



Tender No. 01/2017-18

**REQUEST FOR PROPOSAL (RFP)
FOR**

**Appointment of Project Management Unit For
Pimpri-Chinchwad Smart City Mission**

**Office of The Chief Executive Officer,
PIMPRI CHINCHWAD SMART CITY LIMITED (PCSCCL)
TEL. NO. – 020 - 67333333, 67331117
FAX. – 020 27425600, 67330000
E-mail – smartcity@pcmcindia.gov.in
Website – www.pcmcindia.gov.in
www.smartcitypimprichinchwad.in**

Price of the RFP document: Rs.27,500/- (Non Refundable)

PIMPRI CHINCHWAD SMART CITY LIMITED (PCSCCL)



Pimpri Chinchwad Smart City Limited (PCSCCL)

Request for Proposal (RFP) for Appointment of Project Management Unit for Pimpri-Chinchwad Smart City Limited



TENDER No. 01/ 2017-18

Pimpri Chinchwad Smart City Limited (PCSCCL) intends to appointment a Project Management Unit (PMU) for Pimpri-Chinchwad Smart City Mission. The PMU shall be appointment for implementing the Area Based scheme and the selected Pan City solutions. The successful bidder will be selected based on Quality Cost Based Selection(QCBS) by PCSCCL after evaluating both Technical and Financial Criterion.

For More details about the bid submission procedure, applicant experience and the selection methodology are available in the Request for Proposal (RFP) document.

PCSCCL thereof invites bids from firms having experience as envisaged in the Request for Proposal(RFP) document. Interested Bidders may download the RFP document from the website of PCMC ie www.pcmcindia.gov.in or www.smartcitypimprichinchwad.in from 13/10/2017, 3.00 pm onwards.

No	Name of Work	Proposal Document Fee (Rs.)	EMD (Rs.)
1	Appointment Of Project Management Unit For Pimpri-Chinchwad Smart City Mission	27,500/-	20,62,800/-

Rights to reject any or all tenders without assigning any reasons thereof are reserved by CEO, PCSCCL and whose decision will be final and legally binding on all the Consulting Firms

Sd/-

Director & CEO, PCSCCL

and

Municipal Commissioner, PCMC

PCSCCL/01/ 07/2017

Date: 12 /10/2017

Advertisement No. 848

Disclaimer

The information contained in this Request for Proposal document (“**RFP**”) or subsequently provided to Applicants (consultants), in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants 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 or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties 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 Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, 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 Applicant 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 Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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 Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority 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 Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

Table of Contents

1 INTRODUCTION	10
1.1 Background	10
1.2 Request for Proposal	10
1.3 Due Diligence by Applicants	10
1.4 Details of the Bidding Process.....	10
1.5 Validity of the Proposal.....	11
1.6 Brief description of the Selection Process.....	11
1.7 Payment.....	11
1.8 Schedule of Selection Process.....	11
1.9 Pre-Proposal visit and inspection of data	12
1.10 Pre-Proposal Conference.....	12
1.11 Communications	12
1.13 INSTRUCTIONS TO APPLICANTS	13
1.14 Scope of Proposal	13
1.15 Conditions of Eligibility of Applicants.....	15
1.16 Conflict of Interest –	23
1.17 Number of Proposals	25
1.18 Cost of Proposal	25
1.19 Visit to the Authority and verification of information	25
1.20 Acknowledgement by Applicant	25
1.21 Right to reject any or all Proposals.....	26
1.22 Contents of the RFP.....	27
1.23 Clarifications.....	28
1.24 Amendment of RFP.....	28
1.25 Language.....	29

1.26	Format and signing of Proposal	29
1.27	Technical Proposal.....	29
1.28	Financial Proposal.....	31
1.29	Submission of Proposal.....	31
1.30	Proposal Due Date	32
1.31	Late Proposals	32
1.32	Modification/ substitution/ withdrawal of Proposals.....	32
1.33	Earnest Money Deposit (EMD).....	32
1.34	Performance Security	33
1.35	Evaluation of Proposals.....	34
1.36	Confidentiality.....	34
1.37	Clarifications.....	35
1.38	Negotiations	36
1.39	Indemnity	36
1.40	Award of Consultancy	36
1.41	Execution of Agreement	37
1.42	Commencement of Assignment.....	37
1.43	Proprietary data	37
2	CRITERIA FOR EVALUATION	38
2.1	Evaluation of Technical Proposals.....	38
2.2	Evaluation of Financial Proposal.....	40
2.3	Combined and Final Evaluation	41
3	FRAUD AND CORRUPT PRACTICES.....	42
4	PRE-PROPOSAL CONFERENCE.....	44
5	MISCELLANEOUS.....	45
6	SCHEDULE 1 – TERMS OF REFERENCE	47

6.1	Background	47
6.2	Objective of the Assignment	48
6.3	Scope of Services.....	48
6.4	Detailed Scope of Work:.....	50
6.5	Terms of Agreement, Deliverables, and Payment Terms	58
7	SCHEDULE 2 – FORM OF AGREEMENT	61
8	APPENDIX – I – TECHNICAL PROPOSAL FORMAT	63
8.1	APPENDIX-I - FORM-1 – Letter of Submission of Technical Proposal.....	64
8.2	APPENDIX-I - FORM-2 – Particulars of the Applicant	66
8.3	APPENDIX-I - FORM-3 – Statement of Legal Capacity.....	68
8.4	APPENDIX-I - FORM-4 – Power of Attorney	69
8.5	APPENDIX-I - FORM-5 – Financial Capacity of the Applicant.....	71
8.6	APPENDIX-I - FORM-6 – Description of Approach, Methodology and Work Plan	72
8.7	APPENDIX-I – Form-7 – Team Composition & Inputs	73
8.8	APPENDIX-I - FORM-8 – Particulars of Resources	74
8.9	APPENDIX-I - FORM-9 – Abstract of Assignments of the Applicant	75
8.10	APPENDIX-I - FORM-9A – Abstract of other Relevant Experience of the Applicant	76
8.11	APPENDIX-I - FORM-10 – Assignments of the Applicant	77
8.12	APPENDIX-I - FORM-11 - Curriculum Vitae (CV).....	78
8.13	APPENDIX-I - FORM-12 – Proposal for Sub-Consultant(s).....	79
8.14	FORM 13 - COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER	80
9	APPENDIX – II – FINANCIAL PROPOSAL FORMAT	81
9.1	APPENDIX-II - FORM-1	82
9.2	APPENDIX-II - FORM-2	83
9.3	APPENDIX-II - FORM-3	84

GLOSSARY

Agreement	As defined in Schedule-2
Agreement Value	As defined in Clause 6.1.2 of Schedule-2
Applicable Laws	As defined in Schedule-2
Applicant	As defined in clause 1.13.1
Associate	As defined in Clause 2.3.3
Authorised Representative	As defined in Clause 2.13.3
Authority	As defined in Clause 1.1.1
Earnest Money Deposit (EMD)	As defined in Clause 2.20.1
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3
Consultancy	As defined in Clause 1.2
Consultancy Team	As defined in Clause 2.1.4
Consultant	As defined in Clause 1.2
CV	Curriculum Vitae
Deliverables	As defined in Clause 7.4
Documents	As defined in Clause 2.9
Effective Date	As defined in Clause 2.1 of Schedule-2
Financial Proposal	As defined in Clause 2.15.1
Form of Agreement	Form of Agreement as in Schedule-2
INR, Re, Rs.	Indian Rupee(s)
Key Personnel	As defined in Clause 2.1.4
LOA	Letter of Award
Member	As defined in Clause 2.3.3 (a)
Official Website	As defined in Clause 2.11.1 and 2.11.2
Personnel	As defined in Clause 1.1.1(m) of Schedule-2
Professional Personnel	As defined in Clause 2.14.6
Prohibited Practices	As defined in Clause 4.1
Project	As defined in Schedule-2
Project Manager	As defined in Clause 4.6 of Schedule-2

Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clauses 1.5 and 1.8
PPP	Public Private Partnership
Resident Personnel	As defined in Clause 1.1.1(o) of Schedule-2
RFP	As defined in Disclaimer
Selected Applicant	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Services	As defined in Clause 1.1.1(p) of Schedule-2
Sole Firm	As defined in Clause 2.1.1
Statement of Expenses	As defined in Note 4, Form-2 of Appendix-II
Statutory Auditor	An Auditor appointed under Applicable Laws
Sub-Consultant	As defined in Clause 1.1.1(q) of Schedule-2
Support Personnel	As defined in Clause 2.14.6
Team Leader	As defined in Clause 2.1.4
Technical Proposal	As defined in Clause 2.14.1
TOR	As defined in paragraph 7, Schedule-1
US\$	United States Dollar

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

INVITATION FOR PROPOSAL

1 INTRODUCTION

1.1 Background

Under Government of India (GoI) Smart Cities Project, the Pimpri-Chinchwad Smart City Limited (the "Authority"), a Special Purpose Vehicle (SPV) for Pimpri-Chinchwad Smart City Project has been established as a company under the Indian Companies Act 2013. The Authority would receive funding from Government of India (GoI) and Government of Maharashtra (GoM, state government) for the development of smart city in Pimpri-Chinchwad and proposes to use a part of this funding for the said assignment. The Authority is a government-owned company with equal shareholding from Pimpri-Chinchwad Municipal Corporation and the state government.

In pursuance of the above, the Authority has decided to carry out the process for Appointment of Project Management Unit for Pimpri-Chinchwad Smart City Project. The area identified for ABD includes 1,390 acres of Pimple Saudagar-Pimple Gurav in the south-western zone of the city. Details of the area chosen for the Area Based Development proposal can be obtained from the Smart City Proposal of the Pimpri Chinchwad Municipal Corporation. In addition the smart city proposal includes several digitally enabled Pan City components.

1.2 Request for Proposal

The Authority invites proposals (the "Proposals") from firms for selection of a Consultant (the "Consultant") who shall assist the Authority in implementation of Smart City Project in conformity with the TOR (collectively the "Consultancy"). The Authority intends to select the Consultant through an open competitive bidding in accordance with the procedure set out herein.

1.3 Due Diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in 1.8

1.4 Details of the Bidding Process

PCMC has adopted a two stage process (referred to as the "Bidding Process") for selecting Bidders for the award of the Project through the e-tendering system. The Bidding Process shall comprise of two steps, the first relating to qualification of the Bidder and the second relating to the Commercial Proposal of the Bidder. The Bidder shall pay to PCMC a sum of Rs. 27,500/- (Rupees Twenty Seven Thousand Five Hundred Only) as the cost of the RFP document through the e-tendering system of PCMC.

As part of the Bidding Process, the Bidders are being called upon to submit their Bids through the e-tendering system of PCMC in accordance with the terms specified in the Bidding Documents. Registered Bidders should submit their offer by the way of E-Tendering System only. The official will guide the interested Bidder to document the authorization process & to obtain the Registration Key.

Notes about e-tendering:

- 1) All eligible interested Bidders, who want to participate in e-tendering process should get enrolled on P.C.M.C. e-tendering portal www.pcmcindia.gov.in

- 2) Bidder shall contact, for details or any difficulties in submission of online tenders, if any, the CEO of the SPV, PCSCL
- 3) It is compulsory for all participants to submit all documents online. If any of the documents of the Technical Bids is not accepted by the e-tendering system, then the complete set of the technical bid shall be submitted to the CEO, PCSCL by placing it in a sealed envelope on or before the Bid Due Date. However, the financial bids shall be submitted only through the online e-tendering system.
- 4) It is compulsory to submit cost of Tender Form Fee and Earnest Money deposit only in the form of Online Payment. Detailed terms and conditions are displayed on the portal.
- 5) Right to reject any or all online bids of work without assigning any reasons thereof are reserved with PCSCL.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the "PDD").

1.6 Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the "Selection Process") for evaluating the Proposals comprising of technical bids and financial bids to be submitted by the Applicant. For avoidance of doubt, the technical proposal and financial proposal shall be submitted only in soft copy online through the e-tendering portal of PCMC. In the first stage, a technical evaluation will be carried out as specified in Clause 2.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 2.2. In the second stage, a financial evaluation will be carried out as specified in Clause 2.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 2.4. The first ranked Applicant (the "Selected Applicant") shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.7 Payment

All payments to the Consultant shall be made in Indian Rupees in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Consultant.

1.8 Schedule of Selection Process

The Authority would endeavour to adhere to the following schedule:

Sr. No.	Event Description	Date
1	Last date for Purchase of RFP	1 day prior to PDD
2	Last date for receiving queries/clarifications	25/10/2017 (17:45 hrs via e-mail/hard copy)
3	Pre-Bid Conference	26/10/2017 at 11:00 hrs. at Pimpri Chinchwad Municipal Corporation
4	Proposal Due Date or PDD	23/11/2017 before 15:00 hrs.
5	Opening of Technical Proposals	On Proposal Due Date at 15:30 hrs.
6	Opening of Financial Proposals	To be intimated later
7	Validity of Proposal	Proposals must remain valid 90 days from the proposal submission deadline.

1.9 Pre-Proposal visit and inspection of data

Prospective Applicants may visit the office of the Project Authority and the Project site and review the available documents and data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified below:

Chief Executive Officer,
Pimpri-Chinchwad Smart City (PCSCCL),
Pimpri Chinchwad Municipal Corporation, Mumbai-Pune Road, Pimpri, Pune-411018,
Maharashtra, INDIA
Email: smartcity@pcmcindia.gov.in

1.10 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be per Clause 1.8

1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed to the Authority's representative at the address specified in Clause 1.9

1.11.2 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No. 01/2017-18 for "Appointment of Project Management Unit for Pimpri-Chinchwad Smart City Mission"

1.13 INSTRUCTIONS TO APPLICANTS

A. GENERAL

1.14 Scope of Proposal

1.14.1 Detailed description of the objectives, scope of services, and other requirements relating to this Consultancy are specified in this RFP. In case a firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process either individually (the “Sole Firm”) or as a member of a consortium of firms in response to this invitation. The term applicant (the “Applicant”) means the Sole Firm or the Consortium, as the case may be. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP. A maximum of three members including lead member shall be allowed in a consortium. .

1.14.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.

1.14.3 The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the form at APPENDIX – I – TECHNICAL PROPOSAL FORMAT and the Financial Proposal shall be submitted in the form at APPENDIX – II.

1.14.4 The duration of this assignment is 36 month.

1.14.5 Personnel

The Consultant’s team (the “Consultancy Team”) shall consist of (i) Key Personnel (the core team which is deployed on site) and (ii) the Experts Team (off-site). Key Personnel team shall provide full person man days/ months’ time on the project (field), no home input will be considered in this category. However for Expert Team input may be considered into home and field. The support team shall be on the need basis of the assignment, if any

Sr.	Key Personnel (core team – on site deployment)
1.	Project Manager / Construction Manager
2.	Urban Planner
3.	Urban Designer
4.	Civil Engineer
5.	Municipal Services Specialist
6.	GIS Expert

Sr. No	Experts Team
1.	Smart City Management Expert / Team Leader
2.	Project Finance cum PPP expert
3.	Urban Planner/ Urban Designer
4.	Landscape Architect
5.	Architect
6.	Civil Engineer
7.	Drainage Expert
8.	Water Supply & Waste Water Expert
9.	Transportation Planner
10.	Road Engineer
11.	Environment Management expert
12.	Electrical Engineer
13.	Solar Energy/ Renewable Energy Expert
14.	Health Expert
15.	Sanitation Expert
16.	Skill Development Expert
17.	Education Expert
18.	Social Development Expert / Community Engagement Expert
19.	IT cum IOT Expert
20.	Solid Waste Management Expert

Sr. No.	Support Team
1.	Auto Cad Operator
2.	Survey Manager
3.	Office Manager /Accounts Manager

1.15 Conditions of Eligibility of Applicants

1.15.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

1.15.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following (all members of consortium):

(A) Basic Eligibility Criteria:

- a. The Applicant shall be a company incorporated in India under the (Indian) Companies Act 1956/2013 or Limited Liability Partnership (LLP) incorporated in India under the Limited Liability Partnership Act, 2008. The Applicant shall be required to submit a true copy of its Incorporation Certificate along with Technical Proposal as annexure.
- b. Applicant in the case of Sole Member and Lead Member in case of a Consortium must have a valid Goods and Service Tax registration in India.
- c. The Applicant must have at least an office in India which is operational for a period of last three years or more.
- d. The Applicant should have office setup in Pune/ Pimpri Chinchwad will be preferred.

Note: Each member of the consortium shall independently qualify for all the Basic Eligibility Criteria mentioned above, unless stated otherwise.

(B) Technical Capacity:

The Applicant shall have, in the last ten years immediately preceding the Proposal Due Date (PDD) demonstrated experience in the following categories:

Note: The Applicant in case of a Sole Member or the Consortium collectively shall meet the minimum eligibility criteria.

- a. **Category 1:** Experience of operating a multiyear PMU at ULB/State/Central level in an urban area in India, of which at least one assignment shall include the implementation of a Smart City Mandate in the Round 1 and 2 cities, and where scope of work should include project appraisal support, bid process & contract management, project implementation & program management support. This category should include at **least 01 (One)** eligible assignment
- b. **Category 2:** Experience of preparing detailed project report and providing project management consultancy services for area / township / campus / business park development projects containing engineering design of Roads/Water Supply/Drainage/Sewerage/Civil Works/Landscape components, having an area more than 1000 acres, of which at least one assignment shall include DPR & PMC as part of a Smart City Mandate in the Round 1 and 2 cities, and with a minimum consultancy fee of INR 1 Crore. This category to include at **least 01 (One)** eligible assignments.
- c. **Category 3:** Experience of providing consultancy services in urban planning and design services in an urban area in India with a minimum consultancy fee of INR 1 Crore. This category to include at **least 01 (One)** eligible assignments.
- d. **Category 4:** Experience of providing consultancy services in database management and performance monitoring for an urban local body in India with a minimum population of 1 million as per Census 2011 with a minimum consultancy fee of INR 1 Crore. This category to include at **least 01 (One)** eligible assignments.

Copy of Work Order / Signed Agreement / Award Letter / Completion Certificate has to be furnished as annexure with the technical proposal signed by Competent Authority.

(C) Financial Capacity: The Applicant should have received a minimum average annual turnover from professional fee: **INR 100.00 crores** in each of the last three financial years including 2014-15, 2015-16, and 2016-17. Professional fees hereunder refer to fees received by the Applicant for providing advisory or consultancy services to its clients.

Note: Each member of the consortium shall independently qualify for Financial Capability Criteria mentioned above.

Availability of Key Personnel: The Applicant shall offer and make available all Key Personnel, meeting the requirements specified below.

Key Personnel / On Site Core Team and Off Site Expert Team –

All the proposed resources shall not be allowed to propose their candidature with two different applicants (bidders).

Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

Sr. No	Key Personnel	Estimated inputs	Qualifications and Skills	Minimum experience in years	Minimum Experience
1.	Project Manager / Construction Manager	36 months	Post-Graduation in Business Administration / Project Management / Construction Management and Graduation degree in engineering/urban planning or equivalent	15 years	Should have relevant exposure / experience of Project Management in large scale government programme in Urban Planning & Development / Infrastructure Projects/ Technology Solutions / e-Governance Should have experience of providing advisory and PMU services (DPR/RFP preparation, procurement, etc.) services in large government projects in India. Certified in Project Management certifications like PMP, Prince 2 etc. preferred
2.	Urban Planner	36 months	/Post Graduate in urban planning	10 years	Experience demonstrated by work experience in/related to formulating area plans, smart city proposals, detailed master plan, development control regulations, detailed project reports, City Development Plans, and Comprehensive

Sr. No	Key Personnel	Estimated inputs	Qualifications and Skills	Minimum experience in years	Minimum Experience
					Mobility Plan. Also, have experience in working with GIS software.
3.	Urban Designer	36 months	Post Graduate in urban design	07 years	Experience demonstrated by work experience in/related to formulation of urban design frameworks, area /township / campus design plans, streetscape design, public space design, mobility improvement plans, recreation design, and formulation of urban design guidelines. Also, have experience in working with AutoCAD and 3d simulation softwares.
4.	Civil Engineer/	36 months	Graduate in civil engineering/ Construction management	07 years	Experience demonstrated by work experience in/related to formulating block cost estimates, schedule of rates, and tender packaging for road and civil works projects.
5.	Municipal Services Specialist	36 months	Post Graduate in Management/ Infrastructure Planning / Infrastructure Engineering or equivalent	05 years	Experience in undertaking service level assessment for various municipal services and have good understanding of working of urban local bodies in delivering various services like water supply, solid waste management and sewerage services.
6.	GIS Expert	36 months	Post Graduate in Planning / Geography / or equivalent	05 years	Relevant experience in working on GIS systems and improving workflow through development of an integrated GIS databases, Experience in developing and maintaining MIS is also essential.

In addition to the Key Personnel mentioned above, the SPV will require the following sector experts. The experts mentioned below should have demonstrated work experience as sector experts in relevant

assignments in respective domains and will be responsible for guiding and supporting the core team as stated above, from time to time, as per the man month input indicated in the table below.

The Expert Team is indicated below.

Sr. No	Sector Experts	Man months	Qualifications and Skills	Minimum Experience in Years	Minimum Experience
1.	Smart City Management Expert	12	Post Graduate in Business Administration / Planning with Graduate in Engineering / Planning	15	More than 10 years of experience in managing and providing advisory/consulting services to large scale projects with Govt/State Government/ ULB (Municipal)/ government agencies/ public sector undertaking in India. Experience in managing and leading consulting services for Smart City projects in at least one city in India or abroad
2.	Project Finance cum PPP expert	06	Post-Graduation in Business Administration (Finance) / CA/CFA or equivalent	10	<ul style="list-style-type: none"> • Experience in project finance for infrastructure projects • Experience of working with Central government / State government/ ULBs (Municipal)/ government agencies/ public sector undertaking for conducting financial feasibility and project structuring of large area based development/ redevelopment projects International/Domestic experience of working on Smart City Proposals/Projects
3.	Urban Planner/Urban Designer	09	Post-Graduation in Urban Planning / Design / Urban development studies/ Urban Management Studies	10	<ul style="list-style-type: none"> • More than 10 years of experience in working on urban planning projects in India and abroad • Minimum 03 years of international exposure in urban planning and design experience in place making and working on urban renewal projects
4.	Landscape Architect	06	Graduate Degree in Architecture and Post Graduate Degree in	10	Should have worked on relevant area of expertise in at-least 2 relevant

Sr. No	Sector Experts	Man months	Qualifications and Skills	Minimum Experience in Years	Minimum Experience
			Landscape		<p>projects</p> <p>Exposure in planning, designing for all River Front Development projects. Conceptualizing, Planning, designing, including knowledge of species of plants.</p> <p>Experience in -</p> <ul style="list-style-type: none"> • Execution and monitoring of green spaces development projects including preparation of tender documents. • Appraisal of DPRs for development of green spaces • Foot path and Cycle Tracks • Improvement of gardens, parks and open spaces
5.	Architect	06	B.Arch/M.Arch	10	<p>Experience in design, management and supervision of public amenities such as indoor cum outdoor sports facilities, health & education related amenities, etc.</p>
6.	Civil Engineer	12	Post Graduate in Civil Engineering	10	<p>Should have worked on relevant area of expertise in at-least 2 relevant projects</p> <ul style="list-style-type: none"> • Exposure in planning, monitoring, supervision and issuance of GFC drawings, QA & QC, safety measurement & bills
7.	Drainage Expert	06	Post Graduate Civil Engineer/ Environmental engineering	10	<ul style="list-style-type: none"> • 10 years' experience in drainage network designs and construction. • Experience in drainage network construction. • Experience in Rain water harvesting schemes, <p>Knowledge of preparation</p>

Sr. No	Sector Experts	Man months	Qualifications and Skills	Minimum Experience in Years	Minimum Experience
					of drainage master plan
8.	Water Supply & Waste Water Expert	06	Degree in Civil Engineering with Post Graduation in PHE / Environment Engineering	10	<ul style="list-style-type: none"> • 10 years' experience in water supply projects • Design and restructuring of water supply / distribution network projects • Experience in water sourcing, planning & management of water supply and waste water projects including recycling and reuse of waste water and rainwater harvesting <p>Experience in Operation & Maintenance of Urban Water Supply schemes.</p>
9.	Transportation Planner	06	Master's Degree in Urban Transportation Planning/ Transportation Engineering/ Highway Engineering/ Highway Planning	10	<ul style="list-style-type: none"> • 10 years of experience in the area of Urban Transport Planning • Experience in city Mobility Plan preparation, Transit Oriented Development (TOD) • Minimum 03 years of international exposure in Technology related urban transport led projects.
10.	Road Engineer	12	Post Graduate in Civil Engineering	10	<p>Should have worked on relevant area of expertise in at-least 3 similar projects</p> <p>Experience in road engineering designs, Road contract management and performance monitoring of the contractors during and after execution</p> <ul style="list-style-type: none"> • Exposure to Integrated Road Redesign and allied services of Arterial Roads and Road surfacing, Ducting for Cables & pipelines.
11.	Environment Management expert	06	Postgraduate in Environmental Planning /	10	<ul style="list-style-type: none"> • 10 years' experience in conducting EIA, environment modelling &

Sr. No	Sector Experts	Man months	Qualifications and Skills	Minimum Experience in Years	Minimum Experience
			Engineering /Environmental Sciences		preparing Environmental Management plans, Clean Development mechanism
12.	Electrical Engineer	06	Post Graduate in Electrical Engineering	10	<p>Should have worked on relevant area of expertise in at-least 2 relevant projects such as electrical equipment, plants, utilities etc.</p> <ul style="list-style-type: none"> Exposure to supervision of works related to electrical equipment, plant & utility, Street lighting facility, Power Distribution improvement through substations and allied infrastructure like Cabling
13.	Solar Energy/ Renewable Energy Expert	06	Post Graduate in Electrical/ Power Engineering / related sector	10	<ul style="list-style-type: none"> 10 years' experience in power projects viz., planning/designing for power generation, transmission and distribution
14.	Health Expert	03	MMBS or equivalent degree related to nursing / healthcare	10	<ul style="list-style-type: none"> 10 years' relevant experience in practise of medicine. Experience in public health institutions will be preferred
15.	Sanitation Expert	03	Degree / Post graduation in Urban Planning / Public Health Engineering / Environmental Engineering	10	<ul style="list-style-type: none"> 10 of relevant experience in preapring sewerage / sanitation master plans for cities
16.	Skill Development Expert	03	Degree in Economic or business administration	10	<ul style="list-style-type: none"> 10 years of experience relevant to the requirements of the TOR
17.	Education Expert	03	Degree in education / relevant streams	10	<ul style="list-style-type: none"> 10 years of experience in managing educational institutes / publically funded educational programmes / experience relevant to the requirements of the TOR
18.	Social Development Expert /	06	Master's Degree or equivalent in social development disciplines	10	<ul style="list-style-type: none"> 10 years' experience in Urban Poverty Alleviation.

Sr. No	Sector Experts	Man months	Qualifications and Skills	Minimum Experience in Years	Minimum Experience
	Community Engagement Expert				<ul style="list-style-type: none"> community engagement / community mobilization/
19.	ICT cum IOT expert	12	Post Graduate or BE/B. Tech in Information Technology / Computers / Electronics Engineering	10	<ul style="list-style-type: none"> Minimum 10 years of experience in working in Technology led projects with at least 7 years of experience in IOT led interventions covering various facets of technology and ICT based smart solutions. Minimum 5 years of experience in working with the Govt/State Government/ ULB (Municipal)/ government agencies/ public sector undertaking or similar institutions for designing and implementation of e-governance projects Experience in developing and maintaining MIS is also essential.

SUPPORT STAFF:

Sr. No	Key Personnel	Estimated inputs in Man Month
a.	Auto Cad Operator (1 Nos.)	36
b.	Survey Manager	36
c.	Office Manager /Accounts Manager	36

Note:- The Applicant may add any additional resource category man months effort (with adequate details) in the proposed Team Composition Form (towards the end of the table), that an Applicant feel is required to fulfil the RFP obligations (ToR) in totality and shall provide a single lump sum cost, in its financial bid, for such additional resources man month efforts.

The Applicant shall be responsible to submit the CV's with proof of education and experience certificates for all the proposed positions, which are considered as part of technical evaluation, before mobilization to the project location.

1.15.3 The Applicant shall enclose with its Proposal, certificate(s) from a Chartered Accounting firm stating its annual turnover from professional fees during each of the past three financial years preceding the PDD.

1.15.4 The Applicant should submit a Power of Attorney as per the format at Form - 4 of Appendix-I; provided, however, that such Power of Attorney would not be required if the Proposal is signed by a partner or Director (on the Board of Directors) of the Applicant

- 1.15.5** Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 1.15.6** The applicant shall submit the assignment work orders or client certificates as documentary evidence of the eligible assignments for which the Applicant is claiming credit for basic eligibility criteria and evaluation under this RFP.
- 1.15.7** An Applicant during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.
- 1.15.8** While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the requested information.

1.16 Conflict of Interest –

- 1.16.1** An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 1.16.2** The Authority requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- 1.16.3** An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- a) the Applicant, or Associates (or any constituent thereof) and any other Applicant or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

Where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other

- i. person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

- ii. subject always to Sub-clause (i) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause (ii) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- b) a constituent of such Applicant is also a constituent of another Applicant; or
- c) such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- d) such Applicant has the same legal representative for purposes of this Proposal as any other Applicant; or
- e) such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Proposal of either or each of the other Applicant; or
- f) There is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 1.16.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- h) the Applicant, its Member or Associate (or any constituent thereof), and the Applicant or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the Applicant or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4 A of the Companies Act 1956. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Applicant (the "Associate"); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. As used in this definition, the expression "control" means, with respect to a person which is a company or

corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

1.16.4 An Applicant eventually appointed to provide Consultancy for this Project, its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof..

1.17 Number of Proposals

No Applicant and consortium member, if any, shall submit more than one Proposal for the Consultancy. .

1.18 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

1.19 Visit to the Authority and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the office of the Authority and ascertaining for themselves the availability of documents and other data with the Authority, Applicable Laws and regulations or any other matter considered relevant by them.

1.20 Acknowledgement by Applicant

1.20.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the Authority;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to in Clause 1.19 above;
- d) satisfied itself about all matters, things and information, including matters referred to in Clause 1.19 herein above, necessary and required for submitting an informed Proposal and performance of all of its obligations thereunder;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) agreed to be bound by the undertaking provided by it under and in terms hereof.

1.20.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by

the Authority.

1.21 Right to reject any or all Proposals

1.21.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

1.21.2 Without prejudice to the generality of Clause 1.21.1, the Authority reserves the right to reject any proposal if:

- a) at any time, a material misrepresentation is made or discovered, or
- b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

B. DOCUMENTS**1.22 Contents of the RFP**

1.22.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 1.24:

Request for Proposal

1. Introduction
2. Instructions to Applicants
3. Criteria for evaluation
4. Fraud and corrupt practices
5. Pre-proposal Conference
6. Miscellaneous

Schedules

1. Schedule 1 – Terms of Reference
2. Schedule 2 - Form of Agreement
3. Guidance Note on Conflict of Interest
4. Appendices

APPENDIX-I: TECHNICAL PROPOSAL

Form 1 : Letter of Proposal

Form 2 : Particulars of the Applicant

Form 3 : Statement of Legal Capacity

Form 4 : Power of Attorney

Form 5 : Financial Capacity of the Applicant

Form 6 : Description of Approach, Methodology, and Work plan

Form 7 : Team Composition, Assignment and Key Expert's Inputs

Form 8 : Particulars of Key Personnel

Form 9 : Abstract of Eligible Assignments of the Applicant

Form 10: Eligible Assignments of Applicant

Form 11: CVs of Professional Personnel

Form 12: Proposal for Sub-consultant(s)

APPENDIX-II: FINANCIAL PROPOSAL

Form 1 : Covering Letter

Form 2 : Financial Proposal

Form 3 : Breakdown of remuneration

1.23 Clarifications

1.23.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by speed post/ courier/ special messenger or by e-mail so as to reach before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

**“Queries concerning RFP for Project Management Unit for Pimpri-Chinchwad
Smart City Mission”**

The Authority shall endeavour to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The Authority’s responses will be sent by e-mail. The Authority will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

1.23.2 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 1.23 shall be construed as obliging the Authority to respond to any question or to provide any clarification.

1.24 Amendment of RFP

1.24.1 At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail.

1.24.2 All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

1.24.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the PDD.

C. PREPARATION AND SUBMISSION OF PROPOSAL

1.25 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

1.26 Format and signing of Proposal

1.26.1 The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects. The proposals shall be submitted online.

1.26.2 The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP).

1.26.3 The Proposal shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page. In case of printed and published Documents, all the pages shall be initialled. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorised representative (the “**Authorised Representative**”) as detailed below:

- a) by the proprietor, in case of a proprietary firm; or
- b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- c) by a duly authorised person holding the Power of Attorney, in case of a Limited Company or a corporation.

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal (if required).

1.26.4 Applicants should note the PDD, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 1.30.1. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

1.27 Technical Proposal

1.27.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”).

1.27.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- a) The Earnest Money Deposit (EMD) is provided as per the provisions laid down at Clause 1.32;
- b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- c) Power of attorney, if applicable, is executed as per Applicable Laws;

- d) CVs of all Key Personnel and sector experts (Expert Team) have been included with educational qualification and experience certificate;
- e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 1.15.2 (D) of the RFP;
- f) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- g) CVs have been recently signed and dated, by the Applicant.(Scanned copy of the same is also permissible)
- h) CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- i) Key Personnel proposed have good working knowledge of English and Hindi language;
- j) Key Personnel would be available for the period indicated in the TOR;
- k) No Key Personnel should have attained the age of 70 years at the time of submitting the proposal; and
- l) The proposal is responsive in terms of Clause 1.35.3.

1.27.3 Failure to comply with the requirements spelt out in this Clause 1.27 shall make the Proposal liable to be rejected.

1.27.4 If an individual Key Personnel makes a false statement regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Authority for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.

1.27.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

1.27.6 **The proposed team shall include key and sector experts (Expert Team) (the “Professional Personnel”) in their respective areas of expertise** such that the Consultant should be able to complete the Consultancy within the specified time schedule. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful completion of this Consultancy. The CV of each such professional personnel, if any, should also be submitted in the format at APPENDIX-I - FORM- of Appendix-I.

1.27.7 An Applicant may, from time to time, if it considers necessary with prior written approval from the authority, propose suitable Sub-Consultants in specific areas of expertise (where applicable). Credentials of such Sub-Consultants should be submitted by the Applicant in Note.

1.27.8 Use separate form for each Key Personnel and each Sector Expert.

1. Each page of the CV shall be signed in ink by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.
2. All CVs shall be signed by ink by the respective proposed personnel at the time of execution of the agreement
3. Each Key Expert CV shall not exceed 5 pages and sector expert CV shall not exceed 3 pages.
4. All CVs should be with proof of educational qualification and experience certificates.

1.27.9 The Applicant, shall not substitute any Key Personnel without prior consent of the Authority.

1.27.10 The Authority 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

Authority to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

1.27.11 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Consultant either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

1.28 Financial Proposal

1.28.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the "Financial Proposal") clearly indicating the total cost of the Consultancy (Item F of Form-2 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

1.28.2 While submitting the Financial Proposal, the Applicant shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal including Goods and Service Tax. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iii) Costs (including break down of costs) shall be expressed in INR.

1.29 Submission of Proposal

1.29.1 The Applicants shall submit the Technical and Financial Proposal online as per the date and time mentioned in Clause 1.8.

1.29.2 Digitally Signed /scanned & signed copy of "Technical Proposal" and "Financial Proposal" shall be uploaded in the prescribed format and supporting documents along with Earnest Money Deposit (EMD) as mentioned in the RFP Clause.

1.29.3 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms

must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

- 1.29.4** The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Consultant under the Agreement.

1.30 Proposal Due Date

- 1.30.1** Proposal should be submitted on the PDD specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

- 1.30.2** The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 1.24 uniformly for all Applicants.

1.31 Late Proposals

Proposals received by the Authority after the specified time on PDD shall not be eligible for consideration and shall be summarily rejected.

1.32 Modification/ substitution/ withdrawal of Proposals

- 1.32.1** The Applicant may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the Authority prior to PDD. No Proposal shall be modified, substituted, or withdrawn by the Applicant on or after the PDD.

- 1.32.2** The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 1.29, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

- 1.32.3** Any alteration / modification in the Proposal or additional information or material supplied subsequent to the PDD, unless the same has been expressly sought for by the Authority, shall be disregarded.

1.33 Earnest Money Deposit (EMD)

- 1.33.1** The Applicant shall furnish as part of its Proposal, Earnest Money Deposit (EMD) of Rs. 20,62,800/- (Rupees Twenty Lakhs Sixty Two Thousand Eight Hundred Only) only through the e-tendering system of PCMC returnable not later than 60 (sixty) days from PDD except in case of the two highest ranked Applicants as required in Clause 1.37.1, also, the scanned copy of the same to be submitted online by the applicant as part of the bid. However, Applicant is also required to submit the hard copy (originals) of Earnest Money Deposit (EMD) within four days of online submission of the bid.

- 1.33.2** In the event that the first ranked Applicant commences the assignment, the second ranked Applicant, who has been kept in reserve, shall be returned its Earnest Money Deposit (EMD) forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Applicant's Earnest Money Deposit (EMD) shall be returned, upon the Applicant signing the Agreement and completing the Deliverables assigned to it for the first 2 (two) months of the Consultancy in accordance with the provisions thereof

- 1.33.3** Any Bid not accompanied by Earnest Money Deposit (EMD) shall be rejected by the Authority as non-responsive.
- 1.33.4** The Authority shall not be liable to pay any interest on Earnest Money Deposit (EMD) and the same shall be interest free.
- 1.33.5** The Applicant, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, Earnest Money Deposit (EMD), if available, shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- a) If an Applicant engages in any of the Prohibited Practices specified in this RFP;
 - b) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
 - c) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required vide Clause 1.38.1;
 - d) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses 1.41 and 1.42 respectively; or
 - e) If the Applicant is found to have a Conflict of Interest as specified in Clause 1.16; and
 - f) If the selected Applicant commits a breach of the Agreement.

1.34 Performance Security

- 1.34.1** The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security in the form of bank guarantee shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:
- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 3.1 of this RFP;
 - (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 1.15; and
 - (c) if the selected Applicant commits a breach of the Agreement
- 1.34.2** An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause, which may be forfeited and appropriated in accordance with the provisions hereof. And the Applicant should submit a Fixed Deposit Receipt for the period of three years as Performance Security.

D. EVALUATION PROCESS

1.35 Evaluation of Proposals

- 1.35.1** The Authority shall open the Proposals through e-procurement system on the PDD at the place and time specified in Clause 1.8, and in the presence of the Applicants who choose to attend.
- 1.35.2** Proposals for which a notice of withdrawal has been submitted in accordance with Clause 1.32 shall not be opened.
- 1.35.3** Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- a) the Technical Proposal is received in the form specified at Appendix-I;
 - b) it is received by the PDD including any extension thereof pursuant to Clause 1.30;
 - c) it is signed, sealed, as stipulated in Clauses 1.26 and 1.29;
 - d) it is accompanied by the Power of Attorney as specified in Clause 1.14.4;
 - e) it contains all the information (complete in all respects) as requested in the RFP;
 - f) it does not contain any condition or qualification; and
 - g) it is not non-responsive in terms hereof.
- 1.35.4** The Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- 1.35.5** The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified in this RFP and the criteria set out in Section 3 of this RFP.
- 1.35.6** After the technical evaluation, the Authority shall prepare a list of qualified Applicants for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 2.2 and 2.3.
- 1.35.7** Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

1.36 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

1.37 Clarifications

- 1.37.1** To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 1.37.2** If an Applicant does not provide clarifications sought under Clause 1.37.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. APPOINTMENT OF CONSULTANT

1.38 Negotiations

1.38.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% (seventy per cent) marks as required under Clause 2.1.1 shall be replaced by the Applicant with a better candidate to the satisfaction of the Authority. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

1.38.2 The Authority will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

1.38.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Selected Applicant to the satisfaction of the Authority.

1.38.4 Substitution of Key Personnel

1.38.4.1 The Authority will not normally consider any request of the Selected Applicant for substitution of the Key Personnel as the ranking of the Applicant is based on the evaluation of the Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Key Personnel is not available for reasons of any incapacity or due to health, reasons beyond the control of the Applicant, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Decision of the Authority in this regard will be final.

1.38.4.2 The Authority expects the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health, reasons beyond the control of the Applicant, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority.

Substitution of the Project Manager will not normally be considered during the implementation of the Agreement, except in exceptional circumstances subject to approval of the purchaser, and may lead to disqualification of the Applicant or termination of the Agreement.

1.39 Indemnity

The consultant shall maintain professional indemnity insurance only. Such professional indemnity insurance cover for consultant's professional business up to an appropriate level sufficient for the purposes of this engagement

1.40 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 07 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may,

unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

1.41 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the prescribed period. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

1.42 Commencement of Assignment

The Consultant shall commence the Consultancy within seven days of the date of the Agreement, or such other date as may be mutually agreed. The Consultant shall also be responsible for providing laptop and internet connectivity (data card services) to all its resources at its own cost. If the Consultant fails to either sign the Agreement as specified in Clause 1.41 or commence the assignment as specified herein, the Authority may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled /terminated.

1.43 Proprietary data

Subject to the provisions of Clause 1.36, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Authority in relation to the Consultancy shall be the property of the Authority.

2 CRITERIA FOR EVALUATION

2.1 Evaluation of Technical Proposals

2.1.1 The Authority intends that the PMU shall showcase expertise and experience on assignments and operates as per leading practices for the development of the ABD & Pan City projects. With this objective, the technical evaluation of the bids would be carried out by applying the evaluation criteria specified below.

In the first stage, the Technical Proposal will be evaluated on the basis of basic eligibility criteria, Applicant's experience, financial capacity, and the experience of Key Personnel & expert team and Proposed Approach and Methodology. Only those Applicants whose Technical Proposals get a score of 70 (seventy) marks or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST). These applicants scoring minimum of 70 and above marks will be technically qualified for opening of financial bids.

2.1.2 The evaluation criteria to be used for evaluation shall be as follows:

Sr. No.	Conditions of Eligibility of Applicants	Marks
i.	<p>The Applicant shall have, in the last ten years immediately preceding the Proposal Due Date (PDD) demonstrated experience in the following categories:</p> <p>Applicant's experience (Maximum 30 marks):</p> <p>a. Category 1: Experience of operating a multiyear PMU at ULB/State/Central level in an urban area in India, of which at least one assignment shall include the implementation of a Smart City Mandate in the Round 1 and 2 cities, and where scope of work should include project appraisal support, bid process & contract management, project implementation & program management support.</p> <p>b. Category 2: Experience of preparing detailed project report and providing project management consultancy services for area / township / campus / business park development projects containing engineering design of Roads/Water Supply/Drainage/Sewerage/Civil Works/Landscape components, having an area more than 1000 acres, of which at least one assignment shall include DPR & PMC as part of a Smart City Mandate in the Round 1 and 2 cities, and with a minimum consultancy fee of INR 1 Crore.</p> <p>c. Category 3: Experience of providing consultancy services in urban planning</p>	<p>a. Category 1:</p> <ul style="list-style-type: none"> • 1 Project – 2 Marks • 2 Projects – 5 Marks • 3 Projects – 8 Marks <p>b. Category 2:</p> <ul style="list-style-type: none"> • 1 Project – 2 Marks • 2 Projects – 5 Marks • 3 Projects – 8 Marks <p>c. Category 3:</p> <ul style="list-style-type: none"> • 1 Project – 2 Marks • 2 Projects – 5 Marks • 3 Projects – 8 Marks <p>d. Category 4:</p> <ul style="list-style-type: none"> • 1 Project – 2 Marks • 2 Projects – 4 Marks • 3 Projects – 6 Marks

Sr. No.	Conditions of Eligibility of Applicants	Marks
	<p>and design services in an urban area in India with a minimum consultancy fee of INR 1 Crore.</p> <p>d. Category 4: Experience of providing consultancy services in database management and performance monitoring for an urban local body in India with a minimum population of 1 million as per Census 2011 with a minimum consultancy fee of INR 1 Crore.</p>	
II.	<p>Experience of the Key Personnel and Expert Team (Maximum 50 marks)</p>	<p>a. Educational Qualification – 10%</p> <p>i. Meets minimum qualification - 5%</p> <p>ii. Additional relevant qualification (only additional post graduate degree or doctorate) – 5%</p> <p>b. Number of years of experience – 15%</p> <p>i. Meets minimum number of years of experience – 10%</p> <p>ii. Any additional number of years of experience maximum upto 5 years (1% marks for each year) – 5%</p> <p>c. Experience relevant to requirements under terms of reference – 75%</p> <p>Marks for Key Personnel (Maximum 24 marks):</p> <p>1. Project Manager / Construction Manager – 5 marks</p> <p>2. Urban Planner – 4 marks</p> <p>3. Urban Designer – 4 marks</p> <p>4. Civil Engineer – 4 marks</p> <p>5. Municipal Services Specialist / Infrastructure Engineer -4 marks</p> <p>6. GIS Expert – 4 marks</p> <p>Marks for Expert Team: (Maximum 25 marks)</p> <p>1. Smart City Management Expert – 5 marks</p> <p>2. Project Finance cum PPP expert – 4 marks</p> <p>3. Urban Planner/ Urban Designer – 4 marks</p> <p>4. Landscape Architect – 4 marks</p> <p>5. Transportation Planner – 4 marks</p> <p>6. Civil Engineer– 4 marks</p> <p>Expert Team required for eligibility but not for scoring</p>

Sr. No.	Conditions of Eligibility of Applicants	Marks
		1. Architect – 4 marks 2. Hydraulic / Drainage Expert 3. Water Supply & Waste Water Expert 4. Road Engineer 5. Environment Management expert 6. Electrical Engineer 7. Solar Energy/ Renewable Energy Expert 8. Health Expert 9. Sanitation Expert 10. Skill Development Expert 11. Education Expert 12. Social Development Expert / Community Engagement Expert 13. IT Expert 14. SWM Expert
III.	<p>Proposed Approach and Methodology (Maximum 20 marks)</p> <p>Adequacy and quality of the proposed methodology, and work plan in responding to the terms of Reference (TORs).</p> <p>Showcasing firms capability in establishing Project Management Unit in managing large scale projects and Key Differentiating Factors</p>	<p>Technical Presentation including methodology, work plan, staffing, understanding of the assignment, suggested innovative ideas applicable to the project - 20 marks</p>
	Sum Total	100 marks

2.2 Evaluation of Financial Proposal

2.2.1 In the second stage, the financial evaluation will be carried out as per this Clause 2.3. Each Financial Proposal will be assigned a Financial Score (SF) as specified in Clause 2.2.3.

2.2.2 For financial evaluation, the total cost indicated in the Financial Proposal as specified in Form -2 of Appendix-II, will be considered.

2.2.3 The Authority will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

(F = amount of Financial Proposal)

2.3 Combined and Final Evaluation

2.3.1 The final evaluation will follow the Quality- and Cost-Based Selection (QCBS) method wherein the total score is calculated by weighting the technical and financial scores and adding them as per the formula below. Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows. The Consultant achieving the highest combined technical and financial score will be invited for negotiations:

$$S = S_T \times T_w + S_F \times F_w$$

S_T = Technical Score achieved out of 100

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.80 and 0.20 respectively.

2.3.2 The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 1.38, 1.41 and 1.42, as the case may be.

3 FRAUD AND CORRUPT PRACTICES

- 4.1. The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority 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 Authority 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.
- 4.2. Without prejudice to the rights of the Authority under Clause 3.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising thereof, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
 - b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any

manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4 PRE-PROPOSAL CONFERENCE

- 4.1. Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place as per Clause 1.8. Only those Applicants, who have purchased the RFP document or downloaded the same from the Official Website of the Authority, shall be allowed to participate in the Pre-Proposal Conference. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 4.2. During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

5 MISCELLANEOUS

- 6.1. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Pune shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Applicant in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 6.3. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.4. All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 6.5. The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

SCHEDULES

6 SCHEDULE 1 – TERMS OF REFERENCE

6.1 Background

Government of India (GoI) has announced the list of 30 cities to be taken up for development as smart cities in round three of the Smart Cities Mission, which included Pimpri-Chinchwad. Like the round 1 and round 2 cities, the round three cities have to now move towards converting their plan proposals to projects. Pimpri-Chinchwad's smart city proposal's (SCP) area-based development (ABD) & selected pan city components cover a wide range of sectors including livability, streetscape design, urban design, landscape design, transportation/mobility, infrastructure & environmental services, water supply, solid waste management, energy and solar, sanitation, e-Governance, healthcare & education, employment & skill building, security & surveillance, communication & digital infrastructure, etc.

As part of the SCP, the city of Pimpri-Chinchwad has set its vision for smart city as follows: "Redefining Pimpri-Chinchwad". This vision has been expressed in the form of the following goals:

Goal 1: Re-connecting Neighborhoods

- 1.1 **Connected Streets** - To achieve an organized and attractive streetscape which is universally accessible and NMT friendly
- 1.2 **Connected Parks** - To develop open spaces which serve as a green cover and also attract fitness, leisure, educational, cultural and entertainment activities
- 1.3 **Connected Systems** - To promote a localized approach to resolving water & waste related issues
- 1.4 **Connected People** - To re-vitalize social amenities which cater to demand of the citizens while maintaining inclusive access

Goal 2: Re-energizing City-Governance

- 2.1 **Citizen PCMC interactions** - To promote active two-way communications between citizens and PCMC to ensure that grievances are redressed in a timely manner and citizen engagement is continuous.
- 2.2 **Municipal Communications** - To develop resilient and secure communication networks which will allow PCMC to maximize its IT initiatives
- 2.3 **Municipal Administrative Operations** - To improve efficiency of internal process' to ensure zero file pendency.
- 2.4 **Internal Data Sharing** - To promote seamless sharing of up-to-date information between PCMC departments
- 2.5 **Informed Decision-making** - To make available metrics which encourage evidence-based decision-making culture

Goal 3: Re-linking Mobility Networks

- 3.1 **City Traffic** - To adopt a pro-active measure towards supporting the traffic police in managing city traffic
- 3.2 **Parking** - To introduce the concept of paid parking and reduce cruise time by providing information to citizens
- 3.3 **Non-Motorized Transport and Pedestrians** - To promote use of cycling in the city

Goal 4: Re-thinking Environmental Systems

- 4.1 **Performance oriented management** - To make available models and metric which allow for a data-driven approach towards effectiveness and efficiency in water supply and sewage operations
- 4.2 **Energy efficiency in operations** - To improve energy efficiency of utility and street-lighting through prudent operations and use of energy-efficient fixtures
- 4.3 **Sanitary public spaces** - To maintain ODF status by ensuring availability of public toilets within walking distance at all important public places.

Goal 5: Re-investing in Social Development

- 5.1 **Municipal School Teaching** - To provide world-class yet affordable education
- 5.2 **Municipal School Attendance** - To improve attendance in municipal school pupils through improved health of the children
- 5.3 **Citizen Health Improvement** - To ensure proper documentation of medical histories of citizens
- 5.4 **Arts and Culture** - To promote usage of city's auditoriums through active programming

Goal 6: Re-vitalizing Local Economic Development

- 6.1 **Ease of Doing Business** - To improve ease of setting up business in PCMC through single window assistance in obtaining permissions
- 6.2 **Start-ups** - To create an enabling eco-system for start-ups through public access to data and availability of office space at affordable rates
- 6.3 **Labour Market** - To ensure supply of skilled labour through industry-tailored curriculum at ITIs.

Basis this vision, Pimpri-Chinchwad's proposed ABD & selected Pan City components of the SCP are now required to be operationalized into on-ground projects/interventions. To enable operationalization, consulting inputs are required for by the Pimpri-Chinchwad Smart City Limited (PCSCCL).

6.2 Objective of the Assignment

The objective of this consulting assignment is to establish a project management unit (PMU) to pursue the following four functions:

1. To facilitate institutional development of the SPV & preparation of master project schedule and business plan for the SPV
2. To design & develop, manage, implement, and oversee area-based development & selected pan city components under the Smart City Mission (SCM) in Pimpri-Chinchwad
3. To adapt innovations and identify smart solutions to implement the projects.
4. To coordinate for integration of all convergence projects with the Smart City Project.
5. To provide project management, monitoring and evaluation services to PCSCCL

6.3 Scope of Services

Projects identified under Pimpri-Chinchwad SCP require diverse skill sets and cross-sectoral expertise for project implementation. Further, project implementation ought to be done in an integrated and well-coordinated manner.

Under the PMU, the Consultant shall provide assistance and advice to PCSCL in planning & designing, procurement, implementation, project management, co-ordination with various line departments, and institutional development of the SPV to facilitate timely implementation of the ABD & selected Pan City components in the identified in the Smart City proposal.

The scope of PMU under the proposed mission will be divided into three broad components namely

- (i) Institutional Development & Preparation of Business Plan & Program Management Schedule for the SPV
- (ii) Design, Development, Implementation & Project Management of the ABD components
- (iii) Conceptualization and operationalization / deployment support of the selected Pan City components
- (iv) Programme Management & Monitoring support

Under this assignment the consultant is required to review projects identified by the PCSCL as part of its Smart City Proposal can be downloaded from the website of Smart City mission. The projects identified in the Smart City proposal are to be vetted in consultation with stakeholders with regard to the technical and economic feasibility and sustainability etc. Therefore projects may change so as to align and adapt with mission objective in consultation with the stakeholders/employer. For the ABD projects, 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 and any other project which may be envisaged for making city smart. For the selected Pan City components, the PMU shall assist SPV in conceptualization, system design, and operationalization of the selected digitally enabled Pan City projects

The PMU shall also assist the Pimpri-Chinchwad Smart City Limited (PCSCL) in monitoring of the work of implementing agencies and shall be responsible for overall management and delivery of the project.

The PMU's scope of work will involve implementing the following components of the Smart City Proposal which have been structured into modules:

Module 1: Facilitation of the Institutional Development of the SPV, Preparation of the Project Development Schedule and Business Plan for the SPV, Programme Management & Monitoring Support

Module 2: Design, Development, Implementation & Project Management Area-based development: This will include all projects forming part of the area-based development component as tabulated below.

A1 Connected Streets	
• Street-scaping	Street design and implementation
• Junction Improvement	Street design and implementation
• Accessibility Improvements to BRTS stations	Subway design and implementation
• BRTS stops and Bus stops Improvement	Bus/BRTS stops design and implementation
• Multi-modal integration at Kasarvadi Railway, BRTS and Mero Stations	Pedestrian interchange design and implementation
• Transit Oriented Development	Design and implementation
• Parking management	Parking master plan and integration with city wide parking master plan
• Shifting electric cables underground	Design and implementation
A2 Connected Parks	
• Major Parks Redevelopment	Landscape design and implementation
• Playground Improvement	Landscape design and implementation
• Urban forestry	Planting Master Plan and implementation
• Beautification of space under flyover	Landscape design and implementation

A3 Connected Systems	
• Storm water drainage development	Design and implementation
• Sewerage network improvement	Design and implementation
• Recycling of waste water	Design and implementation
• Solar power generation	Design and implementation
• Community level composting	Design, implementation & management
• Community level rainwater harvesting	Design and implementation & management
A4 Connected People	
• Refurbishment of sports and educational facilities	Architectural design and implementation
• Hawking zone development	Hawking master plan, design and implementation
• Retrofitting municipal hospital	Architectural design and implementation
• Installation of public e-toilets (30 no's)	Public toilet master plan, convergence with Swachh Bharat mission, design and implementation
• Development of vegetable market	Design and implementation

Module 3: Conceptualization and operationalization / deployment support of the Pan City components

This will include a few selected projects from the pan-city development component of the Smart City proposal for Pimpri Chinchwad, as tabulated below.

Response Package	
• GIS-enabled Enterprise Resource Planning	Conceptualization of the integrated GIS-based database & workflow management system, and system operationalization and deployment support
• Municipal Service Level Benchmarking	Conceptualization of the SLB and system operationalization and deployment support
• Auditorium Control and Broadcasting Facility	conceptualization of the programme and deployment of digital facility
Outdoor Package	
• Public E-toilets	City wide public toilet master plan and installations
• Unique Smart Addressing	Master Plan and system deployment
Transit Package	
• Bicycle Sharing	NMT master plan & conceptualization of the bicycle sharing program with system operationalization and deployment support
Business & Employment Package	
• Skill Development Centers	Skill development strategy & program conceptualization with system operationalization and deployment support
• Start-Up Incubation Centers	Conceptualization of the incubation program with system operationalization and deployment support
• Establishment Licensing	System development, operationalization and deployment support
Social Package	
• Municipal E-Classrooms	Conceptualization of the E-classroom program with system operationalization and deployment support
• School Health Monitoring	Conceptualization of the School health monitoring program with system operationalization and deployment support

6.4 Detailed Scope of Work:

Module 1: Facilitate Institutional Development of the SPV, Preparation of the Project Development Schedule and Business Plan for the SPV, Programme Management & Monitoring Support

The PMU shall initially mobilize the key personnel team following notice to proceed to set up project office along with equipment and peripherals and then mobilize further manpower as per requirement for each module.

Institutional development and strengthening will be a key consulting input to the SPV's functioning. The SPV would require robustness as well as flexibility of functioning to be able to implement ABD protects in an effective and timely manner. This robustness and flexibility will be lent by a defined organizational

framework, institutional policies and guidelines, and a performance monitoring mechanism. In this context, the PMU's scope of work shall include:

- Assist the SPV in recruitment and capacity building for the SPV's employees.
- Assist the SPV to define/review the SPV's organizational policies including Human Resource policy and draft code of conduct for employees, vendors/contractors/service providers/design and supervision consultants.
- Assist the SPV in empanelment of vendors/contractors/service providers/design and supervision consultants.
- Supervise the development/drafting of procurement manuals, governance structure, and financial reporting mechanisms of the SPV.
- Prepare the strategy and framework for citizen engagement and mass communication, and ensure compliance with smart city mission guidelines in this regard of all stakeholders of ABD & selected Pan City components.
- Provide knowledge support to SPV in organizing workshops, events, and other such events for both knowledge sourcing and dissemination.
- Support the SPV in engaging knowledge partners to include national and international academic and research institutions, experts, specialists, think-tanks, and other relevant organizations that build and strengthen the SPV's capacities to consistently implement and showcase the ABD projects.
- Prepare a Project Development Schedule for the SPV which includes a review and updation of the SCP projects, packaging / bundling of the projects into different project packages, developing a master schedule for project implementation
- Assist PCSCCL in preparing a business plan and raising, regulating, utilizing, and managing various funds and grants allocated by various bodies/schemes to the SPV and simultaneously manage accessing of funds by the SPV from other sources including debt, user charges, taxes, tolls, surcharge and others, Prepare the PCSCCL's future cash flow statement for the next five years to identify annual or quarterly funding requirements
- Establish and operate a performance monitoring method for both, the PMU as well as the SPV. In this, the PMU shall be responsible to develop a monitoring scale of agreed parameters of tasks or activities of the PMU and the SPV. The PMU would develop bi-monthly and quarterly reports on tasks accomplished by itself and the SPV to be able to differentiate performance and develop future activity plans basis these monitoring reports. The objective would be to make the functioning of the PMU and the SPV efficient and accountable.

6.4.1 Module 2: Assist PCSCCL (SPV) to develop, manage, implement, and oversee Area-Based Development projects:

The PMU's scope of work shall include:

Task 1: Project Management:

- From the projects identified under the ABD section of the Pimpri-Chinchwad SCP, the PMU shall be responsible to sequence and/or group/cluster the implementation (under functional heads, as required) of the projects in a logical manner and such that the implementation plan and sequencing of projects would cause minimal disruption to daily life in the identified area, during implementation.
- Prepare timeline-based procurement and implementation plans for the ABD & selected Pan City components.
- Assist the SPVPCSCCL in identifying key stakeholders, (such as from elected representatives, eminent persons, sector experts, RWAs, market associations, government entities, institutions, etc., etc.) and

conducting regular meetings to discuss progress and issues related to smart city projects, and prepare minutes for recording and circulation;

- Establish a project MIS which would include all necessary records and the procedures of maintaining/updating such records for each package and for the entire project.
- Develop and implement procedure for timely payments to the contractors and monitor for compliance;
- Monitor implementation of mitigation measures for the project, and update the Plan as per requirement.
- Review the project costs and financing plan/project financing options for each project and assess the need for additional fundraising to bridge gaps between capex required and allocable funds. The consultant shall be responsible for advising the most optimal financing option and tie up the funds required by the projects.

Task 2: Project Design and Development:

PMU shall scope out all ABD projects and provide individual terms of reference, covering below indicative activities:

- Develop As Is and Gap Analysis report
- Feasibility Study Report
- Create Resource, Project and Finance plan
- Prepare Quality & Risk Assessment Framework
- Coordination & Communication with all the stakeholders

Situation Analysis Report

- Integrated Projectisation - The consultant will review and re-verify the integrated modules (group of projects) in the smart city proposal and regroup them into modules in consultation with the SPV.
- Consult the available documents such as city development plans /strategy plans, sanitation plans. Mobility plan and review feasibility study etc.
- Review existing status of physical Infrastructure and other available secondary data.
- Identify requirements of surveys, studies and investigations;
- Coordinate with SPV appointed agency for necessary surveys & investigations and then PMU shall prepare situational analysis, cost benefit analysis and preliminary project cost estimates.
- Preparation of situation analysis report for each module.

Feasibility Report

- Prepare feasibility study report of modules (group of projects) to ascertain both technical and financial viability based on financial models. The feasibility report should describe the various technical options with recommendation for most appropriate option
- Preparation of project development and implementation road map, project prioritization, carryout project phasing matrix and risk mitigation plan.
- Review land availability, & environmental issues for identified projects
- 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
- Identify the possibility of private / public participation in the service delivery, as feasible and applicable and prepare contract document for such packages.

Preliminary/Detailed Project Report (PPR/DPR)

- Based on the approved feasibility report prepare module wise preliminary/detailed designs report (PPR/DPR) as per requirement of the project in accordance with established engineering practices, tender drawings, and cost estimates etc.

- For preparing DPR, the consultant will conduct required engineering surveys and investigations, in consultation & with approval of the SPV, such as total station/LiDAR survey, geotechnical investigation, soil survey, construction material survey, ground water investigation i.e. hydro-geological investigations, rainfall data collection, identification of underground utilities and their mapping, water sampling and analysis etc. including sufficient off-site information to allow relationship with possibly useable off-site infrastructure to be established.
- The PPR/DPR should also include assessment of utility shifting requirements and costs estimations including O&M requirements and estimates; preparing document required for statutory clearances and other clearances like Railways, Forest, National Highways etc. including environment management plan (EMP) and mitigation measures;
- Assist the SPV on technical, commercial, financial, and legal aspects for project development as per requirement.

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

- Based on discussions with all stakeholders and approval from SPV, the consultant shall Prepare consolidated bid documents, technical specifications, contract drawings, final bills of quantities, EMP and any other necessary information required for successful tendering and implementation of contracts. The Bid document should be in accordance with the Government of India / State Government guidelines. Under this task the Consultant is required to do the following:
 - Assist SPV in all aspects of procurement including issuing bid invitation, addendum/corrigendum, and clarifications to the bidders queries, assist in bid evaluation, selection of contractors/ implementing agencies;
 - Prepare contract documentation to include Letter of invitation, conditions of contract, specifications, design parameters; bills of quantities, etc. for all modules in close coordination with the SPV.
 - The draft contract to be included in the bid documents shall, among other things, clearly define the obligations of the implementing agency with respect to financing (if applicable), design, construction, O&M, and tariffs; equitably allocate risks between the parties; and specify rules and procedures to address non- performance of contractual obligations.
 - Assist in preparation of replies of the pre-bid queries, contract negotiations and award of contract(s).
- Finalize arrangement for contracting including exploring options for PPP/ Service Level Agreements;
- Provide transaction advisory and bid process management support including preparation of bid documents, managing bid process including assist in issuing of bid invitation, addendum/corrigendum, and clarifications to the bidders queries, bid evaluation, selection of contractors, award of contract and signing of contract(s);
- The draft contract to be included in the bidding document shall among other things, clearly define the obligations of the implementing agencies including specifying rules and procedures to address non-performance of contractual obligations.
- The SPV may get the bid document certified/accredited by Independent Agency.

Task 3: Project Implementation and Supervision

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

- Assist SPV to conduct stakeholder consultation during design and implementation process.
- Provide advice and guidance to the SPV for modern procedures and guidelines for project implementation and management in general.
- Contract administration and management of the modules
- Develop technical specifications for each Module
- Supervise and monitor construction work of each contracted module;

- Scrutinize the implementing agency's detailed work program and guide implementing agency in preparation of supervision schedule/ work plan for each module
- Scrutinize construction methods proposed by implementing agency including environmental, safety, personnel and public issues
- Assess the adequacy of the contractors' inputs in material, labor and construction methodology and provide advisory whenever required;
- Implementation of Social safeguards & environmental standards, as required.
- Carry out necessary quality control activities / test and certify that the quality of works conforms to the specifications and drawings; and the relevant codes prescribed.
- Supervising the construction of various contract packages for related outputs of the Program
- Record the work measurement by PMC and certify the contractor's bill and recommend for making payments to the SPV.
- Assist the SPV in interim and final certification of the bills of payment;
- Furnish the detailed construction drawings as necessary during continuance of the contract or checking and recommendation of drawings for approval as required;
- Assist for resolution of all contractual issues including examining the contractor's claims for variations/ extensions or additional compensations etc. and prepare recommendations for approval by the SPV;
- Assist third party inspection of work carried out by implementation agency(ies), if necessary, as decided by the SPV
- Assist SPV in obtaining all necessary permissions and complying with statutory requirements as required prior to construction, such as permissions from line departments' viz. Railways, Road Transport, Highways, and Department of Forests etc.
- Review and issuance for execution of contractors' design and drawings with approval of SPV for lump sum turnkey contracts and review the project documents and give recommendations as required
- Review and finalize the "as built" drawings submitted by Contractor;
- Assist the SPV in issuance of completion certificates;
- Inspect the works at appropriate intervals during defect liability period and certification issue;
- Prepare on behalf of the SPV 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.
- Assist SPV in monitoring of progress as per the Program Performance Monitoring System (PPMS) or as required by the SPV
- Develop and maintain project management information system (PMIS) to track project progress and generate MIS progress reports such as physical and financial progress.
- Develop and implement procedure for timely payments to the implementing agency (ies) and monitor for compliance.
- Support SPV in overall Project Management and coordination with implementing agencies, government agencies, private players, technology service providers and others.
- Support SPV to meet compliance requirements as and when required.
- Support SPV in documentation and presentation of outputs
- Prepare Capacity building plan and Change Management Plan
- Monitor and maintain issue tracker and keep on updating the status of all risks and issues from time to time.

6.4.2 Module 3: Assist PCSCCL (SPV) to develop, manage, implement, and oversee selected Pan City Components:

The PMU's scope of work shall include:

1. GIS-enabled ERP

This focuses on developing a unified and live spatial data-base for the municipal corporation.

- a. Existing process', documentation, gap assessment and conceptualization
The consultant is expected to assess and document the existing process' for measuring and documenting spatial information. Further, the consultant is expected to develop a concept plan for managing the city's spatial data effectively.
- b. Detailed system design
Conceptual design of the system showcasing entire database management, from data generation to retrieval of data shall be prepared.
- c. Co-ordination with the software developer and operationalization
The consultant shall assist the corporation in the selection of the software developer co-ordinating with the developer to ensure that the system in line with the project objectives.
- d. Hand-holding support for 1 year
The consultant shall also support the client for a year in implementing the project and achieving the objectives.

2. Municipal service level benchmarking

This focuses on institutionalizing the process of capturing and measuring service levels for a regular benchmarking services.

- a. Existing process', documentation, gap assessment and conceptualization
The consultant is expected to assess and document the existing process' for measuring and documenting SLBs for water supply, sewerage, storm water and solid waste. Further, the consultant is expected to develop a concept plan for monitoring these SLBs in an effective and reliable manner.
- b. Detailed system design
Conceptual design of the system showcasing entire database management, from data generation to retrieval of data shall be prepared.
- c. Co-ordination with the software developer and operationalization
The consultant shall assist the corporation in the selection of the software developer co-ordinating with the developer to ensure that the system in line with the project objectives.
- d. Hand-holding support for 1 year
The consultant shall also support the client for a year in implementing the project and achieving the objectives.

3. Auditorium Control and Broadcasting Facility

This focuses on linking all auditoriums through a common application which would enable the reservations / bookings / scheduling of the programmes at the various municipal auditoriums, as well as a possible paid broadcast facility of the live programmes at the venue.

- a. System development through consensus with all stakeholders
- b. Application development and deployment

4. Public e-toilets

This focuses making available public toilets for which maintenance functions are automated to maintain the ODF status of the city.

- a. City-wide public toilet masterplan
The consultant shall assess the entire city and identify key locations which warrant the need for public toilets (markets, public transport interchanges, etc.). The consultant shall assess the existing public toilet facilities provided and also the suitable locations for additional/ new units in terms of availability of land, water and sewage connections, etc.
- b. Detailed design

The consultant shall design the key specifications for the toilets and the system for managing data received from these toilet blocks.

5. Unique Smart Addressing

This focuses on the development of an efficient, organized, and legible addressing system based on creation of locational zones through the city and linking it to the property tax system, \

- a. Development of the addressing system
- b. Integration of the system with the various departmental addressing systems within PCMC

6. Bicycle sharing

This focuses on promoting the use of NMT in the city through a bicycle sharing program which provides real time updates on the availability and location of such bicycles.

- a. NMT master-plan and conceptualization of the bicycle sharing program
The consultant shall identify locations in the city which may have higher demand for bicycles such as schools, markets, public transport interchanges, etc. The consultant assist the client in planning for bicycle sharing hubs in the identified areas along including the required off-site infrastructure and bicycle lanes.
- b. Detailed designs
The consultant shall design the key specifications for enabling smart bicycle hubs and the systems for managing data received from these facilities.

7. Skill development centers

This focuses on identified the needs for skill development and developing facilities to provide skills by leveraging technology.

- a. Skill development strategy and program conceptualization
- b. Detailed design

8. Start-up incubation centers

This focuses on developing incubation centers for start-ups in the city and leveraging technology to enable their use.

- a. Conceptualization of the incubation program
- b. Detailed design

9. Establishment Licensing

This focuses on development and deployment of an online establishment licensing system.

- a. System development,
- b. operationalization and deployment support

10. Municipal e-classrooms

This focuses on the use of technology to assist in delivering quality education at municipal schools. This forms part of a larger agenda of attracting more students for the affordable education provided in such schools.

- a. Conceptualization of the e-classroom program
The consultant shall assess the key gaps in imparting education at the schools and identify the necessary technology interventions, etc.
- b. Detailed system design
The consultant shall design the key specifications for OHPs, video-conferencing facilities, etc. required for enabling e-classrooms.

11. School health monitoring

This forms part of a larger agenda of improving attendance rates amongst students in municipal schools. It focuses on regularly monitoring key health parameters on students so that medical interventions can be provided in a timely manner.

a. Conceptualization of school health monitoring program

The consultant is expected to assess and document the existing process' for measuring and documenting health-related information. Further, the consultant is expected to develop a concept plan for monitoring the health of students

b. Detailed system design

Conceptual design of the system showcasing the required diagnostic equipment along with entire database management, from data generation to retrieval of data shall be prepared.

6.5 Terms of Agreement, Deliverables, and Payment Terms

The Professionals required for this assignment are categorized as (i) Key Personnel and (ii) Experts Team. Key Personnel team shall provide full person man days/ months' time on the project (field), no home input will be considered in this category. However for Expert Team input may be considered into home and field. The support team shall be on the need basis of the assignment, if any.

The quoted price will remain valid and unchanged during the entire contract period (36 Months) from the Date of Signing of Agreement. However the Contract may be extended further for another Two (02) years at the same terms and conditions between PCSCCL and the selected agency with mutual consent. For the purpose of extension after expiry of the original engagement period of 36 months.

The payment will be structured as follows:

Sr No	Deliverable	Tentative duration	Tentative timeline from signing of contract	Payment schedule (% of the total fees)
Module 1: Module 1: Facilitation of the Institutional Development of the SPV, Preparation of the Project Development Schedule and Business Plan for the SPV, Programme Management & Monitoring Support				
1	Inception Report	1.5 months	1.5 months	2%
2	SPV Business Plan & Project Schedule	3.0 months	3.0 months	3%
3	36 monthly progress reports	Monthly	From month 1.0	35% in 36 equal installments
Total payment for Module 01				40%
Module 2: Design, Development, Implementation & Project Management Area-based development: This will include all projects forming part of the area-based development component as tabulated below				
4	Street scape & Utilities Package (Connected Streets & Connected Systems)			Total 10%
	Project Feasibility & Concept Design	2.0 months	2.0 months	2%
	Detailed Design & DPR	2.0 months	4.0 months	4%
	Tender Documentation	1.0 months	5.0 months	3%
	Award of Contract for Implementation	1.0 months	6.0 months	1%
5	Public Parks (Connected Parks)			Total 10%
	Project Feasibility & Concept Design	2.0 months	2.0 months	2%
	Detailed Design & DPR	2.0 months	4.0 months	4%
	Tender Documentation	1.0 months	5.0 months	3%
	Award of Contract for Implementation	1.0 months	6.0 months	1%
6	Public Amenities (Connected People)			Total 10%

	Project Feasibility & Concept Design	2.0 months	2.0 months	2%
	Detailed Design & DPR	2.0 months	4.0 months	4%
	Tender Documentation	1.0 months	5.0 months	3%
	Award of Contract for Implementation	1.0 months	6.0 months	1%
7	Monthly Implementation & Supervision Support for 30 months	Monthly	From month 7.0	15% in 30 equal installments
Total payment for Module 02				45%
Module 3: Conceptualization and operationalization / deployment support of the selected Pan City components				
8	GIS-enabled ERP / integrated GIS-based database & workflow management system			Total 4%
	Existing Processes Documentation, Gap Assessment, Conceptualization	3.0 months	3.0 months	1.0%
	Detailed System Design	3.0 months	6.0 months	2.0%
	Coordination with software developer & Operationalization	6.0 months	12.0 months	1.0%
	Hand Holding Support for 1 year	12.0 months	24.0 months	1.0%
9	Municipal Service Level Benchmarking			Total 5%
	Existing Processes Documentation, Gap Assessment, Conceptualization	3.0 months	3.0 months	1.0%
	Detailed System Design	3.0 months	6.0 months	2.0%
	Coordination with software developer & Operationalization	6.0 months	12.0 months	1.0%
	Hand Holding Support for 1 year	12.0 months	24.0 months	1.0%
10	Auditorium Control and Broadcasting Facility			Total 0.5%
	System development through consensus with all stakeholders	3.0 months	6.0 months	0.25%
	Application development	12.0 months	18.0 months	0.25%
11	Public E-toilets			Total 1%
	City wide public toilet master plan	3.0 months	3.0 months	0.5%
	Detailed Design	3.0 months	3.0 months	0.5%
12	Unique Smart Addressing			Total 1%
	Development of the addressing system	12.0 months	12.0 months	0.5%
	Integration of the system with the various departmental addressing systems within PCMC	18.0 months	30.0 months	0.5%

13	Bicycle Sharing			Total 1%
	NMT master plan & conceptualization of the bicycle sharing program	3.0 months	3.0 months	0.5%
	Detailed System Design	3.0 months	3.0 months	0.5%
14	Skill Development Centers			Total 0.5%
	Skill development strategy & program conceptualization	3.0 months	3.0 months	0.25%
	Detailed System Design	3.0 months	3.0 months	0.25%
15	Start-Up Incubation Centers			Total 0.5%
	Conceptualization of the incubation program	3.0 months	3.0 months	0.25%
	Detailed System Design	3.0 months	3.0 months	0.25%
16	Establishment Licensing			Total 0.5%
	System development	6.0 months	6.0 months	0.25%
	Operationalization and deployment support	12.0 months	18.0 months	0.25%
17	Municipal E-Classrooms			Total 0.5%
	Conceptualization of the E-classroom program	3.0 months	3.0 months	0.25%
	Detailed System Design	3.0 months	3.0 months	0.25%
18	School Health Monitoring			Total 0.5%
	Conceptualization of the School health monitoring program	3.0 months	3.0 months	0.25%
	Detailed System Design	3.0 months	3.0 months	0.25%
	Total payment for Module 03			15%
GRAND TOTAL				100%

7 SCHEDULE 2 – FORM OF AGREEMENT

(Refer RFP Volume II)

APPENDICES

8 APPENDIX – I – TECHNICAL PROPOSAL FORMAT

8.1 APPENDIX-I - FORM-1 – Letter of Submission of Technical Proposal**TECHNICAL PROPOSAL
Letter of Proposal**

(On Applicant's letter head)

To,

(Date and Reference)

Sub: Appointment of Project Management Unit for Pimpri-Chinchwad Smart City Project

Dear Sir,

With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection of Project Management Unit for Pimpri-Chinchwad Smart City Project under the Pimpri-Chinchwad Smart City Project for Pimpri-Chinchwad Smart City Limited (PCSCL). The proposal is unconditional and unqualified.

1. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the PMU for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
 - a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - b) I/We do not have any conflict of interest in accordance with Clause 1.16 of the RFP Document;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 1.21 of the RFP document.
8. I/We declare that we are not a member of any other Consortium applying for Selection as a Consultant.

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
11. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
12. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
14. I/We agree to keep this offer valid for 120 (one hundred and twenty) days from the PDD specified in the RFP.
15. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in
- 16.
- 17.
- 18.
- 19.
20. APPENDIX-I - FORM-4.
21. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at SCHEDULE 2 – FORM OF AGREEMENT of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
22. In the event of my/our firm being selected as the Consultant, I/we agree and undertake to provide the services in accordance with the provisions of the RFP and that the Project Manager shall be responsible for providing the agreed services himself and not through any other person or Associate.
23. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
24. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Proposal which shall be binding on us.
25. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name and seal of the Applicant/ Lead Member)

8.2 APPENDIX-I - FORM-2 – Particulars of the Applicant

1.	Title of Consultancy:
2.	Title of Project:
3.	<p>State whether applying as Sole Firm or Lead Member of a consortium:</p> <p>Sole Firm</p> <p>or</p> <p>Lead Member of a consortium</p>
4.	<p>State the following:</p> <p>Name of Firm:</p> <p>Legal status (e.g. sole proprietorship or partnership):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Name, designation, address and phone numbers of authorised signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>Fax No. :</p> <p>E-mail address:</p>
5.	<p>If the Applicant is Lead Member of a consortium, state the following for each of the other Member Firms:</p> <p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p>

	(iii) Registered address and principal place of business.
6.	<p>For the Applicant, (in case of a consortium, for each Member), state the following information:</p> <p>In case of a non-Indian Firm, does the Firm have business presence in India?</p> <p>Yes/No</p> <p>If so, provide the office address (es) in India.</p> <p>Has the Applicant or any of the Members in case of a consortium has been penalized by any organization for poor quality of work or breach of contract in the last five years?</p> <p>Yes/No</p> <p>Has the Applicant ever failed to complete any work awarded to it by any public authority/ entity in last five years?</p> <p>Yes/No</p> <p>Has the Applicant or any of the Members in case of a consortium has been blacklisted by any Government department/Public Sector Undertaking in the last five years?</p> <p>Yes/No</p> <p>Has the Applicant suffered bankruptcy/ insolvency in the last five years?</p> <p>Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
7.	<p>(Signature, name and designation of the authorised signatory)</p> <p>For and on behalf of</p>

8.3 APPENDIX-I - FORM-3 – Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant)

Ref. Date:

To,

Dear Sir,

Sub: Request for Proposal (RFP) for Appointment of Project Management Unit for Pimpri-Chinchwad Smart City Project

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, the constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory

For and on behalf of

8.4 APPENDIX-I - FORM-4 – Power of Attorney

Know all men by these presents, We, (Name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal (RFP) for Appointment of Project Management Unit for Pimpri-Chinchwad Smart City Project, being implemented by the Pimpri-Chinchwad Smart and Sustainable City Development Corporation Limited (the "Authority") including but not limited to signing and submission of all Proposals, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Authority.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20**

For

(Signature, name, designation and address)

Witnesses:

- 1.
2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

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

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

8.5 APPENDIX-I - FORM-5 – Financial Capacity of the Applicant

(Refer Clause 1.15.2)

S. No.	Financial Year	Annual Turnover (Rs. in Million)¹
1		
2		
3		

Certificate from the Statutory Auditor²

This is to certify that (Name of the Applicant) has registered an annual turnover shown above against the respective years.

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

Note:

In case of consortium, Form-5 shall be submitted by all members of the consortium.

¹ In the event that the Applicant does not wish to disclose its Annual Turnover, it may state that it has received more than the amount specified in the aforesaid certificate.

² In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

8.6 APPENDIX-I - FORM-6 – Description of Approach, Methodology and Work Plan

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing

Suggested structure:

- a) **Technical Approach and Methodology (A&M):** Explain understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in this section.
- b) **Work Plan:** Outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations and tentative delivery dates of the progress 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 work plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here.
- c) **Organization and Staffing:** Describe the structure and composition of your team, including the list of the Key Personnel, Sector Experts, Support Team and relevant technical and administrative support staff.

Prescribed format:

Strictly follow the page limit of 5 pages for describing your A&M, font type: Arial, font size: 11, line spacing of 1.2 and normal margins. Non-conforming submissions may be disqualified.

8.7 APPENDIX-I – Form-7 – Team Composition & Inputs

N°	Name	Key Personnel & Expert Team input (in person days per month)								Total time-input (in days)		
		Position		M1	M 2	M 3	Month.		Home	Field	Total
KEY PERSONNEL / SECTOR EXPERTS / SUPPORT TEAM / OTHER STAFF												
1	{e.g., Mr. aaaa}	[Team Leader]	[Home]	[2 days]								
			[Field]	[20]								
2												
3												
4..												
	Subtotal											

Note:

- 1 For Key Personnel & Expert Team, the input should be indicated individually for the same positions as required under this RFP.
- 2 Months are counted from the start of the assignment/mobilization. One working day shall be not less than 8 (eight) working-hours.
- 3 “Home” means work in the office of the expert’s place of residence or Applicant’s office. “Field” work means work carried out in the Authority’s office or any place assigned by the Authority to carry out the PMU’s services.

8.8 APPENDIX-I - FORM-8 – Particulars of Resources

(Key Personnel & Expert Team Only)

S. No.	Position Assigned	Name	Educational Qualification	Length of Professional Experience	Present Employment	
					Name of the firm	Employed since
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						
3						
4						

8.9 APPENDIX-I - FORM-9 – Abstract of Assignments of the Applicant**Abstract of Assignments of the Applicant³**

(Refer Clause 2.1)

S. No.	Name of the project	Name of the Client	Professional fee received by the Applicant (in Rs. Lakhs)⁴
(1) ⁵	(2)	(3)	(4)

The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

^{\$\$} Exchange rate for conversion of US \$ shall be as per Clause 1.7.1.

Certificate from the Statutory Auditor⁵ of [Name of Company]

This is to certify that the information contained in Column 4 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

^{\$} In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: In case of consortium, Form-9 for each consortium member shall be submitted .

³ The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

⁴ In the event that the Applicant does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFP. For example, it may state: "Above Rs. 5 (five) lakh" in respect of a particular project.

⁵ The names and chronology of Assignments included here should conform to the project wise details submitted in Form-8 of Appendix-I.

8.10 APPENDIX-I - FORM-9A – Abstract of other Relevant Experience of the Applicant**Abstract of other relevant experience of the Applicant⁶**

S.No	Name of Project	Name of Client	Estimated Capital Cost of the project (in Rs. Crore)	Professional fee⁷ received by the Applicant (in Rs. Lakhs)⁸
(1) ⁹	(2)	(3)	(4)	(5)

⁶ The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

⁷ Exchange rate should be taken as Rs. [68] per US \$ for conversion to Rupees.

⁸ In the event that the Applicant does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFP. For example, it may state: "Above Rs. 5 (five) lakh" in respect of a particular project.

⁹ The names and chronology of the projects included here should conform to the project-wise details submitted in Form-8A of Appendix-I.

8.11 APPENDIX-I - FORM-10 – Assignments of the Applicant

Name of Applicant:	
Name of the Project:	
Description of services performed by the Applicant firm:	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs crore):	
Payment received by the Applicant as professional fees (in Rs. Lakhs) ¹⁰ :	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Note:

1. Use separate sheet for each Assignment.
2. Each Eligible Assignment shall not exceed 2 pages, and following format shall be used: font: Arial, font size: 11, normal margin.
3. Exchange rate for conversion of US \$ shall be as per Clause 1.7.

¹⁰ In the event that the Applicant does not wish to disclose the payment received by it as professional fees for any particular assignment, it may state that it has received more than the amount specified in this statement.

8.12 APPENDIX-I - FORM-11 - Curriculum Vitae (CV)

1	Proposed Position	:	
2	Name of Staff	:	
3	Name of Firm	:	
4	Date of Birth	:	Nationality
5	Years of Experience	:	
6	Key Qualifications	:	
7	Education	:	
8	Trainings	:	
9	Languages Known	:	
10	Presentations; Paper Submitted	:	
11	Countries of Work Experience	:	
12	Employment Record		
	From: Employer: Position Held:		
12	Awards & Achievements	:	
13	Detailed Tasks Assigned	Work Undertaken which Best Illustrates Capabilities for Similar Projects	
	Name of assignment or project: Year: Location: Client: Positions held: Main project features: Activities performed:		

Note:

1. Use separate form for each Key Personnel and each Sector Expert.
2. Each page of the CV shall be signed in ink by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.
3. All CVs shall be signed in ink by the respective proposed personnel at the time of execution of the agreement.
4. Each Key Expert CV shall not exceed 5 pages and sector expert CV shall not exceed 3 pages.

8.13 APPENDIX-I - FORM-12 – Proposal for Sub-Consultant(s)

Not Applicable

8.14 FORM 13 - COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

A - On the Terms of Reference

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

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

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

9 APPENDIX – II – FINANCIAL PROPOSAL FORMAT

9.1 APPENDIX-II - FORM-1

FINANCIAL PROPOSAL

Covering Letter

(On Applicant's letter head)

(Date and Reference)

To,

Dear Sir,

Subject: Request for Proposal (RFP) – Appointment of Project Management Unit for Pimpri-Chinchwad Smart City Project

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Project Management Unit for Pimpri-Chinchwad Smart City Project.

I/We agree that this offer shall remain valid for a period of 120 (one hundred and twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

9.2 APPENDIX-II - FORM-2

(See Clause 1.14.3)

Financial Proposal

Sl. No.	Item Description	Total Amount (in INR) (incl. all incidental charges, expenses and all Taxes including GST)
1.	Total Cost of the Consultancy for a period of Three Years	

Note:

1. The Financial Proposal shall take into account all expenses and taxes including GST liabilities. All payments to consultants shall be subject to deduction of taxes at source as per Applicable Laws.
2. The commercial figure quoted will be an all-inclusive figure – inclusive of out of pocket expenses and all taxes, duties, etc. payable. No out-of-pocket expenses will be reimbursed separately. Should the commercial quote include separate out of pocket expenses or any taxes, duties, etc., such a financial proposal will be treated as an invalid proposal.
3. All taxes quoted will be assumed to be as on 10th day prior to the date of submission of bid. Any changes in the statutory taxes or levies affected by Central/State/Other Government bodies after this date will be considered and applied after due authorization.
4. No escalation on any account will be payable on the above amounts.
5. The aforesaid fees, payable to the Consultant in accordance with the Financial Proposal, shall cover the costs of reasonable amount of in-house photocopying and stationery and costs of support staff. No additional charges in respect thereof shall be due or payable.
6. Any other charges not shown here are considered included in the man month rate for the consultants.
7. All payments shall be made in Indian Rupees.

9.3 APPENDIX-II - FORM-3

(See Clause 1.14.3)

Breakdown of Remuneration

(To be submitted on the Company's letter head on request by PCSCCL)

Sl. No.	Resource Category	Unit of Measurement	Quantity	Duration in Months	Base Unit Man Month Cost in INR (incl. all incidental charges, expenses and all Taxes including GST)	Total Amount (in INR) (incl. all incidental charges, expenses and all Taxes including GST)
1	2	3	4	5	6	7 = 4 x 5 x 6
A. Key Personnel						
1.	Project Manager/Construction Manager	Man Month	1			
2.	Urban Planner	Man Month	1			
3.	Urban Designer	Man Month	1			
4.	Civil Engineer	Man Month	1			
5.	Municipal Services Specialist	Man Month	1			
6.	GIS Expert	Man Month	1			
B. Expert Team						
1.	Smart City Management Expert	Man Month	1			
2.	Project Finance cum PPP expert	Man Month	1			
3.	Urban Planner / Urban Designer	Man Month	1			
4.	Landscape Architect	Man Month	1			
5.	Architect	Man Month	1			
6.	Civil Engineer	Man Month	1			
7.	Drainage Expert	Man Month	1			
8.	Water Supply & Waste Water Expert	Man Month	1			
9.	Transportation Planner	Man Month	1			
10.	Road Engineer	Man Month	1			
11.	Environment Management expert	Man Month	1			
12.	Electrical Engineer	Man Month	1			
13.	Solar Renewable Energy/ Energy Expert	Man Month	1			

Sl. No.	Resource Category	Unit of Measurement	Quantity	Duration in Months	Base Unit Man Month Cost in INR (incl. all incidental charges, expenses and all Taxes including GST)	Total Amount (in INR) (incl. all incidental charges, expenses and all Taxes including GST)
14.	Health Expert	Man Month	1			
15.	Sanitation Expert	Man Month	1			
16.	Skill Development Expert	Man Month	1			
17.	Education Expert	Man Month	1			
18.	Social Development Expert / Community Engagement Expert	Man Month	1			
19.	ICT cum IOT expert	Man Month	1			
20.	Additional Experts	Lump sum	To be Quoted by Applicant	To be Quoted by Applicant		
C.	Support Staff					
1.	Auto-Cad Operator (3 Nos.)	Man Month	1			
2.	Survey Manager	Man Month	1			
3.	Office Manager / Accounts Manager	Man Month	1			



REQUEST FOR PROPOSAL (RFP) – Volume II

Tender No. 01/2017-18

Appointment Of Project Management Unit For Pimpri-Chinchwad Smart City Mission

PIMPRI CHINCHWAD SMART LIMITED (PCSL)

SCHEDULE 2 – FORM OF AGREEMENT

CONTRACT FOR CONSULTANT’S SERVICES

Project Name: Project Management Unit for Pimpri Chinchwad Smart City project

Contract/Agreement No. _____

between

[Name of the Authority]

and

[Name of the Consultant]

Dated: _____

Table of Contents

1	GENERAL.....	9
1.1	Definitions and Interpretations	9
1.2	Relation between Parties	10
1.3	Rights and obligations	10
1.4	Governing law and jurisdiction	10
1.5	Language.....	10
1.6	Table of contents and headings.....	10
1.7	Notices	10
1.8	Location	11
1.9	Authority of Lead Partner:.....	11
1.10	Authorised Representatives	11
1.11	Taxes and Duties	12
2	COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT	12
2.1	Effectiveness of Agreement.....	12
2.2	Commencement of Services	12
2.3	Termination of Agreement for failure to commence Services	12

2.4 Expiration of Agreement.....	12
2.5 Entire Agreement	12
2.6 Modification of Agreement	13
2.7 Force Majeure.....	13
2.8 Suspension of Agreement.....	14
2.9 Termination of Agreement	14
3 OBLIGATIONS OF THE CONSULTANT.....	15
3.1 General.....	15
3.2 Conflict of Interest	16
3.3 Confidentiality	17
3.4 Liability of the Consultant.....	18
3.5 Accounting, inspection and auditing.....	19
3.6 Consultant's actions requiring the Authority's prior approval	19
3.7 Reporting obligations	19
3.8 Documents prepared by the Consultant to be property of the Authority	19
3.9 Materials furnished by the Authority.....	20
3.10 Providing access to Project Office and Personnel.....	20

3.11 Accuracy of Documents	20
4 CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS.....	20
4.1 General	20
4.2 Deployment of Personnel.....	20
4.3 Approval of Personnel	21
4.4 Substitution of Key Personnel	21
4.5 Working hours, overtime, leave, etc.	21
4.6 Project Manager	21
4.7 Sub-Consultants.....	22
5 OBLIGATIONS OF THE AUTHORITY.....	22
5.1 Assistance in Clearances.....	22
5.2 Access to land and property.....	22
5.3 Change in Applicable Law	22
5.4 Payment.....	22
6 PAYMENT TO THE CONSULTANT	22
6.1 Cost estimates and Agreement Value	22
6.2 Currency of payment.....	23

6.3 Mode of billing and payment.....	23
7 LIQUIDATED DAMAGES AND PENALTIES	23
7.1 Performance Security	23
7.2 Liquidated Damages	24
8 FAIRNESS AND GOOD FAITH	24
8.1 Good Faith	24
8.2 Operation of the Agreement.....	24
9 SETTLEMENT OF DISPUTES	25
9.1 Amicable settlement.....	25
9.2 Dispute resolution.....	25
9.3 Conciliation	25
9.4 Arbitration	25
9.5 Miscellaneous provisions:.....	26
10 Annexure – 1: Terms of Reference	27
11 Annexure – 2: Deployment of Resources and Reporting Requirement.....	28
12 Annexure – 3: Approved Sub-Consultant(s)	29
13 Annexure - 4: Cost of Services.....	30

14 Annexure - 5: Payment Schedule 31

15 Annexure - 6: Bank Guarantee for Performance Security..... 32

AGREEMENT

Appointment of Project Management Unit for Pimpri Chinchwad Smart City Project

AGREEMENT No.....

This AGREEMENT (hereinafter called the “**Agreement**”) is made on the day of the month of 2017, between, on the one hand, the DESIGNATION, Pimpri Chinchwad Smart City Limited (hereinafter called the “**Authority**” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, (hereinafter called the “**Consultant**” which expression shall include their respective successors and permitted assigns).

[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 consortium 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 Authority invited bids vide its RFP for Appointment of Project Management Unit for Pimpri Chinchwad Smart City Project (hereinafter called the “**Consultancy**”) for provision of “PMU Services for Pimpri Chinchwad Smart City Project” (hereinafter called the “**Project**”);
- B. the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Authority on the terms and conditions as set forth in the RFP and this Agreement; and
- C. the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the “**LOA**”); and
- D. in pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1 GENERAL

1.1 Definitions and Interpretations

1.1.1 The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- a) "Agreement" means this Agreement, together with all the Annexes;
- b) "Agreement Value" shall have the meaning set forth in Clause 6.1.2;
- c) "Applicable Laws" means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- d) "Confidential Information" shall have the meaning set forth in Clause 3.3;
- e) "Conflict of Interest" shall have the meaning set forth in Clause 3.2 read with the provisions of RFP;
- f) "Consultant" means any private or public entity that will provide the Services to the "Authority" under the Contract. "Dispute" shall have the meaning set forth in Clause 9.2;
- g) "Effective Date" means the date on which this Agreement comes into force and effect pursuant to Clause 2.1;
- h) "Expatriate Personnel" means such persons who at the time of being so hired had their domicile outside India;
- i) "Government" means the [Government of Maharashtra];
- j) "INR, Re. or Rs." means Indian Rupees;
- k) "Member" means any of the entities that make up the consortium; and "Members" means all these entities.
- l) "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- m) "Personnel" means persons hired by the Consultant or by any Sub-Consultant as employees or retainers and assigned to the performance of the Services or any part thereof;
- n) "Resident Personnel" means such persons who at the time of being so hired had their domicile inside India;
- o) "RFP" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- a) "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- b) "Sub-Consultant" means any entity to which the Consultant sub-contracts any part of the Services in accordance with the provisions of the RFP; and
- c) "Third Party" means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

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

- a) Agreement;
- b) Annexes of Agreement;

- c) RFP; and related corrigendum's/addendums
- d) Letter of Award

1.2 Relation between Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the Authority and the Consultant. The Consultant shall, subject to this Agreement, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Rights and obligations

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

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

1.4 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India.

1.5 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.6 Table of contents and headings

The table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement.

1.7 Notices

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

- a) in the case of the Consultant, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.9 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number/address as the Consultant may from time to time specify by notice to the Authority;
- b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.9 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the

purchaser’s office, it may send such notice by e-mail and by registered acknowledgement due, air mail or by courier; and

- c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or email, it shall be deemed to have been delivered on the working days following the date of its delivery.

1.8 Location

The Services shall be performed at the offices of the Authority in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

1.9 Authority of Lead Partner:

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

1.10 Authorised Representatives

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

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

Tel: ***** Fax: ***** email: *****

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

Tel: *****

Mobile: *****

Fax: *****

E-mail: *****

1.11 Taxes and Duties

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

2 COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT

2.1 Effectiveness of Agreement

This Agreement shall come into force and effect on the date of this Agreement (the “**Effective Date**”).

2.2 Commencement of Services

The Consultant shall commence the Services within a period of 15 (fifteen) days from the Effective Date, unless otherwise agreed by the Parties.

2.3 Termination of Agreement for failure to commence Services

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) weeks’ notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.

2.4 Expiration of Agreement

Unless terminated earlier pursuant to Clauses 2.3 or 2.9 hereof, this Agreement shall, unless extended by the Parties by mutual consent, expire upon the earlier of (i) expiry of a period of 60 (sixty) days after the delivery of the final Deliverable to the Authority; and (ii) the expiry of [Three (3) years] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

2.5 Entire Agreement

2.5.1 This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

2.5.2 Without prejudice to the generality of the provisions of Clause 2.5.1, on matters not covered by this Agreement, the provisions of RFP shall apply.

2.6 Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clauses 4.2.3 and 6.1.3 hereof, however, each Party shall give due consideration to any proposals for modification made by the other Party.

2.7 Force Majeure

2.7.1 Definition

- a) For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, 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 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 such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder

2.7.2 No breach of Agreement

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 Agreement 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 Agreement.

2.7.3 Measures to be taken

- a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- 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 event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c) The Parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure.

2.7.4 Extension of time

Any period within which a Party shall, pursuant to this Agreement, 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.

2.7.5 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

2.7.6 Consultation

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

2.8 Suspension of Agreement

The Authority may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Consultant of such notice of suspension.

2.9 Termination of Agreement

2.9.1 By Authority

The Authority may, by not less than 15 (fifteen) days' written notice of termination to the Consultant, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.1, terminate this Agreement if:

- a) the Consultant fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 2.8 hereinabove, within 15 (fifteen) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b) the Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- c) the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 9 hereof;
- d) the Consultant submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Consultant knows to be false;
- e) any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading
- f) 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 60 (sixty) days; or
- g) the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement

2.9.2 By the Consultant

The Consultant may, by not less than 30 (thirty) days' written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.9.2, terminate this Agreement if:

- a) the Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 9 hereof within 45 (forty five) days after receiving written notice from the Consultant that such payment is overdue;

- b) the Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultant's notice specifying such breach;
- c) 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 60 (sixty) days; or
- d) the Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 9 hereof.

2.9.3 Cessation of Services

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.9.1 or 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 materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 3.8 or 3.9 hereof.

2.9.4 Payment upon Termination

Upon termination of this Agreement pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Authority shall make the following payments to the Consultant (after offsetting against these payments any amount that may be due from the Consultant to the Authority):

- a) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination; and
- b) except in the case of termination pursuant to Sub-clauses (a) through (e) of Clause 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement 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 Standards of Performance

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Sub-consultants or Third Parties.

3.1.2 Terms of Reference

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

3.1.3 Applicable Laws

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Sub-Consultant, as well as the Personnel and agents of the Consultant and any Sub-Consultant, comply with the Applicable Laws.

3.2 Conflict of Interest

3.2.1 The Consultant shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.

3.2.2 Consultant and Affiliates not to be otherwise interested in the Project

The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant or any Associate thereof, as well as any Sub-Consultant and any entity affiliated with such Sub-Consultant, shall be disqualified from providing goods, works, services, loans or equity for any project resulting from or closely related to the Services and any breach of this obligation shall amount to a Conflict of Interest; provided that the restriction herein shall not apply after a period of three years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services provided to the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services provided to the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the firm of the Consultant or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor its Sub-consultant nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- a) during the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
- b) after the termination of this Agreement, such other activities as may be specified in the Agreement; or
- c) at any time, such other activities as have been specified in the RFP as Conflict of Interest.

3.2.4 Consultant not to benefit from commissions, discounts, etc.

The remuneration of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant’s sole remuneration in connection with this Agreement or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultant, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.5 The Consultant and its Personnel shall observe the highest standards of ethics and not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Consultant,

without being liable in any manner whatsoever to the Consultant, if it determines that the Consultant has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Authority shall forfeit and appropriate the Performance Security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to the Authority's any other rights or remedy hereunder or in law.

- 3.2.6 Without prejudice to the rights of the Authority under Clause 3.2.5 above and the other rights and remedies which the Authority may have under this Agreement, if the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Consultant shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Consultant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.
- 3.2.7 For the purposes of Clauses 3.2.5 and 3.2.6, the following terms shall have the meaning hereinafter respectively assigned to them
- a) **“corrupt practice”** means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
 - b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c) **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
 - d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.3 Confidentiality

The Consultant, its Sub-Consultants and the Personnel of either of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material,

whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Authority to the Consultant, its Sub-Consultants and the Personnel; any information provided by or relating to the Authority, its technology, technical processes, business affairs or finances or any information relating to the Authority's employees, officers or other professionals or suppliers, customers, or contractors of the Authority; and any other information which the Consultant is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("**Confidential Information**"), without the prior written consent of the Authority.

Notwithstanding the aforesaid, the Consultant, its Sub-Consultants and the Personnel of either of them may disclose Confidential Information to the extent that such Confidential Information:

- i. was in the public domain prior to its delivery to the Consultant, its Sub-Consultants and the Personnel of either of them or becomes a part of the public knowledge from a source other than the Consultant, its Sub-Consultants and the Personnel of either of them;
- ii. was obtained from a third party with no known duty to maintain its confidentiality;
- iii. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Consultant, its Sub-Consultants and the Personnel of either of them shall give the Authority, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and
- iv. is provided to the professional advisers, agents, auditors or representatives of the Consultant or its Sub-Consultants or Personnel of either of them, as is reasonable under the circumstances; provided, however, that the Consultant or its Sub-Consultants or Personnel of either of them, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

3.4 Liability of the Consultant

- 3.4.1 The Consultant's liability under this Agreement shall be determined by the Applicable Laws and the provisions hereof.
- 3.4.2 The Consultant shall, subject to the limitation specified in Clause 3.4.3, be liable to the Authority for any direct loss or damage accrued or likely to accrue due to deficiency in Services rendered by it.
- 3.4.3 The Parties hereto agree that in case of negligence or wilful misconduct on the part of the Consultant or on the part of any person or firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused to the Authority's property, shall not be liable to the Authority:
 - i. for any indirect or consequential loss or damage; and
 - ii. for any direct loss or damage that exceeds (a) the Agreement Value set forth in Clause 6.1.2 of this Agreement, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the Consultant to cover such a liability, whichever of (a) or (b) is higher.

3.4.4 This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to the Agreement Value.

3.5 Accounting, inspection and auditing

The Consultant shall:

- a) keep accurate and systematic accounts and records in respect of the Services provided under this Agreement, in accordance with internationally accepted accounting principles and standards such as Indian Accounting Standards, GAAP, etc and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof (including the basis of the Consultant's costs and charges); and
- b) permit the Authority or its designated representative periodically, and up to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Authority.

3.6 Consultant's actions requiring the Authority's prior approval

The Consultant shall obtain the Authority's prior approval in writing before taking any of the following actions:

- a) Appointing such members of the professional personnel as are not listed in Annex-2;
- b) any other action that is specified in this Agreement.

3.7 Reporting obligations

3.7.1 The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

3.8 Documents prepared by the Consultant to be property of the Authority

3.8.1 All reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or by the Sub-Consultants or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.

3.8.2 The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant, its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.

3.8.3 The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as "Claims") which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Consultant or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.

3.9 Materials furnished by the Authority

Materials made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

3.10 Providing access to Project Office and Personnel

The Consultant shall ensure that the Authority, and officials of the Authority having authorisation from the Authority, are provided unrestricted access to the office of the Consultant and to all Personnel during office hours. The Authority's official, who has been authorised by the Authority in this behalf, shall have the right to inspect the Services in progress, interact with Personnel of the Consultant and verify the records relating to the Services for his satisfaction.

3.11 Accuracy of Documents

The Consultant shall be responsible for accuracy of the documents drafted and/ or vetted and data collected by it directly or procured from other agencies/authorities, estimates and all other details prepared by it as part of these services. Subject to the provisions of Clause 3.4, it shall indemnify the Authority against any inaccuracy in its work which might surface during implementation of the Project, if such inaccuracy is the result of any negligence or inadequate due diligence on part of the Consultant or arises out of its failure to conform to good industry practice. The Consultant shall also be responsible for promptly correcting, at its own cost and risk, the documents including any re-survey / investigations.

4 CONSULTANT'S PERSONNEL AND SUB-CONSULTANTS

4.1 General

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

4.2 Deployment of Personnel

- 4.2.1 The designations, names and other particulars of each of the Consultant's Key Personnel required in carrying out the Services are described in Annex-2 of this Agreement. The estimates of Personnel Cost and man day rates are specified in Annex-4 of this Agreement.
- 4.2.2 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annex-2 may be made by the Consultant by written notice to the Authority, provided that (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 30% (thirty per cent), and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2. Any other adjustments shall only be made with the written approval of the Authority.
- 4.2.3 If additional work is required beyond the scope of the Services specified in the Terms of Reference, the estimated periods of engagement of Personnel, set forth in the Annexes of the Agreement may be increased by agreement in writing between the Authority and the Consultant, provided that any such increase shall not, except as otherwise agreed, cause payments under this Agreement to exceed the Agreement Value set forth in Clause 6.1.2.

4.3 Approval of Personnel

- 4.3.1 The Key Personnel listed in Annex-2 of the Agreement are hereby approved by the Authority. No other Key Personnel shall be engaged without prior approval of the Authority.
- 4.3.2 If the Consultant hereafter proposes to engage any person as Professional Personnel, it shall submit to the Authority its proposal along with a CV of such person in the form provided at Appendix-I (Form-11) of the RFP. The Authority may approve or reject such proposal within 14 (fourteen) days of receipt thereof. In case the proposal is rejected, the Consultant may propose an alternative person for the Authority's consideration. In the event the Authority does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause 4.3, it shall be deemed to have been approved by the Authority.

4.4 Substitution of Key Personnel

- 4.4.1.1 The Authority will not normally consider any request of the Selected Applicant for substitution of the Key Personnel as the ranking of the Applicant is based on the evaluation of the Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Key Personnel is not available for reasons of any incapacity or due to health, reasons beyond the control of the Applicant, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority. Decision of the Authority in this regard will be final.
- 4.4.1.2 The Authority expects the Key Personnel to be available during implementation of the Agreement. The Authority will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health, reasons beyond the control of the Applicant. Applicant shall be allowed to have substitution limited to two personnel over and above allowed substitution under unavoidable circumstances subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Authority after due Knowledge Transfer for at least 15 days.
- 4.4.1.3 In case of substitution beyond the permissible limit, penalty of INR 2,50,000 shall be imposed on each such substitution.
- 4.4.1.4 Substitution of the Project Manager will not normally be considered during the implementation of the Agreement, except in exceptional circumstances subject to approval of the purchaser, and may lead to disqualification of the Applicant or termination of the Agreement.

4.5 Working hours, overtime, leave, etc.

The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in the Agreement, and the Consultant's remuneration shall be deemed to cover these items. Any taking of leave by any Personnel for a period exceeding 7 days shall be subject to the prior approval of the Authority, and the Consultant shall ensure that any absence on leave will not delay the progress and quality of the Services.

4.6 Project Manager

The person designated as the Project Manager of the PMU shall be responsible for the coordinated, timely and efficient functioning of the PMU and shall be responsible for day to day performance of the Services.

4.7 Sub-Consultants

Hiring of Sub-Consultants is not permissible under this project.

5 OBLIGATIONS OF THE AUTHORITY

5.1 Assistance in Clearances

Unless otherwise specified in the Agreement, the Authority shall make best efforts to ensure that the Government shall:

- a) provide the Consultant, its Sub-Consultants and Personnel with work permits and such other documents as may be necessary to enable the Consultant, its Sub-Consultants or Personnel to perform the Services;
- b) facilitate prompt clearance through customs of any property required for the Services; and
- 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.

5.2 Access to land and property

The Authority warrants that the Consultant shall have, free of charge, unimpeded access to the site of the project in respect of which access is required for the performance of Services; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services.

5.3 Change in Applicable Law

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, by an amount exceeding 2% (two per cent) of the Agreement Value specified in Clause 6.1.2, then the remuneration otherwise payable to the Consultant under this Agreement shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the aforesaid Agreement Value.

The Goods & Service tax and other taxes other than income tax, as may be applicable from time to time, on the payment of the professional fees to the Consultant, shall be borne by the Authority.

5.4 Payment

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 6 of this Agreement.

6 PAYMENT TO THE CONSULTANT

6.1 Cost estimates and Agreement Value

6.1.1 An abstract of the cost of the Services payable to the Consultant is set forth in Annex-4 of the Agreement.

6.1.2 Except as may be otherwise agreed under Clause 2.6 and subject to Clauses 4.2.2 and 6.1.3, the payments under this Agreement shall not exceed the agreement value specified herein (the "Agreement Value"). The Parties agree that the Agreement Value is Rs. (Rs.).

6.1.3 Notwithstanding anything to the contrary contained in Clause 6.1.2, if pursuant to the provisions of Clause 2.6, the Parties agree that additional payments shall be made to the Consultant in order to cover any additional expenditures not envisaged in the cost estimates referred to in Clause 6.1.1 above, the Agreement Value set forth in Clause 6.1.2 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. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

6.3 Mode of billing and payment

Billing and payments in respect of the Services shall be made as follows:-

- a) The Consultant shall be paid for its services as per the Payment Schedule at Annex-5 of this Agreement.
- b) The final payment under this Clause 6.3 shall be made only after the final Deliverable shall have been submitted by the Consultant and approved as satisfactory by the Authority. The Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Authority shall make the final payment upon acceptance or deemed acceptance of the final Deliverable by the Authority.
- c) Any amount which the Authority has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the Authority within 30 (thirty) days after receipt by the Consultant of notice thereof. Any such claim by the Authority for reimbursement must be made within 1 (one) year after receipt by the Authority of a final report in accordance with Clause 6.3 (c). Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.
- d) All payments under this Agreement shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

7 LIQUIDATED DAMAGES AND PENALTIES

7.1 Performance Security

7.1.1 For the purposes of this Agreement, performance security shall be deemed to be an amount equal to 5% (five per cent) of the Agreement Value (the "Performance Security"); provided that the Consultant shall not be required to provide Performance Security in the form of a bank guarantee or cash deposit.

7.1.2 Notwithstanding anything to the contrary contained in Clause 7.1.1, as and when payments become due to the Consultant for its Services, the Authority shall retain by way of Performance Security, 10% (ten per cent) of all the amounts due and payable to the Consultant, to be appropriated against breach of this Agreement or for recovery of liquidated damages as specified in Clause 7.2. The balance remaining out of the Performance Security shall be returned to the Consultant at the end of three months after the expiry of this Agreement pursuant to Clause 2.4 hereof. For the avoidance of doubt, the parties hereto expressly agree that in addition to

appropriation of the amounts withheld hereunder, in the event of any default requiring the appropriation of further amounts comprising the Performance Security, the Authority may make deductions from any subsequent payments due and payable to the Financial Consultant hereunder, as if it is appropriating the Performance Security in accordance with the provisions of this Agreement.

- 7.1.3 The Consultant may, in lieu of retention of the amounts as referred to in Clause 7.1.1 above, furnish a Bank Guarantee substantially in the form specified at Annex-6 of this Agreement.

7.2 Liquidated Damages

7.2.1 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Consultant and such error or variation is the result of negligence or lack of due diligence on the part of the Consultant, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Consultant by way of deemed liquidated damages, subject to a maximum of the Agreement Value.

7.2.2 Liquidated Damages for delay

In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Agreement Value per day, subject to a maximum of 10% (ten per cent) of the Agreement Value shall be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted.

7.2.3 Encashment and appropriation of Performance Security

The Authority shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 7.2.

7.2.4 Penalty for deficiency in Services

In addition to the liquidated damages not amounting to penalty, as specified in Clause 7.2, warning may be issued to the Consultant for minor deficiencies on its part. In the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of the Authority, other penal action including debarring for a specified period may also be initiated as per policy of the Authority.

8 FAIRNESS AND GOOD FAITH

8.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realisation of the objectives of this Agreement.

8.2 Operation of the Agreement

The Parties recognise that it is impractical in this Agreement to provide for every contingency which may arise during the life of the Agreement, and the Parties hereby agree that it is their intention that this Agreement shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Agreement either Party believes that this Agreement 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 failure to agree on any action pursuant to this Clause 8.2 shall not give rise to a dispute subject to arbitration in accordance with Clause 9 hereof.

9 SETTLEMENT OF DISPUTES

9.1 Amicable settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

9.2 Dispute resolution

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 9.3.

The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

9.3 Conciliation

In the event of any Dispute between the Parties, either Party may call upon [] and the Managing Partner/ Chairman of the Board of Directors of the Consultant or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 9.2 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 9.3.

9.4 Arbitration

9.4.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 9.3, shall be finally decided by reference to arbitration by an Arbitral Tribunal appointed in accordance with Clause 9.4.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The venue of such arbitration shall be ***** and the language of arbitration proceedings shall be English.

9.4.2 There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

9.4.3 The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Clause 9 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

9.4.4 The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

9.4.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

9.5 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 Authority 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 Authority for performance of works/services under the Contract.
- v. The Consultant shall at all times indemnify and keep indemnified the Authority 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 Authority 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 Authority 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 Authority.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of
Consultant:

(Signature)
(Name)
(Designation)
(Address) (Fax No.)
In the presence of:

1.

SIGNED, SEALED AND DELIVERED

For and on behalf of
Authority

(Signature)
(Name)
(Designation)
(Address) (Fax No.)

2.

10 Annexure – 1: Terms of Reference

11 Annexure – 2: Deployment of Resources and Reporting Requirement

(Reproduce as per RFP Volume I: Form-6 of Appendix-I)

12 Annexure – 3: Approved Sub-Consultant(s)

Not Applicable

13 Annexure - 4: Cost of Services

(Reproduce as per RFP Volume I: Form-2 of Appendix-II)

14 Annexure - 5: Payment Schedule

(Reproduce as per RFP Volume I: 6.5 Terms of Agreement, Deliverables, and Payment Terms)

15 Annexure - 6: Bank Guarantee for Performance Security*(Refer Clause 7.1.3)*

To

[The CEO/ Director, PCSCCL

acting through

****]

In consideration of **** acting on behalf of the [CEO/ Director, PCSCCL] (hereinafter referred as the “Authority”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the “Consultant” which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Authority’s Agreement no. dated valued at Rs. (Rupees), (hereinafter referred to as the “Agreement”) a consultancy services for [****], and the Consultant having agreed to furnish a Bank Guarantee amounting to Rs..... (Rupees) to the Authority for performance of the said Agreement.

1. We, (hereinafter referred to as the “Bank”) at the request of the Consult- ant do hereby undertake to pay to the Authority an amount not exceeding Rs. (Rupees) against any loss or damage caused to or suffered or would be caused to or suffered by the Authority by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement.
2. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Authority stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Authority by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees).
3. We, (indicate the name of Bank) undertake to pay to the Authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

- 4. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.
- 5. We, (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
- 6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s).
- 7. We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.
- 8. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** crore (Rupees ***** crore) only. The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 180 days after the Bid Due Date specified in the RFQ/RFP for the Project)].

Dated, the day of 20

For

(Name of Bank)

(Signature, name and designation of the authorised signatory)

Seal of the Bank: