

REQUEST FOR PROPOSAL

RFP No.:Date: 01-10-2016

Project Name:

Implementation of Smart City
projects under Smart City
Mission in Raipur City.

Name of Assignment:

Selection of Programme
Management Consultant (PgMC)
for Smart Solutions Projects for
Raipur Smart City Limited



Raipur Smart City Limited

Headquarter Nagar Nigam, Near Mahila Police Station,
Gandhi Chowk, Kalibadi,
Raipur (CG) (India), Pin- 492001

DISCLAIMER

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

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

Information provided in this RFP to the Bidders 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 Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust

enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

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

The Client 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 Client is bound to select a Bidder or to appoint the selected Consultant, as the case maybe, to provide the Services and the Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

Section1. Instructions to Bidders and Data Sheet

A. General Provisions

1. Definitions

- a)** “Additional Resource” means any professional and support staff, in addition to the Key Experts and the Programme Support Staff, who may be engaged by the Consultant to provide the Services.
- b)** “Affiliate” means, in relation to a Bidder, a person who controls or is controlled by such Bidder, or a person who is under the common control of the same person who controls such Bidder.
- c)** “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- d)** “Bidder” means any person that submits a Proposal pursuant to this RFP.
- e)** “Category A Assignment” means an assignment which meets the criteria set out in Clause 27.
- f)** “Category B Assignment” means an assignment which meets the criteria set out in Clause 27.
- g)** “CBUD” means Capacity Building for Urban Development scheme of MoUD,GoI
- h)** “CEO” means the Chief Executive Officer of the Client.
- i)** “Clause” means a clause of the ITC.
- j)** “Client” means Raipur Smart City Limited (RSCL), the implementing agency that will sign

the Contract for the Services with the selected Consultant.

k) “Companies Act” means the (Indian) Companies Act, 1956 or the (Indian) Companies Act, 2013, to the extent applicable.

l) “Consultant” means the successful Bidder selected by the Client in accordance with this RFP to enter into the Contract to provide the Services.

m) “Contract” means the legally binding written agreement to be executed between the Client and the selected Consultant. A draft of the Contract is set out in Section 7 and includes all the documents listed in clause 1 of the draft Contract (i.e., the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

n) “Control” in relation to a Person, means:

(i) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or

(ii) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise. The term “Controls” and “Controlled” shall be construed accordingly.

o) “Data Sheet” means the data sheet set out in Part E of Section 1 with specific details and

information to supplement (and not override) the general provisions set out in Part A of the ITC.

- p)** “Day” means a calendar day.
- q)** “Eligible Assignment” means either a Category A Assignment or a Category B Assignment which meets the criteria set out in Clause 27.
- r)** “Eligibility Criteria” means, collectively, the financial eligibility criteria and the technical eligibility criteria specified in the Data Sheet and the other eligibility criteria specified in Clauses 3, 4 and 5, which a Bidder is required to satisfy to be qualified as an eligible Bidder for award of the Contract.
- s)** “EMD” shall have the meaning ascribed to it in Clause 19.
- t)** “Expert Pool” means the team of Key Experts proposed to be engaged by a Bidder, if selected as the Consultant, to perform the Services, which at a minimum must include such number of Key Experts, as specified in paragraph 6.5.3 of the Terms of Reference and Form FIN-3 of the RFP. It is clarified that the Expert Pool will not include any Programme Support Staff.
- u)** “Financial Proposal” means the financial proposal of the Bidder comprising the documents set out in Clause 18.
- v)** “GoCG” means the Government of Chhattisgarh
- w)** “GoI” means the Government of India.
- x)** “Key Expert” means an individual proposed to be engaged by a Bidder, if selected as the

Consultant, as a part of the Expert Pool, who must have the minimum qualification and experience as specified in paragraph 6.5.3 of the Terms of Reference for the position that such individual is proposed to hold in the Expert Pool. As the experience, knowledge, skill and qualification of each Key Expert is critical to the performance of the Services, the curriculum vitae (CVs) of each Key Expert and Deputy Team Leader, submitted by a Bidder as a part of its Proposal, will be taken into account in the evaluation of the Technical Proposals.

- y)** “ITC” mean the Instructions to Consultants set out in Section 1 of the RFP that provides the Bidders with all the information needed to prepare their Proposals.
- z)** “MD” means Managing Director of the Client.
- aa)** “MoUD” means the Ministry of Urban Development, GoI.
- bb)** “Module” means a component of the Smart Solutions Project in relation to which the Consultant is required to provide the Services, as described in greater detail in the TOR.
- cc)** “Person” means any individual, company, corporation, firm, and partnership, trust, sole proprietor, limited liability partnership, cooperative society, Government Company or any other legal entity.
- dd)** “Personnel” means, collectively, Key Experts, Programme Support Team, and any other

personnel proposed to be engaged by a Bidder, if selected as the Consultant, to provide the Services.

ee) “PgMC Office” shall have the meaning ascribed to it in the Terms of Reference.

ff) “Programme Support Staff” means an individual proposed to be engaged by a Bidder, if selected as the Consultant, as a part of the Programme Support Team, who must have the minimum qualification and experience as specified in paragraph 6.5.3 of the Terms of Reference for the function that such individual is required to perform as a part of the Programme Support Team. The CV of each Programme Support Staff is required to be submitted by a Bidder as part of its Proposal, however, the CVs of the Programme Support Staff will not be considered in the evaluation of the Technical Proposals.

gg) “Programme Support Team” means the team of Programme Support Staff proposed to be engaged by a Bidder, if selected as the Consultant, to perform the Services, which at a minimum must include such number of Programme Support Staff with the relevant qualification and experience, as specified in paragraph 6.5.3 of the Terms of Reference and Form FIN-3 of the RFP. It is clarified that the Programme Support Team will not include any Key Expert.

hh) “Performance Security” shall have the meaning ascribed to it in Clause 24 of section 1.

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- ii)** “Proposal” means the submissions made by a Bidder pursuant to the RFP, which will include the Qualification Documents, Technical Proposal and the Financial Proposal.
- jj)** “Proposal Due Date” means the last date for submission of the Proposals, as specified in the Data Sheet.
- kk)** “Qualification Documents” means the documents submitted by the Bidder to demonstrate its eligibility in accordance with Clause 17 of section 1.
- ll)** “Reimbursable Expenses” shall have the meaning ascribed to it in Clause 18 of the Data Sheet.
- mm)** “Resource Pool” means the pool of Additional Resources who may be engaged by the Consultant to provide the Services (i.e., in addition to the Expert Pool and the Programme Support Team) with prior approval of the client.
- nn)** “RFP” means this, request for proposal dated along with its schedules, annexures and appendices and includes any subsequent amendment issued by the Client.
- oo)** “Services” means the work to be performed by the Consultant pursuant to the Contract, as described in greater detail in the TOR and the Smart City Proposals.
- pp)** “Smart City Proposals” means the stage 1 and stage 2 proposals submitted by GoO to MoUD for the selection of Raipur as a smart city under the first phase of the Smart Cities Mission

launched by the MoUD, which are appended to the RFP at Schedule I.

qq) “Technical Proposal” means the technical proposal of the Bidder comprising the documents set out in Clause 17.

rr) “TOR or Terms of Reference” means the terms of reference set out in Section 6 of the RFP that explain the objectives, scope of work, activities, tasks to be performed, respective role and responsibilities of the Client and the Consultant, and expected results and deliverables of the Smart Solutions Project.

2. Introduction

2.1 The city of Raipur has been selected to be developed into a smart city under the fast track mode of first phase of the Smart Cities Mission launched by the MoUD. The Client is the special purpose vehicle incorporated to implement the Smart Cities Mission in Raipur in accordance with the Smart City Proposals. The Smart City Proposals include the smart city solutions which involve the use of technology, information and data to improve infrastructure and services within the city of Raipur (The Smart Solutions Projects). The Client now intends to select a Consultant to design and assist the Client in implementing the Smart Solutions project through intelligent city operation and management centre to perform the services, as described in greater detail in the TOR and the Smart Cities Proposals., in accordance with the method of selection specified in the Data Sheet. In

providing the Services, the Consultant is required to comply with the provisions of the RFP and the Smart City Guidelines issued by the MoUD.

2.2 The Contract (appended to the RFP at Section 7), which will be signed between the Client and the Consultant is for a term of till completion of assignment or 4 years, whichever earlier. which term may be extended on mutually acceptable terms and conditions.

2.3 The Client has adopted a single-stage bid process for selection of the Consultant. Bidders who are eligible in accordance with Clauses 3, 4 and 5 of the RFP are invited to submit their Proposals for providing the Services, which will consist of three parts:

- (a) Qualification Documents;
- (b) Technical Proposal; and
- (c) Financial Proposal,

each in the formats specified in Section 2 and 3.

2.4 The evaluation of the Proposals will be carried out in three sub-stages:

- a.** The first sub-stage will involve qualification of the Bidders based on evaluation of their Qualification Documents to determine compliance with the Eligibility Criteria. Only those Bidders who are found to meet the Eligibility Criteria will be qualified for the next sub-stage.
- b.** In the second sub-stage, the Technical Proposals of the eligible and qualified Bidders will be evaluated to determine

compliance with the requirements of this RFP, including the TOR and the Smart City Proposals. Only those Bidders who score at least the minimum qualifying technical score, as specified in the Data Sheet, on their Technical Proposals will be eligible for evaluation of their Financial Proposals in the third and final sub-stage.

- c. In the third and final sub-stage, the Financial Proposals of the eligible and qualified Bidders whose Technical Proposals have received at least the minimum qualifying technical score will be evaluated and scored in accordance with the formula specified in the Data Sheet. The Proposals of the qualified Bidders will be finally ranked on the basis of their combined weighted technical score and financial score, with 80% weightage being assigned to the Technical Proposal and 20% weightage to the Financial Proposal.
- d. The first ranking Bidder will be invited to participate in negotiations with the Client in accordance with Clause 31. Thereafter, upon completion of the negotiations, the Client will issue a letter of award to the first ranking Bidder, declaring the first ranking Bidder to be the selected Consultant. Following receipt of the letter of award, the Bidder will furnish the

Performance Security in accordance with Clause 24, fulfill any other conditions specified in the letter of award and execute the Contract with the Client.

- e. The Bidders should familiarize themselves with the local conditions and take them into account in preparing their Proposals. Bidders may attend the pre-bid meeting, which will be held on the date specified in the Data Sheet, during which the Bidders will be free to seek clarifications and make suggestions to the Client on the scope of the Services or otherwise in connection with the RFP. Attending any such pre-bid meeting is optional and is at the Bidders' expense.
- f. The statements and explanations contained in the RFP are intended to provide the Bidders with an understanding of the scope of the Services. Such statements and explanations should not be construed or interpreted as limiting in any way or manner: (i) the scope of the rights and obligations of the Consultant, as set out in the Contract; or (ii) the Client's right to alter, amend, change, supplement or clarify the rights and obligations of the Consultant or the scope of the Services or the terms of the Contract. Consequently, any omissions, conflicts or contradictions in the RFP are

to be noted, interpreted and applied appropriately to give effect to this intent. The Client will not entertain any claims on account of such omissions, conflicts or contradictions.

- g.** The Client will endeavor to provide to the Bidders, in a timely manner and at no additional cost, the inputs, relevant project data, responses to queries and reports required for the preparation of the Proposals as specified in the Data Sheet.
- h.** The Client will endeavor to adhere to the timelines set out in the Data Sheet for carrying out the bid process and award of the Contract.
- i.** It will be assumed that Bidders will have accounted for all relevant factors, including technical data, and applicable laws and regulations while submitting the Proposals.

3 Conflict of Interest

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

3.2 The bidder 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 bidder or the termination of its Contract and/or sanctions by the Bank.

3.3 Without limiting the generality of the foregoing, a Bidder shall be deemed to have a conflict of interest and shall not be hired as the Consultant under the circumstances set forth below:

a. Conflicting activities **Conflict between consulting activities and procurement of goods, works or non-consulting services:** a bidder 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 bidder 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 nonconsulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments **Conflict among consulting assignments:** a bidder (including its Experts 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 bidder for the same or for another Client

c. Conflicting Relationship with the Client's staff: a bidder (including

relationships

its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) 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 Bank throughout the selection process and the execution of the Contract.

**4. Unfair
Competitive
Advantage**

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

**5. Corrupt and
Fraudulent
Practices**

5.1 The Bidder (including its officers, employees, agents and advisors), its Personnel and Affiliates shall observe the highest standards of ethics during the bid process. Notwithstanding anything to the contrary in this RFP, the Client shall reject a proposal without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has directly or indirectly through an agent engaged in any corrupt practice, fraudulent practice,

coercive practice, collusive practice, undesirable practice or restrictive practice, as defined in Section 5.

5.2 To this end, the Bidder shall permit and shall cause its agents and Personnel to permit the Client to inspect all accounts, records, and other documents relating to the submission of the Proposal and in case of the Consultant, the performance of the Contract and to have them audited by auditors appointed by the Client.

6. Eligibility

6.1 A company incorporated under the Companies Act or an equivalent law outside India or a firm or limited liability partnership registered in India or in any other jurisdiction, which meets the Eligibility Criteria shall be eligible to submit a Proposal.

6.2 If a company/firm does not meet the Eligibility Criteria individually, then such company/firm shall not be entitled to form a consortium. If any company/firm forms a consortium with another company/firm to submit a Proposal, then the Proposal submitted by such consortium shall be rejected and all the members of the consortium shall be disqualified.

6.3 Furthermore, it is the Bidder's responsibility to ensure that it's Personnel, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements specified in the RFP.

7. Acknowledgement by Bidder

7.1 It shall be deemed that by submitting the Proposal, the Bidder has:

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- I. made a complete and careful examination of the RFP and any other information provided by the Client under this RFP;
 - II. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
 - III. satisfied itself about all things, matters and information, necessary and required for submitting an informed Proposal, and performing the Services in accordance with the Contract and this RFP.
 - IV. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP or ignorance of any matter in relation to the Smart Solutions Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from the Client, or a ground for termination of the Contract; and
 - V. agreed to be bound by the undertakings provided by it under and in terms of this RFP and the Contract.

8. Rights of the Client

8.1 The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- I. suspend the bid process and/or amend and/or supplement the bid process or modify the dates or other terms and conditions relating thereto prior to the issuance of the letter of award to the

Consultant;

- II. consult with any Bidder in order to receive clarification or further information;
- III. retain any information, documents and/or evidence submitted to the Client by and/or on behalf of any Bidder;
- IV. independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder, provided that any such verification or lack of such verification by the Client shall not relieve the Bidder of its obligations or liabilities, or affect any of the rights of the Client;
- V. reject a Proposal, if: (A) at any time, a material misrepresentation is made or uncovered; or (B) the Bidder in question does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
- VI. accept or reject a Proposal, annul the bid process and reject all Proposals, at any time prior to the issuance of the letter of award to the Consultant, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Bidder.

8.2 If the Client exercises its right under this RFP to reject a Proposal and consequently, the first/highest ranked Bidder gets disqualified or rejected, then the Client reserves the right to:

- I. invite the next ranked Bidder to negotiate the

Contract with the; or

- II. take any such measure as may be deemed fit in the sole discretion of the Client, including inviting fresh Proposals from the qualified Bidders or annulling the entire bid process.

B. Preparation of Proposals

9. **General Considerations**

In preparing the Proposal, the Bidder is expected to examine the RFP in detail. The RFP must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in the RFP, the Bidder must inform the Client at the earliest to seek clarity on the interpretation of the RFP. Material deficiencies in providing the information requested in the RFP may result in rejection of the proposal.
10. **Cost of Preparation of Proposal**

The Bidder 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 award of the Contract, without assigning any reason and without incurring any liability to the Bidder.
11. **Language**

The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Bidder and the Client shall be written in the language(s) specified in the Data Sheet.
12. **Documents**
 - A. The Proposal shall consist of 3 parts:

**Comprising the
proposal**

- a. Qualification Documents;
- b. the Technical Proposal; and
- c. the Financial Proposal. Each part will
comprise the documents and forms listed in
Clauses 17 and 18.

B. The Bidder 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 (Form FIN- 1).

13. Only One Proposal

The Bidder shall submit only one Proposal. If a Bidder submits or participates in more than one Proposal, all such Proposals shall be disqualified and rejected. Further, a Bidder's proposed Key Experts and Programme Support Staff are also precluded from participating as Key Experts and Programme Support Staff in more than one Proposal.

14. Proposal Validity

- a. Each Proposal must remain valid for the period specified in the Data Sheet.
- b. During the Proposal validity period (as specified in the Data Sheet), the Bidder shall maintain its original Proposal without any change, including in the proposed Expert Pool and the Financial Proposal.
- c. If it is established that any Key Expert nominated in the Bidder'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 rejected and may be subject to sanctions specified in Section 5 for corrupt and fraudulent practices.

**14.1 Extension of Validity
Period**

- d.** The Client will make its best effort to complete the bid process and select the Consultant within the Proposal's validity period specified in the Data Sheet. However, should the need arise, the Client may request, in writing, all Bidders who submitted Proposals prior to the Proposal Due Date to extend the Proposals' validity.
- e.** If the Bidder 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 continued availability of the Key Experts.
- f.** The Bidder has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated, and the EMD of such Bidder will be returned in the manner set out in this RFP.
- g.** In the event a Bidder agrees to extend the validity of its Proposal, the validity of the EMD submitted by such Bidder along with the Proposal (where the EMD is submitted in the form of a bank guarantee) will also be extended for an equivalent period.
- h.** The Consultant must have the requisite skill and experience to undertake the range of tasks specified in the TOR and the

**14.2 Expert Pool and
Substitution of Key
Experts (Expert
Pool, and Deputy**

**Team Leader)at
Validity Extension**

Contract. For this purpose, the Consultant shall constitute an Expert Pool which will comprise such number of Key Experts with the minimum qualification and experience, as specified in paragraph 6.5.3 of the Terms of Reference. The composition of the Expert Pool, as stated in a Bidder's Technical Proposal, cannot be altered during the validity of the Proposal, except in accordance with the provisions of the RFP.

- i.** If the validity of the Proposal is extended and if any of the Key Experts become unavailable for the extended validity period, the Bidder shall provide a written justification and evidence satisfactory to the Client together with a substitution request. In such case, the replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. If a Key Expert is replaced by the Bidder prior to the evaluation of its Technical Proposal, the technical evaluation and score will be based on the credentials of the new/replacement Key Expert.
- j.** If the Bidder fails to provide a replacement Key Expert with equal or better qualifications or if the reasons provided for the replacement of a Key Expert are

unacceptable to the Client, such Proposal will be rejected by the Client.

- k.** The replacement of any Key Expert during the term of the Contract is permitted only in accordance with the Data Sheet.

14.3 Sub Contracting

- l.** The Consultant shall not sub-contract any part or whole of the Services.

15. Clarification and Amendment of the RFP

(a) The Bidder may request a clarification of any part of the RFP prior to the last date for submission of queries, as indicated in the Data Sheet. Any queries or requests for additional information in relation to the RFP should be submitted in writing or by fax or email. The envelope or communication must clearly bear the following subject line – “Selection of Programme Management Consultant (PgMC) for Smart Solutions Projects for Raipur Smart City Limited” Queries or Request for Additional Information" and sent to the address/number/e-mail address indicated in the Data Sheet.

The Client shall make reasonable efforts to respond to the queries or request for clarifications on or before the date specified in the Data Sheet. The Client's responses to Bidder queries (including an explanation of the query but without identifying its source) will be made available to all Bidders and shall be uploaded on the Client's website. It shall be the Bidder's responsibility to check the Client's website for the responses to the queries or requests for clarification. The Client may, but shall not be obliged to communicate with the Bidders

by e-mail, notice or other means it may deem fit about the issuance of clarifications. The Client reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this RFP shall be taken to be or read as compelling or requiring the Client to respond to any query or to provide any clarification. 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:

- i.** At any time before the Proposal Due Date, the Client may amend the RFP by issuing an amendment. The amendments shall be uploaded on the Client's website and will be binding on the Client and the Bidders. The Bidders shall update themselves by visiting the Client's website regularly and the Client bears no responsibility for any Bidder's failure to do.
 - ii.** If the amendment is substantial, the Client may extend the Proposal Due Date to give the Bidders reasonable time to take an amendment into account in their Proposals.
 - iii.** Verbal clarifications and information given by the Client or any other Person for or on its behalf shall not in any way or manner be binding on the Client.
- b)** The Bidder may substitute, modify or withdraw its Proposal at any time prior to the Proposal Due Date. No Proposal shall be substituted,

withdrawn or modified after the time specified in the Data Sheet on the Proposal Due Date.

16. Preparation of Proposals – Specific Considerations

While preparing the Proposal, the Bidder must give particular attention to the estimated Key Experts’ time input (expressed in man-month) as set out in paragraph 6.5.3 of the Terms of Reference. This estimate is indicative and the Proposal shall be based on the Bidder’s own estimates of the time to be spent on providing the Services.

17. Qualification Documents, Technical Proposal Format and Content

- a) The Qualification Documents and Technical Proposal are un-priced proposals and shall not include any financial information. A Qualification Documents and Technical Proposal containing material financial information shall be declared non-responsive.
- b) The Qualification Documents submitted by a Bidder shall comprise the following:
 - i. The Qualification Documents Proposal Submission Form in the form attached at Appendix 1;
 - ii. Details of the Bidder in form set out at Appendix 2;
 - iii. The bid document processing fee in the form of a demand draft drawn in favour of the Client;
 - iv. The EMD: If the Bidder is submitting the EMD in the form of a bank guarantee, it must be in the format set out at Appendix 3;

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- v. A power of attorney for signing the Proposal in the format set out in Appendix 4;
 - vi. Financial qualification of the Bidder in the format set out in Appendix 5 along with copies of duly audited financial statements for the financial years being considered for the purposes of evaluation of the Bidder's financial capacity;
 - vii. Certificate from statutory auditor regarding the annual turnover of the Bidder in the format set out in Appendix 6;
 - viii. Technical qualification of the Bidder in the format set out in Appendix 7 along with supporting certificates from clients;
 - ix. Affidavit certifying that the Bidder is not blacklisted in the format set out in Appendix 8;
 - x. Copy of service tax registration in India; and
 - xi. Duly certified copy of the Bidder's certificate of incorporation/certificate of registration issued under its applicable laws.

c) The Technical Proposal submitted by a Bidder

shall comprise the following:

- i.** Comments and suggestions on the TOR and facilities to be provided by the Consultant in the format set out in Form TECH-1;
- ii.** Description of approach, methodology, and work plan in the format set out in Form TECH-2;
- iii.** Work schedule for Deliverables in the format set out in Form TECH-3;
- iv.** Team composition and Key Experts' inputs and curriculum vitae of Expert Pool and Programme Support Team in the format set out in Form TECH-4; and
- v.** If applicable, undertaking from the Key Experts in the format set out in Form TECH-5.
- vi.** The Technical Presentation in MS PowerPoint format written on a CD/DVD and marked & sealed in a cover. (The bidder has to run the presentation from the same CD during Technical Presentation).

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

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- 18. Financial Proposal** The Financial Proposal submitted by the Bidder shall comprise the following:
- i.** Financial Proposal Submission Form in the format set out in Form FIN-1;
 - ii.** Summary of costs in the format set out in Form FIN-2; and
 - iii.** Breakdown of remuneration in the format set out in Form FIN-3

Reimbursable Expenses as set out in the Data Sheet will be reimbursed to the Bidder on an actual basis on production of supporting documents and approval of such Reimbursable Expenses by the Client.

- 18.1 Price Adjustment** The remuneration for the Expert Pool and the Programme Support Team quoted by the Consultant in its Financial Proposal shall be adjusted as mentioned in the Data Sheet.
- 18.2 Taxes** The Consultant and its Personnel are responsible for meeting all tax liabilities arising out of the Contract. Information on taxes in the Client's country is provided in the Data Sheet.
- 18.3 Currency of Proposal** The Bidder shall submit its Financial Proposal in Indian Rupees.
- 18.4 Currency of Payment** Payments under the Contract shall be made in Indian Rupees.
- 19. Earnest Money Deposit** **a)** An Earnest Money Deposit (EMD) amount as indicated in the Data Sheet in the form of a demand draft or irrevocable, unconditional and on-demand bank guarantee drawn in favour of the Client and payable at Raipur must be submitted along with the Proposal.

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- b) Proposals not accompanied by EMD shall be rejected as non-responsive.
 - c) The EMD submitted along with the Proposal will remain valid till the validity of the Proposal, including any extensions thereof.
 - d) No interest shall be payable by the Client for the sum deposited as EMD.
 - e) Unless forfeited in accordance with Clause 20 below, the EMD of the unsuccessful Bidders will be returned within 1 month of signing of the Contract with the Consultant. The EMD of the selected Bidder (i.e., the Consultant) will be returned upon the selected Bidder furnishing the Performance Security in accordance with Clause 24.

20. Forfeiture of EMD

The EMD shall be forfeited and appropriated by the Client as mutually agreed genuine pre-estimated compensation and damages payable to the Client for the time, cost and effort of the Client, without prejudice to any other right or remedy that may be available to the Client under the RFP or in law under the following conditions:

- a) If a Bidder withdraws its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
- b) If a Bidder is disqualified in accordance with Clause 3;
- c) If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive

practice as set out in Section 5.

d) If a Bidder is declared the first ranking Bidder and it:

- i.** Withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;
- ii.** fails to furnish the Performance Security in accordance with Clause 24 of the RFP;
- iii.** fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
- iv.** fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
- v.** fails to execute the Contract.

21. Bid documents and Processing Fees

- a) All Bidders are required to pay the amount as indicated in the Data Sheet towards the cost of bid documents processing fees as follows:
- i. Bid document processing fee shall be paid through demand draft drawn in favour of the Client.
 - ii. The bid document processing fee is non refundable.

Please note that the Proposal, which does not include the Bid documents and processing fees, would be declared as non-responsive and accordingly, rejected.

C. Submission, Opening and Evaluation

22. Submission, Sealing, and Marking of Proposals

- a. The Bidder shall submit a signed and complete Proposal comprising the documents specified in Clause 17 and Clause 18.
- b. The Proposal shall be submitted in physical form (hard copy) and will be hand delivered or sent by registered post, speed post or courier in the manner and to the address specified in the Data Sheet: The Client will not be responsible for any delays, loss or non-receipt of Proposals. Proposals submitted by fax, telegram or e-mail shall be rejected. Each Proposal must be typed or written in indelible ink and an authorized representative of the Bidder shall sign the Proposal and physically initial all pages of the Proposal. The authorization shall be by way of a

written power of attorney executed in the format attached as Appendix 4. The name and position held by the person signing the Proposal must be typed or printed below the signature.

- c.** The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the authorized signatory/ person signing the Proposal.
- d.** The signed Proposal shall be marked “Original”, and its copies marked “Copy”¹ as appropriate. The number of copies required to be submitted 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.
- e.** The Proposal will comprise 3 separate sealed envelopes which will be placed in a sealed outer envelope as follows:

 - a.** The first envelope (Envelope A) will contain the Qualification Documents in original and such number of copies as specified in the Data Sheet and be marked as follows: “SELECTION OF PROGRAMME MANAGEMENT CONSULTANT FOR SMART SOLUTIONS PROJECT FOR RAIPUR SMART CITY LIMITED –

QUALIFICATION DOCUMENTS DO NOT OPEN BEFORE [Insert Time Indicated in the Data Sheet] ON [Proposal Due Date]”

- b.** The second envelope (Envelope B) will contain the Technical Proposal in original and such number of copies as specified in the Data Sheet and be marked as follows:

“SELECTION OF PROGRAMME MANAGEMENT CONSULTANT FOR SMART SOLUTIONS PROJECT FOR RAIPUR SMART CITY LIMITED – TECHNICAL PROPOSAL DO NOT OPEN BEFORE COMPLETION OF EVALUATION OF QUALIFICATION DOCUMENTS”

- f.** The third envelope (Envelope C) will contain the original Financial Proposal and be marked as follows: “SELECTION OF PROGRAMME

MANAGEMENT CONSULTANT FOR SMART SOLUTIONS PROJECT FOR RAIPUR SMART CITY LIMITED – FINANCIAL PROPOSAL DO NOT OPEN BEFORE COMPLETION OF EVALUATION OF TECHNICAL PROPOSAL”

- g.** The sealed envelopes containing the Qualification Documents, Technical Proposal and Financial Proposal shall be placed into one outer envelope and sealed. This outer envelope shall bear the name and address of the Bidder and the

RFP reference number and be marked as follows:

“SELECTION OF PROGRAMME
MANAGEMENT CONSULTANT FOR
SMART SOLUTIONS PROJECT FOR
RAIPUR SMART CITY LIMITED –
PROPOSAL DO NOT OPEN BEFORE [Insert
Time Indicated in the Data Sheet] ON [Proposal
Due Date”].

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

23. Confidentiality

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

b. Any attempt by a Bidder or anyone on behalf of the Bidder to influence improperly the Client in the evaluation of the Proposals or award of the Contract may result in the rejection of its Proposal.

c. Notwithstanding the above provisions, from the time of the Proposals' opening to the time of

Contract award publication, if a Bidder wishes to contact the Client on any matter related to the selection process, it should do so only in writing.

24. Performance Security

24.1 Upon selection, the Consultant shall furnish to the Client, a performance security of the amount specified in Clause 24.2 below, on or before execution of the Contract to secure the due performance of the obligations of the Consultant under the Contract (the Performance Security). The Performance Security will be in the form of an unconditional, irrevocable and on-demand bank guarantee issued in favour of the Client in the format appended to the Contract.

24.2 The Performance Security shall be for an amount equal to 10% (Ten per cent) of the total value of the Contract.

25. Opening and Evaluation of Proposals

- a.** The Client shall open only those Proposals that are submitted on or before the specified time on the Proposal Due Date.
- b.** The Client shall open the Proposals at the time and on the date and the address specified in the Data Sheet.
- c.** The Client's evaluation committee shall conduct the opening of the Proposals in the presence of the Bidders whose authorized representatives choose to attend the bid opening event.

26. Responsiveness and Eligibility Tests

- a.** First, the Client's evaluation committee shall open and evaluate the Qualification Documents for responsiveness and to determine whether the Bidders are eligible to be awarded the Contract. At the

opening of the Qualification Documents, the following shall be read out

- The name and the country of the Bidder;
- The presence or absence of duly sealed envelopes with the Technical Proposal and the Financial Proposal; and
- Any modifications to the Proposal submitted
- Prior to the Proposal Due Date.
- Any other information deemed appropriate.

The Qualification Documents shall be considered responsive only if:

- all documents specified in Clause 17 are received in the prescribed format;
- the Proposal is received by the Proposal Due Date;
- it is signed, sealed and marked as specified in Clause 22;
- it contains all the information and documents (complete in all respects) as requested in this RFP; and
- it does not contain any condition or qualification.

- b.** The Client's evaluation committee shall evaluate and determine whether the Bidders who have submitted responsive Qualification Documents satisfy the Eligibility Criteria.
- c.** If any Bidder is found to be disqualified in accordance with the terms of the RFP or the Qualification Documents are found to be nonresponsive or the Bidder does not meet the

Eligibility Criteria, then the Proposal submitted by such Bidder will be rejected.

- d. Upon completion of evaluation of the Qualification Documents, the Client will notify the Bidders whether they are qualified and eligible for evaluation of their Technical Proposals.

27. Evaluation of Technical Proposals

The Client's evaluation committee shall evaluate the Technical Proposals of eligible Bidders for responsiveness. If the Technical Proposal is found:

- a. not to be complete in all respects; or
- b. not duly signed by the authorized signatory of the Bidder;
- c. not to be in the prescribed format; or
- d. to contain alterations, conditions, deviations or omissions,

then such Technical Proposal shall be deemed to be substantially non-responsive and be liable to be rejected.

Each responsive Technical Proposal submitted by an eligible Bidder will be given a technical score on the basis of the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. The Financial Proposals of only those Bidders who score at least the minimum qualifying technical score, as specified in the Data Sheet, on their Technical Proposals will be opened by the Client.

28. Public Opening of Financial Proposals (for QCBS methods)

- a. After the evaluation of Technical Proposals of eligible Bidders is completed, the Client shall

notify those Bidders whose Technical Proposals were considered non-responsive to the RFP or who do not score the minimum qualifying technical score that their Financial Proposals will not be opened, along with information relating to the Bidder's overall technical score, as well as scores obtained for each criterion and sub-criterion). The Financial Proposals of technically unqualified Bidders will be returned unopened. The Client shall simultaneously notify in writing those Bidders that have achieved the minimum qualifying technical score and inform them of the date, time and location for the opening of their Financial Proposals. The opening date should allow the Bidders sufficient time to make arrangements for attending the opening. The Bidder's attendance at the opening of the Financial Proposals is optional and is at the Bidder's choice.

- b.** The Financial Proposals of eligible Bidders whose Technical Proposals have scored at least the minimum qualifying technical score shall be opened by the Client's evaluation committee on the date and at the time notified by the Client in the presence of the Bidders whose designated representatives choose to be present. At the opening of the Financial Proposals, the names of the Bidders, and the overall technical scores, including the breakdown by criterion, shall be read aloud. The Financial Proposals will then be

evaluated to confirm that they have remained sealed and unopened and are responsive in terms of the RFP. If any Financial Proposal is found:

- i.** not to be complete in all respects;
 - ii.** not duly signed by the authorized signatory of the Bidder;
 - iii.** not to be in the prescribed format;
- or
- iv.** to contain alterations, conditions, deviations or omissions,

then such Financial Proposal shall be deemed to be substantially non-responsive and liable to be rejected

The Financial Proposals that are found to be responsive will be evaluated, and the total cost quoted by the eligible and technically qualified Bidders will be read aloud and recorded. Each responsive Financial Proposal will be given a financial score on the basis of the formula specified in the Data Sheet.

- 29. Correction of Errors** 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 will be made to the Financial Proposal.

The Client's evaluation committee will correct any computational or arithmetical errors in the Proposals. In case of discrepancy between

- (a) a partial amount (sub-total) and the total amount; or
- (b) between the amount derived by multiplication of unit price with quantity and the total price; or
- (c) between words and figures, the former will prevail

in each case. In case of any discrepancy between the Technical Proposal and the Financial Proposal of a Bidder in the time input in man-months for any Key Expert and/or the Programme Support Staff, the Technical Proposal shall prevail and the Client's evaluation committee shall correct the quantities specified in the Financial Proposal so as to make it consistent with the corresponding quantities specified in the Technical Proposal, apply the relevant rate per man month included in the Financial Proposal to the corrected quantity, and correct the total cost stated in the Financial Proposal.

30. Combined Quality and Cost Evaluation

The total score of an eligible and technically qualified Bidder will be calculated by weighting its technical score and financial score and adding them as per the formula set out in the Data Sheet. The Proposals of the eligible and technically qualified Bidders will then be ranked on the basis of their combined weighted technical and financial score. The Bidder achieving the highest combined weighted technical and financial score may be issued a letter of invitation by the Client to negotiate the Contract with the Client.

If 2 or more Bidders are ranked the highest bidders with the same combined weighted technical and financial score, the Proposal with the higher technical score will be ranked first. Subject to Clause 32, the first/highest ranked Bidder will ordinarily be the selected Bidder

D. Negotiations and Award

31. Negotiations

- a.** The first/highest ranking bidder may, if necessary, be invited for negotiations with the Client. The negotiations will be held at the date and address indicated in the Data Sheet with the Bidder's authorized representative. The negotiations will be for re-confirming the obligations of the Consultant under the Contract and the RFP and finalising the detailed work plan, deliverables, payment milestones and the proposed Expert Pool and Programme Support Team.
- b.** The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant's authorized representative.

31a Availability of Key Experts

The first/highest ranking Bidder shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 14. Failure to confirm the Key Experts' availability may result in the rejection of the first/highest ranking Bidder's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Bidder.

Notwithstanding the above, the substitution of Key Experts during the negotiations may be considered if such substitution is due solely to circumstances outside the reasonable control of and not foreseeable by the first/highest ranking Bidder, including but not limited to death or medical incapacity. In such case, the first/highest ranking Bidder shall offer a substitute Key Expert within the period of time specified in the letter

of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original Key Expert.

31b. Technical negotiations

The negotiations will include discussions on the Terms of Reference (TORs), the proposed methodology, quality of work plan, the Client's inputs, deployment of the Key Experts and the Programme Support Team, the special conditions of the Contract, and finalizing the details of the Services to be provided by the Consultant. These discussions shall not substantially alter the original scope of Services under the TOR or the terms of the Contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

31c. Financial negotiations

The negotiations may include discussions on the Consultant's tax liability in India and how it should be reflected in the Contract.

The total price stated in the Financial Proposal shall not be negotiated.

32. Conclusion of Negotiations

(a) The negotiations will be concluded with a review of the draft Contract.

(b) If the negotiations fail, the Client shall inform the first/highest ranking Bidder in writing of all pending issues and disagreements and provide a final opportunity to the first/highest ranking Bidder to respond. If disagreement persists, the Client shall terminate the negotiations informing the first/highest ranking Bidder of the reasons for doing so. Upon termination of the negotiations with the first/highest

ranking Bidder, the Client may invite the next-ranked Bidder to negotiate the Contract with the Client or annul the bid process, reject all Proposals and invite fresh Proposals. If the Client commences negotiations with the next-ranked Bidder, the Client shall not reopen the earlier negotiations.

33 Award of Contract

- a.** After completing the negotiations, the Client shall issue a letter of award to the selected Bidder:
- i.** accepting the Proposal of the selected Bidder with such modifications as may be negotiated with the Client;
 - ii.** appointing it as the Consultant;
 - iii.** requesting it to submit the Performance Security in accordance with Clause 24;
 - iv.** requesting it to appoint the Key Experts forming part of its Expert Pool who are not employees of the Consultant but have consented to being engaged by the Consultant on a contract basis to perform the Services or a part thereof in accordance with the Contract;
 - v.** subject to submission of the Performance Security and satisfaction of all other conditions specified in the letter of award, requesting it to execute the Contract.

Within [15] days of receipt of the letter of award, the selected Bidder shall sign and return a copy of the letter of award.

- b.** Upon execution of the Contract, the Client will publish the award information as per the instructions in the Data Sheet; and promptly notify the other technically qualified Bidders of the conclusion of the selection process or upload the details of the selected Consultant on its website.
- c.** The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- d.** If the selected Bidder fails to satisfy the conditions specified in Clause 33.1 above or fails to execute the Contract on or before the date specified in the letter of award, the Client may, unless it consents to an extension, without prejudice to its other rights under the RFP or in law, disqualify the selected Bidder, revoke the letter of award and forfeit the EMD of the selected Bidder. If the Client elects to disqualify the selected Bidder and revoke the letter of award, it may invite the next ranked Bidder to negotiate the Contract with the Client or take any such measure as it may deem fit, including inviting fresh Proposals from the eligible Bidders or annulling the entire bid process.

| E. Data Sheet (Fact Sheet) | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|-------------------|------|----|-------------------------------------------|---|----|--------------------------------|---------------|----|-----------------|----------------|----|--------------------------|----------------------------------|----|--------------------------------------|-----------------------|----|------------------------------------------------------------|-----------------------|----|---------------------------------------------------------|-----------------------|----|----------------------|---------------------------------------------|
| A. General | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ITC Clause Reference | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.1 | Name of the Client: Raipur Smart City Limited (RSCL) Method of selection: Combined Quality and Cost Based Selection 80:20 (Technical: Financial) | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.4 (b) | Minimum qualifying technical score: 70 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.4 (c) | Please refer clause 30.1 of Data Sheet. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.4 (e) | A pre-bid meeting will be held: Yes Date of pre-bid meeting: 14-10-2016 , Time: 16:00 Hrs Address: Raipur Smart City Limited Headquarter Nagar Nigam, Near Mahila Police Station, Gandhi Chowk, Kalibadi, Raipur (CG) (India), Pin- 492001 Telephone: +910771-2535780,90 Fax: +910771-2227395 E-mail: ceo.rscl@gmail.com Contact person: (i) B.R.Agarwal Mob.No. 9301953225 (ii) Rajesh Sharma Mob.No. 9827160564,9301953247 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.4 (g) | The Bidder may download the Smart City Proposal for preparing of the bid proposal from the website: http://smartcities.gov.in | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.4 (h) | SCHEDULE OF BIDDING PROCESS The client shall endeavour to adhere to the following schedule: <table border="1" data-bbox="540 1299 1341 2018"> <thead> <tr> <th>S.No.</th> <th>Event Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Issue of Advertisement & Uploading of RFP</td> <td>T</td> </tr> <tr> <td>2.</td> <td>Last date of receiving Queries</td> <td>T+10,17:00Hrs</td> </tr> <tr> <td>3.</td> <td>Pre-bid Meeting</td> <td>T+13,16:00 Hrs</td> </tr> <tr> <td>4.</td> <td>Reply to Pre-bid Queries</td> <td>Within 7 days of Pre-bid meeting</td> </tr> <tr> <td>5.</td> <td>Last Date of submission of Proposals</td> <td>T+ 30 days, 15:00 Hrs</td> </tr> <tr> <td>6.</td> <td>Opening of Proposals (Qualification & Technical Proposals)</td> <td>T+ 30 days, 16:00 Hrs</td> </tr> <tr> <td>7.</td> <td>Technical presentation & opening of financial proposals</td> <td>To be intimated later</td> </tr> <tr> <td>8.</td> <td>Validity of Proposal</td> <td>90 days from the last date of submission of</td> </tr> </tbody> </table> | S.No. | Event Description | Date | 1. | Issue of Advertisement & Uploading of RFP | T | 2. | Last date of receiving Queries | T+10,17:00Hrs | 3. | Pre-bid Meeting | T+13,16:00 Hrs | 4. | Reply to Pre-bid Queries | Within 7 days of Pre-bid meeting | 5. | Last Date of submission of Proposals | T+ 30 days, 15:00 Hrs | 6. | Opening of Proposals (Qualification & Technical Proposals) | T+ 30 days, 16:00 Hrs | 7. | Technical presentation & opening of financial proposals | To be intimated later | 8. | Validity of Proposal | 90 days from the last date of submission of |
| S.No. | Event Description | Date | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. | Issue of Advertisement & Uploading of RFP | T | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 7. | Technical presentation & opening of financial proposals | To be intimated later | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| | | | proposal (i.e. 31-01-2017) |
| | B. Preparation of Proposals | | |
| 11 | <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 document is in another language, it must be accompanied by an accurate translation of all the relevant passages in English by an approved/ authorized/ licensed translator², in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.</p> | | |
| 14 (a) | Proposals must remain valid for 90 (ninety) calendar days after the Proposal Due Date (i.e., until: 31-01-2017). | | |
| 14(K) | <p>(a) During the 1st year of the Contract, the Consultant may change a maximum of 2 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the originally proposed Key Expert. ; If the Consultant proposes to change more than 2 Key Experts in the 1st year, a penalty equivalent to one month professional fee (Remuneration) quoted against that key expert shall be imposed by the Client.</p> <p>But if the Consultant proposes the replacement of the Team Leader in the 1st year, then the penalty shall be equivalent to two month professional fee (Remuneration) quoted against the professional fee quoted for the Team Leader.</p> <p>(b)-During the 2nd year and remaining part of the Contract period, Consultant may change a maximum of 3 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the existing Key Expert. If the</p> | | |

| | |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>Consultant propose any change in the number of key experts more than the above prescribed limit in the 2nd year a penalty equivalent to one month professional fee (Remuneration) quoted against that key expert shall be imposed by the Client.</p> |
| 15 | <p>Clarifications may be requested no later than 1 day prior to the pre-bid meeting date by 16:00 Hrs on 14-10-2016.</p> <p>The contact information for requesting clarifications is: CEO, Raipur Smart City Limited, C/o Headquarter Nagar Nigam, Near Mahila Police Station, Gandhi Chowk, Kalibadi, Raipur (CG) (India), Pin- 492001 Telephone: +910771-2535780,90 Fax: +910771-2227395 E-mail: ceo.rscl@gmail.com</p> <p>The Client shall make reasonable efforts to respond to the queries or request for clarifications on or before 7 days post the pre-bid meeting date.</p> |
| 18 | <p>Reimbursable Expenses: Reimbursable Expenses means the expenses incurred by or that may be incurred by the Bidder under the various heads of expenditure listed in s. no. 2 of FIN-2, which shall in no event exceed the corresponding amounts set out therein.</p> <ol style="list-style-type: none"> a. For the purpose of evaluation of the Financial Proposal, it will be assumed that a Bidder will utilise the maximum amount of Reimbursable Expenses set out in Form FIN-2. b. The consultant will be required to take prior approval for incurring Reimbursable Expenses. All amounts mentioned under the head of Reimbursable Expenses in Form FIN-2 will be reimbursed to the Consultant as per actuals on submission of proof of bills and approval thereof by the Client, subject to the maximum amount mentioned in Form FIN-2. |
| 18 (b) | <p>A price adjustment provision applies to remuneration rates: No.</p> |
| 18 (c) | <p>Amount payable by the Client to the Consultant under the contract to be subject to local taxation: Yes</p> |

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|--------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | The Client will reimburse the Consultant the service tax payable by the Consultant for the Services, as per applicable laws. Any other taxes payable in connection with the Services will be borne by the Consultant. |
| 19 (a) | An EMD of INR 20,00,000 (Indian Rupees Twenty Lakhs) in the form of a demand draft or bank guarantee from any Nationalized bank in India and drawn in favour of the Raipur Smart City Limited and payable at Raipur, must be submitted along with the Proposal. If the EMD is submitted through a bank guarantee, it must be in the format set out in Appendix 3 and the minimum validity date of the bank guarantee should be 150 (one hundred fifty) days from the Proposal Due Date. In the event of any extension in the Proposal's validity, the EMD will also remain valid for such extended period. |
| 21 | Bid documents processing fee of INR 10,000 (Indian Rupees Ten Thousand only) shall be paid through a demand draft in favour of the Raipur Smart City Limited and payable at Raipur. |
| | C. Submission, Opening and Evaluation |
| 22 | The Consultant must submit the following number of copies of the Proposal: (a) Qualification Documents – 1 original and 3 copies (b) Technical Proposal – 1 original and 3 copies (c) Financial Proposal – Only the original Financial Proposal needs to be submitted as a part of the Proposal. |
| | The Proposals must be submitted no later than: Date: 31-10- 2016 Time: till 15:00 Hrs. |
| | The Proposal must be delivered in physical form to the following address:: Raipur Smart City Limited Headquarter Nagar Nigam, Near Mahila Police Station, Gandhi Chowk, Kalibadi, Raipur (CG) (India), Pin- 492001 Telephone: +910771-2535780,90 Fax: +910771-2227395 E-mail: ceo.rscl@gmail.com |
| 25 (b) | The opening of the Proposals shall start at: |

| | |
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| | <p>Raipur Smart City Limited Headquarter Nagar Nigam, Near Mahila Police Station, Gandhi Chowk, Kalibadi, Raipur (CG) (India), Pin- 492001 Telephone: +910771-2535780,90 Fax: +910771-2227395 E-mail: ceo.rscl@gmail.com Date: 31-10-2016 Time: 16:00 Hrs.</p> |
| 26 | <p>Eligibility Criteria</p> |
| | <p>Financial Eligibility: The Bidder should have a minimum average annual turnover from consultancy services of INR 75,00,00,000.00 (Indian Rupees Seventy Five Crores) in the three financial years 2013-14, 2014-15 and 2015-16 prior to the Proposal Due Date.</p> <p>Note: Annual turnover shall be brought to current costing level by enhancing the actual value of amount at the rate of 7% per annum (compounded annually), calculated from the date of completion to last date of receipt of applications for tenders.</p> <p>If the annual accounts for the Financial Year 2015-16 are not audited, the Bidder shall provide the provisional annual accounts for such Financial Year. The provisional annual accounts shall be accompanied by an undertaking by the Bidder to the effect that if it is chosen as the Consultant, it shall submit to the Client within 60 days of the date of the Contract, a duly certified copy of Bidder's duly audited balance sheet, annual report and profit and loss account for the Financial Year 2015-16 and a certificate from the statutory auditor certifying that the Consultant continues to meet the financial eligibility criteria set out in the RFP.</p> |
| | <p>(ii) Technical Eligibility:</p> <p>(a) Category A :- To demonstrate the Bidder's technical eligibility, the Bidder should have experience of undertaking at least 1 Category A Assignment in the 10 years preceding the Proposal Due Date.</p> |

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| | (b) Category B :- To demonstrate the Bidder's technical eligibility, the Bidder should have experience of undertaking at least 1 Category B Assignment in the 10 years preceding the Proposal Due Date. |
| | (iii) Other Eligibility Criteria |
| | <p>(a) If any Bidder or its Affiliates have been barred by the Government of India or Government of Chhattisgarh or any or its Affiliates, from participating in any project or being awarded any contract and the bar subsists on the Proposal Due Date, such Bidder will not be eligible to submit a Proposal. If the Client subsequently finds that a Bidder or any of its Affiliates is so barred, then the Client may disqualify the Bidder and reject its Proposal.</p> <p>(b) If any Bidder or its Affiliates has/have, in the [3 (three)] years immediately preceding the Proposal Due Date: (i) been expelled from any project or contract by Government of India or Government of Chhattisgarh or any of its Affiliates; or (ii) had any contract terminated by the Government of India or Government of Chhattisgarh or any of its Affiliates for breach by such Bidder or its Affiliates, as the case may be, then such Bidder will not be eligible to submit a Proposal.</p> <p>Bidders will provide such evidence of their continued eligibility as the Client may request at any time during or after the bid process.</p> |
| | The Technical Proposals of eligible and qualified Bidders shall be evaluated as follows: |
| | Technical Proposal (Envelop B) |

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| 27 | Evaluation Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals: | | |
| | S.No. | Description | Points |

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| (i) | Specific experience of the Bidder in undertaking Category A Assignments and Category B Assignments: | 20 |
| S.No. | Description | Points |
| | Sub Criteria | |
| | <p>Category A Assignment</p> <p>For an assignment to qualify as a Category A Assignment, it should meet the following criteria:</p> <p>(a) The assignment should be for the development of an Information Technology (IT) based Command & Control Centre (COC).</p> <p>For the benefit of the Bidders, a brief description of a Command & Control Centre as per the client’s understanding is set out below:</p> <p>A city can be thought of as a complex system of systems with dynamic interconnections and interdependencies across individual systems or domains. Critical information in a city is typically stored in multiple disparate systems across multiple disconnected departments. A Command & Control Centre enables city administrators, managers, and planners to leverage information across all city agencies and departments, anticipate problems and minimize the impact of disruption to services and operations, and coordinate cross- agency resources to respond to both real-time and anticipated issues. This approach for managing the city creates a fully integrated and interconnected holistic perspective. Among the features of this system are gateways connecting Command & Control Centre to various sources of data in the city (e.g., traffic and public safety), a visual interface between City Operation Centres and its operators, and bidirectional communication and interaction with citizens. Finally, analytic computational capabilities enable customization of solutions. In terms of usability, the Command & Control Centre provides an enhanced visual user interface that can be customized based on</p> | |

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| | <p>operator role. The interface makes it possible to</p> <ul style="list-style-type: none">• bring together different data sources to provide a comprehensive perspective,<ul style="list-style-type: none">• present easily consumable critical information,• display summarized data that can be analyzed to give insight, and• support real-time workflow and alerts. <p>(b) The Command & Control Centre should have been developed for a city with a minimum population of 200,000 (two hundred thousand).</p> <p>(c) The Bidder shall have experience in providing project development and management / project design and supervision / project design, supervision and management consultancy services in the assignment.</p> <p>(d) In executing the assignment, the Bidder shall have been the main/chief/principal consultant which executed the consultancy / services agreement with the implementing agency.</p> <p>(e) Only completed category A assignments shall be accepted .</p> <p>For each Category A Assignment, which meets the criteria set out above, the Bidder will be awarded 2 marks per assignment, subject to a maximum of 4 marks.</p> <p>Category B Assignment</p> <p>For an assignment to qualify as a Category B Assignment, it should meet the following criteria:</p> <p>(a) The assignment should be for the project development and management / project design and supervision / project design, supervision and management consultancy services of an Information and Communication Technologies (ICT) based project, a list of which is set out</p> | |
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| | <p>below:</p> <p>(i) Traffic management (traffic signaling/traffic network flow monitoring/ traffic video surveillance and incidence management/ video analytics supported traffic violation); - 2 MARKS</p> <p>(ii) Smart parking (electronic parking system for on street parking/publically owned parking); - 1 MARK</p> <p>(iii) City surveillance :- Transit operations (city-wide automatic vehicle locator (AVL) for tracking of public/private transport)/ Transit operation (crew and bus scheduling/ passenger information system on-board at bus shelters/public or private places); 1 MARK</p> <p>(iv) Common payment card system; 1 MARK</p> <p>(v) Emergency response/city incidence management system (emergency response intake through inward request /computer aided dispatch / first responder tracker and coordination / incident escalation and management/ multi-agency collaboration for emergencies and planned events / extreme weather disaster response); 1 MARK</p> <p>(vi) Experience in designing / developing and implementing city wide ICT based smart solution including networking, security, disaster recovery and technology integration; 1 MARKS</p> <p>(vii) Experience in designing / developing / consulting city wide public internet access centre such as city Wi-Fi; 1 MARK</p> <p>(viii) Consulting or monitoring of SCADA systems for electricity or water management etc.; 4 MARKS</p> <p>(ix) Experience in designing consulting city</p> | |
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| | <p>wide IT based integration system like integration platform for municipal services (property tax, birth / death registration / utility bill payments/city portal or app and other services) -4 MARKS</p> <p>SUB-TOTAL of Category B Assignments= 16 MARKS</p> <p>(b)The ICT based project should have been implemented in a city with a minimum population of 200,000 (Two hundred thousand).</p> <p>(c) The Bidder shall have experience in providing design/consulting services for the assignment or operation and management of the ICT based project.</p> <p>(d) In executing the assignment, the Bidder shall have been the main / chief / principal consultant which executed the consultancy/services agreement with the implementing agency.</p> <p>(e) Only completed Category B assignments shall be accepted.</p> <p>For each Category B Assignment, which meets the criteria set out above, the Bidder will be awarded marks as mentioned above subject to a maximum of 16 marks in total.</p> <p>Note:- The completed work in the eligibility/evaluation criteria as above shall mean that the DPR has been completed and accepted by the client and the execution has started. The completed DPRs on which the work has not started shall not be considered for evaluation.</p> | |
| | (ii) Adequacy and quality of the proposed methodology, and work plan in responding to the terms of Reference (TORs) | 40 |
| | a) Technical Approach, Methodology including Presentation –20 Marks (page limit - 10 pages + presentation) | |

| | | |
|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| | <p>(b) Work Plan – 05 Marks (page limit – 2 pages)</p> <p>(c) Organization and Staffing – 05 Marks</p> <p>(d) Understanding of project – 05 marks (page limit- 5 pages)</p> <p>(e) Innovative methodology – 05 marks (page limit- 2 pages)</p> <p><i>{Notes to Bidder: (i) the Client will assess whether the proposed methodology is clear, responds to the TORs as applied to the Smart City Proposal (SCP), work plan to analyze the SCP is realistic and implementable; overall team composition is balanced and has an appropriate skills mix to convert the SCP to module ; and the work plan has right input of Experts. (ii) The presentation shall be made by the Team leader & Dupty team leader only as per the details provided in the CVs.}</i></p> <p>Note:- If the proposed team leader or dupty team leader does not turn up for making the presentation 10 marks shall be deducted & the presentation shall be evaluated only out of 10 marks.</p> | |
| (iii) | Key Expert qualifications and competence for the assignment | 40 |
| <p>Sub Criteria:</p> <p>General Qualifications : 30%</p> <p>Adequacy for the Assignment: 70%</p> | | |
| Sno. | Position | Marks |
| 1. | Team Leader cum City Operation Center Expert | <p>Sub-Total = 7 marks</p> <p>i) 6 marks to be evaluated as per criteria above.</p> <p>ii) 1 mark for PMP/Prince 2 Certification.</p> |
| 2. | Deputy Team | 5 |

| | | | |
|--|-----|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| | | Leader Cum Programme Management Expert | |
| | 3. | Sr. Business Analyst/ BPR Specialist | 3 |
| | 4. | IoT Expert | 3 |
| | 5. | ICT Expert | 3 |
| | 6. | IT Systems Architect | 3 |
| | 7. | Information Security Systems Expert | Sub-Total = 2 marks i) 1.5 marks to be evaluated as per criteria above. ii) 0.5 mark for CISSP/CSSP certification. |
| | 8. | Intelligent Traffic and Transportation specialist | 3 |
| | 9. | Urban transport planner | 2 |
| | 10. | Common payment card module expert | 2 |
| | 11. | Procurement specialist | 2 |
| | 12. | Urban Utility specialist | 3 |

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|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| 13 | Project Finance specialist | 2 |
| | Sub Total | 40 |
| | Note: Preference shall be given to higher qualification | |
| | The number of points to be assigned to each of the above positions shall be determined considering the following subcriteria and relevant percentage weights: | |
| | <p>For all the above positions</p> <p>1) General qualifications (general education, training, and experience): 20%</p> <p>2) Adequacy for the Contract (relevant education, training, experience in the sector/similar assignments): 80%</p> <p>Total weight: 100%</p> | |
| | For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (St) that a Bidder requires to qualify for opening of the Financial Proposal is 70. | |
| 30 (CQCBS only) | <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the Proposal under consideration.</p> <p>The weights given to the</p> | |

| | | |
|----------------------------------|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | <p>Technical (T) and Financial (P) Proposals are: T = 0.8, and P = 0.2</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p> |
| D. Negotiations and Award | | |
| | 31 | Expected date and address for contract negotiations: To be intimated later. |
| | 33 (b) | The publication of the contract award information following the completion of the Contract negotiations and Contract signing will be done as following: The information will be published in www..... & www..... |
| | 33 (c) | Expected date for the commencement of the Services: Date:2016 at: Raipur (Chhattisgarh) |
| | | |

Section 2. Qualification Documents and
Technical Proposal – Standard Forms

QUALIFICATION DOCUMENTS

**APPENDIX1: QUALIFICATION DOCUMENTS AND PROPOSAL
SUBMISSION FORM [On the Letter head of the Bidder]**

{Location, Date}

To:

Raipur Smart City Limited
Headquarter Nagar Nigam, Near Mahila Police Station,
Gandhi Chowk, Kalibadi, Raipur (CG)
(India), Pin- 492001

Ref: RFP for Selection of Programme Management Consultant (PgMC) for Smart Solutions Project for Raipur Smart City Limited.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for the Smart Solutions Project to be implemented by Raipur Smart City Limited in Raipur City of Chhattisgarh in accordance with your Request for Proposals dated [Insert Date] . We are hereby submitting our Proposal, which includes the Qualification Documents and our Technical Proposal and Financial Proposal, each in a separate sealed envelope.

We hereby declare that:

- a.** All the information and statements made in this Proposal are true, nothing has been omitted which renders such information misleading and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- b.** All documents accompanying our Proposal are true copies of their respective originals. We will make available to the Client any additional information it may find necessary or require to authenticate or evaluate the Proposal.
- c.** Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 14.
- d.** We have no conflict of interest in accordance with Clause 3.
- e.** We and our Affiliates are not submitting more than one or separate Proposals.
- f.** We or any of our Affiliates have not been charge-sheeted by any agency of the government or convicted by a court of law, indicted or have had adverse orders passed by a regulatory authority which could cast a doubt on our ability to execute the Contract.
- g.** No investigation by a regulatory authority is pending either against us or any of our Affiliates or against our chief executive officer or any of our directors /managers / employees.
- h.** If due to any change in facts or circumstances during the bid process, we attract the provisions of disqualification in terms of the provisions of this RFP, we shall inform the Client of the same immediately.

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- i.** We meet the Eligibility Criteria and all other requirements of the RFP and are qualified to submit a Proposal, We have not directly or indirectly through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, collusive practice, undesirable practice or restrictive practice as defined in Section 5 of the ITC. We undertake to continue to abide by and ensure that our Personnel comply with the Client's policy with regard to corrupt and fraudulent practices as per Clause 5 and Section 5.
 - j.** We or our Affiliates, suppliers, or service providers for any part of the Contract, are not subject to any temporary suspension and have not been barred by any government or government instrumentality in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business or by any multilateral funding agency, from participating in any project or being awarded any contract or being given any funding and no such suspension or bar subsists on the Proposal Due Date.
 - k.** In the last [3(three)] years, we or our Affiliates have neither been expelled from any project or contract by any government or government instrumentality nor have had any contract terminated by any government or government instrumentality for breach on our part.
 - l.** Except as stated in Clause 14 (h), if we are selected as the Consultant, we undertake to negotiate the Contract and provide the Services on the basis of the proposed Expert Pool. We accept that the substitution of Key Experts for reasons other than those stated in Clause 14 and Clause 31 may lead to revocation of the letter of award/termination of the Contract.
 - m.** Our Proposal is binding upon us and is subject to any modifications resulting from the Contract negotiations.
 - n.** We have carefully analysed the RFP and all related information. We understand that except to the extent as expressly set forth in the Contract, we shall have no claim, right or title arising out of any documents or information provided to us by the Client or in respect of any matter arising out of or concerning or relating to the bid process including the award of the Contract.
 - o.** Our Financial Proposal and the remuneration of the Expert Pool and Programme Support Team has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, the Terms of Reference, the draft Contract, our own estimates of costs and after a careful assessment of all the conditions that may affect the Services.
 - p.** We irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation or question any decision taken by the Client in connection with the evaluation of the Proposals, selection of the Consultant, or in respect of the Smart Solutions Project and the terms and implementation thereof.
 - q.** We acknowledge the right of the Client to reject our Proposal without assigning any reason and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
 - r.** We acknowledge the right of the Client to cancel the bid process and not award the Contract, without assigning any reason and without incurring any liability to the Bidders and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

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- s. We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services no later than the date indicated in Clause 33.3 of the Data Sheet.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Address: _____

Contact information (phone and e-mail): _____

APPENDIX 2: DETAILS OF THE BIDDER
(To be submitted on the letterhead of the Bidder)

1. (a) Name:
 - (b) Country of incorporation:
 - (c) Date of incorporation and/or commencement of business:
2. Brief description of the company including details of its main lines of business and proposed role and responsibilities in this assignment [Note: Such description shall not exceed 5 type-written A4 pages.]:
3. Shareholding of the Bidder, if applicable
4. List of directors
5. Details of individual who will serve as the point of contact/ communication for the Client³:
 - a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
 - e. Telephone Number:
 - f. E-Mail Address:
 - g. Fax Number:

6. Particulars of the Authorised Signatory of the Bidder:
 - a. Name:
 - b. Designation:
 - c. Address:
 - d. Telephone Number:
 - e. E-Mail Address:
 - f. Fax Number:

³ In the event that the authorized signatory and the point of contact are different individuals, the information for both the individuals (i.e., the authorized signatory and the point of contact) are to be furnished. The Client will send communication to both the entities.

APPENDIX 3: FORMAT OF THE EMD
(To be executed on stamp paper of appropriate value)

B.G. No. [___]

Dated:

1. In consideration of you, Raipur Smart City Limited (referred to as **RSCL**, which expression will, unless it is repugnant to the subject or context thereof include, its successors and assigns) having agreed to receive the Bid of [**insert name of Bidder**] with its registered office at [**Insert Address**] (referred to as the **Bidder** which expression will unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for designing and implementing the application of certain Smart Solutions projects, which involve the use of technology, information and data to improve infrastructure and services within the city of Raipur (the **Smart Solutions Projects**), to implement the Smart Cities Mission in Raipur, pursuant to the Request for Proposal dated [___] (referred to as the **RFP**) and other related documents including without limitation the draft Contract (collectively referred to as **Bid Documents**), we (Name of the Bank) having our registered office at [___] and one of its branches at [___] (referred to as the **Bank**), at the request of the Bidder, do hereby in terms of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bid Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to RSCL an amount of Rs. [___] (referred to as the **Guarantee**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder will fail to fulfil or comply with all or any of the terms and conditions contained in the said Bid Documents.
2. Any such written demand made by RSCL stating that the Bidder is in default of due and faithful compliance with the terms and conditions contained in the Bid Documents will be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of RSCL is disputed by the Bidder or not, merely on the first demand from RSCL stating that the amount claimed is due to RSCL by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bid Documents, including but not limited to the following events:

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- a. If a Bidder withdraws its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
 - b. If a Bidder is disqualified in accordance with Clause 3;
 - c. If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Section 5 of the RFP.
 - d. If a Bidder is declared the first ranking Bidder and it:
 - i. withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;
 - ii. fails to furnish the Performance Security in accordance with Clause 24 of the RFP;
 - iii. fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
 - iv. fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
 - v. fails to execute the Contract.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

4. This Guarantee shall be irrevocable and remain in full force till the validity of the Proposal, including any extensions thereof, and will continue to be enforceable till all amounts under this Guarantee have been paid.

If the Bidder is declared as the Consultant, then the validity of the EMD of such Bidder shall be extended until the date on which the Consultant submits the Performance Security. The EMD of the Consultant will be returned upon the Consultant furnishing the Performance Security.

5. We, the Bank, further agree that RSCL will be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents including, those events listed at clause 3 above. The decision of RSCL that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences between RSCL and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.

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6. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
 7. In order to give full effect to this Guarantee, RSCL will be entitled to treat the Bank as the principal debtor.
 8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bid Documents or the Bid submitted by the Bidder.
 9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or RSCL:
 - a. any time or waiver granted to, or composition with, the Bidder or any other person;
 - b. any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Bidder, as the case may be;
 - c. any variation of the Bid Documents, so that references to the Bid Documents in this Guarantee shall include each such variation;
 - d. any unenforceability, illegality or invalidity of any obligation of the Bidder or RSCL under the Bid Documents or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
 - e. any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Bidder under the Bid Documents).
 10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
 11. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which will be deemed to have been duly authorized to receive the notice of claim.
 12. It shall not be necessary for RSCL to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which RSCL may have obtained from the Bidder or any other person and which will, at the

time when proceedings are taken against the Bank, be outstanding or unrealized.

13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of RSCL in writing.
14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
15. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to Rs. [____]. The Bank will be liable to pay the amount or any part of the Guarantee only if RSCL serves a written claim on the Bank in accordance with clause 11 of this Guarantee, on or before (indicate date corresponding to the Proposal validity period).
16. Capitalized terms used but not defined herein shall have the meanings given to them in the RFP.

Signed and Delivered by.....

**Bank By the hand of Mr./Ms. its and
authorised official. (Signature of the Authorised Signatory)
(Official Seal)**

APPENDIX4: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

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

Power of Attorney

Know all men by these presents, we
(name of the Bidder 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 true and lawful attorney (hereinafter referred to as the “attorney”), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Proposal for Selection of Programme Management Consultant (PgMC) for Smart Solutions Project for Raipur Smart City Limited(RSCL) in Raipur City of Chhattisgarh”, including signing and submission of the Proposal and all accompanying documents, attending the pre-bid meeting, providing information/responses to RSCL, representing us in all matters before RSCL, if selected, undertaking negotiations with RSCL prior to the execution of the Contract and generally dealing with RSCL in all matters in connection with our Proposal.

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

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

For _____

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

-
- The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
 - In case the Proposal is signed by an authorized director of the Bidder, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the power of attorney.
 - For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming apostille certificate.

APPENDIX 5: FINANCIAL QUALIFICATION OF THE BIDDER

| S.No. | Financial Year | Annual Turnover (Rs. crore) (from Consultancy Services) |
|-----------|-------------------------------|---------------------------------------------------------|
| 1. | Financial Year 2013-14 | |
| 2. | Financial Year 2014-15 | |
| 3. | Financial Year 2015-16 | |

Note:

- The Bidder shall attach copies of the balance sheets, financial statements and audited annual reports for each of the Financial Years mentioned above. The financial statements shall:
 - a. reflect the turnover of the Bidder;
 - b. be audited by a statutory auditor;
 - c. be complete, including all notes to the financial statements.
- The Bidder shall provide a statutory auditor's certificate specifying the annual Turnover of the Bidder in the form set out at Appendix-6.
- If the annual accounts for the Financial Year 2015-16 are not audited, the Bidder shall provide the provisional annual accounts for such Financial Year. The provisional annual accounts shall be accompanied by an undertaking by the Bidder to the effect that if it is chosen as the Consultant, it shall submit to the Client within 60 days of the date of the Contract, a duly certified copy of Bidder's duly audited balance sheet, annual report and profit and loss account for the Financial Year 2015-16 and a certificate from the statutory auditor certifying that the Consultant continues to meet the financial eligibility criteria set out in the RFP.

Date:

**APPENDIX 6: CERTIFICATE FROM THE STATUTORY AUDITOR
REGARDING TURNOVER**

(On the letter head of the statutory auditor)

Based on its books of accounts and other published information authenticated by it, this is to certify that the turnover of
(name of the Bidder) for the Financial Year 2013-14, 2014-15 and 2015-16 is as follows:

| S.No. | Financial Year | Annual Turnover (Rs. crore) (from Consultancy Services) |
|-----------|-------------------------------|---------------------------------------------------------|
| 1. | Financial Year 2013-14 | |
| 2. | Financial Year 2014-15 | |
| 3. | Financial Year 2015-16 | |

Name of the audit firm:

Seal of the audit firm:

Signature:

Name:

Membership Number:

Designation:

Date:

APPENDIX7: TECHNICAL QUALIFICATION

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

Name: *[insert full name]*

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

Bid no and Title: *[Insert bid number]*

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

[Identify Eligible Assignments undertaken by the Bidder over the past 10 (ten) years and the details set out in the table below. The Eligible Assignments should be listed chronologically, according to their date of commencement]

Provide the project details category wise in separate table format given below:

| Duration | Status (Complete/ Ongoing) | Eligible Assignment name & brief description of main deliverable s/ output | Name of Client & Country of Eligible Assignment | Approx. contract value (in INR. Equivalent)/ amount paid to the Bidder for Eligible Assignment | Role of Bidder in Eligible Assignment | Certificate from the client provided |
|-----------------------------------------------------|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| <i>{e.g., Jan.20 09– Apr.20 10}</i> | | <i>{e.g., “Supervision and Management consultancy services for a project like..... ..}</i> | <i>{e.g., Ministry of....., country}</i> | <i>{e.g., INR 01 Cr.}</i> | | <i>Yes/No a. Copy of completion certificate; [Issued by Competent Authority]</i> |
| | | | | | | |

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|--|--|--|--|--|--|--|
| | | | | | | |
| | | | | | | |
| | | | | | | |

(Name and Signature of Authorized Signatory)

- For each Eligible Assignment, the Bidder should indicate the duration of the assignment, the contract amount, the amount paid to the Bidder) and the Bidder's role/involvement.
- Bidders are expected to provide information in respect of each Eligible Assignment in this Appendix. Each Eligible Assignment must comply with the requirements set out in the Data Sheet.
- For each completed Eligible Assignment, the completion certificate issued by the client certifying that the assignment has been completed by the Bidder should be furnished.
- For each ongoing Eligible Assignment, the certificate issued by the client certifying the percentage of completion of the assignment by the Bidder should be furnished.

**APPENDIX 8:
FORMAT FOR AFFIDAVIT CERTIFYING THAT BIDDER IS NOT
BLACKLISTED**

(On a Stamp Paper of relevant value)

Affidavit

I M/s. , (the name of the Bidder and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/ chief executive officer/ directors / managers are not barred or blacklisted by any government or government instrumentality or public sector in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business from participating in any project or being awarded any contract, either individually or as member of a consortium and no such bar or blacklisting subsists as on the Proposal Due Date.

We further confirm that we are aware our Proposal for the Smart Solutions 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 term of the Contract. Dated thisDay of, 201....

Name of the Bidder

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Note:-

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

Technical proposal Submission Forms

{Notes to Bidders shown in brackets { } throughout Section 2 provide guidance to the Bidders to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED TECHNICAL PROPOSAL FORMS

| FORM | DESCRIPTION |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TECH-1 | Comments or Suggestions on the Terms of Reference and on Staff and Facilities to be provided by the Client. A. On the Terms of Reference B. On the Staff and Facilities |
| TECH-2 | Description of the Approach, Methodology, and Work Plan for Performing the Services. |
| TECH-3 | Work Schedule and Planning for Deliverables |
| TECH-4 | Team Composition, Key Experts Inputs, and Curriculum Vitae (CVs) |
| TECH-5 | Undertaking from the Key Expert |

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

FORM TECH-1

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

Form TECH-1: Comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the Services; and on requirements for 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-2
DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN
RESPONDING TO THE TERMS OF REFERENCE

Form TECH-2: 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.

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

- a) Technical Approach, Methodology and presentation
- b) Work Plan
- c) Organization and Staffing }

1. Technical Approach, Methodology and presentation.

{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs here. }

2. **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. }

3. **Organization and Staffing.**{Please describe the structure and composition of your team, including the list of the Key Experts, Programme Support Team and relevant technical and administrative support staff. }

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

FORM TECH-3

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

| N° | Deliverables 1 (D-..) | | | | | | | | |
|------------|-----------------------------------------------|---|---|---|---|---|---|---|-------|
| | | 1 | 2 | 3 | 4 | 5 | . | . | TOTAL |
| D-1 | Deliverable-1 | | | | | | | | |
| A-1 | (e.g. Activity #1) | | | | | | | | |
| | Submission and acceptance of Inception report | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| A-2 | {e.g.,Module 1 Activity #2:.....} | | | | | | | | |
| | Situation Analysis Report | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| A-n | | | | | | | | | |

1. List the deliverables for each Module 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.

| | | | | | | | | | |
|----|--------------------------------------------------------------------|--|--|--|--|--|--|--|--|
| | programme management expert (To be Employee of the Company) | | | | | | | | |
| 2. | Support-Data analytics | | | | | | | | |
| 3. | Support-Smart Solutions | | | | | | | | |
| 4. | Support-City operation | | | | | | | | |
| 5. | Support-Traffic Signalling and parking | | | | | | | | |

1. For Key Experts, the input should be indicated individually for the same positions as required under the Data Shee
2. Months are counted as 30 day periods from the start of the assignment. One working (billable) day shall be not less than 8 working (billable) hours.
3. "PO" means work in the PgMC Office at Raipur (Chhattisgarh), India. "HO" means work carried out outside the PgMC Office i.e., not physically present in Raipur (Chhattisgarh), India.

**FORM TECH-4
(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} |
| Age | {month/year} |
| Country of Citizenship/Residence | |
| E-mail ID | |
| Mobile Number | |
| Social Media Account details | |
| | |

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 for 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):

Adequacy for the Assignment:

| | |
|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Role/Position in Expert Pool/Programme Support Team: | Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks |
| {List all deliverables/tasks as in TECH- 3 in which the Expert will be involved) | |
| | |
| | |
| | |

Certification: I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client.

{day/month/year}

Name of Expert
Signature

{day/month/year}

Name of Authorised

Signature

Representative of the Bidder (authorized signatory)

1. CVs must be signed in indelible ink by the respective Personnel and countersigned by the Bidders. Unsigned CVs shall be rejected.
2. If the proposed Key Expert is not an employee of the Bidder, then the CVs shall contain an undertaking from the relevant Key Expert about his/her availability for the duration of the Contract, in the format set out in form TECH-5.

FORM TECH-5
UNDERTAKING FROM THE KEY EXPERT

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

To,
Chief Executive Officer
Raipur Smart City Limited
Headquarter Nagar Nigam, Near Mahila Police Station,
Gandhi Chowk, Kalibadi, Raipur (CG)
(India), Pin- 492001

Dated:

Sub: Implementation of the Smart Solutions Project

Dear Sir,

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

[Signature]

Name:

Date:

Place:

Section 3. Financial Proposal - Standard Forms

{Notes to Bidders shown in brackets { } provide guidance to the Bidder 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 3.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To,
Chief Executive Officer
Raipur Smart City Limited
Headquarter Nagar Nigam, Near Mahila Police Station,
Gandhi Chowk, Kalibadi, Raipur (CG)
(India), Pin- 492001

Dear Sir:

We, the undersigned, offer to provide the consulting services for the Smart Solutions Projects for Raipur Smart City Limited in Raipur City of India in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the Total Cost of the Financial Proposal}{Insert amount(s) in words and figures}. The estimated amount of local indirect taxes is INR {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN- 2}. Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal indicated in Clause 14 of the Data Sheet.

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

Yours sincerely,
Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail:

FORM FIN-2 SUMMARY OF COSTS

| Item | Cost (INR) |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| { Bidder must state the proposed Costs in accordance with the Data Sheet; delete columns which are not used } | |
| Cost of the Financial Proposal | |
| (1) Remuneration (Total of Form FIN-3) | |
| (2) Reimbursable | |
| (a) PgMC Office Set-up INR | 25,00,000/- |
| (b) Resource Pool Expert | 2,00,00,000/- |
| (c) Provisional sums include: (i) Workshops, Conferences and local training (ii) Equipments & Software (iii) Survey & Investigation including Assets condition surveys, topographic surveys, geotechnical investigations etc. (iv) Public outreach programs (v) Third Party Inspection | 1,00,00,000/- |
| (d) Contingency | 1,00,00,000/- |
| Total | |
| Add: Service Tax | |
| Total Cost of Financial Proposal { Should match the amount in Form FIN-1 } | (Write Amount in word also) |

note:

- For Remuneration, the Bidder is required to specify the aggregate remuneration for the Expert Pool and the Programme Support Team as stated in Form FIN-3.
- Payments will be made in the currency (ies) expressed above (Reference to Clause 18 (d)).
- The amounts under the head 2(a) to (d) shall be reimbursed on actual basis but not exceeding the corresponding amount specified for each head, and with prior approval of the Client.

FORM FIN-3 BREAKDOWN OF REMUNERATION

| No. | Name (A) | Position (as in TECH- 4) (B) | Location (C) | Time Input in ManMonths (from TECH- 4) (D) | Rate per Man Month (in INR) (E) | Total Remuneration (INR) (D*E) |
|--------------------|----------------------------------------------------------------------------------|-------------------------------------------------|-------------------------|-----------------------------------------------------------------------|----------------------------------------------------------------|-----------------------------------------------|
| Expert Pool | | | | | | |
| 1 | Team Leader cum City Operation Center Expert (To be the Employee of the Company) | | (HO) | | | |
| | | | (PO) | | | |
| 2 | Sr. Business Analyst/ BPR Specialist | | | | | |
| 3 | IoT Expert | | | | | |
| 4 | ICT Expert | | | | | |
| 5 | IT Systems Architect | | | | | |
| 6 | Information Security Systems Expert | | | | | |
| 7 | Traffic Signalling and parking specialist | | | | | |

| | | | | | | |
|-------------------------------|---------------------------------------------------------------------------------------------------|--|--|--|--|--|
| 8 | Urban transport planner | | | | | |
| 9 | Common payment card module expert | | | | | |
| 10 | Procurement specialist | | | | | |
| 11 | Urban Utility specialist | | | | | |
| 12 | Project Finance specialist | | | | | |
| Programme Support Team | | | | | | |
| 1 | Support-Deputy Team Leader cum programme management expert (To be Employee of the Company) | | | | | |
| 2 | Support-Data analytics | | | | | |
| 3 | Support-Smart Solutions | | | | | |
| 4 | Support-City operation | | | | | |
| 5 | Support-Traffic Signalling and parking | | | | | |

Note:- The total remuneration of the Programme Support Team shall not exceed 25% of the aggregate remuneration of the Expert Pool and the Programme Support Team.

Section 4. Eligible Countries

In reference to Clause 6, for the information of Bidders, at the present time firms, goods and services from the following countries are excluded from this selection:

None

Section 5. Corrupt and Fraudulent Practices

5.1 The Bidders 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 Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the selection process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, *inter alia*, time, cost and effort of the Client, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.

5.2 Without prejudice to the rights of the Client under Clause 5.1 hereinabove and the rights and remedies which the Client may have under the LOA or the Contract, if a Bidder is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the LOA or the execution of the Contract, such Bidder shall not be eligible to participate in any tender or RFP issued by the Client during a period of 2 (two) years from the date such Bidder is found by the Client to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

5.3 For the purposes of this Clause 5.3, 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 Client who is or has been associated in any manner, directly or indirectly with the selection process or the

LOA or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the selection process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the selection process or after the issuance of the LOA or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Contract, who at any time has been or is a legal, financial or technical consultant/adviser of the Client in relation to any matter concerning the Contract;

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

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

(d) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

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

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

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

Section - 6. Terms of Reference

6.1 Background

6.1.1 Government of India has announced the list of 13 cities to be taken up for development as smart cities in fast track round. The cities have to now move towards converting their plan proposals to projects. As per GoI OM& advisory

6.1.2 As part of the Smart City Proposal, Based on last three years city profile including analysis of quality of life, administrative efficiency, SWOT & strategic focus of the city and the strategic blueprint through stake holders consultation , Raipur has set its vision for Smart City as follows:-

The citizens of Raipur Smart city foresees themselves as an Environmentally Clean, Social cohesive, Sustainable, using renewable energy sources, utilizing scientific water & Waste management, Employing Smart Transportation, Safe city with a responsive Smart Governance framework.

Through extensive Citizen consultation and a robust review of SWOT the City has voted and adopted the Vision which has a Four pronged approach comprising of "Clean, Connected, Cohesive and Credible(4Cs) RAIPUR". This is aligned to the Strategic focus of the city and is in a easy to adopt format for the masses. [Annex 3 of exhibit 5 of SCP]

GOALS

- A clean and healthy city
- A connected & networked city in both locally & regionally as well as Physically & ICT frameworks.
- A city with cohesive society and inclusive development
- A credible city which is a desired destination for investment

CLEAN & HEALTHY CITY PROCESSES

- Promote optimized densities neighbourhoods in the city for compact urban form.
- Encourage mixed land use and review zonal plans on regular basis for course correction based on various indices's.

-
- Prioritize place making and creation of Urban Beacons through sustainable, sparkling and safe public places.
 - Raipur city hosts a multitude of industries and businesses in and around the larger Raipur region. Pollution from industrial dust and increasing vehicular density has been a major challenge for the city. The city envisages remedial measures for the pollution through technological means, Sustainable Infrastructure creation, Integrated multi-modal transportation network and citizen awareness. Mitigation through Green creation.
 - There are around 70 water bodies in the city and these are an inherent part of city's ecology. The city envisions rejuvenation of these ponds, lakes as breathing spaces in the dense urban morphology. One of the lakes (TeliBandha Talab) has already been rejuvenated and developed as a Urban Beacon. A network of such spaces would be created at strategic locations across the city.
 - Promote decentralized waste management mechanism and W2E technologies.
 - Enhance the use of renewable energy sources and decentralized energy generation.
 - Boost sports by better management of sporting infrastructure and actively promoting Raipur as a regional; sporting destination.
 - Increase walkable and NMT infrastructure across city.
 - Convert public transport to less polluting mode of propulsion for e.g. Gas or Electric.
 - Ensure ODF society with adequate provisioning of toilets both private and public through out the city.
 - Scientific solid waste management with door to door collection, segregation and recycling throughout the city.
 - Enhance existing Sports infrastructure and improve their integration with city life.

6.1.3 As part of its smartcity proposal, Raipur has proposed to implement several Smart Solutions projects through in MRCOS (More Raipur City Operations and Control System). The Smart Solutions Projects will include all modules defined in SCP of '*More Raipur*'.

| | |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.2 | Objective of the Assignment |
| 6.2.1. | The objective of the assignment is to provide direct assistance to the Client to design, develop, supervise and monitor the implementation of the Smart Solutions Projects in Raipur, City of Chhattisgarh as per the Smart City Proposal and the Smart City Mission Guidelines. |
| 6.2.2. | The Smart City Mission in Raipur is expected to bring about a lasting change in the city administration framework as well as quality of life of the citizens. |
| 6.3 | General Scope of Services |
| | The Consultant shall support the Client in overall programme management of the Smart Solutions Projects including designing and assisting in implementing identified Smart Solution Projects under the Smart City Proposal of Raipur. |
| | <ul style="list-style-type: none"> • Designing and developing the Smart Solutions Projects <p>Under this assignment, the Consultant is required to review the Smart Solutions Projects identified by the Client and assist in their design and development by carrying out activities such as preparation of As-Is/situation analysis reports, To-Be and requirement specification reports, feasibility studies including assessing the financial implications and viability of the various Modules and preparing detailed project reports (DPRs). The Consultant will prepare relevant Modules to integrate with City Wi-Fi project undertaken under other state level schemes.</p> <ul style="list-style-type: none"> • Intelligent City Operations and Management Centre <p>The Consultant will assist the Client in setting up a state-of-the- art More Raipur City Operations and Control</p> |

System (MRCOS), through which the Smart Solutions Projects are proposed to be implemented. This centre will provide a digital platform for integrating multiple city sub-systems of traffic management, parking, bus/para-transit operations, common payment card (More Card), emergency response and city incident management along with seamless integration of Raipur City utility operations requirements.

- Selection of System Integrator(SI)/Managed Service Provider (MSP)

The Consultant will prepare the bid documents including the Service Level Agreement (SLA) to be executed by the SI/MSP and conduct the bid process, for selection of the SI/MSP, including assisting the Client in bid evaluation and for appointment of the SI/MSP. The SI/MSP will be responsible for implementation of the Smart Solutions Projects. The bid documents prepared by the Consultant for selection of the SI/MSP to implement the Smart City Projects, will follow International Competitive Bidding (ICB) method.

- Project Implementation Support

The Consultant will supervise, monitor and liaise with the Client and the SI/MSP for the implementation of the Smart Solutions Projects, including engaging the Standardization Testing and Quality Certification Directorate (STQC) or other audit agencies for audits, preparation and submission of Go-Live reports and monitoring the operations and progress of the Smart Solutions Projects.

- Post Implementation Support

The Consultant will provide handholding support in relation to the Smart Solutions Projects, conduct trainings for the stakeholders, undertake periodic evaluation of the Smart Solutions Projects and assist in preparation of Standard Operating Procedures (SOPs).

- The Consultant shall also assist the Client in supervision & monitoring of the work of the agencies implementing the Smart Solutions Projects .

The Client may require the Consultant to provide additional

| | |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>services, beyond the scope of Services set out in the Terms of Reference, which will be provided by the Consultant at mutually agreed terms and conditions. In case of any such updates/additions in the Terms of Reference which require a different skill set or expertise (other than those mentioned in this RFP), the Client may ask the Consultant to arrange for necessary experts/resources which shall be considered under the Resource Pool and the same shall be appointed after prior approval from the Client.</p> <p>For each Module, the Consultant will be required to perform the following activities and meet the following deliverables based on the timelines set out in section 6.4 below.</p> |
| 6.4 | Detailed Scope of Services for Smart Solutions Projects |
| A. | As-Is (Situation Analysis) |
| | <ol style="list-style-type: none"> I. Review existing available documents like government orders, rules/guidelines, & infrastructure (already implemented and being implemented) like state government (inter & Intra departmental) and city online portals and mobile applications for citizen services and utilities on the proposed smart solutions and integrate them into modules. Also review existing or proposed infrastructure like City Wi-Fi, City Bus Intelligent Transport System etc. and other related infrastructure as defined in SCP. II. Prepare the As-Is of each solution module. III. Identify key stakeholders from State/ city / official / elected representatives/ concerned NGOs, eminent citizens, representative from premium institutes of the city/ state, representatives of business organization in consultation with the Commissioner/ CEO etc. for consultation. IV. Evaluation of existing broadband and other infrastructure in the city including both government and private sectors to identify existing connectivity gaps (fiber availability, network hubs, redundancy etc.). V. Identify & prepare the interfaces of integration between the modules under As-Is. VI. Submit a simple and clear architecture of whole As-Is system for all Modules in integrated manner. |

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| B | Preparation and Submission of Business Re-engineering Report (BPR) and Final function requirement specifications (FRS) |
| | <ul style="list-style-type: none"> I. Design the entire business process as per the learnings from the As-is study. II. Prepare the Business process re-engineering report. III. List out the functional requirement specifications as per BPR and get it approved by the Client to go for the feasibility study. |
| C | Feasibility Study |
| a. | To-Be & Requirement Specifications |
| | <ul style="list-style-type: none"> I. Prepare the separate To-Be of smart city solutions. II. Identify & prepare the interface of integration between the Smart Solutions Projects under To-Be. III. Submit a simple & clear architecture of whole To-Be system for all Modules in an integrated manner. IV. Prepare networking and connectivity requirements V. Identify & prepare data digitisation requirements VI. Prepare implementation and governance model for the identified initiatives. Governance issues should examine ownership of assets, data, processes and outcomes VII. Identify the leading practices and benchmarks across each of the domains and technology solutions VIII. Identify implementation model for each of the technology solutions. IX. Identify services which will be integrated and delivered through the proposed technology solution X. Identify & prepare training requirements XI. Study various technologies and suggest the most viable techno-economic solution. XII. Prioritize the activities of the projects/components and prepare a tentative implementation plan. XIII. Identify risks and suggest mitigations plans. |
| b. | Financial Implications and Viability |
| | <ul style="list-style-type: none"> I. Identify financial implications involved in the project based on the techno-economic estimated cost. II. Identify the possibility and feasibility of private/public participation in the implementation of the Smart Solutions Projects. III. The financial viability of the Smart Solutions Projects |

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| | <p>based on different financial models and recommend suitable model for each Module indicating the rationale.</p> <p>IV. Assist the Client in consultation for each Smart Solutions Project or group of Smart Solutions Projects as applicable, with stakeholders to discuss the project wise scope identified and future use of the suggested solution architecture.</p> |
| D | Detailed Project Report (DPR) |
| a | Prepare a DPR including but not limited to the following: |
| | <ul style="list-style-type: none"> i. Module components/phases. ii. Identify systems / solution platform along-with detailed system architecture. Define integration requirements and data standards to be used. iii. Analyze the future projections and demand assessment. iv. Prepare conceptual plan for implementation & integration of different components into the system. v. Prepare detailed plan with system requirements and configurations vi. Prepare detailed design of the various solution components vii. Solution architecture, technical requirements, application architecture, technology & deployment architecture, network & server architecture, security architecture, integration with other initiatives, SLAs & monitoring tool. viii. Standardization requirements ix. Detailed bill of material for the complete integrated system x. Package the project components enumerate KPIs for each of the project components xi. Prepare exit management plan <p>The Client may choose to get the BPR Report/FRS/DPRs/other deliverables reviewed from relevant stakeholders or any third part agency as desired by the Client. The Consultant shall be obliged to incorporate relevant points and corrections on the basis of such consultations before going ahead in the project.</p> |
| E | Bid Process Management for selection of System Integrator (SI) / /Managed Service Provider (MSP) |
| | <p>The bid process management shall include;</p> <ul style="list-style-type: none"> i. Prepare the EoI/RFQ/RFP Documents ii. Coordinate/conduct and manage the bid process |

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| | <ul style="list-style-type: none"> iii. Conduct/assist in evaluation of technical and/or financial bids iv. The Client may get the bid document certified/accredited by independent agency such as Department of Electronics and Information Technology (DeitY), Ministry of Communications and Information Technology (GoI)/ Capacity Building for Urban Development (CBUD), (MoUD) or any other method /institution as per the decision of the Client and the Consultant will amend the bid documents in line with the comments received from the independent agency. v. The Client may get the bid document certified/accredited by independent agency such as (GoI) / Capacity Building for Urban Development (CBUD), (MoUD) or any other method /institution as per the decision of the Client and the Consultant will amend the bid documents in line with the comments received from the independent agency. <p>While conducting the bid process for selection of the SI/MSP, if it is determined that the rate quoted by a bidder is more than 30% of the rate determined by the Consultant in the DPR for the relevant Module, the Client will have a right to reject the bid.</p> |
| F | Project Implementation Support |
| | Once the SI/MSP is on-board, the Consultant will be required to actively engage in supervision and management of the implementation of the technology initiatives for the Smart Solutions Projects. The Consultants will also be responsible, for capacity building and change management of various project stakeholders. The change management refers to migration to the new system from time to time. |
| | The Consultant will regularly coordinate, monitor, escalate and report the activities of the SI/MSP to ensure successful and effective implementation of the Smart Solutions Projects. The project implementation support shall include The Consultant will regularly coordinate, monitor, escalate and report the activities of the SI/MSP to ensure successful and effective implementation of the Smart Solutions Projects. The project implementation support shall include |
| a. | Project Management Activities |
| | <ul style="list-style-type: none"> i. Develop the project plan ii. Coordinate workshops and discussion meetings between the Client, state IT department, state line departments, BMC/BDA, stakeholders, SI/MSP, MoUD (GoI) etc. iii. Co-ordinate submissions of DPRs by SI/MSP approvals of |

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| | <p>SI/MSP and approval of DPRs.</p> <ul style="list-style-type: none"> iv. Review the deliverables submitted by SI/MSP within a period of 2 week (or as agreed with the Client) from the receipt of that deliverable. v. Highlight deviations/issues in the deliverables of SI/MSP to relevant authority within the specified time limits and assist SI/MSP and the Client in resolution of issues. vi. Prepare capacity building plan and change management plan (Migration to new process and system) vii. Identify the legal changes required and assist in drafting and issuance of government orders for giving effect to the Business Process Re-engineering viii. Ensure that the technology standards, guidelines & frameworks are adhered to during implementation. ix. Review the FAT (Functional Acceptance Testing), load testing, performance scalability testing x. Suggest and co-ordinate capacity building needs and training programs. xi. Monitor and maintain issue tracker and keep on updating the status of all risks and issues from time to time. xii. Define the escalation mechanism for timely resolution of issues & risks. xiii. Co-ordinate for STQC or any other certification as suggested by the Client. xiv. Monitor performance under SLAs and suggest changes in SLAs, if required xv. Monitoring the performance of the SI/MSP against the base project plan which the Consultant should prepare. xvi. Monitoring the performance of the overall system in terms of availability & efficiency against the service levels already defined for SI/MSP xvii. Suggest corrective and preventive measures to the Client and SI/MSP to enhance the performance of the system xviii. Coordinate with all the stakeholders and support the Client while interacting with various agencies (internal and external) during the course of the project. xix. 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 |
| | <ul style="list-style-type: none"> i. Monitoring installation and commissioning of information and communication technology (ICT) infrastructure ii. Monitor the facility management services and help desk of |

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| | <p>the SI/MSP, to ensure system uptime</p> <p>iii. Provide fortnightly reports to the Client for the status of implementation till “go-live”.</p> |
| C | Engaging STQC for Audit/ other audit agency |
| | <p>i. The Consultant will be responsible to engage STQC/ other audit agency 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 smart city solutions.</p> <p>ii. The Consultant would be responsible for ensuring that the following activities and processes are undertaken in a manner which results in successful STQC certification. Specifically the STQC/ other audit agency shall look into:</p> |
| C1 | <p>Application Audit</p> <p>i. Functionality audit vis-a-vis the functional requirement specification (FRS) agreed upon during development phase</p> <p>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.</p> <p>iii. iii. Review of database structure which will include:</p> <p>iv. Classification of data in terms of sensitivity & levels of access</p> <p>v. Security measures over database installation, password policies and user roles and privileges</p> <p>vi. Access control on database objects – tables, views, triggers, synonyms, etc.</p> <p>vii. Database restoration and recoverability</p> <p>viii. Audit trails configuration and monitoring process</p> <p>ix. Network connections to database</p> |
| C2 | Review of Network and Website will include: |
| | <p>i. Penetration and vulnerability testing</p> <p>ii. Security exposures to internal and external stakeholders</p> <p>iii. Installation of requisite prevention systems like Intrusion Prevention Systems (IPS), etc.</p> |
| C3 | Review and Implementation of Security Policies and Controls will include: |
| | <p>i. Review of backup process, disaster management/ recovery including schedule, storage, archival and decommissioning</p> |

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| | <p>of media</p> <ul style="list-style-type: none"> ii. Physical access controls review (over DC 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 centre and disaster recovery centre as per the Bill of Materials specified for the SI/MSP. vii. Performance / SLA Audit - whether the actual level of performance of the services is the same as specified in the contract of SI/MSP. viii. Identify the key issues / bottlenecks in the system and suggest mitigation plans. ix. Overall compliance to Master Service Agreement and Service Level Agreement - The compliance of the implementation partner with any other obligation under the MSA and SLA. |
| C4 UAT and Go-Live Report | |
| | <ul style="list-style-type: none"> 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 shall include the following: <ul style="list-style-type: none"> •Hardware at various locations and data centre •Networking equipments and connectivity •Data digitisation and migration •Training to the departmental personnel •Handholding support •Integration with applications of other departments / agencies etc. |

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| | <ul style="list-style-type: none"> •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/MSP |
| C4 | Monitoring the O&M |
| | <ol style="list-style-type: none"> i. Preparation of the monitoring templates for project progress monitoring. ii. Support the Client for monitoring compliance of the contractual obligations of the SI/MSP. iii. Monitor the operations and maintenance of the overall system as per the standards and requirements defined for SI/MSP including but not limited to resolution of issues, availability of the system, updating hardware or system software etc. iv. Ensure that the SLAs and performance levels defined for SI/MSP are met as per agreement. The Consultant shall review the SLA performance, capacity and effectiveness of the helpdesk set up by the SI/MSP. |
| G | Post Implementation phase |
| | <ul style="list-style-type: none"> • Once the system(s) are implemented and after Go-live of the Smart Solutions Projects, the Consultant is expected to provide handholding support to the Client in terms of organizing the data gathered and analytics, supporting communications with the Client, in terms of compliance with the Smart City Proposal (SCP), monitoring KPIs and outcomes identified in the SCP, undertake periodic evaluation of Smart Solutions Project outcomes, preparing SOPs and training the stakeholders on it, suggest if the systems require any modifications and system enhancements, prepare a road map for moving to the next level / maturity etc. • Any changes or improvements to the smart solutions already implemented in previous phase will have to be coordinated by the Consultant with the SI/MSP. • Raipur expects the smart city initiatives to bring about a lasting change in the city administration framework as well as quality of life of the citizens. Therefore, post the Go-Live of the Smart Solutions Projects, the Consultant will be |

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| | responsible for the following activities: |
| | i. Regular analysis and improvement of implemented initiatives |
| | <ul style="list-style-type: none"> The Consultant will assist in the operations and sustainability of all the IT initiatives implemented under the Smart Cities Projects by the SI/MSP. This will include a regular study and analysis of the operations of these initiatives, study of SLA reports to confirm that SI/MSP adheres to the SLAs, assistance in contract administration of SI/MSPs, identification of improvement opportunities, etc. for each individual solution, the Consultant will be required to conduct regular demand forecasting and analysis, to ensure that the software / hardware / manpower sizing of each smart solution is adequate to seamlessly meet the future requirements. |
| | ii. Impact assessment and evaluation of the initiatives |
| | <ul style="list-style-type: none"> The Consultant will create framework for evaluation of success parameters of the initiatives implemented under the Smart Solutions Project. These should include all the applicable regulatory / compliance guidelines, leading practices, international smart city standards (e.g. ISO 37120), KPIs set out by Bhubaneswar SCP, etc. As a part of its proposal, the Consultant should provide a snapshot of such a framework to demonstrate their understanding of the objectives of the Smart Solutions Project. Consultant will be required to periodically conduct assessment of all initiatives and update their status against the assessment scorecard. Corrective actions should be recommended and tracked on a regular basis. |
| | iii. Data Analytics of various solutions |
| | <ul style="list-style-type: none"> Consultant will be required to utilize the analytics solutions deployed to provide insights and decision-support to the Client and related agencies. The Consultant shall establish initial methods and analysis methodologies, and later seek to institutionalize them as part of the functioning of the Client / concerned city agencies. The software applications for domain-specific challenges shall be implemented as part of the overall solution by the SI/MSP. The Consultant will initiate utilization of trend and predictive analysis capabilities in these solutions channelize insights into decision support and mainstream them. |

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| | <ul style="list-style-type: none"> Consultant is expected to enable the Client and key civic agencies in Raipur transform in the post- implementation phase to an analytics driven decision support organizations. |
| | iii. Smart city initiatives dashboard creation |
| | <ul style="list-style-type: none"> The consultant will be required to facilitate implementation by the SI/MSP of a city level dashboard, which will summarize actionable insights from the multiple solutions in a single window, appropriate to different levels of city officials. |
| v. | Institutionalization of ICT solutions into the city administration policies and frameworks |
| | <ul style="list-style-type: none"> One of the key requirements of this project includes institutionalization of the technology initiatives, so that the policies, processes and procedures of city administration in Raipur are revamped. Consultant shall continually undertake effective change management initiatives to mainstream the use of technology initiatives implemented under the Smart Solutions Project. |
| 6.4.1. | The Consultant shall provide support to the Client for the successful completion of the Smart Solutions Project and its handing over to Client/ any other agency as decided by the Client. |
| 6.4.2. | The Consultant shall be responsible for reviewing the work of System Integrator(SI)/Managed Service Provider (MSP) and approve payments to be made to the SI/MSP by the Client. |
| 6.4.3 | Progress report |
| | The Consultant shall submit monthly & quarterly status & progress reports throughout the duration of the Contract in the format acceptable to the Client. |
| 6.4.4 | The Consultant shall submit the DPRs and feasibility reports in 3 hard bound copies and 1 soft editable and pdf format or as per the requirement of the Client. Updates/Additions in TOR: In case of any such updates/additions in the TOR which require a different skill set or |

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| | expertise (other than those mentioned in this RFP), the Client may ask the Consultant to arrange for necessary experts/resources. The cost of the same shall be borne by the Client on mutually agreed terms. | | | | |
| 6.5 | Team Composition & Qualification Requirements | | | | |
| 6.5.1. | The Personnel required for the Services are categorized as Programme Support Team and Expert Pool .The Programme Support Team shall provide man months’ time at the project office (PO) at Raipur. The Expert pool team shall be required to be present at the PO on the basis of the needs of the assignment. An indicative list of man- months for the Expert Pool, including time to be spent in the PO, is set out in paragraph 6.5.3 below. | | | | |
| 6.5.2. | Based on the scope of work, the Consultant shall assess the actual requirement of the Personnel for performing the Services for different Modules under the Smart Solutions Projects during the course of the assignment. The Consultant may deploy 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. Further, the Consultant may engage Additional Resources from the Resource Pool with the prior approval of the Client which Additional Resources will be specialized professionals to be appointed for specific scope of the Services. The remuneration of the Resource Pool is capped at the amount set out in Form FIN-2. | | | | |
| 6.5.3. | The CVs of the team shall be evaluated as indicated below: | | | | |
| | | Position | Man Mont h’s | Minimum Qualification | Minimum Experience |
| | | Programme Support Team (To be deployed full Time at the Project office for all the Team members but only the CV of the Deputy Team Leader will be evaluated during technical evaluation) | | | |
| | 1 | Support- Deputy Team Leader cum programm e managem ent expert | 48 | i)Bachelor in Engineering with MBA. ii)Non mandatory criteria but will attract extra marks (as detailed in Tech | <ul style="list-style-type: none"> Should have minimum 10 years’ experience in consulting /implementation of ICT projects Should have minimum 5 |

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| | (To be Employee of the Company) | | Proposal Section) Certificate course in PMP/Prince2. | years out of 10 years experience in project management activities . |
| 2 | Support-Data analytics | 48 | Bachelor Degree in Information Technology/ Electronics Engineering or equivalent | <ul style="list-style-type: none"> • Should have minimum 05 (five) years experience in similar field • Should have experience in development of city level dashboards, business intelligence and data warehousing and data management. |
| 3 | Support-Smart Solutions | 48 | Bachelor Degree in Engineering | <ul style="list-style-type: none"> • Should have minimum 05 (five) years experience in designing/managing smart solutions and applications based on captive/cloud/hybrid model, IoT/Sensor based network, real-time information systems projects. |
| 4 | Support-City | 48 | Bachelor Degree in | Should have minimum 05 (five) years experience in |

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| | operation | | Engineering | designing developing and implementation of Integrated control centre. |
| 5 | Support-Traffic Signalling and parking | 48 | Bachelor Degree in Engineering | Should have minimum 05 (five) years experience in designing developing and implementation of traffic control system, signal system planning and phasing. |
| Expert Pool (CVs to be provided for all the experts and shall be evaluated during technical evaluation) | | | | |
| 1 | Team Leader cum City Operation Center Expert (To be the Employee of the Company) | 16 (PO) 04 (HO) | Bachelor's Degree in Information Technology/ Computer science/ Electronics with Master Degree in Management or equivalent | <ul style="list-style-type: none"> • Should have minimum 15 years' experience in consulting /implementation of ICT projects • Should have Consulting/ implementation experience of implementing at-least two city level \operation centre and other components of smart cities. |
| 2 | Sr. Business Analyst/ BPR | 08 (PO) 04 (HO) | Degree in BE/B- Tech. with MBA or equivalent | <ul style="list-style-type: none"> • 15 years' relevant experience • Worked in similar capacity |

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| | | Specialist | | | <p>for at least 7 years.</p> <ul style="list-style-type: none"> • Should have worked on at least 1 (one) urban project in government sector in similar capacity. |
| 3 | IoT Expert | 08 (PO) 04 (HO) | BE/B-Tech in Information Technology/ Electronics & Communication Engineering / Computer science or equivalent | <ul style="list-style-type: none"> • 15 Years experience in IT field • Minimum 3 years experience in implementing IoT/Machine to Machine (M2M) solutions and knowledge of the IoT/M2M market and ecosystems • Minimum 3 years experience in a client facing role demonstrating presentation skills and the ability to communicate with client management and executives • 3 years experience in applying analysis skills and the ability | |

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| | | | | to develop processes |
| 4 | ICT Expert | 08 (PO) 04 (HO) | Masters in Computer Application/ B-Tech in Computer Science/ IT/ Electrical/ Electronics or equivalent | <ul style="list-style-type: none"> • 08 years in implementing ICT projects in Urban area. • Should have at least one project of consulting/ implementing of city wide ICT wireless and wired networks |
| 5 | IT Systems Architect | 08 (PO) 04 (HO) | Degree in Information Technology/ Electronics engineering or equivalent | <ul style="list-style-type: none"> • 15 years experience in similar field • Lead the technology systems design, SI/MSP scope and SLAs framework, and integration of different modules |
| 6 | Information Security Systems Expert | 08 (PO) 04 (HO) | <p>i) B Tech /M Tech in IT or equivalent</p> <p>ii) Non mandatory criteria but will attract extra marks (as detailed in Tech Proposal Section) - Certification in</p> | <ul style="list-style-type: none"> • 15 years experience in similar field. |

| | | | CISSP/CSSP | |
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| 7 | Traffic Signalling and parking specialist | 08 (PO) 04 (HO) | Degree in Engineering/planning or equivalent | <ul style="list-style-type: none"> • Should have minimum 10 (ten) years experience in designing developing and implementation of traffic control system, signal system planning and phasing |
| 8 | Urban transport planner | 08 (PO) 04 (HO) | Master's Degree in Transportation Planning/ Transportation Engineering/ Highway Engineering/ Highway Planning/ Bachelors' degree in Civil Engineering or equivalent | <ul style="list-style-type: none"> • 10 years of experience in the area of Urban Transport Planning • Experience in city Mobility Plan preparation, Transit Oriented Development (TOD) |
| 9 | Common payment card module expert | 04 (PO) 02 (HO) | Masters in Computer Application/ B-Tech in Computer Science/IT or equivalent | <ul style="list-style-type: none"> • Minimum of 08 years of experience • Should have experience of consulting /implementing at least 2 interoperable payment |

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| | | | | | mechanism. |
| 10 | Procurement specialist | 08 (PO) 04 (HO) | Degree in Engineering/ Management/ law / Business Administration or Equivalent or equivalent | <ul style="list-style-type: none"> • 15 years experience in the area of public procurement • Experience in contract procurement /management in ICT projects. • Knowledge of purchase Manual and guidelines. | |
| 11 | Urban Utility specialist | 08 (PO) 04 (HO) | Degree in Engineering/ equivalent | <ul style="list-style-type: none"> • 8year of experience in planning & designing & developing core urban utilities such as water, waste water, solid waste management ,power distribution system | |
| 12 | Project Finance specialist | 08 (PO) 04 (HO) | Masters in finance or equivalent | <ul style="list-style-type: none"> • 8year of experience in project feasibility analysis, developing innovative revenue models,commercial structuring of urban infra | |

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| | | | | projects. |
| | | | | <ul style="list-style-type: none"> •Resource Pool (CVs shall not be provided along with the Proposal but will be approved by the Client along with man months and financial implications before deployment for any specific scope of work/services). |
| | 1 | Traffic Management and parking expert/SCADA expert/Pollution Management expert/Instrumentation expert/Legal expert/ GIS expert/Municipal Domain Expert/Intelligent Transport Management System/Surveillance Expert/Content Management Specialist/Knowledge Management Specialist/ Finance Specialist/solution architect/ Networking & IT Infrastructure Specialist/ Video Analyst/ Disaster Management Expert or any other expert as intimated by the Client to deploy on the Project. | | |
| | 2 | Office Support Staff such as Office Manager, Office Helper etc. | | |
| | | | | • |
| | <p>Note: 1. The Consultant may deploy additional staff as per requirement. But no additional payment shall be made. It is assumed that the Consultant has taken into consideration any such payment in the Financial Proposal.</p> | | | |
| 6.6 | Reporting Requirements and Time Schedule and Deliverables | | | |
| | The activity wise reporting requirements and deliverables for smart solutions shall be as follows: | | | |
| 6.6.1 | Activity 1: Mobilization and establishment of Project office, and submission and acceptance of Inception Report by the Client | | | |
| | The Consultant shall mobilize the Personnel, set up the project office, and submission of the Inception Report to the Client. | | | |
| 6.6.2 | Activity 2: AS-Is (Situation analysis) report | | | |
| | Prepare and submit As-Is report module wise in the format acceptable to the Client. | | | |
| 6.6.3 | Activity 3: Preparation and Submission of Business Re-engineering Report (BPR) and Final function requirement specifications (FRS) and its acceptance& approval by the Client | | | |
| 6.6.4 | Activity 4: Feasibility Report | | | |
| | Prepare and submit Feasibility Study report module wise in the format acceptable to the Client. | | | |
| 6.6.5. | Activity 5: Preliminary/Detailed Project Report(PDR/DPR) | | | |
| | <ul style="list-style-type: none"> •Once the Feasibility Report is approved, prepare detailed project | | | |

| | <p>reports as per the scope of services and submit to the Client for appraisal and approval.</p> <ul style="list-style-type: none"> •The documents prepared for the Project must conform to the requirements of the guidelines and procedures of the government. | | | | | | |
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| 6.6.6 | Activity 6: Bid Process Management | | | | | | |
| | After Approval of the DPR and based on discussions, the Consultant shall prepare bid documents for selection of the SI/MSP. | | | | | | |
| 6.6.7 | Activity 7: Project Implementation support | | | | | | |
| | The Consultant shall provide the project implementation support as per the scope of works and any other instructions issued by the Client. The project implementation support means monitoring of the implementation by SI/MSP as per Master Service Agreement. | | | | | | |
| 6.6.8. | Activity 8: Post Implementation Support | | | | | | |
| | The Consultant shall provide post implementation support as per the scope of work and the instructions (verbal or written) given by the Client. The post implementation support means monitoring of operation and maintenance of the Smart Solutions Project by the System Integrator(SI) /Managed Service Provider (MSP) as per Service Level Agreement. | | | | | | |
| 6.6.9 | Activity 9: Transfer of Services | | | | | | |
| | At the end of the post implementation support period and completion of all contractual obligations, the Consultant has to hand over the supervision and oversight of the Smart Solutions Project to the Client or any agency appointed by the Client. The Consultant shall provide all handholding support during the transition phase. The contractual provisions will be deemed complete only after the satisfactory completion certificate issued by the Client. | | | | | | |
| 6.6.10 | Time Schedule and activity wise Deliverable | | | | | | |
| | (i) The Activity wise time schedule shall be as follows : | | | | | | |
| | <table border="1"> <thead> <tr> <th>S No.</th> <th>Activity wise Deliverable</th> <th>Time period</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td>(T0 date of signing of Contract) and T1 is the date of appointment of implementing agency or agencies</td> </tr> </tbody> </table> | S No. | Activity wise Deliverable | Time period | | | (T0 date of signing of Contract) and T1 is the date of appointment of implementing agency or agencies |
| S No. | Activity wise Deliverable | Time period | | | | | |
| | | (T0 date of signing of Contract) and T1 is the date of appointment of implementing agency or agencies | | | | | |

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| | 1 | Activity 1: Mobilization and establishment of the project office, submission and acceptance of Inception Report by the Client | T0 + 15 days |
| | 2 | Activity 2: Preparation and Submission of As-Is (Situation Analysis) Report for Modules and its acceptance& approval by the Client | T0 + 45 days |
| | 3 | Activity 3: Preparation and Submission of Business Re-engineering Report (BPR) and Final function requirement specifications (FRS) and its acceptance& approval by the Client | T0+ 90 days |
| | 4 | Activity 4: Preparation and submission of Feasibility study report and its acceptance& approval by the Client | T0 + 120 days |
| | 5 | Activity 5: Preparation and submission of DPR and its acceptance& approval by the Client | T0 + 150 days |
| | 6 | Activity 6: Preparation and submission of Bid documents and its acceptance& approval by the Client | T0 + 180 days |
| | | Note: The time period may be extended for another up to 6 months as per the requirement of the module(s) by the Client for completion of the assignment up to the activity of Bid process management. | |
| | 7 | Activity 7 Project Implementation Support 1. a) Submission & acceptance of User Acceptance Test (UAT) Reports 2. b) Submission of Standardization Testing and Quality Certification | From the date of selection of the implementation Agency T1 to acceptance of the Go-Live Report |

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| | (STQC) Certificate(s) 3. c) Submission & acceptance of “Go-Live” Report | |
| 8 | Activity 8: Post Implementation Support | From acceptance of the Go-Live Report to T0+4 year |
| 9 | Activity 9: Transfer of Services At the end of the post implementation support period and completion of all contractual obligations, the Consultant has to hand over the supervision and oversight of the Smart Solutions Project to the Client or any agency appointed by the Client. The Consultant shall provide all handholding support during the transition phase. The contractual provisions will be deemed complete only after the satisfactory completion certificate issued by the Client. | T0+4 year |
| | <p>Note: There will a set of fast track modules, which will be decided by mutual discussion and agreement of the client and the consultant. The consultant will be required to prepare, submit and get approval of the bid documents for these set of fast track modules within a period of 3 months from the date of signing of the contract.</p> <p>(ii) In addition to above, the Consultant will submit monthly progress reports at the end of each month during the course of assignment mentioning status/ progress of work, activities performed, and issues resolved/to be resolved related to assignments during the month.</p> | |
| 6.7 | Client’s Input and Counterpart Services and Facilities | |
| | 1. a) Services, facilities and property to be made available to the Consultant by the Client: Adequate office space shall be provided to the | |

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| | | <p>Consultant by the Client with installation of fans/air conditions. The electricity charges shall be paid by the Client.</p> <p>2. (b) Professional and support counterpart personnel to be assigned by the Client to the Consultant's team: As per requirement and at the request of the Consultant</p> <p>3. (c) The Consulting firm will be responsible to:</p> <ul style="list-style-type: none">• Arrange for fully equipped office and office operation related facilities for project development team.• Arrange for data collection, survey and investigation, preliminary design, report preparation of reports for projects modules• Arrange for communication related to contract, data processing, computers, printing equipment and necessary stationeries.• Arrange for all transportation and travelling including local travel required for the assignments to perform the consultancy services/job.• The equipments/ furniture purchased from the funds provided by the Client shall be the property of the Client and on completion of the project the Consultant shall return all those equipments/furniture in workable condition. |
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Section 7. Standard Form of Contract

Attached Saperately

SECTION - 7

STANDARD FORM OF CONTRACT

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

**Name of Assignment:
Selection of Programme Management Consultant (PgMC) for Smart Solutions Projects for Raipur Smart City Limited**

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

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

Contract No. _____

between

Raipur Smart City Limited

and

[Name of the Consultant]

Dated: 01-10-2016

I. Form of Contract

TIME-BASED PERFORMANCE LINKED

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

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

WHEREAS

- (a) The city of Raipur has been selected to be developed into a smart city under the first phase of the Smart Cities Mission launched by the Ministry of Urban Development, GoI. The Client is the special purpose vehicle incorporated to implement the Smart Cities Mission in Raipur in accordance with the Smart City Proposals. The Smart City Proposals include the application of certain smart solutions, which involve the use of technology, information and data to improve infrastructure and services within the city of Raipur (the “**Smart Solutions Project**”).
- (b) The Client has, by way of its request for proposal for Selection of Programme Management Consultant for Smart Solutions Projects for Raipur Smart City issued on *[date]* (hereinafter called the “**RFP**”), invited proposals for providing certain consultancy services for the Smart Solutions Projects as defined in this Contract (hereinafter called the “**Services**”).
- (c) The Consultant submitted its proposal dated *[insert date]* in response to the RFP for award of the Contract (the “**Proposal**”), whereby the Consultant represented to the Client that it has the required professional skills, expertise and technical resources and is willing to provide the Services on the terms and conditions set forth in this Contract.
- (d) The Client has, by way of a letter of award dated *[insert date]* (the “**LOA**”), accepted the offer of the Consultant to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties hereto hereby agree as follows:

1. The following documents shall constitute the Contract:
 - (i) The Special Conditions of Contract;
 - (ii) The General Conditions of Contract (including Attachment 1 “Corrupt and Fraudulent Practices);
 - (iii) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Remuneration Cost Estimates
 - Appendix D: Reimbursable Cost Estimates
 - Appendix E: Form of Performance Security
 - Appendix F: Services Schedule
 - Appendix G: Smart City Proposals
 - (iv) RFP;
 - (v) LOA; and
 - (vi) The Proposal.

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

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

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

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

For and on behalf of *Raipur Smart City Limited*

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

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

[Authorized Representative of the Consultant – name and signature]

II. General Conditions of Contract

A. GENERAL PROVISIONS

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| 1. Definitions | <p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">(a) “Activity” means an activity or action specified in the Terms of Reference, which is to be performed by the Consultant as a part of the scope of Services.(b) “Additional Resource” means any professional and support staff, in addition to the Key Experts and the Programme Support Staff, who may be engaged by the Consultant to provide the Services.(c) “Applicable Law” means all laws in force and effect in India, as on the date of the Contract, or which may be promulgated or brought into force and effect after the date of the Contract, including all regulations, rules and notifications made thereunder and all judgments, decrees, injunctions, writs, orders, directives and notifications issued by any court or Authority, as may be in force and effect during the subsistence of the Contract and applicable to either Party, their obligations or this Contract, from time to time.(d) “Affiliates” means, in relation to the Consultant, a Person who Controls or is Controlled by such Consultant, or a Person who is under the common Control of the same Person who Controls such Consultant.(e) “Authority” means the GoI, GoCG or any local authority or any department, instrumentality or agency thereof or any statutory body or corporation (to the extent acting in a legislative, judicial or administrative capacity and not as a contracting party with the Client or the Consultant) or commission under the direct or indirect control of the central, state or local government or any political sub-division thereof or any court, tribunal or judicial body within India.(f) “Breakage Costs” means the amount payable by the Client to the Consultant that is attributable to the losses, costs, claims and expenses that have been or will reasonably and properly be incurred by the Consultant in respect of: (i) any contracts placed that cannot be terminated, without such losses, costs, claims and expenses being incurred; and (ii) any expenditure incurred in anticipation of the performance of the Services, provided however that the Consultant has used its reasonable endeavors to mitigate the losses, costs, claims and expenses incurred, as a result of the termination of the Contract due to a Client default |
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(as set out in Clause 18.1.5), to the extent that such losses, costs, claims and expenses are or may be incurred in connection with the performance of the Services.

For the avoidance of doubt, the Breakage Costs shall mean any losses, costs, claims and expenses incurred or to be incurred in respect of: (i) any contracts placed that cannot be terminated, without such losses, costs, claims and expenses being incurred; and (ii) any expenditure incurred in anticipation of the performance of the Services, provided however that the Consultant has used its reasonable endeavors to mitigate the losses, costs, claims and expenses incurred.

- (g) “CEO” means the Chief Executive Officer of the Client.
- (h) “Clause” means a clause of the GCC, as may be supplemented by the SCC.
- (i) “Client” shall have the meaning ascribed to it in the preamble of the Contract.
- (j) “Client Event of Default” has the meaning ascribed to it in Clause 18.1.5.
- (k) “Client Indemnified Party” has the meaning ascribed to it in Clause 19.1.
- (l) “Communication” has the meaning ascribed to it in Clause 6.1.
- (m) “Completion Certificate” means the certificate issued or deemed to be issued by the Client to the Consultant to certify satisfactory completion of the Services and handover of the monitoring, supervision and control over the implementation of the Smart Solutions Project to the Client or any other agency nominated by it, in accordance with Clause 41.7.
- (n) “Conflict of Interest” shall have the meaning ascribed to it in Clause 21 read with clause 3 of section 1 of the RFP.
- (o) “Consultant” shall have the meaning ascribed to it in the preamble of the Contract.
- (p) “Consultant Event of Default” has the meaning ascribed to it in Clause 18.1.1.
- (q) “Consultant Indemnified Party” has the meaning ascribed to it in Clause 19.2.
- (r) “Contract” shall have the meaning ascribed to it in clause 1 of the Form of Contract.
- (s) “Control” in relation to a Person, means: (i) the ownership, directly or indirectly, of more than 50% of the voting shares of such Person; or (ii) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise. The term “Controls” and

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| | <p>“Controlled” shall be construed accordingly.</p> <p>(t) “Day” means a working day unless indicated otherwise.</p> <p>(u) “Delay Event” has the meaning given to it in Clause 29.3.</p> <p>(v) “Deliverable” means a work product (including reports, software, know-how, design, drawings, diagrams, maps, models, specifications, analysis, solutions, data base, programmes, technical information, data and other documents) to be prepared and submitted by the Consultant as a part of the Services, in accordance with the terms of this Contract and the term “Deliverables” shall be construed accordingly. The list of Deliverables to be provided by the Consultant is set out in the Terms of Reference.</p> <p>(w) “Deliverable Acceptance Certificate” means a certificate issued by the Consultant to the Client upon the Client’s approval of the relevant Deliverable, which may be endorsed by the Client in accordance with Clause 41.4.</p> <p>(x) “Deliverable Due Date” means, with respect to a particular Deliverable, the date by which such Deliverable (in a final and approved form) is required to be submitted by the Consultant to the Client for all the Modules, as specified in the Services Schedule.</p> <p>(y) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause 10.</p> <p>(z) “Expert Pool” means the team of Key Experts engaged by the Consultant, to perform the Services, which at a minimum must include such number of Key Experts, as specified in Appendix B and Form TECH-4 of the RFP. It is clarified that the Expert Pool will not include any Programme Support Staff.</p> <p>(aa) “Force Majeure” shall have the meaning ascribed to it in Clause 16.</p> <p>(bb) “GCC” means these General Conditions of Contract.</p> <p>(cc) “GoCG” means the Government of Chhattisgarh</p> <p>(dd) “GoI” means the Government of India.</p> <p>(ee) “Good Industry Practices” means the exercise of that degree of skill, diligence and prudence, and those practices, methods, specifications and standards of safety and performance, as may change from time to time and which would reasonably and ordinarily be expected to be used and exercised by a skilled and experienced consultant engaged in the performance of services of the type, size and nature similar to the Services.</p> <p>(ff) “Indemnified Party” has the meaning ascribed to it in Clause</p> |
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| | <p>19.3.</p> <p>(gg) “Indemnifying Party” has the meaning ascribed to it in Clause 19.3.</p> <p>(hh) “Intellectual Property Rights” means, in respect of the Services, any copyright, trademarks, technology, know-how, industrial processes, proprietary information, licenses, patents, permissions from or agreements with licensors of any processes, methods and systems incorporated or to be incorporated in the performance of the Services, registered designs, franchises, trade secrets, data bases, source codes, brand names, service marks, trade names, and any other intellectual and industrial property rights, whether registrable or not, subsisting or recognized under the Applicable Law or laws of any other jurisdiction, including all applications, renewals, extensions and revivals thereof.</p> <p>(ii) “Key Expert” means an individual engaged by the Consultant, as a part of the Expert Pool, to provide the Services or any part thereof, who has the minimum qualification and experience as specified in paragraph 6.5.3 of the Terms of Reference in the RFP for the position that such individual holds in the Expert Pool and whose curriculum vitae (CV) was evaluated as a part of the Consultant's Technical Proposal and approved by the Client at the time of finalization of the Contract.</p> <p>(jj) “LOA” has the meaning ascribed to it in recital (d) of the Contract.</p> <p>(kk) “Local Currency” means the official currency of India (i.e., Indian Rupees).</p> <p>(ll) “Module” means a component of the Smart Solutions Project in relation to which the Consultant is required to provide the Services, as described in greater detail in the Terms of Reference.</p> <p>(mm) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.</p> <p>(nn) “Payment Schedule” means the schedule for payment of the Price to the Consultant, as set out in the SCC.</p> <p>(oo) “Performance Security” means a duly executed, irrevocable and unconditional bank guarantee to be procured and maintained by the Consultant in accordance with Clause 51 read with the SCC, to secure the due and proper performance of the Contract.</p> <p>(pp) “Person” means any individual, company, corporation, firm, partnership, trust, sole proprietor, limited liability partnership, co-operative society, government company or any other legal entity.</p> <p>(qq) “Personnel” means, collectively, the Expert Pool, Program</p> |
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| | <p>Support Team, and any other personnel of the Consultant engaged by the Consultant to perform the Services or any part thereof under the Contract.</p> <p>(rr) “Programme Support Team” means the team of Programme Support Staff engaged by the Consultant to perform the Services, which at a minimum must include such number of Programme Support Staff, as specified in Form TECH-4 of the RFP. It is clarified that the Programme Support Team will not include any Key Experts.</p> <p>(ss) “Programme Support Staff” means an individual engaged by the Consultant, as a part of the Programme Support Team, to provide the Services or any part thereof, who has the minimum qualification and experience as specified in paragraph 6.5.3 of the Terms of Reference of the RFP for the function that such individual is required to perform as a part of the Programme Support Team.</p> <p>(tt) “Project Office” means the office space provided by the Client to the Consultant within the Client’s office in the city of Raipur, for the Consultant to set up its project office for the Personnel and Additional Resources, if any, who are or will be engaged to provide the Services.</p> <p>(uu) “Proposal” has the meaning ascribed to it in recital (c) of the Contract.</p> <p>(vv) “Reimbursable Expenses” means the expenses incurred by the Consultant under the various heads of expenditure listed in Appendix D, which will be reimbursed by the Client up to the maximum amount specified for each head.</p> <p>(ww) “Remuneration” means the aggregate remuneration payable for the Expert Pool and the Programme Support Team, based on the agreed man month rates for the Key Experts and the Programme Support Staff, as set out in Appendix C.</p> <p>(xx) “Reports” has the meaning ascribed to it in Clause 26.</p> <p>(yy) “RFP” has the meaning ascribed to it in recital (b) of the Contract.</p> <p>(zz) “Smart City Proposals” means the stage 1 and stage 2 proposals submitted by GoCG to the Ministry of Urban Development, GoI for the selection of Raipur as a smart city under the first phase of the Smart Cities Mission launched by the Ministry of Urban Department, which are appended to the Contract at Appendix G.</p> <p>(aaa) “SCC” means the special conditions of contract with specific details and information to supplement (and not override) the</p> |
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| | <p>GCC.</p> <p>(bbb) “Section” means a section of the Contract.</p> <p>(ccc) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.</p> <p>(ddd) “Services Schedule” means the schedule showing the sequence, method and timing of execution of the Services and related activities and the Deliverable Due Dates, as set out in Appendix F.</p> <p>(eee) “Taxes” means all taxes, duties, imposts, levies and charges pursuant to any law (whether currently in force or coming into force on or after the Effective Date), including income tax, service tax, value added tax, central sales tax, customs duty excise duty, fees, cess, octroy, entry tax, and any interest, surcharge, penalty or fine in connection therewith.</p> <p>(fff) “Third Party” means any person or entity other than the Client and the Consultant.</p> <p>(ggg) “Technical Proposal” means the technical proposal forming part of the Proposal submitted by the Consultant in response to the RFP.</p> <p>(hhh) “Terms of Reference” means the terms of reference set out in Appendix A that explain the objectives and scope of the Services, activities, tasks to be performed, respective roles and responsibilities of the Client and Consultant, and expected results and deliverables of the Smart Solutions Project.</p> <p>(iii) “Total Value of Contract” means, collectively, the Remuneration, the maximum Reimbursable Expenses specified in Appendix D and any Taxes payable in connection with the performance of the Services.</p> <p>(jjj) “Variation” has the meaning ascribed to it in Clause 14.2.</p> <p>(kkk) “Variation Order” has the meaning to it in Clause 14.3.</p> |
| <p>2. Relationship between the Parties</p> | <p>2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.</p> |
| <p>3. Governing Law</p> | <p>3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.</p> |

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| <p>4. Language</p> | <p>4.1. This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.</p> |
| <p>5. Headings</p> | <p>5.1. The headings are for convenience of reference only and shall not limit, alter or affect the meaning of this Contract.</p> |
| <p>6. Communications</p> | <p>6.1. Any communication, approval, notice, report, consent, certificate or request required or permitted to be given or made pursuant to this Contract (“Communication”) shall be in writing in the language specified in the SCC. Unless otherwise specified in the Contract, any such Communication shall be sent by electronic mail or facsimile transmission, with a confirmation copy by courier or registered post to the address specified in the SCC. Any Communication sent by electronic mail or facsimile shall be deemed to have been received on the date of transmission and any notice served by courier or registered post shall be deemed to be received when actually delivered to the address specified in the SCC.</p> <p>6.2. A Party may change its address for Communication hereunder by giving the other Party notice of such change to the address specified in the SCC.</p> |
| <p>7. Location</p> | <p>7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the Client may approve.</p> |
| <p>8. Authorized Representatives</p> | <p>8.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SCC.</p> |
| <p>9. Corrupt and Fraudulent Practices</p> | <p>9.1. The Consultant shall comply with the Client’s policy in regard to corrupt and fraudulent practices as set forth in Attachment 1 to the GCC.</p> |
| <p>a. Commissions and Fees</p> | <p>9.2. The Client requires the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount</p> |

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| | and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank. |
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B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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| 10. Effectiveness of Contract | 10.1 This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. |
| 11. Commencement of Services | 11.1 The Consultant shall confirm availability of the Key Experts for the term of the Contract and begin carrying out the Services no later than the date specified in the SCC. |
| 12. Expiration of Contract | 12.1 Unless terminated earlier pursuant to Clause 18, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC, unless extended in accordance with this Contract. |
| 13. Entire Agreement | 13.1 This Contract constitutes the entire understanding between the Parties regarding the scope of the Services and supersedes all prior written or oral understandings, offers, agreements, communication or representations affecting the same subject matter. It is clarified that the obligations of the Consultant under the RFP shall continue to subsist and shall be deemed to form part of the Contract. |
| 14. Modifications or Variations | <p>14.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.</p> <p>14.2. Both the Client and the Consultant may, at any time during the term of the Contract, propose a variation to the Services, the Terms of Reference (as set out in Appendix A), Payment Schedule and/or any other provision of the Contract (Variation).</p> <p>14.3. Client Proposed Variation</p> <p>(i) The Client may, at any time during the term of the Contract, instruct the Consultant, by issuing a written notice, to carry out a Variation (a Variation Order). Provided that, the Client shall not propose a Variation which is not technically or financially feasible,</p> |

such feasibility being determined in accordance with Good Industry Practice, or any Variation that constitutes unrelated work.

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

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

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

(v) To the extent the Client seeks amendments and/or justification in the proposal submitted by the Consultant, the Consultant shall incorporate or address, in writing, the Client's comments and submit a revised proposal. On approval of the revised proposal in accordance with Clause 14.3(iv), the Consultant shall proceed with the Variation.

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

(vii) Notwithstanding anything to the contrary in this Clause 14.3, the Consultant shall be bound to implement any Variation that is necessitated by a Change in Law (*discussed in Clause 15 below*) and any consequent adjustment in the Total Value of Contract, Services Schedule or Payment Schedule, on account of such Variation, shall be determined in accordance with Clause 15 below.

14.4. Consultant Proposed Variation

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

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

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

(iv) If the Parties are unable to reach agreement regarding the terms of a Variation Order, such disagreement shall be resolved pursuant to Clauses 50.

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

14.6. No Variation invalidates the Contract. The Consultant agrees that a Variation may involve the omission of any part of the Services and further, the Consultant agrees that the Client may engage others to perform that part of the Services which has been omitted. The Consultant further acknowledges that any omission or omissions

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| | <p>will not constitute a basis to allege that the Client has repudiated the Contract no matter the extent or timing of the omission(s).</p> <p>14.7. Notwithstanding anything contained in this Clause 14, the Client shall not agree to any Variation if: (i) the Consultant seeks any Variation in its obligations which is due to any shortcoming or deficiency in the documents provided by the Consultant; (ii) the Variation relates to repeat performance of any Services due to the Consultant's failure to comply with the Client's requirements; or (iii) escalation in the cost of equipment, materials or the work force, other than on account of a Change in Law.</p> |
| <p>15. Change in Law</p> | <p>15.1. For the purposes of this Contract, "Change in Law" means the occurrence of any of the following events after the date of execution of the Contract: (i) the modification, amendment or repeal of any existing Applicable Law; (ii) the enactment, promulgation, bringing into effect, adoption of any new Applicable Law; (iii) change in the interpretation or application of any Applicable Law by any Authority; (iv) the introduction of a requirement for the Consultant to obtain any new approval or permit or the unlawful revocation of an applicable approval or permit; or (v) the introduction of any new Tax or a change in the rate of an existing Tax.</p> <p>Change in Law does not include: (i) any change in the (Indian) Income Tax Act, 1961 with regard to the taxes on the income of the Consultant; (ii) any statute that has been published in draft form or as a bill that has been placed before the legislature or that has been passed by the relevant legislature as a bill but has not come into effect prior to the date of the Contract and which is a matter of public knowledge; or (iii) a draft statutory instrument or delegated legislation that has been published prior to the date of the Contract, which is under the active consideration or contemplation of the GoI or GoCG and which is a matter of public knowledge.</p> <p>15.2. If, after the date of this Contract, there is any Change in Law which:</p> <ul style="list-style-type: none">(i) increases the cost incurred by the Consultant in performing the Services; and/or(ii) affects the Services Schedule, |

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| | <p>then the Consultant may notify the Client and appropriate adjustments shall be made to the Total Value of Contract and/or the Services Schedule to account for the Change in Law. The notice shall be accompanied by all supporting documents, details and information required by the Client to assess the claims of the Consultant. Provided that, if a Change in Law becomes applicable as a result of a delay by the Consultant in providing the Services, other than due to a Delay Event, then the Consultant shall not be entitled to any adjustment in the Total Value of Contract and/or the Services Schedule.</p> <p>Where it is not possible to address the effect of a Change in Law (through an adjustment in the Total Value of Contract and/or the Services Schedule), the Parties shall agree on a mechanism, including amending the terms of the Contract, to mitigate the adverse effects of the Change in Law. If the Parties are unable to reach an agreement within thirty (30) days of the notification of a Change in Law, then the matter shall be referred to dispute resolution in accordance with Clause 50.</p> |
| <p>16. Force Majeure</p> | |
| <p>a. Définition</p> | <p>16.1 For the purposes of this Contract, “Force Majeure” means any of the following events, which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances:</p> <ul style="list-style-type: none"> (i) acts of God; (ii) accidents, except as may be attributable to the Parties; (iii) earthquake, storm or flood; (iv) fires or explosions, except as may be attributable to the Parties; (v) acts of Authorities, except as may be attributable to the Parties; (vi) epidemics; (vii) war, terrorism, sabotage, civil commotions/civil disorder, or riots; and (viii) general strikes or lockouts or other industrial action/confiscation (which are not restricted to the Consultant or its Personnel). <p>16.2 Force Majeure shall not include: (i) any event which is caused</p> |

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| | <p>by the negligence or intentional act or omission of a Party or any Personnel or its agents or employees, (ii) any event which a diligent Party could reasonably have been expected to take into account at the time of the conclusion of this Contract, or be able to avoid or overcome in the carrying out of its obligations hereunder; (iii) insufficiency of funds or commercial hardship; and (iv) unavailability, or increase in the cost of any Personnel or component required to perform the Services, unless such unavailability or increase in costs is due to a Force Majeure event.</p> |
| <p>b. No Breach of Contract</p> | <p>16.3 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures to mitigate and overcome the effects of the Force Majeure event. Performance of any obligations affected by a Force Majeure event must be resumed as soon as reasonably possible after the abatement of such Force Majeure event.</p> |
| <p>c. Measures to be Taken</p> | <p>16.4 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>16.5 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>16.6 Any period within which the Consultant is required to complete any action or task, in terms of the Services Schedule, shall be extended for a period equal to the time during which the Consultant was unable to perform such action as a result of an event of Force Majeure.</p> <p>16.7 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either: (i) demobilize, in which case the Consultant shall be reimbursed for additional costs it reasonably</p> |

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| | <p>and necessarily incurs in demobilization, and, if required by the Client, in reactivating the Services; or (ii) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract for the part of the Services performed by it during the subsistence of the Force Majeure event and be reimbursed for additional costs reasonably and necessarily incurred in demobilizing for the part of the Services which are affected by the Force Majeure event and, if required by the Client, in reactivating such part of the Services.</p> <p>16.8 Not later than thirty (30) days after the Consultant has, as a result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on the appropriate measures to be taken in the circumstances.</p> <p>16.9 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 50.</p> <p>16.10 Save and except as expressly provided in the Contract, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss relating to or arising from any event of Force Majeure or the exercise by it of any right pursuant to this Clause 16.</p> |
| <p>d. Prolonged Force Majeure</p> | <p>16.11 If a Force Majeure event affecting any Party subsists for a continuous period of one hundred eighty (180) days, the affected party may issue a notice of termination of the entire Contract or such part of the Services as is affected by the Force Majeure event, in accordance with Clause 18 below.</p> |
| <p>17. Suspension</p> | <p>17.1 The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform or is in breach of any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension: (i) shall specify the nature of the failure or breach, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.</p> |

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| <p>18. Termination</p> | <p>18.1. This Contract may be terminated by either Party as per provisions set out below:</p> |
| <p>a. By the Client</p> | <p>18.1.1 A “Consultant Event of Default” means any of the events set out below, unless such event has occurred as a consequence of a default by the Client as set out in Clause 18.1.5, a Change in Law or any event of Force Majeure (“Consultant Event of Default”):</p> <ul style="list-style-type: none"> (i) if the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 17 within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently granted in writing; (ii) if the Consultant becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary; (iii) if the Client, in its sole discretion and for any reason whatsoever which reason is required to be recorded in writing, decides to terminate this Contract; (iv) if the Consultant’s liability to pay delay liquidated damages reaches the cap on delay liquidated damages specified in Clause 29.8 but the delay in respect of which the delay liquidated damages are payable continues to exist; (v) if the Consultant fails to confirm availability of Key Experts as required in Clause 11; (vi) if the Consultant replaces any Key Expert in contravention of the provisions of this Contract; (vii) if the Consultant has engaged in corrupt, fraudulent, collusive, coercive, undesirable or restrictive practice in bidding for or in subsequently executing the Contract; (viii) if the Consultant fails to furnish, renew and/or maintain the Performance Security in accordance with this Contract; (ix) if the Consultant assigns or novates its rights and obligations under this Contract without the prior written consent of the Client; (x) if any of the Consultant’s representations and warranties are found to be false and/or misleading; or (xi) if the Consultant is in breach of any Applicable Laws. |

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| | <p>18.1.2 Without prejudice to other provisions of this Contract, upon the occurrence of a Consultant Event of Default, the Client may deliver a notice to the Consultant specifying the nature of the breach and giving a cure period of thirty (30) days to the Consultant to cure the Consultant Event of Default.</p> <p>Provided that, in case of occurrence of a Consultant Event of Default set out in Clauses 18.1.1(ii), 18.1.1(iv), 18.1.1(vii), the Client shall have the right to terminate the Contract immediately, without any obligation to provide a cure period.</p> <p>18.1.3 Subject to Clause 18.1.2, and except in case of the event set out at Clause 18.1.1(iii), if by the end of the cure period, the Consultant has not remedied the Consultant Event of Default or taken steps to remedy the Consultant Event of Default to the satisfaction of the Client, then the Client shall have the right to issue a termination notice, upon which this Contract shall terminate forthwith.</p> <p>18.1.4 Notwithstanding anything to the contrary in this Contract, in case of occurrence of a Consultant Event of Default set out in Clauses 18.1.1(i), 18.1.1(iv) or 18.1.1(vi), to the extent such Consultant Event of Default affects one or more of the Modules but not the entire Contract, the Client shall have the right to partially terminate the Contract with respect to the Modules affected by such Consultant Event of Default and not the entire Contract. Such partial termination shall not impact the validity of the Contract or the obligations of the Consultant with regard to the Modules which are not affected by the Consultant Event of Default.</p> <p>Upon total or partial termination of the Contract for a Consultant Event of Default, the Client will have the right to engage a third party consultant to complete the Services or the Modules which have been deleted from the Consultant’s scope and the Client shall recover the incremental costs incurred by the Client in engaging a third party consultant from the Consultant.</p> |
| <p>b. By the Consultant</p> | <p>18.1.5 A “Client Event of Default” means any of the following events set out below, unless such event has occurred as a consequence of a default by the Consultant as set out in Clause 18.1.1, a Change in Law or any event of Force Majeure:</p> <ul style="list-style-type: none"> (i) if the Client fails to pay any undisputed money due to the Consultant pursuant to this Contract within forty five (45) |

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| | <p>calendar days after receiving written notice from the Consultant that such payment is overdue;</p> <ul style="list-style-type: none"> (ii) if the Client is in material breach of its obligations under this Contract and has not remedied the same within forty five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant’s notice specifying such breach; (iii) if the Client becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary; or (iv) if the Client suspends the performance of the Services for more than sixty (60) days, for reasons not attributable to the Consultant. <p>18.1.6 Without prejudice to other provisions of this Contract, upon the occurrence of a Client Event of Default, the Consultant may deliver a notice to the Client specifying the nature of the breach and giving a cure period of thirty (30) days to the Client to cure the Client Event of Default.</p> <p>Provided that, in case of occurrence of a Client Event of Default set out in Clauses 18.1.5(iii) or 18.1.5(iv), the Consultant shall have the right to terminate the Contract immediately, without any obligation to provide a cure period.</p> <p>Notwithstanding anything to the contrary in this Contract, in case of occurrence of a Client Event of Default set out in Clauses 18.1.5(i) or 18.1.5(ii), to the extent such Client Event of Default affects one or more of the Modules but not the entire Contract, the Consultant will not have a right to terminate the entire Contract for such Client Event of Default, but will only have a right to partially terminate the Contract with respect to the Modules affected by such Client Event of Default. Such partial termination shall not impact the validity of the Contract or the obligations of the Consultant and the Client with regard to the Modules which are not affected by the Client Event of Default.</p> |
| <p>c. Termination for Force</p> | <p>18.1.7 If a Force Majeure event affecting any Party subsists for a continuous period of one hundred eighty (180) days, then either</p> |

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| <p>Majeure</p> | <p>Party may issue a notice of termination to the other Party. Upon receipt of this notice, the Parties shall have a period of fifteen (15) days to agree on the manner in which the Contract may be progressed upon cessation of the Force Majeure event and the variations, if any, required to the Contract to address the consequences of the Force Majeure event. If on the expiry of the fifteen (15) day period, the Parties fail to arrive at an agreement, either Party may immediately terminate this Contract by written notice to the other Party.</p> <p>Notwithstanding anything to the contrary in this Contract, in case of occurrence of a Force Majeure event which affects one or more of the Modules but not the entire Contract, the Contract may be partially terminated with respect to the Modules affected by such Force Majeure event. Such partial termination shall not impact the validity of the Contract or the obligations of the Consultant with regard to the Modules which are not affected by the Force Majeure event.</p> |
| <p>d. Cessation of Rights and Obligations</p> | <p>18.1.8 Upon termination of this Contract pursuant to Clause 18, or upon expiration of this Contract pursuant to Clause 12, all rights and obligations of the Parties hereunder shall cease, except (i) any cause or action which may have occurred in favour of either Party or any right which is vested in either Party under any provision of the Contract as a result of any act, omission, deed, matter or thing done or omitted to be done by either Party before the expiry or termination of the Contract, (ii) the obligation of confidentiality set forth in Clause 22, (iii) the Consultant’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 25, (iv) the indemnity obligations of the Parties as set out in Clause 19; (v) the obligations in relation to intellectual property rights under Clause 27; and (vi) any right which a Party may have under the Applicable Law.</p> |
| <p>e. Cessation of Services</p> | <p>18.1.9 Upon termination of this Contract by either Party , the Consultant shall: (i) immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum; and (ii) transfer to the Client all documents, data, programmes, applications, software, equipment etc. developed or acquired by the Client for the purposes of performing the Services along with the right to use the Intellectual Property in such documents, data, programmes, applications,</p> |

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| | software, equipment for the Smart Solutions Project. |
| <p>f. Payment upon Termination</p> | <p>18.1.10 Upon termination or partial termination of this Contract for a Consultant Event of Default (except the event set out in Clause 18.1.1(iii) above), the Client shall make the following payments to the Consultant:</p> <ul style="list-style-type: none"> (i) Remuneration for the duly and satisfactorily completed Deliverables for all Modules or, the terminated Modules, as the case may be, prior to the date of termination, in accordance with Clause 43. Less (ii) all amounts previously paid to the Consultant under the Contract for all Modules or the terminated Modules, as the case may be; (iii) all amounts due to the Client from the Consultant, including any damages payable by the Consultant to the Client in respect of all Modules or the terminated Modules, as the case may be; and (iv) the incremental cost incurred by the Client in engaging a third party to complete all Modules or the terminated Modules, as the case may be. <p>If the aggregate of (ii), (iii), and (iv) above is: (a) less than (i) above, the Client shall pay the differential amount to the Consultant within thirty (30) days of the Consultant raising an invoice for the amount; or (b) more than (i) above, then the Consultant shall pay the differential amount to the Client within thirty (30) days of the Client raising an invoice for the amount, failing which the Client may invoke the Performance Security to recover such amounts.</p> <p>18.1.11 Upon termination or partial termination of this Contract for a Client Event of Default, a Force Majeure event or for the event set out in Clause 18.1.1(iii) above, the Client shall make the following payments to the Consultant:</p> <ul style="list-style-type: none"> (i) Remuneration for the duly and satisfactorily completed Deliverables for all Modules or terminated Modules, as the case may be, prior to the date of termination, in accordance with Clause 43; and (ii) if the Contract is terminated for a Client Event of Default or for the event set out in Clause 18.1.1(iii), any Breakage Costs reasonably incurred by the Consultant as a direct result of termination or partial termination of the Contract; Less |

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| | <p>(iii) all amounts previously paid to the Consultant under the Contract for all Modules or terminated Modules, as the case may be;</p> <p>(iv) all amounts due to the Client from the Consultant, including any damages payable by the Consultant to the Client in respect of all Modules or the terminated Modules, as the case may be.</p> <p>The Client shall pay the termination compensation specified in this Clause 18.1.11 to the Consultant within thirty (30) days of the Consultant raising an invoice for that amount.</p> |
| <p>19. Indemnity and Limitation of Liability</p> | <p>19.1 Consultant's indemnity</p> <p>The Consultant must indemnify and hold harmless the Client and the Client's staff, their Affiliates and directors of their Affiliates (each a "Client Indemnified Party") from and against any and all claims and losses suffered or incurred by the Client Indemnified Party, including claims by a third party, arising out of:</p> <ul style="list-style-type: none">(i) any failure of the Consultant to pay taxes or any statutory dues;(ii) any non-compliance or violation of Applicable Law or applicable permits by the Consultant;(iii) breach of the Consultant's representations and warranties set out in the Contract;(iv) bodily injury, sickness or death of any person whatsoever;(v) breach of the Consultant's obligations under the Contract;(vi) physical damage to the Project Office or any property therein;(vii) loss of or physical damage to property of any third party; or(viii) infringement of the Intellectual Property Rights of any third party by the Consultant under the Contract. <p>19.2 Client's indemnity</p> <p>The Client agrees to indemnify and hold harmless the Consultant and</p> |

the Personnel (each a “Consultant Indemnified Party”) from and against any and all claims or losses suffered or incurred by the Consultant Indemnified Party arising out of:

- (i) breach of the Client's representations and warranties under the Contract; or
- (ii) any non-compliance or violation of Applicable Laws or any Client's applicable permits or consents by the Client.

19.3 On receipt of a notice of any claim, which would entitle any Party (“Indemnified Party”) to claim indemnification from the other Party (“Indemnifying Party”), the Indemnified Party shall, within a reasonable time, provide a written notice of the claim to the Indemnifying Party along with all the documents available with it in respect of the claim, specifying in detail the claim, the amount claimed by the third party, the date on which the claim arose and the nature of the default to which such claim relates (including a reference to the applicable provision of the Contract) and the Indemnifying Party shall settle the claim accordingly. The Indemnifying Party shall be entitled to but not obliged to participate in and control the defence of any such suit, action or proceeding at its own expense or direct the Indemnified Party to defend such claim, at the cost of the Indemnifying Party. If the Indemnifying Party elects to control the defence of any such suit, action or proceeding, the Indemnified Party shall render all necessary assistance for the purposes of enabling the Indemnifying Party to take the action referred to in this Clause 19.3. The Indemnifying Party may also request the Indemnified Party, at the cost of the Indemnifying Party to dispute, resist, appeal, compromise, defend, remedy or mitigate the matter or enforce against the third party the Indemnifying Party's rights in relation to the matter and in connection with proceedings related to the matter, use reputable advisers and lawyers chosen by the Indemnifying Party. The Indemnified Party shall not settle any such suit, action or proceeding without the prior written consent of the Indemnifying Party.

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

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| | <p>19.5 Unless otherwise specified in the Contract, neither Party shall be liable to the other Party for any kind of indirect, punitive or consequential loss or damage or for any economic loss, loss of profit, loss of revenue, loss of use or business interruption which may be suffered by the other Party in connection with this Contract, except for losses caused by the fraud or wilful misconduct of the Party.</p> <p>19.6 The Party entitled to the benefit of an indemnity under this Clause 19 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the Party fails to take such measures, the other Party's liabilities shall be correspondingly reduced.</p> <p>19.7 The obligation to indemnify stipulated in this Clause 19 is:</p> <ul style="list-style-type: none"> (i) continuing, separate and independent obligation of the Parties from their other obligations and shall survive the termination of this Contract; and (ii) shall not be limited or reduced by any insurance, except to the extent that the proceeds of any such insurance are capable of being applied to reduce claims made against the affected Party. <p>19.8 For the purpose of this Clause 19: (i) “claim” means any claim, liability, proceeding, cause of action, action, suit, demand at law or in equity, in each case brought against either Party (including by any third party); and (ii) “loss” means all losses (excluding consequential losses, indirect losses and loss of profit), damages, liabilities, fines, interest, awards, penalties, costs (including, reasonable legal costs, lawyers' and arbitrators' fees), charges and expenses of whatever nature or howsoever occasioned including any of the above suffered by the non-defaulting Party or a third party as a result of any act or omission in the course of or in connection with the performance, non-performance or deficiency in the performance of obligations under this Contract.</p> |
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C. RIGHTS AND OBLIGATIONS OF THE CONSULTANT

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| 20. General | |
| a.Standard of | 20.1 The Consultant shall perform the Services and carry out the |

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| <p>Performance</p> | <p>Services with all due diligence, efficiency and economy, in accordance with Good Industry Practices and this Contract, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with third parties.</p> <p>20.2 The Consultant shall employ and provide such qualified and experienced Personnel as are required to carry out the Services.</p> <p>20.3 The Consultant shall not subcontract any part of the Services.</p> |
| <p>b. Law Applicable to Services</p> | <p>20.4 The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that all of its Personnel comply with the Applicable Law.</p> <p>20.5 Throughout the duration of the Contract, the Consultant shall comply with the prohibitions in India in relation to the import of goods and services when as a matter of law or official regulation, there is a prohibition on entering into or maintaining commercial relations with the country from where the import is proposed to be made.</p> <p>20.6 The Consultant shall obtain, maintain and comply with the terms of all applicable permits, including work permits for its Personnel, required to perform the Services, at its own risk and cost.</p> |
| <p>21. Conflict of Interest</p> | <p>21.1 The Consultant shall hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> |
| <p>a. Consultant Not to Benefit from Commissions, Discounts, etc.</p> | <p>21.1.1 The Remuneration of the Consultant pursuant to Clauses 42 through 47 shall constitute the Consultant’s only payment in connection with this Contract or the Services and the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Personnel and agents of either of them, similarly shall not receive any such</p> |

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| | <p>additional payment.</p> <p>21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the applicable procurement guidelines of the GoCG, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement shall be to the account of the Client.</p> |
| <p>b. Consultant and Affiliates Not to Engage in Certain Activities</p> | <p>21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and its Affiliates, shall be disqualified from providing goods, works, or non-consulting services resulting from or directly related to the Services, for the implementation of the Smart Solutions Project, unless otherwise indicated in the SCC.</p> |
| <p>c. Prohibition of Conflicting Activities</p> | <p>21.1.4 The Consultant shall not engage, and shall cause its Personnel to not engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p> |
| <p>d. Strict Duty to Disclose Conflicting Activities</p> | <p>21.1.5 The Consultant has an obligation and shall ensure that its Personnel shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.</p> |
| <p>22. Confidentiality</p> | <p>22.1 Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any proprietary or confidential information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Client to the Personnel; any information provided by or relating to the Client, its technology, technical processes, business affairs or finances or any other information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services subject to:</p> |

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| | <p>(a) all Confidential Information shall be identified as confidential at the time of disclosure;</p> <p>(b) each party will comply with all applicable export and import laws and associated embargo and economic sanction regulations, applicable to either party, including those of the United States, that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to certain countries, or for certain end uses or end users.</p> <p>Notwithstanding the aforesaid, the Consultant and the Personnel may disclose such information to the extent that such information:</p> <p>(i) was in the public domain prior to its delivery to the Consultant/Personnel or becomes a part of the public domain from a source other than the Consultant/Personnel;</p> <p>(ii) was obtained from a third party with no known duty to maintain its confidentiality;</p> <p>(iii) is required to be disclosed under Applicable Laws or judicial/administrative/arbitral process or by any government instrumentality, provided that such disclosure is made: (a) after giving a prior written notice to the Client; and (b) using reasonable efforts to ensure that such disclosure is accorded confidential treatment;</p> <p>(iv) is provided to the professional advisers, agents, auditors or representatives of the Consultant on a needs basis as is reasonable under the circumstances, provided that the Consultant shall require such professional advisers, agents, auditors or representatives to undertake in writing to keep the information provided confidential, and further provided that the Consultant shall use best efforts to ensure compliance with such undertaking.</p> <p>(v) is independently developed by the recipient or is already in the possession of the recipient;</p> |
| <p>23. Liability of the Consultant</p> | <p>23.1 Subject to the exclusions set out in the SCC, the overall liability of the Consultant and the Client under this Contract shall not exceed the amounts specified in the SCC.</p> <p>23.2 The Parties agree and acknowledge that the provisions of this Clause 23 read with the SCC in respect of limitation and exclusion of liabilities is an agreed allocation of risk between the Parties, the sufficiency of which the Parties hereby agree and acknowledge.</p> |
| <p>24. Insurance to be</p> | <p>24.1 The Consultant: (i) shall take out and maintain, at its own cost</p> |

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| <p>Taken out by the Consultant</p> | <p>but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client’s request, shall provide evidence to the Client within fifteen (15) days of the request, showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause 11.</p> |
| <p>25. Accounting, Inspection and Auditing</p> | <p>25.1 The Consultant shall keep accurate and systematic accounts and records in respect of the Services, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and costs and the basis thereof.</p> <p>25.2 The Consultant shall permit, the Client and/or persons appointed by the Client to inspect all accounts and records relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by the Client, if requested by the Client. Any act intended to materially impede the exercise of the Client’s inspection and audit rights provided for under this Clause 25.2 shall constitute a material breach of the Contract, which would give the Client the right to terminate the Contract.</p> |
| <p>26. Reporting Obligations</p> | <p>26.1 The Consultant shall submit to the Client the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix (the “Reports”).</p> |
| <p>27. Proprietary Rights of the Client in Reports and Records</p> | <p>27.1 The Client shall own all Intellectual Property Rights in the Deliverables, Reports, programmes, data, information such as maps, diagrams, plans, specifications, technical information, solutions, models, databases, drawings, software, supporting records, or other documents and material compiled or prepared by the Consultant for the Client in the course of the Services. The Consultant shall, upon termination or expiration of this Contract, deliver all such Deliverables, Reports, data, information and documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such Deliverables, Reports, documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.</p> <p>27.2 Subject to Clause 27.1 above, all Intellectual Property Rights in the documents, know-how, data, software and programmes used in connection with preparing the Deliverables and the Services, which</p> |

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| | <p>are proprietary to the Consultant or its third party licensors shall belong to the Consultant, or, as the case may be, its third party licensors and the Consultant hereby grants to the Client a royalty-free, irrevocable, non-exclusive licence to use, modify and reproduce the Deliverables and any Intellectual Property Rights contained in the Services for any purpose whatsoever connected with the Smart Solutions Project; and the licence hereby granted shall carry the right to grant sub-licences and shall be transferable to third parties only in relation to the Smart Solutions Project. The cost of such license shall be deemed to be included in the Total Value of Contract.</p> <p>27.3 The Consultant shall not use the technology, technical information, software, designs or know-how licensed for the purposes of providing the Services for any purposes unrelated to the Contract, without the prior written approval of the Client.</p> <p>The Consultant shall indemnify and hold harmless the Client from and against all claims and losses that the Client may suffer or incur on account of infringement (or alleged infringement) of any third party's Intellectual Property Rights in performance of the Services.</p> |
| <p>28. Equipment, Vehicles and Materials</p> | <p>28.1 Equipment, vehicles and materials, if any made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.</p> <p>28.2 Any equipment or materials owned or purchased by the Consultant or its Personnel at its own cost for use either in the performance of the Services or personal use shall remain the property of the Consultant or Personnel concerned, as the case may be.</p> |
| <p>29. Timelines for Completion and Liquidated Damages</p> | <p>29.1 The Consultant shall perform the Services strictly in accordance with the Services Schedule and complete each Deliverable on or before the relevant Deliverable Due Date.</p> <p>29.2 If the Consultant fails to comply with the Services Schedule for</p> |

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

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

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

29.4 The Consultant shall promptly provide the Client with: (i) a notice upon becoming aware of any Delay Event listed in Clause 29.3 above; and (ii) a notice of its claim for extension of any Deliverable Due Date, with such notice specifying the nature of the Delay Event, the extent of delay suffered or likely to be suffered by the Consultant,

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| | <p>the mitigation measures being taken or proposed to be taken by the Consultant, and any other information relevant to claim such extension.</p> <p>29.5 The Consultant shall ensure that the particulars provided to the Client under Clause 29.4 above are kept up to date and shall continuously submit such further particulars as may be necessary or which may be requested by the Client, from time to time.</p> <p>29.6 Any extension in accordance with this Clause 29 shall be implemented by way of a Variation Order in accordance with Clause 14.</p> <p>29.7 If there are two or more concurrent causes of delay and only one of those concurrent causes is a cause of delay which would entitle the Consultant to an extension of time in accordance with this Clause 29, then the Consultant shall not be entitled to an extension of time for the period of such concurrency.</p> <p>29.8 Subject to Clause 29.3 above, if the Consultant fails to complete any Deliverable in a manner satisfactory to the Client on or before the relevant Deliverable Due Date, the Consultant shall pay to the Client delay liquidated damages at the rate set out in the SCC for each week of delay until completion of the Deliverable. Provided that the aggregate delay liquidated damages payable by the Consultant to the Client under the Contract shall not exceed the maximum amount set out in the SCC.</p> |
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D. PERSONNEL

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| <p>30. Description of Key Experts (Core Team)</p> | <p>30.1 The title, agreed job description, minimum qualification and time-input estimates of each Key Expert to carry out the Services are described in Appendix B.</p> <p>30.2 If required to comply with the provisions of Clause 20.a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant with prior approval of the Client, provided (i) that such adjustments shall not alter the original time-input estimates for any Key Expert by more than 10% or one week, whichever is longer; and (ii) that the aggregate of such adjustments shall not cause payments under this</p> |
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| | <p>Contract to exceed the maximum Remuneration set forth in Clause 42.1.</p> <p>30.3 If any additional work is required by the Client beyond the scope of the Services specified in Appendix A pursuant to a Variation Order the estimated time-input for the Key Experts and maximum Remuneration payable to the Client may be increased by agreement in writing between the Client and the Consultant in accordance with Clause 15. .</p> |
| <p>31. Replacement of Key Experts (Expert Pool and Deputy Team Leader and Additional Resources, If any)</p> | <p>31.1 Except as the Client may otherwise agree in writing and subject to sub-Clauses (i) – (iii) below, no changes shall be made in the Key Experts without the prior consent of the Client:.</p> <p>(a) During the 1st year of the Contract, the Consultant may change a maximum of 2 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the originally proposed Key Expert. ; If the Consultant proposes to change more than 2 Key Experts in the 1st year, a penalty equivalent to one month professional fee (Remuneration) quoted against that key expert shall be imposed by the Client. But if the Consultant proposes the replacement of the Team Leader in the 1st year, then the penalty shall be equivalent to two month professional fee (Remuneration) quoted against the professional fee quoted for the Team Leader.</p> <p>(b) During the 2nd year and remaining part of the Contract period, Consultant may change a maximum of 3 Key Experts with the prior consent of the Client in accordance with the Contract and in such case; a replacement Key Expert shall have equal or better qualifications and experience as those of the existing Key Expert. If the Consultant proposes any change in the number of key experts more than the above prescribed limit in the 2nd year a penalty equivalent to one month professional fee (Remuneration) quoted against that key expert shall be imposed by the Client.</p> |

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| | <p>31.2 A request for substitution of a Key Expert during the term of the Contract may be considered based on the Consultant’s written request and only in circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity of any Key Expert. In such case, the Consultant shall submit a written request for replacement of the Key Expert with a person of equivalent or better qualifications and experience, and at the same man month rate as specified in Appendix C for such Key Expert being replaced. The request for replacement of a Key Expert should state in sufficient detail the reasons for the proposed replacement and should be accompanied by the CV of the substitute Key Expert with details of his experience and qualification and in the format set out in Form TECH-4 of the RFP.</p> <p>31.3 The client may make a request in writing for the substitution of a key expert/ programme support team member with an equal or better qualification and experience. On receiving request, the consultant shall provide substitution within 30 days of receipt of request on the same man-month rate for the respective key expert/ programme support team member as agreed in the Appendix-C.</p> |
| <p>32. Approval of Additional Resources</p> | <p>32.1 If during the term of the Contract, Additional Resources are required to carry out the Services, the one party shall submit a written request to the other party, stating in sufficient detail the reasons for requiring Additional Resources. The consultant shall, on receiving/submitting request, submit detailed CVs of the Additional Resources in the format set out in Form TECH-4 of the RFP for the approval of the client. The remuneration payable to such new Additional Resources shall be mutually discussed between the Parties at the time of appointment of the relevant Additional Resources and payments made to the Additional Resources shall be</p> |

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| | <p>in the nature of Reimbursable Expenses.</p> |
| <p>33. Removal of Personnel</p> | <p>33.1 If the Client finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or if the Client determines that Consultant’s Personnel have engaged in any corrupt, fraudulent, coercive, collusive, undesirable or restrictive practices (as specified in Attachment 1 to the GCC) while performing the Services, the Consultant shall, at the Client’s written request, provide a replacement for such Personnel.</p> <p>33.2 In the event that any of Personnel is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.</p> <p>33.3 The replacement of any Personnel shall possess equivalent or better qualifications and experience and shall be approved by the Client. The process for obtaining the approval of the Client for any Additional Resources or for replacement of a Key Expert, as set out in Clauses 31 and 32 above, must also be followed for removal and replacement of any Personnel under this Clause 33.</p> |
| <p>34. Replacement/ Addition/ Removal of Personnel – Impact on Payments</p> | <p>34.1 Except as the Client may otherwise agree: (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced or removed.</p> <p>34.2 The consultant will access and deploy extra number of personnel after obtaining approval of the client to complete a deliverable within specified timeline, if required. For such extra personnel deployment the client shall not pay extra remuneration or reimbursable expenses.</p> |
| <p>35. Working Hours, Overtime, Leave, etc.</p> | <p>35.1 Working hours and holidays for Personnel are set forth in Appendix B.</p> <p>35.2 The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B.</p> <p>35.3 Any taking of leave by Key Experts shall be subject to the</p> |

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| | prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact the overall performance of the Services. |
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E. RIGHTS AND OBLIGATIONS OF THE CLIENT

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| <p>36. Assistance and Exemptions</p> | <p>36.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:</p> <ul style="list-style-type: none"> (i) Assist the Consultant with obtaining any applicable permits, including work permits and such other documents as shall be necessary to enable the Consultant to perform the Services. (ii) Assist the Consultant with promptly obtaining, for the Personnel who are not residents of India and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India while carrying out the Services under the Contract. (iii) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel who are not residents of India and their eligible dependents. Provided that, clearance through customs of any property required for the Services will remain the primary obligation of the Consultant and the Consultant shall not be entitled to any extension of time on account of any delay in obtaining any customs clearance. (iv) Issue to officials, agents and representatives of the government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. (v) To the extent permissible under Applicable Laws, assist the Consultant and the Personnel with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity under Applicable Laws. (vi) Provide to the Consultant any such other assistance as may be specified in the SCC. |
| <p>37. Access to Project Office</p> | <p>37.1 The Client warrants that on and from the Effective Date and until the expiry or early termination of the Contract, the Consultant shall have unimpeded and unhindered access to the Project Office for the performance of the Services, at no additional cost to the</p> |

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| | <p>Consultant. The Consultant will be responsible for any damage to the Project Office or any property thereon resulting from such access and will indemnify the Client in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Client.</p> <p>37.2 The Client shall provide basic utilities (including water and electricity) to the Consultant at the Project Office, at no additional cost to the Consultant.</p> |
| <p>38. Services, Facilities and Property of the Client</p> | <p>38.1 The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.</p> <p>38.2 In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof. Any adjustment to the Services Schedule and/or the Remuneration pursuant to this Clause 38 shall be by way of a Variation in accordance with Clause 14.</p> |
| <p>39. Counterpart Personnel</p> | <p>39.1 The Client shall make available to the Consultant free of charge such professional and support personnel, to be nominated by the Client with the Consultant’s advice, as specified in Appendix A.</p> <p>39.2 If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix A, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof. Any adjustment to the Remuneration pursuant to this Clause 39 shall be by way of a Variation in accordance with Clause 14.</p> <p>39.3 Professional and support counterpart personnel, excluding Client’s liaison personnel, shall work under the exclusive direction of the Consultant, who will be solely responsible for any and all acts</p> |

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| | <p>and omissions of such personnel. If any such personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.</p> |
| 40. Payment Obligation | 40.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make payments of the Remuneration and the Reimbursable Expenses to the Consultant in such manner as is provided in Clause 43 read with the SCC. |
| 41. Review and Approval of Deliverables and Completion Certificate | <p>41.1 The Client shall review and provide comments on all Deliverables and other documents submitted by the Consultant, including any subsequent amendments to these documents, in a timely manner so as to enable the Consultant to perform the Services in accordance with the Services Schedule and to comply with its obligations within the time lines prescribed under the Contract.</p> <p>41.2 Unless otherwise specified in the Terms of Reference, the Consultant shall submit copies of each draft Deliverable to the Client for its review and approval in a manner such that the final approved Deliverable is submitted to the Client within the time lines specified in the Services Schedule.</p> <p>41.3 The Client shall review and provide comments, if any, on each draft Deliverable submitted by the Consultant or notify the Consultant of its approval of the draft Deliverable within fifteen (15) days from the date of receipt of the draft Deliverable. The Client shall have the right to require the Consultant to amend or modify the draft Deliverable if the Client identifies any deficiencies or shortcomings in the draft Deliverable. If the Consultant receives any comments, suggestions or instructions to modify the draft Deliverable from Client, then the Consultant shall modify the draft Deliverable to correct any shortcomings or deficiencies identified by Client and submit the revised Deliverable to the Client for its approval. This process shall continue until the draft Deliverable is approved by the Client.</p> <p>41.4 Upon approval of a Deliverable by the Client in accordance with Clause 41.3, the Consultant shall issue a Deliverable</p> |

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| | <p>Acceptance Certificate to the Client for the approved Deliverable, and the Client shall duly endorse the Deliverable Acceptance Certificate to signify its acceptance of the relevant Deliverable. The Client will endorse the Deliverable Acceptance Certificate within twenty (20) working days of receipt of the Deliverable Acceptance Certificate. The performance of the Services (covered by the relevant Deliverable) shall be complete upon the endorsement of the Deliverable Acceptance Certificate for such Services by the Client.</p> <p>41.5 Notwithstanding any review or approval of a Deliverable by the Client or issuance of a Deliverable Acceptance Certificate by the Client, the Consultant shall bear all risk, responsibility and liability for the suitability, accuracy, adequacy and practicality of the final Deliverable. Subject to Clause 29.3, the Consultant shall not be entitled to any extension of a Deliverable Due Date or compensation for complying with the requirements of this Clause 41.</p> <p>41.6 Notwithstanding any review or approval of a Deliverable by the Client or issuance of a Deliverable Acceptance Certificate by the Client, at the time of implementation of the Smart Solutions Project, if the Client discovers any inaccuracies, discrepancies or shortcomings in a Deliverable, then the Client shall have the right to require the Consultant to rectify any such discrepancy, inaccuracy or shortcoming in the relevant Deliverable, without any additional cost to the Client.</p> <p>41.7 Within ninety (90) days of the expiry of the post implementation support period, the Consultant shall facilitate the smooth transfer of the overall monitoring, supervision and control of the implementation of the Smart Solutions Project to the Client or any other agency nominated by it.</p> <p>Within twenty (20) working days of the expiry of the ninety (90) day transition period and the successful handing over of the monitoring, supervision and control of the Smart Solutions Projects as certified by the Client, the Client shall issue the Completion Certificate to the Consultant. The issue of the Completion Certificate shall certify that the Services have been completed in accordance with the Contract.</p> <p>Upon issuance of the Completion Certificate by the Client, the Consultant shall be entitled to the last milestone payment as per the Payment Schedule.</p> |
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F. PAYMENTS TO THE CONSULTANT

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| <p>42. Total Value of Contract</p> | <p>42.1 In consideration of the Services, the Client shall pay to the Consultant the Remuneration in accordance with the Payment Schedule. In addition to the Remuneration, the Consultant shall also be paid the Reimbursable Expenses for the costs incurred by the Consultant under the various heads of expenditure specified in Appendix D.</p> <p>42.2 The Consultant is deemed to have satisfied itself of the correctness and sufficiency of the Remuneration and Reimbursable Expenses and except as otherwise provided in the Contract, the aggregate Remuneration and the Reimbursable Expenses payable under this Contract shall not exceed the ceilings in INR specified in the SCC. Any payments in excess of the ceiling for any additional scope of work or otherwise shall only be way of a Variation in accordance with Clause 14.</p> |
| <p>43. Remuneration and Reimbursable Expenses</p> | <p>43.1 The Client shall pay to the Consultant:</p> <ul style="list-style-type: none"> (i) up to 25% of the Remuneration based on the actual man months spent by the Programme Support Team on providing the Services; (ii) 65% of the Remuneration based on satisfactory completion of the various Deliverables specified in the Terms of Reference, in the manner set out in the Payment Schedule, for Activity 1-7 and Activity 9; (iii) up to 10% of the Remuneration based on the actual man months spent by the Personnel/Key Experts on providing the Services for Activity 8; and (iv) Reimbursable Expenses that are actually and reasonably incurred by the Consultant in the performance of the Services or as specified in the SCC, not exceeding the ceiling specified in Appendix D. <p>43.2 All payments shall be at the rates set forth in Appendix C and Appendix D.</p> <p>43.3 The man month rates considered for the Remuneration will not be adjusted for the term of the Contract.</p> <p>43.4 The Remuneration shall cover: (i) such salaries and allowances</p> |

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| | <p>as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Personnel list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the Clause 43.2 of the SCC.</p> |
| <p>44. Taxes and Duties</p> | <p>44.1 The Consultant and Personnel are responsible for meeting any and all Tax liabilities arising out of the Contract in India or elsewhere, unless it is stated otherwise in the SCC.</p> <p>44.2 Service tax and related cess itemized and finalized during Contract negotiations and specified in the SCC shall be reimbursed to the Consultant.</p> <p>44.3 All payments made by the Client to the Contractor shall be subject to deductions and withholding of applicable Taxes in accordance with Applicable Laws.</p> |
| <p>45. Currency of Payment</p> | <p>45.1 Any payment under this Contract shall be made in Indian Rupees.</p> |
| <p>46. Mode of Billing and Payment</p> | <p>46.1 Billings and payments in respect of the Services shall be made in accordance with the Payment Schedule.</p> <p>46.2 <i>Monthly invoices.</i> For the payments specified in Clauses 43.1(i), 43.1(iii) and 43.1(iv) above, as soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, the Consultant shall submit to the Client, in duplicate, itemized invoices stating: (i) the Remuneration payable for the Programme Support Staff and Key Experts who have provided Services in the relevant month based on the man month rates specified in Appendix C, including all applicable Taxes; and (ii) the Reimbursable Expenses, if any, incurred by the Consultant in the relevant month. Each monthly invoice shall be accompanied by the time sheets of the Programme Support Staff and Key Experts who have provided Services in the month to which the invoice relates and other supporting documents, as may be specified in the SCC. Each monthly invoice will include a description of the Services provided, the name and agreed man month rate of the Programme Support Staff and the Key Expert providing the</p> |

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| | <p>Services in the relevant month, and itemization and description of Reimbursable Expenses and disbursements in the relevant month.</p> <p>The Client shall pay the Consultant's monthly invoices within thirty (30) days after the receipt by the Client of such monthly invoices with supporting documents. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments to the Consultant.</p> <p>46.3 <i>Milestone Invoices.</i></p> <ul style="list-style-type: none">(i) For the payments specified in Clause 43.1(ii) above, within seven (7) days after the issuance of the Deliverable Acceptance Certificate , for the relevant Module, the Consultant may submit to the Client an invoice for the payment linked to completion of such Deliverable.(ii) Each milestone invoice must set out: (a) details of the Deliverable covered by the relevant milestone invoice; (b) the amount payable for the relevant Deliverable, including all applicable Taxes; and (c) any other additions or deductions which may have become due under the Contract. Each milestone invoice will be accompanied by supporting documents as set out in the SCC. <ul style="list-style-type: none">(i) Within thirty (30) days of receipt of a milestone invoice, the Client shall verify completion of the Deliverable covered under such invoice and either:<ul style="list-style-type: none">(a) approve the milestone invoice and issue a certificate, conveying its approval for release of the amount specified in the milestone invoice, less any necessary deductions and adjustments in accordance with the Contract and/or Applicable Laws. If the amount approved by the Client is less than the full amount of the milestone invoice (other than for any deductions in accordance with Applicable Laws), the Client shall state in writing the reasons for approving a lesser amount; or(b) issue a notice to the Consultant disputing the milestone invoice and directing the Consultant to issue a revised milestone invoice after rectifying the errors or discrepancies identified by the Client. The |
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| | <p>Consultant shall submit a revised milestone invoice to the Client after rectifying the errors or discrepancies identified by the Client and this process will be repeated until the Client approves the milestone invoice and issues a certificate, conveying its approval for release of the amount specified in the milestone invoice. Any dispute between the Parties in relation to a disputed milestone invoice will be settled in accordance with Clause 50.</p> <p>(iv) The Client shall pay the Consultant’s milestone invoice within ten (10) days after the acceptance of such milestone invoice.</p> <p>46.4 Notwithstanding anything to the contrary in the Contract, the Client may withhold from any payment due to the Consultant any amounts that the Client deems reasonably necessary or appropriate because of any one or more of the following reasons:</p> <ul style="list-style-type: none"> (i) failure by the Consultant to provide certificates of insurance; (ii) any overpayments made by the Client in a previous payment; (iii) any payment required to be withheld under any Applicable Law; (v) the invoice is not accompanied by all necessary supporting documents; (iv) a dispute exists as to the accuracy or completeness of any invoice; or (v) any amounts due to the Client from the Consultant under the Contract. <p>46.5 All payments under this Contract shall be made by wire transfer to the accounts of the Consultant specified in the SCC.</p> <p>46.6 The payments made to the Consultant pursuant to this Contract do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.</p> |
| <p>47. Interest on Delayed Payments</p> | <p>47.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause 29, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.</p> |

G. FAIRNESS AND GOOD FAITH

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| 48. Good Faith | 48. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |
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H. MISCELLANEOUS

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| 49. Amicable Settlement | 49.1 The Parties shall seek to resolve any dispute amicably by mutual consultation. 49.2 If either Party objects to any action or inaction of the other Party, the objecting Party may send a written notice of dispute to the other Party providing in detail the basis of the dispute. The Party receiving the notice of dispute will consider it and respond in writing within fourteen (14) days after receipt. If such Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause 50 shall apply. |
| 50. Dispute Resolution | 50.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to arbitration in accordance with the provisions specified in the SCC. |
| 51. Performance Security | 51.1 The Consultant shall furnish to the Client the Performance Security in the format set out in Appendix E, from a scheduled commercial bank in India, to secure the performance of its obligations under the Contract. The Performance Security shall be for an amount specified in the SCC. |
| 52. Assignment | 52.1 Except as expressly permitted in the Contract, the Consultant shall not be entitled to divest, transfer, assign or novate all or substantially all of its rights, interests, benefits and obligations under the Contract, without the prior written consent of the Client. 52.2 The Client shall be entitled to assign, transfer or novate its rights and obligations under the Contract or any part thereof to any third party or to an affiliate, without the requirement of any further consent from the Consultant, provided that where such assignment is |

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| | <p>made to a third party, the Client shall use its best efforts to ensure that the third party to whom the benefits and obligations under the Contract or any part thereof has been assigned, has the necessary financial capability to comply with the obligations under the Contract.</p> |
| <p>53. Representation and Warranties</p> | <p>53.1 Client's Representations and Warranties</p> <p>The Client makes the following representations and warranties to the Consultant:</p> <ul style="list-style-type: none">(i) it has been incorporated as a company under the laws of India and is validly existing under those laws;(ii) it has power to enter into this Contract and comply with its obligations under it;(iii) this Contract and the transactions under it do not contravene its constituent documents or any Applicable Law or obligation by which it is bound or to which any of its assets are subject or cause a limitation of powers or the powers of its directors to be exceeded;(iv) it has in full force and effect the authorisations necessary for it to enter into this Contract and the transactions under it; and(v) its obligations under this Contract are valid and binding and are enforceable against it in accordance with the terms of this Contract. <p>53.2 Consultant's Representations and Warranties</p> <p>The Consultant makes the following representations and warranties to the Client:</p> <ul style="list-style-type: none">(i) it has been incorporated/registered as a company/firm under the laws of [<i>Insert country of incorporation/registration</i>] and is validly existing under those laws;(ii) it has power to enter into this Contract and comply with its obligations under it;(iii) this Contract and the transactions under it do not contravene its constituent documents or any applicable |

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| | <p>law of its jurisdiction or obligation by which it is bound or to which any of its assets are subject or cause a limitation of powers or the powers of its directors to be exceeded;</p> <ul style="list-style-type: none">(iv) it has in full force and effect the authorisations necessary for it to enter into this Contract and the transactions under it;(v) its obligations under this Contract are valid and binding and are enforceable against it in accordance with the terms of this Contract;(vi) it is not in breach of any Applicable Law in a way which may result in a material adverse effect on its business or financial condition;(vii) there is no pending or threatened proceeding affecting the Consultant or any of its assets that would affect the validity or enforceability of this Contract, the ability of the Consultant to fulfil its commitments under this Contract, or that could have a material adverse effect on the business or financial condition of the Consultant;(viii) it has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under the Contract;(ix) it has the necessary skill and experience to perform the Services in accordance with this Contract;(x) it owns or has the right to use and license to the Client all Intellectual Property Rights in relation to the Services and the Deliverables to be provided under this Contract;(xi) the performance of the Services shall not infringe the Intellectual Property Rights of any third party and that the Consultant has not received notice of any claim, and is not aware of any facts or circumstances that may give rise to such claim;(xii) it will perform its obligations under the Contract and conduct its business with a high level of integrity which is reasonably expected of an international contractor of similar size and profile, conducting a similar line of business, and will not engage in any corrupt, fraudulent, coercive, collusive, undesirable or |
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| | <p>restrictive practices; and</p> <p>(xiii) without prejudice to any express provision contained in the Contract, the Consultant acknowledges that prior to the execution of the Contract, the Consultant has after a complete and careful examination made an independent evaluation of the Terms of Reference and any information provided by or on behalf of the Client and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Consultant in the course of performance of its obligations hereunder.</p> |
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II. General Conditions

Attachment 1: Corrupt and Fraudulent Practices

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

LOA or the Contract, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Contract;

- (ii) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process;
- (iii) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the selection process;
- (iv) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party¹;
- (v) “undesirable practice” means (a) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the selection process; or (b) having a Conflict of Interest; and
- (vi) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Consultants with the objective of restricting or manipulating a full and fair competition in the selection process.

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

III. Special Conditions of Contract

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

| Number of GCC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
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| 3.1 | The Contract shall be construed in accordance with the law of India. |
| 4.1 | The language is: English |
| 6.1 and 6.2 | <p>The addresses are:</p> <p>Client : Raipur Smart City Limited</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted): _____</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p> |
| 8.1 | <p>The Authorized Representatives are:</p> <p>For the Client: [Insert name] Chief Executive Officer, Raipur Smart City Limited _____</p> <p>For the Consultant: [name, title] _____</p> |
| 11.1 | <p>Commencement of Services:</p> <p>The number of days shall be 30 (Thirty) Days from issuance of LOA</p> |

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| | Confirmation of Key Experts' availability to perform the Services shall be submitted by the Consultant to the Client in the form of a written statement signed by each Key Expert. |
| 12.1 | Expiration of Contract: The term of the Contract shall be four (4) years, which may be extended on mutually agreed terms and conditions, up to the expiry of the Smart City Mission period, subject to satisfactory performance of the Services by the Consultant. If the term of the Contract is extended pursuant to the Clause 13 of the GCC, then the Consultant shall also extend the validity of the Performance Security for an equivalent period. |
| 21. | The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing Services described in Clause 21.1.3. |

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| <p>23.1</p> | <p>(i) The maximum overall liability of the Consultant under this Contract shall not exceed the Total Value of Contract.</p> <p>(ii) Provided that the above limitation of liability shall not apply and the Consultant's liability shall be unlimited in the following instances:</p> <ul style="list-style-type: none"> (a) for damage to third parties caused by the Consultant, any Personnel, person or firm acting on behalf of the Consultant in carrying out the Services; (b) if any limitation or exclusion from liability is prohibited by the Applicable Law. (c) for breach of Applicable Law and any applicable permits; (d) for breach of any third party Intellectual Property Rights; (e) for fraud and wilful misconduct; (f) for any gross negligence; (g) for damage to or loss of third party property; (h) for misrepresentation by the Consultant; and (i) bodily injury or loss of life. <p>(iii) Except in the case of gross negligence or willful misconduct on the part of the Consultant, the Personnel or any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant shall not be liable to the Client for any indirect or consequential loss or damage.</p> <p>(iv) The maximum overall liability of the Client under this Contract shall not exceed the Total Value of Contract.</p> |
| <p>24.1</p> | <p>The insurance coverage against the risks shall be as follows:</p> <ul style="list-style-type: none"> (i) Professional liability insurance, with a minimum coverage of equal to the Total Value of Contract. (ii) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Consultant or its Personnel, with a minimum coverage as per Indian Motor Vehicle Act 1988 and any amendments thereof. (iii) Third Party liability insurance, with a minimum coverage in accordance with the Applicable Law. (iv) Employer's liability and workers' compensation insurance in respect of the Personnel in accordance with Applicable Law, including any life, health, accident, travel or other insurance as may be appropriate for the Personnel. |

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| | <p>(v) Insurance against loss of or damage to: (a) equipment purchased in whole or in part with funds provided under this Contract, (b) the Consultant’s property used in the performance of the Services, and (c) any documents prepared by the Consultant in the performance of the Services.</p> <p>Within fifteen (15) days of receiving any insurance policy certificate in respect of insurances required to be obtained and maintained under this Clause, the Consultant shall furnish to the Client, copies of such policy certificates, policies and evidence that the insurance premia have been paid in respect of such insurance. No insurance shall be cancelled, modified or allowed to expire or lapse during the term of the Contract.</p> <p>If the Consultant fails to effect and keep in force the insurances set out above, the Client shall, without prejudice to its other rights under the Contract, have the right, to procure and/or keep in force the aforesaid insurance(s), pay the premium as required and recover the costs thereof from the Consultant. If the Consultant fails to reimburse the Client for any insurance premium paid by the Client on behalf of the Consultant, the Client may deduct the relevant amount from the next payment to be made in accordance with the Payment Schedule.</p> <p>The Consultant shall ensure that, in each insurance policy, the Client is named as the beneficiary.</p> |
| <p>29</p> | <p>The Consultant shall be liable to pay delay liquidated damages at the rate of zero point five percent (0.5%) of the Total Value of Contract per week or part thereof of delay, for each Module in respect of which there has been a delay. Provided that the maximum delay liquidated damages paid by the Consultant to the Client under the Contract shall not exceed ten percent (10%) of the Total Value of Contract.</p> |
| <p>42.2</p> | <p>The ceiling in local currency on the Remuneration is: _____<i>[insert amount and currency as mentioned in the Proposal] [indicate: inclusive or exclusive] of local indirect taxes.</i></p> <p>The ceiling in local currency on the Reimbursable Expenses is: _____<i>[insert amount and currency as mentioned in the RFP.]</i></p> |
| <p>43.1</p> | <p>Payments shall be made according to the following schedule (Payment</p> |

| Schedule) ² : | | |
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| S No. | Activity wise Deliverable | Payment Schedule |
| | <p>The Remuneration shall be paid as follows;</p> <p>(i) Accepted Remuneration (M) = [insert amount]</p> <p>(ii) Programme Support Team to be paid monthly throughout the term of the Contract . The Remuneration shall be paid as per actual man months deployed but not exceeding the 25% of the total Remuneration [M₁]= 25% of the accepted Remuneration</p> <p>(iii)For activity 1 [M₂] = 5% of the M {insert amount }</p> <p>(iv)For activity 2 to activity 6 (M₃) = 25% of M = { insert amount }</p> <p>The total amount for activity 2 to 6 shall be paid not more than 25% of the M as illustrated below.</p> <p>(v) For Activity 7 (M₄) = 25% of M = {insert Amount }</p> <p>The total amount for activity 7 shall be paid not more than 25% of the M on submission and approval of the Go-Live Report.</p> <p>(vi)For Activity 8 (M₅) = 10% of M {insert Amount }</p> <p>The total amount for activity 8 shall be paid not more than 10% of the M or as per actual man days deployed , whichever is less.</p> <p>(vii) Project handing over and issuance of Completion Certificate (M₆)= 10 % of M [insert amount]</p> | |
| 1 | Activity 1: Submission and Approval of Inception Report by the Client | 5 % of M |
| | For Activity 2 to Activity 6 payment shall be made on pro rata basis for each Module [Example: Number of modules n. For each Module, payment shall be $M_p = M_3/n$ The total amount of Remuneration for | |

² Based on the discussions with the Consultant, the manner in which each milestone payment will be allocated between different Modules will be set out here.

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| | activity 2 to activity 6 shall be paid not more than 25% of the M | |
| | Activity 2: Preparation and Submission of As-Is (Situation Analysis) Report for Modules and its acceptance & approval by the Client on prorata basis for each Module | 5% of M on pro rata basis |
| | Activity 3: Preparation and Submission of Business Re-engineering Report (BPR) and Final function requirement specifications (FRS) and its acceptance & approval by the Client on prorata basis for each Module | 5% of M on pro rata basis |
| | Activity 4: Preparation and submission of feasibility study report and its acceptance & approval by the Client on prorata basis for each Module | 5% of M on pro rata basis |
| | Activity 5: Preparation and submission of DPR and its acceptance & approval by the Client on prorata basis for each Module | 5% of M on pro rata basis |
| | Activity 6: Preparation and submission of bid documents for selection of the system integrator/managed service provider (as defined in the Terms of Reference), its acceptance and approval by the Client, successful completion of bid process and selection of the system integrator/managed service provider on prorata basis for each Module | 5% of M on pro rata basis |
| | Activity 7: Submission and Approval of Go-Live Report the Client. During project implementation period the payment shall be made on percentage basis of the Module amount of the SI/MSP after Go-live report as follows. Total Payment for Activity 7 (M4) = 25% of M For Example: Total No of Modules 4 Total Cost = Rs 200 Cr Implementing Agency Cost of Module 1= 100 Cr = 50% Implementing Agency Cost of Module 2= 50 | 25% of M on pro rata basis |

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| | <table border="1"> <tr> <td data-bbox="495 199 630 604"></td> <td data-bbox="630 199 1255 604"> <p>Cr = 25% Implementing Agency Cost of Module 3= 40 Cr = 20% Implementing Agency Cost of Module 4= 10 Cr = 5% The Payment shall be made after Go-Live For Module 1= 50% of M₄ For Module 2= 25% of M₄ For Module 3= 20% of M₄ For Module 4= 5% of M₄</p> </td> <td data-bbox="1255 199 1487 604"></td> </tr> <tr> <td data-bbox="495 604 630 930"></td> <td data-bbox="630 604 1255 930"> <p>Activity 8: Post Implementation Support The amount shall be paid quarterly on pro rata basis for the period of the post implementation as per actual man months deployed during the quarter but not exceeding the 10% of the total accepted remuneration amount whichever is less [M₅]= 10% of M</p> </td> <td data-bbox="1255 604 1487 930">10% of M</td> </tr> <tr> <td data-bbox="495 930 630 1213"></td> <td data-bbox="630 930 1255 1213"> <p>Activity 9: Project Handover : The last milestone payment shall be made in a single instalment on the successful handing over of the monitoring, supervision and control of the Smart Solutions Project and issuance of Completion Certificate by the Client.</p> </td> <td data-bbox="1255 930 1487 1213">10% of M</td> </tr> </table> <p>(a) Only Service Tax chargeable in respect of this Contract for the Services provided by the Consultant shall be reimbursed by the Client to the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</i></p> | | <p>Cr = 25% Implementing Agency Cost of Module 3= 40 Cr = 20% Implementing Agency Cost of Module 4= 10 Cr = 5% The Payment shall be made after Go-Live For Module 1= 50% of M₄ For Module 2= 25% of M₄ For Module 3= 20% of M₄ For Module 4= 5% of M₄</p> | | | <p>Activity 8: Post Implementation Support The amount shall be paid quarterly on pro rata basis for the period of the post implementation as per actual man months deployed during the quarter but not exceeding the 10% of the total accepted remuneration amount whichever is less [M₅]= 10% of M</p> | 10% of M | | <p>Activity 9: Project Handover : The last milestone payment shall be made in a single instalment on the successful handing over of the monitoring, supervision and control of the Smart Solutions Project and issuance of Completion Certificate by the Client.</p> | 10% of M |
| | <p>Cr = 25% Implementing Agency Cost of Module 3= 40 Cr = 20% Implementing Agency Cost of Module 4= 10 Cr = 5% The Payment shall be made after Go-Live For Module 1= 50% of M₄ For Module 2= 25% of M₄ For Module 3= 20% of M₄ For Module 4= 5% of M₄</p> | | | | | | | | | |
| | <p>Activity 8: Post Implementation Support The amount shall be paid quarterly on pro rata basis for the period of the post implementation as per actual man months deployed during the quarter but not exceeding the 10% of the total accepted remuneration amount whichever is less [M₅]= 10% of M</p> | 10% of M | | | | | | | | |
| | <p>Activity 9: Project Handover : The last milestone payment shall be made in a single instalment on the successful handing over of the monitoring, supervision and control of the Smart Solutions Project and issuance of Completion Certificate by the Client.</p> | 10% of M | | | | | | | | |
| <p>44.1 and 44.2 For domestic consultants / personnel and foreign consultants/personnel</p> | <p><u>who are permanent residents in India</u> (a) Other than any indirect local Taxes chargeable in respect of this Contract for the Services provided by the Consultant, which shall be reimbursed by the Client to the Consultant, the Consultant and the Personnel shall pay the Taxes levied under Applicable Laws during the term of the Contract and the Client</p> | | | | | | | | | |

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| | <p>shall perform such duties in regard to the deduction of such Taxes as may be lawfully imposed.</p> <p>The Client warrants that the Client shall reimburse the Consultant for any indirect Taxes imposed under Applicable Laws , on the Consultant in respect of:</p> <ul style="list-style-type: none"> (i) any payments whatsoever made to the Consultant and the Personnel, in connection with the carrying out of the Services; (ii) any equipment, materials and supplies brought into India by the Consultant for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them; (iii) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client; (iv) any property brought into India by the Consultant or the Personnel (other than nationals or permanent residents of the India), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that: <ul style="list-style-type: none"> (i) the Consultant and its Personnel shall follow the usual customs procedures of India in importing property into India; and (ii) if the Consultant or Personnel do not withdraw but dispose of any property in India upon which customs duties and Taxes have been exempted, the Consultant or Personnel, as the case may be, (a) shall bear such customs duties and Taxes in conformity with Applicable Laws; or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into India. |
| <p>46.2</p> | <p>Each monthly invoice will be accompanied by the following supporting documents in accordance with the Terms of Reference set out in the RFP:</p> <ul style="list-style-type: none"> (i) Time sheet of the relevant Personnel; and (ii) Progress reports. |
| <p>46.3</p> | <p>Each milestone invoice will be accompanied by the following supporting documents:</p> <ul style="list-style-type: none"> (i) Deliverable Acceptance Certificate; and (ii) Progress reports in accordance with the Terms of Reference set out in the RFP. |
| <p>46.5</p> | <p>The accounts are:</p> |

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| | for local currency INR: <i>[insert account]</i> . |
| 47.1 | The interest rate is: <i>SBI Base rate</i> |
| 50.1 | <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (i) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>Chairman (Delhi State Centre), The Institution of Engineers (India), New Delhi</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (ii) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>Registrar, The Indian Council of Arbitration, New Delhi</i>. (iii) If, in a dispute subject to paragraph (ii) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the <i>Registrar, The Indian Council of Arbitration, New Delhi</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for |

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| | <p>that dispute..</p> |
| | <p>2. <u>Substitute Arbitrators</u>. If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>3. <u>Nationality and Qualifications of Arbitrators</u>. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(i) through 1(iii) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant’s home country. For the purposes of this Clause, “home country” means any of:</p> <ul style="list-style-type: none"> (i) the country of incorporation of the Consultant; or (ii) the country in which the Consultant’s principal place of business is located; or (iii) the country of nationality of a majority of the Consultant’s shareholders. <p>However, the above restriction will not apply if the Consultant’s home country is India.</p> |
| | <p>5. <u>Miscellaneous</u>. In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> (i) the seat of the arbitration shall be India and the arbitration proceedings shall, unless otherwise agreed by the Parties, be held in Raipur; (ii) the English language shall be the official language for all purposes; (iii) the arbitration shall be governed by the (Indian) Arbitration and Conciliation Act, 1996, as amended from time to time; (iv) responsibility of payment for all costs of arbitration shall be as per the arbitration award; and (v) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final |

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| | <p>and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p> |
| <p>51</p> | <p>Performance Security</p> <ul style="list-style-type: none"> (i) The Performance Security shall be for 10% of the Total Value of Contract (ii) The Performance Security shall be issued by a Scheduled Commercial bank in India and acceptable to the Client. The Performance Security shall be valid until a date 60 days beyond the issuance of the Completion Certificate. (iii) The Client shall not make a claim under the Performance Security, except for amounts to which the Client is entitled under the Contract in the event of: <ul style="list-style-type: none"> (a) failure by the Consultant to extend the validity of the Performance Security on extension of the validity of the contract, in which event the Client may claim the full amount of the Performance Security, (b) failure by the Consultant to pay the Client an amount due, as either agreed or determined pursuant to the dispute resolution process specified in the Contract, within forty two (42) days after determination of the dispute; (c) failure by the Consultant to pay any damages due to the Client under the Contract; (d) failure by the Consultant to pay any amounts that are due to the Client on termination of the Contract; (e) the Consultant engaging in any corrupt, fraudulent, coercive, collusive, undesirable or restrictive practice. (iv) If the Performance Security is or becomes invalid for any reason during the term of the Contract, the Consultant shall immediately notify the Client and provide the Client with a replacement Performance Security in the form set out in Appendix E within five (5) days of the earlier Performance Security becoming invalid. (v) If the validity period of the Performance Security is less than the period specified in sub-clause (ii) above, then no later than thirty (30) days before the expiry of the Performance Security, the Consultant shall obtain an extension of the validity of such Performance Security and provide the Client with a copy of the renewed security. If the Consultant fails to extend the Performance Security, the Client shall be entitled to draw on and claim the un-drawn amount thereunder, provided that the amount so received shall be treated as a cash security and to the extent that there are no outstanding claims, shall be |

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| | <p>released upon submission of a new Performance Security acceptable to the Client.</p> <p>(vi) The provision, maintenance or renewal of the Performance Security by the Consultant in accordance with the terms of the Contract, shall be a condition precedent to any payment by the Client to the Consultant.</p> <p>(vii) On completion of the contractual obligations under the Contract by the Consultant, the Client shall return the Performance Security within twenty one (21) days of the last payment made to the Consultant under the Contract.</p> |
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

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

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

APPENDIX B - KEY EXPERTS

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

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

APPENDIX C – REMUNERATION COST ESTIMATES

1. Monthly rates for the Personnel:

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

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

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

“Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause 27.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause 47.1(d) of this Contract.”

Model Form I

Breakdown of Agreed Fixed Rates in Consultant’s Contract

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

(Expressed in [insert name of currency])*

| Sr. No. | Name | Position (as in Tech 4) | Location | Time Input in Man-Months (from TECH-4) | Rate per Man Month (in INR) | Total Remuneration (INR) |
|--------------------|------|----------------------------------------------|----------|----------------------------------------|-----------------------------|--------------------------|
| | A | B | C | D | E | (D*E) |
| Expert Pool | | | | | | |
| 1 | | Team Leader cum City Operation Centre Expert | HO | 4 | | |
| | | | PO | 16 | | |
| 2 | | Sr. Business Analyst/BPR Specialist | HO | 4 | | |
| | | | PO | 8 | | |
| 3 | | IOT Expert | HO | 4 | | |
| | | | PO | 8 | | |
| 4 | | ICT Expert | HO | 4 | | |
| | | | PO | 8 | | |
| 5 | | IT System Architect | HO | 4 | | |
| | | | PO | 8 | | |
| 6 | | Information Security Systems Expert | HO | 4 | | |
| | | | PO | 8 | | |
| 7 | | Traffic Signalling & Parking Specialist | HO | 4 | | |
| | | | PO | 8 | | |
| 8 | | Urban Transport Planner | HO | 4 | | |
| | | | PO | 8 | | |
| 9 | | Common Payment Card Module Expert | HO | 2 | | |
| | | | PO | 4 | | |
| 10 | | Procurement Specialist | HO | 4 | | |

| | | | | | | |
|-------------------------------|--------------------|------------------------------------------------------------|----|----|--|--|
| | | | PO | 8 | | |
| Programme Support Team | | | | | | |
| 1 | | Support Deputy Team Leader cum Programme Management Expert | HO | | | |
| | | | PO | 48 | | |
| 2 | | Support Data Analytics | HO | | | |
| | | | PO | 48 | | |
| 3 | | Support Smart Solutions | HO | | | |
| | | | PO | 48 | | |
| 4 | | Support City Operation | HO | | | |
| | | | PO | 48 | | |
| 5 | | Support Traffic Signalling & Parking | HO | | | |
| | | | PO | 48 | | |
| | Total Costs | | | | | |

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____

APPENDIX D – REIMBURSABLE EXPENSES COST ESTIMATES

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

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

Appendix E - Form of Performance Security

[On Appropriate Stamp Paper]

Bank Guarantee No. []

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

IN FAVOUR OF:

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

WHEREAS:

- (A) RSCL has entered into a contract for providing consultancy services dated *[insert date]* (the **Contract**) with *[insert name of Consultant]*, a company/firm [incorporated/registered] under the *[insert name of the relevant statute under which the Consultant has been incorporated or registered, as the case may be]*, [with its [registered/principal] office at [•]] (hereinafter referred to as the **Consultant**, which expression shall, unless it be repugnant to the context or meaning thereof, include its successors-in-title and permitted assigns).
- (B) In terms of the Contract, the Consultant has agreed to provide the Services for designing and implementing the application of certain smart solutions, which involve the use of technology, information and data to improve infrastructure and services within the city of Raipur (the **Smart Solutions Project**), to implement the Smart Cities Mission in Raipur, pursuant to the Request for Proposal dated [] (referred to as the **RFP**) and other related documents including without limitation the draft Contract (collectively referred to as **Bid Documents**).
- (C) In terms of the letter of award (the **LOA**) dated *[insert date]* issued by Client to the Consultant and Clause 51 of the Contract, the Consultant is required to furnish to RSCL, an unconditional, irrevocable, on demand bank guarantee for an amount equivalent to Rs. [•] *[Insert amount equivalent to 10% of the Total Value of Contract]* (the **Guaranteed Amount**) as security for the due and punctual

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

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

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

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

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

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

The Guarantor further agrees that this Guarantee does not limit the number of claims that may be made by RSCL against the Guarantor. Upon a payment being made under this Guarantee, the amount of the Guarantee shall automatically be replenished to the full Guaranteed Amount.

Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future Taxes, deductions or withholdings of any nature whatsoever and by whomsoever imposed, and where any withholding on a payment is required by any Applicable Law, the Guarantor shall comply with such withholding obligations and shall pay such additional amount in respect of such payment such that RSCL receives the full amount due hereunder as if no such withholding had occurred.

3. The Guarantor shall not go into the veracity of any breach or failure on the part of the Consultant or validity of demand so made by RSCL and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any

dispute whatsoever raised by the Consultant or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provision hereof.

4. The obligations of the Guarantor herein are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Contract or the insolvency, bankruptcy, re-organisation, dissolution or liquidation of the Consultant or any change in ownership of the Consultant or any purported assignment by the Consultant or any other circumstance whatsoever, which might otherwise constitute a discharge or defence of a guarantor or a surety.

Further, this Guarantee is in no way conditional upon any requirement that RSCL shall first attempt to procure the Guaranteed Amount from the Consultant or any other Person, or resort to any other means of obtaining payment of the Guaranteed Amount.

5. In order to give effect to this Guarantee, RSCL shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Guarantor from any part of the Guaranteed Amount or prejudice or diminish the Guaranteed Amount in whole or in part, including, whether or not known to it, or RSCL:
 - (a) any time or waiver granted to, or composition with, the Consultant or any other Person;
 - (b) any incapacity or lack of powers, authority or legal personality of or dissolution or change in the status of the Consultant or any other Person;
 - (c) any variation of the Contract so that references to the Contract in this Guarantee shall include each variation;
 - (d) any unenforceability, illegality or invalidity of any obligation of any Person under the Contract or any unenforceability, illegality or invalidity of the obligations of the Guarantor under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or Guarantee, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there was no unenforceability, illegality or invalidity;
 - (e) the partial or entire release of any Guarantor or other Person primarily or secondarily liable or responsible for the performance, payment or observance

of any of the Consultant's obligations during the term of the Contract; or by any extension, waiver, or amendment whatsoever which may release a guarantor or the Guarantor, other than performance or indefeasible payment of the Guaranteed Amount; or

- (f) any part performance of the Contract by the Consultant or by any failure by RSCL to timely pay or perform any of its obligations under the Contract.
- 6. If, and to the extent that for any reason the Consultant enters or threatens to enter into any proceedings in bankruptcy or re-organisation or otherwise, or if, for any other reason whatsoever, the performance or payment by the Consultant of the Guaranteed Amount becomes or may reasonably be expected to become impossible, then the Guaranteed Amount shall be promptly paid by the Guarantor to RSCL on demand.
 - 7. So long as any amount is due from the Consultant to RSCL, the Guarantor shall not exercise any right of subrogation or any other rights of a guarantor or enforce any guarantee or other right or claim against the Consultant, whether in respect of its liability under this Guarantee or otherwise, or claim in the insolvency or liquidation of the Consultant or any such other Person in competition with RSCL. If the Guarantor receives any payment or benefit in breach of this clause 7, it shall hold the same upon trust for RSCL.
 - 8. This Guarantee shall remain in full force and effect from the date hereof until 60 days beyond issuance of the Completion Certificate.

Notwithstanding the foregoing, this Guarantee shall continue in effect until the sums payable under this Guarantee have been indefeasibly paid in full and the Guarantor receives written notice thereof from RSCL, such notice to be issued promptly upon such occurrence.

- 9. The Guarantor represents and warrants to RSCL that:
 - (a) it has the power to execute, deliver and perform the terms and provisions of this Guarantee and has taken all necessary action to authorise the execution, delivery and performance by it of this Guarantee;
 - (b) the Guarantor has duly executed and delivered this Guarantee, and this Guarantee constitutes its legal, valid and binding obligation enforceable in accordance with its terms except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles;

- (c) neither the execution, delivery or performance by the Guarantor of this Guarantee, nor compliance by it with the terms and provisions hereof will: (i) contravene any material provision of any Applicable Law; (ii) conflict or be inconsistent with or result in any breach of any of the material terms, covenants, conditions or provisions of, or constitute a default under any agreement, contract or instrument to which the Guarantor is a party or by which it or any of its property or assets is bound; or (iii) violate any provision of the Guarantor's constituent documents;
 - (d) no order, consent, approval, license, authorisation or validation of, or filing, recording or registration with, except as have been obtained or made prior to the date hereof, or exemption by, any governmental or public body or authority, or any subdivision thereof, is required to authorise, or is required in connection with: (i) the execution, delivery and performance of this Guarantee; or (ii) the legality, validity, binding effect or enforceability of this Guarantee; and
 - (e) this Guarantee will be enforceable when presented for payment to the Guarantor's branch in Raipur at [●].
10. This Guarantee is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. No failure or delay on the part of RSCL in exercising any right, power or privilege hereunder and no course of dealing between RSCL and the Guarantor, or the Consultant, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
11. The rights, powers and remedies expressly provided in this Guarantee are cumulative and not exclusive of any rights, powers or remedies which RSCL would otherwise have. No notice to or demand on the Guarantor in any case shall entitle the Guarantor to any other further notice or demand in similar or other circumstances or constitute a waiver of the rights of RSCL to any other or further action in any circumstances without notice or demand.
12. If any one or more of the provisions contained in this Guarantee are or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and the Guarantor shall enter into good faith negotiations with RSCL to replace the invalid, illegal or unenforceable provision.

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13. The Guarantor hereby agrees to execute and deliver all such instruments and take all such actions as may be necessary to make effective fully the purposes of this Guarantee.
 14. This Guarantee may be executed in one or more duplicate counterparts, and when executed and delivered by the Guarantor and RSCL shall constitute a single binding agreement.
 15. RSCL may assign or transfer all or any part of its interest herein to any other person with prior written notice to the Guarantor. The Guarantor shall not assign or transfer any of its rights or obligations under this Guarantee.
 16. All documents arising out of or in connection with this Guarantee shall be served:
 - (a) upon RSCL, at [*insert address*]; and
 - (b) upon the Guarantor, at [*insert address*].
 17. Any demand, notice or communication would have been deemed to have been duly served:
 - (a) if delivered by hand, when left at the proper address of services; and
 - (b) if given or made by pre-paid registered post or facsimile, when received.
 18. Either party may change the above address by prior written notice to the other party.
 19. This Guarantee shall be governed by, and construed in accordance with, the laws of India. The Guarantor irrevocably agrees that any dispute arising out of or relating to this Guarantee may be brought in the courts in Chhattisgarh.

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first hereinabove written.

Signed and delivered by [*insert name of Bank*] Bank, by [*insert name of branch*] Branch by hand

Of [*insert name of signatory*]

It's [*insert designation*] and duly authorized representative

Authorized by [Power of Attorney dated [*insert date*]] OR [Board resolution dated [*insert date*]].

APPENDIX F – SERVICES SCHEDULE

APPENDIX G – SMART CITY PROPOSALS

(Attached Separately)