



Diu Smart City Limited (DSCL)

REQUEST FOR PROPOSAL

RFP No.: 01/2018-19/DSCL/Diu

Particulars	Details
Authority	Diu Smart City Limited (DSCL), Diu, UT of Daman and Diu, INDIA
Project Name	Smart City Proposal Implementation in Diu City
Assignment Name	Appointment of Strategic Management Consultant and Project Implementation and Project Management consultant for Design, Development, Implementation and Monitoring of Smart City Proposal of Diu Smart City Limited
Document Issue Date	19 May , 2018
Document Number	01

Diu Smart City Limited, Diu, UT of Daman & Diu, India

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DISCLAIMER

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

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

Information provided in this RFP to the Consultants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The 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 Consultant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

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

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

Section 1. Letter of Invitation

19 / May /2018

RFP No.: 01/2018-19/DSCL/Diu

Project Name: Smart City Proposal Implementation in Diu City.

Name of the SPV : Diu Smart City Limited

Title of the Consulting Services: Appointment of Strategic Management Consultant and Project Implementation and Project Management Consultant for Design, Development, Implementation and Monitoring of Smart City Proposal of Diu Smart City Limited

Dear Mr. /Ms.:

1. The Diu Smart City Limited (hereinafter called "Authority") is implementing Smart City Proposal in Diu City under Smart City Mission.
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): **Appointment of Strategic Management Consultant and Project Implementation and Project Management consultant for Design, Development, Implementation and Monitoring of Smart City Proposal of Diu Smart City Limited.** More details on the Services are provided in Section 8. Terms of Reference.
3. It is not permissible to transfer this invitation to any other firm.
4. A firm will be selected under Quality and Cost Based Selection method (QCBS) and in a Proposal format as described in this RFP.
5. Consultants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
6. The bids shall be accepted through e-tendering process as described in the RFP.
7. The Bid will be rejected in case the Consultant has submitted the conditional bid and/or the specifications of the terms to be supplied are not complied with RFP

8. The Consultants will submit the proposal by the date & time indicated in Data Sheet and the instructions to the Consultants called project specific information.

9. The RFP includes the following documents:

Section 1 – Letter of Invitation

Section 2 – Instructions to Consultants and Data Sheet

Section 3 – Qualification Documents & Technical Proposal - Standard Forms

Section 4 – Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Corrupt and Fraudulent Practices

Section 7 – Miscellaneous

Section 8 – Terms of Reference

Section 9 – Standard Forms of Contract

Annexure A – Format for submission of Pre Bid Queries

Yours sincerely,

CEO DSCL,
C/o Diu Municipal Council, Fort Road, Diu Pin: 362520
Ph. No. +91 2874 252126
E-mail: diudscl@gmail.com

Section 2. Instructions to Consultants and Data Sheet

Instruction to Consultants (ITC)

A. General Provisions

1. Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- (c) "CEO" means the Chief Executive Officer of the Diu Smart City Limited.
- (d) "Client" means Chief Executive officer of Diu Smart City Limited (DSCL), the implementing agency that signs the Contract for the Services with the selected Consultant.
- (e) "Consultant" means a legally-established professional consulting firm or an entity who submit their proposal that may provide or provides the Services to the Client under the Contract.
- (f) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices as given in Schedule 9 of this document.
- (g) "Core Team Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.

"Sector Expert(s)" means an individual professional and support staff provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any

part thereof under the Contract and whose CVs are required for eligibility but not for evaluation.

“Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.

- (h) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment condition to supplement, but not to over-write, the provisions of the ITC.
- (i) “Day” means a calendar day.
- (j) “DMC” means Diu Municipal Council
- (k) “DSCL” means Diu Smart City Limited
- (l) “Gol” means the Government of India.
- (m) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provide the Consultants with information needed to prepare their Proposals.
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.
- (p) “MoUD” means Ministry of Urban Development presently called Ministry of Housing and Urban Affairs(MoHUA)
- (q) “Module” means group of projects
- (r) “Personnel” means, collectively, Core Team Experts, Sector Experts, or any other personnel of the Consultant).
- (s) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.

	<p>(t) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(u) "SRFP" means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.</p> <p>(v) "Services" means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(w) "SPV" means Special Purpose Vehicle which is Diu Smart City Limited (DSCL).</p> <p>(x) "TORs" (Section 8 of this RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
<p>2. Introduction</p>	<p>2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The Consultants are invited to submit Qualification Documents, Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take into account in preparing their Proposals, including attending a pre-bid meeting if one is specified in the Data Sheet. Attending any such pre-bid meeting is optional and is at the Consultants' expense. If any such pre-bid meeting is organized, a senior representative or /signatory/ authorised representative and/or proposed team leader need to attend.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.</p>
<p>3. Conflict of Interest</p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p>

	<p>3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Diu Smart City Limited.</p> <p>a. Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
a. Conflicting activities	(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting assignments	(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Personnel and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
c. Conflicting relationships	(iii) <u>Relationship with the Client’s staff:</u> a Consultant (including its Personnel and Sub-consultants) that has a close business or family relationship with a professional staff of the Client, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment

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

	<p>in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).</p> <p>10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).</p>
11. Only One Proposal	11.1 The Consultant shall submit only one Proposal, either in its own name or as a part member of a consortium. If a Consultant submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
12. Proposal Validity	<p>12.1 The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Core Team Experts & Sector Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Core Team Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 12b of this ITC.</p>
a. Extension of Validity Period	<p>12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Core Team Experts.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
b. Substitution of Key Personnel (Experts Pool, and Resource Pool) at Validity Extension	<p>12.7 Substitution for team leader and other core team members are not allowed for the period of two years from the date of agreement signing.</p> <p>12.8 The substitution shall be allowed only in case of unavoidable circumstances with equally qualified professional with written approval from DSCL. Unavoidable circumstances</p>

	<p>would include death, sickness leading to incapacity, inability to perform the assignment to the best of his/her abilities.</p> <p>12.9 If any of the Core Team Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement of Core Team Expert shall have equal or better qualifications and experience than those of the originally proposed. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Core Team Expert.</p> <p>In case of substitution of Core Team Expert/ Experts after signing of agreement upto two years from the agreement signing date, penalty of 2% on all monthly payments incurring after the date of replacement of the expert shall be levied for each member replaced from the Core team.</p> <p>12.10 If the Consultant fails to provide a replacement of Core Team Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, penalty of 5% on all monthly as well as delivery based payments after the replacement of the expert will be levied.</p> <p>12.11 The replacement of the consultant during the project duration shall be as indicated in the Data Sheet.</p>
c. Sub-Contracting	12.12 The Consultant shall not subcontract any of the Services.
13. Clarification and Amendment of RFP	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Pre-bid meeting. Any request for clarification must be sent in writing, or by standard electronic means, to the Client’s address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will upload the response (including an explanation of the query but without identifying its source) or the clarifications shall be uploaded on the client’s website. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>a) At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendments shall be uploaded on the client’s website and will be binding on them. The Consultants shall update themselves by visiting the client’s website regularly, for not</p>

	<p>being updated by the Consultants themselves, Client bears no responsibility.</p> <p>b) If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.</p>
<p>14. Preparation of Proposals – Specific Considerations</p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>a) The Client may indicate in the Data Sheet the estimated Personnel time input (expressed in person-month) or the Client’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.</p> <p>b) If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Personnel, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>c) For assignments under the Fixed-Budget selection method, the estimated Personnel time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
<p>15. Qualification Documents, Technical Proposal Format and Content</p>	<p>15.1 The Qualification Documents and Technical Proposal shall not include any financial information. Qualification Documents and Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.1.1 Consultant shall not propose alternative Core Team Experts and Sector Experts. Only one CV shall be submitted for each Key Expert position as indicated in the TOR. Failure to comply with this requirement will make the Proposal non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p>

16. Financial Proposal	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) Time based projects, (b) Delivery Based Projects indicated in the Data Sheet . The proposal shall include the details of the projected expenditure incurred by the consultant on remuneration, travel and food expenses.
a. Price Adjustment	16.2 For assignments with a duration exceeding 36 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet .
b. Taxes	16.3 The Consultant and its Sub-consultants and Personnel are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet . Information on taxes in the Client’s country is provided in the Data Sheet .
c. Currency of Proposal	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet . If indicated in the Data Sheet , the portion of the price representing local cost shall be stated in the national currency.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency of client’s country.
17. Earnest money Deposit (EMD)	<p>17.1 An EMD amount as indicated in the Data Sheet in the form of demand draft (DD) or Bank Guarantee (BG) drawn in favour of the client name indicated in the Data Sheet and payable at place as mentioned in the Data Sheet, must be submitted along with the Proposal.</p> <p>17.2 Proposals not accompanied by EMD shall be rejected as non-responsive.</p> <p>17.3 No interest shall be payable by the Client for the sum deposited as earnest money deposit.</p> <p>17.4 The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.</p> <p>17.5 The EMD of the successful bidder would retained by the Authority as part of Performance Security. The successful bidder shall provide additional amount equal to the difference between the EMD and the Performance Security as Performance Security.</p>
18. The EMD shall be forfeited by the Client in the events	<p>18.1 If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.</p> <p>18.2 If the Proposal is varied or modified in a manner not acceptable to the Authority after opening of Proposal during the validity period or any extension thereof.</p>

	<p>18.3 If the consultant tries to influence the evaluation process.</p> <p>18.4 If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).</p> <p>18.5 Bidder does not respond to requests for clarification of its proposal</p> <p>18.6 In case of a successful Bidder, the said Bidder fails-to sign the Agreement in time</p> <p>18.7 In case it is found that, the bidder/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true,</p>
<p>19. Bid documents and Processing Fees</p>	<p>19.1 All consultants are required to pay amount as indicated in the Data Sheet towards the cost of Bid documents and Bid Processing Fees as follows:</p> <ul style="list-style-type: none"> a. Bid Documents and Bid Processing fee shall be paid online and receipt of the same shall be submitted along with qualification document. b. The Bid Documents fee and Bid Processing Fee is Non-Refundable. <p>19.2 Please note that the Proposal, which does not include the Bid Documents fee and bid processing fees, would be rejected as non-responsive.</p>

C. Submission, Opening and Evaluation

<p>20. Submission, Sealing, and Marking of Proposals</p>	<p>20.1 The Consultant shall upload scanned copies of signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission shall be online and uploaded hard copies along with EMD shall be sent to the Client’s address. The evaluation will be done on the basis of the document uploaded. Hard copies of the uploaded documents shall be sent to the Client before opening of Technical proposals.</p> <p>20.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for the Qualification Documents, Technical Proposal and the Financial Proposal and shall initial all pages as required. The authorization shall be in the form of a written power of attorney attached to the Qualification Documents Proposal.</p> <p>20.21 A Proposal submitted by a Joint Venture/Consortium shall be accompanied by the Power of Attorney of Lead Member of Consortium and MoU of Joint Bidding, signed by all members so as to be legally binding on all members, and by</p>
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	<p>an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>20.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal. The modifications and revisions after a proposal has been submitted will only be accepted if a written request is made by the consultant and a summary sheet of the changes done is attached with the resubmitted proposal. The resubmission shall be done before the deadline.</p> <p>20.4 The signed Proposal shall be marked "Original", and its copies marked "Copy¹" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>20.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "Technical Proposal", "Appointment of Strategic Management Consultant and Project Implementation and Project Management consultant for Design, Development, Implementation and Monitoring of Smart City Proposal of Diu Smart City Limited.", reference number, name and address of the Consultant, and with a warning "Do Not Open until [insert the date and the time of the Technical Proposal submission deadline]."</p> <p>20.6 The sealed envelopes containing the Qualification Documents, Technical Proposals shall be placed into one outer envelope and sealed (physically as well digitally as applicable). This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]"</p> <p>20.7 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal and the proposal will be rejected</p>
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¹Copy means photocopy (ies) of the original proposal.

	<p>20.8 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected.</p>
<p>21. Confidentiality</p>	<p>21.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Qualification Documents, Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>21.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.</p> <p>21.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
<p>22. Performance Security</p>	<p>22.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security in the form of bank guarantee shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, <i>inter alia</i>, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:</p> <ul style="list-style-type: none"> (a) if an Applicant engages in any of the Prohibited Practices specified in Clause 5 of this RFP; (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 3 of this RFP; and

	<p>(c) if the selected Applicant commits a breach of the Agreement.</p> <p>22.2 An amount equal to 10% (ten per cent) of the agreement value shall be deemed to be the Performance Security for the purposes of this Clause 22, which may be forfeited and appropriated in accordance with the provisions hereof.</p> <p>22.3 Performance security shall be submitted in the form of Bank Guarantee from the Scheduled Bank having branch at Diu.</p>
23. Opening of Technical Proposals	<p>23.1 The Client's evaluation committee shall conduct the opening of the Qualification Documents & Technical Proposals in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 26 of the ITC.</p> <p>23.2 At the opening of the Qualification Documents Proposals the following shall be read out:</p> <p>23.3 the name and the country of the Consultant</p> <p>23.4 the presence or absence of a duly sealed envelope with the Financial Proposal;</p> <p>23.5 any modifications to the Proposal submitted prior to proposal submission deadline; and</p> <p>23.6 Any other information deemed appropriate or as indicated in the Data Sheet.</p>
24. Proposals Evaluation	<p>24.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Qualification Documents and Technical Proposals shall have no access to the Financial Proposals until the Qualification Documents & Technical Evaluation is concluded.</p> <p>24.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Qualification documents, Technical and Financial Proposals.</p>
25. Evaluation of Qualification Documents and Technical Proposals	<p>25.1 The Client's evaluation committee shall evaluate the Qualification Documents and Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Firstly, each responsive proposal's Qualification Documents shall be</p>

	<p>evaluated. The Consultants whosoever qualifies in the Qualification Documents their technical proposals shall be evaluated. Each qualified proposal in Qualification Documents will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
<p>26. Public Opening of Financial Proposals (for QCBS, methods)</p>	<p>26.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant’s overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will not be opened online. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date shall allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant’s choice.</p> <p>26.2 The Financial Proposals shall be opened by the Client’s evaluation committee at the date and time in the presence of the representatives of those Consultants whosoever shall be present and whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. Only online proposal will be opened and marks will be allotted based on online proposal. Sealed proposal will not be opened. Total Scores shall be sent to all Consultants who submitted Proposals and/or uploaded on the Client’s web site.</p> <p>In case of any technical glitch / any unavoidable circumstances during opening of online financial proposal, sealed proposal will be opened and marks will be allotted on the basis of sealed proposal.</p>

	26.3 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.
27. Correction of Errors	27.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
28. Taxes	28.1 The Client's evaluation of the Consultant's Financial Proposal shall include taxes and duties in the Client's country in accordance with the instructions in the Data Sheet also including all indirect taxes including GST, levies, duties etc. as applicable in India.
29. Conversion to Single Currency	29.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
30. Combined Quality and Cost Evaluation. Quality- and Cost-Based Selection (QCBS)	30.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for discussions and finalize the contract agreement for PMC.
D. Negotiations and Award	
31. Negotiations	31.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
a. Availability of Core Team Experts and Sector Experts	31.2 The invited Consultant shall confirm the availability of all Core Team Experts and Sector Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Core Team Experts and Sector Experts availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.
32. Conclusion of Negotiations	32.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

	<p>32.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
33. Award of Contract	<p>33.1 After completing the negotiations the Client shall sign the Contract; publish the award information as per the instructions in the Data Sheet; and promptly notify the other technically qualified Consultants or upload the detail on the website.</p> <p>33.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>

E. Data Sheet

DATA Sheet	
A. General	
Reference to ITC Clause number	
2.1	<p>Name of the Client: <i>Diu Smart City Limited</i> (DSCL)</p> <p>Method of selection: Quality and Cost Based Selection.</p>
2.2	<p>Financial Proposal to be submitted together with Qualification Documents and Technical Proposal: Yes</p> <p>The name of the assignment is: Appointment of Strategic Management Consultant and Project Implementation and Project Management consultant for Design, Development, Implementation and Monitoring of Smart City Proposal of Diu Smart City Limited.</p>
2.3	<p>A pre-bid meeting will be held: Yes</p> <p>Date of pre-bid meeting: 25 May, 2018</p> <p>Time: 03:00 PM</p>

	<p>Your queries may be sent on e-mail in format attached as Annexure A attached in word.doc format, before 23 May, 2018, 5:00 pm .Queries submitted after the above date will not be entertained.</p> <p>Address: Conference Room, Diu Municipal Council</p> <p>E-mail: Diudscl@gmail.com</p> <p>Contact person/ coordinator: Ashwin Shah, Municipal Engineer</p> <p>Contact: 98257 36319</p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>Smart City Proposal of Diu City can be downloaded from government of India's Smart City website http://smartcities.gov.in (The consultants are requested to study the document in detail.)</p> <p>Clarifications may be requested as per Clause 13.1 of Data Sheet</p>
4.1	NA
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English Language.</p> <p>All correspondence exchange shall be in English Language.</p> <p>No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English by approved/authorized/licensed translator², in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p>Qualification Documents</p>

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

1st Inner Envelope (Envelope- A)

- (1) Letter of Submission of Proposal
- (2) Power of Attorney to sign the Proposal
- (3) Format of Memorandum of Understanding (MoU) for joint bidding in case of Joint Venture.
- (4) Financial Qualification Forms
- (5) Technical Qualification Forms
- (6) Affidavit Certifying that Consultant (Consulting Firm)/ Director(s) of Consulting Firm are not blacklisted.
- (7) Bank Guarantee form for EMD/DD for EMD.
- (8) Copy of the bid processing fee receipt

AND

For FULL TECHNICAL PROPOSAL (FTP):

2nd Inner Envelope (Envelop-B)

- (1) TECH-1
- (2) TECH-2
- (3) TECH-3
- (4) TECH-4
- (5) TECH-5
- (6) TECH-6
- (7) TECH-7
- (8) TECH-8

AND

Financial Proposal (Online and Physical submission):
3rd inner envelope (Envelope- C)

	<p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(3)Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
10.2	Statement of Undertaking is required : No
11.1	<p>Joint venture (JV): Allowed – <u>Joint Venture (JV) can be maximum of three partners including Lead Member .</u></p> <p>Consortium: Allowed.</p> <p>All the members of the JV/consortium will be jointly as well as severally liable to the Diu Smart City Limited for the performance of the contract.</p> <p><u>Participation of Core Team Experts, Sector Experts, and sub-consultants in more than one Proposal is permissible:</u> No</p>
12.1	Proposals must remain valid for 180 (one hundred and eighty) calendar days after the proposal submission deadline.
12.9	DELETED
13.1	<p>Clarifications may be requested no later than 01 (one) day prior to the pre-bid meeting date.</p> <p>Chief Executive Officer, Diu Smart City Limited, Diu, UT of Daman & Diu, India</p> <p>C/o Diu Municipal Council, Fort Road, Diu Pin: 362520</p> <p><u>Ph. No. +91 2875 252126</u></p> <p>The contact information for requesting clarifications is</p> <p>E-mail: diudscl@gmail.com</p>
14.1 a	<p>A. For Time Based components:</p> <p>Estimated number of Professional staff-months is: ~252 person-months.</p>

	<p>The Consultant's Proposal must include the minimum 252 person-months Professional staff months for Time Based component. For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) will be multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.</p> <p>B. For Lump Sum /Deliverable based component: Estimated number of Professional staff-months is: ~300 person-months.</p>
14.1.1	<p>Consultants may associate with</p> <p>(a) non-Qualified Consultant(s): No Or (b) other Qualified Consultant(s): No</p>
14.1.2	As per the Detail provided in the TOR.
15.2	<p>The format of the Technical Proposal to be submitted is: Full Technical proposal (FTP).</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p>Reimbursable Expenses:</p> <p>N.A.</p>
16.2	<p>Price Adjustment</p> <p>A price adjustment provision applies to remuneration rates: NO.</p>
16.3	<p>Amount payable by the Client to the Consultant under the contract to be subject to local taxation: Yes</p> <p>The Client will reimburse the Consultant for indirect local taxes (including GST) and duties as per SCC Clause 39.1, 39.2 and 39.3 – No</p> <p>The Client will reimburse the Consultant income tax paid in India on the remuneration for services provided by the non-resident staff of the consultant – No</p>

16.4	<p>The Financial Proposal shall be stated in the following currencies: Indian Rupees.</p> <p>The Financial Proposal should state local costs in the Client’s country currency (local currency): In Indian Rupees</p>
17.1	<p>An EMD of INR. 25,00,000 (Indian Rupees Twenty five Lakh) in the form of Bank Guarantee (BG) from a Nationalized bank or Scheduled Commercial Bank in India and drawn in favour of the Diu Smart City Limited and payable at Diu, must be submitted along with the Proposal and soft copy of the BG is uploaded on e-tendering website .</p> <p>If the EMD is submitted through BG, the minimum validity date of the BG should be 180 (one hundred eighty) days from the last date of submission of the bids.</p>
19.1	<p>Bid Documents and bid processing fee INR. 20,000 (Indian Rupees Twenty Thousand Only) shall be paid in the form of DD from a Nationalized bank or Scheduled Commercial Bank in India and soft copy of the DD is uploaded on e-tendering website .</p>

C. Submission, Opening and Evaluation

20.1	<p>The Consultants shall submit their Proposals online, as per clause 20.4 of the data Sheet.</p> <p>Note to the Consultants for e-tendering:</p> <ul style="list-style-type: none"> a) In participation in e-tendering of Authority, it is mandatory for prospective Consultants to get registered on website https://daman.nprocure.com/ Thus, it is advised to all prospective Consultants to get registration by making on line registration fees. b) It is mandatory that the Consultants sign their bids online using Class-II or Class-III Digital Signature Certificates, so the same should be obtained at the earliest if not obtained already. c) For further information regarding issue of Digital Signature Certificate, the Consultants may visit website www.nprocure.com. It is to be noted that it may take upto 3 to 4 working days for issue of Digital Signature Certificate. Authority shall not be responsible for any delay in issue of Digital Signature Certificate. d) If Consultant is bidding first time for e-tendering, then it is obligatory
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on the part of Consultant to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.

- e) Consultant must positively complete online e-tendering procedure at <https://daman.nprocure.com/>
- f) For any type of clarifications Consultants can visit help desk contact no. 01204200462, 01204001002 Mobile no. +919881044457, 8826246593, 9987912844 Email id-support-eproc@nic.in
- g) The original proposal, technical Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be submitted as per the formats provided in the RFP.
- h) An authorized representative of the Consultants shall initial all pages of the original Technical Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. **The Technical Proposal and Financial Proposal shall be submitted in Physical form in original and the scanned copy of the original Technical Proposal in pdf form shall be uploaded on the e-tendering website duly digitally signed. The signed Technical Proposal and Financial shall Proposal shall be marked "ORIGINAL Technical Proposal" & "ORIGINAL Financial Proposal"**
- i) **The financial Proposal shall be submitted online as well as in sealed physical form. Online proposal shall be signed digitally.**

Only online proposal will be opened and marks will be allotted based on online proposal. Sealed proposal will not be opened.

In case of any technical glitch / any unavoidable circumstance during opening of online financial proposal, sealed proposal will be opened and marks will be allotted on the basis of sealed proposal.
- j) The original Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" followed by the name of the assignment/job. The envelopes containing the Technical Proposals,

EMD, cost of bid documents & Bid processing fee, power of attorney shall be placed into an outer envelope and sealed physically as well as digitally as applicable. The technical proposal, EMD, power of attorney, document fee and processing fee shall be submitted in Physical form (hard copy) along with 1 copy and scanned copy of the technical proposal and EMD, power of attorney shall be submitted online duly digitally signed. **The Financial Proposal shall be submitted online and shall be signed digitally.** The original physical financial proposal shall also be sent to the authority along with a copy in a sealed envelope.

k) This outer envelope of the physical submission shall bear the submission address, name of assignment/reference number be clearly marked “DO NOT OPEN, BEFORE *[insert the time and date of the opening indicated in the Data sheet/key dates]*”. The Authority shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted online digitally sealed, this will constitute grounds for declaring the Proposal non-responsive.

l) The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Authority no later than the time and the date indicated in the Data sheet, or any extension to this. Any proposal received by the Authority after the deadline for submission shall be returned unopened.

20.4

The Consultant must submit the following:

Online submission
 (a) Technical Proposal-Scanned copy of original Qualification Documents and Technical proposal, EMD, Power of Attorney, Bid documents and Bid Processing Fees in pdf format, signed and scanned common set of Documents
 (b) Financial Proposal

Physical Submission
 Technical Proposal: One Original and 1 copy of the original Qualification Documents, Power of Attorney, Technical proposal, EMD, Bid Processing Fees and all other required schedules as per this RFP.
 Financial proposal : one original and 1 copy of the original.

	<p>Only online proposal will be opened and marks will be allotted based on online proposal. Sealed proposal will not be opened.</p> <p>In case of any technical glitch / any unavoidable circumstance during opening of online financial proposal, sealed proposals will be opened and marks will be allotted on the basis of sealed proposal.</p>
20.6	<p>The Proposals must be submitted no later than:</p> <p>Date: 7 June , 2018</p> <p>Time: 17:00 Hours</p> <p><i>[add translation of the warning marking [“Do not open....”] in the English language to the outer sealed envelope]</i></p> <p>The Proposal submission address is: CEO, Diu Smart City Limited C/O Diu Municipal Council, Fort Road, Diu, UT of Daman & Diu Pin 362520 E-mail: diudscl@gmail.com</p> <p>The technical and financial proposal should be submitted online also as mentioned in 20.1.The last date for online submission is 5 June, 2018.</p>
23.1	<p>An online option of the opening of the Technical Proposals is offered: Yes as per clause 20.1 of the Data Sheet.</p> <p>The opening shall take place at: CEO, Diu Smart City Limited C/O Diu Municipal Council, Fort Road, Diu, UT of Daman & Diu Pin 362520 Date: 8 June, 2018 Time: 12:00 Hours</p>
23.2	<p>The technical proposal will be opened online and after evaluation of technical proposal, score will be declared and the financial proposal of technically qualified bidders will be opened online only.</p>

25.1

Pre-Qualification Documents (Envelop A):

1. Registration:

- a. The Consultant in the case of Sole Member and all Members in case of a Consortium shall be an entity incorporated under the Indian Companies Act 1956/2013. The Consultant shall be required to submit a true copy of its Incorporation Certificate along with Technical Proposal as annexure.
- b. Consultant in the case of Sole Member and all Members in case of a Consortium must have a valid Goods and Service Tax registration in India.
- c. Consultant in the case of Sole Member and All Members in case of a Consortium must have at least an office in India which is operational for a period of last three years or more.

2. Financial Eligibility :

- a. Minimum Average Annual Turnover from Consultancy Services of the Bidder: **INR (Indian Rupees) 30 (thirty) Crores** in the last three financial years 2015-16, 2016-17, 2017-18
- b. The Minimum average annual turnover of each of the consortium partners in the last three years should be at least **INR 10 (ten) crores** in the last three financial years in case of three partners and at least **INR 15 (fifteen) crores** in case of two partners.

3. Technical Eligibility:

The Consultant should have Experience in **at least two(2)** assignments for Project Management Consultants/ Support Units/ Technical Support or Coordinator Consultants/Project Planning and Design for urban infrastructure assignments /PMC, advisory ,implementation of ICT infrastructure projects in the last five years at government levels (Central/ State/ Municipal)

Note: In this case bidder can be a single business entity / JV/Consortium

The Client permits consultants firms from **all countries** to offer consulting services.

Furthermore, it is the Consultant’s responsibility to ensure that it’s Personnel, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements as established by the client.

Technical Proposal (Envelop B):

Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposal:

No.	Scoring criteria	Maximum Score
A	<p>Relevant Experience as per Scope of the work</p>	<p>30 marks</p>
	<p>The Consultant shall have demonstrated experience in the following categories in last five Years</p> <p>Applicant’s experience (Maximum 30 marks):</p> <p>Category 1: Experience in providing services by the firm/consortium, by formation of a dedicated cell / project management unit/ PMC unit to any Department of State Government or any Ministry of Government of India or any Urban Development Authority or any Urban Local Body in India for a continuous period of 2 years, in last 5 years prior to the date of publication of this RFP with consultancy fee of at least INR 50 lakhs.</p> <p><i>Additional marks for experience as Smart City PMU – Maximum 3 Marks. 1 marks for each assignment subject to maximum of 3 marks.</i></p> <p>Category 2: Experience of preparing detailed project report and</p>	<p>Category 1 (total 6 marks): 1 Project – 1.5 Marks 2 Projects – 3 Marks Smart city PMU – 3 Marks</p> <p>Category 2 (total 6 marks):</p>

providing project management consultancy services for urban design projects, Rejuvenation of historical sites/ Redevelopment of market spaces, Landscape components/ tourism, having an consultancy fee of atleast INR 50 lakhs.(2 marks for each assignment)

Category 3: Experience of the firm in work of international standards /quality in projects planned, designed and executed involving development of water bodies, coastal areas & city beautification projects in the last 5 years.(2 marks for each assignment)

Category 4: Experience as project management consultant/ Design and /or Supervision consultant in Urban Infrastructure projects (water supply/sewerage/SWM) with consultancy service worth at least INR 40 lakhs.(2 marks for each assignment)

Category 5: Experience as project management consultant/ Design and/or Supervision consultant in Integrated ICT applications/e-governance related project leading to enhanced tourist experience or increased transparency/efficiency in service delivery (2 marks per project maximum of 6 marks)

Note: The project would be considered as successful, only if the developer was selected by the authority

Category 3 (total 4 marks):

Category 4 (total 4 marks):

Category 5 (total 6 marks):

	<p>Category 6: Experience of carrying out feasibility studies and formulation of Detail project report in Urban Sector (Master plans, City Sanitation Plans, Baseline Assessment, Financial Assessments, GIS Based City Mapping, Traffic Study, mobility plans, ICT Assessment).(1 mark per project subject to maximum 4marks)</p> <p><i>Note: the project will be considered only if a vendor was selected by the authority)</i></p>	Category 6 (total 4 marks):
B	Proposed approach, methodology and work plan to execute the assignment. Showcasing (through presentation³)	30 marks
1	Understanding of Diu Smart City Proposal	5 marks
2	Innovative approach towards the assignment	10 marks
3	Methodology and Work Plan leading to timely completion of the assignment	15 marks
C	Experience of the Personnel (Maximum 40 marks)	40 marks
	<p><u>Evaluation Criteria</u></p> <p>a. Educational Qualification – 1 marks</p> <p>b. Experience relevant to requirements under terms of</p>	<p>Core Team Experts (3 marks each, Maximum 30 marks):</p> <p>1. Urban Planner</p> <p>2. Urban Designer</p> <p>3. Landscape Architect</p>

³ Bidders are required to present their Approach and Methodology, Work Plan, and details as deemed critical to differentiate their bids, to the Diu Smart City Limited, on a date to be communicated by DSCL.

	<p>reference – 0.5 marks for each assignment capped to 2 marks</p>	<ol style="list-style-type: none"> 4. Transport Planner 5. Construction/Infrastructure Expert 6. Municipal Utility Expert 7. Procurement and Contracts Expert 8. Project Finance cum PPP Expert 9. Tourism Expert 10. ICT Expert <p>Sector Experts required for eligibility but not for scoring</p> <ol style="list-style-type: none"> 1. Conservation Architect 2. Tourism Management/Marketing Expert 3. Real Estate Expert 4. Quantity Surveyor 5. Environmental Expert 6. Marine Engineer 7. Sanitation and Waste Management Expert 8. Organization/HR expert <p>On Site Team (a 7 member team has to be deployed on-site for the entire duration of the project: <i>(Can be replaced with person of equal or higher capacity before signing a contract if acceptable to client)</i></p> <ol style="list-style-type: none"> 1. Team Leader Cum Urban Planner -2 marks 2. Urban Designer / Architect - 1.5 marks 3. Asst. Civil Engineer -1.5 marks 4. Graduate In Business Administration /Office Manager -1 Mark 5. Asst. Engineer IT -1.5 marks
--	--------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

		6. Associate Executive (Finance) 5 years -1.5 marks 7. Support engineer - 1 Mark
	Total	100 marks

Total points for the criteria :100

The minimum technical score (St) required to pass is: 70

Note:

1. The experience and financial capability of parent company shall not be considered in case of any Indian Subsidiary.
2. Experience of personnel in consultancy organizations only shall be considered.
3. In case, the applicant/JV partner has achieved physical & financial performance for the criteria mentioned above in past, in joint venture with other bidder (other than present JV partner), the portion of the work (physically and financially) of the bidder included in their Joint Venture Agreement in original contract work shall only be considered for evaluation purpose.
4. Consultant has to open a Project office space with internet connectivity, printing and communications facilities, workstations, storage, adequate lighting and ventilation, drinking water & toilet facilities, etc. for the entire project duration at Diu to house the onsite team and to conduct the various office-based activities of the assignment within 2 weeks of the contract signing.

26.1& 26.2	An online option of the opening of the Financial Proposals is offered: Yes Financial proposal (Envelope C) shall be opened online only but due to some technical glitch if the proposal can't be opened online ,then the sealed physical copy will be opened.
28.1	<u>For the purpose of the evaluation, the Client will consider the total cost as per FIN-2 and it shall INCLUDE all applicable, direct and indirect taxes levied on the contract's invoices.</u>
29.1	The single currency for the conversion of all prices expressed in various currencies into a single one is: <u>Indian Rupees</u>

	<p>The date of the exchange rate is: Deadline for submission of proposals specified in para 20.6 above.</p>
<p>30.1 Evaluation Criteria(QCBS only)</p>	<p>Minimum technical score (S_t) required to pass is: 70 The lowest evaluated Financial Proposal (F₀) is given the maximum financial score (S_f) of 100.</p> <p>Technical Bid Score: The Technical Bid Score ‘S_t’ of the Bidder shall be derived as under</p> <p>S_t = (T_m/T_H) x 100, where S_t is the Technical Bid Score T_m = Total technical bid marks of the bidder under consideration T_H = Highest total technical bid marks amongst all evaluated bids</p> <p>Financial bid score: The formula for determining the financial scores (S_f) of all other Proposals is calculated as following:</p> <p>S_f = (F₀/F_m)x 100,where “S_f” is the financial score F₀ is the lowest price F_m the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (F) Proposals are: T = 0.8, and F = 0.2</p> <p>Proposals are ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; F = the weight given to the Financial Proposal; T + F = 1) as following:</p> <p>S = S_t x T% + S_f x F%.</p>
	<p>D. Negotiations and Award</p>
<p>31.1</p>	<p>Expected date and address for contract negotiations: Date and Address shall be intimated to the selected bidder</p>
<p>32.1</p>	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: Will be done within seven days of completion of contract negotiation</p>

33.2	Expected date for the commencement of the Services: within 2 weeks from signing of Contract at Diu																												
E. Important Dates																													
	<table border="1"> <thead> <tr> <th data-bbox="407 384 496 464">Sr No</th> <th data-bbox="496 384 1057 464">Component</th> <th data-bbox="1057 384 1398 464">Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="407 464 496 541">I.</td> <td data-bbox="496 464 1057 541">Availability of Blank tender form</td> <td data-bbox="1057 464 1398 541">19/05/2018 to 25/05/2018</td> </tr> <tr> <td data-bbox="407 541 496 619">II.</td> <td data-bbox="496 541 1057 619">Last date and time for sending queries by email</td> <td data-bbox="1057 541 1398 619">24/05/2018 till 17.00 hrs</td> </tr> <tr> <td data-bbox="407 619 496 697">III.</td> <td data-bbox="496 619 1057 697">Pre Bid meeting</td> <td data-bbox="1057 619 1398 697">25/05/2018 at 15.00 hrs</td> </tr> <tr> <td data-bbox="407 697 496 774">IV.</td> <td data-bbox="496 697 1057 774">Last date and time for online bid submission</td> <td data-bbox="1057 697 1398 774">05/06/2018 till 17.00 hrs</td> </tr> <tr> <td data-bbox="407 774 496 894">V.</td> <td data-bbox="496 774 1057 894">Last date and time for physical submission of qualification document and technical and financial proposal</td> <td data-bbox="1057 774 1398 894">07/06/2018 till 17.00 hrs</td> </tr> <tr> <td data-bbox="407 894 496 972">VI.</td> <td data-bbox="496 894 1057 972">Opening of Technical proposal</td> <td data-bbox="1057 894 1398 972">08/06/2018 at 12.00 hrs</td> </tr> <tr> <td data-bbox="407 972 496 1050">VII.</td> <td data-bbox="496 972 1057 1050">Power Point Presentation on A&M</td> <td data-bbox="1057 972 1398 1050">To be intimated later on</td> </tr> <tr> <td data-bbox="407 1050 496 1251">VIII.</td> <td data-bbox="496 1050 1057 1251">Opening of financial Proposal</td> <td data-bbox="1057 1050 1398 1251">Technically qualified bidders' financial bid will be opened online and date will be intimated later on</td> </tr> </tbody> </table>	Sr No	Component	Date	I.	Availability of Blank tender form	19/05/2018 to 25/05/2018	II.	Last date and time for sending queries by email	24/05/2018 till 17.00 hrs	III.	Pre Bid meeting	25/05/2018 at 15.00 hrs	IV.	Last date and time for online bid submission	05/06/2018 till 17.00 hrs	V.	Last date and time for physical submission of qualification document and technical and financial proposal	07/06/2018 till 17.00 hrs	VI.	Opening of Technical proposal	08/06/2018 at 12.00 hrs	VII.	Power Point Presentation on A&M	To be intimated later on	VIII.	Opening of financial Proposal	Technically qualified bidders' financial bid will be opened online and date will be intimated later on	
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Section 3. Qualification documents and Technical Proposal – Standard Forms

Qualification documents

Appendix 1: Qualification Documents Proposal Submission Form

[On the Letter head of the Applicant]

{Location, Date}

To:

**Diu Smart City Limited
C/O Diu Municipal Council
Fort Road, Diu,
UT of Daman and Diu**

Ref: RFP for Appointment of Strategic Management Consultant and Project Implementation and Project Management consultant for Design, Development, Implementation and Monitoring of Smart City Proposal of Diu Smart City Limited.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Appointment of Strategic Management Consultant and Project Implementation and Project Management consultant for Design, Development, Implementation and Monitoring of Smart City Proposal of Diu City in accordance with your Request for Proposals dated [Insert Date] and our Proposal for QCBS method of selection. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate sealed envelope”.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.

-
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
 - (c) We have no conflict of interest in accordance with ITC 3.
 - (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Client's policy in regard to corrupt and fraudulent practices as per ITC 5.
 - (e) We, along with any of our suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by any State Government or Government of India or any multilateral funding agency or any Government of all the eligible countries.
 - (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of India.
 - (g) Except as stated in the Data Sheet, Clause 31.1, we undertake to negotiate a Contract on the basis of the proposed Core Team Experts and Sector Experts. We accept that the substitution of Core Team Experts for reasons other than those stated in ITC Clause 31 and ITC Clause 27 may lead to the termination of Contract negotiations.
 - (h) We confirm that our Application is valid for a period of 180 (one hundred and eighty) days from _____ (Application submission online Due Date)
 - (i) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature **{In full and initials}**: _____

Name and Title of Signatory: _____

Name of Consultant (company's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

Appendix 2: Format for Power of Attorney for Signing of Application

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

Power of Attorney

Know all men by these presents, we (name and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our application for Appointment of Strategic Management Consultant and Project Implementation and Project Management consultant for Design, Development, Implementation and Monitoring of Smart City Proposal of Diu City **(the “Project”)**, including signing and submission of all documents and providing information / responses to DSCL , representing us in all matters before DSCL, and generally dealing with DSCL in all matters in connection with our bid for the said Project.

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

For _____

(Signature)

(Name, Title and Address)

Accepted _____

(Signature)

(Name, Title and Address of the Attorney)

Note:

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

Appendix 3: Financial Qualification of the Applicant

S.No.	Financial Year	Annual Turnover (Rs. crore)
1	Financial Year 2015-16	
2	Financial Year 2016-17	
3	Financial Year 2017-18	

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

Name of the auditor issuing the certificate:

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

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

Appendix 4: Technical Qualifications Experience

[The following table shall be filled in for the Consultant]

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

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

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

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

[Identify contracts that demonstrate coetaneous infrastructure projects experience over the past 5 (five) years pursuant to Qualification criteria and Requirements. List contracts chronologically, according to their commencement (starting date)]

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

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

(Name and Sign of Authorized Signatory)

**Appendix 5: Format for affidavit certifying that consultant (consulting firm)/
director(s) of consulting firm are not blacklisted**

(On a Stamp Paper of relevant value)

Affidavit

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

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

Dated thisDay of, 201....

Name of the Applicant

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Appendix 6: Form of Bank Guarantee (Earnest Money Deposit)

Whereas M/s (hereunder called the consultants) is desirous and prepared to tender for work in accordance with terms and conditions of Tender. No. 01 of 2016-17 dated..... And whereas We,Bank, agree to give the Consultants a Guarantee for the Earnest Money Deposit.

1. Therefore, we here by affirm that we are Guarantors on behalf of the consultants up to a total of Rupees.....(i.e. Rs.....) and we undertake to pay the[Name of Client] upon his first written demand and without demur, without delay and without necessity of previous notice of individual or administrative procedure and without necessity to prove the bank the defects or short coming or debit of the contractor any sum within the limit of Rupees_____.
2. We further agree that the guarantee here in contained shall remain in full and effect during the period that would be taken for the acceptance of tender. However, unless a demand or claim under this guarantee is made only in writing on or before the..... We shall be discharged from all liabilities under the guarantee thereafter.

We undertake not to revoke the guarantee during its currency except with the previous consent of the[Name of Client] in writing.

We lastly undertake not to revoke the guarantee for any change in constitution of the consultants or the Bank.

Signature and Seal of Guarantor

Date :

Bank :

Appendix 7: Format for Power of Attorney for Lead Member of Consortium

(On Non –judicial stamp paper of Rs100/-or such equivalent amount and
Document duly attested by notary public)

Power of Attorney

Whereas Diu Smart City Limited (“DSCL”) has invited applications from interested parties for Appointment of Strategic Management Consultant and Project Implementation and Project Management consultant for Design, Development, Implementation and Monitoring of Smart City Proposal of Diu City

Whereas, the members of the Consortium are interested in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Request for Qualification Document, and other connected documents in respect of the Project, and
Whereas, it is necessary under the RFP Document for the members of the Consortium to designate the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project who, acting jointly, would have all necessary power and authority to do all acts, deeds and things on behalf of the Consortium, as may be necessary in connection the Consortium’s bid for the Project.

NOW THIS POWER OF ATTORNEY WITNESSTHAT;

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

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

Dated this theDay of2016

.....

(Executants)

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

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

Appendix 8: Format for Memorandum of Understanding (MoU) for Joint Venture

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

This Memorandum of Understanding (MoU) entered this ___ day of _____
_____ Among _____ and having its registered office at _____, (hereinafter referred as "_____", which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the First Part and _____ having its registered office at _____, (hereinafter referred as "_____", which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the Second Part and

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

WHEREAS Diu Smart City Limited ("DSCL") has invited Request for Proposal (RFP) Appointment of Strategic Management Consultant and Project Implementation and Project Management consultant for Design, Development, Implementation and Monitoring of Smart City Proposal of Diu City as per the terms contained in the RFP Document.

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

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

1. That the roles and the responsibilities of each Party at each stage of the Project shall be as Follows:

Name of Member	Proposed Stake in Consortium	Roles and Responsibilities

2. That the Parties shall be jointly and severally liable for the execution of the Projects arising from the States, Union Territories, as the case may be and in accordance with the terms of the Contract Agreement to be executed on award of such Projects.
3. That this MoU shall be governed in accordance with the laws of India and courts in Diu shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.
In witness whereof, the Parties affirm that the information provided is accurate and true and have caused this MoU to be duly executed on the date and year above mentioned.

1. First Party
2. Second Party

Witness:

- 1.
- 2.

Technical proposal Submission Forms

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

Checklist of Required technical Proposal Forms

Required for FTP or STP (v)		FORM	DESCRIPTION	Page Limit
FTP	STP			
√	√	TECH-1	Technical Proposal Submission Form.	
“√” If applicable		TECH-1 Attachment	If the proposal is submitted by a Joint Venture, attach a letter of intent or a copy of an existing agreement. Undertaking from all the members of the JV/Consortium to maintain status quo till the satisfactory completion of the assignment	
“√” If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorised representative of each JV member, and a power of attorney for the representative of the Lead Member to represent all JV members.	
√		TECH-2	Consultant’s Organization and Experience.	
√		TECH-2A	A. Consultant’s Organization	
√		TECH-2B	B. Consultant’s Experience	
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	√	TECH-5	Work Schedule and Planning for Deliverables	
√	√	TECH-6	Team Composition, Key Personnel Inputs, and attached Curriculum Vitae (CV)	
√	√	TECH-7	Assignment Details format	
√	√	TECH-8	Statement of Legal Capacity	

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

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

**Diu Smart City Limited
C/O Diu Municipal Council
Fort Road, Diu,
UT of Daman and Diu**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Assisting DSCL for Appointment of Strategic Management Consultant and Project Implementation and Project Management consultant for Design, Development, Implementation and Monitoring of Smart City Proposal of Diu City in accordance with your Request for Proposals dated [Insert Date] and our Proposal for QCBS method of selection. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate sealed envelope”.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Client’s policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our sub-consultants, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by

a any State Government or Government of India or any multilateral funding agency or any Government of the all the eligible countries.

- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of India.
- (g) Except as stated in the Data Sheet, Clause 31.1, we undertake to negotiate a Contract on the basis of the proposed Core Team Experts and Sector Experts. We accept that the substitution of Core Team Experts for reasons other than those stated in ITC Clause 31 and ITC Clause 27 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant:

Address: _____

Contact information (phone and e-mail): _____

Form TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Consultant's Core Team Experts, Sector Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company,
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only ongoing or similar assignments successfully completed⁴ in the last 5 (five) years.
2. List only those assignments for which the Consultant is/ was legally contracted by the Client as a company or is/was one of the joint venture partners. Assignments completed by the Consultant's individual personnel working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Personnel themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

⁴ Copy of Work Orders or Contract agreement or Completion Certificate or Experience Certificate from the competent authority needs to be attached.

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

Form TECH-3 (for Full Technical Proposal)

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

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

A - On the Terms of Reference

{Improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

Form TECH-4 (for Full Technical Proposal Only)

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

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

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

- a) Technical Approach, Methodology and presentation
- b) Work Plan leading to faster implementation of the assignment
- c) Organization and Staffing}

a) **Technical Approach, Methodology and presentation.**{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. **The Approach should mandatorily emphasize the innovation employed by the Consultant for timely completion of the Assignment. Please do not repeat/copy the TORs in here.**}

b) **Work Plan.**{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) **Organization and Staffing.**{Please describe the structure and composition of your team, including the list of the Core Team Experts and Sector Experts and relevant technical and administrative support staff.}

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

Form TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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

Form TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY PERSONNEL INPUTS

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

- 1 For Key Personnel, the input should be indicated individually for the same positions as required under the ITC Data Sheet 25.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty five (25) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 "Field" means work in the Project Office at Diu, India, "Home" work means work carried out in the Client's country or any other country outside the expert's country of residence but not at Project Office i.e. not physically present in Diu, India .

Full time input
 Part time input

**Form TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

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

Membership in Professional Associations and Publications:

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

Certifications, if any:

Adequacy for the Assignment:

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

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

Name of authorized
Representative of the Consultant
(same as the person signing the Proposal)

Signature

{day/month/year}

Date

Form TECH-7

ASSIGNMENT DETAILS OF THE BIDDER

Assignment Name:	Project Cost:
Country: Location within the Country:	Duration:
Name of Client:	Total No. of person-months of the assignment:
Address of Client:	Approx. value of the services provided by your firm under the contract (in current Rs):
	No. of person-months provided by your firm:
Start Date (month/year): Completion Date (month/year):	No. of professional person-months provided by the JV partners or the Sub-Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader): Project Leader : Project Manager : Team Members :
Narrative description of Project in brief:	
Description of actual services provided by your firm in the assignment:	
Name of Firm:	

Form TECH-8

STATEMENT OF LEGAL CAPACITY
(To be forwarded on the letterhead of the Bidder)

Reference Date:

To

.....
.....
.....

Sub: Appointment of Appointment of Strategic Management Consultant and Project Implementation and Project Management consultant for Design, Development, Implementation and Monitoring of Smart City Proposal of Diu Smart City Limited.

Dear Sir,

I/We hereby confirm that we, [Insert Bidder's name] satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (Insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of [Insert Bidder's name] on our behalf and has been duly authorized to submit our Proposal. Further, the authorized 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, designation of the authorised signatory)

For and on behalf of

Section 4. Financial Proposal - Standard Forms

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

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

FIN-1 Financial Proposal Submission Form

FIN-2 Financial Proposal

Form FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

**Diu Smart City Limited
C/O Diu Municipal Council
Fort Road, Diu,
UT of Daman and Diu**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Appointment of Strategic Management Consultant and Project Implementation and Project Management consultant for Design, Development, Implementation and Monitoring of Smart City Proposal of Diu Smart City Limited in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)}{Insert amount(s) in words and figures}, *including all applicable, direct and indirect taxes in accordance with Clause 28.1 in the Data Sheet.*

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

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

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}; _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

FORM FIN-2

SUMMARY OF COSTS

Particulars	Amount in Rupees
A. Competitive Components	
‘Monthly based payments’	
(A .1) Remuneration (Please note that amount shall be the same as in Form FIN-3A)	X-1
(A. 2) Reimbursable (Please note that amount shall be the same as in Form FIN-4A)	X-2
Total Cost of ‘Monthly based ’ [I]	$X = X-1 + X- 2$
‘Deliverable based Module 1 to 9’	
(B.1) Remuneration (Please note that amount shall be the same as in Form FIN-3B)	Y-1
(B.2)Reimbursable (Please note that amount shall be the same as in Form FIN-4B)	Y-2
Total Cost of ‘Deliverable Based payments’ [II]	$Y = Y-1 + Y-2$
Sub Total (A)5= [I +II]	$X + Y$
B. Non Competitive Components	
Provisional Sum (Please note that amount shall be the same as in Form FIN-5)	
Contingency (Please note that amount shall be the same as in Form FIN-5)	
<u>Sub Total (B)</u>	
<u>Total Cost of Financial Proposal (A+B)</u>	
<u>GST</u>	

GRAND TOTAL	XXXXXXXXXX
-------------	------------

The weightage of deliverable linked payment would be 75% and weightage for monthly payments would be 25% of the accepted contract value

Authorized Signature
Name:
Designation
Name of firm:
Add

**FORM FIN-3A (MONTHLY BASED)
BREAKDOWN OF REMUNERATION
(Professional Staff and Support Staff)**

(For details please refer to Note below)

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

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

*1 Key Professionals are to be indicated by name

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

Total Remuneration = _____ Amount in Rupees

(Amount in Words):

Note:

- 1 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, Assistants etc.). Cost of Secretarial services, if any, will be indicated in form Fin-5.
- 2 Positions of Professional Staff shall coincide with the ones indicated in Form TECH6
- 3 Indicate separately staff-month rate for each activity separately.

**FORM FIN-4A (MONTHLY BASED)
BREAKDOWN OF REIMBURSABLE EXPENSES**

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

*Total Reimbursable: = _____ Total amount in Rupees.

Amount in words:

FORM FIN-4B (Deliverable -module 1 to 9)
BREAKDOWN OF REIMBURSABLE EXPENSES

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

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

*Total Reimbursable: = _____ Total amount in Rupees.

Amount in words:

FORM FIN-5
PROVISIONAL SUMS

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

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

Amount in words:

APPENDIX
NOTE FOR PREPARATION OF FINANCIAL PROPOSAL

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

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

 - (i) Per Diem allowance

The Per Diem allowance shall be paid for stay requirements outside Home Office (Office (Central or Project city assigned to the Personnel) night for night spent away outside Home Office during such travel. The travel shall be undertaken with prior consent of the Client. The payment will be made on lump sum basis.
 - (ii) Office Operations

The Consulting firm is required to quote expenses for office expenses towards office operation and maintenance including all consumables and documentations as required for the project. The monthly payment shall be made on lump sum basis.
 - (iii) Office Accommodation

This shall be applicable only in case the office accommodation is not provided by the Project City or Central Office. The Consulting firm is required to quote rental value of accommodation for Office. The monthly payment shall be made on lump sum basis.
 - (iv) Local Transport

The Consulting firm is required to quote expenses for local transportation at project office as required for the project. The monthly payment shall be made on lump sum basis.
 - (v) Communication Costs

The Consulting firm is required to quote expenses for Communication Costs to all personnel and office as required for the project. The monthly payment shall be made on lump sum basis.

(vi) Report Production

The Consulting firm is required to quote lump sum expenses for Report Production as required for the project. The monthly payment shall be made on lump sum basis

5. Provisional Sums and Contingencies (Form FIN 5)

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

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

a. Workshops and seminars

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

b. Exposure visit

The expenditure made on exposure visit, road show, Smart city summit etc. with the approvals of employer shall be reimbursed based on actual.

c. Intercity travel

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

6. Contingencies

The provision of contingencies shall be there as indicated.

7. Other Allowances (Guest House)

Other Allowances expenses towards operation and maintenance of Guest House including all consumables as required for the project. The monthly payment shall be made on lump

sum basis.

8. Travel

The cost of travel (Four wheeler on hire)/ Air / Train Travel for project travels required for performance of the work, etc. The cost of transport for personnel by AC sleeper or AC Chair-car by trains / deluxe buses/ flight required for performance of the services to visit. The payment will be reimbursed on monthly pro-rata basis over duration of assignment.

Section 5. Eligible Countries

In reference to ITC6.1, for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this selection: **None**

Section 6. Corrupt and Fraudulent Practices

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

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

- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁶;
- (e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (f) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or

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

manipulating a full and fair competition in the Selection Process.

Section 7. Miscellaneous

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the UT of Daman and Diu in which DSCL has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

DSCL, 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
- b) modify the dates or other terms and conditions relating thereto;
- c) consult with any Bidder in order to receive clarification or further information;
- d) retain any information and/or evidence submitted to DSCL by, on behalf of and/or in relation to any Bidder; and/or
- e) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder

It shall be deemed that by submitting the Proposal, the Bidder agrees and releases DSCL, 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.

All documents and other information supplied by DSCL or submitted by a Bidder shall remain or become, as the case may be, the property of DSCL. DSCL will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential

DSCL reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

Section 8. Terms of Reference

8.1 Background

Government of India (GoI) has shortlisted 9 cities in the final round of the Smart Cities Mission, which includes Diu City. The Diu Municipal Council now intends to implement the Smart City Proposal.

The island of Diu is situated in the vicinity of Gujarat and forms a part of the Union Territory of Daman and Diu. The island has an area of 40 sq. kms, while that of the city is 17 sq. kms., The urban area of Diu, or the Diu City is administered by Diu Municipal Council, while the District Administration and the Village Panchayats administer the rural areas. DMC and District Administration work very closely in shaping the city's development.

Diu is unique geographically, culturally, and environmentally. It has 30 kms of coastline with several beaches and 7.5 sq. kms of wetlands. It has rich environmental reserves such as 516 hectares of forest area and bird sanctuary. It is a historic city which came under the influence of Chalukyas', Mughals' and then the Portuguese. This has brought about a very diverse and unique culture in Diu.

Post-independence, Diu has developed as a tourist city with its unique mix of architecture and presence of pristine beaches & seafront. It annually receives more than 16 lacs tourists with a variety of interests and cultures. Other important economic activity is fishing with an annual turnover of 250 Crores (approx.). Due to inadequate employment opportunities, there is an out-migration from Diu to other parts of the country and abroad. The population of island has 52,074, which exhibits a decreasing growth rate since last two decades. The city's population is 23,991 which exhibits an increasing growth rate.

Diu Island has been branded as 'Ilha De Calma', i.e. 'Island of peace'. In the Smart City Proposal, Diu city, leveraging on its heritage and identity, and at the same time being an integral part of the island, is envisioned as '***Cidade Encantadora***', i.e. 'City of Enchantment'. It thus aims at creating vibrancy in the city through various activities focusing upon three focus points, the tourists, the citizens and the environment. The vision is broken down in several goals which in turn translate into various projects for city.

GOAL 1: PROMOTION AND DIVERSIFICATION OF TOURISM INDUSTRY

Theme 1: Heritage Tourism

- a) To revive the old city precinct of the City
- b) To improve the historic and new tourist spots

Theme 2: Waterfront Tourism

- a) To create a continuous coastal promenade
- b) To develop and operate various Ocean Trips

Theme 3: Wetland Tourism

- a) To develop a wetland nature park

Theme 4: Tourism Facilitation

- a) To develop and operate the My Tour App
- b) To install and manage multi-functional digital boards / variable messaging systems

GOAL 2: CREATION OF A VIBRANT ECONOMY & SOCIETY**Theme 1: Supporting Local Economy**

- a) To develop an Outbound Centre and Convention Centre at Ghoghla
- b) To develop an Outbound Water Sport & Adventure Sport Centre at Simbor
- c) To develop a Fish Processing & Storage facilities, with Community Facilities at Ghoghla Jetty
- d) To develop a skill development centre & start-up / incubation centre at Ghoghla
- e) To upgrade fruits and vegetable market at Fort Road

Theme 2: Improving Quality of Life and Citizens Facilities

- a) To develop a Multi-facility centre at Ghogla
- b) To develop an Old Age Home at Diu
- c) To develop the Solid Waste Facility
- d) To upgrade the Sports Complex
- e) To facilitate E-Healthcare facility
- f) To facilitate E-Education facility
- g) To install Automated Meter Readers
- h) To install SCADA and bulk flow meters
- i) To install RFID tags
- j) To develop and install Integrated service management system and ERP
- k) To install Traffic and Parking Management
- l) To develop a Central Control Centre
- m) To install CCTVs
- n) To install Smart Kiosks
- o) To install Wind farm
- p) To develop and install a Land Management Tool

-
- q) To support the PMAY scheme
 - r) To support the Swachh Bharat Mission
 - s) To integrate with the OFC project

GOAL 3: Protecting and Enhancing the Environment

Theme 1: Green Transport

- a) To provide Improved Connectivity to Diu
- b) To provide Cross island mobility
- c) To provide Intra city mobility

Theme 2: Environmental Conservation

- a) To ensure nature protection

Converting these goals into projects, the Area based Development and Pan City projects have been conceptualized. This also involved extensive stakeholders' consultations with locals, tourists and administrative representatives and politicians.

Diu Smart City Limited (DSCL), the Special Purpose Vehicle formed for implementation of Smart City Proposal intends to implement these projects and seeks to appoint a Consulting firm for providing project management and implementation consulting services.

8.2 Objective of assignment

The objective of this consulting assignment is to appoint a strategic management consultant and project management and implementation and monitoring consultant to pursue the following 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 & pan city components under the Smart City Mission (SCM) in Diu
3. To develop and facilitate the tourist and tourism promotion programmes, events and activities
4. To facilitate projects to be undertaken on a PPP basis
5. To coordinate for integration of all convergence projects with the Smart City Project
6. To provide project management, monitoring and evaluation services to DSCL
7. To provide programme management services for the Diu Smart City project

8.3 Scope of Work

Projects identified under Diu 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. The Consultant shall provide assistance and advice to DSCL 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 & Pan City components as identified in the Smart City proposal.

Under this assignment the consultant is required to review and understand Diu Smart City Proposal (which can be downloaded from the website of Smart City mission/smart net). 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 Diu a Smart City.

For the Pan City components, the consultant shall assist SPV in conceptualization, system design, transaction advisory, appointment of hardware and software vendor, and operationalization and hand holding support of the digitally enabled Pan City projects.

The consultant shall also assist the DSCL in monitoring of the work of implementing agencies and shall be responsible for overall management and delivery of the project. The consultant's scope of work has been structured into the following tentative modules:

Module 1	Programme Monitoring & Project Management Support
1.1	Project Inception
1.2	SPV Business Plan, Staffing plan & Project Schedule
1.3	36 monthly progress reports
Module 2	Old City Revitalization
2.1	Adaptive Reuse of Govt. owned Buildings
a	Residence (Laxmi Park) to Library & Senior Citizens' Centre
b	Old DMC office to Boutique Hotel
c	Redevelopment of Diu Museum into a City Museum

e	Workshop to Café and Souvenir Shop
f	Development of Pensao Beira Mar as a Heritage hotel
2.2	Conservation & Façade Restoration of Pvt. Buildings
2.3	Urban Design of Streets & Public Areas in Walled City
2.4	Public Plaza outside Diu Fort
2.5	Public Plaza outside Naida Caves
2.6	Improvement of Heritage Walkway
2.7	Multifacility units outside Tourist Spots
Module 3	Creation of a continuous coastal promenade
3.1	Diu-Ghoghla Bridge Park
3.2	Sculpture Park & Cycle trail
3.3	Continuous Beach Promenade from ghogla till Chakratirth
3.4	Night Lighting of the entire coastal promenade
Module 4	Creation of trips, tours & events
4.1	Heritage walk in the old city
4.2	Dolphin sighting Tours at Bunder Jetty
4.3	Fishing Experience Programme
4.4	Day picnic spot and watersport centre at Simbor
4.5	Water taxi shuttle service to Panikotha
4.6	Round Island Water-taxi Cruise
Module 5	Cultural, Recreational & Civic Facilities
5.1	Boat Building Exhibition at Ghoghla Jetty
5.2	Aquarium at Ghoghla
5.3	Convention Centre at Diu & Outbound Centre at Simbor
5.4	Fishermen community centre
5.5	Skill development & incubation centre
5.6	Development of Bunder Chowk
Module 6	Transportation Projects
6.1	E Buses
6.2	E Rickshaws
6.3	Bus terminuses, bus-stops, and E Rickshaw stands
6.4	E-mobike
6.5	Bicycle share programme
Module 7	Utility Projects
7.1	Solid Waste Facility
7.2	Rainwater harvesting
Module 8	ICT Projects

8.1	My Tour App and managing/enhancing social media presence
8.2	Variable messaging system/smart poles
8.3	Tele medicine
8.4	Tele education
8.5	Automated meter readers
8.6	SCADA and bulk flow meters
8.7	RFID tags
8.8	Integrated service management & ERP and improvements to DMC website on the lines of the “E-municipality” guidelines
8.9	Traffic & Parking management
8.10	Command & Control Centre
8.11	CCTVs
8.12	Smart Kiosks
8.13	Land Management Tool
Module 9	PPP Projects
9.1	Development of land at FCI warehouse
9.2	Floatel
9.3	Cold storage and fish processing centre at Ghoghla Jetty
9.4	Multifacility centre
9.5	Old age home
9.6	Sea Plane services
9.7	Regional Cruise Terminal
9.8	Cable car from Diu to Ghoghla
Module 10	Convergence Projects
10.1	Catamaran Services (Diu - Daman)
10.2	PMAY
10.3	Swachh Bharat Mission
10.4	Wind Farm
10.5	Optical Fibre Cable

Note:

1. The fee for each module will be the percentage share of the total fee for the scope of that module (as given in section 8.3 of this RFP). At the time of contract signing, the shortlisted consultant in consensus with DSCL will review and agree to the final list of project items (as given in section 8.3 of this RFP) to be included into each module.
2. Project schedule should include a detailed project plan mentioning all the components along with the important milestones and their timelines. The project schedule should highlight the timelines for all the deliverables mentioned in this document.

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3. List of Projects mentioned in the Modules are tentative and further addition / deletion / modification of projects will be carried out and finalized in consultation with selected bidder within four months from date of signing the agreement.
 4. For any change in projects after four months from date of signing the agreement, fees for the Module will be paid in proportioned to the project cost of the Module.
 5. Any addition / modification in tentative list of Projects, fees for the Module will be paid in proportioned to the project cost of the Module not exceeding 15% of total fee quoted by the selected bidder.

8.4 Detailed Scope of Work:

Task 1: Facilitate Institutional Development of the SPV, Preparation of the Project Development Schedule and Business Plan for the SPV

The consultant shall initially mobilize the Core Team Experts, the Sector Experts, and the On Site Team following notice to proceed to set up project office and then mobilize further manpower as per requirement for each module.

Institutional development and strengthening of the SPV in accordance with the vision of the Smart City Proposal 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 and Pan City projects in an effective and timely manner. A defined organizational framework will lend this robustness and flexibility, institutional policies and guidelines, and a performance monitoring mechanism. In this context, the consultant's scope of work shall include:

1. Assist the SPV in recruitment and capacity building for the SPV's employees.
2. 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.
3. Assist the SPV in empanelment of vendors/contractors/service providers/design and supervision consultants.
4. Supervise the development/drafting of procurement manuals, governance structure, and financial reporting mechanisms of the SPV.
5. 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.
6. Provide knowledge support to SPV in organizing workshops, events, and other such events for both knowledge sourcing and dissemination.
7. 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.

8. Prepare a Project Development Schedule for the SPV which includes a review and updating of the SCP projects, packaging/ bundling of the projects into different project packages, developing a master schedule for project implementation
9. Assist DSCL 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,
10. Prepare the DSCL's future cash flow statement for the next five years to identify annual or quarterly funding requirements
11. Establish and operate a performance monitoring method for both, the consultant as well as the SPV. In this, the consultant shall be responsible to develop a monitoring scale of agreed parameters of tasks or activities of the consultant and the SPV. The consultant 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 consultant and the SPV efficient and accountable.

Task 2: Project design, development, management and implementation support for ABD projects

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

1. **Develop As Is and Gap Analysis report/Situational assessment report**
 - 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 outline development plans, Traffic Study, UT level Annual Action Plan, and DPRs and project documents for ongoing and proposed projects in the city
 - Review existing status of physical Infrastructure and other available secondary data.
 - Identify requirements of surveys, studies and investigations;
 - Define the requirements for necessary surveys & investigations
 - Prepare situational analysis, cost benefit analysis and preliminary project cost estimates.
 - Preparation of situation analysis report for each module

2. 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 UT 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.

3. Preparation of 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 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.

4. Appointment of Implementation agency

- 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 / UT Government guidelines. Under this task the Consultant is required to do the following:

- i. 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;
 - ii. Prepare contract documentation to include Letter of invitation, conditions of contract, specifications, design parameters; bills of quantities, etc. for all modules in close coordination with the SPV.
 - iii. The draft contract to be included in the bid documents shall, among other things, clearly define the obligations of the implementing agency with respect to financing (if applicable), design, construction, O&M, and tariffs; equitably allocate risks between the parties; and specify rules and procedures to address non- performance of contractual obligations.
 - iv. Assist in preparation of replies of the pre-bid queries, contract negotiations and award of contract(s).
- 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.

Task 3: Develop, design, implement and manage Pan City projects

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

The consultant is expected to assess and document the existing process' for measuring and documenting information. Further, the consultant is expected to develop a concept plan for managing and monitoring the pan city module effectively.

1. Develop As Is and Gap Analysis report/Situational assessment report

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- Review existing available documents & infrastructure on the proposed smart solution and integrate them into modules.
 - Prepare the separate As-Is of each Area Based Development & Pan Solution module.
 - Identify key stakeholders from City/ Official/ Elected Representatives/ Concerned NGOs, Eminent Citizens, Representative from Premium Institutes of the City/ State, Representatives of Business Organization in consultation with the MD/ CEO of DSCL etc. for consultation.
 - Evaluation of existing Broadband infrastructure in the city including both Government and Private Sectors to identify existing connectivity gaps (Fiber availability, Network Hubs, Redundancy etc.).
 - Prepare & submit the locations with coordinates (e.g. electricity poles, stations/ sub stations, water zones etc.), for the sensors & devices to be mapped in GIS for Water/ Sewerage/ Solid Waste/others Management.
 - Identify & prepare the interfaces of integration between the module under As-Is. Submit a simple and clear architecture of whole As-Is system consisting of all ABD and Pan Solutions modules in integrated manner.

2. Finalize Proposed Development & Prepare Requirement Specifications

- Prepare the separate list of proposed development for ABD & Pan Solution module
- Identify & prepare the interface of integration between the projects under To-Be.
- Submit a simple & clear architecture of whole To-Be system consisting of all ABD & Pan Solution modules in an integrated manner.
- Prepare the functional & non-functional requirements specifications.
- Prepare Networking and connectivity requirements
- Identify & prepare Data digitisation requirements
- Identify & prepare Training requirements
- Study various technologies and suggest the most viable techno-economic solution.
- Prioritize the activities of the projects/components and prepare a tentative implementation plan.
- Identify risks and suggest mitigations plans.

3. Preparation of Feasibility Report including Financial Implications and Viability

- Identify financial implications involved in the project based on the technoeconomic study.
- Identify the possibility of private/public participation in the service delivery of the project, as feasible and applicable.
- The financial viability of the project based on different financial models and recommend suitable model for each module indicating the rationale.
- Assist Client in consultation for each sub project or group of sub projects as applicable, with stakeholders to discuss the project wise scope identified and future use of the suggested solution architecture. Detailed system design: Conceptual design of the system showcasing entire database management, from data generation to retrieval of data shall be prepared.

4. Preparation of Detailed Project Report (DPR).

Prepare a DPR including but not limited to the following:

- Module components/ phases
- Analyze the future projections and demand assessment.
- Prepare conceptual plan for implementation & integration of different components into the system.
- Solution Architecture, Technical Requirements, Application Architecture, Technology & Deployment Architecture, Network & Server Architecture, Security Architecture, integration with other initiatives, Service Level Agreements & Monitoring Tool.
- Standardization Requirements
- Detailed Bill of Material for the complete integrated System

5. Selection of Implementation Partner

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

Smart Solution Project Implementation Support

The project implementation support shall include

A. Project Management Activities

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

B. Monitoring the deployment and commissioning of necessary hardware.

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

C. Engaging STQC for Audit

- The Consultant will be responsible to engage STQC to conduct the assessment/review of the system before rolling it out. The Consultant shall review and inspect all the procedures and systems relating to the solution.
- The Consultant would be responsible for the outcome in the following areas in such a manner which results in successful STQC certification. Specifically the STQC shall look into:
 - Application audit :
 - i. Functionality audit vis-a-vis the Functional Requirement Specification (FRS) agreed upon during development phase
 - ii. Determine systematic measures implemented to control and secure access to the application programs and data including password controls, user authentications, roles and responsibilities, audit trails and reporting, configuration and interface controls, etc.
 - iii. Review of database structure including:
 - iv. Classification of data in terms of sensitivity & levels of access
 - v. Security measures over database installation, password policies and user roles and privileges.
 - vi. Access control on database objects – tables, views, triggers, synonyms, etc.
 - vii. Database restoration and recoverability
 - viii. Audit trails configuration and monitoring process
 - ix. Network connections to database
 - Review of Network and Website will include:
 - i. Penetration and vulnerability testing
 - ii. Security exposures to internal and external stakeholders
 - iii. Installation of requisite prevention systems like Intrusion Prevention Systems (IPS), etc.
 - Review and Implementation of Security Policies and Controls will include:
 - i. Review of backup process, including schedule, storage, archival and decommissioning of media

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- ii. Physical access controls review (over DC(Data Center) and other critical area)
 - iii. Incident management process – covering identification, response, escalation mechanisms
 - iv. Anti-virus (malware) controls – patching, virus definition file update
 - v. General computer controls review
 - vi. Audit of IT Infrastructure will include monitoring the deployment of IT infrastructure at various locations including Data center and Disaster recovery center as per the BOM(bill of materials)specified for the SI.
 - vii. Performance / SLA Audit - whether the actual level of performance of the services is the same as specified in the contract of SI.
 - viii. Identify the key issues / bottlenecks in the system and suggest mitigation plans.
 - ix. Overall compliance to MSA (Master Service Agreement) and SLA - The compliance of the implementation partner with any other obligation under the MSA and SLA.
- o UAT and Go-Live Report
 - i. Assist & support to assess and certify the solution and associated infrastructure & services.
 - ii. Planning, preparing & execution of the User Acceptance Test, tracing the functional requirements before the Go Live
 - iii. Preparation and submission of Go-Live Report, which should shall include the following:
 - Hardware at various locations and data center
 - Networking equipment's and connectivity
 - Data digitization and migration
 - Training to the departmental personnel
 - Handholding support
 - Integration with applications of other departments / agencies etc.
 - Any corrective or preventive actions required from any of the stakeholders
 - Highlight the changes required in the applications and ensure that the suggested changes are incorporated in the system by the SI

D. Monitoring the O&M

1. Support Client for monitoring of the compliance of the contractual obligations of the SI.

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2. Monitor the operations and maintenance of the overall system as per the standards and requirements defined for SI including but not limited to resolution of issues, availability of the system, updating hardware or system software etc.
 3. Ensure that the SLAs and performance levels defined for SI are met as agreement. The Consultant shall review the SLA performance, capacity and effectiveness of the helpdesk set up by the SI.

Task 4: 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.

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- Assist the SPV in interim and final certification of the bills of payment⁷;
 - 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. Airport Authority, 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 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.

⁷ Certification responsibility will primarily lay with the DSCL, however, Consultant needs to assist DSCL in the process

- 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.

8.5 Consultant team composition / deployment / qualifications / experience

Sr. No	Experts	Man months	Qualifications and Skills	Minimum Experience in Years	Minimum Experience
CORE TEAM:					
The following is the expected team member profiles of Project Management Consultants. Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:					
1.	Team Leader / Urban Planner	36	Post-Graduation in Urban Planning / Design or equivalent	15	<ul style="list-style-type: none"> • More than 15 years of experience in working on urban planning projects in India and abroad. • Experience in working on urban renewal projects, developing urban development policies • Experience of working as Team leader on atleast one similar project • Experience in GIS based land use planning/ preparation of city wide CDP/master plan etc
2.	Urban Designer	09	M.Arch (Urban Design) or equivalent	10	<ul style="list-style-type: none"> • Experience in design, management and supervision of public places and social amenities such as waterfront parks, streetcape design,

Sr. No	Experts	Man months	Qualifications and Skills	Minimum Experience in Years	Minimum Experience
					tourism projects, indoor cum outdoor sports facilities, health & education related amenities,integrated land use planning etc.
3.	Landscape Architect	09	Graduate Degree in Architecture and Post Graduate Degree in Landscape Planning / Landscape Design or equivalent	10	<ul style="list-style-type: none"> • Experience in landscape designing, implementation and supervision of public places such as waterfront parks, streetscapes, bicycle master plans, tourism projects, public parks and gardens, public amenities, etc.
4.	Transportation Planner	06	Master's Degree in Urban Transportation Planning/ Transportation Engineering or equivalent	10	<ul style="list-style-type: none"> • Experience in city Mobility Plan preparation, and traffic management technology related urban transport projects/smart public transport system design and development
5.	Construction /Infrastructure Expert	12	Post Graduate in Civil Engineering	10	<ul style="list-style-type: none"> • Exposure in planning, monitoring, supervision and issuance of GFC drawings, QA & QC, safety measurement & bills for large area development projects, local areas, townships, campuses, business parks, etc.
6.	Municipal Utility Expert	09	Post Graduate in Civil / Mechanical Engineering or	10	<ul style="list-style-type: none"> • Experience in planning, design and management of water

Sr. No	Experts	Man months	Qualifications and Skills	Minimum Experience in Years	Minimum Experience
			related relevant field		supply, waste water/sewage, and drainage projects including recycling and reuse of waste water and rainwater harvesting, solid waste management projects, and other municipal utilities projects
7.	Procurement and Contract Expert	12	MBA / Masters in Engineering or equivalent/Law	10	<ul style="list-style-type: none"> • Experience of strategizing, drafting and monitoring the contracts and execution for civil works, infrastructure projects including PPP projects • Experience with State Governments/ ULBs purchase manual • Experience in public procurement
8.	Project Finance cum PPP expert	09	Post-Graduation in Business Administration (Finance) / CA/CFA or equivalent	10	<ul style="list-style-type: none"> • Experience of working with State government/ ULBs (Municipal)/ city level/ state level government agencies for. Project financing / structuring PPP projects • Experience of structuring real estate or municipal infrastructure PPP projects and transaction advisory
9.	Tourism Expert	09	/Post-Graduation in Tourism / MBA with Relevant	10	<ul style="list-style-type: none"> • Experience of working in Tourism related project minimum 5 Years of experience with Gol/

Sr. No	Experts	Man months	Qualifications and Skills	Minimum Experience in Years	Minimum Experience
			Experience in marketing		State / ULB / Government Agencies / PSU. <ul style="list-style-type: none"> • Experience in brand building and marketing activities like creating promotional material , heritage tours/walks, organising promotional events/ tourism destination development etc
10.	ICT cum IT expert	12	Post Graduate in Information Technology / Computers / Electronics Engineering or equivalent	10	<ul style="list-style-type: none"> • Experience of 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 GoI/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 GIS based solutions is necessary. . • Experience in developing and

Sr. No	Experts	Man months	Qualifications and Skills	Minimum Experience in Years	Minimum Experience
					<p>maintaining MIS is also essential.</p> <ul style="list-style-type: none"> • Good knowledge of hardware and system tools and software development standards • Experience of dealing with various technology providers/ suppliers for ICT tools especially with State Government and / or ULBs
<p>SECTOR EXPERTS: In addition to the Core Team Experts 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.</p>					
1	Conservation Architect	06	Masters in Conservation Architecture	10	<ul style="list-style-type: none"> • Experience of designing for conservation projects of buildings of historic importance and architectural value • Experience of developing bye-laws for conservation of buildings
2	Tourism Management/Marketing Expert	03	Post Graduate in Marketing	10	Experience of working in Promotion events and activities, related publications
3.	Real Estate Expert	03	Masters in Housing/ Urban Planning/ MBA or equivalent	10	<ul style="list-style-type: none"> • Experience of structuring real estate projects conducting demand –supply analysis and projections • Well versed with various real estate sector analysis tools

Sr. No	Experts	Man months	Qualifications and Skills	Minimum Experience in Years	Minimum Experience
4	Quantity Surveyor	12	Post Graduate in Civil Engineering or related relevant field	10	Experience in quantity surveying, budgeting, bid process support and contract management support for large area development projects, local areas, townships, campuses, business parks, etc.
5.	Environmental Expert	03	Masters in Environmental Planning	10	<ul style="list-style-type: none"> • Experience of environmental impact assessment for infrastructure projects and preparation of environmental management plans for cities and towns
6.	Marine Engineer	03	B. E. in Marine Engineering or equivalent	10	<ul style="list-style-type: none"> • Experience in projects of water transport such as cruise services, water taxis, sea plane services etc.
7.	Sanitation and waste management Expert	09	Masters in Infrastructure Planning or equivalent	10	<ul style="list-style-type: none"> • Experience of planning and designing for sanitation facilities for urban areas • Knowledge of various new technologies in sanitation • Experience of managing contracts for sanitation service provision
8.	Organization / HR expert	01	MBA in HR or Equivalent Degree	5	<ul style="list-style-type: none"> • Experience in framing Organization Structure , HR policies and Recruitments

The Project Management team must have the following ON SITE STAFF:

Sr. No	Personnel	Estimated inputs in Man Month
1.	Project Manager / Team Leader /Urban Planner – 15 years of experience	36
2.	Urban Designer / Architect - 5 years of experience	36
3.	Asst. Civil Engineer – 5years of experience	36
4.	Asst. Engineer IT – 5years of experience	36
5.	Graduate in Business /Office Assistant / office manager Management Studies – 5 years	36
6.	Support Engineer -5 years of experience	36
7.	Associate Executive (finance)- 5 years of experience	36

Also it is expected that the Project Management Consultant will recruit support staff for smooth functioning of PMU office like AutoCAD Operator, Survey Manager, Accounts Manager.A reasonable size team of support staff like support design engineers, quantity surveyors, draft men, junior analysts, field engineers etc. shall also be required to support the professionals. The Consulting firm may deploy the additional staff as per requirement of the assignment for which there will be no extra financial implications for the Client and the cost of such additional staff is deemed to be included in the total Remuneration quoted by the Consultant in its Financial Proposal.

For Deliverable Based contract, Project Design and Development Team may have following subject matter experts: (Consultant should also propose the duration for assignment for these professional based on their approach and methodology)

1.	Video Analyst	B Tech (IT)/electronics/computer science	<ul style="list-style-type: none"> • Experience in designing and implementation of large ITMS/ BMS including Surveillance & Video Analytics
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2.	Solar energy/ renewable energy expert	B Tech in Electrical engineering/power engineering	<ul style="list-style-type: none"> • experience in power projects viz., planning/designing for power generation, transmission and distribution
3.	electrical engineering expert	B Tech in Electrical engineering	<ul style="list-style-type: none"> • similar experience
4.	Structural engineer	M Tech in Structural engineering	<ul style="list-style-type: none"> • experience in preparing structural designs/ assessing structural safety of infrastructure projects
5.	Solution architect	B tech in IT /Electronics / relevant field	<ul style="list-style-type: none"> • experience in creating solution design documents
6.	GIS Expert	Degree in Geography/planning /architecture with certificate/diploma in GIS	<ul style="list-style-type: none"> • Experience in working on similar projects (i.e. use of remote sensing &GIS technology in urban sector projects) • Knowledge of major GIS software products(Proprietary as well as open source), GPS, total station, coordinate reference systems, satellite remote sensing technology and GIS applications.
7.	Business Analyst/BPR Specialist	BE/MBA/BTech	<ul style="list-style-type: none"> • Experience in similar field working with Govt/State govt/Local bodies
8.	Network and Information Security Expert	MCA/M Tech with CCNA certification	<ul style="list-style-type: none"> • Experience in designing robust /secure information technology projects
9.	Communication Specialist	Masters in Mass Communication	<ul style="list-style-type: none"> • Experience in Management of multimedia and social media management/ brand building
10.	IoT/IoE specialist	BE/B Tech in IT/ Computer Science/electronics	<ul style="list-style-type: none"> • Experience in implementing IoT/ M2M solutions/knowledge of the IoT/MoM market/ecosystem/OEMs

Note:

1. The staff requirement stated above is indicative only and basic need of the proposal as per DSCL and also for the purpose of comparison of proposals. However, the Consultant may deploy additional staff as per requirement. The consultant will understand the complete proposal and submit the required staff for the scope of this work.
2. The Consultant may bid for more than one Smart City. If the Consultant is bidding for more than one Smart City simultaneously, then the proposed team member with more than 24 months deployment shall be exclusive for DSCL and shall not be proposed for any other smart City. If at any time it is found by the Client that professional proposed is also part of another Smart City Team then the Client may disqualify the Consultancy firm.
3. The Client reserves the right to seek the details regarding the proof of age, qualification, certifications, registrations and experience of the Core Team Experts and Sector Experts.
4. Age limit for key professionals mentioned above to be deployed on project should not be more than 65 years on the date of bid submission.
5. The bid amount is not variable with deployment of staff as per ToR and additional required staff.

8.6 Time Frame, Outputs, Deliverables and Payment Schedule

- The time for completing the Assignment would be **thirty six (36) months** from appointment of the consultant..
- The total amount quoted by the consultant shall be paid on the basis of the deliverables achieved.
- The Consultant shall raise an invoice for the services provided during the contract period. **The deliverables linked payments shall realize only on achievement of the milestone.**
- The time period for the consultancy services is extendable beyond the period of thirty six (36) months, for suitable time period as may be mutually agreed between the client and Consultant.

Breakup of payment schedule will be as follows:

		Payment schedule (% of the total fees)	Tentative Duration	Cumulative duration from the date of contract signing
Module 1	Programme Monitoring & Project Management Support	30%		
1.1	Project Inception	2%	1.0 month	1.0 month
1.2	SPV Business Plan ,staffing plan & Project Schedule	3%	1.0 month	2.0 month
Time Based Monthly Payment				
1.3	Monthly progress reports	5%	monthly upto project duration	Till 36 Months
1.4	Monthly project management fee (to start after 9 months from contract signing)	20%	monthly upto project duration	Till 36 Months
Deliverable based Payments				
Module 2	Old City Revitalization	9%		
1.1	Existing situation assessment & survey and Project feasibility	1%	2.0 months	2 Months
1.2	Detailed Design and DPR	2%	4.0 months	6 Months
1.3	Issue of RFP	1%	1.0 month	7 months
1.4	Signing of Agreement	2%	1.5 months	8.5 months
1.5	After Completion of Project Monitoring Evaluation	3%	At the Completion of Project Module	Upto to the project period
Module 3	Creation of a continuous coastal promenade	10%		
1.1	Existing situation assessment & survey and Project Feasibility	1%	2.0 months	2 Months
1.2	DPR preparation	2%	4.0 months	6 Months
1.3	Issue of RFP	2%	1.0 month	7 months
1.4	Signing of Agreement	1%	1.5 months	8.5 months
1.5	After Completion of Project Monitoring Evaluation	4%	At the Completion of Project Module	Upto to the project period
Module 4	Creation of trips, tours & events	8%		
1.1	Existing situation assessment & survey and Project Feasibility	1%	2.0 months	2 Months
1.2	Project Feasibility & DPR preparation	2%	4.0 months	6 Months
1.3	Issue of RFP	1%	1.0 month	7 months
1.4	Signing of Agreement	1%	1.5 months	8.5 months

1.5	After Completion of Project Monitoring Evaluation	3%	At the Completion of Project Module	Upto to the project period
Module 5	Cultural, Recreational & Civic Facilities	10%		
1.1	Existing situation assessment & survey and Project Feasibility & Concept Design	1%	2.0 months	2 Months
1.2	Project Feasibility & DPR preparation	2%	4.0 months	6 Months
1.3	Issue of RFP	1%	1.0 month	7 months
1.4	Signing of Agreement	1%	1.5 months	8.5 months
1.5	After Completion of Project Monitoring Evaluation	5%	At the Completion of Project Module	Upto to the project period
Module 6	Transportation Projects	8%		
1.1	Existing situation assessment & Project Feasibility & DPR	1%	4.0 months	4 Months
1.2	Issue of RFP	1%	1.0 month	5 Months
1.3	Signing of Contract	2%	1.5 months	6.5 months
1.4	After Completion of Project Monitoring Evaluation	4%	At the Completion of Project Module	Upto to the project period
Module 7	Utility Projects	8%		
1.1	Existing situation assessment & survey	1%	2.0 months	2 Months
1.2	Project Feasibility & DPR preparation	2%	4.0 months	6 Months
1.3	Issue of RFP	1%	1.0 month	7 months
1.4	Signing of Agreement	2%	1.5 months	8.5 months
1.5	After Completion of Project Monitoring Evaluation	2%	At the Completion of Project Module	Upto to the project period
Module 8	ICT Projects	10%		
1.1	Existing Processes Documentation, Gap Assessment, Conceptualization	1%	2.0 months	2 Months
1.2	Detailed System Design	2%	3.0 months	5 Months
1.3	Issue of RFP for appointment of vendors	2%	1.0 month	6 months
1.4	Signing of Contract	1%	1.5 Months	7.5 months
1.5	After Completion of Project Monitoring Evaluation	4%	At the Completion of Project Module	Upto to the project period
Module 9	PPP Projects	7%		
1.1	Concept Plan, feasibility study & PPP project structure	2%	3.0 months	3 Months
1.2	Tender Documents & award of work, Concession Agreement	1%	3.0 months	3 Months

1.3	After Completion of Project Monitoring Evaluation	4%	At the Completion of Project Module	Upto to the project period
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Note:

1. The fee for each module will be the percentage share of the total fee for the scope of that module (as given in section 8.3 of this RFP). At the time of contract signing, the shortlisted consultant in consensus with DSCL will review and agree to the final list of project items (as given in section 8.3 of this RFP) to be included into each module.
2. Project schedule should include a detailed project plan mentioning all the components along with the important milestones and their timelines. The project schedule should highlight the timelines for all the deliverables mentioned in this document.
3. SPV business Plan should focus on sustainability of the Smart City SPV on their own. Innovative ways may be suggested for revenue generation for the Smart City SPV to make itself sustainable. Run of the mill business plan with no apparent application of mind will lead to disqualification of the consultant.

Success Fee:

Possibility of Success fee for PPP projects can be explored. Distribution of success fee between the Smart City SPV and the Consultant may be discussed during Agreement signing but at no point it exceeds more than 50% for PMU consultants.

In case of substitution, deletion or addition of project items within any module, the increase or decrease in the fee will be on a mutually agreeable basis.

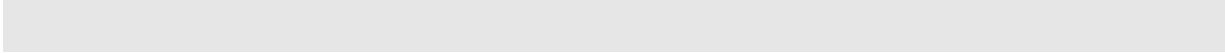
8.7 Penalty

- If the deliverables are not submitted as per schedule as specified, the Authority (DSCL) shall deduct 1% of the total cost of the Deliverable for delay of each week or part thereof.
- If the deliverables are not acceptable to the Employer as mentioned in Clause, and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 0.5 % of total cost of the Deliverable for every week or part thereof for the delay.

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- **Retention:** 10% of the total cost of the deliverable at each stage including monthly progress reports shall be retained. The retained amount shall be released at the end of every quarter after acceptance of the deliverable.

Section 9. Standard Form of Contract

Attached Separately (the contract is merely illustrative and actual conditions will be as per the negotiated terms and conditions



Annexure A: Format of Pre Bid Queries

Name of Assignment:				
Sr No	Pg.no.	Clause	Description of Clause	Query/Request