

REQUEST FOR PROPOSAL

RFP No. : [KSCCL/PMC/2016/1]

Client: Kakinada Smart City Corporation Limited

Country: INDIA

Project Name: Implementation of Smart City projects under Smart City Mission in Kakinada City

Name of Assignment: Project Management Consultant (PMC) for Assisting Kakinada Smart City Corporation Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Kakinada City of Andhra Pradesh

Issued on:[23-04-2016]

**KAKINADA SMART CITY CORPORATION LIMITED
(KSCCL)**

INTERNATIONAL COMPETITIVE BIDDING FOR PMC

Key Dates

Period of Availability of Bidding Document on Web Site	From 23-04-2016, 11:00 Hrs To 23-05-2016, 17:00 Hrs
Time and Date of Pre – Bid Conference	Date : 07-05-2016, Time : 11:00 Hrs
Last Date and Time for Online Receipt of Bids	Date : 23-05-2016, Time : 17:00 Hrs
Time and Date of Opening of Technical Bids (Bids will be opened Online by the authorized officers)	Date : 28-05-2016, Time : 11:00 Hrs
Officer Inviting Bids	Managing Director, KSCCL, Kakinada.

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DISCLAIMER

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

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

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

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

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

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

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

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

PART I

Section 1. Letter of Invitation

City : KAKINADA

20/ April /2016

RFP No. KSCCL/PMC/2016/1

Project Name : Implementation of Smart City Projects of Kakinada City under Smart City Mission

Name of the SPV : Kakinada Smart City Corporation Limited

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

Dear Mr. /Ms.:

1. The Kakinada Smart City Corporation Limited (hereinafter called “Employer”) is implementing Smart City Projects in Kakinada City under Smart City Mission.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): Project Management Consultant (Consultancy Services) for assisting Kakinada Smart City Corporation Limited for Implementation of Smart City Projects under Smart City Mission (SCM) in Kakinada City. More details on the Services are provided in the Terms of Reference (Section 7).
3. It is not permissible to transfer this invitation to any other firm.
4. A firm will be selected under Quality and Cost Based Selection method (QCBS) (Time Based- Linked with Performance).
5. Consultants are advised that the selection of Consultant shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
6. The bids shall be accepted through e-tendering process as well as in the Physical form as described in the RfP.

7. The Bid will be rejected in case the Consultant has submitted the conditional bid and/or the specifications of the terms to be supplied are not complied with RFP
8. The Consultants will submit the proposal by the date & time indicated in Data Sheet and the instructions to the Consultants called project specific information.
9. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants and Data Sheet
 - Section 3 – Qualification Documents & Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 – Eligible Countries
 - Section 6 – Corrupt and Fraudulent Practices
 - Section 7 - Terms of Reference
 - Section 8 - Standard Forms of Contract (Time Based linked with Performance)

Yours sincerely,

Managing Director
Kakinada Smart City Corporation Limited
Kakinada (Andhra Pradesh), India
Pin- 533001
Email : kakinadasmartcitycorpltd@gmail.com

Contact Persons :

1. Sri S. Aleem Basha, Managing Director, KSCCL, and Commissioner, Municipal Corporation, Kakinada. shaikaleembasha@yahoo.co.in Cell : 7093320018
2. Sri M.V. Suryanarayana, Executive Engineer, Municipal Corporation, Kakinada vvenkatasurya99@yahoo.com Cell : 9849906516

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

<p>1. Definitions</p>	<p>(a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</p> <p>(b) “Applicable Law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.</p> <p>(c) “CEO” means the Chief Executive Officer of the Kakinada Smart City Corporation Limited.</p> <p>(d) “Client” means Chief Executive officer of Kakinada Smart City Corporation Limited (KSCCLL), the implementing agency that signs the Contract for the Services with the selected Consultant.</p> <p>(e) “Consultant” means a legally-established professional consulting firm or an entity who submit their proposal that may provide or provides the Services to the Client under the Contract.</p> <p>(f) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</p> <p>(g) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</p> <p>(h) “Day” means a calendar day.</p> <p>(i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>(j) “GoAP” means the Government of Andhra Pradesh</p> <p>(k) “GoI” means the Government of India.</p> <p>(l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its</p>
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	<p>members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.</p> <p>(m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>(n) “KSCCL” Kakinada Smart City Corporation Limited</p> <p>(o) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provide the Consultants with all information needed to prepare their Proposals.</p> <p>(p) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.</p> <p>(q) “MD” means Managing Director of Kakinada Smart City Corporation Limited (KSCCL).</p> <p>(r) “MoUD” means Ministry of Urban Development</p> <p>(s) “Module” means group of projects</p> <p>(t) “Non-Key Expert(s)” means an individual professional and support staff provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>(u) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>(v) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.</p> <p>(w) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.</p> <p>(x) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>(y) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the</p>
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	<p>Services while remaining responsible to the Client during the performance of the Contract.</p> <p>(z) “SPV” means Special Purpose vehicle which is Kakinada Smart City Corporation Limited.</p> <p>(aa) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.</p>
<p>2. Introduction</p>	<p>2.1 The Client named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The Consultants are invited to submit a Qualification Documents, Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-bid meeting if one is specified in the Data Sheet. Attending any such pre-bid meeting is optional and is at the Consultants’ expense.</p> <p>2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the Data Sheet.</p>
<p>3. Conflict of Interest</p>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Kakinada Smart City Corporation Limited.</p> <p>3.2.1 Without limitation on the generality of the</p>

	foregoing, the Consultant shall not be hired under the circumstances set forth below:
a. Conflicting activities	(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting assignments	(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its 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 Consultant for the same or for another Client.
c. Conflicting relationships	(iii) <u>Relationship with the Client's staff:</u> a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Client, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
5. Corrupt and Fraudulent	5.1 The Client requires compliance in regard to corrupt and

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

	<p>country’s laws against fraud and corruption (including bribery).</p> <p>10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).</p>
<p>11. Only One Proposal</p>	<p>11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant’s staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the Data Sheet.</p>
<p>12. Proposal Validity</p>	<p>12.1 The Data Sheet indicates the period during which the Consultant’s Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.</p>
<p>a. Extension of Validity Period</p>	<p>12.4 The Client will make its best effort to complete the negotiations within the proposal’s validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals’ validity.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>

<p>b. Substitution of Key Experts at Validity Extension</p>	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected by the Client.</p>
<p>c. Sub-Contracting</p>	<p>12.9 The Consultant shall not subcontract any part or whole of the Services.</p>
<p>13. Clarification and Amendment of RFP</p>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client’s address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means, and will upload the response (including an explanation of the query but without identifying its source) or the clarifications shall be uploaded on the client’s website. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p style="padding-left: 40px;">a) At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendments shall be uploaded on the clients website and will be binding on them. The Consultants shall update themselves by visiting the client’s website regularly, for not being updated by the Consultants themselves, Client bears no responsibility.</p> <p style="padding-left: 40px;">b) If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.</p> <p>13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>

<p>14. Preparation of Proposals – Specific Considerations</p>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p>14.1.1 If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture/Consortium, it may do so with eligible Consultants. The members of the Consortium shall enter into a MoU for Joint Bidding and Power of Attorney on the name of lead partner for the purpose of making the Application and submitting a Bid . The MoU for Joint Bidding and Power of Attorney is to be submitted along with the Application. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Contract Agreement. If Consultants associate with each other, any of them can be a lead member.</p> <p>14.1.2 The Client may indicate in the Data Sheet the estimated Key Experts’ time input (expressed in person-month) or the Client’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant’s own estimates for the same.</p> <p>14.1.3. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>14.1.4. For assignments under the Fixed-Budget selection method, the estimated Key Experts’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
<p>15. Qualification Documents, Technical Proposal Format and Content</p>	<p>15.1 The Qualification Documents and Technical Proposal shall not include any financial information. A Qualification Documents and Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position as indicated in the TOR. Failure to comply with this requirement will make the Proposal non-</p>

	<p>responsive.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p>
16. Financial Proposal	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet .
a. Price Adjustment	16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet .
b. Taxes	16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet . Information on taxes in the Client's country is provided in the Data Sheet .
c. Currency of Proposal	16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet . If indicated in the Data Sheet , the portion of the price representing local cost shall be stated in the national currency.
d. Currency of Payment	16.5 Payment under the Contract shall be made in the currency of client's country.
17. Earnest money Deposit	<p>17.1 An EMD amount as indicated in the Data Sheet in the form of demand draft (DD) or Bank Guarantee (BG) drawn in favour of the client name indicated in the Data Sheet and payable at place as mentioned in the Data Sheet, must be submitted along with the Proposal.</p> <p>17.2 Proposals not accompanied by EMD shall be rejected as non-responsive.</p> <p>17.3 No interest shall be payable by the Client for the sum deposited as earnest money deposit.</p> <p>17.4 The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.</p>
18. The EMD shall be forfeited by	18.1 If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.

<p>the Client in the events</p>	<p>18.2 If the Proposal is varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.</p> <p>18.3 If the consultant tries to influence the evaluation process.</p> <p>18.4 If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).</p>
<p>19. Bid documents and Processing Fees</p>	<p>19.1 All consultants are required to pay amount as indicated in the Data Sheet towards the cost of Bid documents and Bid Processing Fees as follows:</p> <ul style="list-style-type: none"> a. Bid Documents fee shall be paid through Demand draft drawn in favour of the Client. b. Bid Processing Fee shall be paid online c. The Bid Documents fee and Bid Processing Fee is Non-Refundable. <p>19.2 Please note that the Proposal, which does not include the Bid Documents fee and bid processing fees, would be rejected as non-responsive.</p>
<p>C. Submission, Opening and Evaluation</p>	
<p>20. Submission, Sealing, and Marking of Proposals</p>	<p>20.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission shall be physically (hard Copy) as well as online.</p> <p>20.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for the Qualification Documents, Technical Proposal and the Financial Proposal and shall initial all pages as required. The authorization shall be in the form of a written power of attorney attached to the Qualification Documents Proposal.</p> <ul style="list-style-type: none"> a) A Proposal submitted by a Joint Venture shall be accompanied by the MoU of Joint Bidding signed by all members so as to be legally binding on all members, and by an authorized representative who has a written power of attorney signed by each member's authorized representative. <p>20.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by</p>

	<p>the person signing the Proposal.</p> <p>20.4 The signed Proposal shall be marked “Original”, and its copies marked “Copy¹” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>20.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “Technical Proposal”, “Selection of Project Management Consultant (PMC) for Assisting Kakinada Smart City Corporation Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Kakinada City of Andhra Pradesh “, reference number, name and address of the Consultant, and with a warning “Do Not Open until [<i>insert the date and the time of the Technical Proposal submission deadline</i>].”</p> <p>20.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “Financial Proposal” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “Do Not Open With The Technical Proposal.”</p> <p>20.7 The sealed envelopes containing the Qualification Documents, Technical and Financial Proposals shall be placed into one outer envelope and sealed (physically as well digitally as applicable). This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [<i>insert the time and date of the submission deadline indicated in the Data Sheet</i>]”.</p> <p>20.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>20.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late</p>
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¹ Copy means photo copy(ies) of the original proposal.

	<p>and rejected, and promptly returned unopened.</p>
<p>21. Confidentiality</p>	<p>21.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Qualification Documents, Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>21.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.</p> <p>21.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
<p>22. Performance Security</p>	<p>22.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority’s any other right or remedy hereunder or in law or otherwise, its Performance Security in the form of bank guarantee shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, <i>inter alia</i>, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:</p> <ul style="list-style-type: none"> (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 5 of this RFP; (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 3 of this RFP; and (c) if the selected Applicant commits a breach of the Agreement. <p>22.2 An amount equal to 5% (five per cent) of the Agreement Value shall be deemed to be the Performance Security for the purposes of this Clause 22, which may be forfeited and appropriated in accordance with the provisions hereof.</p>

<p>23. Opening of Technical Proposals</p>	<p>23.1 The Client’s evaluation committee shall conduct the opening of the Qualification Documents & Technical Proposals in the presence of the Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 26 of the ITC.</p> <p>23.2 At the opening of the Qualification Documents Proposals the following shall be read out:</p> <p>23.3 the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members;</p> <p>23.4 the presence or absence of a duly sealed envelope with the Financial Proposal;</p> <p>23.5 any modifications to the Proposal submitted prior to proposal submission deadline; and</p> <p>23.6 any other information deemed appropriate or as indicated in the Data Sheet.</p>
<p>24. Proposals Evaluation</p>	<p>24.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Qualification Documents and Technical Proposals shall have no access to the Financial Proposals until the Qualification Documents & technical evaluation is concluded.</p> <p>24.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Qualification documents, Technical and Financial Proposals.</p>
<p>25. Evaluation of Qualification Documents and Technical Proposals</p>	<p>25.1 The Client’s evaluation committee shall evaluate the Qualification Documents and Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Firstly each responsive proposal’s Qualification Documents shall be evaluated. The Consultants whosoever qualifies in the Qualification Documents their technical proposals shall be evaluated. Each qualified proposal in Qualification Documents will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the</p>

	minimum technical score indicated in the Data Sheet.
26. Public Opening of Financial Proposals (for QCBS, methods)	<p>26.1 After the technical evaluation is completed, the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will not be opened online. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.</p> <p>26.2 The Financial Proposals shall be opened by the Client's evaluation committee at the date and time in the presence of the representatives of those Consultants whosoever shall be present and whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and/or uploaded on the Client's web site.</p>
27. Correction of Errors	27.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
a. Time-Based Contracts/ Time based Contract linked with Performance	<p>a) If a Time-Based contract linked with performance form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price</p>

	with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
28. Taxes	28.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude service tax. in the Client's country in accordance with the instructions in the Data Sheet.
29. Conversion to Single Currency	29.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
30. Combined Quality and Cost Evaluation	
Quality- and Cost-Based Selection (QCBS)	30.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
D. Negotiations and Award	
31. Negotiations	31.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant. 31.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.
a. Availability of Key Experts	31.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's

	<p>Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p>31.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>
<p>b. Technical negotiations</p>	<p>31.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
<p>c. Financial negotiations</p>	<p>31.6 The negotiations include the clarification of the Consultant’s tax liability in the India and how it should be reflected in the Contract.</p> <p>31.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p> <p>31.8 In the case of a Time-Based linked with Performance contract, unit rates negotiations shall not take place.</p>
<p>32. Conclusion of Negotiations</p>	<p>32.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant’s authorized representative.</p> <p>32.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>

<p>33. Award of Contract</p>	<p>33.1 After completing the negotiations the Client shall sign the Contract; publish the award information as per the instructions in the Data Sheet; and promptly notify the other technically qualified Consultants Or upload the detail on the website.</p> <p>33.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>
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Instructions to Consultants

E. Data Sheet

A.General	
ITC Clause Reference 1(b) (Definition)	Republic of India
2.1	<p>Name of the Client: <i>Kakinada Smart City Corporation Limited</i> (KSCCL) represented by MD/CEO</p> <p>Method of selection: Quality and Cost Based Selection (Time Based-Linked with Performance).</p>
2.2	<p>Financial Proposal to be submitted together with Qualification Documents and Technical Proposal: Yes</p> <p>The name of the assignment is: Assisting Kakinada Smart City Corporation Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Kakinada City of Andhra Pradesh.</p>
2.3	<p>A pre-bid meeting will be held: Yes</p> <p><i>[If “Yes”, fill in the following:]</i></p> <p>Date of pre-bid meeting: 07-05-2016, Time : 11:00 Hrs</p> <p>Address: <u>Municipal Corporation, Cinema Road, Kakinada</u></p> <p>Telephone: _____ Facsimile: _____</p> <p>E-mail: kakinadasmartcitycorpltd@gmail.com</p> <p>Contact person/ coordinator:</p> <ol style="list-style-type: none"> 1. Sri S. Aleem Basha, Managind Director, KSCCL, Kakinada shaikaleembasha@yahoo.co.in Cell : 7093320018 2. Sri M.V. Suryanarayana, Executive Engineer, Municipal Corporation Kakinada. vvenkatasurya99@yahoo.com Cell : 9849906516
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <p>Smart City Proposal of Kakinada City can be downloaded from government of India’s Smart City website http://smartcities.gov.in under city challenge</p>

	<p>and the website of Kakinada Municipal Corporation link Kakinadacorporation.ap.gov.in (http://smartcities.gov.in/winningCityp1.htm).</p> <p>The Consultants are requested to study the document in detail.</p>
4.1	NA
B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English Language.</p> <p>All correspondence exchange shall be in English Language.</p> <p>No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English by approved/authorized/licensed translator², in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p>Qualification Documents (Envelope-A) 1st Inner Envelope</p> <ol style="list-style-type: none"> (1) Letter of Submission of Proposal (2) Power of Attorney to sign the Proposal (3) Format for Memorandum of Understanding (MOU) for Joint Bidding in case of consortium (4) Financial Qualification Forms (5) Technical Qualification Forms (6) Affidavit Certifying that Consultant (Consulting Firm)/ Director(s) of Consulting Firm are not Blacklisted. <p>AND</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>2nd Inner Envelope (Envelop-B)</p>

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

	<p>(1) TECH-1 (2) TECH-2 (3) TECH-3 (4) TECH-4 (5) TECH-5 (6) TECH-6</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal (if applicable):</p> <p>(1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
10.2	Statement of Undertaking is required : Yes
11.1	<p>Joint venture (JV) can be maximum of 06(six) firms/partners.</p> <p>Participation of Key Experts and Non-Key Experts in more than one Proposal is permissible : No</p>
12.1	Proposals must remain valid for 120 calendar days after the proposal submission deadline (i.e., until: [20-09-2016]).
13.1	<p>Clarifications may be requested no later than 01 (one) days prior to the pre-bid meeting date.</p> <p>The contact information for requesting clarifications is: <u>Sri M.V. Suryanarayana, Executive Engineer, Municipal Corporation,</u> <u>Kakinada Cell : 9849906516 E-mail: vvenkatasurya99@yahoo.com</u></p>
14.1.1	<p>Consultants may associate with</p> <p>(a) non-Qualified Consultant(s): No - Or (b) other Qualified Consultants No -</p>
14.1.2	<p>As per the Detail provided in the TOR.</p> <p>Above values are given for evaluation and Comparison of proposals</p>

	<p>only. If a proposal includes less than the minimum time - input, the client will adjust the proposal price in line with standard procurement guide lines.</p> <p>The proposals that quoted higher than the required minimum of time - input will not be adjusted.</p>
15.2	<p>The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP).</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.1	<p>Reimbursable Expenses:</p> <p>(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></p> <p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>cost of office accommodation, including overheads and back-stop support;</i></p> <p>(4) <i>communications costs;</i></p> <p>(5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></p> <p>(6) <i>cost of reports production (including printing) and delivering to the Client;</i></p> <p>(7) <i>other allowances where applicable and provisional or fixed sums (if any)]</i></p>
16.2	<p>A price adjustment provision applies to remuneration rates: Yes.</p>
16.3	<p>Amount payable by the Client to the Consultant under the contract to be subject to local taxation: Yes</p> <p>The Client will</p> <p>-reimburse the Consultant for service tax at time of release of the bill after submission of proof of the payment of service tax – Yes</p> <p>-reimburse the Consultant income tax paid in India on the remuneration for services provided by the non-resident staff of the consultant – No</p>

16.4	<p>The Financial Proposal shall be stated in the following currencies:</p> <p>Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.</p> <p>The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes</p>
17.1	<p>An EMD of INR. 20,00,000.00 (Indian Rupees Twenty Lacks) in the form of DD or BG from a scheduled bank in India and drawn in favour of the Kakinada Smart City Corporation Limited and payable at Kakinada, must be submitted along with the Proposal.</p> <p>If the EMD is submitted through BG, the minimum validity date of the BG should be 180 days from the last date of submission of the bids.</p>
19.1	<p>Bid Documents fee INR. 20,000.00 (Indian Rupees Twenty Thousand only) shall be paid through DD in favour of the Kakinada Smart City Corporation Limited and payable at Kakinada and Bid Processing Fee shall be paid online as per applicable norms. The bid document fees is Non-Refundable.</p>
C. Submission, Opening and Evaluation	
20.1	<p>The Consultants shall submit their Proposals Physically (Hard Copy) as well as online as per clause 20.4 of the data Sheet.</p> <p>Note to the Consultants for e tendering:</p> <p>a) In participation in e-tendering of Employer, it is mandatory for prospective Consultants to get registered on website www.eprocurement.gov.in. Thus, it is advised to all prospective Consultants to get registration by making on line registration fees.</p> <p>b) It is mandatory that the Consultants are required to sign their bids online using Digital Signature Certificates, so the same should be obtained the same at the earliest if not obtained already..</p> <p>c) For further information regarding issue of Digital Signature Certificate, the Consultants may visit website www.eprocurement.gov.in. It is to be noted that it may take upto 7 to10 working days for issue of Digital Signature Certificate.</p>

	<p>Employer shall not be responsible for any delay in issue of Digital Signature Certificate.</p> <p>d) If Consultant is bidding first time for e-tendering, then it is obligatory on the part of Consultant to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.</p> <p>e) Consultant must positively complete online e-tendering procedure at www.eprocurement.gov.in.</p> <p>f) For any type of clarifications Consultants can visit www.eprocurement.gov.in. and help desk Nos. 040 44426253/54/55/56, fax no. 040 44426252 and email : helpdesk.eproc@vayamtech.com</p> <p>For any Policy related matter / clarifications</p> <p>Please contact VAYAM TECHNOLOGIES LTD, Plot no.107, 1st Floor, Lumbini enclave, opp. NIMS Hospital, Panjagutta, Hyderabad.</p> <p>The proposals shall be submitted physical as well as online only as indicated above.</p> <p>g) The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be submitted as per the formats provided in the RfP.</p> <p>h) An authorized representative of the Consultants shall initial all pages of the original Technical Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The Technical Proposal shall be submitted in Physical form in original and the scanned copy of the original in pdf form shall be uploaded on the Employers website duly digitally signed. The signed Technical Proposal shall be marked "ORIGINAL". The financial Proposal shall be submitted online only and shall be signed digitally.</p> <p>i) The original Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" followed by the name</p>
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	<p>of the Assignment/job. The envelopes containing the Technical Proposals, EMD, cost of bid documents, power of authority and proof of processing fees paid online shall be placed into an outer envelope and sealed physically as well as digitally as applicable. The technical proposal, EMD, power of authority , document fee and proof of on line purchase of bid document and processing fee shall be submitted in Physical form (hard copy) along with 3 copies and scanned copy of the technical proposal and EMD, power of authority shall be submitted online be sealed digitally. The Financial Proposal shall be submitted online only and shall be sealed digitally. This outer envelope of the physical submission shall bear the submission address, name of assignment/reference number be clearly marked “DO NOT OPEN, BEFORE <i>[insert the time and date of the opening indicated in the Data sheet/key dates]</i>”. The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted online digitally sealed, this will constitute grounds for declaring the Proposal non-responsive.</p> <p>j) The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Employer no later than the time and the date indicated in the Data sheet, or any extension to this. Any proposal received by the Employer after the deadline for submission shall be returned unopened.</p>
<p>20.4</p>	<p>The Consultant must submit the following:</p> <p>Physical Submission: One Original and 3 copies of the original Technical proposals : Original Copy of Technical proposal, EMD, Power of Authority, cost of bid documents and proof of online payment bid processing fee.</p> <p>Online submission</p> <p>(a) Scanned copy of original Technical proposal, EMD, Power of Authority, cost of bid documents in pdf format</p> <p>(b) Financial Proposal</p>
<p>20.7 and</p>	<p>The Proposals must be submitted no later than:</p>

20.9	<p>On line Submission Date:23rd May 2016 [for example, 15 January 2011] Time:17.00 Hrs [insert time in 24h format, for example, “16:00 local time”]</p> <p>Physical Submission</p> <hr/> <p>Date: 28th May 2016 day/month/year [for example, 15 January 2011] Time:11.00 Hrs [insert time in 24h format, for example, “16:00 local time”]</p> <p>[add translation of the warning marking [“Do not open....”] in the national language to the outer sealed envelope]</p> <p>The Proposal submission address is:</p> <p>Physical Submission : Kakinada Smart City Corporation Limited C/O Kakinada Municipal Corporation Office Cinema Street, Kakinada Andhra Pradesh (INDIA) Pin 533001</p>
23.1	<p>An online option of the opening of the Technical Proposals is offered: Yes as per clause 20.1 of the Data Sheet.</p> <p>The opening shall take place at: [Insert: “same as the Proposal submission address” OR insert and fill in the following: Street Address: Kakinada Smart City Corporation Limited C/O Kakinada Municipal Corporation Office Cinema Street, Kakinada Andhra Pradesh (INDIA) Pin 533001 Date and Time : same as the submission deadline indicated in 20.7</p>
23.2	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals N/A</p>

<p>25.1</p>	<p>Qualification Documents (Envelop A):</p> <p>25.1.1. Registration:</p> <p>a. The Consultant shall be a company incorporated in India under the (Indian) Companies Act 2013 or a company incorporated under equivalent law abroad. The Consultant shall be required to submit a true copy of its Incorporation Certificate along with the Proposal.</p> <p>b. Consultant must have a valid service tax registration in India. The Consultant shall be required to submit a true copy of its Service Tax registration certificate along with the Proposal.</p> <p>Note: All the Consultant/JV / consortium members shall meet the above condition.</p> <p>25.1.2. Financial Eligibility :</p> <p>a. Minimum Average Annual Turnover from professional fee: Indian Rupees (INR) 25.00 (twenty fifty) Crores in the last five financial years 2011-12, 2012-13, 2013-14, 2014-15 and 2015-16.</p> <p>Note:</p> <p>In case of JV/Consortium, minimum annual average Turnover of each Company Indian Rupees (INR) 5.00 Crores. Subject to the satisfying Clause no.25.1.2</p> <p>25.1.3 Technical Eligibility:</p> <p>The Consultant shall over the past 10 (ten) years preceding the Proposal submission date, demonstrate experience in assignments as providing Project Development/ Project management/project Design & Supervision/ Project Design, Supervision and Management consultancy services at governmental levels (Central/State/Municipal/Public Sector Undertaking).</p> <p>(a) Experience in Infrastructure Projects (Sector/ Area development) like</p> <ul style="list-style-type: none"> (i) Townships; or (ii) Special Economic Zones; or (iii) Area/Sector Development; or (iv) Integrated real estate development <p>(b) Experience in Infrastructure Projects (City level) like</p> <ul style="list-style-type: none"> (i) Water supply system; or (ii) Storm Water drainage; or (iii) Sewerage System; or
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	<ul style="list-style-type: none"> (iv) Reuse of waste water; or (v) Urban Transport (vi) Solid waste management (vii) River front Development <ul style="list-style-type: none"> (c) Experience in Infrastructure Projects (City level) like <ul style="list-style-type: none"> (i) Affordable Housing (d) Experience in preparation and/or implementation of Social Development plans like <ul style="list-style-type: none"> (i) Community Partnerships; or (ii) Safe City Solutions; or (iii) Health Care services; or (ii) Street Venders Improvements (iii) Skill Development (e) Experience in preparation and/or implementation like <ul style="list-style-type: none"> (i) Energy Efficiency Initiative plans (LED street lighting); or (ii) Energy Efficiency Pumps (Water supply system or waste water system); or (iii) Solar City program; or (f) Experience in installation and/or operation & management like <ul style="list-style-type: none"> (i) Area/City wide ICT based Smart Solutions; or (ii) Public Internet Access Centre (iii) Smart Water Meters / Power (iv) Installation/implementation and monitoring of SCADA; or (v) Smart Environment Management; or (vi) Digital Literacy Initiative (g) Experience in development/ implementation of PPP Projects <p>25.1.4 Technical Proposal (Envelop B)</p> <p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">S No</th> <th style="width: 60%;">Description</th> <th style="width: 30%;">Maximum Points</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">(i)</td> <td>Specific experience of the Consultant (as a Firm) relevant to the assignment</td> <td style="text-align: center;">25</td> </tr> </tbody> </table>	S No	Description	Maximum Points	(i)	Specific experience of the Consultant (as a Firm) relevant to the assignment	25
S No	Description	Maximum Points					
(i)	Specific experience of the Consultant (as a Firm) relevant to the assignment	25					

S No	Description	Maximum Points
	Sub Criteria	
	<p>Experience in assignments as providing Project Development/ Project management/project Design & Supervision/ Project Design, Supervision and Management consultancy services at governmental levels (Central/State/Municipal/Public Sector Undertaking). The Projects of value greater than or equal to Rs. 50.00 crores shall only be considered for evaluation except for the projects indicated under serial number (d) below.</p> <p>(a) Experience in Infrastructure Projects (Sector/ Area development) like (i) Townships; or (ii) Special Economic Zones; or (iii) Area/Sector Development; or (iv) Integrated real estate development</p> <p>[one(1) mark per project subject to maximum 04 (four) marks.]</p> <p>(b) Experience in Infrastructure Projects (City level) like (i) Water supply system; or (ii) Storm Water drainage; or (iii) Sewerage System; or (iv) Reuse of waste water; or (v) Urban Transport (vi) Solid waste management (vii) River front Development [Projects value greater than or equal to Rs. 50.00 crores will only be considered].</p> <p>[one(1) mark per project subject to maximum 08 (six) marks.]</p> <p>(c) Experience in Infrastructure Projects (City level) like (i) Affordable Housing [one(1) mark per project subject to maximum 01 (one)]</p> <p>(d) Experience in preparation and/or implementation</p>	

	<p>of Social Development plans like</p> <ul style="list-style-type: none"> (i) Community Partnerships; or (ii) Safe City Solutions; or (iii) Health Care services; or (iv) Street Venders Improvements (v) Skill Development <p>[one(1) mark per project subject to maximum 01 (three) marks.]</p> <p>(e) Experience in preparation and/or implementation like</p> <ul style="list-style-type: none"> (i) Energy Efficiency Initiative plans (LED street lighting); or (ii) Energy Efficiency Pumps (Water supply system or waste water system); or (iii) Solar City program; or <p>[one(1) mark per project subject to maximum 02 (two) marks.]</p> <p>(f) Experience in installation and/or operation & management like</p> <ul style="list-style-type: none"> (v) Area/City wide ICT based Smart Solutions; or (vi) Public Internet Access Centre (vii) Smart Water Meter (viii) Installation/implementation and monitoring of SCADA; or (v) Smart Environment Management; or (vi) Digital Literacy Initiative <p>[one(1) mark per project subject to maximum 04 (four) marks.]</p> <p>(g) Experience in development/ implementation of PPP Projects</p> <p>[one(1) mark per project subject to maximum 05 (five) marks.]</p>	
(ii)	Adequacy and quality of the proposed methodology, and work plan in responding to the terms of Reference (TORs)	35
	Sub Criteria	
	<ul style="list-style-type: none"> (a) Technical Approach, Methodology including Presentation³ –20 Marks (b) Work Plan – 10 Marks (c) Organization and Staffing – 05 Marks <p><i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs as applied to the Smart City Proposal (SCP), work plan to analyze the SCP is realistic and implementable; overall team composition is balanced and has an appropriate skills mix to convert the SCP to modules/projects ; and the work plan has right input of Experts}</i></p>	
<p>³ For Technical approach and methodology presentation Consultants whosoever Shall qualify in the qualification documents shall be informed electronically in writing regarding the date of presentation.</p>		
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	<p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>For all the above positions except Infrastructure Specialist</p> <ol style="list-style-type: none"> 1) General qualifications(general education, training, and experience): 20% 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 80% <p>For the positions of Infrastructure Specialist</p> <ol style="list-style-type: none"> 1) General qualifications(general education, training, and experience): 20% 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 75% 3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 5% <p style="text-align: right;">Total weight: 100%</p>
27.1 & 27.2	<p>An online option of the opening of the Financial Proposals is offered: Yes _____</p> <p>Financial proposal (Envelop C) shall be opened online only.</p>
29.1	<p>For the purpose of the evaluation, the Client will exclude:</p> <ol style="list-style-type: none"> (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract’s invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client’s country. If is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.
30.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: <u>Indian Rupees</u></p> <p>The official source of the selling (exchange) rate is: <u>State Bank of India [SBI] (New Delhi) BC Selling rate of Exchange.</u></p>

	<p>The date of the exchange rate is: Dead line for submission of proposals specified in para 20.7 above.</p>
<p>31.1 (QCBS only)</p>	<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 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 x T% + Sf x P%.</p>
	<p>D. Negotiations and Award</p>
<p>32.1</p>	<p>Expected date and address for contract negotiations: Date : Will be intimated Later day/month/year[<i>for example, 15 January 2011</i>] Address: KSCCL, Municipal Office, Cinema Road, Kakinada 533101.</p>
<p>33.1</p>	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: Will be in clints website[<i>insert the website(s) address where the information will be published.</i>]</p> <p>The publication will be done within [<i>7 Days insert number of</i>]days after the contract signing.</p>
<p>33.2</p>	<p>Expected date for the commencement of the Services: Date: 15 Days after signing of Agreement_[<i>insert month and year</i>] at: Kakinada (Andhra Pradesh)</p>

Section 3. Qualification documents and Technical Proposal – Standard Forms

QUALIFICATION DOCUMENTS

APPENDIX-1 : QUALIFICATION DOCUMENTS PROPOSAL SUBMISSION FORM [On the Letter head of the Applicant (Lead Member in case of Consortium)]

{Location, Date}

To:

**Kakinada Smart City Corporation Limited
C/O Kakinada Municipal Corporation Office
Cinema Street, Kakinada
Andhra Pradesh (INDIA)
Pin 533001**

**Ref: RfP for Assisting KSCCL to Design, Develop, Manage and Implement Smart City
Projects under Smart City Mission (SCM) in Kakinada City of Andhra Pradesh.**

Dear Sirs:

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

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

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant. }

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Client’s policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a any State Government or Government of India or any multilateral funding agency or any Government of the all the eligible countries.
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of India.
- (g) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in **ITC Clause 12** may lead to the termination of Contract negotiations.
- (h) We confirm that our Application is valid for a period of 120 (one hundred and twenty) days from (Application submission online Due Date)
- (i) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

APPENDIX 2: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

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

Power of Attorney

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

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

For _____
(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note:

- *To be executed by the Lead Member in case of a Consortium.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *In case the Application is signed by an authorised Director of the Applicant, a certified*

copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

APPENDIX 2 : FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

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

Power of Attorney

Whereas Kakinada Smart City Corporation Limited (“KSCCL”) has invited applications from interested parties for **assisting KSCCL to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Kakinada City of Andhra Pradesh** (the “Project”),

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

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

NOW THIS POWER OF ATTORNEY WITNESSTHAT;

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

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

Dated this theDay of2016

.....
(Executants)

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

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the

executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

APPENDIX-3 : FORMAT FOR MEMORANDUM OF UNDERSTANDING (MOU) FOR JOINT BIDDING

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

This Memorandum of Understanding (MoU) entered into this ____day of _____ 2015at _____among_____ and having its registered office at _____, (hereinafter referred as”_____”, which expression unless repugnant to the context or meaning thereof includes its successors and permitted substitutes) of the First Part

and

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

and

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

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

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

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

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

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

1. First Party
 2. Second Party
 3. Third Party
- n ----- Party

Witness:

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

APPENDIX – 4 FINANCIAL QUALIFICATION OF THE APPLICANT

S. No.	Financial Year	Annual Turnover (Rs. crore)	Amount equivalent as per the year 2015-16
1	Financial Year 2011-12		
2	Financial Year 2012-13		
3	Financial Year 2013-14		
4	Financial Year 2014-15		
5	Financial Year 2015-16		

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

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

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

APPENDIX – 5 TECHNICAL QUALIFICATIONS EXPERIENCE

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

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

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

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

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

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

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

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

Duration	Assignment name/ & brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR. equivalent)/ Amount paid to your firm	Role on the Assignment	Certificate from the client provided
{ e.g., Jan-May 2008 }	{ e.g., “Support to sub-national government.....” : drafted secondary level regulations on..... }	{ e.g., municipality of....., country }	{ e.g., INR 2 Cr. }	{ e.g., sole Consultant }	Yes/No Copy of agreement if international then apostle; b. Copy of completion certificate; [Issued by Competent Authority]

(Name and Sig of Authorized Signatory)

**APPENDIX 6: FORMAT FOR AFFIDAVIT CERTIFYING THAT CONSULTANT (CONSULTING FIRM)/
DIRECTOR(S) OF CONSULTING FIRM ARE NOT BLACKLISTED**

(On a Stamp Paper of relevant value)

Affidavit

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

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

Dated thisDay of, 201....

Name of the Applicant

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Note:

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

Technical proposal Submission Forms

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

CHECKLIST OF REQUIRED TECHNICAL PROPOSAL FORMS

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

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

Kakinada Smart City Corporation Limited
C/O Kakinada Municipal Corporation Office
Cinema Street, Kakinada
Andhra Pradesh (INDIA)
Pin 533001

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Assisting Kakinada Smart City Corporation Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Kakinada City of Andhra in accordance with your Request for Proposals dated [23-04-2016] and our Proposal for QCBS method of selection. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate sealed envelope”.

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

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

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

- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Client’s policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our sub-consultants, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a any State Government or Government of India or any multilateral funding agency or any Government of the all the eligible countries.
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of India.
- (g) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company’s name or JV’s name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

FORM TECH-2

CONSULTANT’S ORGANIZATION AND EXPERIENCE

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

A - Consultant’s Organization

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

B - Consultant’s Experience

1. List only previous similar assignments successfully completed⁴ in the last 10 (ten) years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

⁴ For similar assignments successfully completed, copy of Contract agreement or Completion Certificate from the competent authority needs to be attached.

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

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

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

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

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

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

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

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

FORM TECH-5(FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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



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

FORM TECH-6(FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS’ INPUTS

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

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22)working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the Project Office at Kakinada (AP), India in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence but not at Project Office i.e. not physically present in Kakinada (AP), India .

Full time input 
Part time input 

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

Period	Employing organization and your title/position. Contact info and 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:

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

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

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, and/or sanctions by the Bank.

{ day/month/year }

Name of Expert	Signature	Date
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{ day/month/year }

Name of authorized Representative of the Consultant (the same who signs the Proposal)	Signature	Date
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Section 4. Financial Proposal - Standard Forms

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

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

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

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{ Location, Date }

To:

Kakinada Smart City Corporation Limited
C/O Kakinada Municipal Corporation Office
Cinema Street, Kakinada
Andhra Pradesh (INDIA)
Pin 533001

Dear Sirs:

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

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, *including of all indirect local taxes in accordance with Clause 28.1 in the Data Sheet excluding service tax*. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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

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

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

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

FORM FIN-2 SUMMARY OF COSTS

Item	COST
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet ; delete columns which are not used}
	<i>{Indian National Rupee}</i>
Cost of the Financial Proposal including all costs, taxes, duties etc., but excluding service tax	
Including:	
(1) Remuneration	
(2) Reimbursable	
Total Cost of the Financial Proposal: {Should match the amount in Form FIN-1}	

Footnote: Payments will be made in the *Indian National Rupee*

FORM FIN-3 BREAKDOWN OF REMUNERATION

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

A. Remuneration					
No.	Name	Position (as in TECH-6)	Person-day Remuneration Rate	Time Input in Person/Days (from TECH-6)	{Indian National Rupee}
Key Experts (Core Team)					
K-1			[Home]		
			[Field]		
K-2					
Non-Key Experts (Support Team & Support Staff)					
N-1			[Home]		
N-2			[Field]		
Total Costs					

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

B. Reimbursable Expenses					
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	<i>{Indian National Rupee}</i>
	{e.g., Per diem allowances**}	{Day}			
	{e.g., International flights}	{Ticket}			
	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between Insert place and Insert place}				
	{ e.g., reproduction of reports}				
	{e.g., Office rent}				
				
	{Training of the Client’s personnel – if required in TOR}				
Total Costs					

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

Section 5. Eligible Countries

In reference to ITC 6.3, for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this selection: **None**

Section 6. Corrupt and Fraudulent Practices

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

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

- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁵;
- (e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (f) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

⁵ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

Section 7. Terms of Reference

Term of Reference for Project Management Consultant

7.1. Background

- 1.1.1 Government of India has announced the list of 20 cities to be taken up for development as smart cities in 1st round. The cities have to now move towards converting their plan proposals to projects.

7.2. Objective of the Assignment

- 7.2.1. The objective of the assignment is to provide direct assistance to Kakinada Smart City Corporation Limited to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Kakinada City of Andhra Pradesh as per para 10.6 of Smart City Mission Guidelines.

7.3. Scope of Services

1. The Consultant shall support the Kakinada Smart City Corporation Limited in overall project management of Smart City projects of Kakinada City, including designing, developing, managing and implementing smart city projects identified by the Kakinada City on the following two outputs:
 - (i) Output1: Area Based Development
 - (ii) Output2: Pan-city Solution
2. Under this assignment the consultant is required to review projects identified by the Smart City, for Area Based Development as well as for Pan City Solution (Smart City Proposal Can be downloaded from the website of Smart City mission <http://smartcities.gov.in/winningCity1.htm>). The project detail (module wise) is attached at **Annexure I [Attach smart city project detail (Module wise)]**. The consultant will carry out required investigations, design, prepare feasibility report, Preliminary Design Report/ Detail Design Report (PDR/DPR), and assist in procurement of implementing partner/agency(ies) expeditiously. The PMC shall assist Client in preparation of RFPs for the procurement of implementing partner(s)/ Agency(ies). The PMC shall not sub contract any of the activities defined in the scope of the assignment to any other consulting firm.
3. The PMC shall also assist the Client in supervision & monitoring of the work of implementing agencies and shall be responsible for overall management of the project.

-
4. The RFPs prepared by the PMC for procurement of implementing partner/agency(ies) for implementation of Smart City Projects, will follow International Competitive Bidding (ICB) method .

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

7.3.1. Output 1: Area Based Development:

A. Project Development

- I. Integrated Projectisation - The consultant will review and re-verify the integrated modules (group of projects) in the smart city proposal and regroup them into modules in consultation with the Client.
- II. Consult the available documents such as city development plans /strategy plans, sanitation plans. mobility plan and review feasibility study etc.
- III. Review existing status of physical Infrastructure and other available secondary data.
- IV. Identify requirements of surveys, studies and investigations;
- V. Carry out necessary surveys, investigations, situational analysis, cost benefit analysis, prepare preliminary project cost estimates.
- VI. Review the available GIS maps and integrate to the possible extent to develop area wise spatial mapping on assets.
- VII. Prepare feasibility study report of modules (group of projects) to ascertain both technical and financial viability based on financial models. The feasibility report should describe the various technical options with recommendation for most appropriate option
- VIII. Preparation of project development and implementation road map, project prioritization, carryout project phasing matrix and risk mitigation plan.
- IX. Review land availability, rehabilitation - resettlement & environmental issues for identified projects
- X. Coordinate with stakeholders and other departments of central and state governments wherever convergence is required, to facilitate integration with AMRUT, Digital India, Skill India, Make in India etc. and develop module wise action plan for completion of work
- XI. Identify the possibility of private / public participation in the service delivery, as feasible and applicable and prepare contract document for such packages.

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- XII. Based on the approved feasibility report prepare module wise preliminary/detailed designs report (PDR/DPR) as per requirement of the project in accordance with established engineering practices, tender drawings, and cost estimates etc.
 - XIII. For preparing DPR, the consultant will carry out all the required engineering surveys and investigations⁶ such as total station/LiDAR survey, geotechnical investigation, soil survey, construction material survey, ground water investigation i.e. hydro-geological investigations, rainfall data collection, identification of underground utilities and their mapping, water sampling and analysis etc. including sufficient off-site information to allow relationship with possibly useable off-site infrastructure to be established.
 - XIV. The PDR/DPR should also include assessment of utility shifting requirements and costs estimations including O&M requirements and estimates; preparing document required for statutory clearances and other clearances like Railway, Forest, National Highways etc. including environment management plan (EMP) and mitigation measures;
 - XV. Assist the Client on technical, commercial, financial, and legal aspects for project development as per requirement.
 - XVI. Finalize arrangement for contracting including exploring options for PPP/ Service Level Agreements;
 - XVII. Provide transaction advisory and bid process management support including preparation of bid documents, managing bid process including assist in issuing of bid invitation, addendum/corrigendum, and clarifications to the bidders queries, bid evaluation, selection of contractors, award of contract and signing of contract(s);
 - XVIII. The draft contract to be included in the bidding document shall among other things, clearly define the obligations of the implementing agencies including specifying rules and procedures to address non-performance of contractual obligations.
 - XIX. The Client may get the bid document certified/accredited by Independent Agency such as CBUD (MoUD).

B. Project Facilitation and Implementation (Construction Supervision and Contract Management)

⁶ Required Survey and Investigations in consultation and approval of the Client

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

- i. Assist Client to conduct stakeholder consultation during design and implementation process.
- ii. Provide advice and guidance to the *Client* for modern procedures and guidelines for project implementation and management in general.
- iii. Contract administration and Management of the modules;
- iv. Develop technical specifications for each Module
- v. Supervise and monitor construction work of each contracted module;
- vi. Scrutinize the implementing agency's detailed work program and guide implementing agency in preparation of supervision schedule/ work plan for each module;
- vii. Scrutinize construction methods proposed by implementing agency including environmental, safety, personnel and public issues;
- viii. Assess the adequacy of the contractors' inputs in material, labor and construction methodology and provide advisory whenever required;
- ix. Formulate a rehabilitation & resettlement framework as per requirement and monitor implementation of Social safeguards & environmental standards, if any.
- x. Carry out necessary quality control activities and certify that the quality of works conforms to the specifications and drawings;
- xi. Supervising the construction of various contract packages for related outputs of the Program
- xii. Record the work measurement jointly by PMC and Client and certify the contractor's bill and recommend for making payments to Client.;
- xiii. Assist the Client in interim and final certification of the bills of payment;
- xiv. Furnish the detailed construction drawings as necessary during continuance of the contract or checking and recommendation of drawings for approval as required;

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- xv. Assist for resolution of all contractual issues including examining the contractor's claims for variations/ extensions or additional compensations etc and prepare recommendations for approval by the Client;
 - xvi. Assist third party inspection of work carried out by implementation agency(ies), if necessary, as decided by Client;
 - xvii. Assist Client in obtaining all necessary permissions and complying with statutory requirements as required prior to construction, such as permissions from line departments viz. Railway, Road Transport, Highways, Department of Archaeology, Department of Forests and National Parks etc.
 - xviii. Review and issuance for execution of contractors' design and drawings with approval of Client for lump sum turnkey contracts and review the project documents and give recommendations as required for PPP projects.
 - xix. Review and finalize the "as built" drawings submitted by Contractor;
 - xx. Assist the Client in issue of completion certificates;
 - xxi. Inspect the works at appropriate intervals during defect liability period and certification issue;
 - xxii. Prepare on behalf of *Client fortnightly* monthly project progress reports describing the physical and financial progress of each subproject, highlighting impediments to the quality and progress of the works and remedial actions, to be submitted to Client ;
 - xxiii. Assist *Client* in monitoring of progress as per the Program Performance Monitoring System (PPMS) or as required by Client including on–line monitoring.
 - xxiv. Develop and maintain project management information system (PMIS) to track project progress and generate MIS progress reports such as physical and financial progress, including on–line PMIS;
 - xxv. Develop and implement procedure for timely payments to the implementing agency(ies) and monitor for compliance.
 - xxvi. Support Client in overall Project Management and coordination with implementing agencies, government agencies, private players, technology service providers and others.

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- xxvii. Support Client to meet compliance requirements as and when required.
 - xxviii. Support Client in documentation and presentation of outputs
 - xxix. Prepare Capacity building plan and Change Management Plan
 - xxx. Monitor and maintain issue tracker and keep on updating the status of all risks and issues from time to time.
 - xxxi. The projects of Water Supply, Sewerage and storm water drain (design, develop) within the municipal Corporation limits of the Kakinada Municipal Corporation and managing and implementation in ABD area only.**

7.3.2. Smart Solution (ABD & Pan-city Projects)

A. As-Is (Situation Analysis)

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

B. Feasibility Study

a. To-Be & Requirement Specifications

- i. Prepare the separate To-Be of each ABD Project & Pan Solution.
- ii. Identify & prepare the interface of integration between the projects under To-Be.

-
- iii. Submit a simple & clear architecture of whole To-Be system consisting of all ABD & Pan Solution modules in an integrated manner.
 - iv. Prepare the functional & non-functional requirements specifications.
 - v. Prepare Networking and connectivity requirements
 - vi. Identify & prepare Data digitisation requirements
 - vii. Identify & prepare Training requirements
 - viii. Study various technologies and suggest the most viable techno-economic solution.
 - ix. Prioritize the activities of the projects/components and prepare a tentative implementation plan.
 - x. Identify risks and suggest mitigations plans.

b. Financial Implications and Viability

- i. Identify financial implications involved in the project based on the techno-economic estimated cost.
- ii. Identify the possibility of private/public participation in the service delivery of the project, as feasible and applicable.
- iii. The financial viability of the project based on different financial models and recommend suitable model for each module indicating the rationale.
- iv. Assist Client in consultation for each sub project or group of sub projects as applicable, with stakeholders to discuss the project wise scope identified and future use of the suggested solution architecture.

C. Detailed Project Report (DPR)

- i. Prepare a DPR including but not limited to the following:
 - a) Module components/ phases
 - b) Analyze the future projections and demand assessment.
 - c) Prepare conceptual plan for implementation & integration of different components into the system.
 - d) Solution Architecture, Technical Requirements, Application Architecture, Technology & Deployment Architecture, Network & Server Architecture, Security Architecture, integration with other initiatives, Service Level Agreements & Monitoring Tool.
 - e) Standardization Requirements
 - f) Detailed Bill of Material for the complete integrated System

D. Bid Process Management for selection of System Integrator (SI)

The bid process management shall include;

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

E. Smart Solution Project Implementation Support

The project implementation support shall include

- i. Project Management Activities
 - a) Develop the project plan and project charter
 - b) Coordinate workshops and discussion meetings between Client , State IT Department, State Line Departments, Municipal Corporation Officials, SI, MoUD/(GoI) etc.
 - c) Co-ordinate DPR submissions/approvals of SI.
 - d) Responsible for reviewing the deliverables submitted by SI within a period of 2 week (or as agreed with Client) from the receipt of that deliverable.
 - e) Highlight deviations/issues in the deliverables of SI to relevant authority within the specified time limits and assist SI and Client in resolution of issues.
 - f) Prepare Capacity building plan and Change Management Plan
 - g) Identify the legal changes required and assist in drafting and issuance of Government Orders for giving effect to the BPR
 - h) Ensure that the technology standards, guidelines & frameworks are adhered to during implementation.
 - i) Suggest and co-ordinate capacity building needs and training programs.
 - j) Monitor and maintain issue tracker and keep on updating the status of all risks and issues from time to time.
 - k) Defining the escalation mechanism for timely resolution of issues & risks.
 - l) Co-ordinate for STQC certification.

-
- m) SLA monitoring and suggest changes in SLAs, if required
 - n) Monitoring the performance of the SI against the base project plan
 - o) Monitoring the performance of the overall system in terms of availability & efficiency against the service levels already defined for SI
 - p) Suggest corrective and preventive measures to Client and SI to enhance the performance of the system
 - q) Coordinate with all the stakeholders and support the state departments while interacting with various agencies (internal and external) during the course of the project.
 - r) 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.
- ii. Monitoring the deployment and commissioning of necessary hardware
 - a) Monitoring installation and commissioning of ICT infrastructure
 - b) Monitor the facility management services and help desk of the SI, to ensure system uptime
 - c) Provide fortnightly reports to Client for the status of implementation till “go-live”.
 - iii. Engaging STQC for Audit
 - a) The Consultant will be responsible to engage STQC to conduct the assessment/review of the system before rolling it out. The Consultant shall review and inspect all the procedures and systems relating to the solution.
 - b) The Consultant would be responsible for the outcome in the following areas in such a manner which results in successful STQC certification. Specifically the STQC shall look into:
 - **Application audit :**
 - a) Functionality audit *vis-a-vis* the Functional Requirement Specification (FRS) agreed upon during development phase
 - b) Determine systematic measures implemented to control and secure access to the application programs and data including password controls, user authentications, roles and responsibilities, audit trails and reporting, configuration and interface controls, etc.
 - c) Review of database structure including:
 - d) Classification of data in terms of sensitivity & levels of access

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- e) Security measures over database installation, password policies and user roles and privileges
 - f) Access control on database objects – tables, views, triggers, synonyms, etc.
 - g) Database restoration and recoverability
 - h) Audit trails configuration and monitoring process
 - i) Network connections to database
 - **Review of Network and Website will include:**
 - a) Penetration and vulnerability testing
 - b) Security exposures to internal and external stakeholders
 - c) Installation of requisite prevention systems like Intrusion Prevention Systems (IPS), etc.
 - **Review and Implementation of Security Policies and Controls will include:**
 - a) Review of backup process, including schedule, storage, archival and decommissioning of media
 - b) Physical access controls review (over DC and other critical area)
 - c) Incident management process – covering identification, response, escalation mechanisms
 - d) Anti-virus (malware) controls – patching, virus definition file update
 - e) General computer controls review
 - f) Audit of IT Infrastructure will include monitoring the deployment of IT infrastructure at various locations including Data centre and Disaster recovery centre as per the BOM specified for the SI.
 - g) Performance / SLA Audit - whether the actual level of performance of the services is the same as specified in the contract of SI.
 - h) Identify the key issues / bottlenecks in the system and suggest mitigation plans.
 - i) Overall compliance to MSA and SLA - The compliance of the implementation partner with any other obligation under the MSA and SLA.
 - iv. UAT and Go-Live Report
 - a) Assist & support to assess and certify the solution and associated infrastructure & services.
 - b) Planning, preparing & execution of the User Acceptance Test, tracing the functional requirements before the Go Live
 - c) Preparation and submission of Go-Live Report, which should shall include the following:
 - Hardware at various locations and data centre
 - Networking equipments and connectivity
 - Data digitisation and migration

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- Training to the departmental personnel
 - Handholding support
 - Integration with applications of other departments / agencies etc.
 - Any corrective or preventive actions required from any of the stakeholders
 - Highlight the changes required in the applications and ensure that the suggested changes are incorporated in the system by the SI
- v. Monitoring the O&M
- a) Support Client for monitoring of the compliance of the contractual obligations of the SI.
 - b) Monitor the operations and maintenance of the overall system as per the standards and requirements defined for SI including but not limited to resolution of issues, availability of the system, updating hardware or system software etc.
 - c) Ensure that the SLAs and performance levels defined for SI are met as agreement. The Consultant shall review the SLA performance, capacity and effectiveness of the helpdesk set up by the SI.
- vi. The consultant shall be responsible for reviewing the work of System Integrator and recommend payments to the Client.
- 7.3.3. The Consultant shall provide support to the Client for the successful completion of the Smart City Project and its closure.

7.4. Team Composition & Qualification Requirements

- 7.4.1. The Professionals required for this assignment are categorized as core team and support team. The Core team shall provide full person man days' time on the project (field). The support team shall be on the need basis of the assignment.
- 7.4.2. Based on the scope of work, the Consultant shall assess the actual requirement of the Professionals for carrying out the assignment for different project under all [insert the number] modules during the course of the assignment. A reasonable size team of support staff like support design engineers, quantity surveyors, draft men, Junior analysts, field engineers etc. shall also be required to support the professionals. The Consulting firm may deploy the additional staff as per requirement of the assignment.
- 7.4.3. The broad indicative team requirement of professionals as core team & support team and support staff has been indicated below. The consulting firm shall review the composition [position required, number of professionals and man days' for each professional] and finalize as per the requirement of the assignment (modules).
- 7.4.4. The CVs of the core team shall be evaluated for technical score are indicated below:

	Position	Man Months	Minimum Qualification	Minimum Experience
	<ul style="list-style-type: none"> • Core Team [for Facilitation, Development and Implementation of Project (CVs of the following professionals shall be evaluated for Technical score in technical evaluation)] 			
1.	Team Leader	48	Masters in Planning/Master in Civil Engineering/Bachelor in Engineering with MBA or Construction Management	<ul style="list-style-type: none"> • 20 Years experience in Urban Sector • Experience of Project Management in Urban Infrastructure Works. Experience as Team leader/ Deputy Team leader for minimum 5 projects. • Knowledge of urban development policies, issues and Project experience
2.	Deputy Team Leader cum Infrastructure Specialist	48	Master's in Civil Engineering	<ul style="list-style-type: none"> • 15 Years experience in Urban Sector • Experience in citywide urban development and infrastructure planning/ design/ implementation (water supply, sewerage/septage / SWM/ urban roads etc.)etc • Knowledge of urban development issues and Project experience.
3.	Urban Planner	48	Post graduation in Urban Planning	<ul style="list-style-type: none"> • 10 years' experience in integrated land use planning • Experience in GIS based land use planning, preparing Master Plan/CDP/SCP etc • Experience developing Development Control Regulations • Knowledge of land management tools like land pooling, TDR etc • experience in Urban research
4.	Sr. Business Analyst/ BPR Specialist	48	Degree in BE/B-Tech. with MBA	<ul style="list-style-type: none"> • 10 years' relevant experience • Worked in similar capacity for at least 7 years. • Should have worked on at least 1 (one) urban project in government sector in similar capacity.

5.	Urban Finance Specialist	48	Master's Degree in Finance/ Economics/ Chartered Accountant/ Commerce/ ICWA / Post Graduate in Economics with specialization in Public Finance.	<ul style="list-style-type: none"> • 10 years relevant experience. • Experience of municipal finance analysis, municipal budgeting and accounting and financial projections. • Experience in working with ULB • Experience in Financial Modelling in Urban Infrastructure and PPP.
Support Team (Development and Implementation Professional) : The CVs shall be submitted by the Consultant for the following professionals but shall not be evaluated for technical scores in technical evaluation:				
1.	Water Supply Expert	12	Post Graduation in Civil Engineering.	<ul style="list-style-type: none"> • 15 years' experience in water supply projects • Design and restructuring of water supply / distribution network projects • Experience in Operation & Maintenance of Urban Water Supply schemes.
2.	Landscape pavement design Architects	12	Master's degree in Landscape Architecture with Degree in Architecture	<ul style="list-style-type: none"> • 10 years' relevant experience • Experience in preparation of technical requirement plans / document pavement design /street scape/ landscaping etc.
3.	Procurement Specialist	18	Degree in Engineering/ Management/ law / Business Administration or Equivalent	<ul style="list-style-type: none"> • 10 years experience in the area of public procurement • Experience in construction contract procurement /management in infrastructure projects. • Knowledge of state purchase Manuel
4.	Construction Manager	42	<ul style="list-style-type: none"> • Graduate in Civil Engineering 	<ul style="list-style-type: none"> • 10 years' experience in construction management of Urban Service delivery projects (Water Supply/ Sewerage/ Drainage / Drainage/ Solid Waste Management). • Knowledge of different construction methodologies. • Knowledge of latest Project Management tools

5.	Urban Designer	12	Masters in Urban Design/Architecture or equivalent	<ul style="list-style-type: none"> • 10 years experience in Urban Designing of a heritage precinct. • Experience in Transit Oriented Development <p>Experience in Local area planning,</p>
6.	Transportation Planner/ Engineer	12	Masters Degree in Transportation Planning/ Transportation Engineering/ Highway Engineering/ Highway Planning/ master in Civil Engineering	<ul style="list-style-type: none"> • 10 years of experience in the area of Urban Transport Planning • Experience in city Mobility Plan preparation, <p>Transit Oriented Development (TOD) /</p>
7.	Waste Water Expert	24	Masters in Environmental Engineering/ Post Graduation in Civil Engineering	<ul style="list-style-type: none"> • 15years experience on water sourcing, planning & management of water supply and waste water projects including recycling and reuse of waste water and rainwater harvesting
8.	Solar Energy/ Renewable Energy Expert	12	B-Tech in Electrical/ Power Engineering / related sector	<ul style="list-style-type: none"> • 7-12 years experience in power projects viz., planning/designing for power generation, transmission and distribution.
9.	Electrical Engineering Expert	9	B-Tech in Electrical/ Power Engineering	<ul style="list-style-type: none"> • 12 years similar experience
10.	Affordable Housing Expert	12	Masters in Urban Planning/Housing	<ul style="list-style-type: none"> • 10years experience in Urban Poverty Alleviation • Experience in affordable housing, low cost housing and cost effective construction technology, slum improvement plan preparation • Knowledge of housing finance etc
11.	Communication Specialist	48	Bachelors Degree in mass communication	<ul style="list-style-type: none"> • 5 years similar experience • Experience in management of multimedia and activities pertaining to social media
12.	Environment Management expert	18	Postgraduate in Environmental Planning / Engineering /Environmental Sciences	<ul style="list-style-type: none"> • 10 years' experience in conducting EIA, environment modelling & preparing Environmental Management plans, Clean Development mechanism.

13.	Utility Engineer	12	Degree in Civil/ Mechanical Engineering	<ul style="list-style-type: none"> • 10 years' experience in utility services.
14.	Social Development Specialist	18	Masters Degree or equivalent in social development disciplines	<ul style="list-style-type: none"> • 10 years experience in years experience in Urban Poverty Alleviation. • Experience in urban social welfare projects/ community mobilization/ Social Development Sub-Plan
15.	Transaction Advisor for PPP Projects	36	MBA (Finance) / CA/CFA or equivalent	<ul style="list-style-type: none"> • 10 years' experience in project funding, structuring of PPP projects. • At least developed 02 (two) PPP projects for which the Concessionaire has been appointed and the projects are in execution and/or in operation mode.
16.	Structural Engineer	12	Masters in Structural Engineering	<ul style="list-style-type: none"> • 10 years related. • Should have the experience in structural design of infrastructure projects.
17.	ICT Expert	48	Masters in Computer Application/ B-Tech in Computer Science/ IT	<ul style="list-style-type: none"> • 12 years in implementing ICT projects in Urban area.
18.	Business Analyst/ Junior BPR Specialist	48	MCA / Post Graduate in any discipline with diploma / degree in IT / BE/B-Tech.	<ul style="list-style-type: none"> • 10 years experience in similar field
19.	Information Security Systems Expert	36	MCA/ B Tech / M Tech in IT with certification in CISSP/ CCSP	<ul style="list-style-type: none"> • 10 years experience in similar field
20.	Solution Architect	42	Degree in Information Technology/ Electronics Engineering or equivalent	<ul style="list-style-type: none"> • 10 years experience in similar field
21.	Networking & IT Infrastructure Specialist	42	MCA/ B Tech / M Tech in IT with certification in CCNA	<ul style="list-style-type: none"> • 10 years experience in similar field
22.	Video Analyst)	36	B-Tech in Information Technology/ Electronics & Communication Engineering / Electronics Engineering / Computer science	<ul style="list-style-type: none"> • 12Years experience in IT field • Minimum 2 years of experience in designing and implementation of large ITMS/ BMS including Surveillance & Video Analytics

23.	IoT, IoE, AoT Specialist	36	BE/B-Tech in Information Technology/ Electronics & Communication Engineering / Computer science	<ul style="list-style-type: none"> • 12Years 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 to develop processes
24.	Disaster Management Expert	6	Graduates with a master's in disaster and emergency management	<ul style="list-style-type: none"> • 5 years experience in relevant field
25.	Horticulture Specialist	6	Be/B-tech/BSC in Horticulture	<ul style="list-style-type: none"> • 10 Years experience in relevant field.
Support Team (Development and Implementation Professional) : The CVs shall not be submitted by the Consultant for the following professionals. But at the time of appointment, CVs shall be got approved by the Client . The remuneration shall be included in the detail of breakdown of remuneration(FIN-3)				
26.	Assistant Construction Manager	168	<ul style="list-style-type: none"> • Graduate in Civil Engineering 	<ul style="list-style-type: none"> • 5 years' experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management)
27.	Senior Support Engineer	192	Graduate in Civil Engineering	<ul style="list-style-type: none"> • 5 years' experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management)
28.	Junior Support Engineer	420	Degree/Diploma in relevant branch	<ul style="list-style-type: none"> • Degree in (relevant branch) Engineering with 2 years' experience Or • Diploma in (relevant branch) Engineering with 4 years' experience

29.	Research Associate	6	Degree in any discipline	<ul style="list-style-type: none"> • 5 Years in Relevant Field
30.	Draughtsman	36	Diploma in Civil/ Mechanical Engineering or ITI in draughtsman Civil/mechanical	<ul style="list-style-type: none"> • 02 Years experience in preparation of CAD drawings
31.	Quantity Surveyor	96	Diploma/ Degree in Civil Engineering	<ul style="list-style-type: none"> • 5 years experience for diploma holder or 3 years experience for degree holder in quantity surveying, preparation of BOQ, variations, etc. • Knowledge of modern and digital survey techniques • Knowledge of preparation of CAD drawings
32.	Surveyor	30	Diploma in Civil Engineering / ITI in Civil	<ul style="list-style-type: none"> • 5 years experience in survey with modern digital survey instruments • Experience in surveying with Total Station/ microstation/auto level etc. • Knowledge of preparation of drawings on CAD.
33.	Office Manager	48	Bachelor's Degree in any discipline	-
34.	Office support Staff	48	-	-

Note:

1. The staff requirement stated above is for indicative only and also for the purpose of comparison of proposals. If in the financial bid the manmonths quoted by the consultants are different, the proposal of such consultants shall be considered as non responsive. At the time of deployment of the consultants / personnels of the support team except Office support staff the consultant shall intimate the KSCCL and take appropriate permission. However, the Consultant may deploy additional staff as per requirement. But payment will be restricted to the amount and manmonths quoted in the financial bid unless any variation is approved by the KSCCL.
2. **The Consultant may bid for more than one Smart City, but if the Consultant is bidding for more than one Smart City simultaneously, shall propose separate team for each Smart City. If at any time it is found by the Client that professional**

proposed is also part of another Smart City Team then the Client may disqualify the Consultancy firm.

7.5. Reporting Requirements and Time Schedule and Deliverables

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

7.6.1. Activity 1: Mobilization and establishment of Project office

The team leader of the consultant shall initially mobilize the core team following notice to proceed to set up project office along with equipment and peripherals and then will mobilize further manpower as per requirement for each module.

7.6.2. Activity 2: Situation analysis report

- Preparation of situation analysis report for each module.

7.6.3. Activity 3: Feasibility Report

- Prepare and submit ‘Feasibility Report’ for each Module (sector). The Feasibility Report should describe the various technical options with recommendation for most appropriate option. The Report shall address the following aspects:
 - Evaluation of design alternatives
 - The topography and development pattern of the project area
 - Develop historic and future population growth and determine the impact of the population growth on projects under taken in Smart City Mission.
 - Preliminary design and cost estimation
 - Operation and maintenance aspects
 - Financial planning and evaluation
 - Institutional and social capacity
 - Environmental and Social Impact Assessments
 - Formulation of work implementation plan
 - Preliminary procurement plan
 - Preliminary construction schedule
 - Organization evaluation and capacity building and any other relevant information required on project to project basis.
 - Identification of potential PPP projects.
 - Recommendation of suitable arrangement for contracting including DBO / DBFOT/Management Contracts etc.

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

- Once the Feasibility Report is approved, prepare detailed designs in accordance with sound & established engineering practices; tender drawings and; cost estimates etc. The design shall meet the techno economic aspects

for best possible solution after consideration of various available alternatives and shall sufficiently be detailed to ensure clarity and understanding by all stake holders and will be incorporated into a detailed project report to be submitted for the approval of the Client . The costs estimate shall be prepared on the basis of Rates suggested by Client such as SOR of State with latest addenda and corrigenda And/or market rates would be arrived at proper rate analysis carried out through market enquiry;⁷

- The design shall meet the techno economic aspects for the best possible solutions after considering various alternatives and shall be sufficiently detailed to ensure understanding by all stake holders and will be incorporated into the detailed Project Report . The activities for the proposed project shall include preliminary designs, drawings, works technical specifications, bill of quantities, and cost estimates (Engineer's Cost) based on Schedule of Rates of the state and/or market rate analysis, along with detailed implementation plans.
- For each sub project based on the approved frame work the following shall be included in the DPRs:
 - Assessment of utility shifting requirement and costs estimations; preparing document required for statutory clearances and other clearances like Railway, Forest, National Highways etc;
 - Assess each site's environmental aspects for detailed design of the project component. Accordingly prepare initial environmental impact examinations (IEE) as may be required;
 - Preparation of environmental safeguard actions including impact assessments, if any, during the design stage;
 - Prepare environment management plan (EMP) and mitigation measures;
 - Preparation and implementation of resettlement plans, if any
- Prepare Detailed Project Report including technical specifications, Contract drawings, bills of quantities and above aspects;
- Finalizing arrangement for contracting including exploring options for PPP/ Service Level Agreements;
- Preparation of strategy and action plan for IEC program including public participation;
- Assist stakeholder consultations for each module.;

The DPR and related documents for the Project must conform to the requirements of the guidelines and procedures of the government and shall include the following:

⁷ The client is to decide for the rates to be adopted for the estimate of the Feasibility/PDR/DPR

-
- Project Proposal
 - Project Evaluation Criteria
 - General information: To include basic technical design, institutional arrangements
 - Estimated Project Cost
 - Project Revenue
 - Estimated Project Benefits and Costs
 - a. Financial
 - b. Economic
 - Risk Allocation Matrix
 - Project and Financing Milestones
 - Economic and financial analyses,
 - Environmental Management Plan
 - Location map
 - Preliminary design, specification of works and materials
 - Engineer's Estimate in the BOQ format, as necessary
 - At this stage consultant should also suggest / propose component different suitable procurement options for proposed projects/module under the respective component.

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

Based on discussions with all stakeholders and approval from Client, the consultant shall Prepare consolidated bid documents, technical specifications, contract drawings, final bills of quantities, EMP and any other necessary information required for successful tendering and implementation of contracts. The Bid document should be in accordance with the Government of India / State Government guidelines. Under this task the Consultant is required to do the following:

- Assist Client in all aspects of procurement including issuing bid invitation, addendum/corrigendum, and clarifications to the bidders queries, assist in bid evaluation, selection of contractors/ implementing agencies;
- Prepare contract documentation to include Letter of invitation, conditions of contract, specifications, design parameters; bills of quantities, etc. for all modules in close coordination with the Client .
- The draft contract to be included in the bid documents shall, among other things, clearly define the obligations of the implementing agency with respect to financing(if applicable), design, construction, O&M, and tariffs; equitably allocate risks between the parties; and specify rules and procedures to address non- performance of contractual obligations.

- Assist in preparation of replies of the pre-bid queries, contract negotiations and award of contract(s).

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

- Shall carry out all the works as per the scope of the works under ABD and smart solution projects to the satisfaction of the Client
- Shall submit monthly & quarterly progress report in the acceptable format to the Client .

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

7.6.8. The Consultant shall deploy its Personnel as per the proposed personnel deployment schedule/ as per the requirement of the Client.

7.6.9. The Consultant shall submit the reports for activity 1 to activity 5 in 3 (three) hard bound copies and one soft editable and pdf format and for activity 6 in 1(one) hard bound copy and 01 (one) soft editable and pdf format.

7.6.10. Time Schedule and activity wise Deliverable

(i) The Activity wise time schedule shall be as follows

S No.	Activity wise Deliverable	Time period (T ₀ date of signing of Contract) and T ₁ is the date of appointment of implementing agency
1	Activity 1: Mobilization	T ₀ + 15 days
2	Activity 2 : For ABD Modules : Submission of Situation Analysis Report for Modules and its acceptance & approval by the Client a) For Smart Solution Module : Submission of Business Re-engineering Report (BPR) and Final function requirement specifications (FRS) and its acceptance & approval by the Client	T ₀ + 12 Months

3	<p>Activity 3</p> <p>For ABD and Smart Solution Modules : Feasibility Study Report and its acceptance & approval by the Client</p>																							
4	<p>Activity 4</p> <p>For ABD and Smart Solution Modules : Submission of Detailed Project Report and its acceptance & approval by the Client</p>																							
5	<p>Activity 5</p> <p>For ABD and Smart Solution Modules : Submission of Bid Documents and its acceptance & approval by the Client</p>																							
6	<p>Activity 2-5</p> <table border="1" data-bbox="370 951 1125 1226"> <thead> <tr> <th rowspan="2">Time line</th> <th colspan="2">No Of Modules (out of total n modules)</th> <th rowspan="2">Target Date</th> </tr> <tr> <th>Modules in each Quarter</th> <th>Cumulative Modules</th> </tr> </thead> <tbody> <tr> <td>Q 1</td> <td>-</td> <td>-</td> <td>T₀+ 3 Months</td> </tr> <tr> <td>Q 2</td> <td>-</td> <td>-</td> <td>T₀+ 6 Months</td> </tr> <tr> <td>Q 3</td> <td>-</td> <td>-</td> <td>T₀+ 9 Months</td> </tr> <tr> <td>Q 4</td> <td>n</td> <td>All Modules</td> <td>T₀+ 12 Months</td> </tr> </tbody> </table> <p>The quarter wise modules shall be finalized by the consultant in consultation with the KSCCL. The time period may be extended for another 6 months as per the requirement of the module(s) by the Client for completion of the assignment up to activity 5.</p>	Time line	No Of Modules (out of total n modules)		Target Date	Modules in each Quarter	Cumulative Modules	Q 1	-	-	T ₀ + 3 Months	Q 2	-	-	T ₀ + 6 Months	Q 3	-	-	T ₀ + 9 Months	Q 4	n	All Modules	T ₀ + 12 Months	
Time line	No Of Modules (out of total n modules)		Target Date																					
	Modules in each Quarter	Cumulative Modules																						
Q 1	-	-	T ₀ + 3 Months																					
Q 2	-	-	T ₀ + 6 Months																					
Q 3	-	-	T ₀ + 9 Months																					
Q 4	n	All Modules	T ₀ + 12 Months																					
7	<p>Activity 6</p> <p>Project Implementation Support</p>	<p>From the date of selection of the implementation Agency T₁ to (T₀+ 4 Years)</p>																						
8	<p>For ABD Modules</p>	<p>From the date of selection of the implementation Agency for the each</p>																						

		Module To T ₀ + 4 years
	<p>For Smart Solution Module</p> <p>Including the following during implementation period</p> <ul style="list-style-type: none"> a) Submission & acceptance of User Acceptance Test (UAT) Reports b) Submission of Standardization Testing and Quality Certification (STQC) Certificate(s) c) Submission & acceptance of “Go-Live” Report 	<p>From the date of selection of the System Integrator (SI) T₁ to T₀ + 4 years</p> <p>For a, b, and c activities: T₁+ 4(four) Months during implementation by System Integrator (SI)</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.

7.6. Client’s Input and Counterpart Services and Facilities

(a) *Services, facilities and property to be made available to the Consultant by the Client:*
NA

(b) *Professional and support counterpart personnel to be assigned by the Client to the Consultant’s team: As per requirement and request of the Consultant*

(d) The Consulting firm will be responsible to:

- Arrange for fully equipped office and office operation related facilities for project development team.
- Arrange for data collection, survey and investigation, preliminary design, report preparation of reports for projects modules
- Arrange for communication related to contract, data processing, computers, printing equipment and necessary stationeries; and

-
- Arrange for all transportation and travelling required for the assignments to perform the consultancy services/job.

Section 8. Standard Form of Contract

Attached Separately