

# **REQUEST FOR PROPOSAL**

**(International Competitive Bidding)**

**For**

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

**Under**

**SMART CITY MISSION (SCM)**

**in**

**KARNAL CITY**

**Ref No :** 413/CE/MCK

**Issued on:** 25/09/2017

**Employer:** Karnal Smart City Limited

Municipal Corporation Karnal,  
Karnal, Haryana.  
Pin Code- 132001.

[Email-smartcitykarnal@gmail.com](mailto:Email-smartcitykarnal@gmail.com)

## **DISCLAIMER**

The information contained in this Request for Proposal document (RFP) or subsequently provided to bidders, verbally or in documentary or any other form by or on behalf of the Karnal Smart City Limited (here forth referred to as KSCL in this document) or any of its employees or advisers, is provided to bidders 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 not an invitation by the Employer to the prospective Consultants or any other person. The purpose of this RFP is to provide interested bidders 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 bidder 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 bidder 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 consultant 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 KSCL and its employees and advisers make no representation or warranty and shall have no liability to any person including any bidder 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 KSCL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any bidder upon the statements contained in this RFP.

The KSCL 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 bidder or to appoint the selected bidder, as the case may be, for the Consultancy and the KSCL reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The bidder 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 KSCL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the bidder and the KSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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## **OFFICE OF THE KARNAL SMART CITY LIMITED, KARNAL**

No. 413/CE/MCK

DATED:- 25/09/2017

### **E-TENDER NOTICE**

SPV for Smart City Karnal invites online tenders from reputed multidisciplinary consultancy firm of International repute who have experience in PMC services for Smart Solutions and other infrastructure projects of Centre and State Governments on behalf of Karnal Smart City Limited, Karnal for the work mentioned below:-

<b>Sr. No.</b>	<b>T. No.</b>	<b>Name of work</b>	<b>Est. Amount</b>	<b>EMD to be deposited by Bidder (Rs.)</b>	<b>Tender Document Fee &amp; eService Fee (Rs.)</b>	<b>Start Date &amp; Time of Bid Preparation &amp; Submission</b>	<b>Expiry Date &amp; Time of Bid Preparation &amp; Submission</b>	<b>Tender Open Date</b>
1.		Request for proposal (International Competitive Bidding) for Selection of Project Management Consultant (PMC) to design, develop, manage and implement smart city project under Smart City Mission (SCM) in Karnal (Haryana, India)	QCBS Method	Rs.25,00,000 ( Rupees Twenty Five Lakh )	15000 +1000 =16000/-	26/09/2017 Time 17:00 PM	08/11/2017 Time 17:00 PM	09/11/2017 Time 11:00 AM

1. Prebid meeting will held on 10/10/2017 at 11:00 am at Vikas Sadan, Karnal.
2. The detail tender notice and Tender Document can be seen on website: <https://haryanaeprocurement.gov.in> and downloaded online from the Portal: <https://haryanaeprocurement.gov.in> by the Firms / Individual registered on the Portal.
3. Possession of Digital Signature Certificate (DSC) and registration of the bidders on the portal i.e. <https://haryanaeprocurement.gov.in> is a prerequisite condition for e-tendering.
4. For any other queries, please contact Executive Engineer, Karnal Smart City Limited, Karnal phone no. 91-184-2254220 For further details and e-tendering schedule, visit website <https://haryanaeprocurement.gov.in/>
5. As the Bids are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest. For obtaining Digital Certificate, the Bidders should follow Section 1. Letter of Invitation-“General Terms and Conditions for e tendering ”.

**Executive Engineer  
Karnal Smart City Limited  
Karnal**

**Reference No.:** 413/CE/MCK  
**Project Name:** SMART CITY MISSION (SCM)  
**Name Of The Department:** KARNAL SMART CITY LIMITED  
**Title Of Consulting Services:** PROJECT MANAGEMENT CONSULTANT (PMC) TO DESIGN, DEVELOP, MANAGE AND IMPLEMENT SMART CITY PROJECTS UNDER SMART CITY MISSION (SCM) IN KARNAL CITY.

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

1. The Karnal Smart City Limited (KSCL and hereinafter called “Employer”) is executing SMART CITY MISSION (SCM) in Karnal City.
2. The employer invites proposal to provide the following consulting services: **PROJECT MANAGEMENT CONSULTANCY (PMC) TO DESIGN, DEVELOP, MANAGE AND IMPLEMENT SMART CITY PROJECTS IN KARNAL CITY, UNDER SMART CITY MISSION (SCM)**. More details on the services are provided in the Terms of Reference in this RFP document and qualification requirement is at Instructions to Consultants.
3. A firm will be selected under “Quality and Cost Based System (QCBS)” and procedures described in this RFP.
4. The RFP includes the following documents:  
Section 1 - Letter of Invitation  
Section 2 - Information to Consultants (including Data Sheet)  
Section 3 - Technical Proposal - Standard Forms  
Section 4 - Financial Proposal - Standard Forms  
Section 5 - Terms of Reference  
Section 6 - Standard Forms of Contract
5. The proposal is available online on <https://haryanaeprocurement.gov.in> from **26/09/2017 (17:00 PM onward)** to **08/11/ 2017 (up to 17:00 PM)** for a non-refundable fee as indicated in the Data Sheet as scheduled in General Terms and Condition for E-tendering. Bidders will be required to register on the website, which is free of cost. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
6. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC). Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <https://haryanaeprocurement.gov.in> is a prerequisite for e-tendering.
7. Proposal must be submitted online on <https://haryanaeprocurement.gov.in> on or before 5.00

PM hours on **08/11/2017** and the "Technical proposal" will be opened online on the **09/11/ 2017** at 11 AM. The "Financial proposal" shall remain unopened in the e-procurement system until the second public Bid opening for the financial proposal. Any proposal or modifications to proposal received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the Proposal as specified, the Proposal will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of Proposal.

8. The consultant shall also submit the proposal in hard bound Technical and Financial Proposals respectively be in the format prescribed in Section 3 (Technical Proposal - Standard Forms) and Section 4 Technical Proposal - Standard Forms).
9. For any other queries, please contact Chief Engineer, Karnal Smart City Limited on phone No.0184-2254220
10. For further details and e-tendering schedule, visit website <https://haryanaeprocurement.gov.in>

Yours sincerely,

Address: Chief Executive Officer, Karnal Smart City Limited, Municipal Corporation  
Karnal, Karnal, Haryana. Pin Code- 132001.

Ph No: 0184-2254220

Email Id: [Smartcitykarnal@gmail.com](mailto:Smartcitykarnal@gmail.com)

### **General Terms and Conditions for e tendering:**

1. The detail tender notice and Tender Document can be seen on website: <https://haryanaeprocurement.gov.in> and downloaded online from the Portal: <https://haryanaeprocurement.gov.in> by the Firms / Individual registered on the Portal.
2. As the proposals are to be submitted online and are required to be encrypted and digitally signed, the Bidders are advised to obtain Digital Signature Certificate (DSC) at the earliest.
3. The payment for Tender Document Fee and e-service Fee shall be made by eligible bidders online directly through Debit Cards & Internet Banking Accounts and the payment for EMD can be made online directly through RTGS/NEFT or OTC Please refer to 'Online Payment Guideline' available at the Single e-Procurement portal of GoH (Govt. of Haryana) and also mentioned under the Tender Document.
4. Intending bidders will be mandatorily required to online sign-up (create user account) on the website <https://haryanaeprocurement.gov.in> to be eligible to participate in the e-Tender. He/ She will be required to make online payment towards EMD fee in due course of time i.e. between **26/09/2017 (up to 17:00 PM) to 07/11/2017 (up to 16:00 PM)**. The intended bidder fails to pay EMD fee under the stipulated time frame shall not be allow to submit his / her Proposal for the respective event / tenders.
5. The interested bidders must remit the funds at least T+1 working day (Transaction + One working Day) in advance i.e. on or before **(07/11/2017 (up to 16:00 PM))**; and make payment via RTGS /NEFT or OTC to the beneficiary account number specified under the online generated challan. The intended bidder / Agency thereafter will be able to successfully verify their payment online, and submit their Proposal on or before the expiry date & time of the respective events/Tenders at <https://haryanaeprocurement.gov.in>.
6. The undersigned reserves the right to reject any or all the tenders without assigning any reason what so ever and no conditional and postal tenders will be accepted.
7. If the date on which the tenders are to be received is declared a public holiday, the tender will be received on the next working day.
8. The offer will remain valid up to 90 days from the date of opening of tenders.
9. Any amendment to a tender after opening of tender made by the tenderer according to his own will is liable to be ignored altogether and such tenderer will be debarred from tendering for a period of six months.

## **Section-2 Instructions to Consultants**



# Part I

## Standard

### 1 Definitions

- (a) **“Employer”** means the Agency who have invited the Proposal for consultancy services and/ or with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
- (b) **“Consultant”** means any entity or person or associations of person who have been requested to submit their proposals that may provide or provides the Services to the Employer under the Contract.
- (c) **“Contract”** means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the project Specific Conditions (SC), and the Appendices.
- (d) **“Project specific information”** means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (e) **“Evaluation Committee”** means the committee constituted by the KSCL for the purpose of evaluating the technical and financial proposal submitted by the consultant in response to this RfP.
- (f) **“Day”** means calendar day.
- (g) **“GoI”** means the Government of India
- (h) **“State Government”** Government of Haryana.
- (i) **“Instructions to Consultants”** (section 2 of the RfP) means the document which provides Consultants with all information needed to prepare their proposals.
- (j) **“LOI”** (Section of the RfP) means letter of invitation for proposal.
- (k) **“LOA”** means the Letter of Award being sent by the Employer to the consultant selected in accordance with evaluation criteria prescribed in this RfP.
- (l) **“Personnel”** means professionals and support staff provided by the Consultant or by any sub-consultant and assigned to perform the services or any part thereof; **“Foreign Personnel”** means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s Country; **“Domestic Personnel”** means such professionals and support staff who at the time of being so provided had their domicile in India.
- (m) **“Proposal”** means the Technical Proposal and the Financial Proposal.
- (n) **“RfP”** means the Request for Proposal prepared by the Employer for the selection of Consultants.
- (o) **“Assignment”** means the work to be performed by the Consultant pursuant to the Contract.
- (p) **“Sub-Consultant”** means any person or entity with whom the Consultant subcontracts any part of the Assignment.

- (q) “**Terms of Reference**” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment.

## **2. Introduction**

- 2.1 The Employer named in the Part II Data Sheet will select a consulting firm /organization (the Consultant) meeting basic eligibility criteria as mentioned in Part II Data Sheet and in accordance with the method of selection specified in the Part II Data Sheet.
- 2.2 The name of the Assignment has been mentioned in Part II Data Sheet. Detailed scope of the assignment has been described in the Terms of Reference in Section 5.
- 2.3 The date, time and address for submission of the proposals have been given in Part II Data Sheet.
- 2.4 The Consultants are invited to submit their Proposal, for consulting Assignment named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.5 Consultants should familiarize themselves with Local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and Local conditions, Consultants are encouraged to meet the Employer’s representative named in part II Data Sheet before submitting a proposal and to attend a **pre-proposal meeting** if one is specified in the Part II Data Sheet. Attending the pre-proposal meeting is optional. Consultants should contact the Employer’s representative to arrange for their visit or to obtain additional information on the pre-proposal meeting. Consultants should ensure that these representatives are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 2.6 The Employer will provide at no cost to the Consultants the inputs and facilities specified in the Part II Data Sheet, assist the consultants in obtaining licenses and permits needed to carry out the Assignment, and make available relevant project data and reports.
- 2.7 Consultants shall bear all costs associated with the preparation and submission of their proposals, presentations and contract negotiation. The Employer is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without assigning any reason for and without any liability to the employer thereby incurring any liability to the Consultants.

## **3. Eligibility of Association of consultants and Sub-Consultants**

- 3.1. If the consultant has formed a Joint Venture (JV), each member of the JV shall be evaluated as per the qualification/ eligibility criteria set forth in Part II data Sheet. The combined score of the each member of the JV shall be taken into account for evaluation purpose.
- 3.2. The Employer shall deal with only the lead member for the purpose of this assignment. Although the contract shall be signed by all the members of the JV, the lead member of the JV shall be responsible and liable to the Employer for every aspects of their proposal, contract etc.

## 4. Clarification and Amendment of RFP Documents

- 4.1 Consultants may request a clarification on any clause of the RFP documents up to the number of days indicated in the Part II Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II Data Sheet. The Employer will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under Para. 4.2 Below.
- 4.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their proposals the employer may, if the amendment is substantial, extend the deadline for the submission of Proposals.

## 5. Conflict of Interest

- 5.1 Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignments or their own corporate interests and act without any consideration for future work.
- 5.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- **Conflicting activities:** (i) a firm that has been engaged by the Employer to provide goods, works or Assignment other than consulting Assignment for a project, and any of its affiliates, shall be disqualified from providing consulting Assignment related to those goods, works or Assignment. Conversely, a firm hired to provide consulting Assignment for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or Assignment other than consulting Assignment resulting from or directly related to the firm's consulting Assignment for such preparation or implementation. For the purpose of this paragraph, Assignment other than consulting Assignment are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
  - **Conflicting Assignment;** (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any Assignment that, by its nature, may be in conflict with another Assignment of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an Employer in the privatization

of public assets shall not purchase, nor advise purchasers of, such assets.

- **Conflicting relationships** (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the Assignment, (ii) the selection process for such Assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.

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

5.4 No agency or current employees of the Employer shall work as Consultants under their own ministries, departments or agencies.

## **6. Unfair Advantage**

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

## **7. Proposal**

7.1 Consultants may only submit one proposal. If a consultant submits or participates in more than one proposal, such proposals shall be disqualified.

## **8. Proposal Validity**

8.1 The Part II Data Sheet to consultant indicates how long Consultants' Proposals must remain valid for 90 days after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise; however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal remain unchanged, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their proposal, under such circumstance the Employer shall not consider such

proposal for further evaluation.

## 9. Preparation of Proposals

9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise. No supporting document or printing literature shall be submitted with the proposal unless specifically ask for and in case any of these document in the any other languages, it must be accompanied by accurate translation of relevant passages in English in which case, for all proposes. The English interpretation of the proposal shall be considered as final.

9.2 In preparing their proposal, consultants are expected to examine in detail the documents comprising the RFP. If all the information required as per RFP or not given in the proposal or materially deficient, it may result in rejection of the proposal.

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

- (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultant in the form of a Joint Venture (JV) if indicated in the data sheet. The JV partner would be required to enter into a JV agreement with the lead member. In case of a JV, all members of the JV shall sign the contract and shall be jointly and severally liable for the entire assignment.
- (b) The estimated number of Professional staff-months for the Assignment is as shown in the Part II Data sheet. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants. While making the proposal, the consultant must ensure that he proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
- (c) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) may be submitted for each position mentioned.

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

- (a) A brief description of the consultant's organization and in the case of a JV, JV partner, will be provided in Form Tech-2.
- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment and on requirement of

- input and facilities to be provided by Employer. (Form TECH-3 of Section 3).
- (c) A description of the approach, methodology and work plan for performing the Assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
  - (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks is to be provided in Form TECH-5 of Section 3.
  - (e) Estimates of the staff input needed to carry out the Assignment needs to be given in Form TECH-7 of Section 3.
  - (f) CVs of the Professional staff as mentioned in Para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
  - (g) A detailed description of the proposed methodology and staffing for training needs to be given, if the Part II Data sheet specifies training as a specific component of the Assignment.

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

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

## 10. Taxes

10.1 The Consultant shall fully familiarize themselves about the applicable to Domestic taxes (such as: goods and services tax (GST) or 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.

## 11. Currency

11.1 Consultants shall express the price of their Assignment in India Rupees. [In case of any component of the price is expressed in US dollar, a conversion rate calculated as on last date of bid submission]. In case of any other currency the same shall be first converted to us dollar calculated as on last date of bid submission. The amount should arrive in US dollar shall be converted in INR at the aforesaid date. The conversion of such currency shall be daily

representative exchange rate published by the international monetary fund's where payments in foreign currency are allowed to be made; the consultants are free to make their quote in any foreign currency. The employer shall mention the provision regarding conversion of such foreign currency to Indian Rupees.

## **12. Earnest Money Deposit (EMD) and Bid processing Fees**

### **12.1 Earnest Money Deposit**

- i. An EMD amount as mentioned in data sheet and as scheduled in General Term & condition of e-tendering.
- ii. Proposals not accompanied by EMD shall be rejected as non-responsive.
- iii. No interest shall be payable by the Employer for the sum deposited as earnest money deposit.
- iv. No bank guarantee will be accepted in lieu of the earnest money deposit.
- v. The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.

### **12.2 The EMD shall be forfeited by the Employer in the following events:**

- i. If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.
- ii. 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.
- iii. If the consultant tries to influence the evaluation process.
- iv. If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).

## **13. Bid Processing Fees**

13.1 All consultants are required to pay as mentioned in data sheet and as scheduled in General Term & condition of e-tendering. Non submission of Bid Processing fee along with the Technical Proposal will be treated as non-responsive bid.

## **14. Submission, Receipt, and Opening of Proposal**

14.1 The hard copy of the Technical Proposal shall contain no inter relations or overwriting. The person who signed the proposal must initial such corrections. Submission letters for Technical Proposals should respectively be in the format of TECH-1 of Section 3.

14.2 The consultant shall submit the proposal in hard bound for with all pages no- serially and by given and index of submission. 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 signed Technical Proposals shall be marked "ORIGINAL".

14.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" followed by the name corrections the items described in the Technical Proposal but not priced, shall be assumed to be included in the

prices of other activities or items.

14.4 After opening of financial proposals, appropriate selection method shall be applied to determine the consultant who will be declared as selected and be eligible for award of the contract. The methods of selections are described in the Data Sheet. This selected consultant will then be invited for negotiations, if considered necessary.

14.5 **Evolution Criteria:** The evaluation shall be done by the evaluation committee duly constituted for the purpose on the basis of quality cum cost base (QCBS).

## 15. Negotiations

15.1 Negotiations will be held at the date, time and address intimated to the qualified and selected bidder. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representatives conducting negotiations on behalf of the Consultant must have written employer to negotiate and conclude a Contract.

15.2 Technical negotiations: Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Employer and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Assignment". Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the Assignment. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.

15.3 Financial negotiations: The negotiation includes the clarification of the consultant's tax liability in India and how it should be reflected in the contract. 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.

15.4 Availability of Professional staff/experts: Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organization. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

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



## **16. Award of Contract**

- 16.1 After completing negotiations the Employer shall issue a Letter of Award to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.
- 16.2 The consultants will sign the contract after fulfilling all the formalities/pre-conditions including Performance Guarantee as mentioned in the standard form of contract in Section-6, within 15 days of issuance of the letter of intent.
- 16.3 The Consultant is expected to commence the Assignment on the date and at the location specified in the Part II Data Sheet.

## **17. Confidentiality**

- 17.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.
- 17.2 The employer reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Employer to undertake such verification shall not relieve the Applicant of its obligation or liabilities here under nor will it affect any rights of the Employer here under.
- 17.3 The selection process shall be governed by and construed in accordance with the laws of India and Courts at Karnal shall have exclusive jurisdiction and all disputes arising under pursuant to and/or in connection with the Selection Process.

## **18. Fraud and Corrupt Practices**

- 18.1 It is the Employer's policy to require that Employers as well as Consultants observe the highest standard of ethics during the execution of the Contract. 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 RDO, 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.

Without prejudice to the rights of the Client under Clause 1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or

through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the agreement, such Applicant or Consultant shall not be eligible to participate in any tender or FP 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.” In pursuance of this policy, the Employer defines, for the purpose of this provision, the terms set forth below as follows:

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

In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, sub-consultant, sub-contractors, service providers, or suppliers to permit the Employer to access all accounts records and other documents relating to the assignment and contract performance (in case of an award), and to have them audited by auditors appointed by the employer.

# INSTRUCTIONS TO CONSULTANT

## Part-II

### DATA SHEET

Clause No. of Data Sheet	Ref of ITC	Particulars	
1.	2.1	Name of the Employer:	<b>Karnal Smart City Limited</b> represented by Chief Executive Officer.
	2.1	Basic Eligibility criteria	<p>a) The Consultant shall be a private company, incorporated in India under the (Indian) Companies Act 1956/2013 or a company incorporated under equivalent law abroad. The Consultant shall be required to submit a true copy of its Incorporation Certificate.</p> <p>b) The Consultant must have a valid GSTIN registration.</p> <p>c) The Consultant would be required to establish an office in India within three month of letter of award being issued “If the consultant does not have an office in India”.</p> <p>d) Sole Consultant / Lead consultant / JV partners are not currently blacklisted / debarred/ termination of contract except for reasons of convenience of Employer, by any Government / Government Board / Corporation/ Company / Statutory Body / PSU company / Non-Government / Private Agencies and Funding Agencies in the last 5 years.</p> <p>e) The Consultant (in case of single business entity) / Lead Member (in case of JV) should have a minimum average annual turnover of Indian Rs. 100 (Hundred) Crores during the last three (3) financial years;</p> <p>f) The Lead Consultant should have Experience in at least 5 (Five) assignments for Project Management Consultancy Design/ Preparation of Detailed Project Reports for urban civic infrastructure assignments at Government levels (Central/State/Municipal).</p>

			g) The Consultant should have experience in at least 2 (Two) assignments as Project Management Consultant/ Design and supervision consultant and in Integrated ICT applications related project.
2.	2.2	Name of the Assignment is:	Project Management Consultant (PMC) to Design, Develop, Manage and Implement Smart City Project in Karnal under Smart City Mission (SCM)
3.	2.2	Issue of Advertisement and uploading of RfP	Date: <b>26/09/2017</b> Time: 17:00 PM (onward)
4.	2.5	A pre-proposal meeting will be held:	YES Date: <b>10/10/2017</b> Time: 11:00 AM Venue: Vikas Sadan, Karnal, Haryana. Pin Code- 132001.
5	2.5	Reply of the pre bid queries	Within 7 days of the pre bidding meeting
6	14	Date & time and address for submission of proposal/ bid:	
		Date	<b>08/11/2017</b>
		Time	17:00 PM
		Address	Vikas Sadan, Karnal, Haryana. Pin Code- 132001
7	14	Opening of Technical proposal	<b>Date: 09/11/2017</b> Time 11.00 AM Venue: Vikas Sadan, Karnal, Haryana. Pin Code- 132001.
8	2.7 & 14.4	Technical presentation and opening of financial proposal	To be intimated in due course of time.
9		The Employer's representative is:	Chief Executive Officer, Karnal Smart City Limited
		Address:	Karnal Smart City Limited, Vikas Sadan, Karnal, Haryana. Pin Code- 132001
		Telephone:	91-184-2254220
		E-mail:	<a href="mailto:Smartcitykarnal@gmail.com">Smartcitykarnal@gmail.com</a>
10	2.6	Input and facilities to be provided by employer	Making available the secondary data as required by consultant and are assistants or obtaining requisite permission from concerned authorities.

11	8.1	Proposals must remain valid days after the submission date, i.e. until:	90 days [Date: 08/11/2017]
12.	4.1	Clarifications on RFP maybe requested not later than days before the submission date.	18 days
		The address for requesting clarifications is:	Karnal Smart City Limited, Municipal Corporation Karnal, Pin Code- 132001
		Telephone:	91-184-2254220
		E-mail:	<a href="mailto:Smartcitykarnal@gmail.com">Smartcitykarnal@gmail.com</a>
13.	9.3	Sub- consultant	Consultant will not be allowed for whole of the work to be given to sub-consultant. However, for sector module specific expertise work, Sub-Consultant preferably may be engaged for which scope of work, approach & methodology would need to be prepared.
14.	9.3 (b)	The deployment of professional staff-man months required for the assignment.	<p>a. The consultant will clearly indicate the deployment of key personal and support staffs along-with respective responsibilities. This should be compatible given in the form Tech-3A and 3B. The man month requirement should be compatible to form fin 3A and 3B.</p> <p>b. The key personal shall be available during the course of assignment and on permanent basis in Karnal or National Capital Region (NCR).</p>
15.	9.3 (b)	The estimated number of Professional staff-months required for the Assignment is:	<p><b>A. For Time Based components:</b> Estimated number of Professional staff-months is: <b>360</b>person-months.</p> <p>The Consultant's Proposal must include the minimum Professional staff months for Time Based component as specified above.</p> <p><b>For Lump Sum component:</b> Estimated number of Professional staff-months is:<b>336</b> person-months.</p>

16	9.4		In addition to technical proposal, Consultants are required to submit financial proposal (as per forms prescribed in Section 4). Submission of the technical and financial proposal in improper form will render the proposal liable to be rejected.
17.	9.5	The formats of the Technical Proposal to be submitted are:	
		Form Tech 1: Letter of Proposal submission	
		Form Tech 2 : Consultant's organization & experience	As prescribe, 2A, 2B, 2C, 2D, 2E,2F
		Form Tech 3 : Comments & suggestions on TOR	
		Form Tech 4 : Approach & methodolog	Maximum of 20 pages including charts and diagrams
		Form Tech 5 : Team composition	
		Form Tech 6 : Curriculum vitae	
		Form Tech 7 : Staffing Schedule	
		Form Tech 8 : Work Schedule	
		Form Tech 9: Comment / modification suggested on draft contract.	
		Form Tech 10: Information regarding any conflicting activities and declaration thereof.	
18.		Training needs	The selected consultant may be required to impart training to the professionals of KSCL and or any other government department of Haryana to sensitize them on this new concept and to facilitate its sustainability.

19	10	Taxes	The Financial Proposal shall take into account all expenses including all tax liabilities. All payments to consultants shall be subject to deduction of taxes at source as per Applicable Laws.
20.	11.1	The currency for submission of financial/ cost	Indian Rupees (The currency of any other country shall be converted to US Dollar and then eventually at the time of submission of proposal)
21	12.	Earnest Money Deposit (EMD)	Rs. 25 lakhs (Indian Rupees Twenty Five Lakh only) as specified in General Terms and Condition of e-tending
22.	13.	Bid Processing Fees & E-Service fee (Non-Refundable)	Rs. 16000/- (Rs. 15000/ + Rs. 1000/) (Bid Processing fee as Indian Rupees Fifteen Thousand + Rs. One thousand for e-service fee) as specified in General Terms and Condition of e-tending.
23.	14	Submission, Receipt, and Opening of Proposal	<p><b>Online Submission of Technical and Price proposal:</b></p> <ul style="list-style-type: none"> <li>• Consultant can prepare and edit their offers number of times before final submission. Once finally submitted bidder cannot edit their offers submitted in any case. No written or online request in this regards shall be granted.</li> <li>• Consultant shall submit their offer i.e. Technical bid as well as price Bid in Electronic Form on the above mentioned website latest by the submission date as mentioned above after digitally signing the same.</li> <li>• Offers submitted without digitally signed will not be accepted.</li> <li>• Offers only in physical form will not be accepted in any case.</li> </ul> <p><b>Opening of Proposals</b></p> <ul style="list-style-type: none"> <li>• Opening of proposal will be held on Date and Time indicated in the Data Sheet/ Tender Notice.</li> <li>• The consultants or their representative who wish to remain present at the venue, at the time of opening of proposal may do so.</li> <li>• The offline technical evaluation of the tender received on or before last date of submission would be done and results will be displayed on website.</li> </ul>

			<ul style="list-style-type: none"> <li>After successful completion of Technical Evaluation, financial proposal of only those consultants shall be opened online who are found qualified.</li> </ul> <p><b>The consultant shall also submit the proposal in hard bound in the format prescribed in Section 3 (Technical Proposal - Standard Forms) and Section 4 Technical Proposal - Standard Forms).</b></p>
24.	14.5	Evaluation Criteria : Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed:	The evaluation shall be done by the evaluation committee duly constituted for the purpose on the basis of quality cum cost base (QCBS).
25.	14.4	Method Selection of	<p>Quality (80%) cum Cost (20%) Based Selection <b>QCBS - 80:20</b></p> <p><b>The technical quality of the proposal shall be given weightage of 80%</b>, the method of evaluation of technical qualification will follow the procedure given in clause 17 above. The technical proposal will be evaluated on the basis of consultants experiences, his understanding, proposed methodology, work plan and experience of consultant. The price Proposal of only those consultants who qualify technically (<b>Minimum Qualifying Marks: 70%</b>) will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal given financial score that are inversely proportionate to their prices. <b>The financial proposal shall be allocated weight of 20%</b>. For working out the combined score, the employer will use the following formula:</p> <p>Total score = 0.8x TS+ 0.2 x FS, where  <math display="block">F(s) = \{(LEC / EC)*100\}</math> T (s) stands for technical score  EC stands for Evaluated Cost of the particular financial proposal  LEC stands for Lowest Evaluated Cost of the financial proposal.  F(s) stands for Financial score of the financial proposal</p>



			The proposals will be ranked in terms of total scores of each applicant. The proposal with the highest total score (H-1) will be considered for award of contract and will be called for negotiations, if required.
26	9.4 (c)	Main objectives and description of the assignments	As detailed in the terms of reference (TOR) in RfP
27	15	Negotiation	If any key expert gets less than 60 % marks during technical evaluation, then he/she should be replaced at the time of negotiation. The other experts whose CVs will not be evaluated but has to be submitted with proposal, should meet the minimum qualification criteria as per the ToR, otherwise such expert also need to be replaced at the time of negotiation.
28	16	Expected date for commencement of consulting Assignment	<b>01/12/2017</b>
29.		Location for performance assignment	Karnal (Haryana)
30.		The Period of assignment	30 Months from the commencement of the assignments

## **Procedure for Detailed evaluation of technical qualifications**

### **(With reference to point No. 21 / Clause 15 of Data Sheet):**

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

i)	<b>Specific experience of the consultant firm relevant to the assignment/</b>	<b>30 marks</b>
	<b>Sub criteria</b>	
a	Experience as project management consultant/ Design and /or Supervision consultant in development of Urban Infrastructure (water supply/sewerage/SWM/ urban mobility/ power supply/telecom/ health and education) related project with value of contract (for consultancy service) of at least Rs100 lakh. i. 5 marks for Two Projects ii. 1 mark for every additional project subject to maximum 5 marks	10 marks
b	Experience as project management consultant/ Design and /or Supervision consultant in e-Governance related project with value of contract (for consultancy service) of at least Rs100 lakh. (1 mark per project subject to maximum 5 marks)	5 marks
c	Experience as Project Management Consultant/Design and/or Supervision Consultant for establishment of Command & Control Centre or related project of value of contract (for consultancy service) of at least Rs100 lakh. i. 5 marks for Two Projects ii. 1 mark for every additional project subject to maximum 5 marks	5 marks
d	Experience of carrying out studies in Urban Sector (City development/ Strategic Plan, Master plans, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study) related works with value of contract (for consultancy service) at least Rs. 25 Lac	5 marks
ii)	<b>Proposed methodology and work plan in response to the terms of reference based on presentation</b>	<b>30 marks</b>
	<b>Sub-criteria</b>	
a	Technical approach & methodology	10 marks
b	Work plan Organization & staffing	5 marks
c	Innovation in development of Smart Solutions for Command & Control Centre.	5 marks
d	Innovation in deployment of Smart Solutions/ABD Projects in India	10 marks

iii.	<b>Key professional staff: Qualification &amp; competency for the assignment.</b> Qualifications and competency of each of the key professional as per (iii) above will be evaluated separately. The marks for key professionals will be further divided as under:	<b>40 marks</b>

<b>Sr. No</b>	<b>Position</b>	<b>Marks</b>
<b>1</b>	<b>Project Manager / Team Leader cum Urban Project Management Specialist</b>	<b>10 Marks</b>
a	Masters in Planning /Infrastructure Management / Bachelor in Engineering with MBA or Construction Management with minimum 10 Years of experience in Urban Sector	5
b	Experience of Project Management in Urban Infrastructure Works. Experience as Team leader/ Deputy Team leader for minimum 5 projects.	3
c	Assignment of urban development policies or any project – minimum-issues and Project experience	2
<b>2</b>	<b>IT Expert</b>	<b>5 Marks</b>
a	Master's Degree in Information Technology / Engineering / MCA with minimum 10 years of relevant experience	2
b	Experience in working with the GoI / State Government / ULB or similar institution for implementation e-governance projects	1
c	Experience in preparation of technical document for the e-Services and solution to implementing theITrelated Infrastructure services /e-services, networking, infrastructure etc.	2
<b>3</b>	<b>Civic Infrastructure Specialist</b>	<b>4 Marks</b>
a	Master's in Civil Engineering with minimum 10 Years' experience in Urban Sector	2
b	Aggregate 5 years' experience in citywide urban development and infrastructure planning/ design. (Water supply / sewerage/septate / SWM / urban roads etc.)	1
c	Knowledge of urban development issues and Project experience.	1
<b>4</b>	<b>Project Finance expert</b>	<b>3 Marks</b>
a	Master's Degree in Finance / Economics / Chartered Accountant / Commerce / ICWA / Post Graduate in Economics with specialization in Public Finance with Minimum 10 years in relevant experience.	2
b	Experience of municipal finance analysis, municipal budgeting and accounting and financial projections.	1

<b>5</b>	<b>PPP specialist.</b>	<b>5 Marks</b>
a	MBA (Finance)/ CA/CFA or equivalent with 10years experience in project funding, structuring of PPP projects.	2
b	At least developed 02 (two) PPP projects for which the Concessionaire has been appointed and the projects are in execution and/or in operation mode.	2
c	Developed one PPP projects for which the Concessionaire has been appointed and the projects in area of Smart City.	1
<b>6</b>	<b>e Governance &amp; BPR Expert</b>	<b>3 Marks</b>
a	Master's Degree in Information Technology/ Engineering/Management/MCA with 10 years' relevant experience	1
b	Experience in working with the GoI/State Government/ ULB or similar institution for implementation e governance projects	1
c	Experience in preparation of technical document for e-Services and solution to implement the IT related infrastructure services /e-services, networking infrastructure etc.	1
<b>7</b>	<b>Procurement and contract Expert</b>	<b>5 Marks</b>
a	Degree in Engineering/ Management/ law / Business Administration or Equivalent with minimum 10 years' experience in the area of public procurement	2
b	Experience in contract procurement /management in infrastructure projects, 1 mark for each project of value more than 10 Crore, subject to maximum 3 marks	3
<b>8</b>	<b>Urban Designer</b>	<b>5 Marks</b>
a	Masters in Urban Design/Architecture or equivalent with minimum 5 years of experience in Urban Designing.	2
b	Experience in Transit Oriented Development projects of value more than Rs. 10 Crores	2
c	Experience in Local area planning project of value more than Rs. 5 Crores	1
	<b>TOTAL</b>	<b>40</b>

- Each Key professional will be evaluated based on the criteria as specified in the Para-4 (Team Composition & Qualification Requirement of Terms of Reference).
- If any key experts get less than 60 % marks then he/she should be replaced at the time of negotiation.
- Other experts should meet the minimum qualification criteria as per the ToR, otherwise the expert needs to be replaced at the time of negotiation.

## **Section 3: Technical Proposal - Standard Forms**

## FORM TECH-1

### LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

The undersigned, on behalf of [*give the name of firm in case of sole consultant applicant and JV member*], offer to provide the consulting Assignment for [*Insert title of Assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD and bid processing fees.

We are submitting our Proposal in joint venture with<sup>1</sup>: [*Insert a list with full name and address of each JV member*]

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

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

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:

Name of Firm:

Address:

## FORM TECH-2

### FORM 2: CONSULTANT'S ORGANIZATION & EXPERIENCE

Form 2A: Format for Details of Consultant

#### 1 Details of Consultant

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

#### 2 Details of Joint Venture partners (in case of JV) :

Sr. No.	Name of Member	Role (Specify Lead Member/ Other Member)
1.		
2.		
3.		

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

(Equivalent in Rs. crores)

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

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

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



**Form 2C: Experience as project management consultant/ Design and /or Supervision consultant in urban (Urban Mobility) related project with value of contract (for consultancy service) of at least Rs100 lakh.**

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

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

**Form 2D: Experience as Project Management Consultant/ Design and Supervision Consultant in Urban (redevelopment/water supply/ sewerage) related project with value of contract (for consultancy service) of at least Rs100 lakh.**

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

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

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

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

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

**Form 2F: Experience of carrying out studies in Urban Sector (City development/Strategic Plan, Master plans, City Sanitation Plans, Baseline Assessments, Financial Assessments, City Investment Plan, Vision documents, City Business plans, Non-revenue water study).**

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

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

## **FORM TECH-3**

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

#### **A. On the Terms of Reference**

[Suggest with justification and any modifications or improvement to the Terms of Reference that the consultant are proposing to improve performance in carrying out the Assignment, such as deleting some activity considered unnecessary, or adding another, or proposing a different phasing of the activities. Such suggestions should be concise and to the point, and incorporated in your Proposal.]

#### **B. On Inputs and Facilities to be provided by the employer**

[Comment here on Inputs and facilities to be provided by the Employer]

**FORM TECH-4**  
**DESCRIPTION OF APPROACH, METHODOLOGY AND**  
**WORK PLAN FOR PERFORMING THE**  
**ASSIGNMENT**

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

- a) Technical Approach and Methodology,
  - b) Work Plan, and
  - c) Organization and Staffing,
- 
- a) **Technical Approach and Methodology:** In this chapter consultant should explain his understanding of the objectives of the Assignment, approach to the Assignment, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Consultant should highlight the problems being addressed and their importance, and explain the technical approach that consultant would be adopted to address them. Consultant should also explain the methodologies propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
  - b) **Work Plan:** The consultant should **propose and justify** the main activities of the Assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of **Form TECH-8**.
  - c) **Organization and Staffing:** The consultant should **propose and justify** the structure and composition of the team. Consultant should list the main disciplines of the Assignment, the key expert responsible, and proposed technical and support staff.
  - d) **Presentation:** The consultant would be required to make a presentation on the approach & methodology, work plan and proposed team for performing the assignment.







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

14. Certification:

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

Date:  
Place:

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

[Full name of authorized representative]:

## FORM TECH-7

### STAFFING SCHEDULE

S. No.	Name of Staff	Staff input (in the form of a bar chart)											Total Months
		1	2	3	4	5	6	-	--	-	--	N	
1													
2													
3													
4													

**Note:**

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

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

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

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

## **FORM TECH-9**

### **COMMENTS / MODIFICATIONS SUGGESTED ON DRAFT CONTRACT**

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

**FORM TECH-10**  
**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND**  
**DECLARATION THEREOF**

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

If no, please certify,

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

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

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

## FORM FIN-1

### FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Dear Sirs:

The undersigned, on behalf of [give the name of firm in case of sole consultant applicant and JV Partners ] offer to provide the consulting Assignment for [Insert title of Assignment] in accordance with your Request for Proposal dated [**Insert Date**] and our Technical Proposal. Our attached Financial Proposal is for the sum of [**Insert amount(s) in words and figures<sup>2</sup>**]. This amount is inclusive of the Domestic taxes, but excluding service tax. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Para -11 of the Part II Data Sheet.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

---

<sup>2</sup>Sub Total (A) as per Form FIN 2

## FORM FIN-2

### SUMMARY OF COSTS

Particulars	Amount in Rupees
<b>A. Competitive Components</b>	
<b>Time Based (Task 1&amp;3)'</b>	
A1. <b>Remuneration</b> (Please note that amount shall be the same as in Form FIN-3A)	X 1
A2. <b>Reimbursable</b> (Please note that amount shall be the same as in Form FIN-4A)	X 2
<b>Total Cost of "Time Based" [I]</b>	<b>X = X1 + X 2</b>
<b>Lump Sum (Task 2)'</b>	
B1. <b>Remuneration</b> (Please note that amount shall be the same as in Form FIN-3B)	Y 1
B2. <b>Reimbursable</b> (Please note that amount shall be the same as in Form FIN-4B)	Y 2
<b>Total Cost of "Lump Sum" [II]</b>	<b>Y = Y1 + Y2</b>
<b>Sub Total (A)<sup>3</sup>= [I +II]</b>	<b>X + Y</b>
<b>B. Non Competitive Components</b>	
Provisional Sum (Please note that amount shall be the same as in Form FIN-5)	
Contingency (Please note that amount shall be the same as in Form FIN-5)	
<b>Sub Total (B)</b>	
<b>Total Cost of Financial Proposal (A+B)</b>	
<b>Service Tax</b>	
<b>GRAND TOTAL</b>	

Authorized Signature

Name: .....

Designation.....

Name of firm:

Address:

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



**FORM FIN-3A (TIME BASED TASK 1&3)  
BREAKDOWN OF REMUNERATION**

(PROFESSIONAL STAFF AND SUPPORT STAFF)

(For details please refer to Note below)

S. No.	Name of Staff	Position	Man-Month Rates (A) in Rupees	Proposed Man Months (B)	Total Amount in Rupees. * (A)* (B)
	Key professionals * <sub>1</sub>				
1					
2					
3					
4					
	Support staff * <sub>2</sub>				
	Total				

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

\* 1 Key Professionals are to be indicated by name

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

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

(Amount in Words):

**Note:**

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

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

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

**FORM FIN-3B (LUMP SUM TASK 2)**  
**BREAKDOWN OF REMUNERATION**

(PROFESSIONAL STAFF AND SUPPORT STAFF)

(For details please refer to Note below)

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

S. No.	Name of Staff	Position	Man Month Rates (A) in Rupees	Proposed Man-months(B)	Total Amount in Rupees.* (A)*(B)
Key professionals *1					
1					
2					
3					
4					
	Support Staff *2				
	Total				

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

\*1 Key Professionals are to be indicated by name

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

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

(Amount in Words):

**Note:**

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

**FORM FIN-4A (TIME BASED-TASK 1&3)**  
**BREAKDOWN OF REIMBURSABLE EXPENSES**

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

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

Amount in words:

**FORM FIN-4B (LUMP SUM-TASK 2)**  
**BREAKDOWN OF REIMBURSABLE EXPENSES**

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

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

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

Amount in words:

### FORM FIN-5

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

**Total provisional sum + contingency = \_\_\_\_\_ Total amount in Rupees.**

Amount in words:

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

1. **Form FIN-1** Financial Proposal Submission Form shall be filled as per the instructions provided in the Form.
2. **Form FIN-2** Summary of Costs: Form FIN-2 provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.
3. **Form FIN-3 (A) and 3(B)** Remuneration
  - i. The purpose of Form FIN-3A & 3B is to identify the monthly billing rates for each Personnel to be fielded by the Consultant as part of its proposed team of experts.
  - ii. Months; number of months input to match that shown on the personnel schedule (Form TECH-7, Section 3). **Please note that the man month for Time Based components shall be equal to that mentioned in ToR.** The month shall be calculated as per follows:  
  
1 year = 12 months = 252 working days
  - iii. Support Staff is also included in this form.
4. **Form FIN-4(A) and 4 (B)** Reimbursable Expenses

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

- i. Per Diem allowance

The Per Diem allowance shall be paid for stay requirements outside Home Office (Office (Central or Project city assigned to the Personnel) night for night spent away outside Home Office during such travel. The travel shall be undertaken with prior consent of the Employer. The payment will be made on lump sum basis without any supporting vouchers.

- ii. Office Operations

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

- iii. Office Accommodation

This shall be applicable only in case the office accommodation is not provided by the Project City or Central Office. The Consulting firm is required to quote rental value of accommodation for Office. The monthly payment shall be made on actual basis on submission of supporting vouchers.

- iv. Local Transport

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

- v. Communication Costs the Consulting firm is required to quote expenses for Communication Costs to all personnel and office as required for the project. The

arrangement for lump sum basis or on actuals to be finalized at Contract Negotiations.

vi. Report Production

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

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

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

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

a. Office equipment

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

b. Workshops and seminars

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

c. Intercity travel

The cost of vehicle transportation (Four wheeler on hire) for miscellaneous travels required for intercity travel for performance of the work, etc. The cost of transport for personnel by AC sleeper or AC Chair-car by trains / deluxe buses/ flight required for performance of the services to visit the other towns and attend 3<sup>rd</sup> party inspections etc. with the approval of the KSCL (as applicable). The payment will be considered for actual number of trips desired by the KSCL for performance of services and will be reimbursed on the actual basis from provisional sum.

**6 Contingencies**

The provision of contingencies shall be there as indicated.

## **Section-5 Terms of Reference**



## Section 5: Terms of Reference

### 1. Background

Government of India has announced the list of 90 cities to be taken up for development as smart cities. The cities have to now move towards converting their plan proposals to projects.

### 2. Objective of the Assignment

The objective of the assignment is to provide direct assistance to Karnal Smart City Limited of the Karnal City to design develop, manage and implement Smart City Projects as per Smart City Mission Guidelines.

### 3. Scope of Services

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

The Consultant shall support the *Karnal Smart City Limited of the Karnal City* in overall project management of Smart City projects, including designing, developing, managing and implementing smart city projects identified by the city on the following two outputs:

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

Under this assignment the consultant is required to review projects identified by the Smart City, for Area Based Development as well as for Pan City Solution (Smart City Proposal Can be downloaded from the website of Smart City mission <http://smartcities.gov.in/winningCityp1.htm>). The project detail (module wise) as mentioned in Smart City Proposal is attached at Annexure I for reference. **The projects identified in this list are to be vetted in consultation with stakeholders with regard to the technical and economic feasibility and sustainability etc. Therefore, projects may change in nature as well as in magnitude so as to align and adapt with mission objective in consultation with the stakeholders/employer.** The consultant will carry out required investigations, design, prepare feasibility report, Preliminary Design Report/ Detail Design Report (PDR/DPR), and assist in procurement of implementing partner/agency (ies) expeditiously. The PMC shall assist SPV in preparation of RFPs for the procurement of implementing partner(s)/ Agency (ies).

The PMC shall also assist the *Karnal Smart City Limited* in supervision & monitoring of the work of implementing agencies and shall be responsible for overall management of the project. To meet this requirement the selected consultant could meet to perform following main task towards overall projects management.

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

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

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

### **Task 1: Overall Project Management**

- i. The project manager / 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 within one week of allotment of work.
- ii. Handhold/ support Karnal 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 PPMS latest IT tools and techniques such as online monitoring of work sites with the aid of cyber tools.
- iv. Assist KSCL in monitoring of progress as per programme performance monitoring system (PPMS) and generate MIS progress report for physical and financial progress.
- v. Assist State Government/ Karnal 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;
- vi. Establish all necessary records and the procedures of maintaining/updating such records for each package and for the entire project.
- vii. Develop and implement procedure for timely payments to the contractors and monitor for compliance;
- viii. Monitor implementation of mitigation measures for the project, and update the Plan as per requirement.

### **Task 2: Project Design & Development**

#### **Activity 1: Situation Analysis**

##### **a. Area Based Development**

- i. Undertake the desk study of all the relevant available document and data from secondary sources. These should include not necessary limited to the study of Karnal Manuals, /standards, reports, guidelines, benchmarks of MoUD, Government Orders, rules/guidelines, details of Smart City Proposal, Karnalexisting water supply network drawings, existing sewerage documents, existing system of solid waste management, road inventory and assets, land use, available open land spaces, energy generation and supply status and network. The studies also include the available documents such as city development plans /strategy plans, sanitation plans. Mobility plan, existing facilities for public transport, pedestrian and non- motorized transport, trips by their length and characteristics.

- ii. Study other development plans and activities (under funding by Government of India and Government of Haryana) proposed or under implementation in city of Karnal and their impact on the areas covered and on various features of Smart City Proposal under ABD.
- iii. Review existing status of physical Infrastructure and other available data from secondary sources.
- iv. Identify the requirements of primary surveys, and investigations required to determining the existing situation in the areas covered under ABD for such as water supply, sewerage, electricity supply, solid waste management, pedestrian movement, parking, NMT movements and other components, for successful implementation of Smarty City Project.
- v. Evaluation of the existing broadband infrastructure (communication system such as fiber optic cable etc., network hubs etc.) in Karnal including both government and private sectors to identify existing connectivity gaps and required up gradation.
- vi. Review the available GIS maps and integrate to the possible extent to develop area wise spatial mapping on assets. Identify and prepare the interfaces and integration between the modules.
- vii. Based on the study of secondary sources, results of primary surveys, existing ground situation and constraints (or otherwise) make a broad assessment on retrofitting and TOD development and identify challenges if any.
- viii. Prepare a situation analysis report for each module/component of civic infrastructure also by comparing the benchmarks prescribed by MoUD for each of these components.
- ix. Also make an assessment of the projected situation for the period 30 years so that a realistic assessment of the investment requirement for the sustainable proposal.
- x. Make a presentation before the Employer on the analysis report as above.

#### **b. Pan City Proposal**

- i. Undertake the desk study and review of the reports from secondary sources, such as Karnal, Manuals, /standards, reports, guidelines, benchmarks of MoUD, underground utility plan, traffic surveys, right of ways of the city roads, facilities for pedestrian, NMT etc. and smart solutions for other services.
- ii. Study other development plans and activities (under funding by Government of India and Government of Haryana) proposed or under implementation in city of Karnal and their impact on the areas covered and on the pan city Smart Surveillance features.
- iii. Identify the requirements for type of primary surveys, and investigations required to determining the existing situation of traffic movement, safety features and civic problem redressal system. These surveys may include Interco-ordination between different departments responsible for providing civic amenities.
- iv. Evaluation of the existing broadband infrastructure (communication system such as fiber optic cable etc., network hubs etc.) in Karnal including both government and private sectors to identify existing connectivity gaps.
- v. Review the available GIS maps and integrate to the possible extent to develop area wise spatial mapping on assets. Identify and prepare the interfaces and integration between the modules.

- vi. Prepare a situation analyses report for each module/component of civic infrastructure also by comparing the benchmarks prescribed by MoUD for each of these component.
- vii. Also make an assessment of the projected situation for the period 30 years so that a realistic assessment of the investment requirement for the sustainable proposal.
- viii. Bidder has to make a presentation before the Employer on the analysis report as above.

## **Activity 2: Feasibility Report**

### **a. Area Based Development**

- i. Undertake primary survey as identified in Activity 1 of all such feature of the requirements for the areas covered under ABD.
- ii. Prepare feasibility study report of modules (group of projects) to ascertain both technical, economic and financial viability based on financial models. The feasibility report should describe the various technical options with recommendation for most appropriate option.
- iii. Preparation of project development and implementation road map, project prioritization, carryout project phasing matrix and risk mitigation plan.
- iv. Review land availability, rehabilitation - resettlement & environmental issues for identified projects.
- v. Undertake survey to determine the status of existing ICT in ABD and based thereon the requirements of its improvement/up gradation to provide smart solutions. Also prepare the feasibility report on this component of the Smart City and also to include the integration of ICT with improved civic infrastructure.
- vi. 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.
- vii. Identify the possibility of private / public participation in the service delivery, as feasible and applicable and prepare contract document for such packages.
- viii. Hold structured public hearing/consultation on the feasibility reports so prepare highlighting the proposed improvements/ service level bench marks and benefits likely to approve for the residents. This exercise would identify the requirement of any improvement in the proposal. There by to finalize the feasibility report.
- ix. Make a presentation on the feasibility report to the Employer.

### **b. Pan City Proposal**

- i. Undertake primary traffic surveys identified and existing road assets surveys as identified under Activity-1.
- ii. Based on secondary sources and primary surveys prepare feasibility report for the requirement of physical improvement (including encroachment removal and requirement of space, networking and connectivity and data digitization requirements).
- iii. Undertake the survey to determine the status of existing ICT in PAN City and based thereon the requirements of its improvement/up gradation to provide smart solutions. Also prepare the feasibility report on this component of the Smart City and also to include the integration of ICT with improved civic infrastructure.

- iv. The feasibility report shall highlight the technical, Economical and financial viability of the proposed improvement towards smart surveillance in Pan City in Karnal.
- v. Identify the possibility of private / public participation in the service delivery, as feasible and applicable.

**c. Financial Implications and Viability**

- i. Identify financial implications involved in the project based on the techno-economic estimated cost.
- ii. Identify the possibility of private/public participation in the service delivery of the project, as feasible and applicable.
- iii. The financial viability of the project based on different financial models and recommend suitable model for each module indicating the rationale.
- iv. Assist Smart City/SPV in consultation for each sub project or group of sub projects as applicable, with stakeholders to discuss the project wise scope identified and future use of the suggested solution architecture.
- v. Based on feasibility reports, consultant shall identify sub-project/ modules to be taken up on PPP or on design build contract. (The current trend is to have performance base contract rather than item rate contract because of its inherent advantage).

**d. Public hearing**

- i. Hold structured public hearing/consultation on the feasibility reports so prepared for ABD and Pan City, highlighting the proposed improvements, service level bench marks and benefits likely to accrue to the residents. This exercise would identify the requirement of any improvement which might be required in the proposals.
- ii. Make a presentation on the feasibility reports to the Employer for finalizing them.

**Activity 3: Preliminary/Detailed Project Report (PDR/DPR)**

**a. Area Based Development**

- i. Based on the approved feasibility report, Consultant shall prepare or get prepared Preliminary/Detailed design report as per the requirements of specific module with established engineering practices. It may be preferable to get prepared these DPRs by engaging sector specific sub-consultants.
- ii. For preparation of DPR or getting prepared the DPR, the consultant will carry out all the required engineering surveys and investigations<sup>4</sup> so as to clearly specify the scope of work and core requirements for sector specific module for which PDR may need to be prepared by the Consultant.
- iii. PDR/DPR would need to address the components of retrofitting, slum area retrofit development etc. The DPR should also include assessment of utility shifting requirements and costs estimations for O&M requirements (for at least 5 years in case of design build projects and for period of concession for PPP Projects) 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;

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

- iv. PDR/DPR shall also include traffic management and its cost during implementation process.
- v. Prepare clear cut and comprehensible core technical requirements for each component/module of Smart City components under ABD, based on which procurement of design built /PPP projects can be undertaken with minimum scope of different interpretation of the requirements.
- vi. Hold structured public hearing and stakeholder consultation (including expert group if constituted by KSCL) highlighting the main features of Smart Mobility plan and likely benefits to be accrued to the residents in terms of better quality of life for them, acceleration in the economic activity.
- vii. Make a presentation to the Employer to seek the approval of PDR/DPR.

#### **b. Pan City Proposal**

- i. Based on the approved feasibility report, Consultant shall prepare or get prepared Preliminary/Detailed design report as per the requirements and established engineering/IT practices. It may be preferable to get prepared these DPRs by engaging sector specific sub-consultants.
- ii. For preparation of DPR or getting prepared the DPR, the consultant will carry out all the required engineering surveys and investigations<sup>5</sup> so as to clearly specify the scope of work and core requirements for sector specific module for which PDR may need to be prepared by the Consultant.
- iii. PDR/ DPR to meet Smart Mobility of :
  - Uninterrupted (24x7) city surveillance.
  - Increasing people safety.
  - Seamless traffic flow.
  - Reducing grievances redressal period.
  - Increasing transparency & Public Information System.
- iv. The PDR/DPR for Command & Control Centre should include some of the necessary measures such as real time monitoring through CCTV, road intersection control, incident control, monitoring of Civic services, radio frequency identification (RFID), vehicle tracking. Measures should also include to reduce the period in solving the civic problems, real time information regarding incidents, coordination with various departments.
- v. PDR/DPR should also include system integration of various components such as smart information system, data analysis, alternative power sources system, crowd sourcing and usage of green vehicle, Control Command Centre etc.

<sup>5</sup> Required Survey and Investigations in consultation and approval of the KSCL

- vi. PDR/DPR should focus on measures to encourage pedestrian movement, ecofriendly/ non-motorized transport modes and modification/ changes required in existing road system to make it suitable for Smart Mobility Component.
- vii. PDR/DPR 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.
- viii. The following shall be included in the PDRs/ 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
- ix. Finalizing arrangement for contracting including exploring options for PPP/ Service Level Agreements;
- x. Hold structured public hearing and stakeholder's consultation highlighting the main features of Command & Control Centre and likely benefits to be accrued to the residents in terms of better quality of life for them, acceleration in the economic activity.
- xi. The Consultant shall make a presentation on PDR/DPR on Pan-City to the Employer on to seek the approval of PDR/DPR.

#### **Activity 4: Bid Process Management**

- i. The bid process management and the broad steps mentioned under this activity would be similar both for ABD Smart City and Smart Mobility under Pan City. The need or requirement of any specific step(s) specific to ABD or Pan City shall be pointed out as part of comments/ clarification during pre-proposal meeting.
- ii. Based on the discussions with stakeholders and approval of feasibility reports & PDR/DPR Karnal Smart City Limited, the consultant shall Prepare bid documents to include essential feature such as instruction to bidders, core technical requirements, based on broad specifications, evaluation criteria, obligation both the parties contract agreements essentially including the key performance indicators, force majeure termination condition and payments dispute resolution mechanism etc.
- iii. The bid documents as above would be prepared for each component/ module identified under Activities 2 & 3 and depending upon the mode of procurement namely design build or PPP.
- iv. Assist KSCL in all aspects of procurement including preparation of action plan finalization and

approval of bid documents, organizing and assisting pre bid meetings, preparation of clarification/ addendum/corrigendum to the bidder's queries, assist bid evaluation for selection of most suitable contractor/implementing agencies.

### **Task 3: Project Implementation and Supervision**

#### **Activity 5: Implementation phase**

##### **a. Area Based Development:**

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

- i. Scrutinize the implementing agency's detailed work program and guide implementing agency in preparation of supervision schedule/ work plan for each module;
- ii. The implementation programme would depend upon whether the project has been awarded on design build or on PPP. PPP Project would include many other essential steps (which should not be required on design build) which essential steps such as financial closure, before actual construction at site can commence and finalization and acceptance of user fee charges etc.
- iii. Contract administration and management of the modules;
- iv. Supervise and monitor construction work of each contracted module;
- v. Scrutinize construction methods proposed by implementing agency including environmental, safety, personnel and public issues;
- vi. Assess the adequacy of the contractors' inputs in material, labor and construction methodology and provide advisory whenever required;
- vii. Formulate a rehabilitation & resettlement framework as per requirement and monitor implementation of Social safeguards & environmental standards, if any.
- viii. Review the construction designs and drawing to be furnished by contractor (for design build contract and Concessionaire for PPP Projects).
- ix. PMC would ensure that the comments (based on the review) have been incorporated by the contractor/Concessionaire or full justification supported by technical standards/ practices /specification. In case of non- compliance the issue would need to be dealt as per the provision of the contract/ Concessionaire agreement. PMC would ensure that this issue is clearly addressed while preparing those components of bid documents.
- x. Carry out necessary quality control activities and certify that the quality of works conforms to the prescribed standards.
- xi. Supervising the construction of various contract packages for related outputs of the Programme.
- xii. Verify and certify running/interim payments and supporting details of the work done for recommending the payment to be made by Karnal Smart City Limited.
- xiii. Ensure that contractor/Concessionaire has furnished as-built drawings for each module.
- xiv. Review and certify interim and supporting details for payments to be made by Karnal Smart City Limited.



- xv. Assist KSCL in 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 *KSCL*;
- xvi. Assist third party inspection of work carried out by implementation agency (ies), if necessary, as decided by *KSCL*.
- xvii. Assist *KSCL* in obtaining all necessary permissions and complying with statutory requirements as required prior to construction, such as permissions from line departments viz. Railway, Road Transport, Highways, Department of Archaeology, Department of Forests and National Parks etc.
- xviii. Assist the *KSCL* in issue of completion certificates;
- xix. Undertake periodical inspection of the work of each of the module assessing the physical and financial progress as per the implementation programme furnished and identify delays and reasons thereof, traffic management in construction zone and furnish detailed report with recommendation on remedial action of *KSCL*.
- xx. Prepare on behalf of *KSCL* 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 *KSCL*.

#### **b. Pan-City Proposal**

The project implementation support shall include

- i. Project Management Activities depending upon whether the project is on PPP or not.
  - a) Develop the project plan and project charter.
  - b) Coordinate workshops and discussion meetings between SPV, State IT Department, State Line Departments, Municipal Corporation Officials, SI, MoUD/ (GoI) etc.
  - c) Identify the work awarded for each component such as for any physical improvement /changes (for pedestrian, traffic management policing, Smart surveillance and emergency response system etc.) development of command & control center for receiving and disseminating information towards implementation of smart surveillance system and advanced information systems.
  - d) Co-ordinate the activities and project implementation schedules as prepared by different agencies with the system integrator.
  - e) Highlights the issue in the deliverable in each agency and of SI and assist *KSCL* in their revolution.
  - f) Prepare and suggest capacity building for the professional involve in various component of Smart Mobility.
  - g) Examine the requirement of STQC certification by Ministry of Electronics and IT and assist *KSCL* in obtaining it.
  - h) Identify the legal changes required and assist in drafting and issuance of Government Orders for giving effect to the BPR
  - i) Ensure that the technology standards, guidelines & frameworks are adhered to during

implementation.

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

ii. Monitoring the deployment and commissioning of necessary hardware

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

iii. Engaging STQC for Audit

- a) The PMC will be responsible to engage STQC to conduct the assessment/review of the system before rolling it out. The Consultant shall review and inspect all the procedures and systems relating to the solution.
- b) The PMC would critically study the requirements prescribed by STQC for getting their certification and take necessary action to meet those requirements which results in success in STQC certification.

• **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:
  - Classification of data in terms of sensitivity & levels of access
  - Security measures over database installation, password policies and user roles and Privileges
  - Access control on database objects – tables, views, triggers, synonyms, etc.
  - Database restoration and recoverability
  - Audit trails configuration and monitoring process
  - Network connections to database

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

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

**Review and Implementation of Security Policies and Controls will include:**

- a) Review of backup process, including schedule, storage, archival and decommissioning of media
  - b) Physical access controls review (over DC and other critical area)
  - c) Incident management process - covering identification, response, escalation mechanisms
  - d) Anti-virus (malware) controls - patching, virus definition file update
  - e) General computer controls review
  - f) Audit of IT Infrastructure will include monitoring the deployment of IT infrastructure at various locations including Data center and Disaster recovery center as per the BOM specified for the SI.
  - g) Performance! SLA Audit - whether the actual level of performance of the services is the same as specified in the contract of SI.
  - h) Identify the key issues, bottlenecks in the system and suggest mitigation plans.
  - i) Overall compliance to MSA and SLA - The compliance of the implementation partner with any other obligation under the MSA and SLA.
- **UAT and Go-Live Report :**
    - a) Assist & support to assess and certify the solution and associated infrastructure & services.
    - b) Planning, preparing & execution of the User Acceptance Test, tracing the functional requirements before the Go Live
    - c) Preparation and submission of Go-Live Report, which should shall include the following:
      - Hardware at various locations and data center
      - Networking equipment 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**
    - a) Support SPV for monitoring of the compliance of the contractual obligations of the SI.
    - b) Monitor the operations and maintenance of the overall system as per the standards and requirements defined for SI including but not limited to resolution of issues, availability

of the system, updating hardware or system software etc.

- c) Ensure that the SLAs and performance levels defined for SI are met as agreement. The Consultant shall review the SLA performance, capacity and effectiveness of the helpdesk set up by the SI.

iv. The consultant shall be responsible for reviewing the work of System Integrator and recommend payments to the SPV.

The Consultant shall provide support to the Employer for the successful completion of the Project and its handing over to Employer/ any other agency as decided by the Employer. The Consultant shall be responsible for reviewing the work of System Integrator and approve payments to be made to the SI by the Employer. The Consultant shall provide support to KSCL for the successful completion of the Smart City Project and its closure.

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

The Professionals required for this assignment are categorized as (i) Time based Contract (for Task 1 & 3) and (ii) Lump Sum Contract (for Task 2). **For time based contract, the team shall provide full person man days/ man-months on the project (field), no home input will be considered in this category.** However for Lump sum Contract. The team input may be considered into home and field. The support team shall be on the need basis of the assignment.

Based on the scope of work, the Consultant shall assess the actual requirement of the professionals for carrying out the assignment for different project under all modules during the course of the assignment. A reasonable size team of support staff like support design engineers, quantity surveyors; draft men, junior analysts, field engineers etc. shall also be required to support the professionals. The Consulting firm may deploy the additional staff as per requirement of the assignment for which there will be no extra financial implications for the Employer and the cost of such additional staff is deemed to be included in the total Remuneration quoted by the Consultant in its Financial Proposal.

The broad indicative team requirement of professionals including Key Professional Team for Project Management, Professionals for Project Implementation and Supervision and Professional for Design and Development and support staff has been indicated below. The consulting firm shall review the composition [*position required, number of professionals and man days* ' for each

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

S. No.	Position	Man months	Minimum Qualification & Experience	To be evaluated for Technical Bid (Yes or No)
<b>For Time Based Contract (Task 1 &amp; 3)</b>				
<b>Task 1: Key Professional Team for Project Management (The CVs shall be submitted by the Consultant for the following professionals)</b>				
1.	Team Leader cum Urban Project Management Specialist	30	<ul style="list-style-type: none"> <li>• Masters in Planning /Infrastructure Ma</li> <li>• Minimum 10 Years of 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>• Assignment of urban development policies or any project – minimum-issues and Project experience</li> </ul>	<b>YES</b>
2.	Infrastructure Specialist	24	<ul style="list-style-type: none"> <li>• Master's in Civil Engineering</li> <li>• Minimum 10 Years' experience in Urban Sector</li> <li>• Aggregate 5 years' experience incitywide urban development and infrastructure planning/ design. (Water supply / sewerage/septate / SWM / urban roads etc.)</li> <li>• Knowledge of urban development issues and Project experience.</li> </ul>	<b>YES</b>
3.	Urban Transport Specialist	24	<ul style="list-style-type: none"> <li>• Master Degree in Civil Engineering</li> <li>• Minimum 10 years of experience in the area of Urban Transport Planning</li> <li>• Experience in citywide urban development and infrastructure planning/ design. (Water supply, sewerage/septate / SWM/ urban roads etc.)</li> <li>• Knowledge of urban development issues and Project experience.</li> </ul>	<b>NO</b>

	<b>Position</b>	<b>Man month s</b>	<b>Minimum Qualification &amp; Experience</b>	<b>To be evaluated for Technical Bid (Yes or No)</b>
4.	Infrastructure Finance Experts	18	<ul style="list-style-type: none"> <li>• Master's Degree in Finance / Economics / Chartered Accountant / Commerce / ICWA / Post Graduate in Economics with specialization in Public Finance.</li> <li>• Minimum 10 years in 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 Modelling in</li> </ul>	<b>YES</b>
5.	Water Supply & sewerage Expert	18	<ul style="list-style-type: none"> <li>• Master Degree in Environmental/PHE Engineering</li> <li>• Minimum 10 years of experience on water sourcing, planning &amp; management of water supply and waste water projects including recycling and reuse of waste water and rainwater harvesting</li> <li>• Design and restructuring of water supply / distribution network projects</li> <li>• Experience in Operation &amp; Maintenance of Urban Water Supply schemes.</li> </ul>	<b>NO</b>
6.	Solid Waste Management Expert	18	<ul style="list-style-type: none"> <li>• Master's degree Environmental / Public Health Engineering or equivalent</li> <li>• Minimum 10 years of extensive experience in solid Waste Management</li> </ul>	<b>NO</b>

7.	IT Experts	30	<ul style="list-style-type: none"> <li>• Master's Degree in Information Technology / Engineering / MCA</li> <li>• Minimum 10 years of relevant experience</li> <li>• Experience in working with the GoI / State Government / ULB or similar institution for implementation e-governance projects</li> <li>• Experience in preparation of technical document for the e-Services and solution to implementing the IT related Infrastructure</li> <li>• Should have at least two projects of consulting/ implementing of city owned ICT wireless and wired networks.</li> </ul>	<b>YES</b>
8.	PPP specialist <i>[CV for this position shall be evaluated.]</i>	12	<ul style="list-style-type: none"> <li>• MBA (Finance) / CA/CFA or equivalent</li> <li>• 10 years experience in project funding, structuring of PPP projects.</li> <li>• At least developed 02 (two) PPP projects for which the Concessionaire has been appointed and the projects are in execution and/or in operation mode with one project in area of Smart City.</li> </ul>	<b>YES</b>

9.	<p style="text-align: center;">E Governance Specialist &amp; BPR Specialist <i>[CV for this position shall be evaluated.]</i></p>	30	<ul style="list-style-type: none"> <li>• Master's Degree in Information Technology/ Engineering/Management/MCA</li> <li>• 10 years' relevant experience</li> <li>• Experience in working with the GoI/State Government/ ULB or similar institution for implementation e governance projects</li> <li>• Experience in preparation of technical document for e-Services and solution to implement the IT related infrastructure services /e-services, networking infrastructure etc.</li> </ul>	<b>YES</b>
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	Position	Man months	Minimum Qualification & Experience	To be evaluated for Technical Bid (Yes or No)
<b>Task 3: Professionals for Project Implementation and Supervision (The CVs shall be submitted which will be evaluated for the following professionals)</b>				
1.	Construction Manager cum Project Manager	18	<ul style="list-style-type: none"> <li>• Post Graduate in Civil engineering / construction/ Infrastructure</li> <li>• Minimum 10 years of experience in construction management, operating project management application and software and working knowledge of any BIM software</li> <li>• Experience in construction and implementation of Urban Service delivery projects (Water Supply/ Sewerage/ Drainage/ Drainage/ Solid Waste Management).</li> </ul>	<b>NO</b>
2.	Project Performance and Management	20	<ul style="list-style-type: none"> <li>• Graduate Engineer/ Urban Planner/ MCA with minimum 10 years of relevant experience</li> <li>• Experience of designing and implementing suitable PPMS for projects preferably related to urban sector.</li> </ul>	<b>NO</b>
3.	Assistant Construction Manager	20	<ul style="list-style-type: none"> <li>• Graduate in Engineering</li> <li>• Mini mum 5 years of experience in construction management of UrbanService delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management)</li> </ul>	<b>NO</b>
4.	Urban Planner	18	<ul style="list-style-type: none"> <li>• Post graduate in Urban Planning/City Planning /Regional Planning</li> <li>• Minimum 8 years of experience in integrated land use planning</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> <li>• Experience in GIS based land use planning, preparing Master Plan/CDP/SCP etc.</li> </ul>	<b>NO</b>
5.	Landscape Architect	12	<ul style="list-style-type: none"> <li>• Master's degree in Landscape Architecture with Degree in Architecture</li> <li>• Minimum 10 years of relevant experience</li> <li>• Experience in preparation of technical requirement plans / document pavement design /street scape/ landscaping etc.</li> </ul>	<b>NO</b>

6.	Supporting ICT Expert	18	<ul style="list-style-type: none"> <li>• Masters in Computer Application/ B-Tech in Computer Science/ IT</li> <li>• 8 years' experience in implementing ICT projects in urban area.</li> <li>• Should have at least two projects of consulting/ implementing of city owned ICT wireless and wired networks.</li> </ul>	<b>NO</b>
7.	Support Engineer (3)	50	<ul style="list-style-type: none"> <li>• Degree in (relevant branch) Engineering with 2 years' experience Degree in (relevant branch) Engineering with 2 years' experience</li> </ul>	<b>NO</b>

	<b>Position</b>	<b>Man months</b>	<b>Minimum Qualification &amp; Experience</b>	<b>To be evaluated for Technical Bid (Yes or No)</b>
<b>For Lump Sum Contract</b>				
<b>Task 2: Project Design and Development Team: The duration of engagement of Professional shall be indicated in Form Tech-7 &amp; 8</b>				
1.	Sr. Business Analyst/ BPR Specialist (12 months)		<ul style="list-style-type: none"> <li>• Degree in BE/B-Tech. with MBA</li> <li>• Minimum 8 years of relevant experience</li> <li>• Worked in similar capacity for at least 7 years.</li> <li>• Should have worked on at least 1 (one) urban project in government sector in similar capacity.</li> </ul>	<b>NO</b>
2.	Procurement Specialist (24 months)		<ul style="list-style-type: none"> <li>• Degree in Engineering/ Management/ law / Business Administration or Equivalent</li> <li>• Minimum 10 years' experience in the area of public procurement</li> <li>• Experience in contract procurement /management in infrastructure projects.</li> <li>• Knowledge of state purchase Manual</li> </ul>	<b>YES</b>
3.	Urban Designer (12 months)		<ul style="list-style-type: none"> <li>• Masters in Urban Design/Architecture or equivalent</li> <li>• Minimum 8 years of experience in Urban Designing.</li> <li>• Experience in Transit Oriented Development</li> <li>• Experience in Local area planning,</li> </ul>	<b>YES</b>
5.	Support Transportation Planner/ Engineer (12 months)		<ul style="list-style-type: none"> <li>• Master's Degree in Transportation Planning/ Transportation Engineering/ Highway Engineering/ Highway Planning</li> <li>• Minimum 5 years of experience in the area of Urban Transport Planning</li> <li>• Experience in city Mobility Plan preparation,</li> <li>• Transit Oriented Development (TOD)</li> </ul>	<b>NO</b>
6.	Solar Energy/ Renewable Energy Expert (18 months)		<ul style="list-style-type: none"> <li>• B-Tech in Electrical/ Power Engineering / related sector</li> <li>• Minimum 7 years' experience in power projects viz., planning/designing for power generation, transmission and distribution</li> </ul>	<b>NO</b>
7.	Electrical Engineering Expert (18 months)		<ul style="list-style-type: none"> <li>• B-Tech in Electrical/ Power Engineering</li> <li>• Minimum 10 years of similar experience</li> </ul>	<b>NO</b>
8.	Communication Specialist (18 months)		<ul style="list-style-type: none"> <li>• Masters in mass communication</li> <li>• Minimum 8 years of similar experience</li> <li>• Experience in management of multimedia and activities pertaining to social media</li> </ul>	<b>NO</b>

9.	Environment Management expert (12 months)	<ul style="list-style-type: none"> <li>• Postgraduate in Environmental Planning / Engineering /Environmental Sciences</li> <li>• Minimum 10 years of experience in conducting EIA, environment modelling &amp; preparing Environmental Management plans, clean development mechanism</li> </ul>	<b>NO</b>
10.	Utility Engineer (18 months)	<ul style="list-style-type: none"> <li>• Degree in Civil/ Mechanical Engineering</li> <li>• 10 years' experience in utility services.</li> </ul>	<b>NO</b>
11.	Social Development Specialist (12 months)	<ul style="list-style-type: none"> <li>• Master Degree or equivalent in social development disciplines</li> <li>• Minimum 10 years' experience in Urban Poverty Alleviation.</li> <li>• Experience in urban social welfare projects/ community mobilization/ Social Development Sub-Plan</li> </ul>	<b>NO</b>
12.	Transaction Advisor for PPP Projects (12 months)	<ul style="list-style-type: none"> <li>• MBA (Finance) / CA/CFA or equivalent</li> <li>• Minimum 10 years of experience in project funding, structuring of PPP projects.</li> <li>• At least developed 02 (two) PPP projects for which the Concessionaire has been appointed and the projects are in execution and/or in operation mode.</li> </ul>	<b>NO</b>
13.	Structural Engineer (18 months)	<ul style="list-style-type: none"> <li>• Masters in Structural Engineering</li> <li>• Minimum 10 years of experience in related field.</li> <li>• Should have the experience in structural design of infrastructure projects.</li> </ul>	<b>NO</b>
14.	GIS & Remote Sensing Expert (18 months)	<ul style="list-style-type: none"> <li>• Degree in Geography, Planning, Architecture with Diploma/ Certificate in GIS</li> <li>• At least 7 years of experience in working on similar projects (i.e. use of remote sensing &amp; GIS technology in urban sector projects)</li> <li>• Knowledge of major GIS software products, GPS, total station, coordinate reference systems, satellite remote sensing technology and GIS applications.</li> </ul>	<b>NO</b>
15.	Information Security Systems Expert (24 months)	<ul style="list-style-type: none"> <li>• MCA/ B Tech / M Tech in IT with certification in CISSP/ CCSP</li> <li>• Minimum 10 years of experience in similar field</li> </ul>	<b>NO</b>
16.	Solution Architect (12 months)	<ul style="list-style-type: none"> <li>• Degree in Information Technology/ Electronics Engineering or equivalent</li> <li>• Minimum 8 years of experience in similar field</li> </ul>	<b>NO</b>

17.	Networking & IT Infrastructure Specialist (18 months)	<ul style="list-style-type: none"> <li>• MCA/ B Tech / M Tech in IT with certification in CCNA</li> <li>• Minimum 8 years of experience in similar field</li> </ul>	<b>NO</b>
18.	Video Analyses (24 months)	<ul style="list-style-type: none"> <li>• B-Tech in Information Technology/ Electronics &amp; Communication Engineering / Electronics Engineering / Computer science</li> <li>• Minimum 5 Years of experience in IT field</li> <li>• Minimum 2 years of experience in designing and implementation of large ITMS/ BMS including Surveillance &amp; Video Analytics</li> </ul>	<b>NO</b>
19.	IoT, IoE, AoT Specialist (18 months)	<ul style="list-style-type: none"> <li>• BE/B-Tech in Information Technology/ Electronics &amp; Communication Engineering / Computer science</li> <li>• Minimum 8 years' experience in IT field where 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 an Employer facing role demonstrating presentation skills and the ability to communicate with Employer management and executives</li> <li>• 3 years' experience in applying analysis skills and the ability to develop processes</li> </ul>	<b>NO</b>
20.	Cost Accountant (24 months)	<ul style="list-style-type: none"> <li>• CA/Cost Accountants or equivalent</li> <li>• Minimum 5 Years of professional experience</li> </ul>	<b>NO</b>
21.	Disaster Management Expert (6 months)	<ul style="list-style-type: none"> <li>• Graduates with a master's in disaster and emergency management</li> <li>• Minimum 5 years of experience in relevant field</li> </ul>	<b>NO</b>
22.	Horticulture Specialist (6 months)	<ul style="list-style-type: none"> <li>• BE/B-Tech/BSC in Horticulture</li> <li>• Minimum 10 Years of experience in relevant field.</li> </ul>	<b>NO</b>

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

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

## 5. Time Schedule and activity wise Deliverables

5.1 The total duration of the project shall be 30 (Thirty) months. The employer may provide extensions to the Consultant on the same terms and conditions under same agreement on pro-rata basis.

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

S No.	Activity wise Deliverable	Time period (T <sub>0</sub> date of signing of Contract) and T <sub>1</sub> is the date of appointment of implementing agency		
1	<b>Inception report for assignment</b>	To+ 15 days		
2	<b>Activity 1 :</b> a) For ABD Modules: Submission of Situation Analysis Report for Modules and its acceptance & approval by KSCL. b) For Pan City Module : Submission of situation analysis report for smart Mobility and its acceptance by KSCL	To+4 Months		
3	<b>Activity 2:</b> For ABD and Pan City Modules : Feasibility Study Report and its acceptance & approval by KSCL	To+9 Months		
4	<b>Activity 3:</b> For ABD and Pan City Modules: Submission of PDR/DPR Detailed Project Report and its acceptance & approval by the KSCL.	To +15 Months		
5	<b>Activity 4:</b> For ABD and Pan City Modules: Submission of Bid Documents and its acceptance & approval KSCL	To +18 Months		
6	Activity 1-4			
	<b>Time line</b>	<b>No Of Modules ( out of total n modules)</b>		<b>Target Date</b>
		<b>Modules in each Quarter</b>	<b>Cumulative Modules</b>	
	Q 1	-	-	To+ 3 Months
	Q 2	-	-	To+ 6 Months
	Q 3	-	-	To+ 9 Months
Q 4	n	All Modules	To+ 12 Months	
The time period may be extended for another 6 months as per the requirement of the module(s) by the KARNAL SMART CITY LIMITED for completion of the assignment up to activity 6.				

7	<b>Activity 5</b> Project Implementation Support	From the date of selection of the implementation Agency T <sub>1</sub> to (T <sub>0</sub> + 30months)
	For ABD Modules	From the date of selection of the implementation Agency for the each Module to T <sub>0</sub> + 30months
	For Pan City 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> + 30 months  For a, b, and c activities: T <sub>1</sub> + 3(three) Months during implementation by System Integrator (SI)

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. Employer’s Input and Counterpart Services and Facilities

The Consulting firm will be responsible to:

- Arrange for fully equipped office and office operation related facilities for project development team.
- Arrange for data collection, survey and investigation, preliminary design, report preparation of reports for projects modules
- Arrange for communication related to contract, data processing, computers, printing equipment and necessary stationeries.
- Arrange for all transportation and travelling including local travel required for the assignments to perform the consultancy services.
- The equipment / furniture purchased from the funds provided by the Employer shall be the property of the Employer and on completion of the project the Consultant shall return all those equipment /furniture in workable condition.

## 7. Payment Schedule

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

i. The payment shall be made as follows:-

Activity wise Deliverable	Payment Schedule
The accepted contract amount shall be in the following proportion; (a) Accepted Contract Amount (M)= [ insert amount]	
<b>LUMP SUM BASED FOR TASK 2 (Activity 2 -5)</b>	
(b) For Activity 2 to Activity 5, Lump sum amount (M <sub>1</sub> ) = Fin 3B + Fin 4B	
For Activity 2 to Activity 5 payment shall be made on pro rata basis of the modules For each module payment shall be ( M <sub>2</sub> ) = M <sub>1</sub> X N N = Actual Module cost / Total cost* of Area Based Development and Pan City Proposals. * For total cost please refer Annexure I Within a module the total amount (M <sub>2</sub> ), for activity 2 to activity 5 shall be paid as mentioned below:	
<b>Activity 2 :</b> a) For each ABD Module: Submission of Situation Analysis Report for Modules and its acceptance & approval by the Karnal Smart City Limited b) For Smart Solution Module: Submission of Business Re-engineering Report (BPR) and Final function requirement specifications (FRS) and its acceptance & approval by the Karnal Smart City Limited	37.5 % of M <sub>2</sub>
<b>Activity 3</b> For each ABD and Smart Solution Module : Feasibility Study Report and its acceptance & approval by Karnal Smart City Development Agency Limited	25% of M <sub>2</sub>
<b>Activity 4</b> For each ABD and Smart Solution Module : Submission of Detailed Project Report and its acceptance & approval by the Karnal Smart City Development Agency Limited	25% of M <sub>2</sub>
<b>Activity 5</b> For each ABD and Smart Solution Module : Submission of Bid Documents and its acceptance & approval by the Karnal Smart City Development Agency Limited	12.5 % of M <sub>2</sub>
<b>TIME BASED FOR TASK 1&amp;3 (Activity 1 and 5)</b> (a) For Activity 1 to Activity 5, Time Based amount (M <sub>3</sub> ) = Fin 3A + Fin 4A	
Monthly payment shall be made on Time Based Input of the Experts as per the per day professional fee quoted by the Consultant and accepted by the Karnal Smart City Limited of the Smart City. The Monthly payment shall be made on the basis of actual deployment of man days and Approved Time Sheet(s) by the Karnal Smart City Limited	



## ANNEXURE I

### 1. Introduction

The Total Capital Cost of Smart City Proposal (SCP) works out approx. Rs.1211Crores which includes area based developments (ABD) cost approx. Rs.1022.08 Crores and Pan City Proposal (PCP) of cost Rs. 149.75Crores (including overheads and interest during implementation). Further Rs. 39.17crore has been allocated towards communication and change management and for interest during implementation to match the deficit between grant available under Smart City Mission and funding sources.

**The projects identified in list below are to be vetted in consultation with stakeholders with regard to the technical and economic feasibility and sustainability etc. Therefore, projects may change in nature as well as in magnitude so as to align and adapt with mission objective in consultation with the stakeholders/employer.** The consultant will carry out required investigations, design, prepare feasibility report, Preliminary Design Report/ Detail Design Report (PDR/DPR), and assist in procurement of implementing partner/agency(ies) expeditiously for the indicative list of projects as given in Annexure I and any other project which may be envisaged for making city smart.

### 2. Area Based Development:

The area chosen for an area based development measures 720 acres and comprises of LAND AROUND Ghanta Ghar Chowk, Kunjpura Road, Bus Stand, Model Town & Mugal Canal Market with state of art smart amenities & transform it to a light house for the city. The chosen area has diverse land uses (group housing, commercial, industrial, institutional, urban etc) and forms the fringe of old/core of the city. In this context the SCP intends to transform the chosen area into a compact, well planned urban space with inclusive, sustainable and rationally incremental economic development activities.

It is proposed to seamlessly interwoven technology to provide improved service levels, increased choices and convenience and the developed area will act as a beacon of light with potential for replicability and scalability across other parts of city.

The SCP has developed modules within which there are several sub-projects of similar nature/sectors. The modules (set of projects) identified under the ABD proposal is as below:

<b>ABD</b>	<b>MELA</b>	Landscaping of Ramleela Ground	9.98
		Interpretation Centre/Museum	22.33
	<b>PAHAL</b>	Karnal Agritech Innovation and Incubation Centre	56.3
		Karnal Agritech Pavilion	101.16
	<b>PRAGATI</b>	Creation of Commercial Space & Multiplex in Old MCK office	74.31

		Creation of Commercial space in Mughal Canal	275.32	
		Development of Central Business District (CBD)	82.68	
<b>ABD</b>	<b>PRAVAAH</b>	Digital Literacy Centre	7.47	
		City Bus Service	1.58	
		Intersection re-design	2.1	
	<b>PRAVAAH</b>	City Bus terminus in CBD Area	56.3	
		Earmarked Cycle Track	10.62	
		Docking Stations for Saanjhi Cycles	2.65	
		Walking Street in the newly developing Cultural Corridor	0.78	
		Development of Footpaths with Tactile flooring	7.34	
		<b>SAKSHAM</b>	Developing Vending Zones	0.59
			Smart Vending Cards	5.25
	Street Furniture & Kiosk for Night Market		2.6	
	<b>KAUSHAL</b>	Skill Development Centre in CBD	4.13	
		Improvement of Education System for Latest IOT for Schools	4.41	
	<b>ASHIANA</b>	Housing for Urban Poor	15.65	
	<b>UPHAAR</b>	Development of Recreational Zones in the proposed CBD	7.29	
		Creation of Green Spaces at Mugal Canal Market	2.63	
		Creation of Oxy Park	0.27	
		Creation of Plaza	25.57	
		Light & Sound show at Karan Park	1.68	
		Musical Fountain at Karan Tal	2.38	
Street scape of Old GT Road		0.5		
Wellness trail by installing Open Air Gyms & Meditation Areas in Parks		17		
Convention Hall		7.88		

		Development of Offices (GRIHA Certified)	28.15
		Provide Free Wifi services in Parks to promote Digital Economy	1.89
	<b>UTTHAN</b>	Rain Water Harvesting	1.54
		Renewable Energy	38.45
		Smart Sewerage Management	49.28
<b>ABD</b>		Smart Utilities	32.13
		Smart Water Supply	36.95
		Solid Water Management	8.03
		Storm Water Drainage	8.35
		Specially abled Toilets in Public Places	0.21
		Storm Water Drainage System	8.35
		<b>ABD TOTAL</b>	

(Excluding overhead contingencies)

### **3. Pan City Proposal:**

A pan-city smart solution should benefit the entire city through application of ICT and resulting improvement in local governance and delivery of public services. The SCP should contain one or two such Smart Solutions. Generally, 'smartness' refers to doing more with less, building upon existing infrastructural assets and resources and proposing resource efficient initiatives.

Karnal's state of art Intelligence Operations center KA-NI-SH-KA (**K**Arnal **N**Igrani **k**SHetriye **K**Aryalaya) is at core of its pan-city proposal. It has a three pronged vision of integrated operations across sectors, improved safety and surveillance and time bound grievance redressal. This 24x7 center will be an integral partnership between MCK, Haryana Police, District Administration and other Government departments. It will deliver the following:

- a) Evidence based decision making and responsive operational control for real time incident management.
- b) Inter-agency and inter-sectoral collaboration on traffic, safety and time bound redressal of civic issues.
- c) Service delivery improvements through integrated response and time bound action.

The center will provide a digital platform for integrating multiple sub systems of safety, traffic management, policing and a range of Municipal services. This center will be one stop District level center for monitoring and actions on surveillance and emergency response. KANISHKA will result in safe city, seamless mobility and responsive city operations and management along with optimization of capital and operational expenditure by providing real time Geo referenced data support.

Integrated ICT application will be developed for the following:

Strategy	Project	ProjectActivity	Cost	
Pan City	AROGYA	Upgrading Public Health care Facilities in the City	0.17	
		Action team deployment	3.15	
	KANISHKA	Add on modules for safeti pin app	0.16	
		Command and Control Centre	23.09	
		Integrated Call Centre	1.41	
		Interactive kiosks for online services	0.84	
		Laying of citywide optical fibre	1.89	
		Intelligent Poles	11.34	
		Team training	1.05	
		Training (Command & Control Centre Staff + Citizen + IEC Activities)	1.05	
		Unified App for reporting civic issues	0.21	
		PRAVAAH-II	City Surveillance	5.51
	Emergency road repair vehicle		5.25	
	Sanjhi cycle module Integration		0.05	
	Smart Bus stops		22.28	
	Smart Parking systems		6.98	
	Traffic Violation Detection System		65.32	
	<b>Pan City Total</b>			<b>149.75</b>

(Excluding overhead contingencies)

## **Section-6 Standard Form of Contract**

# **CONTRACT FOR CONSULTANTS SERVICES**

**Between**

**[Name of the Client]**

**And**

**[Name of the Consultant]**

**Dated:**

## I Form of Contract

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

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

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

### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

Appendix A: Description of Services  
Appendix B: Reporting Requirements  
Appendix C: Staffing Schedule  
Appendix D: Breakdown of Contract Price  
Appendix F: Duties of the Employer

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

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

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

For and on behalf of [name of Client]

*[Authorized Representative]*

For and on behalf of [name of Consultant]

*[Authorized Representative]*

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



# General Conditions of Contract

## 1. General Provisions

- 11 Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
  - (b) “Employer” means the Agency who has invited the Proposal for consultancy services and/ or with which the selected Consultant signs the Contract for the Services and to which the selected consultant shall provide services as per the terms and conditions and TOR of the contract.
  - (c) “Consultant” means any private or public entity that will provide the Services to the “Employer” under the Contract.
  - (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
  - (e) “Day” means calendar day.
  - (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
  - (g) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.
  - (h) “GC” means these General Conditions of Contract.
  - (i) “Government” means the Government of India
  - (j) “Local Currency” means Indian Rupees.
  - (k) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
  - (l) “Party” means the “Employer” or the Consultant, as the case may be, and “Parties” means both of them.
  - (m) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).

- (n) "Reimbursable expenses" means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (o) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (p) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (q) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (r) "Third Party" means any person or entity other than the "Employer", or the Consultant.
- (s) "In writing" means communicated in written form with proof of receipt.

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

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

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

**15 Notices**

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

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

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

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

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

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

## **1.10 Fraud and Corruption**

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

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

### **1.10.2 Measures to be taken by the Employer**

- (a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;
- (b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer-financed contract;

### **1.10.3 Commissions and Fees**

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include

at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## **2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**2.1 Effectiveness of Contract:** This Contract shall come into force and effect on the date (the “Effective Date”) of the “Employer’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

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

**2.3 Commencement of Services:** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

**2.4 Expiration of Contract:** Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

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

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

## **2.7 Force Majeure**

### **2.7.1 Definition**

(a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of

the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

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

**2.7.3 Measures to be taken:**

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the "Employer", shall either:
  - i. Demobilize, or
  - ii. Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on prorata basis, under the terms of this Contract.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

#### **2.7.4 Extension of time**

The total duration of the project shall be 36 (Thirty six) months. The employer may provide extensions to the Consultant on the same terms and conditions under same agreement on pro-rata basis.

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

#### **2.9 Termination**

**2.9.1.1 by the “Employer”:** The “Employer” may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1.1

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations or interests of the “Employer”.
- (f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.
- (h) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

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

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

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

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

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

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

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

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

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

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

- (a) If the Contract is terminated pursuant to Clause 2.9.1 (g), (h) or 2.9.2, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3(h)(ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- (b) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the consultant shall not be entitled to receive any agreed payments upon termination of the contract. However, the “Employer” may consider to make payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Employer. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The consultant will be required to pay any such liquidated damages to client within 30 days of termination date.

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

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

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

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

#### **3.2 Consultant not to benefit from Commissions, Discounts, etc.:**

- (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in



the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

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

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

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

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

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

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

**3.6 Consultant’s Actions Requiring “Employer’s Prior Approval:** The Consultant shall

obtain the “Employer’s prior approval in writing before taking any of the following actions:

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

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

**3.8 Documents Prepared by the Consultant to be the Property of the “Employer”:** All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the “Employer” under this Contract shall become and remain the property of the “Employer”, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “Employer”, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from the Employer and the Employer reserves right to grant or deny any such request.. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the “Employer’s prior written approval to such agreements, and the “Employer” shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

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

**3.10 Equipment and Materials provided by the Consultants:** Equipment or materials brought into the Government’s country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

## **4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS**

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

### **4.2 Description of Personnel:**

- (a) the title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are as per the consultant's proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the "Employer", his/her name is listed as well.
- (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the "Employer", provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the "Employer's" written approval.
- (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the "Employer" and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

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

### **4.4 Removal and/or Replacement of Personnel:**

- (a) except as the "Employer" may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the "Employer" (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the "Employer's" written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the "Employer".

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

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

## **5. OBLIGATIONS OF THE “EMPLOYER”**

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

- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
- (b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India.
- (c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

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

**5.3 Services, Facilities and Property of the “Employer”:**

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

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

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

**5.5 Counterpart Personnel:**

- (a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in Appendix E.
- (b) Professional and support counterpart personnel, excluding “Employer’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

**6. PAYMENTS TO THE**

**CONSULTANT**

**6.1 Total Cost of the Services**

- (a) the total cost of the Services payable is set forth in Appendix D as per the consultant’s proposal to the Employer and as negotiated thereafter.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

**6.2 Currency of Payment:** All payments shall be made in Indian Rupees. [In case the payment is to be made in the currency other than Indian Rupees, the same shall be mentioned instead of Indian Rupees]

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

- (a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved and

as per the specified percentage as per SC 13.

- (b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.
- (c) Final Payment : The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the “Employer”. The Services shall be deemed completed and finally accepted by the “Employer” and the final report and final statement shall be deemed approved by the “Employer” as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the “Employer” unless the “Employer”, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the “Employer” has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the “Employer” within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the “Employer” for reimbursement must be made within twelve (12) calendar months after receipt by the “Employer” of a final report and a final statement approved by the “Employer” in accordance with the above.
- (d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the CMC / Employer (Mention this if presentation is required) with / without modifications to be communicated in writing by the Employer to the consultant.
- (e) If the deliverables submitted by the consultant are not acceptable to the Employer / CMC, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer’s right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.
- (f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- (g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.
- (h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on

the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

## **7. FAIRNESS AND GOOD FAITH**

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

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

## **8. SETTLEMENT OF DISPUTES**

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

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

**8.3** Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.



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

## **9. Liquidated Damages**

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

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

**9.3** The liquidated damages shall be applicable under following circumstances:

- (a) If the deliverables are not submitted as per schedule as specified in SC 13, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
- (b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to [ ] % of total cost of the services for every week or part thereof for the delay.

## **10. Miscellaneous provisions:**

- i.) “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- ii.) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- iii.) The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- iv.) Each constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- v.) The Consultant shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- vi.) The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant’s) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted

by or on behalf of the Consultant.

- vii.) The Consultant shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- viii.) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- ix.) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or employment in any capacity in any office or establishment of the Government of India/ State or the Employer.

## **11. Performance Security**

**11.1** The consultant by submitting its application pursuant to this RfP shall be deemed to acknowledge that without prejudice to the employer any other right or remedy hereunder or in law or otherwise, its performance security shall be forfeited and appropriated by the employer as mutually agreed pre estimated compensation and damages payable to the employer for, *inter alia the time, cost and efforts of the employer in regard to the RfP including reconsideration an evaluation of the proposal under the following conditions.*

- a. If an applicant engages in any of the prohibited practices specified in clause 20 & 21.
- b. If the consultant have found to have a Conflict of Interest as specified in Clause 5 of this RfP.

**11.2** An amount equal to 5% of the agreement value shall be deemed to be the Performance Security for purpose of this clause 11.1 which may be forfeited and appropriated in accordance with the provisions hereof.

## **12. Indemnity**

The consultant shall, subject to the provision of the agreements in indemnify the employer for an amount not exceeding 3 (Three) times the value of the agreement for any direct loss or damage the discussed due to any deficiency in services.

### III. Special Conditions of Contract:

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are:</p> <p style="margin-left: 40px;">i. “Employer”: Attention: Mr .....</p> <p style="margin-left: 40px;">Facsimile: .....</p> <p style="margin-left: 40px;">ii. Consultant : Attention : Facsimile :</p>
2	1.7	<p>{Lead Partner is <i>[insert name of member]</i>}</p> <p>Note: If the Consultant consists of a joint venture/ consortium/association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.</p>
3	1.8	<p>The Authorized Representatives are:</p> <p>For the “Employer”: <i>[Insert executing agency’s authorized representative]</i></p> <p>For the Consultant:</p>
4	1.9	<p>a. The client shall reimburse Service Tax payable in India as per Applicable Law. The consultant shall register itself for service tax with appropriate authority in India &amp; shall provide the registration number to the client.</p> <p>b. Tax will be deducted at source as per the prevailing Income Tax Rules.</p>
5	1.10.3	Not Applicable
6	2.1	<p>The effectiveness conditions are the following:</p> <p style="margin-left: 40px;">i. Approval of the contract by the Employer</p> <p style="margin-left: 40px;">ii. Appropriate security for advance payment acceptable to the “Employer”</p> <p style="margin-left: 40px;">iii. Any unforeseen reason forcing closure of the programme before effectiveness of the contract.</p>
7	2.2	The time period shall be one month
8	2.3	The time period shall be 15 days
9	2.4	The time period shall be 36Months
10	3.4	<p>Limitation of the Consultants’ Liability towards the “Employer”</p> <p>(i) The ceiling on Consultant’s liabilities shall not exceed the contract value.</p>

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
11	3.5	<p>The risks and the insurance coverage shall be as follows:</p> <ul style="list-style-type: none"> <li>a.) Third Party motor vehicle liability insurance as required under India's Motor Vehicles Act, 1988, by the Consultant or its Personnel or any Sub-Consultants or their Personnel for the period of consultancy;</li> <li>b.) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency]</i>;</li> <li>c.) Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable as per 3.4 of SC of the consultancy;</li> <li>d.) Employer's liability and Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</li> <li>e.) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity.</li> <li>f.) Any other law/rule as applicable in India.</li> </ul>
12	4.6	Not Applicable
13	6.1(b)	The ceiling in local currency is: <i>[insert amount and currency]</i>
14	6.3	<p>10% of the Contract Value will be paid as mobilization <b>advance</b>, if so desired, on submission of bank guarantee of the amount equal to 110% of the advance sought by the Consultant.</p> <p>The First instalment of recovery shall be effected form each running bill paid immediately following the payment of mobilization advance and the last instalment of the recovery shall be affected during the third month preceding the month in which the due date of completion falls. The various instalments of recovery shall be of equal amounts.</p> <p><b>For Time Based components:</b>  <b>For Task 1 and Task 3:</b></p>

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
		<p>On Time based as mentioned in Appendix A, Description of Services and described below:</p> <p><b>(i) Remuneration of Personnel</b> as indicated in financial proposal submission Form Fin 3, and as agreed during Negotiations, will be reimbursed on monthly basis as per this contract according to the agreed work plan.</p> <p><b>(ii) Payment for Reimbursable Expenses</b> as indicated in Financial proposal submission Form Fin 4, be reimbursed on actual/ and as agreed during Negotiations and as per Appendix of Financial Proposal . Section 4</p> <p><b>(iii) Payment for Provisional Sum</b> as per Appendix of Financial Proposal . Section 4</p> <p><b>For Lump Sum component:</b>  <b>For Task 2:</b>  Based on pro rata on achievement of deliverables as mentioned in Appendix A, Description of Services.</p>
15	8.3	The Arbitration proceedings shall take place in <i>[insert name of city]</i> in India.
16	11	The Performance Security amount is 5% of the Contract value.

Binding signature of Employer Signed by \_\_\_\_\_

Binding signature of Consultant Signed by \_\_\_\_\_

(for and on behalf of \_\_\_\_\_ duly authorized vide Resolution No \_\_\_\_\_  
dated \_\_\_\_\_ of the Board of Directors of \_\_\_\_\_ )

In the presence of  
(Witnesses)

- 1.
- 2.

## **IV. Appendices**

## **APPENDIX A – DESCRIPTION OF SERVICES**

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

## **APPENDIX B - REPORTING REQUIREMENTS**

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

## **APPENDIX C – STAFFING SCHEDULE**

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

## **APPENDIX D – Total COST OF SERVICES IN**

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

## **APPENDIX E - DUTIES OF THE “EMPLOYER”**

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