

# REQUEST FOR PROPOSAL

System RFP No. : 21081

**Client: Bilaspur Smart City Limited**

**Country: INDIA**

***Project Name:***

**Implementation of Smart City Projects under Smart City Mission in Bilaspur City  
(C.G.)**

**Name of Assignment:**

**Selection of Project Management Consultant (PMC) for Assisting  
Bilaspur Smart City Limited to Design, Develop, Manage and  
Implement Smart City Projects under Smart City Mission (SCM) in  
Bilaspur (C.G.)**

**Issued on: 28/08/2017**

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## **DISCLAIMER**

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

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

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

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

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

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

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

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

## **Section 1. Letter of Invitation**

**City: Bilaspur**

28/ 08 /2017

**RFP No. 01;**

**Project Name:** Implementation of Smart City Projects of Bilaspur City under Smart City Mission.

**Name of the CLIENT:** Bilaspur Smart City Limited

**Title of the Consulting Services:** Project Management Consultant (PMC) for Assisting Bilaspur Smart City Limited to Design, Develop, Manage and Implement Smart City Projects of Bilaspur City under Smart City Mission (SCM).

1. The Bilaspur Smart City Limited (hereinafter called “Employer”) is implementing Smart City Projects in Bilaspur City under Smart City Mission.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): Project Management Consultant (Consultancy Services) for assisting Bilaspur Smart City Limited for Implementation of Smart City Projects under Smart City Mission (SCM) in Bilaspur City. More details on the Services are provided in the Terms of Reference (Section 7).
3. It is not permissible to transfer this invitation to any other firm.
4. A firm will be selected under Quality and Cost Based Selection method (QCBS) in a Proposal format as described in this RFP.
5. Consultants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
6. The bids shall be accepted through e-tendering process as well as in the Physical form as described in the RFP. In case of any discrepancy in the soft and physical copies of the bids submitted, the soft copy submitted through e-procurement portal shall prevail.
7. The Bid will be rejected in case the Consultant has submitted the conditional bid and/or the specifications of the terms to be supplied are not complied with RFP
8. The Consultants will submit the proposal by the date & time indicated in Data Sheet and the instructions to the Consultants called project specific information.
9. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants and Data Sheet

Section 3 – Qualification Documents & Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Corrupt and Fraudulent Practices

Section 7 - Terms of Reference

Section 8 - Standard Forms of Contract (Time Based linked with Performance)

Yours sincerely,

Managing Director,  
Bilaspur Smart City Limited,  
2<sup>nd</sup> Floor, Vikas Bhawan, Nehru Chowk, Bilaspur  
Chhattisgarh, India  
Pin- 495001.

## **Section 2. Instructions to Consultants and Data Sheet**

### **A. General Provisions**

#### **1- Definitions**

- (a) “ABD” means Area Based Development.
- (b) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- (d) “CEO” means the Chief Executive Officer of the Bilaspur Smart City Limited
- (e) “Client” means Chief Executive officer of Bilaspur Smart City Limited (BSCL), the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or an entity who submit their proposal that may provide or provides the Services to the Client under the Contract.
- (g) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the appendices).
- (h) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (i) “Day” means a calendar day.
- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant or Joint Venture / Consortium member(s).
- (k) “GoCG” means the Government of Chhattisgarh.
- (l) “GoI” means the Government of India.
- (m) “Joint Venture / Consortium (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV / CONSORTIUM, and where the members of the JV/ consortium are jointly and severally liable to the Client for the performance of the Contract.
- (n) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.



- (o) “BSCL” Bilaspur Smart City Limited.
- (p) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provide the Consultants with all information needed to prepare their Proposals.
- (q) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.
- (r) “MD” means Managing Director of Bilaspur Smart City Limited (BSCL).
- (s) “MoHUA” means Ministry of Housing and Urban AFFAIRS.
- (t) “Module” means group of projects
- (u) “Non-Key Expert(s)” means an individual professional and support staff provided by the Consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (v) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (w) “RA Bill” means Running Account Bill.
- (x) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (y) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (z) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (aa) “SPV” means Special Purpose vehicle which is Bilaspur Smart City Limited
- (bb) “STQC” means Standardization, Testing And Quality Certification.
- (cc) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- (dd) "True Copy" means notarized Xerox copy of original document as required in this RFP.

## **2.0 - Introduction**

2.1 The Client named in the **Data Sheet** intends to select a Consultant who would submit their bids as per letter of invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.1.1 The consultants will be selected on Quality and Cost Based Selection (QCBS).

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

2.2.1 The name of assignment as specified in the **Data Sheet**.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-bid meeting if one is specified in the **Data Sheet**. Attending any such pre-bid meeting is optional and is at the Consultants' expense.

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

2.5 The Client will endeavor to adhere to the time lines set out in the data sheet for carrying out the bid process and award of the contract.

2.6 The consultant will bear all expenses related to every program related software, tools, licenses etc.

2.7 In case of a Consortium the companies should form a legal JV / CONSORTIUM before signing the agreement if the project is awarded.

### **3. Conflict of Interest**

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

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

3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

#### a. Conflicting activities

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

#### b. Conflicting assignments

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

c. Conflicting relationships

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

#### **4. Unfair Competitive Advantage**

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

#### **5. Corrupt and Fraudulent Practices**

5.1 The Client requires compliance in regard to corrupt and fraudulent practices as set forth in Section 6.

5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, services providers, or suppliers to permit the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Client.

#### **6. Eligibility**

6.1 The Client permits consultants (individuals and firms, including Joint Venture / Consortiums and their individual members) from all countries to offer consulting services.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, Joint Venture / Consortium members, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements as established by the Client.

### **B. Preparation of Proposals**

#### **7. General Considerations**

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal

## **8. Cost of Preparation of Proposal**

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

## **9. Language**

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the **Data Sheet**.

## **10. Documents Comprising the Proposal**

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

## **11. Only One Proposal**

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

## **12. Proposal Validity**

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

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

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

## **Extension of Validity Period**

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

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

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

### **Substitution of Key Experts at Validity Extension all during the term of contract**

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

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

12.9 The replacement of any key expert during the term of contract is permitted only in accordance with the data sheet with reverse penalty.

### *Sub-Contracting*

12.10 The Consultant shall not subcontract any part or whole of the Services.

## **13. Clarification and Amendment of RFP**

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client may at its discretion respond in writing, or by standard electronic means, and will upload the response (including an explanation of the query but without identifying its source) or the clarifications shall be uploaded on the Client's website. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

- a) At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendments shall be uploaded on the Client's website and will be binding on them. The Consultants shall update themselves by visiting the Client's website regularly, for not being updated by the Consultants themselves, Client bears no responsibility.
- b) If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

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

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

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

14.1.1 If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture / Consortium, it may do so with eligible Consultants. The members of the Consortium shall enter into a MoU for Joint Bidding and Power of Attorney on the name of lead partner for the purpose of making the application and submitting a Bid. The MoU for Joint Bidding and Power of Attorney is to be submitted along with the application. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract Agreement. If Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

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

F14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

#### **15. Qualification Documents, Technical Proposal Format and Content**

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

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position as indicated in the TOR. Failure to comply with this requirement will make the Proposal non-responsive.

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

#### **16. Financial Proposal**

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration

for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

#### *Price Adjustment*

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

#### *Taxes*

16.3 The Consultant and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**.

16.4 The Consultant shall fully familiarize themselves about the applicable to GST, Domestic taxes income taxes, duties, fees, levies on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant **in the financial proposal**.

16.5 GST will be released along with RA bills. But proof of payment of GST shall be submitted for getting release of succeeding bill.

#### *Currency of Proposal*

16.6 Payment under the Contract shall be made in INR (INDIAN RUPEES)

### **17. Earnest money Deposit**

17.1 An EMD amount as indicated in the Data Sheet in the form of demand draft (DD) or Fixed Deposit Receipt (FDR) drawn in favor of the Client name indicated in the Data Sheet and payable at place as mentioned in the Data Sheet, must be submitted along with the Proposal.

17.2 Proposals not accompanied by EMD shall be rejected as non-responsive.

17.3 No interest shall be payable by the Client for the sum deposited as earnest money deposit.

17.4 The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.

### **18. The EMD shall be forfeited by the Client in the events**

18.1 If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.

18.2 If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.

18.3 If the consultant tries to influence the evaluation process.

18.4 If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

## **19. Bid documents and Processing Fees**

19.1 All consultants are required to pay amount as indicated in the **Data Sheet** towards the cost of Bid documents and Bid Processing Fees as follows:

- a. Bid Documents fee shall be paid through Demand draft drawn in favor of the Client.
- b. Bid Processing Fee shall be paid online
- c. The Bid Documents fee and Bid Processing Fee is Non-Refundable.

Note: - Please note that the Proposal, which does not include the Bid Documents fee and bid processing fees, would be rejected as non-responsive.

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

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

20.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal ). The submission shall be physically (hard Copy) as well as online.

20.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for the Qualification Documents, Technical Proposal and the Financial Proposal and shall initial all pages as required. The authorization shall be in the form of a written power of attorney attached to the Qualification Documents Proposal.

(a) A Proposal submitted by a Consortium shall be accompanied by the MoU of Joint Bidding signed by all members so as to be legally binding on all members, and by an authorized representative who has a written power of attorney signed by each member's authorized representative.

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

20.4 The signed Proposal shall be marked "Original", and its copies marked "Copy 1" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

20.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "Technical Proposal", "[Name of the Assignment] ", reference number, name and address of the Consultant, and with a warning "Do Not Open until [18/09/2017 16.00 hrs]."

**20.6 The physical copy of the Financial Proposal is not required to be submitted.**

20.7 The sealed envelopes containing the Qualification Documents and Technical shall be placed into one outer envelope and sealed (physically as well digitally as applicable). This



outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]".

20.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

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

## **21. Confidentiality**

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

21.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.

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

## **22. Performance Security**

22.1 The applicant, by submitting its application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security in the form of bank guarantee shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- (a) If an applicant engages in any of the Prohibited Practices specified in Clause 5 of this RFP;
- (b) if the applicant is found to have a Conflict of Interest as specified in Clause 3 of this RFP; and
- (c) if the selected applicant commits a breach of the Agreement.

22.2 An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 22, which may be forfeited and appropriated in accordance with the provisions hereof.

### **23. Opening of Technical Proposals**

23.1 The Client's evaluation committee shall conduct the opening of the Qualification Documents & Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The Financial Proposal shall remain sealed until they are opened in accordance with Clause 26 of the ITC.

23.2 At the opening of the Qualification Documents Proposals the following shall be read out:

23.3 The name and the country of the Consultant or, in case of a Joint Venture / Consortium, the name of the Joint Venture / Consortium, the name of the lead member and the names and the countries of all members.

23.4 Any modifications to the Proposal submitted prior to proposal submission deadline; and

23.5 Any other information deemed appropriate or as indicated in the Data Sheet.

### **24. Proposals Evaluation**

24.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Qualification Documents and Technical Proposals shall have no access to the Financial Proposals until the Qualification Documents & technical evaluation is concluded.

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

### **25. Evaluation of Qualification Documents and Technical Proposals**

25.1 The Client's evaluation committee shall evaluate the Qualification Documents and Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Firstly each responsive proposal's Qualification Documents shall be evaluated. The Consultants whosoever qualifies in the Qualification Documents their technical proposals shall be evaluated. Each qualified proposal in Qualification Documents will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

### **26. Financial Proposals for QCBS**

26.1 Following the ranking of the Technical Proposals, when the selection is based on quality and cost based system (QCBS), the top-ranked Consultant is invited to negotiate the Contract.

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

## **27. Public Opening of Financial Proposals (for QCBS, methods)**

27.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their **Financial Proposals will not be opened online**. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.

27.2 The Financial Proposals shall be opened by the Client's evaluation committee at the date and time in the presence of the representatives of those Consultants whosoever shall be present and whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and/or uploaded on the Client's website.

## **28. Correction of Errors**

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

## **29. Taxes**

29.1 The Client's evaluation of the Consultant's Financial Proposal shall include all taxes, GST and duties in the Client's country in accordance with the instructions in the Data Sheet.

## **30. Conversion to Single Currency**

30.1 For the evaluation purposes, prices shall be converted to INR Indian Rupees using the selling rates of exchange, source and date indicated in the Data Sheet.

## **31. Quality- and Cost-Based Selection (QCBS)**

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

## **D. Negotiations and Award**

### **32. Negotiations**

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

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

#### *Availability of Key Experts*

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

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

#### *Technical negotiations*

32.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

#### *Financial negotiations*

32.6 The negotiations include the clarification of the Consultant's tax liability in the India and how it should be reflected in the Contract.

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

### **33. Conclusion of Negotiations**

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

33.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If

disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

#### **34. Award of Contract**

34.1 After completing the negotiations the Client shall sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other technically qualified Consultants or upload the detail on the website.

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

## E. Data Sheet

Information	Details
<b>A. General</b>	
<b>Name of the Client</b>	<b>Bilaspur Smart City Limited(BSCL)</b> represented by MD or Any other officer designated by MD.
<b>Method of selection:</b>	Quality and Cost Based Selection (QCBS)
<b>Financial Proposal to be submitted together with Qualification Documents and Technical Proposal:</b>	Yes (only in e-procurement Chhattisgarh State portal)
<b>The name of the assignment:</b>	Assisting Bilaspur Smart City Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Bilaspur City of Chhattisgarh.
<b>A pre-bid meeting will be held:</b>	<p>Yes</p> <p>Date: <b>07/09/2017</b>  Time: <b>12:00 NOON</b>  Address: <b>Ante Chambers of CEO SUDA , D Block, 4th Floor, Indravati Bhawan, Capitol Complex, Naya Raipur</b></p> <p>Telephone: <b>07752-222642</b>  Facsimile: <b>07752-413888</b>  E-mail: <b>tenders.bscl@gmail.com</b></p> <p><u>Contact person/coordinator-</u></p> <p><b>Mr. Shreekanth Nair</b>  Mobile No - <b>+91-8770794789</b>  <b>Mr. Harshit Ajmani</b>  Mobile No - <b>+91-9039783210</b></p> <p>[NOTE: Pre Bid Queries shall be submitted in the format as prescribed in the Data Sheet.]</p>
<b>Smart City Proposal of Bilaspur smart City</b>	<p>It can be downloaded from government of India's Smart City website <a href="http://smartcities.gov.in">http://smartcities.gov.in</a> under city challenge link or at <a href="https://smarnet.niua.org/content/05deb0ba-d20c-4bfc-a3fa-ea6a61342882">https://smarnet.niua.org/content/05deb0ba-d20c-4bfc-a3fa-ea6a61342882</a></p> <p>.The Consultants are requested to study the document in detail.</p>

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5	FIN-5(A) & FIN-5(B)																
<b>Statement of Undertaking is required:</b>	<b>Yes</b>																
<b>Joint Venture / Consortium (JV)</b>	<b>JV / Consortium can be maximum of 02(Two) firms/partners</b>																
<b>Participation of Key Experts and Non-Key Experts in more than one Proposal is permissible:</b>	<b>No</b>																
<b>Proposals must remain valid for</b>	120 calendar days after the proposal submission deadline (i.e., until: <i>[insert the date]</i> ).																
<b>Penalty Schedule</b>	(a) During the 1st year of the Contract, the Consultant may change a maximum of 3 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the originally proposed Key Expert. ; If the Consultant proposes to change more than 3 Key Experts in the 1st year, a penalty equivalent to 0.20 (ZERO POINT TWO) percent of the total contract value shall be levied on the consultant. But if the Consultant proposes the replacement of the Team Leader in the 1st year, then																

Information	Details								
	<p>the penalty shall be equivalent to 0.30 percent (ZERO POINT THREE) of the total contract value shall be levied on the consultant.</p> <p>(b) During the 2nd year and remaining part of the Contract period, Consultant may change a maximum of 3 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the existing Key Expert. If the Consultant proposes any change in the number of key experts more than the above prescribed limit in the 2nd year a penalty equivalent to 0.20 percent (ZERO POINT TWO) of the total contract value shall be levied on the consultant.</p>								
<p><b>Clarifications on the RFP Document</b></p>	<p><b>Clarifications may be requested no later than 03 (three) days prior to the pre-bid meeting date in the below prescribed template in MS Excel format.</b></p> <table border="1" data-bbox="423 863 1414 1094"> <thead> <tr> <th data-bbox="423 863 516 1020">Sr. No</th> <th data-bbox="516 863 927 1020">RFP Document Reference (Volume, Section No., Page No.)</th> <th data-bbox="927 863 1146 1020">Content of the RFP requiring clarification</th> <th data-bbox="1146 863 1414 1020">Clarification Sought</th> </tr> </thead> <tbody> <tr> <td data-bbox="423 1020 516 1094"></td> <td data-bbox="516 1020 927 1094"></td> <td data-bbox="927 1020 1146 1094"></td> <td data-bbox="1146 1020 1414 1094"></td> </tr> </tbody> </table> <p>The contact information for requesting clarifications is:</p> <p>Mr. Suresh Barua mob-+919993596521            Mr. Shreekanth Nair mob-+918120587377            Mr. Harshit Ajmani mob-+919039783210</p> <p>E-mail: <a href="mailto:tenders.bscl@gmail.com">tenders.bscl@gmail.com</a></p>	Sr. No	RFP Document Reference (Volume, Section No., Page No.)	Content of the RFP requiring clarification	Clarification Sought				
Sr. No	RFP Document Reference (Volume, Section No., Page No.)	Content of the RFP requiring clarification	Clarification Sought						
<p><b>Less than minimum time input permitted:</b></p>	<p><b>No.</b>            If a proposal includes less than the minimum time input, the Client will adjust the proposal price in line with the highest MM rate quoted by the Consultant. If the proposal quotes more than the minimum input, no adjustment will be made.</p>								
<p><b>Reimbursable Expenses</b></p>	<p><b>a.</b> Reimbursable Expenses means the expenses incurred by or that may be incurred by the Bidder under the various heads of expenditure which may be as follows</p> <ol style="list-style-type: none"> <li>1. A per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</li> <li>2. Cost of travel by the most appropriate means of transport and the most direct practicable route;</li> <li>3. cost of office accommodation, including overheads and back-stop</li> </ol>								

Information	Details
	<p>support;</p> <ol style="list-style-type: none"> <li>4. Communications costs;</li> <li>5. Cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</li> <li>6. Cost of reports production (including printing) and delivering to the Client;</li> <li>7. Other allowances where applicable and provisional or fixed sums (if any) which shall in no event exceed the corresponding amounts set out in form FIN 2. The conditions related to reimbursement shall be as stated below</li> </ol> <p>b. For the purpose of evaluation of the Financial Proposal, it will be assumed that a Bidder will utilize the maximum amount of Reimbursable Expenses set out in Form FIN-2.</p> <p>c. The consultant will be required to take prior approval for incurring Reimbursable Expenses. All amounts mentioned under the head of Reimbursable Expenses in Form FIN-2 will be reimbursed to the Consultant as per actual on submission of proof of bills and approval thereof by the Client, subject to the maximum amount mentioned in Form FIN-2.</p>
<b>A price adjustment provision applies to remuneration rates</b>	<b>No.</b>
Amount payable by the Client to the Consultant under the contract to be subject to local taxation:	<b>Yes</b> The Client will GST will be released along with RA bills. But proof of payment of GST shall be submitted for getting release of succeeding bill
Reimburse the Consultant income tax paid in India on the remuneration for services provided by the non-resident staff of the consultant	<b>No</b>
<b>The Financial Proposal shall be stated in the following currencies</b>	<b>Indian Rupee (INR)</b>

Information	Details
<b>Earnest Money Deposit</b>	An EMD of INR. 30,00,000 (Indian Rupees Thirty Lacs) in the form of DD or FDR from a scheduled bank in India and drawn in favour of the <b>Bilaspur Smart City Limited</b> and payable at <b>Bilaspur</b> , must be submitted along with the Proposal.
<b>Bid Document Fees</b>	Bid Documents fee INR. 20,000 (Indian Rupees Twenty Thousand only) shall be paid through DD in favour of the <b>Bilaspur Smart City Limited</b> and payable at <b>Bilaspur</b> and Bid Processing Fee shall be paid online as per applicable norms.
<b>C. Submission, Opening and Evaluation</b>	
<b>Proposal Submission</b>	<b>The Consultants shall submit their Proposals Physically (Hard Copy) as well as online as mentioned in the data Sheet.</b>
<b>Note to the Consultants for e tendering</b>	<p>a) In participation in e-tendering of Employer, it is mandatory for prospective Consultants to get registered on website <a href="http://www.eproc.cgstate.gov.in">www.eproc.cgstate.gov.in</a> .Thus it is advised to all prospective Consultants to get registration by making on line registration fees.</p> <p>b) It is mandatory that the Consultants are required to sign their bids online using class-III Digital Signature Certificates, so the same should be obtained the same at the earliest if not obtained already..</p> <p>c) For further information regarding issue of Digital Signature Certificate, the Consultants may visit website <a href="http://www.eproc.cgstate.gov.in">www.eproc.cgstate.gov.in</a> it is to be noted that it may take up to 7 to10 working days for issue of Digital Signature Certificate. Employer shall not be responsible for any delay in issue of Digital Signature Certificate.</p> <p>d) If Consultant is bidding first time for e-tendering, then it is obligatory on the part of Consultant to fulfil all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.</p> <p>e) Consultant must positively complete online e-tendering procedure at <a href="http://www.eproc.cgstate.gov.in">www.eproc.cgstate.gov.in</a>.</p> <p>f) For any type of clarifications Consultants can visit <a href="http://www.eproc.cgstate.gov.in">www.eproc.cgstate.gov.in</a> and help desk contact no.: <a href="tel:+917714014158">+91 (771) 4014158</a></p> <p>g) The proposals shall be submitted physical as well as online only as</p>

Information	Details
	<p>indicated above.</p> <p>h) The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be submitted as per the formats provided in the RFP.</p> <p>i) An authorized representative of the Consultants shall initial all pages of the original Technical Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The Technical Proposal shall be submitted in Physical form in original and the scanned copy of the original in pdf form shall be uploaded on the Employers website duly digitally signed. The signed Technical Proposal shall be marked “ORIGINAL”. <b>The financial Proposal shall be submitted online only and shall be signed digitally.</b></p> <p>j) The original Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” followed by the name of the Assignment/job. The envelopes containing the Technical Proposals, EMD, cost of bid documents, power of authority and proof of processing fees paid online shall be placed into an outer envelope and sealed physically as well as digitally as applicable. The technical proposal, EMD, power of authority , document fee and proof of on line purchase of bid document and processing fee shall be submitted in Physical form (hard copy) along with 3 copies and scanned copy of the technical proposal and EMD, power of authority shall be submitted online be sealed digitally. <b>The Financial Proposal shall be submitted online only and shall be sealed digitally.</b> This outer envelope of the physical submission shall bear the submission address, name of assignment/reference number be clearly marked “DO NOT OPEN, BEFORE <i>[insert the time and date of the opening indicated in the Data sheet/key dates]</i>”. The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. <b>If the Financial Proposal is not submitted online digitally this will constitute grounds for declaring the Proposal non-responsive.</b></p> <p>k) The Proposals must be sent to the address/addresses indicated</p>

Information	Details
	<p>in the Data sheet and received by the Employer no later than the time and the date indicated in the Data sheet, or any extension to this. Any proposal received by the Employer after the deadline for submission shall be returned unopened.</p>
<p><b>The Consultant must submit the following</b></p>	<p><b>Physical Submission:</b> The Consultant must submit the following number of copies of the Proposal:            (a) <b>Qualification Documents</b> – 1 original and 3 copies            (b) <b>Technical Proposal</b> – 1 original and 3 copies            And EMD, Power of Authority, cost of bid documents and proof of online payment bid processing fee.</p> <p><b>Online submission</b>            (a) Scanned copy of original Technical proposal, EMD, Power of Authority, cost of bid documents in pdf format            (b) <b>Financial Proposal</b></p>
<p><b>The Proposal submission address is</b></p>	<p><b>Physical Submission:</b>            Bilaspur Smart City Limited            2<sup>nd</sup> Floor, Vikas Bhawan, Nehru Chowk, Bilaspur            Chhattisgarh, India            Pin- 495001.</p> <p><b>Online Submission</b>  <a href="http://www.eproc.cgstate.gov.in">www.eproc.cgstate.gov.in</a></p>
<p><b>An online option of the opening of the Technical Proposals is offered</b></p>	<p><b>Yes as per Data Sheet.</b></p> <p><b>The opening shall take place at:</b>            2<sup>nd</sup> Floor, Vikas Bhawan, Nehru Chowk, Bilaspur            Chhattisgarh, India            Pin- 495001.  <b>Date: 22/09/2017 Time:16:00 hrs</b></p>
<p><b>General / Minimum Eligibility</b></p>	<p>a. The Consultant shall be a company incorporated in India under the (Indian) Companies Act 1956 or any amendments thereto or a company incorporated under equivalent law abroad. The Consultant shall be required to submit a true copy of its Incorporation Certificate along with the Proposal.</p> <p><b>b. Consultant must have a valid GST registration in India. The Consultant shall be required to submit a true copy of its GST registration along with the Proposal.</b></p> <p>c. The consultant must have an operational office in India for the past three years.</p>

Information	Details
	<p>d. The consultant should not have been blacklisted / debarred / faced termination of contract except for reasons of convenience of Employer, by any Government / Government Board / Statutory Body / PSU / ULB /Funding Agencies/ Any smart city CLIENT in the last 5 years.</p> <p>e. The consultant should have experience in the last 7 years of carrying out a PPP project not less than INR 100 crores</p> <p>Note: All consortium partners should fulfil the above sub-criteria (a) to (d).</p>
<b>Financial Eligibility</b>	<p>a. Minimum Annual Turnover from professional fee for consultancy services: <b>INR 150.00 Crores</b> (Rupees ONE HUNDRED FIFTY Crores) in each of the last three financial years 2014-15, 2015-16 and 2016-17.</p> <p>b. Should have positive net worth as on 31<sup>st</sup> march 2017(certIFICATE from the statutory auditor or Chartered Accountant stating the Net worth along with a copy of financial statements).</p>
<b>Technical Eligibility</b>	<p>To demonstrate the Bidder's technical eligibility, the Bidder should over the past 7(seven) years preceding the Proposal submission date, demonstrate experience in completing the assignments <b>satisfactorily</b> as providing Project Development/ Project management/project Design &amp; Supervision/Project (Planning/Design) / Project Design, Supervision and Management consultancy services for at-least</p> <ul style="list-style-type: none"> <li>i) one project from Category (A)</li> <li>ii) <b>one</b> projects from category (B)</li> <li>iii) one project from Category (C)</li> <li>iv) One project from Category (D)</li> <li>v) &amp; one project from Category (E).</li> </ul> <p>Note:-</p> <ol style="list-style-type: none"> <li>1) The completed project for eligibility as above shall mean that the execution of the project has also been completed. The projects for which only the DPR is made by the consultant but execution has not been completed, shall not be considered for eligibility. A certificate stating completion of the project issued by the previous Clients shall be submitted in this regard.</li> <li>2) Any Project which is considered for eligibility and evaluation in category A shall not be considered for category B &amp; category C. However if a single project which has not been considered under category A but covers the scope of work as defined in category B &amp;category C shall be considered for eligibility/evaluation in both these</li> </ol>

Information	Details								
	<p>categories.</p> <p>3) In-respect of the bidder who meets the minimum eligibility criteria. The works where DPR has been prepared but execution has not started such work shall be considered for evaluation purpose only.</p> <p>4) The consultant should have experience of having implemented at least one ICT based smart solution project of value not less than Rs.5 Crore in urban areas.</p> <p>For all foreign projects experience shown must be endorsed by respective embassy.</p>								
<p><b>Evaluation Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals</b></p>	<table border="1"> <thead> <tr> <th data-bbox="415 716 516 793">S.No</th> <th data-bbox="516 716 1243 793">Description</th> <th data-bbox="1243 716 1412 793">Maximum Marks</th> </tr> </thead> <tbody> <tr> <td data-bbox="415 793 516 1961">(I)</td> <td data-bbox="516 793 1243 1961"> <p><b>Specific experience of the Bidder in undertaking Category A , B , C , D and E Assignments:</b></p> <p><b>Sub Criteria</b></p> <p><b>Category A Assignment</b>                      For an assignment to qualify as a <b>Category A Assignment</b>, it should meet the following criteria: Experience in any following assignment(s) of which project cost in each individual projects should not be less than Rs. 500 (five hundred) crores</p> <ul style="list-style-type: none"> <li>(i) Industrial Township</li> <li>(ii) Special Economic Zone</li> <li>(iii) Town Development Scheme/Area/Sector Development.</li> <li>(iv) Integrated real estate development/ affordable housing</li> </ul> <p>For each Category A Assignment, which meets the criteria set out above, the Bidder will be awarded 2 (two) marks per assignment, subject to a maximum of 6 (six) marks.</p> <p><b>Category B Assignment</b>                      For an assignment to qualify as a Category B Assignment, it should meet the following criteria: Experience in any following assignment (City level) of which projects cost should not be less than Rs. 100 (hundred) crores</p> <ul style="list-style-type: none"> <li>(i) Water supply system</li> <li>(ii) Sewerage System</li> <li>(iii) Urban Transport</li> <li>(iv) Solid waste management</li> </ul> </td> <td data-bbox="1243 793 1412 1961">30</td> </tr> </tbody> </table>			S.No	Description	Maximum Marks	(I)	<p><b>Specific experience of the Bidder in undertaking Category A , B , C , D and E Assignments:</b></p> <p><b>Sub Criteria</b></p> <p><b>Category A Assignment</b>                      For an assignment to qualify as a <b>Category A Assignment</b>, it should meet the following criteria: Experience in any following assignment(s) of which project cost in each individual projects should not be less than Rs. 500 (five hundred) crores</p> <ul style="list-style-type: none"> <li>(i) Industrial Township</li> <li>(ii) Special Economic Zone</li> <li>(iii) Town Development Scheme/Area/Sector Development.</li> <li>(iv) Integrated real estate development/ affordable housing</li> </ul> <p>For each Category A Assignment, which meets the criteria set out above, the Bidder will be awarded 2 (two) marks per assignment, subject to a maximum of 6 (six) marks.</p> <p><b>Category B Assignment</b>                      For an assignment to qualify as a Category B Assignment, it should meet the following criteria: Experience in any following assignment (City level) of which projects cost should not be less than Rs. 100 (hundred) crores</p> <ul style="list-style-type: none"> <li>(i) Water supply system</li> <li>(ii) Sewerage System</li> <li>(iii) Urban Transport</li> <li>(iv) Solid waste management</li> </ul>	30
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(I)	<p><b>Specific experience of the Bidder in undertaking Category A , B , C , D and E Assignments:</b></p> <p><b>Sub Criteria</b></p> <p><b>Category A Assignment</b>                      For an assignment to qualify as a <b>Category A Assignment</b>, it should meet the following criteria: Experience in any following assignment(s) of which project cost in each individual projects should not be less than Rs. 500 (five hundred) crores</p> <ul style="list-style-type: none"> <li>(i) Industrial Township</li> <li>(ii) Special Economic Zone</li> <li>(iii) Town Development Scheme/Area/Sector Development.</li> <li>(iv) Integrated real estate development/ affordable housing</li> </ul> <p>For each Category A Assignment, which meets the criteria set out above, the Bidder will be awarded 2 (two) marks per assignment, subject to a maximum of 6 (six) marks.</p> <p><b>Category B Assignment</b>                      For an assignment to qualify as a Category B Assignment, it should meet the following criteria: Experience in any following assignment (City level) of which projects cost should not be less than Rs. 100 (hundred) crores</p> <ul style="list-style-type: none"> <li>(i) Water supply system</li> <li>(ii) Sewerage System</li> <li>(iii) Urban Transport</li> <li>(iv) Solid waste management</li> </ul>	30							



Information	Details
	<p>For each Category B Assignment, which meets the criteria set out above, the Bidder will be awarded 1.5 (one point five) marks per assignment, subject to a maximum of 6 (six) marks.</p> <p><b>Category C Assignment:</b>                      For an assignment to qualify as a Category C Assignment, it should meet the following criteria: Experience in any following assignment (City level) of which projects cost should not be less than Rs. 20 (twenty) crores                      (i) Solar City program                      (ii) Energy Efficiency Initiative plans (LED street lighting)                      (iii) Energy Efficiency Pumps (Water supply system or waste water system)                      (iv) Energy Supply and Electrical network (HT/LT) System.</p> <p>For each Category C Assignment, which meets the criteria set out above, the Bidder will be awarded 1 (one) marks per assignment, subject to a maximum of 3 (three) marks.</p> <p><b>Category D Assignment</b></p> <p>For an assignment to qualify as a Category D Assignment, it should meet the following criteria:</p> <p>(a) The assignment should be for the development of an Information Technology (IT) based Command &amp; Control Centre (COC).</p> <p>For the benefit of the Bidders, a brief description of a Command &amp; Control Centre as per the Client's understanding is set out below:</p> <p>A city can be thought of as a complex system of systems with dynamic interconnections and interdependencies across individual systems or domains. Critical information in a city is typically stored in multiple disparate systems across multiple disconnected departments. A Command &amp; Control Centre enables city administrators, managers, and planners to leverage information across all city agencies and departments, anticipate problems and minimize the impact of disruption to services and</p>

Information	Details	
	<p>operations, and coordinate cross- agency resources to respond to both real-time and anticipated issues. This approach for managing the city creates a fully integrated and interconnected holistic perspective. Among the features of this system are gateways connecting Command &amp; Control Centre to various sources of data in the city (e.g., traffic and public safety), a visual interface between City Operation Centres and its operators, and bidirectional communication and interaction with citizens. Finally, analytic computational capabilities enable customization of solutions. In terms of usability, the Command &amp; Control Centre provides an enhanced visual user interface that can be customized based on operator role. The interface makes it possible to</p> <ul style="list-style-type: none"> <li>• bring together different data sources to provide a comprehensive perspective,</li> <li>• present easily consumable critical information,</li> <li>• display summarized data that can be analyzed to give insight, and</li> <li>• support real-time workflow and alerts.</li> </ul> <p>(b) The Command &amp; Control Centre should have been developed for a city with a minimum population of 200,000 (two lacs).</p> <p>(c) The Bidder shall have experience in providing project development and management / project design and supervision / project design, supervision and management consultancy services in the assignment.</p> <p>(d) In executing the assignment, the Bidder shall have been the main/chief/principal consultant which executed the consultancy / services agreement with the implementing agency.</p> <p>(e) Only completed category D assignments shall be accepted.</p> <p>For each Category D Assignment, which meets the criteria set out above, the Bidder will be awarded 2.5 (two point five) marks per assignment, subject to a maximum of 5 (five) marks.</p>	

Information	Details	
	<p><b>Category E Assignment</b></p> <p>For an assignment to qualify as a Category E Assignment, it should meet the following criteria:</p> <p>(a) The assignment should be for the project development and management / project design and supervision / project design, supervision and management consultancy services of an Information and Communication Technologies (ICT) based project, a list of which is set out below:</p> <p>(i) Traffic management (traffic signalling/traffic network flow monitoring/ traffic video surveillance and incidence management/ video analytics supported traffic violation); - <b>1 (one) MARK</b></p> <p>(ii) Smart parking (electronic parking system for on street parking/publically owned parking); - <b>1 (one) MARK</b></p> <p>(iii) City surveillance :- Transit operations (city-wide automatic vehicle locator (AVL) for tracking of public/private transport)/ Transit operation (crew and bus scheduling/ passenger information system on-board at bus shelters/public or private places); <b>1(one) MARK</b></p> <p>(iv) Common payment card system; <b>1 (one) MARK</b></p> <p>(v) Emergency response/city incidence management system (emergency response intake through inward request /computer aided dispatch / first responder tracker and coordination / incident escalation and management/ multi-agency collaboration for emergencies and planned events / extreme weather disaster response); <b>1 (one) MARK</b></p> <p>(vi) Experience in designing / developing and implementing city wide ICT based smart solution including networking, security, disaster recovery and technology integration; <b>1 (one) MARK</b></p> <p>(vii) Experience in designing / developing /</p>	

Information	Details	
		<p>consulting city wide public internet access centre such as city Wi-Fi; <b>1 (one) MARK</b></p> <p>(viii) Consulting or monitoring of SCADA systems for electricity or water management etc.; <b>1 (one) MARK</b></p> <p>(ix) Experience in designing consulting city wide IT based integration system like integration platform for municipal services (property tax, birth / death registration / utility bill payments/city portal or app and other services) -<b>2 (two) MARKS</b></p> <p><b>SUB-TOTAL of Category E Assignments= 10 MARKS</b></p> <p>(b)The ICT based project should have been implemented in a city with a minimum population of 200,000 (Two hundred thousand).</p> <p>(c) The Bidder shall have experience in providing design/consulting services for the assignment or operation and management of the ICT based project.</p> <p>(d) In executing the assignment, the Bidder shall have been the main / chief / principal consultant which executed the consultancy/services agreement with the implementing agency.</p> <p><b>(e) Only completed Category E assignments shall be accepted.</b></p> <p>For each Category E Assignment meeting the criteria set out above, the Bidder will be awarded marks as indicated for every qualified assignment, subject to total of 10 marks.</p> <p>Note: - The completed work in the eligibility/evaluation criteria as above in both category D &amp; E, shall mean that the DPR has been completed and accepted by the Client and the execution has started. The completed DPRs on which the work has not started shall not be considered for evaluation.</p>

Information	Details																
	<p>(II) <b>Description of approach, Methodology, and Work Plan.</b>  <b>Sub Criteria</b>                      a) Technical Approach, Methodology including Presentation–10 Marks                      b) Work Plan – 5 Marks                      c) Organization and Staffing – 05 Marks                      d) Understanding of the project – 05 marks (Five pages only)                      e) Innovation Methodology - 05 marks (Two pages only)</p> <p><u>Notes to Consultant:</u>                      1. The Client will assess whether the proposed methodology is clear, responds to the TORs as applied to the Smart City Proposal (SCP), work plan to analyze the SCP is realistic and implementable; overall team composition is balanced and has an appropriate skills mix to convert the SCP to modules/projects; and the work plan has right input of Experts                      2. The presentation shall be made by the team leader who can be assisted by the deputy team leader. The Client shall reserve the right to allow other authorized employees of the consultant to assist in the presentation however it is clarified that only the team leader / deputy team leader shall make the presentation.                      3. If the proposed team leader/ deputy team leader doesn't turn up for making the presentation 10 marks shall be deducted and the presentation shall be evaluated only out of 20 marks</p>	30 marks															
	<p>(III) <b>Key professional staff qualifications and competence for the assignment</b></p> <table border="1" data-bbox="532 1535 1230 1978"> <thead> <tr> <th data-bbox="532 1535 591 1623">S No</th> <th data-bbox="591 1535 1073 1623">Position</th> <th data-bbox="1073 1535 1230 1623">MAX MARKS</th> </tr> </thead> <tbody> <tr> <td data-bbox="532 1623 591 1703">1</td> <td data-bbox="591 1623 1073 1703">Team Leader</td> <td data-bbox="1073 1623 1230 1703">4</td> </tr> <tr> <td data-bbox="532 1703 591 1791">2</td> <td data-bbox="591 1703 1073 1791">Project lead (IT) cum City Operation Centre Expert</td> <td data-bbox="1073 1703 1230 1791">3.5</td> </tr> <tr> <td data-bbox="532 1791 591 1879">3</td> <td data-bbox="591 1791 1073 1879">Deputy Team Leader cum Infrastructure Specialist</td> <td data-bbox="1073 1791 1230 1879">2.5</td> </tr> <tr> <td data-bbox="532 1879 591 1978">4</td> <td data-bbox="591 1879 1073 1978">Deputy Team Leader (IT) Cum Program Management Expert</td> <td data-bbox="1073 1879 1230 1978">2.5</td> </tr> </tbody> </table>	S No	Position	MAX MARKS	1	Team Leader	4	2	Project lead (IT) cum City Operation Centre Expert	3.5	3	Deputy Team Leader cum Infrastructure Specialist	2.5	4	Deputy Team Leader (IT) Cum Program Management Expert	2.5	40 marks
S No	Position	MAX MARKS															
1	Team Leader	4															
2	Project lead (IT) cum City Operation Centre Expert	3.5															
3	Deputy Team Leader cum Infrastructure Specialist	2.5															
4	Deputy Team Leader (IT) Cum Program Management Expert	2.5															

Information	Details				
		5	Infrastructure Specialist	2	
		6	Urban Planner	2	
		7	Urban Finance Specialist cum PPP expert	2	
		8	Information Security Systems Expert	2	
		9	Water Supply Expert	1.5	
		10	Procurement Specialist	1.5	
		11	Solar Energy/ Renewable Energy Expert	1.5	
		12	Energy Specialist	1.5	
		13	Sr. Business Analyst/ BPR Specialist	1.5	
		14	IoT Expert	1.5	
		15	ICT Expert / e-Gov Specialist	1.5	
		16	IT Systems Architect	1.5	
		17	Intelligent Traffic and Transportation specialist	1.5	
		18	Structural Engineer	1	
		19	Waste Water Expert	1	
		20	Urban transport planner	1	
		21	Common payment card module expert	1	
		22	Urban Utility Cum GIS Expert	1	
		23	Landscape Architect	1	
		24	Techno legal Expert	1	
		25	Environment Expert	1	

Information	Details					
	<table border="1" data-bbox="532 275 1243 352"> <tr> <td data-bbox="532 275 1073 352"><b>Sub-Total</b></td> <td data-bbox="1073 275 1243 352"><b>40</b></td> </tr> </table> <p data-bbox="532 394 1243 472"><b>Note:-</b>Preference shall be given to higher qualification/ relevant experience.</p> <p data-bbox="532 506 1243 646">The number of points to be assigned to each of the above positions shall be determined considering the following sub criteria and relevant percentage weights: For all the above positions:</p> <ol data-bbox="532 688 1243 863" style="list-style-type: none"> <li>1. General qualifications (general education, training, and experience): 20%</li> <li>2. Adequacy for the Contract (relevant education, training, experience in the sector/similar assignments): 80%</li> </ol> <p data-bbox="532 873 1243 905"><b>Total weight: 100%</b></p>	<b>Sub-Total</b>	<b>40</b>	<table border="1" data-bbox="532 905 1421 978"> <tr> <td data-bbox="532 905 1243 978"><b>Total</b></td> <td data-bbox="1243 905 1421 978"><b>100 marks</b></td> </tr> </table>	<b>Total</b>	<b>100 marks</b>
<b>Sub-Total</b>	<b>40</b>					
<b>Total</b>	<b>100 marks</b>					
<b>Minimum qualifying technical score</b>	<b>70 (seventy) marks</b>					
<b>An online option of the opening of the Financial Proposals is offered</b>	<p data-bbox="407 1241 1421 1318"><b>Yes.</b> (Financials to be submitted and opened online only through e-procurement portal)</p> <p data-bbox="407 1360 1421 1680">For the purpose of the evaluation, the Client will exclude:                      (a) all local identifiable indirect taxes such as GST and similar taxes levied on the contract's invoices; and                      (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>					

Information	Details
<b>Conversion of Foreign Currency (ies)</b>	<p><b>The single currency for the conversion of all prices expressed in various currencies into a single one is: <u>Indian Rupees</u></b></p> <p><b>The official source of the selling (exchange) rate is: <u>State Bank of India [SBI] (New Delhi) BC Selling rate of Exchange.</u></b></p> <p><b>The date of the exchange rate is: <u>Dead line for submission of proposals specified above.</u></b></p>
<b>Proposal Evaluation Formula</b>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b>  <math>Sf = 100 \times Fm / F</math>, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b>  <b>T = 0.8, and</b>  <b>P = 0.2</b></p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:  <math>S = St \times T + Sf \times P</math></p>
<b>D. Negotiations and Award</b>	
<b>Expected date and address for contract negotiations</b>	<p><b>Date:</b> 10 October 2017  <b>Address:</b> 2<sup>nd</sup> floor, Vikas Bhawan, Nehru Chowk, Bilaspur Chhattisgarh, India  Pin- 495001.</p>
<b>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following</b>	<p><a href="http://www.BMCBilaspur.com">www.BMCBilaspur.com</a></p> <p>The publication will be done within 03 (Three) days after the contract signing.</p>
<b>Expected date for the commencement of the Services</b>	<p>October 2017 at Bilaspur Chhattisgarh</p>



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

### **A. Qualification documents**

#### **Appendix-1 (Form 1) : Qualification Documents Proposal Submission Form [On the Letter head of the applicant (Lead Member in case of JV / Consortium)]**

{Location, Date}

To:

**Bilaspur Smart City Limited  
2<sup>nd</sup> Floor, Vikas Bhawan,  
Nehru Chowk,  
Bilaspur, Chhattisgarh, India.  
Pin- 495001**

**Ref: RFP for Assisting BSCL to Design, Develop, Manage and Implement Smart City  
Projects under Smart City Mission (SCM) in Bilaspur City of Chhattisgarh.**

Dear Sir,

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

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

We hereby declare that:

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

- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Client's policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by any State Government or Government of India. .
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of India.
- (g) Except as stated in the Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 32.3 which may lead to the termination of Contract negotiations.
- (h) We confirm that our application is valid for a period of 120 (one hundred and twenty) days from last date of submission of proposal.
- (i) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

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

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

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

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

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

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

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

**Appendix-1 (Form 2): Particulars of the Applicant**

1.1	<b>Title of Consultancy:</b>	
1.2	<b>Title of Project:</b>	
1.3	<b>State whether applying as sole firm or lead member of a consortium/JV:</b> Sole Firm Or Lead Member of Consortium/JV	
1.4	<b>State the Following</b>	
	Name of Firm	
	Legal Status (e.g. sole proprietorship or partnership)	
	Country of Inc.	
	Registered Address	
	Year of Inc.	
	Year of Commencement of Business	
	Principal Place of Business	
	<b>Name, Designation, Address and Phone Numbers of Authorized Signatory of the Applicant</b>	
	Name	
	Designation	
	Company	
	Address	
	Phone No	
Fax No		
Email Address		
1.5	<b>If the applicant is Lead Member of a consortium, state the following for each</b>	

	<b>of the sector Member Firms:</b>	
	<b>I) Name of the Firm</b>	
	<b>ii) Legal Status and Country of In</b>	
	<b>Iii) Registered Address &amp; Principal Place of Business:</b>	
1.6	<b>For the Applicant (in case of a consortium, for each member), state the following information:</b>	
	1) In case of non-Indian firm, does the firm have business presence in India? If so, provide the office address (es) in India	Yes / No
	2) Has the Applicant or any member of the consortium been blacklisted by any Government department / Public Sector undertaking in the last five years	Yes / No
	3) Has the Applicant or any of its Associates, in case of a consortium, suffered bankruptcy / insolvency in the last five years?	Yes / No
	<b>Note: If answer to any of the questions at (ii) to (v) is yes, the bidder is not eligible for this work assignment</b>	
1.7	(Signature, name and designation of the authorised signatory) For and on behalf of .....	

**Appendix-2 (Form 1): Format for Power of Attorney for Signing of application**

(On Non – judicial stamp paper of Rs 1000/- or such equivalent amount and document duly attested by notary public)

**Power of Attorney**

Know all men by these presents, we ..... (Name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our application for **assisting BSCL to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Bilaspur City of Chattisgarh (the “Project”)**, including signing and submission of all documents and providing information / responses to BSCL representing us in all matters before BSCL, and generally dealing with BSCL in all matters in connection with our bid for the said Project.

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

For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

*Note:*

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

**Appendix-2 (Form 2): Format for Power of Attorney for Lead Member of Consortium**

(On Non – judicial stamp paper of Rs 1000/- or such equivalent amount and Document duly attested by notary public)

**Power of Attorney**

Whereas Bilaspur Smart City Limited “BSCL” has invited applications from interested parties for **assisting BSCL to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Bilaspur City Chhattisgarh.**

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

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

NOW THIS POWER OF ATTORNEY WITNESSTHAT;

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

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

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

.....

(Executants)

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

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

### Appendix-3:Format for Memorandum of Understanding (MOU) for Joint Bidding

(On Non – judicial stamp paper of Rs 1000/- or of appropriate value and Document duly attested by notary public)

This Memorandum of Understanding (MoU) entered into this \_\_\_\_day of \_\_\_\_\_ 2017 at \_\_\_\_\_among\_\_\_\_\_ and having its registered office at \_\_\_\_\_, (hereinafter referred as”\_\_\_\_\_”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the First Part

and

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

and

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

WHEREAS Bilaspur Smart City Limited (“BSCL”) has invited Request for Proposal (RFP) from Consultants interested for **assisting BSCL to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Bilaspur City of Chhattisgarh** (“Project”) as per the terms contained in the RFP Document.

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

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

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

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

1. First Party
2. Second Party

Witness:

- 1.-----
- 2.-----

**Appendix–4: Financial Qualification of the applicant**

S. No.	Financial Year	Annual Turnover (Rs. crore)
1	Financial Year 2014-15	
2	Financial Year 2015-16	
3	Financial Year 2016-17	

*Note:*

- *The audited Financial Statements for the corresponding year have to be attached.*
- Certified that the above turnover is from consultancy services.

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

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



### Appendix-5: Technical Qualifications Experience

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

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

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

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

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

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

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

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

		regulations on.....}				t b. Copy of completi on certificat e; [Issued by Competent Authority]
--	--	-------------------------	--	--	--	--

(Name and Sign of Authorized Signatory)

**Appendix-6:Format for NON BLACKLISTING CERTIFICATE**

**(SELF CERTIFICATE)**

I M/s. .... (Sole applicant / Lead Member/ Other Member /s)), (the names and addresses of the registered office) hereby certify and confirm that we are not barred or blacklisted by any state government or central government / department / agency/PSU in India or abroad from participating in Project/s, either individually or as member of a Consortium in the last 10 years.

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

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

Name of the applicant

.....  
Signature of the Authorized Person

.....  
Name of the Authorized Person

Note:

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

## B. Technical Proposal – Standard Forms

### Full Technical proposal Submission Forms

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

#### Checklist of Required technical Proposal Forms

Required for FTP or STP (√)		FORM	DESCRIPTION	Page Limit
FTP	STP			
√	√	TECH-1	Technical Proposal Submission Form.	
“√” If applicable		TECH-1 Attachment	If the Proposal is submitted by a Joint Venture / Consortium, attach a letter of intent or a copy of an existing agreement.	
“√” If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture / Consortium, several are required: a power of attorney for the authorized representative of each JV / CONSORTIUM member, and a power of attorney for the representative of the lead member to represent all JV / CONSORTIUM members	
√		TECH-2	Consultant’s Organization and Experience.	
√		TECH-2A	A. Consultant’s Organization	
√		TECH-2B	B. Consultant’s Experience	
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
√	√	TECH-4	Description of the approach, Methodology, and Work Plan for Performing the Assignment	
√	√	TECH-5	Work Schedule and Planning for Deliverables	
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	
√	√	TECH-7	UNDERTAKING FROM THE KEY EXPERT	
√	√	TECH-8	Standard Format of Experience Certificate	

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

## Form TECH-1: Technical Proposal Submission Form

{Location, Date}

To:

**Bilaspur Smart City Limited**

2<sup>nd</sup> floor, Vikas Bhawan, Nehru Chowk, Bilaspur  
Chhattisgarh, India  
Pin- 495001.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Assisting Bilaspur Smart City Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Bilaspur City of Chhattisgarh in accordance with your Request for Proposals dated 28/08/2017 and our Proposal for QCBS method of selection. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal provided separately on the e procurement portal”.

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

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Client’s policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by any State Government or Government of India or any multilateral funding agency or any Government of the all the eligible countries.

- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of India.
- (g) Except as stated in the Data Sheet, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 34.2 of the Data Sheet.

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

We remain,

Yours sincerely,

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

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

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

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

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

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

**{For a Joint Venture / Consortium, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached**

## Form TECH-2: Consultant's Organization and Experience

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

### A - Consultant's Organization

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

### B - Consultant's Experience

---

1. List only previous similar assignments successfully completed<sup>1</sup> in the last 7 (Seven) years.
  
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the Joint Venture / Consortium partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Sr No	Duration	Assignment name/& brief description of main deliverables/outputs	Name of Client & Country of Assignment	approx. Contract value (in Rs. equivalent)/ Amount paid to your firm	Role on the Assignment	Certificate from the Client provided

<sup>1</sup> For similar assignments successfully completed, copy of Contract agreement or Completion Certificate from the competent authority needs to be attached.

	{e.g., Jan.2009–apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country}	{e.g.,INR 01 Cr. }	{e.g., Lead partner in a JV / CONSORTIUM A&B&C}	Yes/No  c. Copy of agreement/ d. Copy of completion certificate; [Issued by Competent Authority]
	{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g.,INR 2 Cr. }	{e.g., sole Consultant}	Yes/No  c. Copy of agreement; d. Copy of completion certificate; [Issued by Competent Authority]



**Form TECH-3: Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by the Client**

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

**A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

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

## Form TECH-4: Description of approach, Methodology, and Work Plan in Responding to the Terms of Reference

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

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

- a) Technical Approach, Methodology including Presentation
  - b) Work Plan
  - c) Organization and Staffing
  - d) Understanding of the project
  - e) Innovation Methodology
- 
- a) **Technical approach, Methodology and presentation.**{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
  - b) **Work Plan.**{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
  - c) **Organization and Staffing.**{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}
  - d) **Understanding of the project**
  - e) **Innovation Methodology**

**Note: Please enclose details for ABD and Pan-City separately**

**Form TECH-5: Work Schedule and planning for deliverables**

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

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

**Form TECH-6: Team Composition, Assignment, and Key Experts' inputs**

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

- For Key Experts, the input should be indicated individually for the same positions as required under the **Data Sheet**.
- Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- “PO” means work in the Project Office at Bilaspur (C.G), India in the expert’s country of residence. “HO” work means work carried out in the Client’s country or any other country outside the expert’s country of residence but not at Project Office i.e. not physically present in Bilaspur (C.G), India.

Full time input

Part time input

**FORM TECH-6**

(CONTINUED)

**CURRICULUM VITAE (CV)**

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

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

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

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

**Membership in Professional Associations and Publications:**

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

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**Adequacy for the Assignment:**

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
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**Form TECH-7: UNDERTAKING FROM THE KEY EXPERT**

(This undertaking should be provided if the Key Expert is not an employee of the Bidder as on the Proposal Due Date)

To,  
MANAGING DIRECTOR  
Bilaspur Smart City Limited  
2<sup>nd</sup> floor, Vikas Bhawan, Nehru Chowk, Bilaspur (CG)  
(India), Pin- 495001

Dated:

**Sub:** Implementation of Smart City Projects of Bilaspur City under Smart City Mission.

Dear Sir,

I refer to the RFP dated 28/08/2017 issued by you for the Smart City Project of Bilaspur city under Smart City Mission. I confirm that M/s ..... [Insert name of the Bidder] has been authorized by me to use my technical experience and submit my name as a Key Expert for its Proposal for the Smart City Project of Bilaspur city under Smart City Mission. I also confirm that we have not authorized any entity other than M/s ..... [Insert name of Applicant/JV / CONSORTIUM] to use or rely on my technical experience for the purposes of submitting a Proposal for the RFP. If selected as the Consultant, I undertake to be a member of the Expert Pool constituted by M/s ..... [Insert name of the Bidder] for implementing the Smart City Project of Bilaspur city under Smart City Mission and also undertake to be available, and provide my best services for the duration of the Contract, in accordance with the terms of the RFP and the Contract.

[Signature]

Name:

Date:

Place:

**Form TECH-8: Standard Format of Experience Certificate**

It is to certify that M/s.....was been awarded the (Project Development/ Project management/project Design & Supervision/Project (Planning / Design) / Project Design, Supervision and Management consultancy services) of .....vide agreement No.....

The total project cost is Rs.....As a part of the above contract, the consultant have successfully completed the work on dd/mm/yy of..... (name of the Project)..... project in the State of ..... to our satisfaction.

The execution of work bared on the said DPR has started/Not stated/completed.

(Strike out which is not applicable)

Their work is found to be satisfactory.

**(Signature)**

**Name:**

**Designation:**

**Contact Number:**

**Office Seal**

**Note:**

In case it is not possible to get the certificate in the format as above, the certificate must contain:

- i.** Name of the Consultant
- ii.** Name of the work
- iii.** Agreement no.
- iv.** Cost of the project work completed
- v.** Date of completion of services (DPR).
- vi.** whether the work bared on the above services (DPR) has started or not.
- vii.** Complete Address, Phone No. , Email of ongoing Client.



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

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

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

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

**NOTE: Consultant is required to enter desired rates in the online template in the format available online on CG e Proc site as well as upload the signed copies of form FIN-1 FIN-2,FIN-3 and FIN -4 in PDF format. In case there is discrepancy between the two, the former shall prevail.**

## Form FIN-1: Financial Proposal Submission Form

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{Location, Date}

To:

**Bilaspur Smart City Limited**  
**Vikas Bhawan, Nehru Chowk, Bilaspur**  
**Chhattisgarh, India**  
**Pin- 495001**

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Dear Sir:

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

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

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

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

Yours sincerely,

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

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

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

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

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

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

**Form FIN-2: SUMMARY OF COSTS**

Item	Cost (INR)
{ Bidder must state the proposed Costs in accordance with the Data Sheet; delete columns which are not used }	
<b>Cost of the Financial Proposal</b>	
(1) Remuneration (Total of Form FIN-3)	
(2) Reimbursable (Total of Form FIN-4)	
(a) BSCL/PMC Office Set-up INR	60,00,000/-
(b) Resource Pool Expert	3,50,00,000/-
(c) Provisional sums include: (i) Workshops, Conferences and local training (ii) Equipments & Software (iii) Survey & Investigation including Assets condition surveys, topographic surveys, geotechnical investigations etc. (iv) Public outreach programs (v) Third Party Inspection	2,00,00,000/-
(d) Contingency	1,00,00,000/-
Total	
Add: Goods & Service Tax	
Total Cost of { Should match the amount in Form FIN-1 }	(Write Amount in word also)

Note:

- For Remuneration, the Bidder is required to specify the aggregate remuneration for the Core Team, Expert Team and the Program Support Team as stated in Form FIN-3.
- Payments will be made in the currency (ies) expressed above. The amounts under the head 2(a) to (d) shall be reimbursed on actual basis but not exceeding the corresponding amount specified for each head, and with prior approval of the Client.

### FormFIN-3: Breakdown of Remuneration

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

No.	Name (A)	Position (as in TECH-6) (B)	Location (C)	Time Input in Months (from TECH-6) (D)	Rate per Man Month (in INR) (E)	Total Remuneration (INR) (D*E)
	Key Expert(Core Team& Expert Team)					
1			(HO)			
			(PO)			
2			(HO)			
			(PO)			
n...						
	Non Key Expert(Support Staff Team)					
1			(HO)			
			(PO)			
2			(HO)			
			(PO)			
n...						

Note:- The total remuneration of the Program Support Team shall not exceed 50% of the aggregate remuneration of the Expert Pool and the Program Support Team

### Form FIN-4: Breakdown of Reimbursable Expenses

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

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

Legend:

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

### FORM FIN-5A (Resource Pool) BREAKDOWN OF REMUNERATION

(For details please refer to Note below)

S.No.	Name of EXPERT	Man Day Rates (A) in Rupees
1		
2		
...		
n		
	Total Cost	(In INR)

**FORM FIN-5B (Resource Pool)  
BREAKDOWN OF REIMBURSABLE EXPENSES**

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

**Total Remuneration = Fin5(A) + Fin5(B)**

Amount in INR : \_\_\_\_\_.

(Amount in Words): \_\_\_\_\_.

(Note : Total Remuneration Cost of Fin 5(A) + Fin 5(B) should not exceed by 3,50,00,000(three crores fifty lacs) Rs As Mentioned in FIN2)

[Note: **The clear scanned PDF format of all Filled and attested Fin forms From FIN 1 to Fin5 (A) (B) should be submitted digitally on CG state E proc portal in envelope C online while bidding.**]

## **Section 5. Eligible Countries**

**In reference to ITC 6.1**, for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this selection: **None**

## Section 6. Corrupt and Fraudulent Practices

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



connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>2</sup>;
- (e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (f) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

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<sup>2</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

## Section 7. Terms of Reference

### 1. Background

Government of India has selected Bilaspur as one of the Smart cities in round 3. Bilaspur has to now move towards converting its plan proposals to projects.

### 2. Objective of the Assignment

The objective of the assignment is to provide direct assistance to Bilaspur Smart City Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Bilaspur City of Chhattisgarh as per **Para 10.6** of Smart City Mission Guidelines. Under this assignment the consultant is required to review projects identified under the Area Based development which includes the project list as indicated in the Smart City Proposal of Bilaspur city and can be downloaded from the website of the India Smart Cities Mission (<http://smartcities.gov.in>).

### 3. Scope of Services

The Project Management Consultant (PMC) shall support the Bilaspur Smart City Limited in overall project management of Smart City projects of Bilaspur City, including designing, developing, managing and implementing smart city projects identified by the Bilaspur City. The PMC shall be responsible for the following tasks:

#### I. Strategic Advisory:

The PMC shall provide strategic inputs to CLIENT. Key tasks envisaged are:

##### A. Organizational ground setting

- i. Review the proposed organizational structure, and the role definition for the CEO and other members of the senior management team
- ii. Review the organizational policies including Human Resource policy and draft code of conduct for employees, vendors and service providers.
- iii. Assist CLIENT in empanelment/ procurement of service providers for functions such as legal services, public relations, facilities management, systems maintenance, HR functions, etc.

***B. Financing strategy***

- i. As Is assessment of financial health of Bilaspur Municipal Corporation and CLIENT, in order to understand the overall creditworthiness of CLIENT.
- ii. Review the project costs and financing plan for each Smart City Project and assess need for additional fundraising to bridge gaps between Capex required and allocable funds
- iii. Prepare future cash flow statement of CLIENT for the next 5 years to identify annual or quarterly funding requirements
- iv. Assess creditworthiness of CLIENT and overall bankability of the Smart City projects
- v. Assess financial market conditions and investor perceptions.
- vi. For Smart City Projects, identify possible project financing options available to CLIENT and analyze the most optimal financing option
- vii. Prepare the overall fundraising strategy for CLIENT
- viii. Develop revenue model for CLIENT, identify revenue streams, support CLIENT to operationalize revenue streams such as user fees, beneficiary charges and impact fees, land monetization, debt, loans, etc.
- ix. Assist CLIENT in procuring the services of required agencies for fundraising activities; and supervise the functioning of the agency

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

- i. Review the Bilaspur Smart City Proposal and develop the project implementation plan and schedule of both ABD and PAN city projects.
- ii. Review the documents available with BMC and CLIENT, and assess the need for further studies and analysis.
- iii. Consult the available documents such as city development plans /strategy plans, sanitation plans. mobility plan and review feasibility study etc.
- iv. Group projects under each functional heads and into area / sector-wise modules for implementation and for each module of projects, prepare implementation models such as Joint Venture / Consortiums, subsidiaries, public-private partnership (PPP), turnkey contracts, etc and an implementation plan with timelines
- v. Support CLIENT in bringing convergence with other ongoing schemes of the city

- vi. Assist the CLIENT in conducting project review meetings, preparation of minutes of meeting etc.
- vii. Review the organizational guidelines for key functions including procurement, project management, monitoring and evaluation
- viii. Provide Capacity building support to the Client in terms of conduct of trainings for inducting newer technologies. Undertaking Trainings needs assessment, formulating a training calendar and training schedules to be incorporated in various SCP projects. Undertaking effectiveness assessments of all trainings undertaken by individual projects etc

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

### ***A. Design and Implementation Phase***

- i. Perform situational analysis, feasibility assessment and identify process improvement interventions thereby designing the to-be solution and arrive at overall functional requirements of the proposed solution
- ii. Prepare detailed project report for both ABD and PAN city projects, comprising of Feasibility Study, Business Process Re-Engineering, Functional Requirements, Cost estimates, implementation plan, Risk management strategy etc.
- iii. Prepare tender documents for both ABD and PAN city and procurement of Implementation Agencies (IA) that shall be vendors/ contractors/ developers/ service providers, as per project design, in association with Project Consultants
- iv. For PPP projects, to advise on financial, legal, technical and risk allocation structure and the resultant contract structure to establish the commercial attractiveness and bankability of the project as well as assist the Client in seeking all necessary approvals.
- v. Prepare tender notices and assist Client in organizing pre bid meetings for hiring Implementation Agencies
- vi. Support Client in bid process management including bid evaluation, negotiation and award of contracts for procuring Implementation Agencies
- vii. Assist Client in drafting and award of final work/ service contract
- viii. Prepare implementation schedules for each both ABD and PAN city projects and suggest disbursement schedule.

- ix. Undertake periodic review and monitoring of both ABD and PAN city projects under implementation and evaluate performance of Implementation Agencies
- x. Assist CLIENT in hiring independent evaluators, If and whenever required, for construction supervision
- xi. After completion of each of the sub project, submit project completion report along with project impact assessment study, listing out all the beneficiaries of the project.

***B. Monitoring and evaluation***

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

***C. Knowledge management support***

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

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

- 4.1 The Professionals required for this assignment are categorized as Core Team, Expert Team and Support Team. The Support Team shall provide full person man days' time on the project office (PO) at Bilaspur for the time specified in this RFP. The Core team and the expert team shall be provided on need basis as mentioned project office (PO) and Head Office (HO) of the assignment.
- 4.2 Based on the scope of work, the Consultant shall assess the actual requirement of the Professionals for carrying out the assignment for different project under all modules during the course of the assignment. The PMC may deploy the additional staff as per requirement of the assignment.
- 4.3 The broad indicative team requirement of professionals as Core Team, Expert Team & Support Team and support staff has been indicated below. The consulting firm shall review the composition [position required, number of professionals and man days' for each professional] and finalize as per the requirement of the assignment (modules).
- 4.4 The CVs of the core team shall be evaluated for technical score are indicated below:

##### ***A. Core Team***

**The following professionals shall be deployed at the PO and HO as mentioned-CVs of the following professionals shall be evaluated for Technical score in technical evaluation**

<b>S</b>	<b>Position</b>	<b>Man Months</b>	<b>Minimum Qualification</b>	<b>Minimum Experience</b>
1.	Team Leader	PO-24 HO-24	Masters in Planning / Master in Civil Engineering/Bachelor in Engineering with MBA or Construction Management	<ul style="list-style-type: none"> <li>● 15Years' experience in Urban Sector</li> <li>● Experience of Project Management in Urban Infrastructure Works. Experience as Team leader/ Deputy Team leader for minimum 5 projects.</li> <li>● Knowledge of Housing and Urban Affairs policies, issues and Project experience</li> </ul>

*RFP for Selection of Project Management Consultant (PMC) for Assisting Bilaspur Smart City Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Bilaspur*

<b>S</b>	<b>Position</b>	<b>Man Months</b>	<b>Minimum Qualification</b>	<b>Minimum Experience</b>
2.	Support-Deputy Team Leader cum Program management expert (IT)  (To be Employee of the Company)	PO-48	i) Bachelor in Engineering/ MCA ii) Preferably MBA course or Certificate course in PMP/Prince2	<ul style="list-style-type: none"> <li>● Should have minimum 08 years' experience in consulting /implementation of ICT projects</li> <li>● Should have minimum 4 years out of 8 years' experience in project management activities</li> </ul>
3.	Deputy Team Leader cum Infrastructure Specialist	PO-48	Master's in Civil Engineering OR Graduate in Civil Engineering Certificate course in PG PM/ PMP/ Prince2	<ul style="list-style-type: none"> <li>● 8Years' experience in Urban Sector</li> <li>● Experience in citywide urban development and infrastructure planning/ design/ implementation (water supply, sewerage/ seepage / SWM/ urban roads etc.).etc)</li> <li>● Knowledge of Housing and Urban Affairs issues and Project experience.</li> </ul>
4.	Urban Planner	PO-48	Post-Graduation in Urban Planning.	<ul style="list-style-type: none"> <li>● 8 years' experience in integrated land use planning</li> <li>● .Experience in GIS based land use planning, preparing Master Plan/CDP/SCP etc</li> <li>● Experience developing Development Control Regulations</li> <li>● Knowledge of land management tools like land pooling, TDR etc</li> <li>● experience in Urban research</li> </ul>
5.	Procurement Expert	PO-18 HO-18	CA/ MBA / LLB	<ul style="list-style-type: none"> <li>● 10 years' relevant experience.</li> <li>● Worked in similar capacity for at least 4 years IN GOV projects/PSUs/ ULB sectors.</li> <li>● Should have worked on at least 1 (one) urban project in government sector in similar</li> </ul>

*RFP for Selection of Project Management Consultant (PMC) for Assisting Bilaspur Smart City Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Bilaspur*

<b>S</b>	<b>Position</b>	<b>Man Months</b>	<b>Minimum Qualification</b>	<b>Minimum Experience</b>
				capacity.
6.	Urban Finance Specialist cum PPP expert.	PO-24 HO-24	Master's Degree in Finance/ Economics/ Chartered Accountant/ Commerce/ ICWA.	<ul style="list-style-type: none"> <li>• 8 years relevant experience.</li> <li>• Experience of municipal finance analysis, municipal budgeting and accounting and financial projections.</li> <li>• Experience in working with ULB</li> <li>• Experience in Financial Modeling in Urban Infrastructure and PPP.</li> </ul>
7.	ICT / e-Governance Specialist	PO-48	i) BE/B.Tech/MCA  ii) Preferably MBA	<ul style="list-style-type: none"> <li>• 7 years in implementing ICT projects in urban area.</li> <li>• Should have at least one project of consulting/ implementation of ICT led transformation / e-Governance / Smart City Project</li> </ul>
8.	Solar Energy / Renewable Energy Expert	PO-24	B-Tech in Electrical/ Power Engineering / related sector	<ul style="list-style-type: none"> <li>• 5-7years' experience in power projects viz., planning/designing for solar power generation, transmission and distribution.</li> </ul>

**B. Expert Team:**

**The following professionals shall be deployed as on need basis CVs of the following professionals shall be evaluated for Technical score in technical evaluation**

	<b>Position</b>	<b>Man Months</b>	<b>Minimum Qualification</b>	<b>Minimum Experience</b>
<b>Expert Team Area Based Development</b>				
<b>1.</b>	Infrastructure Specialist	PO-12 HO-06	Master's in Civil Engineering	<ul style="list-style-type: none"> <li>• 15 Years' experience in Urban Sector</li> <li>• Experience in citywide urban development and infrastructure planning/ design/ implementation (water supply, sewerage/septage/ SWM/ urban</li> </ul>



*RFP for Selection of Project Management Consultant (PMC) for Assisting Bilaspur Smart City Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Bilaspur*

	<b>Position</b>	<b>Man Months</b>	<b>Minimum Qualification</b>	<b>Minimum Experience</b>
				roads etc.).Etc.) <ul style="list-style-type: none"> <li>• Knowledge of Housing and Urban Affairs issues and Project experience.</li> </ul>
<b>2.</b>	Water Supply Expert	PO-06 HO-04	<ul style="list-style-type: none"> <li>• Graduate in Civil Engineering.</li> <li>• PG in Environmental Engineering/PHE</li> </ul>	<ul style="list-style-type: none"> <li>• 15 years' experience in water supply projects</li> <li>• Design and restructuring of water supply / distribution network projects</li> <li>• Experience in Operation &amp; Maintenance of Urban Water Supply schemes.</li> <li>• specialization in EE would be preferred</li> </ul>
<b>3.</b>	Waste Water Expert	PO-06 HO-04	<ul style="list-style-type: none"> <li>• Graduate in Civil Engineering.</li> <li>• PG in Environmental Engineering/PHE</li> </ul>	<ul style="list-style-type: none"> <li>• 15years experience on waste water projects including recycling and reuse of waste water and rainwater harvesting</li> </ul>
<b>4.</b>	Structural Engineer	PO-08 HO-08	Masters in Structural Engineering	<ul style="list-style-type: none"> <li>• 15 years related.</li> <li>• Should have the experience in structural design of infrastructure projects.</li> </ul>
<b>5.</b>	Energy Specialist	PO-08 HO-04	Graduate in Electrical/ Power Engineering	<ul style="list-style-type: none"> <li>• 15 years' experience in power projects viz planning/designing for power transmission and distribution</li> </ul>
<b>6</b>	Urban transport planner	PO-08 HO-04	Master's Degree in Transportation Planning/ Transportation Engineering/ Highway Engineering/ Highway Planning/ Bachelors' degree in Civil Engineering or equivalent	<ul style="list-style-type: none"> <li>• 10 years of experience in the area of Urban Transport Planning</li> <li>• Experience in city Mobility Plan preparation, Transit Oriented Development (TOD)</li> </ul>

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	<b>Position</b>	<b>Man Months</b>	<b>Minimum Qualification</b>	<b>Minimum Experience</b>
7	Landscape Architect	PO-06 HO-06	Master's degree in landscape Architecture with degree in Architecture.	<ul style="list-style-type: none"> <li>• 10 years relevant experience.</li> <li>• Experience in preparation of technical requirement plans/ document, pavement designs, street scope, landscaping etc.</li> </ul>
8	Techno Legal Expert	PO-06 HO-18	Graduate with Law Degree.	<ul style="list-style-type: none"> <li>• 5 years Relevant Experience in contract matters/infrastructure/IT fields.</li> </ul>
9	Environment Expert	PO-12 HO-06	Masters degree in environmental science/ Engineering/planning.	<ul style="list-style-type: none"> <li>• Not less than 10 years &amp; at least 7 years in Infrastructure projects.</li> </ul>
<b>Expert team (IT)</b>				
<b>10</b>	Project lead(IT) cum City Operation Centre Expert  (To be the Employee of the Company)	PO-18 HO-06	Bachelor's Degree in Information Technology/ Computer science/ Electronics /MCA with Master Degree in Management or equivalent /	<ul style="list-style-type: none"> <li>• Should have minimum 10 years' experience in consulting /implementation of ICT projects</li> <li>• Should have Consulting/ implementation experience of implementing at-least two city level \operation centre and other components of smart cities.</li> </ul>
11	Sr. Business Analyst/ BPR Specialist	PO-16 HO-04	Degree in BE/B-Tech/MCA with MBA or equivalent	<ul style="list-style-type: none"> <li>• 8 years' relevant experience</li> <li>• Worked in similar capacity for at least 5 years.</li> <li>• Should have worked on at least 1 (one) urban project in government sector in similar capacity.</li> </ul>

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	<b>Position</b>	<b>Man Months</b>	<b>Minimum Qualification</b>	<b>Minimum Experience</b>
12	IoT Expert	PO-08 HO-04	BE/B-Tech in Information Technology/ Electronics & Communication Engineering / Computer science/MCA or equivalent	<ul style="list-style-type: none"> <li>• 8 Years' experience in IT field</li> <li>• Minimum 3 years' experience in implementing IoT/Machine to Machine (M2M) solutions and knowledge of the IoT/M2M market and ecosystems</li> <li>• Minimum 3 years' experience in a Client facing role demonstrating presentation skills and the ability to communicate with Client management and executives</li> <li>• 3 years' experience in applying analysis skills and the ability to develop processes</li> </ul>
13	IT Systems Architect	PO-08 HO-04	Degree in Information Technology/ Electronics engineering/MCA or equivalent	<ul style="list-style-type: none"> <li>• 8 years' experience in similar field</li> <li>• Lead the technology systems design, SI/MSP scope and SLAs framework, and integration of different modules</li> </ul>
14	Information Security Systems Expert	PO-08 HO-04	<p>i) B Tech /MCA/M Tech in IT or equivalent</p> <p>ii) Non mandatory criteria but will attract extra marks (as detailed in Tech Proposal Section) - <b>Certification in CISSP/CSSP/CISA/ISO27001 Lead Auditor</b></p>	<ul style="list-style-type: none"> <li>• 8 years' experience in similar field.</li> </ul>

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	<b>Position</b>	<b>Man Months</b>	<b>Minimum Qualification</b>	<b>Minimum Experience</b>
15	Intelligent Traffic and Transportation specialist	PO-08 HO-04	Degree in Engineering/planning or equivalent	<ul style="list-style-type: none"> <li>Should have minimum 8years' experience in designing developing and implementation of traffic control system, signal system planning and phasing</li> </ul>
16	Common payment card module expert	PO-04 HO-02	Masters in Computer Application/ B-Tech in Computer Science/IT or equivalent	<ul style="list-style-type: none"> <li>Minimum of 08 years of experience</li> <li>Should have experience of consulting /implementing at least 2 interoperable payment mechanism.</li> </ul>
17	Urban Utility Cum GIS specialist	PO-08 HO-04	Degree in Engineering/ equivalent	<ul style="list-style-type: none"> <li>8year of experience in planning &amp; designing &amp; developing core urban utilities such as water, waste water, solid waste management ,power distribution system</li> </ul>

**C. Program Support Team:**

**The following professionals shall be deployed on full time basis. CVs of the following professionals shall not be evaluated for Technical score in technical evaluation**

	<b>Position</b>	<b>Man Months</b>	<b>Minimum Qualification</b>	<b>Minimum Experience</b>
<b>1.</b>	Civil Engineer	PO-48	Degree in Civil Engineering & Certified AutoCAD Expert	<ul style="list-style-type: none"> <li>4years' experience holder in quantity surveying, preparation of BOQ, variations, etc.</li> <li>Knowledge of modern and digital survey techniques</li> <li>Knowledge of preparation of CAD drawings</li> </ul>
<b>2.</b>	Road Engineer	PO- 48	Graduate in Civil engineering	<ul style="list-style-type: none"> <li>4 years' experience in relevant field;</li> <li>Road engineering designs;</li> </ul>

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	<b>Position</b>	<b>Man Months</b>	<b>Minimum Qualification</b>	<b>Minimum Experience</b>
				<ul style="list-style-type: none"> <li>• Road contract management and performance monitoring of the contractors during and after execution;</li> <li>• Ensure the construction activities are implemented in field as per design;</li> <li>• QAQC and safety</li> </ul>
<b>3.</b>	Electrical Engineer	PO- 48	Graduate in Electrical Engineering	<ul style="list-style-type: none"> <li>• 4years' experience in relevant area of expertise in at-least 2 relevant projects such as electrical equipment, plants, utilities etc.</li> </ul>
<b>4.</b>	Support-Junior Engineer (06 Numbers)	PO – 48 (each)	Degree/Diploma in relevant branch	<ul style="list-style-type: none"> <li>• Degree in (relevant branch) Engineering with 2 years' experience Or</li> <li>• Diploma in (relevant branch) Engineering with 4 years' experience</li> </ul>
<b>5.</b>	Draftsman (03 Numbers for 6 months and 01 Number of 48 Months)	PO- 66	Diploma in Civil/ Mechanical Engineering or ITI in draughtsman Civil/mechanical/Electrical.	<ul style="list-style-type: none"> <li>• 04Years' experience in preparation of CAD drawings</li> </ul>
<b>6.</b>	Surveyor (03 Numbers for 6 Months)	PO-18	Diploma in Civil Engineering / ITI in Civil	<ul style="list-style-type: none"> <li>• 3 years of experience in survey with modern digital survey instruments</li> <li>• Experience in surveying with Total Station/ micro station/auto level etc.</li> </ul>
<b>7.</b>	Smart Solution Specialists (03)	PO- 48 (each)	B.Tech or BE or MCA	<ul style="list-style-type: none"> <li>• 5 years of IT experience</li> </ul>

**D. Resource Pool:**

- i. CVs shall not be provided but the consultant shall put up the CVs of the experts for the Client’s approval along with the proposed man months and financial implications before deployment.
- ii. The payment for Resource pool, if deployed on Time and Material basis, shall be done along with the payments for Core Team and Program Support Team.
- iii. If the Resource Pool is utilized for any additional projects identified during the term of the agreement, then payment for such additional projects shall be done as per the following milestones:

Activity	Milestone	Payment (% of the total cost of resource pool deployed)
Activity 2 – Situational Analysis Report	Submission of Situational Analysis Report	10%
Activities 3 & 4 - Feasibility Report and Preliminary/Detailed Project Report (PDR/DPR)	Submission of DPR including Feasibility Report	20%
Activity 5 – Bid Process Management (if applicable)	Submission of RFP Document	10%
	Submission of Technical Evaluation Report	10%
	Issuance of Letter of Award to the	10%
Activity 6 – Implementation Support	Go-Live or project commissioning	40% (to be divided into equal monthly instalments, depending upon the duration of the project)

4.5 The Consultant may deploy additional staff as per requirement. But no additional payment shall be made. It is assumed that the payment has been included in the financial proposal.

4.6 **The Consultant may bid for more than one Smart City, but if the Consultant is bidding for more than one Smart City simultaneously, shall propose separate core team for each Smart City. If at any time it is found by the Client that Core Team professional proposed by the Consultant is also part of another Smart City Team proposed by the same Consultant, then the Client shall seek a clarification from the consultant and decide on further course of action.**

- 4.7 The Client reserves the right to seek the details regarding the proof of age, qualification, certifications, registrations and experience of the core team, Expert team and the support team.
- 4.8 Age limit for staff to be deployed on project should not be more than 60 years on the date of bid submission. However in respect of only expert team the age shall be allowed up to 65 years.
- 4.9 The duration stated for each staff in expert team are best estimates based on current scope and Client needs. As the program evolves, some positions may be changed / replaced with new positions or new expertise in expert team staff may be added. All changes to staff will be decided in consultation with the Consultant and be part of future work orders.
- 4.10 It is envisaged that all the members of the core team shall be required during the entire term of assignment (4 years). However, other than in the case of initial year, a fresh assessment of the requirement shall be made by the Client (in consultation with the Consultant) at the time of finalization of annual work orders in consultation with the consultant. Decision on payment to the consultant in this regard shall be taken as per the actual deployment of the core team & expert team Staff and shall be in accordance with the provisions of the Standard Form of Contract as given in this RFP based on the decision of the Client.
- 4.11 The location of various experts as mentioned in RFP (PO/HO) is tentative and shall be decided by the Client after taking suggestions from the consultant. However the Client's decision in this regard shall be final and binding on the consultant.

## **5. Reporting Requirements and Time Schedule and Deliverables**

### **A. Detailed Activities**

- 5.1 The activity wise reporting requirements and deliverables for smart city Projects shall be as follows:

#### ***Activity 1: Mobilization and establishment of Project office***

- 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 and submission of the Inception Report to the Client.
- ii. Handhold/ support Bilaspur Smart City Limited for project identification and prioritization, 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/Bilaspur Smart City Limited in identifying key stakeholders, (such as from elected representatives, eminent persons, sector experts, RWAs, market associations, government entities, institutions etc.) and conducting regular meetings to discuss progress and issues related to smart city projects, 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.

***Activity 2: Situation analysis report***

Prepare and submit situation analysis report module wise in the format acceptable to the Client.

***a. Area Based Development***

- i. Integrated Projectisation - The consultant will review and re-verify the integrated modules (group of projects) in the Bilaspur smart city proposal and regroup them into modules in consultation with the Bilaspur Smart City Limited Consult the available documents such as city development plans /strategy plans, sanitation plans. Mobility plan and review feasibility study etc.
- ii. Review existing status of physical Infrastructure and other available secondary data.
- iii. Identify requirements of surveys, studies and investigations;
- iv. Carry out necessary surveys, investigations, situational analysis, cost benefit analysis, prepare preliminary project cost estimates.
- v. Review the available GIS maps and integrate to the possible extent to develop area wise spatial mapping on assets.
- vi. 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 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/ MD of Client 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.
- 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 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 learning's 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.

***Activity 3: Feasibility Report***

***Overall Scope***

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

- 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

***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***

- i. Prepare the separate To-Be of each ABD Project & Pan Solution.
- ii. Identify & prepare the interface of integration between the projects under To-Be.
- iii. Submit a simple & clear architecture of whole To-Be system consisting of all ABD & Pan Solution modules in an integrated manner.
- iv. Prepare the functional & non-functional requirements specifications.
- v. Prepare Networking and connectivity requirements
- vi. Identify & prepare Data digitization 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.

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

***Overall Scope***

- i. 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 Client. The costs estimate shall be prepared on the basis of Rates suggested by Client 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;<sup>3</sup>
- 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 stake holders and will be incorporated into the detailed Project Report. The activities for the proposed project shall include preliminary designs, drawings, works technical specifications, bill of quantities, and cost estimates (Engineer's Cost) based on Schedule of Rates of the state and/or market rate analysis, along with detailed implementation plans.
- iii. For each sub project based on the approved frame work the following shall be included in the DPRs:
  - Assessment of utility shifting requirement and costs estimations; preparing document required for statutory clearances and other clearances like Railway, Forest, National Highways etc;
  - Assess each site's environmental aspects for detailed design of the project component. Accordingly prepare initial environmental impact examinations (IEE) as may be required;
  - 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;

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<sup>3</sup> The Client is to decide for the rates to be adopted for the estimate of the Feasibility/PDR/DPR

- vi. Preparation of strategy and action plan for IEC program including public participation;
- vii. Assist stakeholder consultations for each module;
- viii. 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 – Financial and Economic
  - Risk Allocation Matrix
  - Project and Financing Milestones
  - Economic and financial analyses,
  - Environmental Management Plan
  - Location map
  - Preliminary design, specification of works and materials
  - Engineer’s Estimate in the BOQ format, as necessary
- ix. At this stage consultant should also suggest / propose component different suitable procurement options for proposed projects/module under the respective component.

***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<sup>4</sup> 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. including environment management plan (EMP) and mitigation measures;

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<sup>4</sup> Required Survey and Investigations in consultation and approval of the CLIENT

- iv. Assist the Bilaspur Smart City Limited on technical, commercial, financial, and legal aspects for project development as per requirement.

***b. PAN City Proposal***

- i. Once the Feasibility Report is approved, prepare detailed designs in accordance with sound & established engineering practices; tender drawings and; cost estimates etc. The design shall meet the techno economic aspects for best possible solution after consideration of various available alternatives and shall sufficiently be detailed to ensure clarity and understanding by all stake holders and will be incorporated into a detailed project report to be submitted for the approval of the Smart City/SPV. The costs estimate shall be prepared on the basis of Rates suggested by SPV such as SOR of State with latest addenda and corrigenda And/or market rates would be arrived at proper rate analysis carried out through market enquiry;<sup>5</sup>
- 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 stake holders and will be incorporated into the detailed Project Report. The activities for the proposed project shall include preliminary designs, drawings, works technical specifications, bill of quantities, and cost estimates (Engineer's Cost) based on Schedule of Rates of the state and/or market rate analysis, along with detailed implementation plans.
- iii. For each sub project based on the approved frame work the following shall be included in the DPRs:
  - Assessment of utility shifting requirement and costs estimations; preparing document required for statutory clearances and other clearances like Railway, Forest, National Highways etc;
  - Assess each site's environmental aspects for detailed design of the project component. Accordingly prepare initial environmental impact examinations (IEE) as may be required;
  - 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;

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<sup>5</sup> The CLIENT is to decide for the rates to be adopted for the estimate of the Feasibility/PDR/DPR

- vi. Preparation of strategy and action plan for IEC program including public participation;
- vii. Assist stakeholder consultations for each module.

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

***Overall Scope***

Based on discussions with all stakeholders and approval from Client, 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:

- i. Assist Client 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;
- ii. 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 Client.
- iii. 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.
- iv. 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 Bilaspur Smart City Limited of the Bilaspur 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 SI
- iv. The CLIENT 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).

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

***a. Area Based Development***

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

- v. Assist Bilaspur Smart City Limited to conduct stakeholder consultation during design and implementation process.
- vi. Provide advice and guidance to the Bilaspur Smart City Limited for modern procedures and guidelines for project implementation and management in general.
- vii. Contract administration and Management of the modules;
- viii. Develop technical specifications for each Module
- ix. Supervise and monitor construction work of each contracted module;
- x. Scrutinize the implementing agency's detailed work program and guide implementing agency in preparation of supervision schedule/ work plan for each module;
- xi. Scrutinize construction methods proposed by implementing agency including environmental, safety, personnel and public issues;
- xii. Assess the adequacy of the contractors' inputs in material, labor and construction methodology and provide advisory whenever required;
- xiii. Formulate a rehabilitation & resettlement framework as per requirement and monitor implementation of Social safeguards & environmental standards, if any.



- xiv. Carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings;
- xv. Supervising the construction of various contract packages for related outputs of the Program
- xvi. Record the work measurement jointly by PMC and CLIENT and certify the contractor's bill and recommend for making payments to Bilaspur Smart City Limited
- xvii. Assist the Bilaspur Smart City Limited in interim and final certification of the bills of payment;
- xviii. Furnish the detailed construction drawings as necessary during continuance of the contract or checking and recommendation of drawings for approval as required;
- xix. 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 Bilaspur Smart City Limited;
- xx. Assist third party inspection of work carried out by implementation agency(ies), if necessary, as decided by Bilaspur Smart City Limited
- xxi. Assist Bilaspur 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.
- xxii. Review and issuance for execution of contractors' design and drawings with approval of CLIENT for lump sum turnkey contracts and review the project documents and give recommendations as required for PPP projects.
- xxiii. Review and finalize the "as built" drawings submitted by Contractor;
- xxiv. Assist the Bilaspur Smart City Limited in issue of completion certificates;
- xxv. Inspect the works at appropriate intervals during defect liability period and certification issue;
- xxvi. Prepare on behalf of Bilaspur 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 Bilaspur Smart City Limited
- xxvii. Assist Bilaspur Smart City Limited in monitoring of progress as per the Program Performance Monitoring System (PPMS) or as required by Bilaspur Smart City Limited
- xxviii. Develop and maintain project management information system (PMIS) to track project progress and generate MIS progress reports such as physical and financial progress.
- xxix. Develop and implement procedure for timely payments to the implementing agency (ies) and monitor for compliance.
- xxx. Support Bilaspur Smart City Limited in overall Project Management and coordination with implementing agencies, government agencies, private players, technology service providers and others.
- xxxi. Support Bilaspur Smart City Limited to meet compliance requirements as and when required.
- xxxii. Support Bilaspur Smart City Limited in documentation and presentation of outputs



- xxxiii. Prepare Capacity building plan and Change Management Plan
- xxxiv. 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

*Project Management Activities*

- i. Develop the project plan and project charter
- ii. Coordinate workshops and discussion meetings between CLIENT, State IT Department, State Line Departments, Municipal Corporation Officials, SI, MoUD/ (GoI) etc.
- iii. Co-ordinate DPR submissions/approvals of SI.
- iv. Responsible for reviewing the deliverables submitted by SI within a period of 2 week (or as agreed with CLIENT) from the receipt of that deliverable.
- v. Highlight deviations/issues in the deliverables of SI to relevant authority within the specified time limits and assist SI and CLIENT in resolution of issues.
- vi. Prepare Capacity building plan and Change Management Plan
- vii. Identify the legal changes required and assist in drafting and issuance of Government Orders for giving effect to the BPR
- viii. Ensure that the technology standards, guidelines & frameworks are adhered to during implementation.
- ix. Suggest and co-ordinate capacity building needs and training programs.
- x. Monitor and maintain issue tracker and keep on updating the status of all risks and issues from time to time.
- xi. Defining the escalation mechanism for timely resolution of issues & risks.
- xii. Co-ordinate for STQC certification.
- xiii. SLA monitoring and suggest changes in SLAs, if required
- xiv. Monitoring the performance of the SI against the base project plan
- xv. Monitoring the performance of the overall system in terms of availability & efficiency against the service levels already defined for SI
- xvi. Suggest corrective and preventive measures to Client and SI to enhance the performance of the system
- xvii. Coordinate with all the stakeholders and support the state departments while interacting with various agencies (internal and external) during the course of the project.
- xviii. Build mechanisms to ensure coordination and consultation between all key stakeholders and members of the Client on a continued basis to facilitate the execution of the project.

*Monitoring the deployment and commissioning of necessary hardware*

- i. Monitoring installation and commissioning of ICT infrastructure
- ii. Monitor the facility management services and help desk of the SI, to ensure system uptime
- iii. Provide fortnightly reports to Client for the status of implementation till “go-live”.

*Engaging STQC for Audit*

- i. 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.
- ii. The Consultant would be responsible for the outcome in the following areas in such a manner which results in successful STQC certification.
- iii. Specifically the STQC shall look into:

### **STOC Scope**

#### ***Application audit :***

- a) *Functionality audit vis-a-vis the Functional Requirement Specification (FRS) agreed upon during development phase*
- b) *Determine systematic measures implemented to control and secure access to the application programs and data including password controls, user authentications, roles and responsibilities, audit trails and reporting, configuration and interface controls, etc.*
- c) *Review of database structure including:*
- d) *Classification of data in terms of sensitivity & levels of access*
- e) *Security measures over database installation, password policies and user roles and privileges*
- f) *Access control on database objects – tables, views, triggers, synonyms, etc.*
- g) *Database restoration and recoverability*
- h) *Audit trails configuration and monitoring process*
- i) *Network connections to database*

#### ***Review of Network and Website will include:***

- a) *Penetration and vulnerability testing*
- b) *Security exposures to internal and external stakeholders*
- c) *Installation of requisite prevention systems like Intrusion Prevention Systems (IPS), etc.*

#### ***Review and 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 centre and Disaster recovery centre 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.*

*UAT and Go-Live Report :*

- i. Assist & support to assess and certify the solution and associated infrastructure & services.
- ii. Planning, preparing & execution of the User Acceptance Test, tracing the functional requirements before the Go Live
- iii. 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 digitization 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

*Monitoring the O&M*

- i. Support CLIENT for monitoring of the compliance of the contractual obligations of the SI.
- ii. 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.
- iii. 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.
- iv. The consultant shall be responsible for reviewing the work of System Integrator and recommend payments to the CLIENT.
- v. 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.
- vi. The Consultant shall be responsible for reviewing the work of System Integrator and approve payments to be made to the SI by the Client.
- vii. The Consultant shall provide support to the Smart City/CLIENT for the successful completion of the Smart City Project and its closure.

5.2 The estimated time duration for the consultancy services is 4 (four) years.

- 5.3 The Consultant shall deploy its Personnel as per the proposed personnel deployment schedule/ as per the requirement of the Client.
- 5.4 The Consultant shall submit the reports for activity 1 to activity 5 in 3 (three) hard bound copies and one soft editable and pdf format and for activity 6 in 2(one) hard bound copy and 01 (one) soft editable and pdf format.

## **B. Reporting Requirements**

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

### ***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;

### ***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.

### ***Activity 3: Feasibility Report***

### ***Activity 4: Preliminary/Detailed Project Report (PDR/DPR)***

### ***Activity 5: Bid documents and award of contract***

### ***Activity 6: Project Implementation and Supervision***

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

## **C. Time Schedule and activity wise Deliverable**

- i. The Activity wise time schedule shall be as follows

*RFP for Selection of Project Management Consultant (PMC) for Assisting Bilaspur Smart City Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Bilaspur*

<b>S No.</b>	<b>Activity wise Deliverable</b>	<b>Time period</b>																						
1	Activity 1: Mobilization	<b>T<sub>0</sub>+ 15 days</b>																						
2	Activity 2 : a) For ABD Modules : Submission of Situation Analysis Report for and its acceptance& approval by the Client b) For Smart Solution Module : Submission of Business Re-engineering Report (BPR) and Final function requirement specifications (FRS) and its acceptance& approval by the Client	<b>T<sub>0</sub>+ 12 Months</b>																						
3	Activity 3  For ABD and Smart Solution Modules : Feasibility Study Report and its acceptance& approval by the Client																							
4	Activity 4  For ABD and Smart Solution Modules : Submission of Detailed Project Report and its acceptance& approval by the Client																							
5	Activity 5  For ABD and Smart Solution Modules : Submission of Bid Documents and its acceptance& approval by the Client																							
6	Activity 2-5																							
	<table border="1"> <thead> <tr> <th rowspan="2">Time line</th> <th colspan="2">No Of Modules ( out of total n modules)</th> <th rowspan="2">Target Date</th> </tr> <tr> <th>Modules in each Quarter</th> <th>Cumulative Modules</th> </tr> </thead> <tbody> <tr> <td>Q 1</td> <td>-</td> <td>-</td> <td>T<sub>0</sub>+ 3 Months</td> </tr> <tr> <td>Q 2</td> <td>-</td> <td>-</td> <td>T<sub>0</sub>+ 6 Months</td> </tr> <tr> <td>Q 3</td> <td>-</td> <td>-</td> <td>T<sub>0</sub>+ 9 Months</td> </tr> <tr> <td>Q 4</td> <td>n</td> <td>All Modules</td> <td>T<sub>0</sub>+ 12 Months</td> </tr> </tbody> </table> <p><b>The time period may be extended for another 6 months as per the requirement of the module(s) by the Client for completion of the assignment up to activity 5.</b></p>	Time line	No Of Modules ( out of total n modules)		Target Date	Modules in each Quarter	Cumulative Modules	Q 1	-	-	T <sub>0</sub> + 3 Months	Q 2	-	-	T <sub>0</sub> + 6 Months	Q 3	-	-	T <sub>0</sub> + 9 Months	Q 4	n	All Modules	T <sub>0</sub> + 12 Months	
Time line	No Of Modules ( out of total n modules)		Target Date																					
	Modules in each Quarter	Cumulative Modules																						
Q 1	-	-	T <sub>0</sub> + 3 Months																					
Q 2	-	-	T <sub>0</sub> + 6 Months																					
Q 3	-	-	T <sub>0</sub> + 9 Months																					
Q 4	n	All Modules	T <sub>0</sub> + 12 Months																					
7	Activity 6  Project Implementation Support	From the date of selection of the implementation																						

S No.	Activity wise Deliverable	Time period
		Agency T <sub>1</sub> to (T <sub>0</sub> + 4 Years)
8	For ABD Modules	From the date of selection of the implementation Agency for the each Module To T <sub>0</sub> + 4 years
	For Smart Solution Module Including the following during implementation period a) Submission & acceptance of User Acceptance Test (UAT) Reports b) Submission of Standardization Testing and Quality Certification (STQC) Certificate(s) c) Submission & acceptance of “Go-Live” Report	From the date of selection of the System Integrator (SI) T <sub>1</sub> to T <sub>0</sub> + 4 years  For a, b, and c activities:  T <sub>1</sub> + 4(four) Months during implementation by System Integrator (SI)

*\*T<sub>0</sub> date of signing of Contract and T<sub>1</sub> is the date of appointment of implementing agency*

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

## 6. Client’s Input and Counterpart Services and Facilities

- 6.1 Services, facilities and property to be made available to the Consultant by the Client:  
Yes
- 6.2 Professional and support counterpart personnel to be assigned by the Client to the Consultant’s team: As per requirement and request of the Consultant

6.3 The Consulting firm will be responsible to:

- i. Arrange for fully equipped office and office operation related facilities for project development team.
- ii. Arrange for data collection, survey and investigation, preliminary design, report preparation of reports for projects modules
- iii. Arrange for communication related to contract, data processing, computers, printing equipment and necessary stationeries; and Arrange for all transportation and travelling required for the assignments to perform the consultancy services/job.



## **Section 8. Standard Form of Contracts**

### **STANDARD FORM OF CONTRACT**

***Project Name:* Implementation of Smart City Projects under Smart City Mission in Bilaspur City**

**Name of Assignment:**

**Selection of Project Management Consultant (PMC) for Assisting Bilaspur Smart City Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Bilaspur**

## **Contents**

- I. Form of Contract
- II. General Conditions of Contract
  - A. GENERAL PROVISIONS
  - B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT
  - C. RIGHTS AND OBLIGATIONS OF THE CONSULTANT
  - D. PERSONNEL
  - E. RIGHTS AND OBLIGATIONS OF THE CLIENT
  - F. PAYMENTS TO THE CONSULTANT
  - G. FAIRNESS AND GOOD FAITH
  - H. MISCELLANEOUS
- III. Special Conditions of Contract
- IV. Appendices
  - Appendix - A
  - Appendix - B
  - Appendix - C
  - Appendix - D
  - Appendix - E
  - Appendix - F
  - Appendix - G

**CONTRACT FOR CONSULTANT'S SERVICES  
Time-Based linked with performance**

**Project Name: Implementation of Smart Solution Projects under Smart City Project in  
Bilaspur City**

**Contract No.** \_\_\_\_\_

**Between**

**Bilaspur Smart City Limited**

**and**

*[Name of the Consultant]*

**Dated:**

## **1. Form of Contract**

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

This CONTRACT (hereinafter called the “**Contract**”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, Bilaspur Smart City Limited (hereinafter called the “**Client**”) and *[insert name of Consultant]*, a *[company/firm]* duly *[incorporated/registered]* under the provisions of *[●]*, with its registered/principal office at *[●]*, on the other hand, (hereinafter called the “**Consultant**”).

### WHEREAS

- (a) The city of Bilaspur has been selected to be developed into a smart city under the third round of the Smart Cities challenge launched by the Ministry of Housing and Urban Affairs, GoI. The Client is the special purpose vehicle incorporated to implement the Smart Cities Mission in Bilaspur in accordance with the Smart City Proposals.
- (b) The Client has, by way of its request for proposal for Selection of Program Management Consultant for Area Based Development Projects and PAN city projects for Bilaspur Smart City issued on 28/08/2017 (hereinafter called the “**RFP**”), invited proposals for providing certain consultancy services for the Area Based Development Projects and PAN city as defined in this Contract (hereinafter called the “**Services**”).
- (c) The Consultant submitted its proposal dated *[insert date]* in response to the RFP for award of the Contract (the “**Proposal**”), whereby the Consultant represented to the Client that it has the required professional skills, expertise and technical resources and is willing to provide the Services on the terms and conditions set forth in this Contract.
- (d) The Client has, by way of a letter of award dated *[insert date]* (the “**LOA**”), accepted the offer of the Consultant 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 shall constitute the Contract:
  - (i) The Special Conditions of Contract;
  - (ii) The General Conditions of Contract (including Attachment 1 “Corrupt and

- Fraudulent Practices);
- (iii) Appendices:
  - Appendix A: Terms of Reference
  - Appendix B: Key Experts
  - Appendix C: Remuneration Cost Estimates
  - Appendix D: Reimbursable Cost Estimates
  - Appendix E: Form of Performance Security
  - Appendix F: Services Schedule
  - Appendix G: Smart City Proposals
- (iv) RFP;
- (v) LOA; and
- (vi) The Proposal.

All of the foregoing documents are referred to herein as the Contract. In the event of a conflict, ambiguity or discrepancy between:

- (a) the contents of the Contract, the document specified earlier in the list set out above shall prevail over the latter documents;
  - (b) between two or more Clauses of the Contract, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;
  - (c) between any two appendices, the appendix relevant to the issue shall prevail; and
  - (d) between any value written in numerals and that in words, the latter shall prevail.
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract. In particular,
- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Client shall make payments to the Consultant in accordance with the provisions of the Contract.

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

For and on behalf of *Bilaspur Smart City Limited*

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

For and on behalf of *[Name of Consultant]*

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

## **II. General Conditions of Contract**

### **A . GENERAL PROVISIONS**

#### **1. Definitions and Interpretation**

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

- a) “Activity” means an activity or action specified in the Terms of Reference, which is to be performed by the Consultant as a part of the scope of Services.
- b) “Additional Resource” means any professional and support staff, in addition to the Key Experts and the Program Support Staff, who may be engaged by the Consultant to provide the Services.
- c) “Applicable Law” means all laws in force and effect in India, as on the date of the Contract, or which may be promulgated or brought into force and effect after the date of the Contract, including all regulations, rules and notifications made there under and all judgments, decrees, injunctions, writs, orders, directives and notifications issued by any court or Authority, as may be in force and effect during the subsistence of the Contract and applicable to either Party, their obligations or this Contract, from time to time.
- d) “Affiliates” means, in relation to the Consultant, a Person who Controls or is controlled by such Consultant, or a Person who is under the common Control of the same Person who Controls such Consultant.
- e) “Authority” means the GoI, GoCG ,BSCL ,Bilaspur Municipal Corporation or any local authority or any department, instrumentality or agency thereof or any statutory body or corporation (to the extent acting in a legislative, judicial or administrative capacity and not as a contracting party with the Client or the Consultant) or commission under the direct or indirect control of the central, state or local government or any political sub-division thereof or any court, tribunal or judicial body within India.
- f) “Breakage Costs” means the amount payable by the Client to the Consultant that is attributable to the losses, costs, claims and expenses that have been or will reasonably and properly be incurred by the Consultant in respect of: (i) any contracts placed that cannot be terminated, without such losses, costs, claims and expenses being incurred; and (ii) any expenditure incurred in anticipation of the performance of the Services, provided however that the Consultant has used its reasonable endeavours to mitigate the losses, costs, claims and expenses incurred, as a result of the termination of the Contract due to a Client default (as set out in Clause 18.1.5), to the extent that such losses, costs, claims and expenses are or may be incurred in connection with the performance of the Services For the avoidance of doubt, the Breakage Costs shall mean any losses, costs, claims and expenses incurred or to be incurred in respect of: (i) any contracts placed that cannot be terminated without such losses, costs, claims and expenses being incurred and (ii) any expenditure incurred in anticipation of the performance of the Services, provided however that the .; Consultant has used its reasonable endeavours to mitigate the losses, costs, claims and expenses incurred.

- g) “CEO” means the Chief Executive Officer of the Client
- h) “Clause” means a clause of the GCC, as may be supplemented by the SCC
- i) “Client” shall have the meaning ascribed to it in the preamble of the Contract.
- j) “Client Event of Default” has the meaning ascribed to Clause 18.1.5.
- k) “Client Indemnified Party ” has the meaning ascribed to Clause 19.1
- l) “Communication” has the meaning ascribed to it in Clause 6.1.
- m) “Completion Certificate” means the certificate issued or deemed to be issued by the Client to the Consultant to certify satisfactory completion of the Services and handover of the monitoring, supervision and control over the implementation of the Area Based Development Project & PAN city proposal to the Client or any other agency nominated by it, in accordance with Clause 41.7.
- n) “Conflict of Interest” shall have the meaning ascribed to it in Clause 21 read with clause 3 of section 1 of the RFP.
- o) “Consultant” shall have the meaning ascribed to it in the preamble of the Contract.
- p) “Contract” shall have the meaning ascribed to it in clause 1 of the Form of Contract.
- q) “Control” in relation to a Person, means: (i) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or (ii) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise. The term “Controls” and “Controlled” shall be construed accordingly.
- r) “Core Team” means the team of Core Experts engaged by the Consultant, to perform the Services, which at a minimum must include such number of Core Experts, as specified in Appendix B and Form **TECH-4** of the RFP. It is clarified that the Expert Pool will not include any Program Support Staff. Such personnels shall be deployed by the consultant for Facilitation, Development and Implementation of Project on a full time basis at the project office (PO) and CVs of the such professionals shall be evaluated for Technical score in technical evaluation.
- s) “Day” means a calendar day unless indicated otherwise.
- t) “Delay Event” has the meaning given to it in Clause 29.3.
- u) “Deliverable” means a work product (including reports, software, know-how, design, drawings, diagrams, maps, models, specifications, analysis, solutions, data base, Programs, technical information, data and other documents) to be prepared and submitted by the Consultant as a part of the Services, in accordance with the terms of this Contract and the term “Deliverables” shall be construed accordingly. The list of Deliverables to be provided by the Consultant is set out in the Terms of Reference .
- v) “Deliverable Acceptance Certificate” means a certificate issued by the Consultant to the Client upon the Client’s approval of the relevant Deliverable, which may be endorsed by the Client in accordance with Clause 41.4.
- w) “Deliverable Due Date” means, with respect to a particular Deliverable, the date by which such Deliverable (in a final and approved form) is required to be submitted by the Consultant to the Client for all the Modules, as specified in the Services Schedule.
- x) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 10.

- y) “Expert Team” means the team of Key Experts engaged by the Consultant, to perform the Services, which at a minimum must include such number of Key Experts, as specified in **Appendix B** and Form **TECH-4** of the RFP. It is clarified that the Expert Pool will not include any Program Support Staff.
- z) “Force Majeure” shall have the meaning ascribed to it in Clause 16.
- aa) “GCC” means these General Conditions of Contract.
- bb) “GoCG” means the Government of Chhattisgarh.
- cc) “GoI” means the Government of India.
- dd) “Good Industry Practices” means the exercise of that degree of skill, diligence and prudence, and those practices, methods, specifications and standards of safety and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used and exercised by a skilled and experienced consultant engaged in the performance of services of the type, size and nature similar to the Services.
- ee) “Indemnified Party” has the meaning ascribed to it in Clause 19.3.
- ff) “Indemnifying Party” has the meaning ascribed to it in Clause 19.3.
- gg) “Intellectual Property Rights” means, in respect of the Services, any copyright, trademarks, technology, know-how, industrial processes, proprietary information, licenses, patents, permissions from or agreements with licensors of any processes, methods and systems incorporated or to be incorporated in the performance of the Services, registered designs, franchises, trade secrets, data bases, source codes, brand names, service marks, trade names, and any other intellectual and industrial property rights, whether registrable or not, subsisting or recognized under the Applicable Law or laws of any other jurisdiction, including all applications, renewals, extensions and revivals thereof.
- hh) “Key Expert” means an individual engaged by the Consultant as a members, as a part of the Expert Pool, to provide the Services or any part thereof, who has the minimum qualification and experience as specified in paragraph 6.3.5 of the Terms of Reference in the RFP for the position that such individual holds in the Expert Pool and whose curriculum vitae (CV) was evaluated as a part of the Consultant's Technical Proposal and approved by the Client at the time of finalization of the Contract.
- ii) “LOA” has the meaning ascribed to it in recital (d) of the Contract.
- jj) “Local Currency” means the official currency of India (INR).
- kk) “Module” means a component of the Area Based Development Project and Pan city project in relation to which the Consultant is required to provide the Services, as described in greater detail in the Terms of Reference.
- ll) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- mm) “Payment Schedule” means the schedule for payment of the Price to the Consultant, as set out in the SCC.
- nn) “Performance Security” means a duly executed, irrevocable and unconditional bank guarantee to be procured and maintained by the Consultant in accordance with Clause



- 51 read with the SCC, to secure the due and proper performance of the Contract.
- (oo) “Person” means any individual, company, corporation, firm, partnership, trust, sole proprietor, limited liability partnership, co-operative society, Government Company or any other legal entity.
  - (pp) “Personnel” means, collectively, the Expert Pool, Program Support Team, Core team, and any other personnel of the Consultant engaged by the Consultant to perform the Services or any part thereof under the Contract.
  - (qq) “Program Support Team” means the team of Program Support Staff engaged by the Consultant to perform the Services, which at a minimum must include such number of Program Support Staff, as specified in Form TECH-4 of the RFP. It is clarified that the Program Support Team will not include any Key Experts.
  - (rr) “Program Support Staff” means an individual engaged by the Consultant, as a part of the Program Support Team, to provide the Services or any part thereof, who has the minimum qualification and experience as specified in paragraph 6.3.5 of the Terms of Reference of the RFP for the function that such individual is required to perform as a part of the Program Support Team.
  - (ss) “Project Office” means the office space provided by the Client to the Consultant within the Client’s office in the city of Bilaspur, for the Consultant to set up its project office for the Personnel and Additional Resources, if any, who are or will be engaged to provide the Services.
  - (tt) “Proposal” has the meaning ascribed to it in recital (c) of the Contract.
  - (uu) “Reimbursable Expenses” means the expenses incurred by the Consultant under the various heads of expenditure listed in Appendix D, which will be reimbursed by the Client up to the maximum amount specified for each head.
  - (vv) “Remuneration” means the aggregate remuneration payable for the Core team, Expert Team and the Program Support Team, based on the agreed man month rates for the Key Experts and the Program Support Staff, as set out in Appendix C.
  - (ww) “Reports” has the meaning ascribed to it in Clause 26.
  - (xx) “RFP” has the meaning ascribed to it in recital (b) of the Contract.
  - (yy) “Smart City Proposals” means the stage 1 and stage 2 proposals submitted by GoCG to the Ministry of Housing and Urban Affairs(MoHUA), GoI for the selection of Bilaspur as a smart city under the first phase of the Smart Cities Mission launched by the MoHUA, which are appended to the Contract at Appendix G
  - (zz) “SCC” means the special conditions of contract with specific Details and information to supplement (and not to override) the GCC.
  - (aaa) Section” means a section of the Contract.
  - (bbb) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
  - (ccc) “Services Schedule” means the schedule showing the sequence, method and timing of execution of the Services and related activities and the Deliverable Due Dates,

as set out in Appendix F.

- (ddd) “Taxes” means all taxes, duties imposts, levies and charges pursuant to any law (whether currently in force or coming into force on or after the Effective Date), including GST, income tax service tax, value added tax, central sales tax, customs duty excise duty, fees, cess, octroy, entry tax, and any interest, Surcharge, penalty or fine in connection therewith.
- (eee) “Third Party” means any person or entity other than the Client and the Consultant.
- (fff) “Technical Proposal” means the technical proposal forming part of the Proposal submitted by the Consultant in response to the RFP.
- (ggg) “Terms of Reference” means the terms of reference set out in Appendix A that explain the objectives and scope of the Services, activities, tasks to be performed, respective roles and responsibilities of the Client and Consultant, and expected results and deliverables of the Area Based Development Project.
- (hhh) “Total Value of Contract” means, collectively, the Remuneration, the maximum Reimbursable Expenses specified in Appendix D and any Taxes payable in connection with the performance of the Services.
- (iii) “Variation” has the meaning ascribed to it in Clause 14.2.
- (jjj) “Variation Order” has the meaning to it in Clause 14.3.

1.1 The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral parts of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement;
- (b) Annexes of Agreement;
- (c) RFP; and
- (d) Letter of Award.

## **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 Client and the Consultant the Consultant, subject to this Contract, has complete charge of the Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

### **2.1 Rights and Obligations**

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

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

**3. Governing Law and Jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

**4. Language**

This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**5. Table of Contents and Headings.**

The headings are for convenience of reference only and shall not limit, alter or affect the meaning of this Contract.

**6. Communication**

6.1 Any communication, approval, notice, report, consent, certificate or request required or permitted to be given or made pursuant to this Contract (“Communication”) shall be in writing in the language specified in the SCC. Unless otherwise specified in the Contract, any such Communication shall be sent by electronic mail or facsimile transmission, with a confirmation copy by courier or registered post to the address specified in the SCC. Any Communication sent by electronic mail or facsimile shall be deemed to have been received on the date of transmission and any notice served by courier or registered post shall be deemed to be received when actually delivered to the address specified in the SCC.

6.2 A Party may change its address for Communication hereunder by giving the other Party notice of such change to the address specified in the SCC.

**7. 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, whether in India or elsewhere, as the Client may approve.

**8. Authorized Representatives**

8.1 Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this Clause 1.10.

1. The Authority may, from time to time, designate one of its officials as the Authority Representative. Unless otherwise notified, the Authority Representative shall be:

.....  
Tel: .....  
Mobile: .....  
Email: .....

8.2 The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

.....  
Tel: .....  
Mobile: .....  
Email: .....

### **8.3 Authority of Member-in-charge**

In case the Consultant consists of a consortium of more than one entity, the Parties agree that the Lead Member shall act on behalf of the Members in exercising all the Consultant's rights and obligations towards the Client under this Agreement, including without limitation the receiving of instructions and payments from the Client.

## **9. Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

- (a) In the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in **Clause 8** or to such other person as the Consultant may from time to time designate by notice to the Client; provided that notices or other communications to be given to an address outside the city specified in Sub-clause Below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Client; RFP for Appointment of PMC for BSCL
- (b) In the case of the Client, be given by e-mail and by letter delivered by hand and be addressed to the Client with a copy delivered to the client Representative set out below in **Clause 8** or to such other person as the Client may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Client's office, it may send such notice by email and by registered acknowledgement due, air mail or by courier; and
- (c) Any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of e-mail, it shall be deemed to have been delivered on the working days following the date of its delivery.

## **B. Commencement, Completion, Modification and Termination of Contract**

### **10. Effectiveness of Contract**

10.1 This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services.

### **11. Commencement of Services**

11.1 The Consultant shall confirm availability of the Key Experts for term of the Contract and begin carrying out the Services no later than the date specified in the SCC.

### **12. Expiration of Contract**

12.1 Unless terminated earlier pursuant to Clause 18, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC, unless extended in accordance with this Contract.

### **13. Entire Agreement**

13.1 This Contract constitutes the entire understanding between the Parties regarding the scope of the Services and supersedes all prior written or oral understandings, offers, agreements, communication or representations affecting the same subject matter. It is clarified that the obligations of the Consultant under the RFP shall continue to subsist and shall be deemed to form part of the Contract.

### **14. Modifications or Variations**

**14.1.** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

**14.2.** Both the Client and the Consultant may, at any time during the term of the Contract, propose a variation to the Services, the Terms of Reference (as set out in Appendix A), Payment Schedule and/or any other provision of the Contract (Variation).

#### **14.3. Client Proposed Variation**

(i) The Client may, at any time during the term of the Contract instruct the Consultant, by issuing a written notice, to carry out a Variation (a Variation order). Provided that, the Client shall not propose a Variation which is not technically or financially feasible, such feasibility being determined in accordance with Good Industry Practice, or any Variation that constitutes unrelated work.

(ii) Within fifteen (15) days of receipt of a Variation Order, the Consultant shall submit a proposal setting out in sufficient detail the implications of the proposed Variation, including the (a) description of the work required or no longer required; (b) an estimate of the increase or decrease in the Total Value of Contract; (c) the Service Schedule; and (d) Payment Schedule.

(iii) Based on its review of the proposal submitted by the Consultant, the Client may: (a) accept the proposal and the corresponding adjustments to the Total Value of Contract, Services Schedule and Payment Schedule; (b) provide its comments on the proposal seeking amendments and/or justification for the implications put forth by the Consultant; or (c) reject the proposal submitted by the Consultant and withdraw the Variation Order, within seven (7) days from the date of receipt of the Consultant's proposal under Clause 14.3(ii).

(iv) If the Client accepts the Consultant's proposal under Clause 14.3(ii) of this Section, it shall issue an instruction identifying the offer that is being accepted and requesting the Contractor to proceed with the Variation. Upon the Client's acceptance of the Consultant's proposal, the Consultant shall proceed with the Variation.

(v) To the extent the Client seeks amendments and/or justification in the proposal submitted by the Consultant, the Consultant shall incorporate or address, in writing, the Client's

comments and submit a revised proposal. On approval of the revised proposal in accordance with Clause 14.3(iv), the Consultant shall proceed with the Variation.

(vi) On implementation of a Variation Order, the Consultant shall be entitled to the agreed increase in the Total Value of Contract and/or adjustment to the Services Schedule or Payment Schedule for carrying out the Variation.

(vii) Notwithstanding anything to the contrary in this Clause 14.3, the Consultant shall be bound to implement any Variation that is

Necessitated by a Change in Law (discussed in Clause 15 below) and any consequent adjustment in the Total Value of Contract, Services Schedule or Payment Schedule, on account of such Variation, shall be determined in accordance with Clause 15 below.

#### **14.4. Consultant Proposed Variation**

(i) The Consultant may propose a Variation, which it considers necessary or desirable to improve the quality of the Services. While proposing a Variation, the Consultant shall submit a proposal to the Client, with a statement setting out: (a) detailed particulars of the Variation; (b) the work required or no longer required; (c) an estimate of any adjustment in the Total Value of Contract; (d) any adjustment to the Services Schedule or Payment Schedule; and (e) any other effect the proposed Variation would have on the Services or on any other provision of the Contract.

(ii) Based on its review of the Variation proposed by the Consultant, the Client may: (a) confirm the Variation; (b) provide its comments on the proposed Variation; or (c) reject the proposed Variation, while giving reasons in writing for such rejection, within seven (7) days of the submission of the proposal for a Variation. Upon the Client's acceptance of the proposed Variation, the Consultant shall proceed with the Variation.

(iii) To the extent the Client seeks amendments in the proposed Variation, the Consultant shall incorporate or address, in writing, the Client's comments and submit a revised proposal. On approval of the revised proposal in accordance with Clause 14.4(ii), the Consultant shall proceed with the Variation.

(iv) If the Parties are unable to reach agreement regarding the terms of a Variation Order, the decision of the Client shall be final.

**14.5.** Notwithstanding anything contained in this Clause 14, a Variation made necessary due to any act, omission or default of the Consultant in the performance of its obligations under the Contract will not result in any increase in the Total Value of Contract or extension of any Deliverable Due Date.

**14.6.** No Variation invalidates the Contract. The Consultant agrees that a Variation may involve the omission of any part of the Services and further, the Consultant agrees that the Client may engage others to perform that part of the Services which has been omitted. The Consultant further acknowledges that any omission or omissions will not constitute a basis to allege that the Client has repudiated the Contract no matter the extent or timing of the omission(s).

**14.7.** Notwithstanding anything contained in this Clause 14, the Client shall not agree to any Variation if:

(i) the Consultant seeks any Variation in its obligations which is due to any shortcoming or deficiency in the documents provided by the Consultant;

(ii) the Variation relates to repeat performance of any Services due to the Consultant's failure to comply with the Client's requirements; or

(iii) escalation in the cost of equipment, materials or the work force, other than on account of a Change in Law.

### **15. Change in Law**

**15.1.** For the purposes of this Contract, “Change in Law” means the occurrence of any of the following events after the date of execution of the Contract:

- (i) the modification, amendment or repeal of any existing Applicable Law;
- (ii) the enactment, promulgation, bringing into effect, adoption of any new Applicable Law;
- (iii) change in the interpretation or application of any Applicable Law by any Authority;
- (iv) the introduction of a requirement for the Consultant to obtain any new approval or permit or the unlawful revocation of an applicable approval or permit; or
- (v) the introduction of any new Tax or a change in the rate of an existing Tax;

Change in Law does not include:

- (i) any change in the (Indian) Income Tax Act, 1961 with regard to the taxes on the income of the Consultant;
- (ii) any statute that has been published in draft form or as a bill that has been placed before the legislature or that has been passed by the relevant legislature as a bill but has not come into effect prior to the date of the Contract and which is a matter of public knowledge; or
- (iii) a draft statutory instrument or delegated legislation that has been published prior to the date of the Contract, which is under the active consideration or contemplation of the GoI or GoCG and which is a matter of public knowledge.

**15.2.** If, after the date of this Contract, there is any Change in Law

- (i) Increases the cost incurred by the Consultant in performing the Services; and/or
- (ii) affects the Services Schedule, then the Consultant may notify the Client and appropriate adjustments shall be made to the Total Value of Contract and/or the Services Schedule to account for the Change in Law. The notice shall be accompanied by all supporting documents, details and information required by the Client to assess the claims of the Consultant. Provided that, if a Change in Law becomes applicable as a result of a delay by the Consultant in providing the Services, other than due to a Delay Event, then the Consultant shall not be entitled to any adjustment in the Total Value of Contract and/or the Services Schedule. Where it is not possible to address the effect of a Change in Law (through an adjustment in the Total Value of Contract and/or the Services Schedule), the Parties shall agree on a mechanism, including amending the terms of the Contract, to mitigate the adverse effects of the Change in Law. If the Parties are unable to reach an agreement within thirty (30) days of the notification of a Change in Law, then the matter shall be referred to dispute resolution in accordance with Clause 50.

### **16. Force Majeure**

#### **a) Definition**

**16.1** For the purposes of this Contract, “Force Majeure” means any of the following events, which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances:

- (i) acts of God;

- (ii) Accidents, except as may be attributable to the Parties;
- (iii) Earthquake, storm or flood;
- (iv) Fires or explosions, except as may be attributable to the Parties;
- (v) Acts of Authorities, except as may be attributable to the Parties;
- (vi) Epidemics;
- (vii) War, terrorism, sabotage, civil commotions/civil disorder, or riots; and
- (viii) General strikes or lockouts or other industrial. Action/confiscation (which are not restricted to the Consultant or its Personnel.

**16.2** Force Majeure shall not include: (i) any event which is caused by the negligence or intentional act or omission of a Party or any Personnel or its agents or employees, (ii) any event which a diligent Party could reasonably have been expected to take into account at the time of the conclusion of this Contract, or be able to avoid or overcome in the carrying out of its obligations hereunder; (iii) insufficiency of funds or commercial hardship; and (iv) unavailability, or increase in the cost of any Personnel or component required to perform the Services, unless such unavailability or increase in costs is due to a Force Majeure event.

**b). No Breach of Contract**

**16.3** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures to mitigate and overcome the effects of the Force Majeure event. Performance of any obligations affected by a Force Majeure event must be resumed as soon as reasonably possible after the abatement of such Force Majeure event.

**c). Measures to be Taken**

**16.4** 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.

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

**16.6** Any period within which the Consultant is required to complete any action or task, in terms of the Services Schedule, shall be extended for a period equal to the time during which the Consultant was unable to perform such action as a result of an event of Force Majeure.

**16.7** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either: (i) demobilize, in which case the Consultant shall be reimbursed for additional costs it reasonably and necessarily incurs in demobilization, and, if required by the Client, in reactivating the Services; or (ii) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract for the part of the Services performed by it during the subsistence of the Force Majeure event and be reimbursed for additional costs reasonably and necessarily



incurred in demobilizing for the part of the Services which are affected by the Force Majeure event and, if required by the Client, in reactivating such part of the Services.

**16.8** Not later than thirty (30) days after the Consultant has, as a result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on the appropriate measures to be taken in the circumstances.

**16.9** In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 50.

**16.10** Save and except as expressly provided in the Contract, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss relating to or arising from any event of Force Majeure or the exercise by it of any right pursuant to this Clause 16

**d). Prolonged Force Majeure**

**16.11** If a Force Majeure event affecting any Party subsists for a continuous period of one hundred eighty (180) days, the affected party may issue a notice of termination of the entire Contract or such part of the Services as is affected by the Force Majeure event, in accordance with Clause 18 below.

**17. Suspension of Contract**

**17.1** The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform or is in breach of 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 or breach, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension

**18. Termination of Contract**

**18.1.** This Contract may be terminated by either Party as per provisions set out below:

**a. By the Client**

18.1.1 A “Consultant Event of Default” means any of the events set out below, unless such event has occurred as a consequence of a default by the Client as set out in Clause 18.1.5, a Change in Law or any event of Force Majeure (“Consultant Event of Default”)

- (i) 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 17 within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently granted in writing;
- (ii) if the Consultant becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- (iii) if the Client, in its sole discretion and for any reason whatsoever which reason is required to be recorded in writing, decides to terminate this Contract;
- (iv) if the Consultant’s liability to pay delay liquidated damages reaches the cap on delay liquidated damages specified in Clause 29.8 but the delay in respect of which the delay liquidated damages are payable continues to exist;

- (v) if the Consultant fails to confirm availability of Key Experts as required in Clause 11;
- (vi) if the Consultant replaces any Key Expert in contravention of the provisions of this Contract;
- (vii) if the Consultant has engaged in corrupt, fraudulent, collusive, coercive, undesirable or restrictive practice in bidding for or in subsequently executing the Contract;
- (viii) if the Consultant fails to furnish, renew and/or maintain the Performance Security in accordance with this Contract;
- (ix) if the Consultant assigns or novates its rights and obligations under this Contract without the prior written consent of the Client;
- (x) if any of the Consultant's representations and warranties are found to be false and/or misleading; or
- (xi) if the Consultant is in breach of any Applicable Laws.

18.1.2 Without prejudice to other provisions of this Contract, upon the occurrence of a Consultant Event of Default, the Client may deliver a notice to the Consultant specifying the nature of the breach and giving a cure period of thirty (30) days to the Consultant to cure the Consultant Event of Default.

Provided that, in case of occurrence of a Consultant Event of Default set out in Clauses 18.1.1 (ii), 18.1.1 (iv), 18.1.1 (vii), the Client shall have the right to terminate the Contract immediately, without any obligation to provide a cure period.

18.1.3 Subject to Clause 18.1.2, and except in case of the event set out at Clause 18.1.1 (iii), if by the end of the cure period, the Consultant has not remedied the Consultant Event of Default or taken steps to remedy the Consultant Event of Default to the satisfaction of the Client, then the Client shall have the right to issue a termination notice, upon which this Contract shall terminate forthwith.

**18.1.4** Notwithstanding anything to the contrary in this Contract, in case of occurrence of a Consultant Event of Default set out in Clauses 18.1.1(i), 18.1.1 (iv) or 18.1.1 (vi), to the extent such Consultant Event of Default affects one or more of the Modules but not the entire Contract, the Client shall have the right to partially terminate the Contract with respect to the Modules affected by such Consultant Event of Default and not the entire Contract. Such partial termination shall not impact the validity of the Contract or the obligations of the Consultant with regard to the Modules which are not affected by the Consultant Event of Default.

Upon total or partial termination of the Contract for a Consultant Event of Default, the Client will have the right to engage a third party consultant to complete the Services or the Modules which have been deleted from the Consultant's scope and the Client shall recover the incremental costs incurred by the Client in engaging a third party consultant from the Consultant.

#### **b) By the Consultant**

18.1.5 A "Client Event of Default" means any of the following Consultant events set out below, unless such event has occurred as a Consequence of a default by the Consultant as set out in Clause 18.1.1, a Change in Law or any event of Force Majeure:

- (i) if the Client fails to pay any undisputed money due to the Consultant pursuant to this Contract within Ninety (90) calendar days after receiving written notice from the Consultant that such payment is overdue;

(ii) if the Client is in material breach of its obligations under this Contract and has not remedied the same within Ninety (90) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach;

(iii) if the Client becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary; or

(iv) if the Client suspends the performance of the Services for more than sixty (60) days, for reasons not attributable to the Consultant.

18.1.6 Without prejudice to other provisions of this Contract, upon the occurrence of a Client Event of Default, the Consultant may deliver a notice to the Client specifying the nature of the breach and giving a cure period of thirty (30) days to the Client to cure the Client Event of Default. Provided that, in case of occurrence of a Client Event of Default set out in Clauses 18.1.5(iii) or 18.1.5(iv), the Consultant shall have the right to terminate the Contract immediately, without any obligation to provide a cure period. Notwithstanding anything to the contrary in this Contract, in case of occurrence of a Client Event of Default set out in Clauses 18.1.5(i) or 18.1.5(ii), to the extent such Client Event of Default affects one or more of the Modules but not the entire Contract, the Consultant will not have a right to terminate the entire Contract for such Client Event of Default, but will only have a right to partially terminate the Contract with respect to the Modules affected by such Client Event of Default. Such partial termination shall not impact the validity of the Contract or the obligations of the Consultant and the Client with regard to the Modules which are not affected by the Client .

#### **Event of Default.**

##### **c) . Termination for Force Majeure**

18.1.7 If a Force Majeure event affecting any Party subsists for a continuous period of one hundred eighty (180) days, then either Party may issue a notice of termination to the other Party. Upon receipt of this notice, the Parties shall have a period of fifteen (15) days to agree on the manner in which the Contract may be progressed upon cessation of the Force Majeure event and the variations, if any, required to the Contract to address the consequences of the Force Majeure event. If on the expiry of the fifteen (15) day period, the Parties fail to arrive at an agreement; either Party may immediately terminate this Contract by written notice to the other Party. Notwithstanding anything to the contrary in this Contract, in case of occurrence of a Force Majeure event which affects one or more of the Modules but not the entire Contract, the Contract may be partially

Terminated with respect to the Modules affected by such Force Majeure event. Such partial termination shall not impact the validity of the Contract or the obligations of the Consultant with regard to the Modules which are not affected by the Force Majeure event.

##### **d.) Cessation of or Rights and Obligations**

18.1.8 Upon termination of this Contract pursuant to Clause 18, upon expiration of this Contract pursuant to Clause 12, all rights and obligations of the Parties hereunder shall cease, except (i) any cause or action which may have occurred in favor of either Party or any right which is vested in either Party under any provision of the Contract as a result of any act, omission, deed, matter or thing done or omitted to be done by either Party before the expiry or

termination of the Contract, (ii) the obligation of confidentiality set forth in Clause 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 25, (iv) the indemnity obligations of the Parties as set out in Clause 19; (v) the obligations in relation to intellectual property rights under Clause 27; and (vi) any right which a Party may have under the Applicable Law.

**e) Cessation of the Services** 18.1.9 upon termination of this Contract by either Party, Consultant shall: (i) 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; and (ii) transfer to the Client all documents, data, programmers, applications, software, equipment etc. developed or acquired by the Client for the purposes of performing the Services along with the right to use the Intellectual Property in such documents, data, programs, applications, software, equipment for the Area Based Development Project.

**f). Payment Termination**

18.1.10 Upon termination or partial termination of this Contract for a Consultant Event of Default (except the event set out in Clause

18.1.1 (iii) above), the Client shall make the following payments to the Consultant:

(i) Remuneration for the duly and satisfactorily completed Deliverables for all Modules or, the terminated Modules, as the case may be, prior to the date of termination, in accordance with Clause 43 Less

(ii) All amounts previously paid to the Consultant under the Contract for all Modules or the terminated Modules, as the case may be;

(iii) All amounts due to the Client from the Consultant, including any damages payable by the Consultant to the Client in respect of all Modules or the terminated Modules, as the case may be; and

(iv) the incremental cost incurred by the Client in engaging a third party to complete all Modules or the terminated Modules, as the case may be. If the aggregate of (ii), (iii), and (iv) above is: (a) less than (i) above, the Client shall pay the differential amount to the Consultant within thirty (30) days of the Consultant raising an invoice for the amount; or (b) more than (i) above, then the Consultant shall pay the differential amount to the Client within thirty (30) days of the Client raising an invoice for the amount, failing which the Client may invoke the Performance Security to recover such amounts.

18.1.11 Upon termination or partial termination of this Contract for a Client Event of Default, a Force Majeure event or for the event set out in Clause 18.1.1(iii) above, the Client shall make the following payments to the Consultant:

(i) Remuneration for the duly and satisfactorily completed Deliverables for all Modules or terminated Modules, as the case may be, prior to the date of termination, in accordance with Clause 43; and

(ii) if the Contract is terminated for a Client Event of Default or for the event set out in Clause 18.1.1(iii), any Breakage Costs reasonably incurred by the Consultant as a direct result of termination or partial termination of the Contract; Less

- (iii) all amounts previously paid to the Consultant under the Contract for all Modules or terminated Modules, as the case may be;
- (iv) all amounts due to the Client from the Consultant, including any damages payable by the Consultant to the Client in respect of all Modules or the terminated Modules, as the case may be.

The Client shall pay the termination compensation specified in this Clause 18.1.11 to the Consultant within thirty (30) days of the Consultant raising an invoice for that amount.

## **19. Indemnity and Limitation of Liability**

### **19.1 Consultant's indemnity**

The Consultant must indemnify and hold harmless the Client and the Client's staff, their Affiliates and directors of their Affiliates (each a "Client Indemnified Party") from and against any and all claims and losses suffered or incurred by the Client Indemnified Party, including claims by a third party, arising out of:

- (i) any failure of the Consultant to pay taxes or any statutory dues;
- (ii) any non-compliance or violation of Applicable Law or applicable permits by the Consultant;
- (iii) breach of the Consultant's representations and warranties set out in the Contract;
- (iv) bodily injury, sickness or death of any person whatsoever;
- (v) breach of the Consultant's obligations under the Contract;
- (vi) physical damage to the Project Office or any property therein;
- (vii) loss of or physical damage to property of any third party; or
- (viii) infringement of the Intellectual Property Rights of any third party by the Consultant under the Contract.

### **19.2 Client's indemnity**

The Client agrees to indemnify and hold harmless the Consultant and the Personnel (each a "Consultant Indemnified Party") from and against any and all claims or losses suffered or incurred by the Consultant Indemnified Party arising out of:

- (i) breach of the Client's representations and warranties under the Contract; or

**19.3** On receipt of a notice of any claim, which would entitle any Party ("Indemnified Party") to claim indemnification from the other Party ("Indemnifying Party"), the Indemnified Party shall, within a reasonable time, provide a written notice of the claim to the Indemnifying Party along with all the documents available with it in respect of the claim, specifying in detail the claim, the amount claimed by the third party, the date on which the claim arose and the nature of the default to which such claim relates (including a reference to the applicable provision of the Contract) and the

Indemnifying Party shall settle the claim accordingly. The Indemnifying Party shall be entitled to but not obliged to participate in and control the defense of any such suit, action or proceeding at its own expense or direct the Indemnified Party to defend such claim, at the cost of the Indemnifying Party. If the Indemnifying Party elects to control the defense of any such suit, action or proceeding, the Indemnified Party shall render all necessary assistance for the purposes of enabling the Indemnifying Party to take the action referred to in this Clause 19.3. The Indemnifying Party may also request the Indemnified Party, at the cost of the

Indemnifying Party to dispute, resist, appeal, compromise, defend, remedy or mitigate the matter or enforce against the third party the Indemnifying Party's rights in relation to the matter and in connection with proceedings related to the matter, use reputable advisers and lawyers chosen by the Indemnifying Party. The Indemnified Party shall not settle any such suit, action or proceeding without the prior written consent of the Indemnifying Party.

**19.4** The Indemnifying Party agrees and acknowledges that it shall fully indemnify the Indemnified Party for all amounts paid and/or costs incurred by the Indemnified Party in accordance with this Clause 19.

**19.5** Unless otherwise specified in the Contract, neither Party shall be liable to the other Party for any kind of indirect, punitive or consequential loss or damage or for any economic loss, loss of profit, loss of revenue, loss of use or business interruption which may be suffered by the other Party in connection with this Contract, except for losses caused by the fraud or willful misconduct of the Party.

**19.6** The Party entitled to the benefit of an indemnity under this Clause 19 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the Party fails to take such measures, the other Party's liabilities shall be correspondingly reduced.

**19.7** The obligation to indemnify stipulated in this Clause 19 is:

- (i) continuing, separate and independent obligation of the Parties from their other obligations and shall survive the termination of this Contract; and
- (ii) Shall not be limited or reduced by any insurance, except to the extent that the proceeds of any such insurance are capable of being applied to reduce claims made against the affected Party.

**19.8** For the purpose of this Clause 19: (i) "claim" means any claim, liability, proceeding, cause of action, action, suit, demand at law or in equity, in each case brought against either Party (including by any third party); and (ii) "loss" means all losses (excluding consequential losses, indirect losses and loss of profit), damages, liabilities, fines, interest, awards, penalties, costs (including, reasonable legal costs, lawyers' and arbitrators' fees), charges and expenses of whatever nature or howsoever occasioned including any of the above suffered by the non-defaulting Party or a third party as a result of any act or omission in the course of or in connection with the performance, non-performance or deficiency in the performance of obligations under this Contract.

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

### **20. General**

#### **a). Standard of Performance**

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

20.2 The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.

20.3 The Consultant shall not subcontract any part of the Services.

**b. ) Law Applicable to Services**

20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that all of its Personnel comply with the Applicable Law.

20.5 Throughout the duration of the Contract, the Consultant shall comply with the prohibitions in India in relation to the import of goods and services when as a matter of law or official regulation, there is a prohibition on entering into or maintaining commercial relations with the country from where the import is proposed to be made.

20.6 The Consultant shall obtain, maintain and comply with the terms of all applicable permits, including work permits for its Personnel required to perform the Services, at its own risk and cost.

**c.) Terms of Reference**

20.7 The scope of services to be performed by the Consultant is specified in the Terms of Reference (the “TOR”) at Annex-1 of this Agreement. The Consultant shall provide the Deliverables specified therein in conformity with the time schedule stated therein.

**21. Conflict of Interest**

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

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

21.1.1 The Remuneration of the Consultant pursuant to Clauses 42 through 47 shall constitute the Consultant’s only payment in connection with this Contract or the Services and 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 the Personnel and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the applicable procurement guidelines of the GoCG / GoI, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be to the account of the Client.

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

21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and its Affiliates, shall be disqualified from providing goods, works, or non-consulting services resulting from or directly related to the Services, for the implementation of the SCP project, unless otherwise indicated in the SCC.

**c. Prohibition of Conflicting Activities**

21.1.4 The Consultant shall not engage, and shall cause its Personnel to not engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract

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

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

**22. Confidentiality**

22.1 Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any proprietary or confidential information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Client to the Personnel; any information provided by or relating to the Client, its technology, technical processes, business affairs or finances or any other information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Notwithstanding the aforesaid, the Consultant and the Personnel may disclose such information to the extent that such information:

- (i) was in the public domain prior to its delivery to the Consultant/Personnel or becomes a part of the public domain from a source other than the Consultant/Personnel;
- (ii) Was obtained from a third party with no known duty to maintain its confidentiality;
- (iii) Is required to be disclosed under Applicable Laws or judicial/ administrative/arbitral process or by any government instrumentality, provided that such disclosure is made: (a) after giving a prior written notice to the Client; and (b) using reasonable efforts to ensure that such disclosure is accorded confidential treatment;
- (iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant on a needs basis as is reasonable under the circumstances, provided that the Consultant shall require such professional advisers, agents, auditors or representatives to undertake in writing to keep the information provided confidential, and further provided that the Consultant shall use best efforts to ensure compliance with such undertaking.

**23.. Liability of the Consultant**

23.1 Subject to the exclusions set out in the SCC, the overall liability of the Consultant and the Client under this Contract shall not exceed the amounts specified in the SCC.

23.2 The Parties agree and acknowledge that the provisions of this Clause 23 read with the SCC in respect of limitation and exclusion of liabilities is an agreed allocation of risk between the Parties, the sufficiency of which the Parties hereby agree and acknowledge

**24. Insurance to be Taken out by the Consultant**



24.1 The Consultant shall, for the duration of this Agreement, take out and maintain, and shall cause any Sub-Consultant to take out and maintain, at its (or the Sub-Consultant's, as the case may be) own cost, but on terms and conditions approved by the Authority, insurance against the risks, and for the coverage's, as specified in the Agreement and in accordance with good industry practice.

24.2 Within 15 (fifteen) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this clause, the Consultant shall furnish to the Authority, copies of such policy certificates, copies of the insurance policies and evidence that the insurance premium have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of this Agreement. 24.3 If the Consultant fails to effect and keep in force the aforesaid insurances for which it is responsible pursuant hereto, the Authority shall, apart from having other recourse available under this Agreement, have the option, without prejudice to the obligations of the Consultant, to take out the aforesaid insurance, to keep in force any such insurances, and pay such premium and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.

24.4 Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and Consultant shall procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

24.5 The Parties agree that the risks and coverage's shall include but not be limited to the following:

- (a) Third Party liability insurance as required under Applicable Laws, with a minimum coverage of [Rs. 1 (one) crore] ;
- (b) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultant, in accordance with Applicable Laws; and
- (c) Professional liability insurance for an amount no less than the Agreement Value.

The indemnity limit in terms of "Any One Accident" (AOA) and "Aggregate limit on the policy period" (AOP) should not be less than the amount stated in Clause 6.1.2 of the Agreement. In case of , the policy should be in the name of Lead Member and not in the name of individual Members of the consortium

## **25. Accounting, Inspection and Auditing**

25.1 The Consultant shall keep accurate and systematic accounts and records in respect of the Services, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs and the basis thereof.

25.2 The Consultant shall permit, the Client and/or persons appointed by the Client to inspect all accounts and records relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Client, if requested by the Client. Any act intended to materially impede the exercise of the Client's inspection and audit rights provided

for under this Clause 25.2 shall constitute a material breach of the Contract, which would give the Client the right to terminate the Contract.

## **26. Reporting Obligations**

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

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

27.1 The Client shall own all Intellectual Property Rights in the Deliverables, Reports, programs, data, information such as maps, diagrams, plans, specifications, technical information, solutions, models, databases, drawings, software, supporting records, or other documents and material compiled or prepared by the Consultant for the Client in the course of the Services. The Consultant shall, upon termination or expiration of this Contract, deliver all such Deliverables, Reports, data, information and documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such Deliverables, Reports, documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 Subject to Clause 27.1 above, all Intellectual Property Rights in the documents, know-how, data, software and programs used in connection with preparing the Deliverables and the Services, which are proprietary to the Consultant or its third party licensors shall belong to the Consultant, or, as the case may be, its third party licensors and the Consultant hereby grants to the Client a royalty- free, irrevocable, non-exclusive license to use, modify and reproduce the Deliverables and any Intellectual Property Rights contained in the Services for any purpose whatsoever connected with the Area Based Development Project; and the license hereby granted shall carry the right to grant sub-licenses and shall be transferable to third parties only in relations to the Area based Development Projects. The cost of such license shall be deemed to be included in the Total Value of Contract.

27.3 The Consultant shall not use the technology, technical information, software, designs or know-how licensed for the purposes of providing the Services for any purposes unrelated to the Contract, without the prior written approval of the Client. The Consultant shall indemnify and hold harmless the Client from and against all claims and losses that the Client may suffer or incur on account of infringement (or alleged infringement) of any third party's Intellectual Property Rights in performance of the Services.

## **28. Equipment, Vehicles and Materials.**

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

28.2 Any equipment or materials owned or purchased by the Consultant or its Personnel at its own cost for use either in the performance of the Services or personal use shall remain the property of the Consultant or Personnel concerned, as the case may be.

### **29. Timelines for Completion and Liquidated Damages**

29.1 The Consultant shall perform the Services strictly in accordance with the Services Schedule and complete each Deliverable on or before the relevant Deliverable Due Date.

29.2 If the Consultant fails to comply with the Services Schedule for reasons attributable to the Consultant, then, without prejudice to the right of the Client to recover delay liquidated damages, the Client may, in its sole discretion, revise the Services Schedule to mitigate the effects of such delay and the Consultant shall comply with the revised Services Schedule.

29.3 Subject to Clause 29.4 below, the Consultant shall be entitled to a day-for-day extension of the relevant Deliverable Due Date if and only to the extent that performance of Services is or will be delayed due to any of the following reasons (each such event, a Delay Event):

- (i) any delay, impediment or prevention caused by or attributable to the Client, or the Client's personnel, including any delay or impediment in accessing the Project Office;
- (ii) an order issued by the Client to suspend the Services, unless such suspension is attributable to an act or omission of the Consultant or the Personnel;
- (iii) any delay in the approval of any Deliverable in accordance with Clause 41;
- (iv) occurrence of a Force Majeure event, provided that the requirements of Clause 16 above have been complied with;
- (v) Change in Law;
- (vi) delay by any Authority in renewing any applicable permit, despite the Consultant having applied for such renewal expeditiously and having complied with the requirements of Applicable Laws in making such application;
- (vii) any Variation;
- (viii) any order of a court restraining the performance of the Contract in full or in any part thereof, for reasons not attributable to the Consultant;
- (ix) delay caused in complying with any instructions of the Client or the Client's representative, which instructions are not attributable to any default or failure of the Consultant; or
- (x) delay in providing any services, facilities or property required to be provided by the Client in accordance with Appendix A.

29.4 The Consultant shall promptly provide the Client with: (i) a notice upon becoming aware of any Delay Event listed in Clause

29.3 above; and (ii) a notice of its claim for extension of any Deliverable Due Date, with such notice specifying the nature of the Delay Event, the extent of delay suffered or likely to be suffered by the Consultant, the mitigation measures being taken or proposed to be taken by the Consultant, and any other information relevant to claim such extension.

29.5 The Consultant shall ensure that the particulars provided to the Client under Clause 29.4 above are kept up to date and shall continuously submit such further particulars as may be necessary or which may be requested by the Client, from time to time.

29.6 Any extension in accordance with this Clause 29 shall be implemented by way of a Variation Order in accordance with Clause 14.

29.7 If there are two or more concurrent causes of delay and only one of those concurrent causes is a cause of delay which would entitle the Consultant to an extension of time in accordance with this Clause 29, then the Consultant shall not be entitled to an extension of time for the period of such concurrency.

29.8 Subject to Clause 29.3 above, if the Consultant fails to complete any Deliverable in a manner satisfactory to the Client on or before the relevant Deliverable Due Date, the Consultant shall pay to the Client delay liquidated damages at the rate set out in the SCC for each week of delay until completion of the Deliverable. Provided that the aggregate delay liquidated damages payable by the Consultant to the Client under the Contract shall not exceed the maximum amount set out in the SCC

#### **D. PERSONNEL**

##### **30. Description of Key Experts (Core Team)**

30.1 The title, agreed job description, minimum qualification and time-input estimates of each Key Expert to carry out the Services are described in Appendix B.

30.2 If required to comply with the provisions of Clause 20.a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant with prior approval of the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any Key Expert by more than 10% or one week, whichever is longer; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the maximum Remuneration set forth in Clause 42.1.

30.3 If any additional work is required by the Client beyond the Scope of the Services specified in Appendix A pursuant to a Variation Order the estimated time-input for the Key Experts and maximum Remuneration payable to the Client may be increased by agreement in writing between the Client and the Consultant in accordance with Clause 15.

##### **31. Replacement of Key Experts (Core Team, Expert Team and Deputy Team Leader and Additional Resources, if any)**

31.1 Except as the Client may otherwise agree in writing and subject to sub-Clauses (i) - (iii) below, no changes shall be made in the Key Experts without the prior consent of the Client:.

a) During the 1st year of the Contract, the Consultant may change a maximum of 2 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the originally proposed Key Expert. ; If the Consultant proposes to change more than 2 Key Experts in the 1st year, a penalty equivalent to 0.25 (ZERO POINT TWO FIVE) percent of the total contract value shall be levied on the consultant.

But if the Consultant proposes the replacement of the Team Leader in the 1st year, then the penalty shall be equivalent to 0.30 (ZERO POINT THREE ZERO) percent of the total contract value shall be levied on the consultant.

(b) During the 2nd year and remaining part of the Contract period, Consultant may change a maximum of 3 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the existing Key Expert. If the Consultant proposes any change in

the number of key experts more than the above prescribed limit in the 2nd year a penalty equivalent to 0.20 percent (ZERO POINT TWO ZERO) of the total contract value shall be levied on the consultant.

Any change, replacement or substitution of a Key Expert, whether temporary or permanent, in contravention of the Contract (specifically this Clause 31.1) shall constitute a material breach of the Contract.

31.2 A request for substitution of a Key Expert during the term of the Contract may be considered based on the Consultant's written request and only in circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity of any Key Expert. In such case, the Consultant shall submit a written request for replacement of the Key Expert with a person of equivalent or better qualifications and experience, and at the same man month rate as specified in Appendix C for such Key Expert being replaced. The request for replacement of a Key Expert should state in sufficient detail the reasons for the proposed replacement and should be accompanied by the CV of the substitute Key Expert with details of his experience and qualification and in the format set out in Form TECH-4 of the RFP.

31.3 The Client at any time at its discretion may make a request in writing for the substitution of a key expert/ Program support team member with an equal or better qualification and experience. On receiving request, the consultant shall provide substitution within 30 days of receipt of request on the same man-month rate for the respective key expert/ Program support team member as agreed in the Appendix-C.

### **32. Approval Additional Resources**

32.1 If during the term of the Contract, Additional Resources are required to carry out the Services, the one party shall submit a written request to the other party, stating in sufficient detail the reasons for requiring Additional Resources. The consultant shall, on receiving/submitting request, submit detailed CVs of the Additional Resources in the format set out in Form **TECH-4** of the RFP for the approval of the Client. The remuneration payable to such new Additional Resources shall be mutually discussed between the Parties at the time of appointment of the relevant Additional Resources and payments made to the Additional Resources shall be in the nature of Reimbursable Expenses.

### **33. Removal of Personnel**

33.1 If the Client finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that Consultant's Personnel have engaged in any corrupt, fraudulent, coercive, collusive, undesirable or restrictive practices (as specified in Attachment 1 to the GCC) while performing the Services, the Consultant shall, at the Client's written request, provide a replacement for such Personnel.

33.2 In the event that any of Personnel is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement and such request shall be binding on the consultant and the consultant shall endeavor to provide a replacement within 15 days of receiving such request.

33.3 The replacement of any Personnel shall possess equivalent or better qualifications and experience and shall be approved by the Client. The process for obtaining the approval of the Client for any Additional Resources or for replacement of a Key Expert, as set out in Clauses 31 and 32 above, must also be followed for removal and replacement of any Personnel under this Clause 33.

#### **34. Replacement/ Addition/ Removal of Personnel - Impact on Payments**

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

34.2 The consultant will access and deploy extra number of personnel after obtaining approval of the Client to complete a deliverable within specified timeline, if required. For such extra personnel deployment the Client shall not pay extra remuneration or reimbursable expenses

#### **35. Working Hours, Overtime, Leave, etc.**

35.1 Working hours and holidays for Personnel are set forth in Appendix B.

35.2 The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B.

35.3 Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant, who shall inform the same to the Client in writing ensure that absence for leave purposes will not delay the progress and or impact the overall performance of the Services.

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

#### **36. Assistance and Exemptions**

36. 1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

(i) Assist the Consultant with obtaining any applicable permits, including work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

(ii) Assist the Consultant with promptly obtaining, for the Personnel who are not residents of India and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India while carrying out the Services under the Contract.

(iii) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel who are not residents of India and their eligible dependents. Provided that, clearance through customs of any property required for the Services will remain the primary obligation of the Consultant and the Consultant shall not be entitled to any extension of time on account of any delay in obtaining any customs clearance.

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

(v) To the extent permissible under Applicable Laws, assist the Consultant and the Personnel with obtaining exemption from any requirement to register or obtain any permit to practice their

profession or to establish themselves either individually or as a corporate entity under Applicable Laws.

(vi) Provide to the Consultant any such other assistance as may be specified in the SCC.

### **37. Access to Project and Office**

37.1 The Client warrants that on and from the Effective Date until the expiry or early termination of the Contract, the Consultant shall have unimpeded and unhindered access to the Project Office for the performance of the Services, at no additional cost to the Consultant. The Consultant will be responsible for any damage to the Project Office or any property thereon resulting from such access and will indemnify the Client in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Client.

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

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

38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof. Any adjustment to the Services Schedule and/or the Remuneration pursuant to this Clause 38 shall be by way of a Variation in accordance with Clause 14.

### **39. Counterpart Personnel**

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

39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof. Any adjustment to the Remuneration pursuant to this Clause 39 shall be by way of a Variation in accordance with Clause 14.

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

### **40. Payment Obligation**

40.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make payments of the Remuneration and the Reimbursable Expenses to the Consultant in such manner as is provided in Clause 43 read with the SCC.

#### **41. Review and Approval of Deliverables and Completion Certificate**

41.1 The Client shall review and provide comments on all Deliverables and other documents submitted by the Consultant, including any subsequent amendments to these documents, in a timely manner so as to enable the Consultant to perform the Services in accordance with the Services Schedule and to comply with its obligations within the time lines prescribed under the Contract.

41.2 Unless otherwise specified in the Terms of Reference, the Consultant shall submit copies of each draft Deliverable to the Client for its review and approval in a manner such that the final approved Deliverable is submitted to the Client within the time lines specified in the Services Schedule.

41.3 The Client shall review and provide comments, if any, on each draft Deliverable submitted by the Consultant or notify the Consultant of its approval of the draft Deliverable within fifteen (15) days from the date of receipt of the draft Deliverable. The Client shall have the right to require the Consultant to amend or modify the draft Deliverable if the Client identifies any deficiencies or shortcomings in the draft Deliverable. If the Consultant receives any comments, suggestions or instructions to modify the draft Deliverable from Client, then the Consultant shall modify the draft Deliverable to correct any shortcomings or deficiencies identified by Client and submit the revised Deliverable to the Client for its approval. This process shall continue until the draft Deliverable is approved by the Client.

41.4 Upon approval of a Deliverable by the Client in accordance with Clause 41.3, the Consultant shall issue a Deliverable Acceptance Certificate to the Client for the approved Deliverable, and the Client shall duly endorse the Deliverable Acceptance Certificate to signify its acceptance of the relevant Deliverable. The Client will endorse the Deliverable Acceptance Certificate within twenty (20) working days of receipt of the Deliverable Acceptance Certificate. The performance of the Services (covered by the relevant Deliverable) shall be complete upon the endorsement of the Deliverable Acceptance Certificate for such Services by the Client.

41.5 Notwithstanding any review or approval of a Deliverable by the Client or issuance of a Deliverable Acceptance Certificate by the Client, the Consultant shall bear all risk, responsibility and liability for the suitability, accuracy, adequacy and practicality of the final Deliverable. Subject to Clause 29.3, the Consultant shall not be entitled to any extension of a Deliverable Due Date or compensation for complying with the requirements of this Clause 41.

41.6 Notwithstanding any review or approval of a Deliverable by the Client or issuance of a Deliverable Acceptance Certificate by the Client, at the time of implementation of the Area Based Development Project, if the Client discovers any inaccuracies, discrepancies or shortcomings in a Deliverable, then the Client shall have the right to require the Consultant to rectify any such discrepancy, inaccuracy or shortcoming in the relevant Deliverable, without any additional cost to the Client.

41.7 Within ninety (90) days of the expiry of the post implementation support period, the Consultant shall facilitate the smooth transfer of the overall monitoring, supervision and control of the implementation of the Area Based Development Project to the Client or any other agency nominated by it.

Within twenty (20) working days of the expiry of the ninety (90) day transition period and the successful handing over of the monitoring, supervision and control of the Area Based Development Projects as certified by the Client, the Client shall issue the Completion



Certificate to the Consultant. The issue of the Completion Certificate shall certify that the Services have been completed in accordance with the Contract.

Upon issuance of the Completion Certificate by the Client, the Consultant shall be entitled to the last milestone payment as per the Payment Schedule.

## **F. Payments to the Consultant**

### **42. Total Value of the Contract**

**42.1** In consideration of the Services, the Client shall pay to the Consultant the remuneration in accordance with the Payment Schedule. In addition to the Remuneration, the Consultant shall also be paid the Reimbursable Expenses for the costs incurred by the Consultant under the various heads of expenditure specified in Appendix D.

**42.2** The Consultant is deemed to have satisfied itself of the correctness and efficiency of the Remuneration and Reimbursable Expenses and except as otherwise provided in the Contract, the aggregate Remuneration and the Reimbursable Expenses payable under this Contract shall not exceed the ceilings in INR specified in the SCC. Any payments in excess of the ceiling for any additional scope of work or otherwise shall only be way of a Variation in accordance with Clause 14.

### **43. Remuneration and Reimbursable Expenses**

43.1 The Client shall pay to the Consultant as follows;

(i) Accepted Remuneration = (M)

(ii) Programme Support Team to be paid monthly throughout the term of the Contract. The Remuneration shall be paid as per actual man months deployed but not exceeding the 35% of the total Remuneration [M1]=**35 %** of the accepted Remuneration

(iii) For activity 1 [M2] = **5% of the M**

(iv) For activity 2 to activity 5 (M3) = **20% of M**

**The total amount for activity 2 to 5 shall be paid not more than 20% of the M.**

(v) For Activity 6 (M4 )= **30% of M**

(vi) For Activity 7 (M5) = **5% of M**

The total amount for activity 7 shall be paid not more than 10% of the M or as per actual man days deployed, whichever is less.

(vii) Project handing over and issuance of Completion Certificate (M6)= **5 % of M** [ insert amount]

Note: Reimbursable Expenses that are actually and reasonably incurred by the Consultant in the performance of the Services or as specified in the SCC, not exceeding the ceiling specified in Appendix D.

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

43.3 The man month rates considered for the Remuneration will not be adjusted for the term of the Contract.

43.4 The Remuneration shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Personnel list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the Clause 43.2 of the SCC.

#### **44. Taxes and Duties**

44.1 The Consultant and Personnel are responsible for meeting any and all Tax liabilities arising out of the Contract in India or elsewhere, unless it is stated otherwise in the SCC.

44.2 GST and other related taxes shall be itemized and finalized during Contract negotiations and specified in the SCC shall be reimbursed to the Consultant.

44.3 All payments made by the Client to the Contractor shall be subject to deductions and withholding of applicable Taxes in accordance with Applicable Laws.

#### **45. Currency of Payment**

45.1 Any payment under this Contract shall be made in Indian Rupees. (INR).

#### **46. Mode of Billing and Payment**

46.1 Billings and payments in respect of the Services shall be made in accordance with the Payment Schedule.

46.2 Monthly invoices. For the payments specified in Clauses 43.1 (i), 43.1(iii) and 43.1(iv) above, as soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Client, in duplicate, itemized invoices stating: (i) the Remuneration payable for the Program Support Staff and Key Experts who have provided Services in the relevant month based on the man month rates specified in Appendix C, including all applicable Taxes; and (ii) the Reimbursable Expenses, if any, incurred by the Consultant in the relevant month. Each monthly invoice shall be accompanied by the time sheets of the Program Support Staff and Key Experts who have provided Services in the month to which the invoice relates and other supporting documents, as may be specified in the SCC. Each monthly invoice will include a description of the Services provided, the name and agreed man month rate of the Program Support Staff and the Key Expert providing the Services in the relevant month, and itemization and description of Reimbursable Expenses and disbursements in the relevant month. The Client shall pay the Consultant's monthly invoices within thirty (30) days after the receipt by the Client of such monthly invoices with supporting documents. Should any discrepancy be found to exist

between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments to the Consultant.

#### 46.3 Milestone Invoices:

(i) For the payments specified in Clause 43.1(ii) above, within seven (7) days after the issuance of the Deliverable Acceptance Certificate, for the relevant Module, the Consultant may submit to the Client an invoice for the payment linked to completion of such Deliverable.

(ii) Each milestone invoice must set out: (a) details of the Deliverable covered by the relevant milestone invoice; (b) the amount payable for the relevant Deliverable, including all applicable Taxes; and (c) any other

additions or deductions which may have become due under the Contract. Each milestone invoice will be accompanied by supporting documents as set out in the SCC.

(i) Within thirty (30) days of receipt of a milestone invoice, the Client shall verify completion of the Deliverable covered under such invoice and either:

(a) approve the milestone invoice and issue a certificate, conveying its approval for release of the amount specified in the milestone invoice, less any necessary deductions and adjustments in accordance with the Contract and/or Applicable Laws. If the amount approved by the Client is less than the full amount of the milestone invoice (other than for any deductions in accordance with Applicable Laws), the Client shall state in writing the reasons for approving a lesser amount; or

(b) issue a notice to the Consultant disputing the milestone invoice and directing the Consultant to issue a revised milestone invoice after rectifying the errors or discrepancies identified by the Client. The Consultant shall submit a revised milestone invoice to the Client after rectifying the errors or discrepancies identified by the Client and this process will be repeated until the Client approves the milestone

invoice and issues a certificate, conveying its approval for release of the amount specified in the milestone invoice. Any dispute between the Parties in relation to a disputed milestone invoice will be settled in accordance with Clause 50.

(iv) The Client shall pay the Consultant's milestone invoice within ten (10) days after the acceptance of such milestone invoice.

46.4 Notwithstanding anything to the contrary in the Contract, the Client may withhold from any payment due to the Consultant any amounts that the Client deems reasonably necessary or appropriate because of any one or more of the following reasons:

(i) failure by the Consultant to provide certificates of insurance;

(ii) any overpayments made by the Client in a previous payment;

(iii) any payment required to be withheld under any Applicable Law;

(v) the invoice is not accompanied by all necessary supporting documents;

(iv) a dispute exists as to the accuracy or completeness of any invoice; or

(v) any amounts due to the Client from the Consultant under the Contract.

46.5 All payments under this Contract shall be made by wire transfer to the accounts of the Consultant specified in the SCC.

46.6 The payments made to the Consultant pursuant to this Contract do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

#### **47. Interest on Delayed Payment**

47.1 No interest shall be payable.

### **G. Fairness and Good Faith**

#### **48. Good Faith**

48. 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.

### **H. MISCELLANEOUS**

#### **49. Amicable Settlement**

49.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

49.2 If either Party objects to any action or inaction of the other Party, the objecting Party may send a written notice of dispute to the other Party providing in detail the basis of the dispute. The Party receiving the notice of dispute will consider it and respond in writing within fourteen (14) days after receipt. If such Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause 50 shall apply

#### **50. Dispute Resolution**

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

#### **51. Performance Security**

51.1 The Consultant shall furnish to the Client the Performance Security in the format set out in Appendix E, from a scheduled commercial bank in India, to secure the performance of its obligations under the Contract. The Performance Security shall be for an amount specified in the SCC.

#### **52. Assignment**

52.1 Except as expressly permitted in the Contract, the Consultant shall not be entitled to divest, transfer, assign or notate all or substantially all of its rights, interests, benefits and obligations under the Contract, without the prior written consent of the Client.

52.2 The Client shall be entitled to assign, transfer or notate its rights and obligations under the Contract or any part thereof to any third party or to an affiliate, without the requirement of any further consent from the Consultant, provided that where such assignment is made to a third party, the Client shall use its best efforts to ensure that the third party to whom the benefits and obligations under the Contract or any part thereof has been assigned, has the necessary financial capability to comply with the obligations under the contract.

### **53. Representation**

53.1 Client's Representations and Warranties and Warranties The Client makes the following representations and warranties to the Consultant:

- (i) it has been incorporated as a company under the laws of India and is validly existing under those laws;
- (ii) it has power to enter into this Contract and comply with its obligations under it;
- (iii) this Contract and the transactions under it do not contravene its constituent documents or any Applicable Law or obligation by which it is bound or to which any of its assets are subject or cause a limitation of powers or the powers of its directors to be exceeded;
- (iv) it has in full force and effect the authorizations necessary for it to enter into this Contract and the transactions under it; and
- (v) its obligations under this Contract are valid and binding and are enforceable against it in accordance with the terms of this Contract.

### **53.2 Consultant's Representations and Warranties**

The Consultant makes the following representations and warranties to the Client:

- (i) it has been incorporated/registered as a company/firm under the laws of [Insert country of incorporation/registration] and is validly existing under those laws;
- (ii) it has power to enter into this Contract and comply with its obligations under it;
- (iii) this Contract and the transactions under it do not contravene its constituent documents or any applicable law of its jurisdiction or obligation by which it is bound or to which any of its assets are subject or cause a limitation of powers or the powers of its directors to be exceeded;
- (v) it has in full force and effect the authorizations necessary for it to enter into this Contract and the transactions under it;
- (v) its obligations under this Contract are valid and binding and are enforceable against it in accordance with the terms of this Contract;
- (vi) it is not in breach of any Applicable Law in a way which may result in a material adverse effect on its business or financial condition;
- (vii) there is no pending or threatened proceeding affecting the Consultant or any of its assets that would affect the validity or enforceability of this Contract, the ability of the Consultant to fulfill its commitments under this Contract, or that could have a material adverse effect on the business or financial condition of the Consultant;
- (viii) it has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under the Contract;
- (ix) it has the necessary skill and experience to perform the Services in accordance with this Contract;
- (x) it owns or has the right to use and license to the Client all Intellectual Property Rights in relation to the Services and the Deliverables to be provided under this Contract;
- (xi) the performance of the Services shall not infringe the Intellectual Property Rights of any third party and that the Consultant has not received notice of any claim, and is not aware of any facts or circumstances that may give rise to such claim;
- (xii) it will perform its obligations under the Contract and

conduct its business with a high level of integrity which is reasonably expected of an international contractor of similar size and profile, conducting a similar line of business, and will not engage in any corrupt, fraudulent, coercive, collusive, undesirable or restrictive practices; and

(xiii) without prejudice to any express provision contained in the Contract, the Consultant acknowledges that prior to the execution of the Contract, the Consultant

has after a complete and careful examination made an independent evaluation of the Terms of Reference and any information provided by or on behalf of the Client and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Consultant in the course of performance of its obligations hereunder.

### **Attachment 1: Corrupt and Fraudulent Practices**

1.1 The Consultants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in the RFP, the Client shall reject a Proposal without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the selection process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, *inter alia*, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Consultant’s Proposal.

1.2 Without prejudice to the rights of the Client under the RFP and the rights and remedies which the Client may have under the LOA or the Contract, if an Consultant is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the LOA or the execution of the Contract, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Consultant is found by the Client to have directly or

through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

1.3 For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(i) “corrupt practice” means (a) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the selection process) or the LOA or has dealt with matters concerning the Contract or arising there from, before or after the execution

thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the selection process; or (b) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Services or the LOA or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Contract;

(ii) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;

(iii) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process;

(iv) “collusive practices” is an arrangement between two or more parties designed

to achieve an improper purpose, including to influence improperly the actions of another party<sup>1</sup>;

(v) “undesirable practice” means (a) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (b) having a Conflict of Interest; and

(vi) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Consultants with the objective of restricting or manipulating a full and fair competition in the selection process.

<sup>1</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

### III. Special Conditions of Contract

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

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The Contract shall be construed in accordance with the law of India.
1.2	The language is: English
1.3	<p style="text-align: center;"><b>The address are</b></p> <p>Client – Bilaspur Smart City Limited            Attention :            Facsimile :            E-mail :            (where permitted)</p> <p>Consultant :            Attention :            Facsimile :            E-mail :            (where permitted)</p>
1.4	<p><b>The Authorized Representatives are:</b></p> <p>For the Client: <b>Mr P.K.PANCHAYATI , Executive Engineer.</b>  <b>Bilaspur Smart City Limited (B.S.C.L)</b></p> <p>For the Consultant: <b>[name, title]</b></p>
1.5	<p><b>Commencement of Services:</b>            The number of days shall be 30 (thirty) Days from the date of issue of LOA. Confirmation of Key Experts’ availability to perform the Services shall be submitted by the Consultant to the Client in the form of a written Statement signed by each Key Expert.</p>
1.6	<p><b>Expiration of Contract:</b>            The term of the Contract shall be four (4) years, which may be extended on mutually agreed terms and conditions, up to the expiry of the Smart City Mission period, subject to satisfactory performance of The Services by the Consultant. If the term of the Contract is extended pursuant to the Clause 13 of the GCC, then the Consultant shall also extend the validity of the Performance Security for an equivalent Period.</p>



<p><b>1.7</b></p>	<p><b>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing Services described in Clause 21.1.3.</b></p>
<p><b>1.8</b></p>	<p>(i) The maximum overall liability of the Consultant under this Contract shall not exceed the Total Value of Contract.</p> <p>(ii) Provided that the above limitation of liability shall not apply and the Consultant's liability shall be unlimited in the following instances:</p> <p>(a) For damage to third parties caused by the Consultant, any Personnel, person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>(b) If any limitation or exclusion from liability is prohibited by the Applicable Law.</p> <p>(c) For breach of Applicable Law and any applicable permits;</p> <p>(d) For breach of any third party Intellectual Property Rights;</p> <p>(e) For fraud and willful misconduct;</p> <p>(f) For any gross negligence;</p> <p>(g) For damage to or loss of third party property;</p> <p>(h) For misrepresentation by the Consultant; and</p> <p>(i) Bodily injury or loss of life.</p> <p>(iii) Except in the case of gross negligence or willful misconduct on the part of the Consultant, the Personnel or any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant shall not be liable to the Client for any indirect or consequential loss or damage.</p>
<p><b>1.9</b></p>	<p>The insurance coverage against the risks shall be as follows:</p> <p>(i) Professional liability insurance, with a minimum coverage of equal to the Total Value of Contract.</p> <p>(ii) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Consultant or its Personnel, with a minimum coverage as per Indian Motor Vehicle Act 1988 and any amendments thereof.</p> <p>(iii) Third Party liability insurance, with a minimum coverage in accordance with the Applicable Law.</p> <p>(iv) Employer's liability and workers' compensation insurance in respect of the Personnel in accordance with Applicable Law, including any life, health, accident, travel or other insurance as may be appropriate for the Personnel.</p> <p>(v) Insurance against loss of or damage to: (a) equipment purchased in whole or in part with funds provided under this Contract, (b) the Consultant's property used in the performance of the Services, and (c) any documents prepared by the Consultant in the performance of the Services.</p> <p>Within fifteen (15) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this Clause, the Consultant shall furnish to the Client, copies of such policy</p>

	<p>certificates, policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or Allowed to expire or lapse during the term of the Contract.</p> <p>If the Consultant fails to effect and keep in force the insurances set out above, the Client shall, without prejudice to its other rights under the Contract, have the right, to procure and/or keep in force the aforesaid insurance(s), pay the premium as required and recover the costs thereof From the Consultant. If the Consultant fails to reimburse the Client for any insurance premium paid by the Client on behalf of the Consultant, the Client may deduct the relevant amount from the next payment to be made in accordance with the Payment Schedule.</p> <p>The Consultant shall ensure that, in each insurance policy, the Client is named as the beneficiary.</p>
<p><b>1.10</b></p>	<p>The Consultant shall be liable to pay delay liquidated damages at the rate of zero point five percent (0.5%) of the Total Value of Contract per week or part thereof of delay, for each Module in respect of which there has been a delay. Provided that the maximum delay liquidated damages paid by the Consultant to the Client under the Contract shall not exceed ten percent (10%) of the Total Value of Contract.</p>
<p><b>1.11</b></p>	<p>The ceiling in local currency on the Remuneration is:          _____[insert amount and currency as mentioned in the Proposal] [indicate: inclusive or exclusive]of local indirect taxes.</p> <p>The ceiling in local currency on the Reimbursable Expenses is:          _____[insert amount and currency as mentioned in the RFP.]</p>
<p><b>1.12</b></p>	<p>Payments shall be made according to the following schedule (Payment Schedule)2:          (2 Based on the discussions with the Consultant, the manner in which each milestone payment will be allocated between different Modules will be set out here.)</p> <p>The Remuneration shall be paid as follows;</p> <p>(i)Accepted Remuneration (M) = [ insert amount]</p> <p>(ii)Programme Support Team to be paid monthly throughout the term of the Contract. The Remuneration shall be paid as per actual man months deployed but not exceeding the 35% of the total Remuneration [M1]=<b>35%</b> of the accepted Remuneration</p> <p>(iii) For activity 1 [M2] = <b>5% of the M</b> {insert amount}</p>

	<p>(iv) For activity 2 to activity 5 (M3) = <b>20% of M</b> = { insert amount }</p> <p><b>The total amount for activity 2 to 5 shall be paid not more than 20% of the M.</b></p> <p>(v) For Activity 6 (M4 )= <b>30% of M</b> = {insert Amount }</p> <p>(vi)For Activity 7 (M5) = <b>5% of M</b> = {insert Amount }</p> <p>The total amount for activity 7 shall be paid not more than 10% of the M or as per actual man days deployed, whichever is less.</p> <p>(vii) Project handing over and issuance of Completion Certificate (M6)= <b>5% of M</b> [ insert amount]</p>
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S.No	Activity wise Deliverable	Payment Schedule
1	<p><b>Activity 1:</b> Submission and Approval of Inception Report by the Client.</p> <p>[Note: For Activity 2 to Activity 5 payment shall be made on pro rata basis for each Module.] [Example: Number of modules n. For each Module, payment shall be <math>M_p = M/3/n</math> The total amount of Remuneration for activity 2 to activity 5 shall be paid not more than 20% of the M]</p>	5% of M
2	<b>Activity 2:</b> Preparation and Submission of Situation Analysis Report for Modules and its acceptance & approval by the Client.	5% of M
3	<b>Activity 3:</b> Preparation and Submission of Feasibility study report and its acceptance & approval by the Client on prorated basis for each module.	5% of M
4	<b>Activity 4:</b> Preparation and submission of DPR and its acceptance & approval by the Client on prorated basis for each module.	5% of M
5	<b>Activity 5:</b> Preparation and submission of Bid documents and its acceptance & approval by	5% of M

	the Client on prorata basis for each module.	
6	<p><b>Activity 6: Implementation Phase .</b>                  During Project Implementation period the Payment shall be made on percentage basis for the completion of module by the implementing agency as follows.                  Total Payment for Activity 6 (M4)= 30 % of M</p> <p>For Example:                  Total No. of Modules 4                  Total Cost = Rs. 200 Cr                  Implementing Agency Cost of Module1= 100 Cr = 50%                  Implementing Agency Cost of Module2= 50 Cr = 25%                  Implementing Agency Cost of Module3= 40 Cr = 20%                  Implementing Agency Cost of Module4= 10 Cr = 5%                  The Payment shall be made after completion of module                  For Module1= 50% of M4                  For Module2= 25% of M4                  For Module3= 20% of M4                  For Module4= 5% of M4</p>	30 % of M
7	<p><b>Activity 7:</b> The Amount shall be paid quarterly on pro rata basis for the period of the post implementation as per actual man months deployed during the quarter but not exceeding the 5 % of the total accepted remuneration amount whichever is less [M5]= 5 % of the accepted remuneration Amount to be paid quarterly on pro rata basis.</p>	5% of M on pro rata basis.
8	<p><b>Activity 8: Project Handover :</b>                  The last milestone payment shall be made in a single instalment on the successful handing over of the monitoring, supervision and control of the Area Based Development Project and issuance of Completion Certificate By the Client.</p>	5 % of M

(a)Only Service Tax chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant.

The amount of such taxes is \_\_\_\_\_ [insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.]

<b>1.14</b>	<p>For domestic consultants / personnel and foreign consultants/personnel who are permanent residents in India</p> <p>(a) Other than any indirect local Taxes chargeable in respect of this Contract for the Services provided by the Consultant, which shall be reimbursed by the Client to the Consultant, the Consultant and the Personnel shall pay the Taxes levied under Applicable Laws during the term of the Contract and the Client shall perform such duties in regard to the deduction of such Taxes as may be lawfully imposed.</p> <p>The Client warrants that the Client shall reimburse the Consultant for any indirect Taxes imposed under Applicable Laws , on the Consultant in respect of:</p> <p>(I)any payments whatsoever made to the Consultant and the Personnel, in connection with the carrying out of the Services;</p> <p>(ii)any equipment, materials and supplies brought into India by the Consultant for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</p> <p>(iii)any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(iv)any property brought into India by the Consultant or the Personnel (other than nationals or permanent residents of the India), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that:</p> <p>(i) The Consultant and its Personnel shall follow the usual customs procedures of India in importing property into India; and</p> <p>(ii) if the Consultant or Personnel do not withdraw but dispose of any property in India upon which customs duties and Taxes have been 1exempted, the Consultant or Personnel, as the case may be,</p> <p style="padding-left: 20px;">(a) shall bear such customs duties and Taxes in conformity with Applicable Laws;</p> <p style="text-align: center;">OR</p>
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	(b) Shall reimburse them to the Client if they were paid by The Client at the time the property in question was brought into India.
<b>1.15</b>	Each monthly invoice will be accompanied by the following supporting documents in accordance with the Terms of Reference set out in the RFP: Time sheet of the relevant Personnel; and Progress reports.
<b>1.16</b>	Each milestone invoice will be accompanied by the following supporting documents: (i) Deliverable Acceptance Certificate; and (ii) Progress reports in accordance with the Terms of Reference set out in the RFP.
<b>1.17</b>	<b>The accounts are:</b> For local currency INR: <i>[insert account]</i> .
<b>1.18</b>	The interest rates are SBI Base Rates.
<b>1.19</b>	Disputes shall be settled by arbitration in accordance with the following provisions: 1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: (i) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to [Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.  (ii) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be

	<p>appointed by Registrar, The Indian Council of Arbitration, New Delhi.</p> <p>(iii) If, in a dispute subject to paragraph (ii) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Registrar, The Indian Council of Arbitration, New Delhi. to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute..</p> <p>2. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>3. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(i) through 1(iii) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant's home country. For the purposes of this</p> <p>Clause, "home country" means any of:</p> <p>(1) The country of incorporation of the Consultant; or</p> <p>(2) The country in which the Consultant's principal place of business is located; or</p> <p>(3) The country of nationality of a majority of the Consultant's shareholders.</p> <p>However, the above restriction will not apply if the Consultant's home country is India.</p> <p>5. Miscellaneous. In any arbitration proceeding hereunder:</p> <p>(i) the seat of the arbitration shall be India and the arbitration proceedings shall, unless otherwise agreed by the Parties, be held in Bilaspur;</p> <p>(ii) the English language shall be the official language for all purposes;</p> <p>(iii) the arbitration shall be governed by the (Indian) Arbitration and Conciliation Act, 1996, as amended from time to time;</p> <p>(iv) responsibility of payment for all costs of arbitration shall be as per the arbitration award; and</p> <p>(v) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims Of immunity in respect of such enforcement.</p>
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<b>1.20</b>	<p><b>Performance Security</b></p> <p>(i)The Performance Security shall be for 10% of the Total Value of Contract</p> <p>(ii)The Performance Security shall be issued by a Scheduled Commercial bank in India and acceptable to the Client. The Performance Security shall be valid until a date 60 days beyond the issuance of the Completion Certificate.</p> <p>(iii)The Client shall not make a claim under the Performance Security, except for amounts to which the Client is entitled under the Contract in the event of:</p> <p>(a)failure by the Consultant to extend the validity of the Performance Security on extension of the validity of the contract, in which event the Client may claim the full amount of the Performance Security,</p> <p>(b)failure by the Consultant to pay the Client an amount due, as either agreed or determined pursuant to the dispute resolution process specified in the Contract, within forty two (42) days after determination of the dispute;</p> <p>(c)failure by the Consultant to pay any damages due to the Client under the Contract;</p> <p>(d)failure by the Consultant to pay any amounts that are due to the Client on termination of the Contract;</p> <p>(e)the Consultant engaging in any corrupt, fraudulent, coercive, collusive, undesirable or restrictive practice.</p> <p>(iv)If the Performance Security is or becomes invalid for any reason during the term of the Contract, the Consultant shall immediately notify the Client and provide the Client with a replacement Performance Security in the form set out in Appendix E within five (5) days of the earlier Performance Security becoming invalid.</p> <p>(v)If the validity period of the Performance Security is less than the period specified in sub-clause (ii) above, then no later than thirty (30) days before the expiry of the Performance Security, the Consultant shall obtain an extension of the validity of such Performance Security and provide the Client with a copy of the renewed security. If the Consultant fails to extend the Performance Security, the Client shall be entitled to draw on and claim the un-drawn amount there under, provided that the</p>
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	<p>amount so received shall be treated as a cash security and to the extent that there are no outstanding claims, shall be released upon submission of a new Performance Security acceptable to the Client.</p> <p>(vi) The provision, maintenance or renewal of the Performance Security by the Consultant in accordance with the terms of the Contract, shall be a condition precedent to any payment by the Client to the Consultant.</p> <p>(vii) On completion of the contractual obligations under the Contract by the Consultant, the Client shall return the Performance Security within twenty one (21) days of the last payment made to the Consultant under the Contract.</p>
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#### IV. Appendices

##### APPENDIX A – TERMS OF REFERENCE

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

*Insert the text based on the Section 6 (Terms of Reference) of the RFP and modified based on the Forms TECH-1 through TECH-4 in the Consultant's technical proposal. Highlight the changes to Section 6 of the RFP]*

##### APPENDIX B - KEY EXPERTS

*[Insert a table based on Form TECH-4 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

*[Specify Hours of Work for Key Experts: List here the hours of work for Key Experts; travel time; entitlement, if any, to leave pay; public holidays list; etc. Make sure there is consistency with Form TECH-4. In particular: one month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours. ]*

##### APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Personnel:

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

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

*"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP*

*"Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.*

*Should these representations be found by the Client (either through inspections or audits pursuant to Clause 27.2 section 08 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause 47. of this Contract."*

IV. Appendices

**Model Form I**

**Breakdown of Agreed Fixed Rates in Consultant's Contract**

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

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

Sr. No.	Name	Position (as in Tech 4)	Location	Time Input in Man-Months (from TECH-4)	Rate per Man Month (in INR)	Total Remuneration (INR)
I	A	B	C	D	E	(D*E)
<b>Core Pool</b>						
1		Team Leader	HO	24		
			PO	24		
2		Support- Deputy Team Leader cum programme management expert (IT)	HO	00		
			PO	48		
3		Deputy Team Leader cum Infrastructure Specialist	HO	00		
			PO	48		
4		Urban Planner	HO	00		
			PO	48		
5		Procurement Expert	HO	18		
			PO	18		
6		Urban Finance Specialist cum PPP expert.	HO	24		
			PO	24		

*RFP for Selection of Project Management Consultant (PMC) for Assisting Bilaspur Smart City Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Bilaspur*

7		ICT / e-Governance Specialist	HO	00		
			PO	48		
8		Solar Energy / Renewable Energy Expert	HO	00		
			PO	24		
<b>EXPERT TEAM ABD</b>						
1		Infrastructure Specialist	HO	06		
			PO	12		
2		Water Supply Expert	HO	04		
			PO	06		
3		Waste Water Expert	HO	04		
			PO	06		
4		Structural Engineer	HO	08		
			PO	08		
5		Energy Specialist	HO	04		
			PO	08		
6		Urban transport planner	HO	04		
			PO	08		
7		Landscape Architect	HO	06		
			PO	06		
8		Techno Legal Expert	HO	18		
			PO	06		
9		Environmental Expert	HO	06		
			PO	12		
<b>EXPERT TEAM PAN</b>						
10		Project lead(IT) cum City Operation Centre Expert	HO	06		
			PO	18		
11		Sr. Business Analyst/ BPR Specialist	HO	04		
			PO	16		
12		IoT Expert	HO	04		
			PO	08		
13		IT Systems Architect	HO	04		

*RFP for Selection of Project Management Consultant (PMC) for Assisting Bilaspur Smart City Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Bilaspur*

			PO	08		
14		Information Security Systems Expert	HO	04		
			PO	08		
15		Intelligent Traffic and Transportation Specialist	HO	04		
			PO	08		
16		Common payment card module expert	HO	02		
			PO	04		
17		Urban Utility Cum GIS specialist	HO	04		
			PO	08		
		<b><u>Program Support Team</u></b>				
1		Civil Engineer	HO	00		
			PO	48		
2		Road Engineer	HO	00		
			PO	48		
3		Electrical Engineer	HO	00		
			PO	48		
4		Support- Junior Engineer (06 Numbers)	HO	00		
			PO	48		
5		Draftsman (03 Numbers for 6 months and 01 Number of 48 Months)	HO	00		
			PO	66		
6		Surveyor (03 Numbers for 6 Months)	HO	00		
			PO	18		
7		Smart Solution Specialists (03)	HO	00		
				48		
			PO	(each)		
		<b>Total Costs</b>				

1 Expressed as percentage of 1

2 Expressed as percentage of 4

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\* If more than one currency, add a table

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Signature

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Date

Name and Title: \_\_\_\_\_

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**APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES**

1. *[Insert the table with the reimbursable expenses rates. The table shall be based on [Form FIN-2] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-2] at the negotiations or state that none has been made.*

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

## Appendix E - Form of Performance Security

[On Appropriate Stamp Paper]

Bank Guarantee No. [ ]

**THIS DEED OF GUARANTEE** is executed on this [insert date] day of [insert month and year] at [insert place] by [insert name of bank] with its head/registered office at [insert address], (hereinafter referred to as the **Guarantor**, which expression shall unless it is repugnant to the subject or context thereof include successors and assigns)

### IN FAVOUR OF:

**BILASPUR SMART CITY LIMITED**, a company incorporated under the (Indian) Companies Act, 2013, with its registered office at [ ] (hereinafter referred to as **BSCL**, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns);

### WHEREAS:

(A) BSCL has entered into a contract for providing consultancy services dated [insert date] (the **Contract**) with [insert name of Consultant], a company/firm [incorporated/registered] under the [insert name of the relevant statute under which the Consultant has been incorporated or registered, as the case may be], [with its [registered/principal] office at [ ]] (hereinafter referred to as the **Consultant**, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns).

(B) In terms of the Contract, the Consultant has agreed to provide the Services for designing and implementing the application of certain Area Based Development project, which involve the use of technology, information and data to improve infrastructure and services within the city of Bilaspur (the **Area Based Development Project**), to implement the Smart Cities Mission in Bilaspur, pursuant to the Request for Proposal dated [ ] (referred to as the **RFP**) and other related documents including without limitation the draft Contract (collectively referred to as **Bid Documents**).

(C) In terms of the letter of award (the **LOA**) dated [insert date] issued by Client to the Consultant and Clause 51 of the Contract, the Consultant is required to furnish to BSCL, an unconditional, irrevocable, on demand bank guarantee for an amount equivalent to Rs. [ ] [Insert amount equivalent to 10% of the Total Value of Contract] (the **Guaranteed Amount**) as security for the due and punctual

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performance or discharge of the Consultant's obligations and liabilities under the Contract.

(D) At the request of the Consultant and for sufficient consideration, the Guarantor has agreed to provide an unconditional, irrevocable and on-demand bank guarantee, for the due and punctual performance or discharge by the Consultant of its obligations and liabilities under the Contract.



**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

1. Capitalized terms used herein but not defined shall have the meaning ascribed to them in the Contract.
2. The Guarantor hereby irrevocably and unconditionally guarantees and secures, as primary obligor and not merely as guarantor, to BSCL the payment in full of all amounts at any time that may be due, owing or payable to BSCL from the Consultant for the failure of the Consultant to duly and punctually perform all of its obligations under the Contract during the term (**Guarantee**), without any demur, reservation, protest or recourse, immediately on receipt of a demand from BSCL.

The Guarantee is given on consideration received from the Consultant (the receipt and sufficiency of which is hereby acknowledged).

The Guarantor agrees that the value of the Guarantee shall at all times be maintained at the amount equivalent to the Guaranteed Amount.

The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by BSCL against the Guarantor. Upon a payment being made under this Guarantee, the amount of the Guarantee shall automatically be replenished to the full Guaranteed Amount.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that BSCL receives the full amount due hereunder as if no such withholding had occurred.

3. The Guarantor shall not go into the veracity of any breach or failure on the part of the Consultant or validity of demand so made by BSCL and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Consultant or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provision hereof.

4. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, re-organization, dissolution or liquidation of the Consultant or any change in ownership of the Consultant or any purported assignment by the Consultant or any other circumstance whatsoever, which might otherwise constitute a discharge or defense of a guarantor or a surety.

Further, this Guarantee is in no way conditional upon any requirement that BSCL shall first attempt to procure the Guaranteed Amount from the Consultant or any other Person, or resort to any other means of obtaining payment of the Guaranteed Amount.

5. In order to give effect to this Guarantee, BSCL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Guarantor from any part of the Guaranteed Amount or prejudice or diminish the Guaranteed Amount in whole or in part, including, whether or not known to it, or BSCL:

(a) any time or waiver granted to, or composition with, the Consultant or any other Person;

(b) any incapacity or lack of powers, authority or legal personality of or dissolution or change in the status of the Consultant or any other Person;

(c) any variation of the Contract so that references to the Contract in this Guarantee shall include each variation;

(d) any unenforceability, illegality or invalidity of any obligation of any Person under the Contract or any unenforceability, illegality or invalidity of the obligations of the Guarantor under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or Guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there was no unenforceability, illegality or invalidity;

(e) the partial or entire release of any Guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance of any of the Consultant's obligations during the term of the Contract; or by any extension, waiver, or amendment whatsoever which may release a guarantor or the Guarantor, other than performance or indefeasible payment of the Guaranteed Amount; or

(f) any part performance of the Contract by the Consultant or by any failure by BSCL to timely pay or perform any of its obligations under the Contract.

6. If, and to the extent that for any reason the Consultant enters or threatens to enter into any proceedings in bankruptcy or re-organization or otherwise, or if, for any other reason whatsoever, the performance or payment by the Consultant of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to BSCL on demand.

7. So long as any amount is due from the Consultant to BSCL, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Consultant, whether in respect of its liability under this Guarantee or otherwise, or claim in the insolvency or liquidation of the Consultant or any such other Person in competition with BSCL. If the Guarantor receives any payment or benefit in breach of this clause 7, it shall hold the same upon trust for BSCL.

8. This Guarantee shall remain in full force and effect from the date hereof until 60 days beyond issuance of the Completion Certificate.

Notwithstanding the foregoing, this Guarantee shall continue in effect until the sums payable under this Guarantee have been indefeasibly paid in full and the Guarantor receives written notice thereof from BSCL, such notice to be issued promptly upon such occurrence.

9. The Guarantor represents and warrants to BSCL that:

(a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorize the execution, delivery and performance by it of this Guarantee;

(b) the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;

(c) neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any Applicable Law; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents;

(d) no order, consent, approval, license, authorization or validation of, or filing, recording or registration with, except as have been obtained or made prior to the date hereof, or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorise, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and

(e) this Guarantee will be enforceable when presented for payment to the Guarantor's branch in Bilaspur at [●].

10. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of BSCL in exercising any right, power or privilege hereunder and no course of dealing between BSCL and the Guarantor, or the Consultant, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which BSCL would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of BSCL to any other or further action in any circumstances without notice or demand.

12. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with BSCL to replace the invalid, illegal or unenforceable provision.

13. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.

14. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Guarantor and BSCL shall constitute a single binding agreement.

15. BSCL may assign or transfer all or any part of its interest herein to any other person with prior written notice to the Guarantor. The Guarantor shall not assign or transfer any of its rights or obligations under this Guarantee.

16. All documents arising out of or in connection with this Guarantee shall be served:

- (a) upon BSCL, at *[insert address]*; and
- (b) upon the Guarantor, at *[insert address]*.

17. Any demand, notice or communication would have been deemed to have been duly served:

- (a) if delivered by hand, when left at the proper address of services; and
- (b) if given or made by pre-paid registered post or facsimile, when received.

18. Either party may change the above address by prior written notice to the other party.

19. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any dispute arising out of or relating to this Guarantee may be brought in the courts in Chhattisgarh.

**IN WITNESS WHEREOF** the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered by *[insert name of Bank]* Bank, by *[insert name of branch]* Branch by hand

Of *[insert name of signatory]*

It's *[insert designation]* and duly authorized representative

Authorized by [Power of Attorney dated *[insert date]*] OR [Board resolution dated *[insert date]*].

**APPENDIX F – SERVICES SCHEDULE**

**APPENDIX G – SMART CITY PROPOSALS**

*(Refer MoHUA)*