	

2. In case of a Consortium:

- The information above should be provided for all the members of the consortium.
- Information regarding role of each member should be provided as per table below:

Sr. No.	Name of Member	Role (Specify Lead Member/ Other Member)

Form-2B: Format for Financial Capability of the Consultant

(Equivalent in Rs. crores)

Consultant*	(Name of Consultant)						
FY	2011-12	2012-13	2013-14	2014-15	2015-16	Total	Average
Annual Turnover							
Net Profit							
Certificate from the Statutory Auditor							
This is to certify that (name of the Consultant) has received the payments and earned net profit shown above against the respective years.							
Name of the audit firm:							
Seal of the audit firm							
Date:							
(Signature, name and designation of the authorised signatory)							

Consultant should provide the Financial Capability based on its own financial statements. Financial Capability of the Consultant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Consultant.

* Consultant should fill in details as per the row titled Annual turnover and net profit in the row below. In case the Consultant is a Consortium, for the purpose of evaluation on financial parameters, financial parameters of all the members shall be furnished in separate sheet for consideration.



Form-2C: Experience in similar assignments (Project Management Units/ Support Units/ Technical Support or Coordinator Consultants or similar at government levels (Central/ State/ Municipal))

List projects (not more than 10) in the last ten years which are similar to that in the RfP.

Assignment name:	Value of the contract (in current INR):
Country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year):	
Completion date (month/year):	
Narrative description of Project:	

Form-2D: Experience as project management Consultant/ Design and /or Supervision Consultant in urban (Water body/ lake conservation/riverfront) related project with value of contract (for consultancy service) of at least Rs100 lakh

List projects (not more than 10) in the last ten years which are similar to that in the RFP

Assignment name:	Value of the contract (in current INR):
Country:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year):	
Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Form-2E: Experience as Project Management Consultant/ Design and Supervision Consultant in Urban (Utility Trenches/Storm water Drainage) related project with value of contract (for consultancy service) of at least Rs100 lakh.

List projects (not more than 10) in the last ten years which are similar to that in the RFP.

Assignment name:	Value of the contract (in current INR):
Country: Name of City/ Cities:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Form-2F: Experience as Project Management Consultant/ Design and Supervision Consultant in Integrated ICT application related projects with value of contract (for consultancy service) of at least Rs 50 lakh.

List projects (not more than 5) in the last five years which are similar to that in the RFP.

Assignment name:	Value of the contract (in current INR):
Country: Name of City/ Cities:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Form-2G: Experience of Studies in Urban Issues such as City Development/ Strategic Plan, Master Plans, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision Documents, City Business Plans, Water Study

List projects (not more than 10) in the last ten years which are similar to that in the RFP.

Assignment name:	Value of the contract (in current INR):
Country: Name of City/ Cities:	Duration of assignment (months):
Name of Client:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current INR):
Start date (month/year): Completion date (month/year):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

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FORM Tech-3

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

A - On the Terms of Reference

[Suggest and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the Assignment/job (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Inputs and Facilities to be provided by the employer

[Comment here on Inputs and facilities to be provided by the Employer according to Paragraph 6 of the Part-II Special information to Consultants including: administrative support, office space, Domestic transportation, equipment, data, etc.]



FORM Tech-4

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following chapters:

- a) Project Concept and Resource Generation,
- b) Technical Approach and Methodology,
- c) Work Plan, and
- d) Organization and Staffing.

a) Project Concept and Resource Generation. In this chapter you should explain your understanding about the Projects_in the context of the locality and the City. This should specifically outline inter alia the benefits to the citizen and synergy with other Schemes and Projects. You should highlight the Projects from which additional Revenue Generation can be explored and suggest models and methodologies for generation of revenues from the projects before, during or after the implementation of such Projects.

b) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

c) Work Plan. The Consultant should **propose and justify** the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form Tech-8.

d) Organization and Staffing. The Consultant should **propose and justify** the structure and composition of his team. He should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.].

FORM Tech-5

TEAM COMPOSITION AND TASK ASSIGNMENT/JOBS

Professional Staff

Sr. No.	Name of Staff	Name of Firm	Area of Expertise	Position / Task assigned for this job

FORM Tech-6

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

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

From [Year]:

To [Year]:

Employer:

Positions held:

12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

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

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

Name of Assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

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

Date:

[Signature of staff member or authorized

Place:

representative of the staff]

[Full name of authorized representative]:

m am /

FORM Tech-7

STAFFING SCHEDULE

S. No.	Name of Staff	Staff input (in the form of a bar chart)	Total Months
--------	---------------	--	-----------------

1 2 3 4 5 6 ----- n

1

2.

3.

Note:

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

FORM Tech-8

WORK SCHEDULE

S. No.	Activity	Months												Total Months
		1	2	3	4	5	6	---	----	-----	-----	n		

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

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

FORM Tech-9

COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT

[Here the Consultant shall mention any suggestion / views on the draft contract attached with the RFP document. The Consultant may also mention here any modifications sought by him in the provisions of the draft contract. This information shall be used at the time of the negotiations. However, the Employer is not bound to accept any/all modifications sought and may reject any such request of modification.]

FORM Tech-10

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION
THEREOF**

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of Section-2. If yes, please furnish details of any such activities.

If no, please certify,

We hereby declare that our firm, our associate / group firm or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under para 5 of the Section-2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Handwritten signature/initials

Section-4: Financial Proposal - Standard Forms

2-017

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

We, the undersigned, offer to provide the consulting Assignment/job for [Insert title of Assignment/job] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of the Domestic taxes. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

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 Paragraph 4 of the Part-II Data Sheet.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

¹ Sub Total (A) as per Form FIN 2



**FORM FIN-2
SUMMARY OF COSTS**

Particulars	Amount in Rupees
A. Competitive Components	
'Time Based (Task 1&3)'	
(A .1) Remuneration (Please note that amount shall be the same as in Form FIN-3A)	X 1
(A. 2) Reimbursable (Please note that amount shall be the same as in Form FIN-4A)	X 2
Total Cost of 'Time Based' [I]	X = X1 + X 2
'Lump Sum (Task 2)'	
(B.1) Remuneration (Please note that amount shall be the same as in Form FIN-3B)	Y 1
(B.2) Reimbursable (Please note that amount shall be the same as in Form FIN-4B)	Y 2
Total Cost of 'Lump Sum' [II]	Y = Y1 + Y2
Sub Total (A)² = [I +II]	X + Y
B. Non Competitive Components	
Provisional Sum (Please note that amount shall be the same as in Form FIN-5)	
Contingency (Please note that amount shall be the same as in Form FIN-5)	
Sub Total (B)	
Total Cost of Financial Proposal (A+B)	
Service Tax / Any other tax	
GRAND TOTAL	

Authorized Signature

Name:

Designation

Name of firm:

Address:

² The Evaluation of Proposal shall be done on Competitive Components only



FORM FIN-3A (TIME BASED –TASK 1&3)

**BREAKDOWN OF REMUNERATION
(PROFESSIONAL STAFF AND SUPPORT STAFF)**

(For details please refer to Note below)

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

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

*1 Key Professionals are to be indicated by name

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

Total Remuneration = Amount in Figures _____

Amount in Words _____

Note:

1 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, Assistants etc.). Cost of Secretarial services, if any, will be indicated in form Fin-5.

2 Positions of Professional Staff shall coincide with the ones indicated in Forms Tech-5 & Tech-7.

3 Indicate separately staff-month rate for each activity separately.

FORM FIN-3B (LUMP SUM –TASK 2)

BREAKDOWN OF REMUNERATION (PROFESSIONAL STAFF AND SUPPORT STAFF)

(For details please refer to Note below)

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’.

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

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

*1 Key Professionals are to be indicated by name

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

Total Remuneration = Amount in Figures _____
Amount in Words _____

Note:

- 1 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, Assistants etc.). Cost of Secretarial services, if any, will be indicated in form Fin-5.
- 2 Positions of Professional Staff shall coincide with the ones indicated in Forms Tech-5 & Tech-7.
- 3 Indicate separately staff-month rate for each activity separately.



FORM FIN-4A (TIME BASED-TASK 1&3)

BREAKDOWN OF REIMBURSABLE EXPENSES

No	Description	Unit	Quantity	Unit Price In Rupees	Total Amount in Rupees
1.	Per diem allowance, including hotel allowance, for experts for every day of absence from the home Office (Agartala City) for the purposes of the Service	Per day			
2.	Cost of office operation, including overheads and back-stop support	Per Month			
6	Local Transportation	Vehicle Month			
7	Communication Costs to all personnel and Office	Per Month			
9.	Cost of Reports Production (including printing) and delivering to the Client at project Cities and Central office	Per Month			
10	Other Allowances where applicable				
Sub Total: Reimbursable Expenses carried to FIN 2					

* Total Reimbursable: = _____ Total amount in Rupees.

Amount in words:

FORM FIN-4B (LUMP SUM-TASK 2)

BREAKDOWN OF REIMBURSABLE EXPENSES

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

No	Description	Unit	Quantity	Unit Price In Rupees	Total Amount in Rupees
1.	Per diem allowance, including hotel allowance, for experts for every day of absence from the home office for the purposes of the Services	Per day			
2.	Cost of office operation, including overheads and back-stop support	Per Month			
3.	Local Transportation	Vehicle Month			
4.	Communication Costs to all personnel and Office	Per Month			
5.	Cost of Reports Production (including printing) and delivering to the Client at project Cities and Central Office	Per Month			
6.	Other Allowances where applicable				
Sub Total: Reimbursable Expenses carried to FIN 2					

* Total Reimbursable: = _____ Total amount in Rupees.

Amount in words:

Handwritten signature/initials

FORM FIN-5

PROVISIONAL SUMS					
I	Office Equipment	LS			
ii	Survey, Tests, Investigation and Reports etc	LS			
iii	Workshops and Seminar	LS			
iv	Intercity Travels	LS			
Sub Total: Provisional Sums					
Contingency					20,000,00
Total of provisional sum + contingency					

Total provisional sum + contingency = _____ Total amount in Rupees.

Amount in words:

Handwritten signature

NOTE FOR PREPARATION OF FINANCIAL PROPOSAL

- 1 **Form FIN-1** Financial Proposal Submission Form shall be filled as per the instructions provided in the Form.
- 2 **Form FIN-2** Summary of Costs: Form FIN-2 provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.
- 3 **Form FIN-3 (A) and 3(B)** Remuneration
 - (i) The purpose of Form FIN-3A & 3B is to identify the monthly billing rates for each Personnel to be fielded by the Consultant as part of its proposed team of experts.
 - (ii) Months; number of months input to match that shown on the personnel schedule (Form Tech-7, Section-3). **Please note that the man month for Time Based components shall be equal to that mentioned in ToR.** The month shall be calculated as per follows:
1 year = 12 months = 252 working days
 - (iii) Support Staff is also included in this form.
- 4 **Form FIN-4(A) and FIN-4(B)** – Reimbursable Expenses
The purpose of Form FIN-4A & FIN-4B is to identify all reimbursable expenditures in local currencies considered by the Consultant necessary to carry out the assignment.
 - (i) Per Diem allowance
The Per Diem allowance shall be paid for stay requirements outside Home Office (Agartala City) night for night spent away outside Home Office during such travel. The travel shall be undertaken only in the interest and as per the requirement of the project with prior consent of the Client. The payment will be made on lump sum basis without any supporting vouchers.
 - (ii) Office Operations
The Consulting firm is required to quote expenses for office expenses towards office operation and maintenance including all consumables and documentations as required for the project. The monthly payment shall be made on lump sum basis without any supporting vouchers.
 - (iii) Office Accommodation
This shall be applicable only in case the office accommodation is not provided by the Employer in the Home Office. The Consulting firm is required to quote rental value of accommodation for Office. The monthly payment shall be made on actual basis on submission of supporting vouchers.

(iv) Local Transport

The Consulting firm is required to quote expenses for local transportation at central and project office as required for the project. The monthly payment shall be made on lump sum basis with proof of availability of vehicle. The arrangement to be finalise at Contract Negotiations.

(v) Communication Costs

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

(vi) Report Production

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

5. Provisional Sums and Contingencies (Form FIN-5)

All expenditures under the project, which are to be paid under provisional sums on actual basis, shall be done maintaining financial proprietary. The Financial proprietary means purchasing of any article from open market on most competitive rates based on at least three quotations or by calling tenders. Consulting firm has to provide certificate that material is purchased on lowest rate in the market.

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

a. Office equipment

All necessary office equipment and furniture like computer hardware, printers, software, networking devices, maintenance & up-gradation of the system, fax machines, EPABX, photocopier, ACs, chairs, tables etc. as applicable under project shall be purchased by the consulting firm. Purchases shall be made in consultation with the Client. The firm will assess the requirement and specifications of the equipment to be procured and have these approved by Client before purchase.

b. Workshops and seminars

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

c. Intercity travel

The cost of vehicle transportation (Four wheeler on hire) for miscellaneous travels required for intercity travel for performance of the work, etc. The cost of transport for personnel by AC sleeper or AC Chair-car by trains / deluxe buses/ flight required for performance of the services to visit the other towns and attend IIIrd party inspections etc. with the approval of the SMD/PIU (as applicable). The payment will be considered for actual number of trips desired by the SMD/PIU for performance of services and will be reimbursed on the actual basis from provisional sum.

6. Contingencies

The provision of contingencies shall be there as indicated.

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Section-5: Terms of Reference

1. Background

Government of India has announced the list of 13 cities to be taken up for development as smart cities in in 1st Fast Track round. The cities have to now move towards converting their plan proposals to projects.

2. Objective of the Assignment

The objective of the assignment is to provide direct assistance to AGARTALA SMART CITY LIMITED of the AGARTALA City to design develop, manage and implement Smart City Projects as per para 10.6 of Smart City Mission Guidelines.

3. Scope of Services

3.1 The scope of PMC under the proposed mission will be divided into three broad components namely (i) Project Management, (ii) Design & Development and (iii) Supervision.

3.2 The Consultant shall support the AGARTALA SMART CITY LIMITED of the AGARTALA City in overall project management of Smart City projects, including designing, developing, managing and implementing and suggesting/PPP/Revenue Models for setting up and sustainability of smart city projects identified by the city on the following two outputs:

- (i) Output1: Area Based Development
- (ii) Output2: Pan-city Solution

3.3 Under this assignment the Consultant is required to review projects identified by the Smart City, for Area Based Development as well as for Pan City Solution (Smart City Proposal Can be downloaded from the website of Smart City mission <http://smartcities.gov.in>, <https://smartnet.niua.org/>, <http://tenders.gov.in>, <http://tripura.gov.in> and <http://agartalacity.tripura.gov.in/>. The project detail (module wise) as mentioned in Smart City Proposal is attached at Annexure I for reference .The project identified in this list are to be vetted in consultation with stakeholders with regard to the technical and economic feasibility and sustainability etc. **Therefore projects may change so as to align and adapt with mission objective in consultation with the stakeholders/employer.** The Consultant will carry out required investigations, design, prepare feasibility report, Preliminary Design Report/ Detail Design Report (PDR/DPR), and assist in procurement of implementing partner/agency (ies) expeditiously. The PMC shall assist SPV in preparation of RFPs for the procurement of implementing partner(s)/ Agency (ies).

3.4 The PMC shall also assist the AGARTALA SMART CITY LIMITED in supervision & monitoring of the work of implementing agencies and shall be responsible for overall management of the project.

3.5 The RFPs prepared by the PMC for procurement of implementing partner/agency (ies) for implementation of Smart City Projects, will follow International Competitive Bidding (ICB) method. The AGARTALA SMART CITY LIMITED will decide on method of procurement such QCBS, QBLCS (Quality Based Least Cost Selection) etc.

3.6 PMC shall operate full-fledged with all its Key Experts and Non- Key Experts from their Project Office in AGARTALA.

4. Detailed Scope of Work: Without limiting the scope, the PMC shall be responsible for the following tasks:

A. Task 1: Project Management:

I. Activity 1:

- i. The team leader of the Consultant shall initially mobilize the core team following notice to proceed to set up project office along with equipment and peripherals and then will mobilize further manpower as per requirement for each module.
- ii. Handhold/ support AGARTALA SMART CITY LIMITED for project identification, investigations, design, procurement, supervision, cost control, scheduling, risk management, monitoring, auditing, reporting, and ensuring compliances and due diligences required for the project;
- iii. Planning, scheduling and monitoring of the projects using PMIS / latest IT tools and techniques such as online monitoring of work sites with the aid of cyber tools.
- iv. Assist State Government/ ASCL in conducting regular meetings with all stakeholders, contractors, and other government entities, etc., to discuss progress and issues related to implementation, and prepare minutes for recording and circulation;
- v. Establish all necessary records and the procedures of maintaining/updating such records for each package and for the entire project.
- vi. Develop and implement procedure for timely payments to the contractors and monitor for compliance;
- vii. Monitor implementation of mitigation measures for the project, and update the Plan as per requirement.

B. Task 2: Project Design and Development:

II. Activity 2: Situation analysis report

a. Area Based Development:

- i. Integrated Projectisation - The Consultant will review and re-verify the integrated modules (group of projects) in the smart city proposal and regroup them into modules in consultation with the AGARTALA SMART CITY LIMITED.
- ii. Consult the available documents such as city development plans /strategy plans, sanitation plans. Mobility plan and review feasibility study etc.
- iii. Review existing status of physical Infrastructure and other available secondary data.
- iv. Identify requirements of surveys, studies and investigations;
- v. Carry out necessary surveys, investigations, situational analysis, cost benefit analysis, prepare preliminary project cost estimates.
- vi. Review the available GIS maps and integrate to the possible extent to develop area wise spatial mapping on assets.
- vii. Preparation of situation analysis report for each module.

b. Pan City Proposal

- i. Review existing available documents & infrastructure on the proposed smart solution and integrate them into modules.
- ii. Prepare the separate as-Is study of each ABD & Pan Solution module.
- iii. Identify key stakeholders from City/ Official/ Elected Representatives/ Concerned NGOs, Eminent Citizens, Representative from Premium Institutes of the City/ State, Representatives of Business Organization in consultation with the Commissioner/ CEO of SPV etc. for consultation.**
- iv. Evaluation of existing Broadband infrastructure in the city including both Government and Private Sectors to identify existing connectivity gaps (Fiber availability, Network Hubs, Redundancy etc.).
- v. Prepare & submit the locations with coordinates (e.g. electricity poles, stations/ sub stations, water zones etc.), for the sensors & devices to be mapped in GIS for Water/ Sewerage/ Solid Waste/ Street Lighting/others Management.
- vi. Identify & prepare the interfaces of integration between the modules under As-Is study.
- vii. Submit a simple and clear architecture of whole As -Is system consisting of all ABD and Pan Solutions modules in integrated manner.
- viii. Preparation and Submission of Business Process Re-engineering Report (BPR) and Final function requirement specifications (FRS) and its acceptance & approval by the Client:
 - Design the entire business process as per the learnings from the As -is study.
 - Prepare the Business Process Re-engineering Report.
 - List out the functional requirement specifications as per BPR and get it approved by the Client to go for the feasibility study.

III. Activity 3: Feasibility Report

a. Area Based Development

- i. Prepare feasibility study report of modules (group of projects) to ascertain both technical and financial viability based on financial models. The feasibility report should describe the various technical options with recommendation for most appropriate option
- ii. Preparation of project development and implementation road map, project prioritization, carryout project phasing matrix and risk mitigation plan.
- iii. Review land availability, rehabilitation - resettlement & environmental issues for identified projects
- iv. Coordinate with stakeholders and other Departments of Central and State Governments wherever convergence is required, to facilitate integration with AMRUT, Digital India, Skill India, Make in India etc. and develop module wise action plan for completion of work
- v. Identify the possibility of private / public participation in the service delivery, as feasible and applicable and prepare contract document for such packages.

b. Pan City Proposal

To-Be & Requirement Specifications

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

Financial Implications and Viability

- i. Identify financial implications involved in the project based on the techno-economic estimated cost.
- ii. Identify the possibility of private/public participation in the service delivery of the project, as feasible and applicable.

- iii. The financial viability of the project based on different financial models and recommend suitable model for each module indicating the rationale.
- iv. Assist Smart City/SPV in consultation for each sub project or group of sub projects as applicable, with stakeholders to discuss the project wise scope identified and future use of the suggested solution architecture.

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

a. Area Based Development

- i. Based on the approved feasibility report prepare module wise preliminary/detailed designs report (PDR/DPR) as per requirement of the project in accordance with established engineering practices, tender drawings, and cost estimates etc.
- ii. For preparing DPR, the Consultant will carry out all the required engineering surveys and investigations such as total station/LiDAR survey, geotechnical investigation, soil survey, construction material survey, ground water investigation i.e. hydro-geological investigations, rainfall data collection, identification of underground utilities and their mapping, water sampling and analysis etc. including sufficient off-site information to allow relationship with possibly useable off-site infrastructure to be established.
- iii. The PDR/DPR should also include assessment of utility shifting requirements and costs estimations including O&M requirements and estimates; preparing document required for statutory clearances and other clearances like Railway, Forest, National Highways etc., Environment Management Plan (EMP) and mitigation measures;
- iv. Assist the AGARTALA SMART CITY LIMITED on technical, commercial, financial, and legal aspects for project development as per requirement.

b. Pan City Proposal

Once the Feasibility Report is approved, prepare detailed designs in accordance with sound & established engineering practices; tender drawings and; cost estimates etc. The design shall meet the techno economic aspects for best possible solution after consideration of various available alternatives and shall sufficiently be detailed to ensure clarity and understanding by all stake holders and will be incorporated into a detailed project report to be submitted for the approval of the ASCL. The costs estimate shall be prepared on the basis of Rates suggested by SPV such as SOR of State with latest addenda and corrigenda and/or market rates would be arrived at proper rate analysis carried out through market enquiry;

- ii. The design shall meet the techno economic aspects for the best possible solutions after considering various alternatives and shall be sufficiently detailed to ensure understanding by all stakeholders and will be incorporated into the detailed Project Report. The activities for the proposed project shall include preliminary designs, drawings, works technical specifications, bill of quantities, and cost estimates

(Engineer's Cost) based on Schedule of Rates of the state and/or market rate analysis, along with detailed implementation plans.

- iii. For each sub project based on the approved framework the following shall be included in the DPRs:
 - Assessment of utility shifting requirement and costs estimations; preparing document required for statutory clearances and other clearances like Railway, Forest, National Highways etc;
 - Assess each site's environmental aspects for detailed design of the project component. Accordingly prepare initial environmental impact examinations (IEE) as may be required;
 - Preparation of environmental safeguard actions including impact assessments, if any, during the design stage;
 - Prepare environment management plan (EMP) and mitigation measures;
 - Preparation and implementation of resettlement plans, if any
- iv. Prepare Detailed Project Report including technical specifications, Contract drawings, bills of quantities and above aspects;
- v. Finalizing arrangement for contracting including exploring options for PPP/ Service Level Agreements;
- vi. Preparation of strategy and action plan for IEC program including public participation;
- vii. Assist stakeholder consultations for each module.

V. Activity 5: Bid Process Management (preparation of Bid documents and award of contract):

Based on discussions with all stakeholders and approval from AGARTALA SMART CITY LIMITED the Consultant shall Prepare consolidated bid documents, technical specifications, contract drawings, final bills of quantities, EMP and any other necessary information required for successful tendering and implementation of contracts. The Bid document should be in accordance with the Government of India / State Government guidelines. Under this task the Consultant is required to do the following:

- a. Assist AGARTALA SMART CITY LIMITED in all aspects of procurement including issuing bid invitation, addendum/corrigendum, and clarifications to the bidders queries, assist in bid evaluation, selection of contractors/ implementing agencies;
- b. Prepare contract documentation to include Letter of invitation, conditions of contract, specifications, design parameters; bills of quantities, etc. for all modules in close coordination with the AGARTALA SMART CITY LIMITED.
- c. The draft contract to be included in the bid documents shall, among other things, clearly define the obligations of the implementing agency with respect to financing(if applicable),

design, construction, O&M, and tariffs; equitably allocate risks between the parties; and specify rules and procedures to address non-performance of contractual obligations.

d. Assist in preparation of replies of the pre-bid queries, contract negotiations and award of contract(s).

a. Area Based Development

- i. Finalize arrangement for contracting including exploring options for PPP/ Service Level Agreements;
- ii. Provide transaction advisory and bid process management support including preparation of bid documents, managing bid process including assist in issuing of bid invitation, addendum/corrigendum, and clarifications to the bidders queries, bid evaluation, selection of contractors, award of contract and signing of contract(s);
- iii. The draft contract to be included in the bidding document shall among other things, clearly define the obligations of the implementing agencies including specifying rules and procedures to address non-performance of contractual obligations.
- iv. The AGARTALA SMART CITY LIMITED of the AGARTALA City may get the bid document certified/accredited by Independent Agency such as CBUD (MoUD).

b. Pan City Proposal

The bid process management shall include;

- i. Prepare the RFP Documents
- ii. Coordinate Bid Process Management
- iii. Support in evaluation of bids and selection of System Integrator(SI).
- iv. The SPV may get the bid document certified/accredited by Independent Agency such as **the Department of Electronics and Information Technology (DeitY)**, a division of The Ministry of Communications and Information Technology (GoI)/ CBUD (MoUD).

Task 3: Project Implementation and Supervision

VI. Activity 6: Implementation phase:

a. Area Based Development:

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

- i. Assist AGARTALA SMART CITY LIMITED to conduct stakeholder consultation during design and implementation process.
- ii. Provide advice and guidance to the AGARTALA SMART CITY LIMITED for modern procedures and guidelines for project implementation and management in general.

- iii. Contract administration and Management of the modules;
- iv. Develop technical specifications for each Module
- v. Supervise and monitor construction work of each contracted module;
- vi. Scrutinize the implementing agency's detailed work program and guide implementing agency in preparation of supervision schedule/ work plan for each module;
- vii. Scrutinize construction methods proposed by implementing agency including environmental, safety, personnel and public issues;
- viii. Assess the adequacy of the contractors' inputs in material, labor and construction methodology and provide advisory whenever required;
- ix. Formulate a rehabilitation & resettlement framework as per requirement and monitor implementation of Social safeguards & environmental standards, if any.
- x. Carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings;
- xi. Supervising the construction of various contract packages for related outputs of the Program
- xii. Record the work measurement jointly by PMC and SPV and certify the contractor's bill and recommend for making payments to AGARTALA SMART CITY LIMITED .
- xiii. Assist the AGARTALA SMART CITY LIMITED in interim and final certification of the bills of payment;
- xiv. Furnish the detailed construction drawings as necessary during continuance of the contract or checking and recommendation of drawings for approval as required;
- xv. Assist for resolution of all contractual issues including examining the contractor's claims for variations/ extensions or additional compensations etc and prepare recommendations for approval by the AGARTALA SMART CITY LIMITED;
- xvi. Assist third party inspection of work carried out by implementation agency(ies), if necessary, as decided by AGARTALA SMART CITY LIMITED;
- xvii. Assist AGARTALA SMART CITY LIMITED in obtaining all necessary permissions and complying with statutory requirements as required prior to construction, such as permissions from line departments viz. Railway, Road Transport, Highways, Department of Archaeology, Department of Forests and National Parks etc.
- xviii. Review and issuance for execution of contractors' design and drawings with approval of SPV for lump sum turnkey contracts and review the project documents and give recommendations as required for PPP projects.
- xix. Review and finalize the "as built" drawings submitted by Contractor;
- xx. Assist the AGARTALA SMART CITY LIMITED in issue of completion certificates;
- xxi. Inspect the works at appropriate intervals during defect liability period and certification issue;
- xxii. Prepare on behalf of AGARTALA SMART CITY LIMITED monthly project progress reports describing the physical and financial progress of each subproject,

- highlighting impediments to the quality and progress of the works and remedial actions, to be submitted to AGARTALA SMART CITY LIMITED ;
- xxiii. Assist AGARTALA SMART CITY LIMITED in monitoring of progress as per the Program Performance Monitoring System (PPMS) or as required by AGARTALA SMART CITY LIMITED ;
 - xxiv. Develop and maintain project management information system (PMIS) to track project progress and generate MIS progress reports such as physical and financial progress.
 - xxv. Develop and implement procedure for timely payments to the implementing agency (ies) and monitor for compliance.
 - xxvi. Support AGARTALA SMART CITY LIMITED in overall Project Management and coordination with implementing agencies, government agencies, private players, technology service providers and others.
 - xxvii. Support AGARTALA SMART CITY LIMITED to meet compliance requirements as and when required.
 - xxviii. Support AGARTALA SMART CITY LIMITED in documentation and presentation of outputs
 - xxix. Prepare Capacity building plan and Change Management Plan
 - xxx. Monitor and maintain issue tracker and keep on updating the status of all risks and issues from time to time.

b. Pan-City Proposal

The project implementation support shall include

i. Project Management Activities

- a) Develop the project plan and project charter
- b) Coordinate workshops and discussion meetings between SPV, State IT Department, State Line Departments, Municipal Corporation Officials, SI, MoUD/ (GoI) etc.
- c) Co-ordinate DPR submissions/approvals of SI.
- d) Responsible for reviewing the deliverables submitted by SI within a period of 2 week (or as agreed with SPV) from the receipt of that deliverable.
- e) Highlight deviations/issues in the deliverables of SI to relevant authority within the specified time limits and assist SI and SPV in resolution of issues.
- f) Prepare Capacity building plan and Change Management Plan
- g) Identify the legal changes required and assist in drafting and issuance of Government Orders for giving effect to the BPR
- h) Ensure that the technology standards, guidelines & frameworks are adhered to during implementation.
- i) Suggest and co-ordinate capacity building needs and training programs.

- j) Monitor and maintain issue tracker and keep on updating the status of all risks and issues from time to time.
- k) Defining the escalation mechanism for timely resolution of issues & risks.
- l) Co-ordinate for Standardisation, Testing and Quality Certification (STQC).
- m) Service Level Agreement(SLA) monitoring and suggest changes in SLAs, if required
- n) Monitoring the performance of the SI against the base project plan
- o) Monitoring the performance of the overall system in terms of availability & efficiency against the service levels already defined for SI
- p) Suggest corrective and preventive measures to SPV and SI to enhance the performance of the system
- q) Coordinate with all the stakeholders and support the state departments while interacting with various agencies (internal and external) during the course of the project.
- r) Build mechanisms to ensure coordination and consultation between all key stakeholders and members of the SPV on a continued basis to facilitate the execution of the project.

ii. Monitoring the deployment and commissioning of necessary hardware

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

iii. Engaging STQC for Audit

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

□ Application audit :

- a) Functionality audit vis-a-vis the Functional Requirement Specification (FRS) agreed upon during development phase
- b) Determine systematic measures implemented to control and secure access to the application programs and data including password controls, user authentications, roles and responsibilities, audit trails and reporting, configuration and interface controls, etc.

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- c) Review of database structure including:
 - d) Classification of data in terms of sensitivity & levels of access
 - e) Security measures over database installation, password policies and user roles and privileges
 - f) Access control on database objects – tables, views, triggers, synonyms, etc.
 - g) Database restoration and recoverability
 - h) Audit trails configuration and monitoring process
 - i) Network connections to database
- Review of Network and Website will include:
 - a) Penetration and vulnerability testing
 - b) Security exposures to internal and external stakeholders
 - c) Installation of requisite prevention systems like Intrusion Prevention Systems (IPS), etc.
- Review and Implementation of Security Policies and Controls will include:
 - a) Review of backup process, including schedule, storage, archival and decommissioning of media
 - b) Physical access controls review (over DC and other critical area)
 - c) Incident management process – covering identification, response, escalation mechanisms
 - d) Anti-virus (malware) controls – patching, virus definition file update
 - e) General computer controls review
 - f) Audit of IT Infrastructure will include monitoring the deployment of IT infrastructure at various locations including Data center and Disaster recovery center as per the BOM specified for the SI.
 - g) Performance / SLA Audit - whether the actual level of performance of the services is the same as specified in the contract of SI.
 - h) Identify the key issues / bottlenecks in the system and suggest mitigation plans.
 - i) Overall compliance to MSA and SLA - The compliance of the implementation partner with any other obligation under the MSA and SLA.

iv. UAT and Go-Live Report :

- a) Assist & support to assess and certify the solution and associated infrastructure & services.
- b) Planning, preparing & execution of the User Acceptance Test, tracing the functional requirements before the Go Live
- c) Preparation and submission of Go-Live Report, which should shall include the following:

- Hardware at various locations and data centre
- Networking equipments and connectivity
- Data digitisation and migration
- Training to the departmental personnel
- Handholding support
- Integration with applications of other departments / agencies etc.
- Any corrective or preventive actions required from any of the stakeholders
- Highlight the changes required in the applications and ensure that the suggested changes are incorporated in the system by the SI

v. Monitoring the O&M

- a) Support SPV for monitoring of the compliance of the contractual obligations of the SI.
- b) Monitor the operations and maintenance of the overall system as per the standards and requirements defined for SI including but not limited to resolution of issues, availability of the system, updating hardware or system software etc.
- c) Ensure that the SLAs and performance levels defined for SI are met as agreement. The Consultant shall review the SLA performance, capacity and effectiveness of the helpdesk set up by the SI.
- d) The Consultant shall be responsible for reviewing the work of System Integrator and recommend payments to the SPV.
- e) The Consultant shall provide support to the Client for the successful completion of the Project and its handing over to Client/ any other agency as decided by the Client.
- f) The Consultant shall be responsible for reviewing the work of System Integrator and approve payments to be made to the SI by the Client.
- g) **The Consultant shall provide support to the Smart City/SPV for the successful completion of the Smart City Project and its closure.**

5. Team Composition & Qualification Requirements

5.1 The Professionals required for this assignment are categorized as core team and support team. The Core team shall provide full person man days' time on the project (field). The support team shall be on the need basis of the assignment.

5.2 Based on the scope of work, the Consultant shall assess the actual requirement of the professionals for carrying out the assignment for different project under all modules during the course of the assignment. A reasonable size team of support staff like support design engineers, quantity surveyors, draft men, junior analysts, field engineers etc. shall also be required to support the professionals. The Consulting firm may deploy the additional staff as per requirement of the assignment for which there will be no extra financial implications for the

Client and the cost of such additional staff is deemed to be included in the total Remuneration quoted by the Consultant in its Financial Proposal.

5.3 The broad indicative team requirement of professionals as core team & support team and support staff has been indicated below. The consulting firm shall review the composition [position required, number of professionals and mandays for each professional] and finalize as per the requirement of the assignment (modules).

5.4 The CVs of the core team shall be evaluated for technical score are indicated below:

	Position	Man month	Minimum Qualification & Experience
For Time Based Contract (Task 1 & 3)			
Task 1: Core Team ¹for Project Management(The CVs shall be submitted by the Consultant for the following professionals)			
1.	Project Manager/ Team Leader cum Urban Management Specialist [CV for this position shall be evaluated.]	36	<ul style="list-style-type: none"> • Masters in Planning /Bachelor in Engineering with MBA • 15 Years' experience in Urban Sector • Experience of Project Management in Urban Infrastructure Works. Experience as Team leader/ Deputy Team leader for minimum 5 projects. • Knowledge of urban development policies, issues and Project experience
2.	Urban Infrastructure Specialist [CV for this position shall be evaluated.]	30	<ul style="list-style-type: none"> • Master's in Civil Engineering • 10 Years' experience in Urban Sector • Experience in citywide urban development and infrastructure planning/ design. (Water supply, sewerage/septage / SWM/ urban roads etc.).etc) • Knowledge of urban development issues and Project experience.
3.	E-Governance Specialist & BPR Specialist [CV for this position shall be evaluated.]	36	<ul style="list-style-type: none"> • Master's Degree in Information Technology/ Engineering/Management/MCA • 10 years' relevant experience • Experience in working with the Gov/State Government/ ULB or similar institution for implementation e governance projects • Experience in preparation of technical document for e-Services and solution to implement the IT related infrastructure services /e-services, networking infrastructure etc.

¹SPV may change the core team and the man days as per the requirement of the Projects identified under Smart City Proposal and accordingly evaluate the CVs of core team for technical score.

4.	Smart IT Solution Specialist [CV for this position shall be evaluated.]	18	<ul style="list-style-type: none"> • Master's Degree in Information Technology/ Engineering/Management/MCA • years' relevant experience • Experience in working with the Smart ICT solutions for Gol/State Government/ ULB or similar institution for implementation of Smart City projects • Experience in preparation of techno-financial feasibility of Smart ICT infrastructure for smart cities.
5.	Project Finance Specialist [CV for this position shall be evaluated.]	24	<ul style="list-style-type: none"> • Master's Degree in Finance/ Economics/ Chartered Accountant/ Commerce/ ICWA / Post Graduate in Economics with specialization in Public Finance. • 10 years relevant experience. • Experience of municipal finance analysis, municipal budgeting and accounting and financial projections. • Experience in Financial Modelling in Urban Infrastructure and PPP.
6.	Procurement and contract specialist [CV for this position shall be evaluated.]	18	<ul style="list-style-type: none"> • Degree in Engineering/ Management/ law / Business Administration or Equivalent • 10 years' experience in the area of public procurement • Experience in contract procurement /management infrastructure/ urban projects. • Knowledge of state purchase Manual
7.	PPP specialist [CV for this position shall be evaluated.]	12	<ul style="list-style-type: none"> • MBA (Finance) / CA/CFA or equivalent • 10 years' experience in project funding, structuring of PPP projects. • At least developed 02 (two) PPP projects for which the Concessionaire has been appointed and the projects are in execution and/or in operation mode with one project in area of Smart City.
8.	Urban Designer	15	<ul style="list-style-type: none"> • Graduate Architect with Masters in urban design • 10 years relevant experience. • Experience in relevant field

Task 3: Support Staff for Project Implementation and Supervision (The CVs shall be submitted by the Consultant for the following professionals)

1.	Construction Manager	18	<ul style="list-style-type: none"> • Graduate in Civil Engineering • 10 years' experience in construction management of Urban Service delivery projects (Water Supply/ Sewerage/ Drainage / Drainage/ Solid Waste Management). • Knowledge of different construction methodologies. • Knowledge of latest Project Management tools
2.	Assistant Construction Manager	12	<ul style="list-style-type: none"> • Graduate in Engineering • 5 years' experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management)

3.	Urban Planner	12	<ul style="list-style-type: none"> • Post-graduation in Urban Planning • 5-7 years' experience in integrated land use planning • Experience in GIS based land use planning, preparing Master Plan/CDP/SCP etc • Experience developing Development Control Regulations • Knowledge of land management tools like land pooling, TDR etc • experience in Urban research
4.	Landscape Architect/ Smart Street Designer, Utility Corridor	12	<ul style="list-style-type: none"> • Master's degree in Landscape Architecture with Degree in Architecture • 10 years' relevant experience • Experience in preparation of technical requirement plans / document of utility corridor/ document pavement design /street scape/ landscaping etc.
5.	ICT Expert	20	<ul style="list-style-type: none"> • Masters in Computer Application/ B-Tech in Computer Science/ IT • 5 years Should have at least two projects of consulting experience Smart Solutions (ITMS/Command Center/ City WiFi/ULB ERP)
6.	Support Engineer (3)	72	<ul style="list-style-type: none"> • Degree/Diploma in relevant branch • Degree in (relevant branch) Engineering with 2 years' experience Or Diploma in (relevant branch) Engineering with 4 years' experience
For Lump Sum Contract			
<p>Task 2: Project Design and Development Team (The CVs shall be submitted by the Consultant for the following professionals. However Consultant may propose additional skillsets to complete the task. Consultant should also propose the duration for assignment for these professional based on their approach and methodology)*</p>			
1.	Hydraulic / Drainage Expert	6	<ul style="list-style-type: none"> • Graduate Civil Engineer • 10 years' experience in drainage network designs and construction. • Experience in drainage network construction. • Experience in Rain water harvesting schemes, • Knowledge of preparation of drainage master plan
2.	ICT Expert	9	<ul style="list-style-type: none"> • Masters in Computer Application/ B-Tech in Computer Science/ IT • 5 years in implementing ICT projects in Urban area. • Should have at least two projects of consulting/ implementing of city owned ICT projects

3.	Landscape/ Smart Street Architect	6	<ul style="list-style-type: none"> • Master's degree in Landscape Architecture with Degree in Architecture • 10 years' relevant experience • Experience in preparation of technical requirement plans / document pavement design /street scape/ landscaping etc.
4.	Water Supply Expert	6	<ul style="list-style-type: none"> • Degree in Civil Engineering with Post Graduation in PHE / Environment Engineering • 15 years' experience in water supply projects • Design and restructuring of water supply / distribution network projects • Experience in Operation & Maintenance of Urban Water Supply schemes.
5.	Lake conservation Specialist, Rain Water Harvesting	6	<ul style="list-style-type: none"> • Degree in Civil Engineering with Post Graduation in PHE / Environment Engineering • 15 years' experience in water supply projects • Design and restructuring of water supply / distribution network projects • Experience in Operation & Maintenance of Urban Water Supply schemes/Lake conservation/Rain Water Harvesting.
6.	Sr. Business Analyst BPR Specialist	9	<ul style="list-style-type: none"> • Degree in BE/B-Tech. with MBA • 5 years' relevant experience • Worked in similar capacity for at least 7 years. • Should have worked on at least 1 (one) urban project in government sector in similar capacity.
7.	Urban Designer	6	<ul style="list-style-type: none"> • Masters in Urban Design/Architecture or equivalent • 5 years' experience in Urban Designing of a heritage precinct. • Experience in Transit Oriented Development • Experience in Local area planning,
8.	Transportation Planning Engineer	6	<ul style="list-style-type: none"> • Master's Degree in Transportation Planning/ Transportation Engineering/ Highway Engineering/ Highway Planning • 5 years of experience in the area of Urban Transport Planning • Experience in city Mobility Plan preparation, • Transit Oriented Development (TOD) /
9.	Waste Water Expert	6	<ul style="list-style-type: none"> • Masters in Environmental Engineering/ Degree in Civil Engineering • 15years experience on water sourcing, planning & management of water supply and waste water projects including recycling and reuse of waste water and rainwater harvesting

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10.	Solar Energy/ Renewable Energy Expert	3	<ul style="list-style-type: none"> • B-Tech in Electrical/ Power Engineering / related sector • 5 years' experience in power projects viz., planning/designing for power generation, transmission and distribution.
11.	Electrical Engineer Expert	3	<ul style="list-style-type: none"> • B-Tech in Electrical/ Power Engineering • 12 years similar experience
12.	Affordable Housing Expert	3	<ul style="list-style-type: none"> • Masters in Urban Planning/Housing • 5 years' experience in Urban Poverty Alleviation • Experience in affordable housing, low cost housing and cost effective construction technology, slum improvement plan preparation.
13.	Communication Specialist	3	<ul style="list-style-type: none"> • Masters in mass communication • 5 years similar experience • Experience in management of multimedia and activities pertaining to social media
14.	Environment Management expert	3	<ul style="list-style-type: none"> • Postgraduate in Environmental Planning / Engineering /Environmental Sciences • 10 years' experience in conducting EIA, environment modelling & preparing Environmental Management plans, Clean Development mechanism.
15.	Utility Engineer	6	<ul style="list-style-type: none"> • Degree in Civil/ Mechanical Engineering • 10 years' experience in utility services.
16.	Social Development Specialist	3	<ul style="list-style-type: none"> • Master's Degree or equivalent in social development disciplines • 10 years' experience in years' experience in Urban Poverty Alleviation. • Experience in urban social welfare projects/ community mobilization/ Social Development Sub-Plan
17.	Structural Engineer	3	<ul style="list-style-type: none"> • Masters in Structural Engineering • 10 years related. • Should have the experience in structural design of infrastructure projects.
18.	GIS & Remote Sensing Expert	6	<ul style="list-style-type: none"> • Masters in Civil and Master in Computer Management • At least 10 years of experience • Should have worked on GIS (e.g. Utility mapping, city governance etc.) projects in Urban/ Infrastructure • Knowledge of major GIS software products, and applications
19.	Business Analy Junior BPR Specialist	6	<ul style="list-style-type: none"> • MCA / Post Graduate in any discipline with diploma / degree in IT / BE/B-Tech. • 5 years' experience in similar field

20.	Information Security Systems Expert	6	<ul style="list-style-type: none"> • MCA/ B Tech / M Tech in IT with certification in CISSP/ CCSP • 5 years' experience in similar field
21.	Solution Architect	6	<ul style="list-style-type: none"> • Degree in Information Technology/ Electronics Engineering or equivalent • 5 years' experience in similar field
22.	Networking & Infrastructure Specialist	3	<ul style="list-style-type: none"> • MCA/ B Tech / M Tech in IT with certification in CCNA • 5years experience in similar field
23.	ITMS Expert	9	<ul style="list-style-type: none"> • B-Tech in Information Technology/ Electronics & Communication Engineering / Electronics Engineering / Computer science • 5 Years' experience in IT field • Minimum 2 projects experience in designing and implementation of large ITMS/ BMS including Surveillance & Video Analytics
24.	Integrated Command Center Expert	9	<ul style="list-style-type: none"> iv. BE/B-Tech in Information Technology/ Electronics & Communication Engineering / Computer science • 10 Years' experience in IT field • Minimum 2 Projects experience in designing and implementation of large Command Centre
25.	Cost Accountant	6	<ul style="list-style-type: none"> v. CA/Cost Accountants or equivalent vi. 5 Years professional experience
26.	Legal/ Tax Expert	6	<ul style="list-style-type: none"> vii. CA viii. 10 years of experience ix. Should have provided tax/legal advice on government or large infrastructure projects

* The team composition is indicative. The Consultant shall review the composition and suggest suitable skillsets and man months for specialists and support staff as per their approach and methodology.

However for Time Based tasks minimum man month of professionals (mentioned above under respective tasks) should be followed while preparing the technical proposal.

6. Reporting Requirements and Time Schedule and Deliverables

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

a. Activity 1:

Mobilization and establishment of Project office, and submission and acceptance of Inception Report by the Client: Inception Report containing approach, methodology, work plan and staffing schedule for the project activities and schedule for deliverables;

b. Activity 2: Situation analysis report

- i. Preparation of situation analysis report for each module.
- ii. Preparation and Submission of Business Re-engineering Report (BPR) and Final function requirement specifications (FRS) and its acceptance & approval by the Client.

c. Activity 3: Feasibility Report

The Report shall address the following aspects:

- Evaluation of design alternatives
- The topography and development pattern of the project area
- Develop historic and future population growth and determine the impact of the population growth on projects under taken in Smart City Mission.
- Preliminary design and cost estimation
- Operation and maintenance aspects
- Financial planning and evaluation
- Institutional and social capacity
- Environmental and Social Impact Assessments
- Formulation of work implementation plan
- Preliminary procurement plan
- Preliminary construction schedule
- Organization evaluation and capacity building and any other relevant information required on project to project basis.
- Identification of potential PPP projects.
- Recommendation of suitable arrangement for contracting including DBO / DBFOT/Management Contracts etc.
- Environmental Management Plan

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

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

- Project Proposal
- Project Evaluation Criteria
 - General information: To include basic technical design, institutional arrangements
 - Estimated Project Cost
 - Project Revenue

- Estimated Project Benefits and Costs
 - a. Financial
 - b. Economic
- Risk Allocation Matrix
- Project and Financing Milestones
- Economic and financial analyses,
- Location map
- Preliminary design, specification of works and materials
- Engineer's Estimate in the BOQ format, as necessary
- At this stage Consultant should also suggest / propose component wise suitable procurement options for proposed projects/module under the respective component.

e. Activity 5: Bid documents and award of contract

f. Activity 6: Project Implementation and Supervision

- Monthly Contract Performance and Management Reports** using PMIS/ Project Management IT tools for each contract during entire program period.
- Contract Completion Reports** for each project package..
- Quarterly and Yearly Progress Reports**

7. Time Schedule and activity wise Deliverable

7.1 The Activity wise time schedule shall be as follows, subject to

T₀ being the date of signing of Contract ; and,

T₁ being the date of appointment of implementing agency / System Integrator

S No.	Activity wise Deliverable	Time period
1	Activity 1: Inception Report	T₀ + 15 days
2	Activity 2 : a) For ABD Modules : Submission of Situation Analysis Report for Modules, its acceptance and approval by the Smart City / SPV b) For Pan City Module : Submission of Business Re-engineering Report (BPR) and Final function requirement specifications (FRS), its acceptance and approval by the Smart City / SPV	T₀ + 09 months NB : The time period may be extended once by 03 months by SPV as per requirement for assignment completion

3	Activity 3 : For ABD and Pan City Modules : Feasibility Study Report, its acceptance and approval by the Smart City / SPV	
4	Activity 4 : For ABD and Pan City Modules : Submission of Detailed Project Report, its acceptance and approval by the Smart City / SPV	
5	Activity 5 : For ABD and Pan City Modules : Submission of Bid Documents, its acceptance and approval by the Smart City / SPV	
6	<p>Activity 6 : Project Implementation Support</p> <p>(b) For ABD Modules Implementation</p> <p>(c) For Pan City Module</p> <p>Including inter alia the following during implementation period - (i) Submission & acceptance of User Acceptance Test (UAT) Reports ; (ii) Submission Of Standardization Testing and Quality Certification (STQC) Certificate(s) ; and, (iii) Submission and acceptance of "Go-Live" Report</p>	<p>From the date of selection of the implementation Agency T₁ to (T₀+ 3 Years)</p> <p>From the date of selection of the implementation Agency for each module to (T₀+ 3 Years)</p> <p>From the date of selection of the System Integrator (SI) T₁ to (T₀+ 3 Years)</p> <p>For activities (i), (ii) and (iii) : T₁+ 04 Months During implementation by System Integrator (SI)</p>

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

8. Client's Input and Counterpart Services and Facilities

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- a) Services, facilities and property to be made available to the Consultant by the Client: Adequate office space shall be provided to the Consultant by the Client.
- b) Professional and support counterpart personnel to be assigned by the Client to the Consultant's team: As per requirement and at the request of the Consultant.
- c) The Consulting firm will be responsible to:
 - Arrange for fully equipped office and office operation related facilities for roject development team.
 - Arrange for data collection, survey and investigation, preliminary design, report preparation of reports for projects modules
 - Arrange for communication related to contract, data processing, computers, printing equipment and necessary stationeries.
 - Arrange for all transportation and travelling including local travel required for the assignments to perform the consultancy services/job.
 - The equipments/ furniture purchased from the funds provided by the Client shall be the property of the Client and on completion of the project the Consultant shall return all those equipments/furniture in workable condition.

9. Payment Schedule

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

I. The payment shall be made as follows:-

Activity wise Deliverable	Payment Schedule
The accepted contract amount shall be in the following proportion;	
(a) Accepted Contract Amount (M)= [insert amount]	
LUMP SUM BASED FOR TASK 2 (Activity 2 -5)	
(b) For Activity 2 to Activity 5, Lump sum amount (M ₁) = Fin 3B + Fin 4B	
For Activity 2 to Activity 5 payment shall be made on pro rata basis of the modules	
For each module payment shall be (M ₂) = M ₁ X N	
N = Actual Module cost / Total cost* of Area Based Development and Pan City Proposals.	

* For total cost please refer Annexure I

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<p>Within a module the total amount (M₂), for activity 2 to activity 5 shall be paid as mentioned below:</p>	
<p>Activity 2 :</p> <p>a) For each ABD Module: Submission of Situation Analysis Report for Modules and its acceptance & approval by the AGARTALA Smart City Limited Development Agency Limited. For Smart Solution Module: Submission of Business Re-engineering Report (BRR) and Final function requirement specifications (FRS) and its acceptance & approval by the AGARTALA SMART CITY LIMITED .</p>	
<p>Activity 3</p> <p>For each ABD and Smart Solution Module : Feasibility Study</p> <p>b) Report and its acceptance & approval AGARTALA SMART CITY LIMITED .</p>	25% of M ₂
<p>Activity 4</p> <p>For each ABD and Smart Solution Module : Submission of Detailed Project Report and its acceptance & approval by the AGARTALA Smart City Limited</p>	25% of M ₂
<p>Activity 5</p> <p>For each ABD and Smart Solution Module : Submission of Bid Documents and its acceptance & approval by the AGARTALA Smart City Limited.</p>	12.5 % of M ₂
<p>TIME BASED FOR TASK 1&3 (Activity 1 and 6)</p> <p>(a) For Activity 1 to Activity 6, Time Based amount (M₃) = Fin 3A + Fin 4A</p>	
<p>Monthly payment shall be made on Time Based Input of the Experts as per the per day professional fee quoted by the Consultant and accepted by the AGARTALA SMART CITY LIMITED of the Smart City. The Monthly payment shall be made on the basis of actual deployment of man days and Approved Time Sheet(s) by the AGARTALA SMART CITY LIMITED.</p>	

1. Introduction

1.1 This Section outlines the basic structure of Agartala Smart City Project in terms of its components, financial outlays and source of funding these and the modality of implementation envisaged for these for the understanding of the prospective bidders. The figures mentioned are based on the sanctioned Project Report. However, as per the Scope of Services included in the Terms of Reference in Section-5, ABD and Pan City Development are to be vetted in consultation with stakeholders with regard to the technical and economic feasibility and sustainability etc. and therefore projects may change so as to align and adapt with mission objective in consultation with the stakeholders/employer. Thus, for present, these figures may be taken to be the closest to accurate indicators by the prospective bidders.

1.2 Out of the total sanctioned cost of Rs. 2058.36 crore for Agartala Smart City, the Total Capital Cost of implementable Project components other than A&OE is approximately Rs.1988.38 crore.

1.3 From the viewpoint of the nature of the Project components in relation to the Agartala City, these are classifiable into either of the following two -

A. Area Based Development:

Agartala's area based development (ABD) envisions to retrofit and redevelop 2800 acres centered on Central Business District (CBD) -of Agartala and transform it into a light-house for the city and to showcase it as a smart neighbourhood.

The ABD focuses on the following:

1. Redevelopment of 32 acre of land at Akhaura Gol Chakkar Area through redevelopment strategy.
2. Utility trenches corridor- Laying of 54.03 kms of utility trenches on major roads in CBD which will carry all important utilities
3. Katakhal Channel Rejuvenation.
4. MBB College Lake Revitalization.
5. Smart multilevel car parking in PPP Model.
6. Digital Information Kiosk/Dashboard.
7. App Based Tele Medical and Information System.
8. Solar Electricity of 2 MW as 10% of city's energy requirement.
9. Recharge Pits.
10. Rainwater Harvesting.
11. Innovative Use of Open Spaces.
12. Innovative use of Water Bodies.
13. Visible improvement of the area.
14. Sewerage Treatment Plant.
15. Beautification of Junctions with Smart Elements.
16. Upgradation of Major Roads along with Pathways and Cycle Tracks.
17. School and Play Ground Up-gradation.

B. Pan City Proposal:

Idea for the pan city is derived from providing services to entire city through application of ICT Components. Pan City proposal consist of

1. Integrated Intelligent Traffic Management System consisting of i) Modernization of Junctions, Traffic Nodes cum Safety & Security including (a) Smart Traffic Signals, (b) Installation CCTV & (c) ANPR (Automatic Number Plate Recognizer) Cameras.
2. Smart Bus Stop/Shelters with modern information system including Bus Stop.
3. Passenger Information System in different locations.
4. Vehicular Monitoring System including (a) Installation of GPS (Global Positioning System) in Auto-Rickshaw & E-Rickshaw. (b) General Packet Radio Service (GPRS)
5. Electronic Ticketing Machine (ETM).
6. Integrated Control & Operation Centre.
7. City-Wide Wi-Fi.
8. Optical fibre cable.
9. Signage.
10. Bus Stand cum Depot Infrastructure including (a) Depot Area (b) Commercial Components (Shops).
11. Information & Communicating System.
12. Hapania Solar Farm under PPP.
13. Septage management System (under convergence with ADB).
14. Water Supply(convergence with AMRUT/ADB)

2.1 From the point of view of project funding sources, the project components broadly fall under one of the three categories –

- (i) Components for which fund is planned to come from Smart City Mission ;
- (ii) Components to be implemented through convergence with other schemes ; and,
- (iii) Components to be taken up under Public Private Partnership (PPP) mode.

The funds for the first two categories are assured through sanctions already accorded by respective funding Central / State Government Ministry or Department. The mobilization of funding resources for Project components in the third category will have to be suggested by the prospective Bidders and the revenue generation model and quantum will also be a factor for evaluation of the Bids received.

2.2 The DPR preparation and implementation of the project components falling in the first and the third category mentioned at Para 1.2 above will be done through the selected Consultants. The DPR preparation and selection of agencies for implementation of the Project components in the second category mentioned at Para 1.2 above are to be done by the para-statal agencies which are selected as Nodal for implementation of these Project components. The selected Consultants will be

required to perform the other designated responsibilities in relation to these Project components, inter alia those enumerated in the Detailed Scope of Work within Section-5 : Terms of Reference.

3. For the convenience of understanding of the prospective bidders, vis-à-vis the basic structure of Agartala Smart City Project in terms of its components, financial outlays and source of funding these and the modality of implementation envisaged for these, the entire shelf of projects under Smart City Mission are categorized as follows:

3.1. The modules (set of projects) identified under the ABD proposal and PAN city Proposals for which fund is assured under Smart City Mission and PMC shall provide the entire range of consulting services to design, develop, manage and implement the projects in the field

Total cost= (ABD projects + PAN City projects) : Rs. 939.44 cr.

3.1.a. Projects under ABD: (Rs. 825.95 cr.)

1. Utility Corridor	: 333.95 cr.
2. Upgradation of Major Roads along with Pathway and Cycle Tracks	: 130.00 cr.
3. Digital Information Kiosk/Dashboard	: 1.00 cr.
4. App based Tele Medical and Information system	: 1.00 cr.
5. Recharge Pits	: 48.57 cr.
6. Rainwater Harvesting	: 30.23 cr.
7. Innovative use of Open Space	: 21.53 cr.
8. Innovative use of Water Bodies	: 30.00 cr.
9. Visible Improvements in the Area	: 41.25 cr.
10. Beautification of Junction with Smart Elements	: 9.42 cr.
11. School and Playground up-gradation	: 7.00 cr.
12. Katakhal Channel Rejuvenation	: 70.00 cr.
13. MBB College Lake Revitalization	: 85.00 cr.
14. Sewerage Treatment Plant	: 17.00 cr.

3.1.b. Projects under PAN City proposal (Rs. 113.48 cr.)

1. Integrated Intelligent Traffic Management System consisting of Modernization of Junctions, Traffic Nodes cum Safety & Security	: 10.60 cr.
2. Smart Bus Stop/Shelters with modern information system including Bus Stop	: 6.71 cr.
3. Passenger Information System in different locations	: 8.17 cr.
4. Vehicular Monitoring System including (a) Installation of GPS (Global Positioning System) in Auto-Rickshaw & E-Rickshaw. (b) General Packet Radio Service (GPRS)	: 18.25 cr.
5. Electronic Ticketing Machine (ETM)	: 1.61 cr.
6. Integrated Control & Operation Centre	: 12.42 cr.

7. City-Wide Wi-Fi	: 14.82 cr.
8. Optical fibre cable	: 30.04 cr.
9. Signage	: 0.86 cr.
10. Information & Communicating System	: 10.00 cr.

3.2. Projects for which fund is assured and to be implemented through Government Departments/Parastatal Agencies and the PMC shall assist SPV to monitor and supervise the implementation as well as exploring the possibilities of revenue generation and to prepare documents for reporting to State Government/Ministry of Urban Development, Government of India.

Total cost: (ABD projects + PAN City projects) :Rs. 304.00 cr.

3.2.a. Projects under ABD: (Rs.)- NIL

3.2.b. Projects under PAN City proposal: (Rs. 304.00 cr.)

(i) Septage management System (under convergence with ADB).	: 13.50 cr.
(ii) Water Supply (convergence with AMRUT/ADB)	: 290.50 cr.

3.3. Projects to be implemented through PPP mode and the PMC shall assist SPV to prepare documents for PPP model, monitor and supervise the implementation by private partner and to explore the possibilities of revenue generation and prepare documents for reporting to State Government/Ministry of Urban Development, Government of India.

Total cost: (ABD projects + PAN City projects) : Rs. 744.94 cr.

3.3.a. Projects under ABD: (Rs. 695.69 cr.)

(i) Redevelopment of Akhaura Golchakkar Area (32. Acres in PPP Model)	: 591.80 cr.
(ii) Smart multilevel car parking in PPP Model	: 91.44 cr.
(iii) Solar Electricity	: 12.45 cr.

b. Projects under PAN City proposal (Rs. 49.25 cr.)

(i) Hapania Solar Farm under PPP	: 40.00 cr.
(ii) Bus Stand cum Depot Infrastructure including	: 9.25 cr.
(a) Depot Area	
(b) Commercial Components (Shops)	

Section-6. Standard Form of Contract for Consultants' Service

Contents

- I. Form of Contract
- II. General Conditions of Contract
 1. General Provisions
 2. Commencement, Completion, Modification and Termination of Contract
 3. Obligations of the Consultant
 4. Consultants' Personnel and Sub-Consultants
 5. Obligations of the Employer
 6. Payments to the Consultant
 7. Fairness and Good Faith
 8. Settlement of Disputes
 9. Liquidated Damages
 10. Miscellaneous Provisions
- III. Special Conditions of Contract
- IV. Appendices

Appendix A – Description of Services

Appendix B - Reporting Requirements

Appendix C - Staffing Schedule

Appendix D - Cost Estimates in Foreign Currency

Appendix E - Duties of the Employer

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CONTRACT FOR CONSULTANTS' SERVICES

between

[Name of the Client]

and

[Name of the Consultant]

Dated:

Form of Contract

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

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

[**Note:** If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Client") and, on the other hand, a joint venture/consortium/Association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely,

[name of Consultant] and [name of Consultant] (hereinafter called the "Consultant").]

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices: [**Note:** If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix]

Appendix A: Description of Services

Appendix B: Reporting Requirements Appendix C: Staffing Schedule

Appendix D: Breakdown of Contract Price Appendix E: Duties of the Employer

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

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

For and on behalf of Agartala Smart City Limited

[Authorized Representative]

For and on behalf of [name of Consultant]

[Authorized Representative]

[**Note:** If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

General Conditions of Contract

1. General Provisions

1.1 Definitions The terms defined in the Part-I of Section-2 : Instruction to Consultants under Standard Definitions shall have the same meaning wherever used in this Contract.

Unless the context otherwise requires, the following terms wherever used in this Contract shall have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (c) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.
- (d) “GC” means these General Conditions of Contract.
- (e) “Local Currency” means Indian Rupees.
- (f) “Member” means any of the entities that make up the joint venture/consortium/Association ; and “Members” means all these entities.
- (g) “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.
- (h) “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (i) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (j) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (k) “Third Party” means any person or entity other than the “Employer”, or the Consultant.

(l) "In writing" means communicated in written form with proof of receipt.

1.2 Relationship Between the Parties : Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Employer and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address : Agartala Smart City Limited, Agartala Municipal Corporation, 5th Floor, City Centre, Paradise Chowmohani, Agartala, 799001.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 Location: The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.

1.7 Authority of Lead Partner: In case the Consultant consists of a joint venture/consortium/ Association of more than one entity, the Members hereby authorize the entity specified (Lead Consultant) in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Employer under this Contract, including without limitation the receiving of instructions and payments from the Employer. However, each member or constituent of Consortium of Consultant shall be jointly and severally liable for all obligations of the Consultant under the Contract.

1.8 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Employer or the Consultant may be taken or executed by the officials specified in the SC.

1.9 Taxes and Duties: The Consultant, Sub-Consultants and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

(a) The client shall reimburse Service Tax payable in India as per applicable law. The Consultant shall register itself for Service Tax with appropriate authority in Tripura and shall provide the Register number to the Client.

(b) Tax will be deducted at source as per the prevailing Income Tax Rules.

1.10 Fraud and Corruption

1.10.1 Definitions: It is the Employer's policy to require that Employer as well as Consultants observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more Consultants, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.10.2 Measures to be taken by the Employer

(a) The Employer may terminate the contract if it determines at any time that representatives of the Consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

(b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Employer-financed contract;

1.10.3 Commissions and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the "Employer's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions. The effectiveness conditions are the following :

- (i) Approval of the contract by the Employer.
- (ii) Appropriate security for advance payment acceptable to the Employer.
- (iii) Any unforeseen reason forcing closure of the programme before effectiveness of the Contract.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties shall be one Month, either Party may, by not less than twenty-one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

2.3 Commencement of Services: The Consultant shall begin carrying out the Services not later than fifteen (15) days after the Effective Date of the Contract.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC2.9 hereof, this Contract shall expire at the end of thirty-six (36) Months after the Effective Date of Contract.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations: (a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its

obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(ii) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be Taken: (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure

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

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

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Employer, shall either:

(i) demobilize,; or

(ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

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

2.9 Termination

2.9.1 By the Employer: The Employer may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing.

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant, in the judgment of the Employer, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(d) If the Consultant submits to the Employer a false statement which has a material effect on the rights, obligations or interests of the Employer.

(e) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(f) If the Consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the Consultant to improve the quality of the services.

(g) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(h) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.9.1.2 In such an occurrence the Employer shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (h).

2.9.2 By the Consultant: The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

(a) If the Employer fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the Employer fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

(d) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Employer of the Consultant's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations: Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 Cessation of Services: Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Employer, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Employer shall make the following payments to the Consultant:

(a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h)(i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;

(b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the Consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the Employer may consider to make payment for the part satisfactorily performed on the basis of Quantum Meruit as assessed by it, if such Part-Is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within Thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance: The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-Consultants or Third Parties.

3.2 Conflict of Interests: The Consultant shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Consultant shall promptly disclose the same to the Employer and seek its instructions.

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.: (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept

for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Employer on the procurement of goods, works or services, the Consultant shall comply with the Employer's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Employer.

3.2.2 Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality: Except with the prior written consent of the Employer, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken out by the Consultant: The Consultant (i) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage as specified in the SC, and (ii) at the "Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums therefor have been paid.

3.5 Accounting, Inspection and Auditing: The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Employer or its designated representative and/or the Employer, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors

appointed by the Employer or its designated representative, if so required by the Employer or its designated representative as the case may be.

3.6 Consultant's Actions Requiring "Employer's Prior Approval: The Consultant shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Employer. Notwithstanding such approval, the Consultant shall always retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Employer to be incompetent or incapable or undesirable in discharging assigned duties, the Employer may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Employer, or to resume the performance of the Services itself.

3.7 Reporting Obligations: The Consultant shall submit to the Employer the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the Consultant to be the Property of the Employer: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Employer under this Contract shall become and remain the property of the Employer and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Employer, together with a detailed inventory thereof.

The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request.

If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Employer's prior written approval to such agreements, and the Employer shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 Equipment, Vehicles and Materials Furnished by the Employer: Equipment, vehicles and materials made available to the Consultant by the Employer, or purchased by the Consultant wholly or partly with funds provided by the Employer, shall be the property of the Employer and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Employer an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the "Employer's instructions.

While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the expense of the Employer in an amount equal to their full replacement value.

3.10 Equipment and Materials Provided by the Consultants: Equipment or materials brought into Tripura by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

4.1 General: The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

4.2 Description of Personnel: (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the Consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the Employer, his/her name is to be listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Employer, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Employer's written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Employer and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

4.3 Approval of Personnel: The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Employer. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Employer for review and approval a copy of their Curricula Vitae (CVs). If the Employer does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Employer.

4.4 Removal and/or Replacement of Personnel: (a) Except as the Employer may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the

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Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependants) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Employer. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replaced person. Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.5 Resident Project Manager: If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services a resident project manager, acceptable to the Employer, shall take charge of the performance of such Services.

5. OBLIGATIONS OF THE EMPLOYER

5.1 Assistance and Exemptions : Unless otherwise specified in the SC, the Employer shall use its best efforts to ensure that the Government shall:

(a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services. However on the plea of non-availability of any such document due to unavoidable circumstances, Consultant shall not be allowed for any delay or non-execution of any assigned work conforming to RFP without prejudice to this right as per agreement.

(b) Arrange for the logistic support for the Foreign Personnel for any documents required for stay in Tripura.

(c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Consultant for providing the services i.e. service tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the Employer: (a) The Employer shall make available to the Consultant and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E at the times and in the manner specified in said Appendix E.

(b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Consultant for the performance of the Services .

5.4 Payment: In consideration of the Services performed by the Consultant under this Contract, the Employer shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.

5.5 Counterpart Personnel: (a) If necessary, the Employer shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Employer with the Consultant's advice, if specified in Appendix E.

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

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services (a) The total cost of the Services payable is set forth in Appendix-D as per the Consultant's proposal to the Employer and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

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(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

6.3 Terms of Payment: The payments in respect of the Services shall be made as follows:

(a) The Consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and as per the specified percentage as per SC 6.

(b) Once a milestone is completed, the Consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the Consultant without further delay.

(c) Final Payment : The final payment as specified in SC 6 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Employer. The Services shall be deemed completed and finally accepted by the Employer and the final report and final statement shall be deemed approved by the Employer as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Employer unless the Employer, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Employer has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Employer within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Employer for reimbursement must be made within twelve (12) calendar months after receipt by the Employer of a final report and a final statement approved by the Employer in accordance with the above.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the Consultant and the Consultant has made presentation to the CMC / Employer with / without modifications to be communicated in writing by the Employer to the Consultant.

(e) If the deliverables submitted by the Consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the

payment due to the Consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the Consultant only after it re-submits the deliverable and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the Consultant in writing and the Consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

(h) In case of early termination of the contract, the payment shall be made to the Consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Consultant shall provide the details of persons who reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man-month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

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

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Employer and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Employer and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held in Tripura at Agartala and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. Liquidated Damages

9.1 The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract as specified in Appendix D.

9.3 The liquidated damages shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule as specified in SC 6, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.

(b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice; the Consultant shall be liable for Liquidated Damages for an amount equal to 0.05% of total cost of the services for every week or part thereof for the delay.

10. Miscellaneous provisions:

(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.

(iv) Each constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of works/services including that of its Associates/Sub Contractors under the Contract.

(v) The Consultant shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.

(vi) The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant's) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.

(vii) The Consultant shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.



(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of Tripura or the Employer.

11. Performance Security

The Performance Security shall be provided to the Employer no later than the date specified in the Contract and shall be issued in an amount of 10% of the Contract value by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the total cost of services is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee.

III. Special Conditions of Contract:

SC Clause	Ref. of GC Clause	Supplements to Clauses in the General Conditions of Contract
	1.5	The addressee is: Consultant : Attention : Facsimile :
	1.7	{Lead Partner is [insert name of member]} Note: If the Consultant consists of a joint venture/ consortium/ Association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.
	1.8	The Authorized Representatives are: For the Employer: CEO, Agartala Smart City Limited For the Consultant:
4	3	Limitation of the Consultants' Liability towards the Employer (i) The ceiling on Consultant's liabilities shall be limited to (a) total cost, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultants to such liabilities whichever of (a) or (b) is higher.
5	3.5	The risks and the insurance coverage shall be as follows: a.) Third Party motor vehicle liability insurance as required under India's Motor Vehicles Act, 1988, by the Consultant or its Personnel or any Sub-Consultants or their Personnel for the period of consultancy;
		b.)Third Party liability insurance, with a minimum coverage of [insert amount and currency]; c.)Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable as per 3.4 of SC of the consultancy;

SC Clause	Ref.of GC Clause	Supplement to Clauses in the General Conditions of Contract
5	3.5	<p>d.) Employer's liability and Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>e.) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.</p> <p>f.) Any other law/rule as applicable in India.</p>
6	6.3	<p>10% of the Contract Value will be paid as mobilization advance, if so desired, on submission of bank guarantee of the amount equal to 110% of the advance sought by the Consultant.</p> <p>The First instalment of recovery shall be effected form each running bill paid immediately following the payment of mobilisation advance and the last instalment of the recovery shall be affected during the third month preceding the month in which the due date of completion falls. The various instalments of recovery shall be of equal amounts.</p> <p>For Time Based components:</p> <p>For Task 1 and Task 3:</p> <p>On Time based as mentioned in Appendix A, Description of Services and described below:</p> <p>(i) Remuneration of Personnel as indicated in Financial proposal</p>
		<p>submission Form Fin 3, and as agreed during Negotiations, will be reimbursed on monthly basis as per this contract according to the agreed work plan.</p> <p>(ii) Payment for Reimbursable Expenses as indicated in Financial proposal submission Form Fin 4, be reimbursed on actual/ and as agreed during Negotiations and as per Appendix of Financial Proposal-Section-4</p>

SC Clause	Ref. of GC Clause	Suppliments to Clauses in the General Conditions of Contract
		(iii) Payment for Provisional Sum as per Appendix of Financial Proposal – Section-4 For Lumpsum Component For Task 2:

Binding signature of Employer Signed by _____

Binding signature of Consultant Signed by _____

(for and on behalf of _____ duly authorized vide Resolution No _____

dated _____ of the Board of Directors of _____)

In the presence of (Witnesses)

- 1.
- 2.

Handwritten mark

IV. Appendices

APPENDIX A – DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the Employer and the Consultants during technical negotiations, dates for completion of various tasks, place of performance for different tasks/activities, specific tasks/activities/outcome to be reviewed, tested and approved by Employer, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C – STAFFING SCHEDULE

(Include here the agreed (negotiated staffing schedule including the engagement of sub-contractors, if any)

APPENDIX D – Total COST OF SERVICES IN

(Include here the rates quoted in the financial proposal or the negotiated rates, whichever is applicable)

APPENDIX E - DUTIES OF THE Employer

(Include here the list of Services, facilities and property to be made available to the Consultant by the Employer).

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