



REQUEST FOR PROPOSAL

for

**SELECTION OF
PROJECT MANAGEMENT CONSULTANT (PMC)
to
DESIGN, DEVELOP, MANAGE AND IMPLEMENT
SMART CITY PROJECTS
under
SMART CITY MISSION (SCM)
in
Patna**

**Issued on
04-09-2020**

**Bid Inviting Authority
Patna Smart City Limited**



REQUEST FOR PROPOSAL

NIT No. - 02/MD/PSCL/2020

Patna Smart City Limited invites online bids [RFP] for “**Selection of Project Management Consultant (PMC) to Design, Develop, Manage and Implement Smart City Projects under Smart City Mission (SCM) in Patna**” as per following timelines: -

Sl. No.	Activity	Timeline
1.	Online Sale/Download period of RFP/Tender documents	From 12.09.2020 to 03.10.2020 (15.00 Hrs.) https://eproc.bihar.gov.in/
2.	Last date and time for submission of bids online	Till 16.00 Hrs. on 03.10.2020
3.	Date & time of pre-bid meeting at PSCL office on 5 th Floor, Biscomaun Tower, Patna 800001	At 15.00 Hrs. on 19.09.2020
4.	Last date and time for submission of original EMD & DD (RFP fee)	Till 17.00 Hrs. on 03.10.2020
5.	Date and time of opening of Technical bid	At 18.00 Hrs. on 03.10.2020
6.	Date and time of opening of Financial bid	To be intimated after technical evaluation of bids by the Tender Committee
7.	Bid Validity period	120 days
8.	Cost of Bid Document / RFP Fee	Rs. 10,000/- (Rupees Ten Thousand] only (Non-Refundable) in the form of Demand Draft in favour of Managing Director, Patna Smart City Ltd, payable at Patna.
9.	e-proc Bid Processing Fee	Payable to BELTRON as per e-proc norms https://eproc.bihar.gov.in/
10.	Earnest Money Deposit (EMD)	Rs 6,00,000/- (Rupees Six Lakh) only (Refundable) in the form of unconditional Bank Guarantee, DD of Scheduled Bank; Post Office Term Deposit/ FD/NSC to be pledged in favour of Managing Director, Patna Smart City Ltd, payable at Patna.

The RFP document shall be available on <https://www.eproc.bihar.gov.in/> and <http://smartpatna.co.in/home.aspx>. For queries & clarifications, e-mail shall be sent to: patnasmartcity.pscl@gmail.com, pscl-bih@gov.in. The Phone no. of PSCL is 0612-2219180

Sd/-

Managing Director
Patna Smart City Limited (PSCL)



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Reference No.: NIT No.- 02/MD/PSCL/2020
Project Title: **PROJECT MANAGEMENT CONSULTANT (PMC)
TO DESIGN, DEVELOP, MANAGE AND IMPLEMENT
SMART CITY PROJECTS UNDER
SMART CITY MISSION (SCM) IN PATNA**

**Name of the bid
inviting Authority:** **PATNA SMART CITY LIMITED**

SECTION 1: LETTER OF INVITATION

1. The Special Purpose Vehicle (SPV) for Patna Smart City (hereinafter called “Employer”) shall continue to execute the SMART CITY MISSION (SCM) in Patna.
2. The employer invites proposal to provide the following consulting services: **PROJECT MANAGEMENT CONSULTANT (PMC) TO DESIGN, DEVELOP, MANAGE AND IMPLEMENT SMART CITY PROJECTS UNDER SMART CITY MISSION (SCM) IN PATNA.** Details on the consultancy services are provided in the **Terms of Reference** and Qualification Requirement at **Instructions to Consultants** in this RFP document.
3. The consultancy firm will be selected through “**Quality-cum-Cost Based System (QCBS)**” as per procedures outlined in this RFP.
4. The RFP includes the following documents:
 - Section 1** - Letter of Invitation
 - Section 2** - Information to Consultants (including Data Sheet)
 - Section 3** - Technical Proposal - Standard Forms
 - Section 4** - Financial Proposal - Standard Forms
 - Section 5** - Terms of Reference
 - Section 6** - Standard Forms of Contract

RFP document can be downloaded from the website viz. <https://www.eproc.bihar.gov.in/> / <http://smartpatna.co.in/>

5. The bids of only those applicants shall be considered for evaluation who have made online payment of Rs 10,000/- (Rupees Ten thousand only) for the RFP document to Patna Smart City Ltd. and also the service & gateway charges to BELTRON, without which bids shall not be accepted. The RFP Fee of Rs 10,000/- (Rupees Ten Thousand only) is to be submitted by applicants in the form of Demand Draft in favour of Managing Director, Patna Smart City Ltd.



6. Proposal must be submitted online to Patna Smart City Limited, 5th Floor, BISCOAUN Tower, Patna- 800001 on or before 16:00 hrs on 03/10/2020; together with a Bid Security/**Earnest Money Deposit of Rs 6,00,000/- (Rupees Six Lakh only)** in the form indicated in the Bidding Documents.
7. Proposal will be **opened at 18:00 hrs on 03/10/2020** in the presence of bidder or his authorised representatives, who choose to be present.

**Managing Director
Patna Smart City Limited**



SECTION 2: INSTRUCTIONS TO CONSULTANTS

PART I

1. Definition of Standard Terms used in the RFP

- (a) **Bidder(s)** means any entity or person or associations of person who have been requested to submit their proposal(s) that may provide or provides the consultancy services to the Employer under the Contract.
- (b) **“Employer”** means the client who has invited the bids for consultancy services and/ or with whom the selected consultant signs the contract for the consultancy services and to which the selected consultant shall provide consultancy services as per the terms and conditions and TOR of the contract.
- (c) **“Consultant”** means any entity or person or associations of person who have been requested to submit their proposal(s) that may provide or provides the consultancy services to the Employer under the Contract.
- (d) **“Contract”** means the Contract signed by the parties and all the attached documents listed viz. the General Conditions of Contract (GCC), the Project Specific Conditions of Contract (PSCC) and the Appendices.
- (e) **“Project Specific Information”** means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- (f) **“Day”** means calendar day.
- (g) **“Government”** means the Government of India /State Government /Local Government.
- (h) **“Instructions to Consultants”** (SECTION-2 of the RFP) means the document which provides consultants with all information needed to prepare their proposals.
- (i) **“LOI”** (SECTION-1 of the RFP) means the **Letter of Invitation** being sent by the Employer to the Consultant.
- (j) **“Personnel”** means professionals and support staff provided by the Consultant or by any of his Sub-Consultant assigned to perform the Services or any part thereof.
- (k) **“Foreign Personnel”** means such professionals and support staff, who at the time of being so provided, had their domicile outside India.
- (l) **“Domestic Personnel”** means such professionals and support staff who at the time of being so provided had their domicile in India.
- (m) **“Proposal”** means both, the Technical Proposal and the Financial Proposal.
- (n) **“RFP”** means the Request for Proposal prepared by the Employer for the selection of Consultant, based on the RFP.



- (o) “**Assignment / job**” means the work to be performed by the Consultant pursuant to the Contract.
- (p) “**Sub-Consultant**” means any person or entity with which the Consultant subcontracts any part of the assignment/job.
- (q) “**Terms of Reference**” (**TOR**) means the document included in the RFP as SECTION 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the assignment/job.

2. Introduction

- 2.1 The Employer named in the Part II: Data Sheet, will select a consulting firm /organization (Consultant) meeting basic eligibility criterion as mentioned in Part II: Data Sheet and in accordance with the method of selection, specified in the Part II: Data Sheet.
- 2.2 The name of the assignment/job has been mentioned in Part II: Data Sheet. Detailed scope of the assignment/ job has been described in the Terms of Reference in SECTION 5.
- 2.3 The date, time, and address for submission of the proposals have been given in Part II: Data Sheet.
- 2.4 The Consultants are invited to submit their Proposal, for consulting assignment/job named in the Part II: Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a ‘Signed Contract’ with the selected Consultant.
- 2.5 Consultants should familiarize themselves with local conditions and take them into account in preparing Proposal. To obtain first-hand information on the assignment/job and local conditions, consultants are encouraged to meet the Employer’s representative named in Part II: Data Sheet before submitting a proposal and to attend a **pre-bid meeting** as specified in the Part II: Data Sheet. Attending the pre-bid meeting is optional. Consultants should contact the Employer’s representative to arrange for their visit or to obtain additional information on the pre-bid meeting.
- 2.6 The Employer will provide the consultants the inputs and facilities specified in the Part II: Data Sheet, assist the consultants in obtaining required licenses and permits needed to carry out the assignment/job, and make available relevant project data and reports to the extent practicable.
- 2.7 Consultants shall bear all costs associated with the preparation and submission of their proposal and contract negotiation. The Employer reserves the right to reject any proposal, without specifying any reasons thereof and to annul the selection process at any time prior to award of contract.



3. Eligibility of Association of Consultants (bidder) and Sub-Consultants

- 3.1 The Bidder(s) shall be a Company, Firm incorporated in India under the (Indian) Companies Act 1956/ 2013 or a Company incorporated under equivalent law abroad. The Bidder/s shall be required to submit true copy of its Incorporation Certificate.
- 3.2 The Bidder(s) must have a valid GST registration.
- 3.3 The Bidder/s must have at least one office in India which has been operational for the last three years or more.
- 3.4 The Sole Bidder/ Lead Bidder/ Consortium Member should not have been blacklisted /debarred/ terminated, except for reasons of convenience of client, by any State/Central Government /Board /Corporation /Company/ Statutory Body /PSU/funding agency in the last 5 years.
- 3.5 The Consultant (in case of single business entity)/ Lead Member (in case of Consortium) should be an Indian firm average annual turnover from Indian consulting business should be Rs. 40.00 (Rupees Forty) crore during the last three (3) financial years viz. 2017-18, 2018-19 and 2019-20; and each Consortium partner should have at least average annual turnover of Indian Rs. 10.00 (Rupees Ten) crore during the last three (3) financial years. 2017-18, 2018-19 and 2019-20.
- 3.6 The Consultant should have experience in at least 2 (two) assignments for Project Management Consultants/ Supervision Consultant for Infrastructure Assignments includes Buildings/ Roads/ Highway/ Water Supply/ Sewerage/ Drainage/ SWM/ Multi-modal Hub/ Bridges & Flyover/ Subway/ Bus Terminal for Government (Central/ State/ Municipal) organisation.
- 3.7 The Consultant should have experience in at least 1 (one) assignments for PMC/ PDMC/ consultancy services to at least one ongoing Smart city under Smart City Mission continuously for 1 year or more.
- 3.8 If the consultant has formed an association of consultants at the time of submission, each member of the association shall be evaluated as per the qualification/ eligibility criteria set forth in Part II: Data Sheet. The combined score of each member of the association shall be considered for evaluation purpose. If any member of the association of consultants is dropped at the RFP stage, such an association of consultant is liable to be rejected by the Employer. However, the Employer, at its sole discretion, may decide to evaluate short-list



such association of consultant without considering the strength of the dropped member and if found eligible, may allow such association of consultant to submit their proposal.

- 3.9 A consultant may associate with other consultants and/or individual expert for submission of proposal. Under such circumstances each member of the association of consultant shall be evaluated as per the qualification/ eligibility criteria set forth in Part II: Data Sheet. The combined score of each member of the association of consultant shall be considered for evaluation purpose. However, the Employer shall deal with the Lead Member only for the purpose of this assignment. Although the contract shall be signed by all the members of the associations of the consultants, the Lead Member of the association of the consultant shall be responsible and liable to the Employer for each and every aspects of their proposal, contract etc.

4 Clarification and Amendment of RFP Documents

- 4.1 Consultants may request a clarification on any clause of the RFP documents up to the date of pre-bid meeting indicated in the Part II: Data Sheet. Any request for clarification must be sent in writing, or by standard electronic means to the Employer's address indicated in the Part II: Data Sheet. The Employer will respond to pre bid queries in writing, but without identifying the source of inquiry (uploading the same on eproc), for benefit of all consultants. Should the Employer deem fit or find it necessary to amend the RFP because of any clarification, it shall do so following the procedure under following Para. 4.2 below.
- 4.2 At any time before submission of Proposal, the Employer may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum/ corrigendum shall be uploaded on e-procurement site and will be binding on the bidders/consultants. To give Consultants reasonable time in which to take an amendment into account in their Proposal the Employer may, if the amendment is substantial, extend the deadline for the submission of Proposal.

5 Conflict of Interest

- 5.1 Employer requires that Consultants provide professional, objective, and impartial advice and always hold the Employer's interest's paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interests and act without any consideration for future work.
- 5.2 Without limitation on the generality of the foregoing, consultant, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:



(i) Conflicting activities: A firm that has been engaged by the Employer to provide goods, works or assignment/job other than consulting assignment/job for a project, and any of its affiliates, shall be disqualified from providing consulting assignment/job related to those goods, works or assignment/job. Conversely, a firm hired to provide consulting assignment/job for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or assignment/job other than consulting assignment/job resulting from or directly related to the firm's consulting assignment/job for such preparation or implementation. For this paragraph, assignment/job other than consulting assignment/job are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

(ii) Conflicting Assignment/job: A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment/job that, by its nature, may be in conflict with another assignment/job of the Consultant to be executed for the same or for another Employer. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting an Employer in the privatization of public assets shall not purchase, nor advice purchasers of, such assets. **Similarly, a Consultant hired to prepare Terms of Reference for an assignment/job shall not be hired for the assignment/job in question.**

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

- 5.3 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the Standard Forms of technical proposal provided herewith. If the consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its contract during execution of assignment.
- 5.4 No Agency or current employees of the Employer shall work as Consultants under their own departments or agencies.



6 **Unfair Advantage**

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

7 **Proposal**

Consultants shall submit only one proposal. If a Consultant submits more than one proposal, all such proposals shall be disqualified. However, this does not limit the identification of the any sub-consultant, including individual experts, in more than one proposal.

8 **Proposal Validity**

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

9 **Preparation of Proposals**

- 9.1 The Proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be in English language, unless specified otherwise.
- 9.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.



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

- (a) If a Consultant considers that it may enhance its expertise for the assignment/job by associating with other Consultants in sub-consultancy, it may associate with another Consultant.
- (b) The estimated number of professional staff-months for the assignment/job is as shown in the Part II: Data sheet. While making the proposal, the consultant must ensure that he proposes the number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.
- (c) Alternative professional staff shall not be proposed, and only one *Curriculum vita* (CV) may be submitted for any one position mentioned.

9.4 Depending on the nature of the assignment/job, consultants are required to submit a Technical Proposal (TP) in forms provided in SECTION-3. The Part II: Data Sheet in SECTION-II indicates the formats of the Technical Proposal to be submitted. **Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive.** The Technical Proposal shall provide the information indicated in the following paras from (a) to (d) using the attached Standard Forms (SECTION 3). Form **TECH-1** in SECTION-3 is a sample letter of technical proposal which is to be submitted along with the technical proposal.

- (a) A brief description of the consultant's organization and in the case of a consortium/ joint venture, of each partner, will be provided in Form **TECH-2**. In the same Form, the consultant and in the case of a consortium/ joint venture, each partner will provide details of experience of assignments which are like the proposed assignment/ job as per the Terms of Reference. For each assignment/job, the outline should indicate the names of sub-consultants/ professional staff who participated, duration of the assignment/job, contract amount, and consultant's involvement. Information should be provided only for those assignment/jobs for which the consultant was legally contracted by the Employer as a corporation or as one of the major firms within a joint venture. Assignment/jobs completed by individual professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience along with the proposal and must submit letter of award/copy of contract for all the assignments mentioned in the proposal.



- (b) A description of the approach, methodology and work plan for performing the assignment/job covering the following subjects: Technical Approach and Methodology, Work Plan, and Organization and Staffing Schedule. Guidance on the content of this section of the Technical Proposal is provided under Form **TECH-3** of SECTION-3.
- (c) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks is to be provided in Form **TECH-4** of SECTION-3.
- (d) CVs of the professional staff as mentioned in Para 9.4 (d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form **TECH-5** of SECTION-3).

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

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

10 Goods & Services Tax (GST) etc.

The Consultant shall fully familiarize themselves about the applicability of Goods & Services Tax (GST), income tax, etc. on amounts payable by the Employer under the Contract. All such taxes must be included by the consultant in the financial proposal.

11 Currency

Consultants shall express the price of their assignment/job in Indian Rupees.

12 Earnest Money Deposit (EMD) and Bid Processing Fees

12.1 Earnest Money Deposit

- i. An EMD of amount as mentioned in data sheet, in the form of unconditional BG/DD/Post Office Term Deposit/FDR/e-FDR drawn in favour of **Managing Director, Patna Smart City Ltd.** payable at Patna [Savings Bank Account No.



73211100000023, IFSC Code PUNB0MBGB06 ('0' is zero at both places), Bank: Dakshin Bihar Gramin Bank, Kankarbagh- 800020 (Branch Code: 7321)] must be submitted along with the Proposal.

- ii. Proposals not accompanied by EMD shall be rejected as non-responsive.
- iii. No interest shall be payable by the Employer for the sum deposited as Earnest Money Deposit.
- iv. EMD shall be acceptable in the form of unconditional Bank Guarantee (BG) also.
- v. The EMD of the unsuccessful bidders would be returned after signing of the contract.

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

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

13 E-procurement Bid Processing Fee and Cost of Bid Document/ RFP Fee

All consultants are required to pay as mentioned in data sheet towards Bid Processing Fees payable to BELTRON as per e procurement site norms and cost of bid documents in the form of Demand Draft drawn in favour of Managing Director, Patna Smart City Limited, payable at Patna. The Bid Processing Fee is Non-Refundable. Non submission of Bid Processing Fee along with the Technical Proposal will be treated as non-responsive bid.

14 Submission, Receipt, and Opening of Proposal

14.1 The original proposal, both Technical and Financial, shall contain no inter-lineation's or over-writing, except as necessary to correct errors made by the Consultants themselves. In such case the person who signed the proposal shall initial corrections too. Submission letters Technical and Financial Proposals should be in the format given at TECH-1 of SECTION-3, and FIN-1 of SECTION-4, respectively.

14.2 An authorized representative of the Consultant shall initial all pages of both, the original Technical and Financial proposals. The authorization shall be in the form of a written Power of Attorney, accompanying the Proposal or in any other form demonstrating that the



representative has been duly authorized to sign. The signed Technical and Financial proposals shall be submitted online, however, the hard copy may also be submitted till 17:00 Hrs. of the date specified. The signed Technical and Financial proposals shall be marked “ORIGINAL”.

- 14.3 The ORIGINAL and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the Original Financial Proposal shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the name of the assignment/job. The envelopes containing the Technical Proposal, Financial Proposal, EMD and bid processing fees shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked “**DO NOT OPEN BEFORE** [insert the time and date of the opening indicated in the Data sheet]”. 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 in a separate sealed envelope duly marked as indicated above, this shall constitute grounds for declaring the Proposal non-responsive.**

- 14.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the Employer not later than the time and the date indicated in the Data Sheet, or any extension to this date, in accordance with Para 4.2. Any Proposal received by the Employer after the deadline for submission shall be returned unopened.

15 Proposal Evaluation

- 15.1 From the time the proposals are downloaded (or opened) to the time the contract is awarded, the consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by consultants to influence the Employer in the examination, evaluation, ranking of proposals, and recommendation for award of contract may result in the rejection of the Consultants’ Proposal.
- 15.2 The employer has constituted a Tender Committee also referred to as TC, which will respectively, carry out the tender evaluation process.
- 15.3 Evaluation of Technical Proposals: While evaluating the Technical Proposals TC shall have no access to the Financial Proposals until the technical evaluation is concluded, and the competent authority accepts the recommendation.
- 15.4 The TC shall evaluate the Technical Proposals based on their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data



Sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data Sheet, for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the Technical Proposal will start first, and at this stage the Financial Bid (Proposal) will remain **unopened**. The qualification of the consultant and the evaluation criteria for the technical proposal is defined in the Data sheet.

- 15.5 Downloading & evaluation of the Financial Proposals: Financial proposals of only those firms who are technically responsive shall be downloaded (i.e. opened) on the date & time specified the Data Sheet, in the presence of the Consultants' representatives who choose to be present.
- 15.6 The TC may correct any computational errors. While correcting computational errors, in case of discrepancy between the partial amount and the total amount, or between word and figures, the former will prevail. **It may be noted that it is permitted to quote in Indian Rupees only.** Normally, the date of downloading of technical bids, unless specified otherwise, will remain same as indicated in the Data Sheet. The Financial bids are normally opened a week after opening of technical bid.
- 15.7 After downloading/ opening of Financial Proposals, appropriate selection method shall be applied to determine the consultant who will be declared winner and be eligible for award of the contract. The methods of selections are described in the Data Sheet [The employer shall mention here which method out of all listed method shall be applied for selection of consultant for this assignment/ job]. The selected consultant will then be invited for negotiations, if considered necessary.

16 Negotiations

- 16.1 Negotiations will be held at the date, time and address intimated to the technically responsive bidder after they are selected based upon the financial bid. The invited consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Representative conducting negotiations on behalf of the consultant must have written authority to negotiate and conclude a Contract.
- 16.2 Technical Negotiations: Negotiations will include discussion of the Technical Proposal, covering the proposed technical approach and methodology, work plan, organization and staffing, and suggestions, if any, by the Consultant to improve the Terms of Reference.
- 16.3 Financial Negotiations: After the technical negotiations are over, financial negotiations should be carried out in order to reflect any change in financials part, due to change in scope of work or due to clarification on any aspect of the technical proposal during the



technical negotiations. Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the consultant. Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. Consultants will provide the Employer with the information on remuneration rates as per the Appendix attached to SECTION 4- Financial Proposal-Standard Forms of this RFP.

- 16.4 Availability of Professional staff/experts: Having selected the consultant on the basis of, among others, an evaluation of proposed Professional staff, the Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be available. The Employer will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity or if the professional staff has left the organisation. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period specified in the Letter of Invitation.
- 16.5 Conclusion of the negotiations: Negotiations will conclude with a review of the draft Contract. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the employer will reject all the proposals received and invite fresh proposals.
- 16.6 If any Key Expert obtains less than 60% marks during technical evaluation, then he/she needs to be replaced at the time of negotiation. The other experts whose CVs will not be evaluated but must be submitted with proposal, should meet the minimum qualification criteria as per the Terms of Reference (ToR), otherwise such expert also needs to be replaced at the time of negotiation.

17 Award of Contract

- 17.1 After completing negotiations, the Employer shall issue a Letter of Intent to the selected Consultant and promptly notify all other Consultants who have submitted proposals about the decision taken.
- 17.2 The consultants will sign the contract after fulfilling all the formalities/ pre-conditions including Performance Guarantee as mentioned in the standard form of contract in SECTION-6, within 15 days of issuance of the letter of intent.



- 17.3 The Consultant is expected to commence the assignment/job on the date and at the location specified in the Part II: Data Sheet.

18. Confidentiality

Information relating to evaluation of Proposal and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the Award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's anti-fraud and corruption policy.

19. Miscellaneous

- 19.1 The employer reserves the right to verify all statements, information and documents submitted by the Applicant in response to the RFP. Any such verification or the lack of verification by the Employer shall not relieve the Applicant of its obligation or liabilities hereunder nor will it affect any rights of the Employer hereunder.
- 19.2 The selection process shall be governed by and construed in accordance with the laws of India; and the courts of law at Patna shall have exclusive jurisdiction in all disputes arising under pursuant to and/or in connection with the Selection Process.



INSTRUCTIONS TO CONSULTANT

Part-II Data Sheet

Clause No. of Data Sheet	Ref. of ITC	Particulars	Description
1.	2.1	Name of the Employer/ Bid Inviting Authority is:	Patna Smart City Ltd. represented by the Managing Director
	2.1	Basic Eligibility criteria is:	<p>a) The Bidder(s) shall be a Company, Firm incorporated in India under the (Indian) Companies Act 1956/ 2013 or a Company incorporated under equivalent law abroad. The Bidder/s shall be required to submit true copy of its Incorporation Certificate.</p> <p>b) The Bidder(s) must have a valid GST registration.</p> <p>c) The Bidder/s must have at least one office in India which has been operational for the last three years or more.</p> <p>d) The Sole Bidder/ Lead Bidder/ Consortium Member should not have been blacklisted /debarred/ terminated, except for reasons of convenience of client, by any State/Central Government /Board /Corporation /Company/ Statutory Body /PSU/funding agency in the last 5 years.</p> <p>e) The Consultant (in case of single business entity)/ Lead Member (in case of Consortium) should be an Indian firm average annual turnover from Indian consulting business should be Rs. 40.00 (Rupees Forty) crore during the last three (3) financial years viz. 2017-18, 2018-19 and 2019-20; and each Consortium partner should have at least average annual turnover of Indian Rs. 10.00 (Rupees Ten) crore during the last three (3) financial years. 2017-18, 2018-19 and 2019-20.</p> <p>f) The Consultant should have experience in at least 2 (two) assignments for Project Management Consultants/ Supervision Consultant for Infrastructure Assignments includes Buildings/ Roads/ Highway/ Water Supply/ Sewerage/ Drainage/ SWM/ Multi-modal Hub/ Bridges & Flyover/ Subway/ Bus Terminal for Government (Central/ State/ Municipal) organisation.</p> <p>g) The Consultant should have experience in at least 1 (one) assignments for PMC/ PDMC/ consultancy services to at least one ongoing Smart city under Smart City Mission continuously for 1 year or more.</p>
2.	2.2	Name of the assignment/job is:	Project Management Consultant (PMC) to Design, Develop, Manage and Implement Smart City Projects Under Smart City Mission



Clause No. of Data Sheet	Ref. of ITC	Particulars	Description
			(SCM)
3.	2.5	Pre-Bid meeting	YES, Pre-bid meeting will be held on (date)/at (time): Date: 19/09/2020 Time: 15:00 Hrs. Venue: Conference Hall, Patna Smart City Ltd., 5 th Floor, BISCOMAUN Bhawan, Patna- 800001
4	14.4	Website for submission of proposal/ bid:	https://www.eproc.bihar.gov.in
		Last date and time of bid submission	03/10/2020 up to 16:00 hours
		Address for bid submission	The Managing Director, Patna Smart City Ltd., 5 th Floor, BISCOMAUN Bhawan, Patna- 800 001.
5	2.5	Employer's representative is:	Managing Director
		Address:	The Managing Director, Patna Smart City Ltd., 5 th Floor, BISCOMAUN Bhawan, Patna- 800 001.
		Telephone:	0612-2219180
		E-mail:	pscl-bih@gov.in/patnasmartcity.pscl@gmail.com
6	2.6	Employer will provide the following inputs and facilities:	Office Space (with equipment & furniture) at 5 th Floor, BISCOMAUN Bhawan, Patna- 800 001 An amount of Rupees 25,00,000/- shall be the reimbursable component (to be paid on production of proof and to be incurred with prior approval of client) for meeting the expenditure towards survey & investigation, stationery & software's, TA/DA during official tour outstation and petty expenses related to office work.
7		Employer envisages the need for continuity for downstream work:	No
8	8.1	No. of days for which the Proposal must remain valid after the submission date:	120 days



Clause No. of Data Sheet	Ref. of ITC	Particulars	Description
9.	4.1	Clarifications may be requested not later than	Pre-bid meeting in PSCL
		The address for requesting clarifications is:	The Managing Director, Patna Smart City Ltd., 5 th Floor, BISCOMAUN Bhawan, Patna- 800 001.
		E-mail:	pscl-bih@gov.in / patnasmartcity.pscl@gmail.com
10.	9.3 (a)	Sub-Consultant (if proposed)	Name of sub-consultant (if proposed) shall also be mentioned together with their technical details.
11.	9.3 (b)	The estimated number of Professional man-months required for the Time-Based assignment/ job is:	A. For Time Based component:
			Estimated number of Professional man-months: About 200 professional and supervisory man-months as detailed in Form FIN-4 needs to be ensured for the assignment/ job.
			Evaluation and Comparison of Proposal: If a Proposal include less than the 200 man months' time-input, the missing time-input (expressed in man-months) shall be multiplied by the highest remuneration for the Key Expert in the Consultant's Proposal and added to the total remuneration amount mentioned by the Consultant. Proposal in which higher (than the required minimum) man month time-input has been quoted, no such adjustment will be necessary.
			B. For DPR component:
12	9.4	Submission of the Technical and Financial proposal in proper format:	Estimated number of Professional staff-months is to be indicated adding to the proposed at Sl. No. 1-7 in Form FIN-5
			In addition to Technical Proposal, Consultants are required to submit Financial Proposal (as per forms prescribed in SECTION 4). Submission of the Technical and Financial proposal in improper form shall render the Proposal liable to be rejected.
13.	9.4	The formats of the Technical Proposal to be submitted are:	
		Form Tech 1	Letter of Proposal Submission
		Form Tech 2	Consultant's Organization & Experience
		Form Tech 3	Approach & Methodology and Work Plan for performing the assignment/job (Maximum of 20 pages including charts and diagrams)
		Form Tech 4	Team Composition & Task Assignment/jobs
		Form Tech 5	Curriculum vitae (CV) for proposed professional staff
		Form Tech 6	Information regarding any conflicting activities and declaration thereof



Clause No. of Data Sheet	Ref. of ITC	Particulars	Description
14.		Training is a specific component of this Assignment/job	No
15	10	Goods & Services Tax, etc.	The Financial Proposal shall consider all taxes including GST. All payments to consultants shall be subject to deduction of taxes at source, as per Applicable Laws.
16.	11.	Consultant shall state the cost in:	Indian Rupees
17	12.1	Earnest Money Deposit	Rs. 6.00 lakhs (Rupees Six Lakh only) in the form of Unconditional BG/ Demand Draft of scheduled bank/Post Office Term Deposit/FDR/e-FDR/NSC to be pledged in favour of Managing Director, Patna Smart City Ltd. , payable at Patna. [Savings Bank Account No. 73211100000023, IFSC Code PUNB0MBGB06 ('0' is zero at both places), Bank: Dakshin Bihar Gramin Bank, Kankarbagh- 800020 (Branch Code: 7321)]
18.	13.	e-proc Bid Processing Fee	Payable to BELTRON as per e-proc norms
	13.	Cost of Bid Document/ RFP Fees	Rs. 10,000/- (Rupees Ten Thousand only) Non-refundable, in the form of Demand Draft/Banker's cheque in favour of Managing Director, Patna Smart City Ltd. payable at Patna.
19.	14.3	Submission of Technical & Financial proposals	Consultant must submit the Technical & Financial proposals online by 16:00 Hrs. on 03.10.2020 (only online on e-proc) as per the dates specified in the NIT. The hard copy of EMD and Bid Document fee needs to submit to the address mentioned in the Data Sheet before the mentioned dates. Submission of hard copy of the financial bid will lead to rejection of the bid.
20.	15.4	Evaluation Criteria/ sub criteria:	Criteria, sub-criteria, for evaluation of Technical Proposals have been prescribed: Detailed Evaluation Criteria is given below in this Data Sheet.
21.	15.7	Method of Selection	Quality (80%)-cum-Cost (20%) Based Selection QCBS 80:20 The technical quality of the proposal will be given weightage of 80%. The technical qualification evaluation method is indicated in Para 15. The price bids of only those consultants who qualify technically (i.e. who obtain at least 70% marks, the minimum required to qualify technically), will be opened. The proposal with the lowest cost may be given a financial score of 100. All other proposals will be given financial score that are inversely proportionate to their prices. The financial proposal shall be given weightage of 20%.



Clause No. of Data Sheet	Ref. of ITC	Particulars	Description
			<p>For working out the combined score, the employer will use the following formula:</p> <p>Total Points = $T(w) \times T(s) + F(w) \times F(s)$, where, $F(s) = \{(LEC / EC) * 100\}$ <i>T(w) stands for weight of the technical score (0.80)</i> <i>T(s) stands for technical score obtained, out of 100.</i> <i>F(w) stands for weight of the financial proposal (0.20)</i> <i>EC stands for Evaluated Cost of the financial proposal</i> <i>LEC stands for Lowest Evaluated Cost of the financial proposal.</i> <i>F(s) stands for Financial score of the financial proposal</i> The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and may be called for negotiations, if required.</p>
22	16	Negotiation	If any Key Professional/Expert gets less than 60% marks during technical evaluation, then he/she needs to be replaced at the time of negotiation. The other experts whose CVs are not be evaluated may also be submitted with proposal, and all of them should meet the minimum qualification criteria as per the ToR, otherwise those (such professional/expert) may have to be suitably replaced at the time of negotiation.
23	17.3	Expected date for commencement of consulting assignment/job	15/12/2020
		Location for performance assignment / job:	Patna, Bihar



Procedure for Detailed evaluation of technical qualifications
(with reference to Point No. 20 / Clause 15.4 of Data Sheet)

The technical evaluation of Proposals satisfying minimum eligibility conditions shall as follows:

Sl. No.	Evaluation Criteria	Marks
1	Average Annual Turnover (2017-18, 2018-19, 2019-20)	10 Marks
	For Rs. 40 crores : 5 marks	
	For every additional 10 crores : 0.5 marks	
2	Experience of the firm (40 marks)	
a	Form 2D: Experience of providing PMC/ PDMC/ consultancy services to at least one ongoing Smart city under Smart City Mission continuously for 1 year or more. (2 marks per Smart City, maximum up to 8 marks)	8 marks
b	Form 2E: Experience of carrying out consultancy assignments as PMC/Supervision Consultant in Infrastructure Projects includes Buildings/ Roads/Highway/ Water Supply/ Sewerage/ Drainage/ SWM/ Multi-modal Hub/ Bridges & Flyover/ Subway/ Bus Terminal projects of Government of Bihar/Jharkhand in the last 7 years with value of consultancy fee being Rs. 100 lakhs or more. (2 mark per consultancy assignments, maximum 8 marks)	8 marks
c	Form 2F: Experience as a PMC/Supervision Consultant in Infrastructure Project Management consultant in projects under Central/ State Government organisations in last 7 years, with consultancy fee Rs. 100 lakhs or more. The Infrastructure include Buildings/ Roads/Highway/ Water Supply/ Sewerage/ Drainage/ SWM/ Multi-modal Hub/ Bridges & Flyover/ Subway/ Bus Terminal) (2 mark per project, maximum 8 marks)	8 marks
d	Form 2G: Experience as consultant for PPP/DBFOT projects in the field of Infrastructure/ Real Estate/ Industrial Infrastructure/ Tourism/ Transport etc., in the last 7 years, where the value of each project has been Rs. 250 crore or more. (Projects in which concessionaire/contractor has been appointed, shall only be considered) (2 mark per project, maximum 8 marks)	8 marks
e	Form 2H: Experience as Project Management /Supervision Consultant in ICT projects, with value of consultancy services of Rs. 100 lakhs per project or more, in the last 7 years. (2 mark per project, maximum 8 marks)	8 marks
	Proposed methodology and work plan in response to the Terms of Reference <ul style="list-style-type: none">• Technical Approach & Methodology – 8 marks• Work Plan – 1 mark• Organisation & Staffing- 1 mark	10 marks
	Relevant experience of the key personnel	40 marks

Note.

1. For Form-2E, 2F, 2G & 2H - Project completed or substantially completed (80%) will be considered for evaluation.
2. The experience of the consultant (as sole/JV/associate) with Government client as principal employer only, will be considered for evaluation.
3. The experience of parent company shall not be considered.



Qualifications and competency of each of the key professional as per serial (4) above will be evaluated separately. The marks for **key professionals/expert** will be further sub-divided as under:

Sr No	Position	Marks
1	Project Director-cum-Team Leader	8
2	Architect-cum-Urban Planner	4
3	ICT Expert	4
4	Construction Manager	4
5	Contract Manager-cum-Procurement Expert	4
6	Urban Infrastructure Specialist	4
7	Transaction Advisor for PPP projects	4
8	Structural Engineer	4
9	Solid Waste Management Expert	4
	TOTAL	40

For all the above positions following sub-criteria shall be followed:

- *If any key experts get less than 60 % marks, then he needs to be replaced at the time of negotiation.*
- *Other experts should meet the minimum qualification criteria as per the ToR, otherwise the expert needs to be replaced at the time of negotiation.*

The relevant experience of the key personnel shall be evaluated as follows:

Marking Criteria for each and every key personnel		
a)	Educational Qualification	
	i) Against minimum qualification	20%
	ii) For relevant additional qualifications (Only Post graduate degree and doctorate in relevant field)	10%
b)	Number of years of experience	
	i) If minimum number of years of experience is met	20%
	ii) Additional number of years of experience, maximum up to 5 years (2% marks for each completed year)	10%
c)	Adequacy for the assignment/ job (Experience in carrying out similar assignment/job)	40%



SECTION 3: TECHNICAL PROPOSAL - STANDARD FORMS



FORM TECH- 1 LETTER OF PROPOSAL SUBMISSION

[Location, Date]

To: *[Name and address of Employer]*

Dear Sir(s):

We, the undersigned, offer to provide the consulting Assignment/job for *[Insert title of Assignment/job]* in accordance with your Request for Proposal dated *[Insert Date]* and our Proposal. Accordingly, we are hereby submitting our Proposal, which include this Technical Proposal, a Financial Proposal (sealed under a separate envelope) and requisite EMD and bid processing fees.

We are submitting our Proposal in association with *[Insert a list with full name and address of each associated Consultant]*

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph 8 of the Part II: Data Sheet, we undertake to negotiate based on the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

We remain,

Yours sincerely,

Authorized Signature *[In full and initials]*:

Name and Title of Signatory:

Name of Firm:

Address:



FORM TECH- 2

CONSULTANT'S ORGANIZATION & EXPERIENCE

Form 2A: Format for Details of Consultant

1. Details of Consultant

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

2. In case of a Consortium:

- The information above should be provided for all the members of the consortium.
- Information regarding role of each member should also be provided as per table below:

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



Form 2B: Format for Financial Capability of the Consultant

(Equivalent in Rs. crores)

Consultant*	----- <i>(Name of Consultant)</i>				
FY	2017-18	2018-19	2019-20	Total	Average
Annual Turnover					

Certificate from the Statutory Auditor

This is to certify that*(name of the Consultant)* has received the payments and annual turnover as shown above against the respective years.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

- # The Consultant should provide the Financial Capability based on its own financial statements. Financial Capability of the Consultant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Consultant.
- * Consultant should fill in details of their Annual Turnover in the row below the financial year indicated. In case the Consultant is a Consortium, for the purpose of evaluation, financial parameters of every member shall be furnished in separate sheets, for consideration.



Form 2C: Experience in similar assignments (Project Management Units/ Support Units/ Technical Support, Coordinator Consultants or similar consultancy works in Government (Central/ State/ Municipal) organisation.

List projects (not more than 10), on which worked in the last 5 years and which are similar to the projects mentioned in the RFP.

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

The Bidder shall submit the evidence of project experience in the form of Completion Certificate/Agreement.



Form 2D: Experience of providing PMC/ PDMC/ consultancy services to at least one ongoing Smart city under Smart City Mission continuously for 1 year or more.

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

The Bidder shall submit the evidence of project experience in the form of completion certificate/Agreement.



Form 2E: Experience of carrying out consultancy assignments as PMC/Supervision Consultant in Infrastructure Projects includes Buildings/ Roads/Highway/ Water Supply/ Sewerage/ Drainage/ SWM/ Multi-modal Hub/ Bridges & Flyover/ Subway/ Bus Terminal projects of Government of Bihar/Jharkhand in the last 7 years with value of consultancy fee being Rs. 100 lakhs or more.

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

The Bidder shall submit the evidence of project experience in the form of completion certificate/Agreement.



Form 2F: Experience as a PMC/Supervision Consultant in Infrastructure Project Management consultant in projects under Central/ State Government organisations in last 7 years, with consultancy fee Rs. 100 lakhs or more. The Infrastructure include Buildings/ Roads/Highway/ Water Supply/ Sewerage/ Drainage/ SWM/ Multi-modal Hub/ Bridges & Flyover/ Subway/ Bus Terminal)

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

The Bidder shall submit the evidence of project experience in the form of completion certificate/Agreement.



Form 2G: Experience as consultant for PPP/DBFOT projects in the field of Infrastructure/ Real Estate/ Industrial Infrastructure/ Tourism/ Transport etc., in the last 7 years, where the value of each project has been Rs. 250 crore or more.

(Projects in which concessionaire/contractor has been appointed, shall only be considered)

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

The Bidder shall submit the evidence of project experience in the form of completion certificate/Agreement.



Form 2H: Experience as Project Management /Supervision Consultant in ICT projects, with value of consultancy services of Rs. 100 lakhs per project or more, in the last 7 years.

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

The Bidder shall submit the evidence of project experience in the form of completion certificate/Agreement.



FORM TECH- 3

DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

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

- *Technical Approach and Methodology,*
- *Work Plan, and*
- *Organization and Staffing,*

*a) **Technical Approach and Methodology:** In this chapter consultant should explain their understanding of the objectives of the assignment/job, approach to the assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. The consultant should highlight the problems being addressed and their importance and explain the technical approach consultant would adopt to address them. The consultant should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

*b) **Work Plan:** The consultant should propose and justify the main activities of the assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.*

*c) **Organization and Staffing.** The consultant should propose and justify the structure and composition of their team. The consultant should list the main disciplines of the assignment/job, the key expert responsible, and proposed technical and support staff].*



FORM TECH- 4
TEAM COMPOSITION & TASK TO BE ASSIGNED
(Only Key Professional Staff considered for evaluation)

Sr. No.	Name of professional	Area of Expertise	Identified for Position/ Task
1			
2			
3			
4			
5			
6			
7			
8			
9			



FORM TECH- 5
CURRICULUM VITAE (CV)
FOR
PROPOSED KEY PROFESSIONALS & OTHERS

1. Proposed Position:

[For each position of key professional separate form Tech-6 needs to be prepared]:

2. Name of Firm:

[Insert name of firm proposing the staff]:

3. Name of Staff:

[Insert full name]:

4. Date of Birth:

5. Nationality:

6. Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

[List countries where staff has worked in the last ten years]:

10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:



11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From *[Year]*:

To *[Year]*:

Employer:

Positions held:

12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignment/jobs in which the staff has been involved, indicate the following information for those assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of assignment/job or project:

Year:

Location:

Employer:

Main project features:

Positions held:

Activities performed:

14. Certification:

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

Date:

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

Place:

[Full name of authorized representative]:



FORM TECH- 6

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your firm or group company or any member of the consortium which are of conflicting nature as mentioned in para 5 of section 2?

- If yes, please furnish details of any such activities.
- If no, please certify as follows:

(i) We hereby declare that our firm, our associate / group firm, or any of the member of the consortium are not indulged in any such activities which can be termed as the conflicting activities under **Para 5 of Section 2**.

(ii) We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature *[In full and initials]:*

Name and Title of Signatory:

Name of Firm:

Address:



SECTION 4: FINANCIAL PROPOSAL - STANDARD FORMS



FORM FIN- 1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: *[Name and address of Employer]*

Dear Sirs:

We, the undersigned, offer to provide the consulting assignment/job for *[Insert title of Assignment/job]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal is for the sum of *[Insert amount(s) in words and figures]*. This amount is inclusive of GST, if levied. We hereby confirm that the financial proposal is unconditional, and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph 8 of the Part II: Data Sheet.

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

Yours sincerely,

Authorized Signature *[In full and initials]:*

Name and Title of Signatory:

Name of Firm:

Address:



FORM FIN- 2: SUMMARY OF COSTS

Particulars	Amount in Rupees
A. PMC/ Supervisory Components (to be paid on actual basis)	
(A.1) Remuneration: Professional & Supervisory Staff (to be paid as per actual deployment) (Please note that amount shall be the same as in Form FIN-3)	X1
(A.2) Reimbursable (Please note that the ceiling amount is already indicated in Form FIN-4)	25,00,000/-*
Sub Total of PMC/ Supervisory Components paid on actual basis	$X = X1 + 25,00,000$
B. DPR Preparation work which includes preparation of SAR, FSR, DPR and Bid documents:	
(B.1) Lump Sum cost towards Manpower (Please note that amount shall be the same as in Form FIN-5)	Y1
(B.2) Lump Sum cost towards Other Expenses (Please note that amount shall be the same as in Form FIN-6)	Y2
(B.3) Reimbursable – towards provisional sum & contingencies (Please note that the ceiling amount is already indicated in Form FIN-7)	40,00,000/-*
Sub Total of DPR component or the 'Lump Sum' component	$Y = Y1 + Y2 + 40,00,000$
Total of (X + Y) = Z	'X + Y'
Grand Total	'Z'

*Note: Ceiling Cost as indicated in FIN-4 and FIN-7.

Authorized Signature

Name:

Designation

Name of firm:

Address:



FORM FIN-3
(PROFESSIONAL & SUPERVISORY STAFF)
BREAKDOWN OF REMUNERATION

Sl. No.	Name*	Position*	Man month	Rate in Rs.	Amount in Rs.
PROFESSIONAL STAFF			(A)	(B)	(A)*(B)
1		Project Director-cum-Team Leader	15		
2		Architect-cum-Urban Planner	10		
3		ICT Expert	10		
4		Construction Manager	15		
5		Contract Manager-cum-Procurement Expert	10		
SUPERVISORY STAFF					
6		Electrical Engineer	15		
7		Quality Control cum Site Engineer (Civil)	90		
8		Quantity Surveyor	10		
9		Draughtsman	10		
10		Assistant	15		
		Total	200		

**Note: The currency of quote shall be Indian Rupees.*

Key Professionals are to be indicated by name; however, the Support Staff is to be indicated per category (e.g.: Electrical Engineer, QC cum Site Engineer, Draftsman, Assistant etc.)

Total Remuneration (in Figure) carried to FIN 2 = _____

(Amount in Words):



FORM FIN-4
BREAKDOWN OF REIMBURSEBLE EXPENSES FOR
WORKS RELATED TO PROFESSIONAL & SUPERVISORY STAFF

Sl. No.	Description	Ceiling Amount
1.	TA/DA, including hotel allowance to experts for every night absence from their headquarters for the purposes of the Services	4,00,000/-
2.	Cost of office operation, including overheads and back-stop support	2,00,000/-
6	Local Transportation/ hire charges limited to 3 vehicles (1500 km/month/vehicle)	12,50,000/-
9.	Cost towards Report Production (including printing) and delivering to project/ client office.	5,00,000/-
10	Contingencies & other permissible expenses wherever applicable	1,50,000/-
	TOTAL	25,00,000/-

Note: *Reimbursement in above mentioned head will be done on actual basis but not exceeding the amount specified under various heads, and with the prior approval of the Client.*

Total Reimbursable in Rupees (already shown in FIN- 2): = 25,00,000/-

Amount in words: Rupees Twenty-Five Lakhs



FORM FIN- 5 (DPR WORK)

This Table is only to work out the MANPOWER REQUIRED FOR DPR PREPARATION worth Rs 440 crores from the savings of SCM funds and for providing services as Transactional Advisor to projects in PPP mode for projects worth Rs 360 crores. Additional professional, deemed fit, with manpower proposed to be utilised for the work may be added to the list. The final amount shall then be carried to FIN- 2, which will form part of the bid cost.

Sl. No.	Name*	Indicative Position* – both key professionals & support staff	Man month	Rate in Rs. (consultants may quote their own rates)	Amount in Rs.
			(A)	(B)	(A)*(B)
1		Urban Infrastructure Specialist			
2		Solid Waste Management Expert			
3		Structural Engineer			
4		Transaction Advisor for PPP projects			
5		ICT Architect /Expert			
6		GIS/Remote sensing Expert			
7		Contract and Procurement Expert			
8					
9					
n					
		Total →			

Note: The currency of quote shall be Indian Rupees. Key Professionals are to be indicated by name; however, the Support Staff is to be indicated per category (e.g.: Draftsman, Assistant etc.)

Total Remuneration (in Figure) to be carried to FIN 2 = _____

(Amount in Words):



FORM FIN-6

BREAKDOWN OF OTHER EXPENSES INCURRED FOR DPR PREPARATION

Other expenses likely to be incurred in 'DPR' preparation may be provided in this Form only be used to demonstrate the basis for calculation of the amount, and calculate applicable taxes, if any, which can be utilised during negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not form basis for payments under 'DPR'

No	Description	Unit	Quantity	Unit Price in Rupees	Total Amount in Rupees
1.	TA/DA for experts, etc. for the purposes of their Services	No.			
2.	Cost of office operation, including overheads and back-stop support	Per Month			
3.	Local Transportation	Vehicle Month			
4.	Communication Costs of personnel and Office	Person Month			
5.	Cost of Reports Production (including printing) and delivering to Client at project office	LS			
6.	Other Allowances wherever applicable	LS			
Sub Total: Reimbursable Expenses carried to FIN 2					

Other Expenses (in Rupees) to be carried to FIN 2: = -----

Amount in words:



FORM FIN- 7
Provisional Sum & Contingency
(Reimbursement as per actuals)

Sl. No.	Description	Ceiling Amount
1	Provisional Sum for Survey & Investigation, Soil Tests, Studies	25,00,000/-
2	Contingency	15,00,000/-
	Total of Provisional Sum & Contingency	40,00,000/-

Note: *Reimbursement in above mentioned head will be done on actual basis but not exceeding the amount specified under various heads, and with the prior approval of the Client.*

Total Reimbursable in Rupees (already indicated in FIN- 2): = 40,00,000/-

Amount in words: Rupees Forty Lakhs only.



APPENDIX

NOTE FOR PREPARATION OF FINANCIAL PROPOSAL

1 **Form FIN-1** Financial Proposal Submission Form shall be filled as per the instructions provided in the Form.

2 **Form FIN-2** Summary of Costs: Form FIN-2 provides a summary of the elements of estimated costs for implementation of the proposed Consultant services.

3 **Form FIN-3** Remuneration

(i) The purpose of Form FIN-3 is to identify the monthly billing rates for each Personnel to be fielded by the Consultant as part of its proposed team of experts at Patna. The Team will be provided furnished office space at 5th Floor, BISCOMAUN Towers, Patna-800 001 along with computers, etc. free of cost.

(ii) Months input required to be fielded by the Consultant, as part of its proposed team of experts at Patna, has been indicated at FIN- 3 (which shall be the upper limit for respective positions). **Please note that the man month for Time Based remuneration components shall be equal to that mentioned in ToR.** The month shall be calculated as per follows:

1 year = 12 months, working days shall be as per Government of Bihar.
Saturdays are working days.

(iii) Support Staff is also included Form FIN- 3, the rates of which is to be indicated.

4 **Form FIN-4:** Reimbursable Expenses

The purpose of Form FIN- 4 is to indicate the reimbursable expenditures to the Consultant for carrying out the assignment successfully.

TA/DA allowance: This shall be paid for stay during night, outside the Headquarters during such tour/travel. The travel shall be undertaken with prior consent of the Client. The payment will be made as per entitlement to PSCL Managers, Senior Manager and CGM to supervisory staff, experts, and Team Leader of consultancy firm, respectively.

5. **Form FIN-5:** The MANPOWER REQUIRED (making own assessment by the consultant) FOR PREPARATION of DPR worth Rs 440 crores (available from the savings of SCM funds and State Funds) and for providing services as Transactional Advisor to urban infrastructure development projects worth Rs 360 crores in PPP mode needs to be indicated in FIN- 5. The professional already indicated in the form FIN-5 is purely indicative and consultant are free to add any post they consider necessary. The idea of providing this form is to assist in working bid cost rationally, which can later be utilised, in negotiation, if any, while finalising the consultancy services. This amount of FIN-5 shall be carried to FIN- 2.



6. **Form FIN-6:** Other expenses likely to be incurred in 'DPR' preparation may be provided in Form FIN-6. This form can be the basis for calculation of the amount and applicable taxes, if any, which can be gainfully utilised during negotiations, if needed, to establish payments to the Consultant for possible additional services requested by the Client. However, this form shall not form basis for payments under 'DPR'.
7. **Form FIN- 7:** Expenditures under the project, to be paid under provisional sums on actual basis, shall be done maintaining financial proprietary. The Financial proprietary means purchasing of any article from open market on most competitive rates based on at least three quotations or by calling tenders. Consulting firm must provide certificate that material is purchased on lowest rate in the market. The cost of Survey & Investigation, Soil Tests, special studies, etc. will also reimbursed. The reimbursement of provisional sums and contingent expenditure has an upper limit to it, and prior permission of the client needs to be obtained.



SECTION 5: TERMS OF REFERENCE



1. Background

The Government of India had announced the list of 100 cities to be taken up for development as smart cities. Patna was selected in the third round.

2. Objective of the Assignment

The objective of the assignment is to provide PMC services to Patna Smart City Limited and associate in preparing DPRs and as such to design develop, manage, and implement Smart City Projects as per para 10.6 of Smart City Mission Guidelines.

3. Scope of Services

3.1 The scope of PMC under the proposed mission is divided into three broad components namely (i) Project Management, (ii) Design & Development and preparation of DPRs (iii) Provide Transaction Advisory Services for PPP projects (iv) Provide manpower for Construction Supervision and Quality Control.

The selected Consultant shall support Patna Smart City (SPV) in overall project management of Smart City projects, including designing, developing, managing and implementing smart city projects identified by the city on the following two outputs:

- (i) Output 1: Area Based Development
- (ii) Output 2: Pan-city Solution

3.2 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 (<https://smartnet.niua.org/smart-cities-network>) where the project detail (module-wise) as mentioned in Smart City Proposal is attached at Annexure I]. The project identified in this list are to be vetted in consultation with stakeholders regarding the technical and economic feasibility and sustainability etc., therefore, projects may change so as to align and adapt with mission objective in consultation with the stakeholders/employer. The consultant will carry out required investigations, design, prepare feasibility report, Preliminary Design Report/ Detail Design Report (PDR/DPR), and assist in procurement of implementing partner/agency(ies) expeditiously for the indicative list of projects as Annexure I and any other project which may be envisaged for making city smart. The PMC shall assist SPV in preparation of RFPs for the procurement of implementing partner(s)/ Agency(ies).

3.3 The PMC shall also assist Patna Smart City Limited in supervision & monitoring of the work of implementing agencies and shall be responsible for overall management of the project.

3.4 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. The SPV will decide on method of procurement such QCBS, QBLCS (Quality Based Least Cost



Selection) etc.

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

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

4. Detailed Scope of Work:

A. Task 1: Project Management:

I. Activity 1:

- i. Provide strategic support/advice to SPV for project identification, prioritization, design & investigations, procurement, implementation, cost control, scheduling, risk management, public outreach, monitoring, auditing, reporting, and ensuring compliances and due diligences required for the project;
- ii. Assist SPV in raising, regulating, utilizing, and managing various funds and grants allocated by various bodies/schemes to the SPV and simultaneously manage accessing of funds by the SPV from other sources including debt, user charges, taxes, tolls, surcharge and others.
- iii. Review the project costs and financing plan/project financing options for each project and assess the need for additional fundraising to bridge gaps between capex required and allocable funds. The consultant shall be responsible for advising the most optimal financing options (as PPP etc.) and tie up the funds required by the projects.
- iv. Assist State Government/ SPV in identifying key stakeholders, (such as from elected representatives, eminent persons, sector experts, RWAs, market associations, government entities, institutions, etc.) and conducting regular meetings to discuss progress and issues related to smart city projects, and prepare minutes for recording and circulation;
- v. Planning, scheduling and monitoring of the projects using PMIS / latest IT tools and techniques such as online monitoring of work sites with the aid of cyber tools.
- vi. Develop and implement procedure for timely payments to the contractors and monitor for compliance;
- vii. Monitor implementation of mitigation measures for the project Conditionalities and update the Plan as per requirement.
- viii. Assist the SPV in fund raising activities, Prepare the SPV 's future cash flow statement for the next five years to identify annual or quarterly funding requirements
- ix. Establish all necessary records and the procedures of maintaining/updating such records for each package and for the entire project.
- x. Support the development/drafting of procurement/quality/other manuals, governance structure, and financial reporting mechanisms of the SPV.
- xi. Prepare the strategy and framework for citizen engagement and mass communication and ensure compliance with smart city mission guidelines in this regard of all stakeholders of the projects.



- xii. Support the SPV in engaging knowledge partners to include national and international academic and research institutions, experts, specialists, think-tanks, and other relevant organizations that build and strengthen the SPV's capacities to consistently implement and showcase the Smart City projects.
- xiii. Assist the SPV in recruitment and capacity building for the SPV's employees and define/review the SPV's organizational policies including Human Resource policy and draft code of conduct for employees, vendors/contractors.

B. Task 2: Project Design and Development:

II. Activity 2: Situation analysis report

a. Area Based Development:

- i. Integrated Projectization - The consultant will review and re-verify the integrated modules (group of projects) in the smart city proposal and regroup them into modules in consultation with the SPV
- 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. Preparation of situation analysis report for each module.

b. Pan City Proposal

- 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 Commissioner/ CEO of SPV 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 modules 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.
- viii. Preparation and Submission of Business Re-engineering Report (BPR) and Final function requirement specifications (FRS) and its acceptance & approval by the Client:
 - Design the entire business process as per the learnings from the as -is study.
 - Prepare the Business process re-engineering report.
 - List out the functional requirement specifications as per BPR and get it approved by the Client to go for the feasibility study.

III. Activity 3: Feasibility Report

a. Area Based Development

- i. 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
- ii. Preparation of project development and implementation road map, project prioritization, carryout project phasing matrix and risk mitigation plan.
- iii. Review land availability, rehabilitation - resettlement & environmental issues for identified projects
- iv. 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
- v. Identify the possibility of private / public participation in the service delivery, as feasible and applicable and prepare contract document for such packages.

b. Pan City Proposal

• 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 digitization 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.



- **Financial Implications and Viability**

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

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

a. Area Based Development

- i. 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.
- ii. For preparing DPR, the consultant will carry out all the required engineering surveys and investigations¹ 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.
- iii. 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;
- iv. Assist the SPV on technical, commercial, financial, and legal aspects for project development as per requirement.

b. Pan City Proposal

- i. 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 Smart City/SPV. The costs estimate shall be prepared on the basis of Rates suggested by

¹ Required Survey and Investigations in consultation and approval of the SPV



- SPV 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;²
- ii. 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.
 - iii. For each sub project based on the approved framework 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.
 - iv. Prepare Detailed Project Report including technical specifications, Contract drawings, bills of quantities and above aspects.
 - v. Finalizing arrangement for contracting including exploring options for PPP/ Service Level Agreements.
 - vi. Preparation of strategy and action plan for IEC program including public participation.
 - vii. Assist stakeholder consultations for each module.

V. Activity 5: Bid Process Management (preparation of Bid documents and award of contract):

1. Based on discussions with all stakeholders and approval from to SPV the consultant shall Prepare consolidated bid documents, technical specifications, contract drawings, final bills of quantities, EMP and any other necessary information required for successful tendering and implementation of contracts. The Bid document should be in accordance with the Government of Bihar/ Central Government guidelines. Under this task the Consultant is required to do the following:
2. Assist SPV in all aspects of procurement including issuing bid invitation, addendum/corrigendum, and clarifications to the bidder's queries, assist in bid evaluation, selection of contractors/ implementing agencies;

² The SPV is to decide for the rates to be adopted for the estimate of the Feasibility/PDR/DPR



3. Prepare contract documentation to include Letter of invitation, conditions of contract, specifications, design parameters; bills of quantities, etc. for all modules in close coordination with the SPV.
4. 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.
5. Assist in preparation of replies of the pre-bid queries, contract negotiations and award of contract(s).

a. Area Based Development

- i. Finalize arrangement for contracting including exploring options for PPP/ Service Level Agreements.
- ii. 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);
- iii. 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.
- iv. The SPV of the Patna may get the bid document certified/accredited by Independent Agency.

b. Pan City Proposal

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 SPV 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).

Task 3: Project Implementation and Supervision

I. Activity 6: Implementation phase:

a. Area Based Development:

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

- i. Assist SPV to conduct stakeholder consultation during design and implementation process.



- ii. Provide advice and guidance to the SPV 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 SPV and certify the contractor's bill and recommend for making payments to SPV
- xiii. Assist the SPV 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.
- 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 SPV;
- xvi. Assist third party inspection of work carried out by implementation agency(ies), if necessary, as decided by SPV
- xvii. Assist SPV 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 SPV 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 SPV in issue of completion certificates.
- xxi. Inspect the works at appropriate intervals during defect liability period and certification issue.
- xxii. Prepare on behalf of SPV monthly project progress reports describing the physical and financial progress of each subproject, highlighting impediments to the quality and progress of the works and remedial actions, to be submitted to SPV



- xxiii. Assist SPV in monitoring of progress as per the Program Performance Monitoring System (PPMS) or as required by SPV
- xxiv. Develop and maintain project management information system (PMIS) to track project progress and generate MIS progress reports such as physical and financial progress.
- xxv. Develop and implement procedure for timely payments to the implementing agency (ies) and monitor for compliance.
- xxvi. Support SPV in overall Project Management and coordination with implementing agencies, government agencies, private players, technology service providers and others.
- xxvii. Support SPV to meet compliance requirements as and when required.
- xxviii. Support SPV 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.

b. Pan-City Proposal

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 SPV, State IT Department, State Line Departments, Municipal Corporation Officials, SI, MoHUA (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 SPV) 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 SPV 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 SPV 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 SPV 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 SPV 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 investigate:
- **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
 - 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 equipment's and connectivity
 - Data digitisation and migration
 - Training to the departmental personnel
 - Handholding support
 - Integration with applications of other departments / agencies etc.
 - Any corrective or preventive actions required from any of the stakeholders
 - Highlight the changes required in the applications and ensure that the suggested changes are incorporated in the system by the SI
- v. Monitoring the O&M
 - a) Support SPV for monitoring of the compliance of the contractual obligations of the SI.



- b) Monitor the operations and maintenance of the overall system as per the standards and requirements defined for SI including but not limited to resolution of issues, availability of the system, updating hardware or system software etc.
 - c) Ensure that the SLAs and performance levels defined for SI are met as agreement. The Consultant shall review the SLA performance, capacity and effectiveness of the helpdesk set up by the SI.
- vi. The consultant shall be responsible for reviewing the work of System Integrator and recommend payments to the SPV.
10. The Consultant shall provide support to the Client for the successful completion of the Project and its handing over to Client/ any other agency as decided by the Client.
11. The Consultant shall be responsible for reviewing the work of System Integrator and approve payments to be made to the SI by the Client.
12. The Consultant shall provide support to the Smart City/SPV for the successful completion of the Smart City Project and its closure.

5. Team Composition & Qualification Requirements

13. The Professionals required for this assignment are categorized as (i) Time based Contract (for task 1 and 3) and (ii) Lump Sum Contract (for task 2). **For time based contract, the team shall provide full person man days/ months' time on the project (field), no home input will be considered in this category.** However, for Lump sum Contract. The team input may be considered into home and field. The support team shall be on the need basis of the assignment.
14. Based on the scope of work, the Consultant shall assess the actual requirement of the professionals for carrying out the assignment for different project under all modules during the assignment. A reasonable size team of support staff like support design engineers, quantity surveyors, draft men, junior analysts, field engineers etc. shall also be required to support the professionals. The Consulting firm may deploy the additional staff as per requirement of the assignment for which there will be no extra financial implications for the Client and the cost of such additional staff is deemed to be included in the total Remuneration quoted by the Consultant in its Financial Proposal.
15. 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).
16. The CVs of the core team shall be evaluated for technical score are indicated below:



Time Based Professional & Supervisory Staff indicated in FIN-3					
Sl. No.	Position	No. of Person	Man Months	Qualifications & Skills	Experience
1	Project Director-cum-Team Leader	1	15	Bachelor's in Civil Engineering & Masters in Urban Infrastructure related subjects viz. Structures, Transportation and the like. MBA is desirable	<ul style="list-style-type: none">• Minimum 12 years' experience in Infrastructure Development / Urban Development sector.• Experience in Project Management of Urban Infrastructure Works.• Experience as Team Lead for minimum 5 projects related to Urban development /Infrastructure development.• Experience in working with Centre/State Government with well understanding of urban development policies, issues, and procedures.
2	Architect cum Urban Planner	1	10	Bachelor's in architecture & Masters in Urban Planning/ Regional Planning/ City Planning	<ul style="list-style-type: none">• Minimum 8 Years of Experience in Urban Planning related assignments.• 5 years' experience in integrated land use planning GIS based land use planning, preparing Master Plan/ CDP/ SCP/ Zonal Development Plans etc.• Knowledge in AutoCAD, Sketchup, Rendering, other design software, MS Office etc.
3	ICT Expert	1	10	B. Tech/ B.E in Information Technology/ Computer Science /Electronics and Communication Engineering/ MCA	<ul style="list-style-type: none">• Minimum 10 Years of Experience in the area of MIS for Institutional/ Governance level and Integration of various user data• Experience in preparation of Technical requirements document of the e-Services and solution for implementing IT related infrastructure services/ e- services, networking infrastructure etc.,• Proven knowledge of modern internet technologies and experience in software telecommunications facilities.• Working experience in network administration and use of hardware/software, telecommunication facilities.• Experience in databases development, programming and web designing, Crowd sourcing on E & M platforms with respect to local bodies• Experience in Institutional Liaoning various services under e-governance creation of command center.



Time Based Professional & Supervisory Staff indicated in FIN-3					
Sl. No.	Position	No. of Person	Man Months	Qualifications & Skills	Experience
4	Construction Manager	1	15	B.E / B.Tech in Civil Engineering with Masters in Construction Management.	<ul style="list-style-type: none">• Minimum 7 Years of Experience in infrastructure projects.• Experience in working in Roads/Urban Infrastructure Projects/Water supply & Building Constructions /sewerage networks etc.,• Experience with Project management in Civil Engineering Projects and exposure of CPM & PERT Techniques.
5	Contract Management cum Procurement Expert	1	10	B.E / B. Tech & Bachelor's in Law/ Masters in Business Administration.	<ul style="list-style-type: none">• Minimum 7 Years' experience in procurement of Civil/ Infrastructure works related assignments• Experience in Contract management of Civil Infrastructure Projects which shall include preparation of Tender documents for Item Rate, EPC and Turnkey projects as per the requirements of the client, Assisting in Evaluation of Tender documents, Negotiations, Award of work, planning, scheduling, risk management and final closure of projects with coordination of the Construction team.• Well versed with the State Bidding Documents and Financial Rules of the state.
5	Quantity Surveyor	1	10	B.E / B. Tech in Civil Engineering	<ul style="list-style-type: none">• Minimum 8 Years of Experience in quantity surveying of infrastructure projects.• Experience in preparation of BOQ's as per approved drawings and checking of contractor bills, processing for payments, quantifying the materials used at site, quantify the excavated materials, stacking & sending out from the site, maintaining of MBs etc.,• Knowledge in AutoCAD, MS Office etc.
6	Quality Control cum Site Engineer (Civil)	6	90	B.E./ B.Tech in Civil Engineering	<ul style="list-style-type: none">• Minimum 3 Years of experience in the relevant field.• Experience in construction supervision and quality assurance of Infrastructure/ Buildings/ Roads & Bridges/ Water supply & sewerage networks etc.
7	Electrical Engineer	1	15	B.E./ B. Tech in Electrical Engineering	<ul style="list-style-type: none">• Minimum 5 Years of experience in the relevant field.• Should have expertise in at-least 2 relevant projects such as electrical equipment, plants, utilities etc.



Time Based Professional & Supervisory Staff indicated in FIN-3					
Sl. No.	Position	No. of Person	Man Months	Qualifications & Skills	Experience
8	Draftsman	2	10	Diploma in Civil Engineering or equivalent	<ul style="list-style-type: none">• Minimum 3 Years of experience in the relevant field.• Experience in handling the design/drawings of Infrastructure/Buildings/ Roads & Bridge related works etc.• Knowledge in AutoCAD, Sketchup, Rendering etc.



DPR Team (The CVs shall be submitted by the Consultant for the following professionals; however, consultant may propose additional skill sets to complete the task. Consultant should also propose the duration for assignment for these professional based on their approach and methodology) *

Sl. No.	Position	Number of Person	Man Months	Qualifications & Skills	Experience
1	Urban Infrastructure Specialist	1	7	B.E./ B. Tech in Civil Engineering with Master Degree in Structural/ Transportation/ Water Resources or equivalent.	<ul style="list-style-type: none">• 10 Years of Experience in related assignments• Experience in working in Building Construction/ Urban Infrastructure Projects which shall include preparation of Designs, Drawings of Civil Infrastructure Works such as Water Supply/ Wastewater/ Housing/ SWM projects.• Knowledge in AutoCAD, MS Office,
2	Solid Waste Management Expert	1	10	Masters Degree in Environmental /Public Health Engineering or equivalent	<ul style="list-style-type: none">• 8 Years of Experience in Solid Waste Management.• Design of solid waste management strategies in compliance with the Municipal Solid Waste Management Rules of 2016.• Knowledge of the latest processing technologies of waste and their implementation.
3	Structural Engineer	1	10	B.E./B. Tech in Civil Engineering and Master's Degree in Structural Engineering	<ul style="list-style-type: none">• 8 years of Experience in Designing of Civil Structures related to Infrastructure projects/ Roads & Bridges/ Buildings/Water supply & Sewerage networks etc.,• Knowledge in AutoCAD, Stab Pro, E-tab, other structural design software and MS Office etc.
4	Transaction Advisor for PPP projects	1	10	MBA/PGDM (Finance)/CA/ CFA or equivalent.	<ul style="list-style-type: none">• Minimum 10 Years of Experience in project funding, structuring of PPP projects• At least developed 03 (two) PPP projects for which the Concessionaire has been appointed and the projects are in execution and/or in operation mode.



5	GIS/Remote sensing Expert	1	3	Master Degree in GIS/ remote Sensing or Post Graduate in GIS/ Remote sensing with MCA / B. Tech or equivalent	<ul style="list-style-type: none">Minimum 8 years of experience in works on similar projects (i.e., use of remote sensing & GIS Technology in Urban sector/project)Knowledge of major GIS Software products (ArcGIS etc.), GPS, Total station, Coordinate reference system, satellite remote services technology and GIS applications.

** The team composition is indicative. The Consultant shall review the composition and suggest suitable skillsets and man months for DPR team and support staff as per their approach and methodology, however, for Time Based Professional and Supervisory staff minimum man month of professionals (mentioned against respective tasks) should be followed while preparing the technical proposal).*

6. Reporting Requirements

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

Activity 1:

Submission and acceptance of Inception Report by the Client: Inception Report containing approach, methodology, work plan and staffing schedule for the project activities and schedule for deliverables.

Activity 2: Situation Analysis Report

- Preparation of situation analysis report for each module.
- Preparation and Submission of Business Re-engineering Report (BPR) and Final function requirement specifications (FRS) and its acceptance & approval by the Client.

Activity 3: Feasibility Report

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 undertaken 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.
- Environmental Management Plan

Activity 4: Draft DPR/Detailed Project Report (Draft DPR/DPR)

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:

- 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,
- 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.

Activity 5: Bid Documents and award of contract

Activity 6: Project Implementation and Supervision

- **Monthly Contract Performance and Management Reports** using PMIS/ Project Management IT tools for each contract during entire program period.
- **Contract Completion Reports** for each project package.
- **Quarterly and Yearly Progress Reports**



The activity time may vary from project to project and will be indicated while entrusting the individual project. 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.

8. Client's Input and Counterpart Services and Facilities

- a) Services, facilities, and property to be made available to the Consultant by the Client: Adequate office space shall be provided to the Consultant by the Client.
- b) Professional and support counterpart personnel to be assigned by the Client to the Consultant's team: As per requirement and at the request of the Consultant.
- c) The Consulting firm will be responsible to:
 - Arrange for office operation related facilities for project development team.
 - Arrange for data collection, survey and investigation, preliminary design, report preparation of reports for projects modules
 - Arrange for communication related to contract, data processing, computers, printing equipment and necessary stationeries.
 - Arrange for all transportation and travelling including local travel required for the assignments to perform the consultancy services/job.
 -

9. Payment Schedule

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

I. The payment shall be made as follows: -

The accepted contract amount shall be paid in the following manner:

Accepted Contract Amount (Z= [insert amount])

1. DPR Preparation work

Lump sum amount = Y1 in FIN 5 + Y2 in FIN 6

For Activity 2 to Activity 5 payment shall be made project wise on pro rata basis

For each DPR payment shall be $M = (Y1 + Y2) * N$

where,

$N = (\text{CAPEX of Project} / \text{Projected cost of all DPRs i.e. Rs 800 crores})$

Note: For projected cost please refer Annexure I, where likely cost of projects with SCM & State Funds is Rs 440 crores, and cost of projects in PPP is Rs. 360 crores.

The M for different Project shall be paid activity wise as mentioned below:

Activity 2:

Submission of **Situation Analysis Report** for Project and its 15% of M acceptance & approval by the SPV



Activity 3:

Submission of **Feasibility Study Report** and its acceptance & 30% of M approval by SPV

Activity 4:

Submission of **Draft DPR** and **acceptance & approval Detailed Project Report** by the SPV 40% of M

Activity 5:

Submission of **Bid Documents and its acceptance & approval** by the SPV and successful tendering and award of project to the Developer/Contractor. 15 % of M

2. TIME BASED FOR PROFESSIONALS/EXPERT & STAFF

Monthly payment shall be made on Time Based Input of the Professionals/Experts and other staff mentioned in FIN 3 as per the man month professional fee quoted by the Consultant and accepted by the SPV of the Smart City. The Monthly payment shall be made based on actual deployment of man days and Approved Time Sheet(s) by the SPV.

3. REIMBURSEMENT COMPONENT

Reimbursement for items mentioned in FIN 4 and FIN 7 will be made as per actual, upon acceptance of claims by the SPV.



ANNEXURE I

1. Background

The total cost of Smart City Proposal (SCP) was initially worked out to Rs. 2,776.16 Crores, in which the Smart City Mission Fund was Rs. 930.00 Cr. Out of this Rs. 930.00 Cr. SCM fund the State and Central share is in the ratio 50:50. These projects are divided in Area-based Developments (ABD) costing Rs. 2,542.54 Crores and Pan City Proposal (PCP) costing Rs. 233.62 crores, which include the Technical & Administration support expenses like survey and investigations, preparation of DPR, project management and supervision etc. to the tune of @ 1%; and Price escalation in civil works and Physical Contingencies, Human resource costs etc. @10%.

The list of Area Based Development projects and PAN city projects were finalized earlier. However, some changes in this list has occurred for making the city smart. This has been done as per decision taken by the Board of Directors of Patna Smart City Ltd. and approval of UDHD GoB and MoHUA, GoI. However, the total cost of SCM projects has remained the same and new projects have been taken up either after dropping the earlier projects or from the savings of the SCM funds.

2. Present Status of Project and Mandate for Consultant:

Presently, sixteen projects have been taken up with SCM funds. The PMC consultant need to provide construction supervision and monitoring required during construction. Preparation of DPR of projects in the ABD and PAN city area which can be taken up with the savings of the SCM and State funds worth approx. Rs 440.00 crores will be entrusted to the consultant. In addition, services as Transaction Advisor also needs to be provided by the consultant in PPP projects of around Rs. 360.00 crores which include Rs. 216.50 crore for 3 urban plazas in area opposite to Patna Jn. Railway under Redevelopment of Railway Station Area project and similar projects in ABD area between Kargil Chowk & R-Block.

The table below lists of 16 SCM projects for which only construction supervision is to be provided and the cost of remaining projects for which services as DPR/ Transaction Advisor is expected from the consultants. Some of the SCM projects which have been entrusted to other line departments of Government of Bihar, as per Advisory 15 is indicated for completeness of information. While bidding, this aspect needs to be kept in view, by the prospective consultants.



SL. No	Project Name	Project cost (in Rs crores)
SCM projects for which only construction supervision is to be provided		
1	Redevelopment of Railway station area (being done by BSBCCCL & BRPNL)	216.50
2	Intermediate Public Transport (IPT) Stand (being done by BSBCCCL)	9.00
3	Development of Mandiri Nala (presently work is held up)	65.20
4	Adalatganj Lake area redevelopment (in completion stage)	9.84
5	Mega size Screen for cultural events at Gandhi Maidan (in completion stage)	6.98
7	Jan Seva Kendra (10 under construction in which 3 is likely to be completed soon, remaining 18 being done by BSBCCCL)	17.50
8	Intelligent SWM (under tender)	13.28
9	Foot Over Bridge (2 locations in ABD area) (being done by BSRDCL)	4.98
10	Strengthening of infrastructure facilities of Police Station Building in ABD Area (being done by BPBCC)	2.50
11	Infrastructure Development of Schools in ABD area (being done by BSEIDCL)	4.63
12	Multilevel Parking at Ekta Bhawan Parishar (being done by BSBCCCL)	29.95
13	Face-lifting of SK Memorial premises (being done by BSBCCCL)	4.97
14	Entrance gates of Gandhi Maidan at 4 locations (being done by BSBCCCL)	4.50
15	Cafeteria adjacent Multilevel Parking (being done by BSBCCCL)	10.00
16	Development of Road between Maurya Hotel and DM residence	7.00
	Total	406.83
Projects for which DPR is to be prepared and PMC done		
1	SCM projects	440.00
Work as Transactional Advisor for projects to be taken in PPP mode		
1	PPP projects (including appointment of concessionaire)	360.00
	Total	800.00



SECTION 6: STANDARD FORM OF CONTRACT



STANDARD FORM OF CONTRACT

Consultants' Services



Contents

- I. Form of Contract
- II. General Conditions of Contract
 - 1. General Provisions
 - 2. Commencement, Completion, Modification and Termination of Contract
 - 3. Obligations of the Consultant
 - 4. Consultants' Personnel and Sub-Consultants
 - 5. Obligations of the Employer
 - 6. Payments to the Consultant
 - 7. Fairness and Good Faith
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 - 9. Liquidated Damages
 - 10. Miscellaneous Provisions
- III. Special Conditions of Contract
- IV. Appendices
 - Appendix A – Description of Services
 - Appendix B - Reporting Requirements
 - Appendix C - Staffing Schedule
 - Appendix D - Cost Estimates in Foreign Currency
 - Appendix E - Duties of the Employer



CONTRACT FOR CONSULTANTS' SERVICES

between

[Name of the Client]

and

[Name of the Consultant]

Dated:



I Form of Contract

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

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract.
 - (b) The Special Conditions of Contract.
 - (c) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix]*
 - Appendix A: Description of Services
 - Appendix B: Reporting Requirements
 - Appendix C: Staffing Schedule
 - Appendix D: Breakdown of Contract Price
 - Appendix F: Duties of the Employer
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:



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

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

For and on behalf of *[name of Client]*

[Authorized Representative]

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

[Authorized Representative]

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



General Conditions of Contract

1. General Provisions

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Consultant” means any private or public entity that will provide the Services to the “Employer” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Foreign Currency” means any currency other than the currency of the “Employer’s” country.
- (g) “GC” mean these General Conditions of Contract.
- (h) “Government” means the Government of India
- (i) “Local Currency” means Indian Rupees.
- (j) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- (k) “Party” means the “Employer”, or the Consultant and “Parties” means both of them.
- (l) “Personnel” means professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).



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

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

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

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

1.5 Notices

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

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

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



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

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

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

1.10 Fraud and Corruption

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

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

1.10.2 Measures to be taken by the Employer

- (a) The Employer may terminate the contract if it determines at any time that representatives of the consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the consultant having taken timely and appropriate action satisfactory to the Employer to remedy the situation;



(b) The Employer may also sanction against the Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, an Employer-financed contract;

1.10.3 Commissions and Fees

At the time of execution of this Contract, the Consultants shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

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

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

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

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

2.6 Modifications or Variations:

(a) any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.



- (b) In cases of substantial modifications or variations, the prior written consent of the Employer is required.

2.7 Force Majeure

2.7.1 Definition

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

(b) Force Majeure shall not include

(i) any event which is caused by the negligence or intentional action of a Party or by or of such Party’s Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

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

2.7.3 Measures to be taken:

(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.



(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the “Employer”, shall either:

(i) Demobilize, or

(ii) Continue with the Services to the extent possible, in which case the Consultant shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

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

2.9 Termination

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

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the “Employer” may have subsequently approved in writing.

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.

(c) If the Consultant fails to comply with any final decision reached because of arbitration proceedings pursuant to Clause GC 8 hereof.

(d) If the Consultant, in the judgment of the “Employer”, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.

(e) If the Consultant submits to the “Employer” a false statement which has a material effect on the rights, obligations, or interests of the “Employer”.



(f) If the Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.

(g) If the consultant fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the consultant to improve the quality of the services.

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

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

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

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

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

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

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

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

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



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

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

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

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



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

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.: (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant’s only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

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

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

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

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

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



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

3.6 Consultant’s Actions Requiring “Employer’s Prior Approval: The Consultant shall obtain the “Employer’s prior approval in writing before taking any of the following actions:

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

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

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

3.9 Equipment, Vehicles and Materials Furnished by the “Employer”: Equipment, vehicles and materials made available to the Consultant by the “Employer”, or purchased by the Consultant wholly or partly with funds provided by the “Employer”, shall be the property of the “Employer”



and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the “Employer” an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the “Employer’s instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the “Employer” in writing, shall insure them at the expense of the “Employer” in an amount equal to their full replacement value.

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

4. CONSULTANTS’ PERSONNEL AND SUB-CONSULTANTS

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

4.2 Description of Personnel:

(a) the title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant’s Key Personnel are as per the consultant’s proposal and are described in Appendix C. If any of the Key Personnel has already been approved by the “Employer”, his/her name is listed as well.

(b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the “Employer”, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the “Employer’s written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the “Employer” and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.

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



(21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the “Employer”.

4.4 Removal and/or Replacement of Personnel:

(a) except as the “Employer” may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the “Employer” (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the “Employer’s written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the “Employer”.

(c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the “Employer”. The rate of remuneration applicable to a replacement person will be the rate of remuneration paid to the replacement person.

Also (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and

(ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

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

5. OBLIGATIONS OF THE “EMPLOYER”

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

(a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.

(b) Arrange for the Foreign Personnel to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits, and any other documents required for their stay in India.



(c) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(d) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.

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

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

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

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

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

5.5 Counterpart Personnel: (a) If necessary, the “Employer” shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the “Employer” with the Consultant’s advice, if specified in Appendix E.

(b) Professional and support counterpart personnel, excluding “Employer’s liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the “Employer” shall not unreasonably refuse to act upon such request.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services (a) the total cost of the Services payable is set forth in Appendix D as per the consultant’s proposal to the Employer and as negotiated thereafter.



(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

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

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

(a) The consultant shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the specified percentage as per SC 13.

(b) Once a milestone is completed, the consultant shall submit the requisite deliverables as specified in this Contract. The Employer shall release the requisite payment upon acceptance of the deliverables. However, if the Employer fails to intimate acceptance of the deliverables or its objections thereto, within 30 days of receipt of it, the Employer shall release the payment to the consultant without further delay.

(c) **Final Payment :** The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the “Employer”. The Services shall be deemed completed and finally accepted by the “Employer” and the final report and final statement shall be deemed approved by the “Employer” as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the “Employer” unless the “Employer”, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the “Employer” has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the “Employer” within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the “Employer” for reimbursement must be made within twelve (12) calendar months after receipt by the “Employer” of a final report and a final statement approved by the “Employer” in accordance with the above.



(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Employer after submission by the consultant and the consultant has made presentation to the Employer (Mention this if presentation is required) with / without modifications to be communicated in writing by the Employer to the consultant.

(e) If the deliverables submitted by the consultant are not acceptable to the Employer, reasons for such non-acceptance should be recorded in writing; the Employer shall not release the payment due to the consultant. This is without prejudicing the Employer's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the consultant only after it re-submits the deliverable and which is accepted by the Employer.

(f) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.

(g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by the Employer to the consultant in writing and the consultant has made necessary changes as per the comments / suggestions of the Employer communicated to the Consultant.

(h) In case of early termination of the contract, the payment shall be made to the consultant as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The consultant shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified. (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the consultant in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis. The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

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

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to



agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

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

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

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

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

9. Liquidated Damages

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

9.2 The amount of liquidated damages under this Contract shall not exceed 10 % of the total value of the contract as specified in Appendix D.



9.3 The liquidated damages shall be applicable under following circumstances:

- (a) If the deliverables are not submitted as per schedule as specified in SC 13, the Consultant shall be liable to pay 1% of the total cost of the services for delay of each week or part thereof.
- (b) If the deliverables are not acceptable to the Employer as mentioned in Clause 6.3 (f), and defects are not rectified to the satisfaction of the Employer within 30 days of the receipt of the notice, the Consultant shall be liable for Liquidated Damages for an amount equal to 0.05 % of total cost of the services for every week or part thereof for the delay.

10. Miscellaneous provisions:

- (i) “Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Consultant shall notify the Employer of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.
- (iv) Each constituent of the Consultant, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards the Employer for performance of works/services including that of its Associates/Sub Contractors under the Contract.
- (v) The Consultant shall at all times indemnify and keep indemnified the Employer against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (vi) The Consultant shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultant’s) employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Consultant.
- (vii) The Consultant shall at all times indemnify and keep indemnified the Employer against any and all claims by Employees, Workman, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Consultant, in respect of wages, salaries, remuneration, compensation or the like.
- (viii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultant for any engagement, service or



employment in any capacity in any office or establishment of the Government of India/ State or the Employer.

11. Performance Security

The Performance Security shall be provided to the Employer no later than the date specified in the Contract and shall be issued in an amount specified in the SCC, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the total cost of services is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee.



III. Special Conditions of Contract:

SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	The addresses are: iii “Employer” Attention: Mr..... Facsimile: iii Consultant: Attention: Facsimile:
2	1.7	{Lead Partner is <i>[insert name of member]</i> } Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.
3	1.8	The Authorized Representatives are: For the “Employer”: Managing Director, PSCL For the Consultant:
4	1.9	(a) The consultant shall register itself for GST with appropriate authority in India & shall provide the GST registration number to the client. b) Tax will be deducted at source as per the prevailing Income Tax Rules.
5	1.10.3	Not Applicable
6	2.1	The effectiveness conditions are the following: (iii) Approval of the contract by the Employer (ii) Appropriate security for advance payment acceptable to the “Employer” (iii) Any unforeseen reason forcing closure of the programme before effectiveness of the contract.
7	2.2	The time period shall be one month
8	2.3	The time period shall be 15 days



SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
9	2.4	The time period shall be 15 months
10	3.4	Limitation of the Consultants' Liability towards the "Employer" (i) The ceiling on Consultant's liabilities shall be limited to (a) total cost, or (b) the proceeds the Consultant may be entitled to receive from any insurance maintained by the consultants to such liabilities whichever of (a) or (b) is higher.
11	3.5	The risks and the insurance coverage shall be as follows: a.) Third Party motor vehicle liability insurance as required under India's Motor Vehicles Act, 1988, by the Consultant or its Personnel or any Sub-Consultants or their Personnel for the period of consultancy. b.) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency]</i> ; c.) Professional liability insurance, with a minimum coverage equal to estimated remuneration and reimbursable as per 3.4 of SC of the consultancy; d.) Employer's liability and Workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Laws of India, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and e.) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services, by theft, fire or any natural calamity. f.) Any other law/rule as applicable in India.
12	4.6	Not Applicable
13	6.1(b)	The ceiling in local currency is: <i>[insert amount and currency]</i>



SC Clause	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
14	6.3	<p>10% of the Contract Value will be paid as interest bearing mobilization advance (rate of simple interest 10% per annum), if so desired, on submission of Bank Guarantee of the amount equal to 110% of the advance sought by the Consultant.</p> <p>The First instalment of recovery shall be effected form each running bill paid immediately following the payment of mobilisation advance and the last instalment of the recovery shall be affected during the third month preceding the month in which the due date of completion falls. The various instalments of recovery shall be of equal amounts.</p> <p>For Time Based components:</p> <p>PMC/Supervisory component:</p> <p>On Time based as mentioned in Appendix A, Description of Services and described below:</p> <p>(i) Remuneration of Personnel as indicated in Financial proposal submission Form Fin 3, and as agreed during Negotiations, will be reimbursed on monthly basis as per this contract according to the agreed work plan.</p> <p>(ii) Payment for Reimbursable Expenses as indicated in Fin 4, (subject to the component wise limits prescribed)</p> <p>For DPR component:</p> <p>Based on pro rata on achievement of deliverables as mentioned in Appendix A, Description of Services.</p>
15	8.3	The Arbitration proceedings shall take place in Patna in India.
16	11	The Performance Security amount is 10% of the Contract value.

Binding signature of Employer Signed by _____

Binding signature of Consultant Signed by _____



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

In the presence of
(Witnesses)

1.

2.



IV. Appendices



APPENDIX A – DESCRIPTION OF SERVICES

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

APPENDIX B - REPORTING REQUIREMENTS

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

APPENDIX C – TOTAL COST OF SERVICES

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

APPENDIX D - DUTIES OF THE “EMPLOYER”

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



APPENDIX F

Earnest Money Deposit

Bank Guarantee

1 *Bank's Name, and Address of Issuing Branch or Office*
.....

2

3 **Beneficiary:** *Name and Address of Employer*
.....

4.....

5.....

Date:.....

6

7.....

EMD No.:.....

8.....

9 We have been informed that *name of the Consultant* . . . (hereinafter called "the Consultant") has submitted to you its bid dated (hereinafter called "the Bid") for Project Management Consultancy services under Invitation for Bids No. ("the IFB").

10 Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

11 At the request of the Consultant, we *name of Bank* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *amount in figures* (. *amount in words*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultant is in breach of its obligation(s) under the bid conditions, because the Consultant:

- I. withdraw the proposal during the validity period or any extension agreed by the consultant.
- II. has varied or modified in a manner not acceptable to the Employer after opening of Proposal during the validity period or any extension thereof.
- III. tries to influence the evaluation process.
- IV. Evaluated as First ranked 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).

12 This guarantee will expire: (a) if the Consultant is the successful Consultant, upon our receipt of copies of the Contract Agreement signed by the Consultant and the performance security issued to you upon the instruction of the Consultant; and (b) if the Consultant is not the successful Consultant, upon



the earlier of (i) our receipt of a copy your notification to the Consultant of the name of the successful Consultant; or (ii) twenty-eight days after the expiration of the Consultant's bid.

13 Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

14 This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

15

16*Bank's seal and authorized signature(s)*

Note: All italicized text is for use in preparing this form and shall be deleted from the final document