

**GOVERNMENT OF KARNATAKA**  
**REQUEST FOR PROPOSAL *SSCL/SPV/PMC/2016-17***  
**APPOINTMENT OF PROJECT MANAGEMENT CONSULTANT**  
**FOR**  
***IMPLEMENTATION OF SMART CITY MISSION PROJECT***  
**OF**  
***SHIVAMOGGA CITY***

**SHIVAMOGGA SMART CITY LIMITED**  
***Address: OFFICE OF THE COMMISSIONER***  
***SHIVAMOGGA CITY CORPORATION***  
***NEAR GANDHI PARK***  
***SHIVAMOGGA***

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# **SHIVAMOGGA SMART CITY LIMITED**

Office Address :

The Commissioner,

SHIVAMOGGA City Corporation.

## **SECTION-1. LETTER OF NOTIFICATION**

No. **Tender Number: SSCL/SPV/PMC/01/2016-17**

Date : **22/11/2016**

1. The COMMISSIONER SHIVAMOGGA City Corporation invites bids on behalf of **Shivamogga smart city limited** for the “**Appointment of Project /Management Consultants**” for implementation of Smart City mission projects in SHIVAMOGGA city. Details of the services required is provided in the attached Terms of Reference (ToR)
2. SHIVAMOGGA City Corporation on behalf of SHIVAMOGGA Smart City limited Special Purpose Vehicle invites eligible consultants to indicate their interest in providing the aforementioned services. Evaluation of bids shall be done in Single stage but Three Cover System

1	Pre-Qualification	Bidders to meet the minimum pre-qualification conditions (Max Top six Bidders would be prequalified).
2	Technical Proposal	Minimum Passing Mark -70
3	Financial Proposal	<b>The financial proposal of Technically responsive bidders will be opened as per the procedures prescribed in this RfP.</b>

- 2.1 The interested consultants shall furnish the following information in support of the required pre-qualification and experience to carry out the said services:
  - a) A Registered company under Companies Act 1956 and latest amendment thereafter.
  - b) Minimum annual turnover of Rs. 50.00 Crore, in any one of the last 5 financial years. The lead member shall meet at least 50% of this requirement.
  - c) Provided design and project management consultancy services in a single Urban Infrastructure Project with a consultancy fee of not less than Rs 15 Crore during the last 7 years.
  - d) Implemented at least two ICT (**Information Communication & Technology**) based smart solution projects of value not less than Rs.5 Crore in urban areas in last 7 years.
  - e) Successfully structured and signed concession agreement in at least two PPP projects in last 7 years.
  - f) Experience of working with Government and/or Government bodies.

- 2.2 Firms may submit proposal as Sole Bidder or Joint Venture/Consortium. Maximum JV/Consortium allowed is 3, including the lead member. However, local consortium partner will be given additional weightage.
- 2.3 Maximum top six consultants would be considered for the technical Stage. Scoring system will be applicable only for 2.1(b),(c),(d) & (e). Higher scores will be provided for relevance of the project to the assignment and for the number of projects carried out in the last 7 years.
- 2.4 Maximum Two smart city PMC contracts of the State (out of 6 smart cities) shall be awarded to any Sole Bidder/Consortium/Members of consortium
3. The Consultant will be selected under Quality-and Cost-Based Selection (QCBS) and as per procedure described in this RFP.
4. The RFP includes the following documents:
- Section 1 - Letter of Invitation
  - Section 2 - Information to the Consultant
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Standard Form of Contract.
  - Section 7 - Appendix

Yours sincerely,

Sd/-

Commissioner

Shivamogga City Corporation

Shivamogga

Phone : [7337872503](tel:7337872503)

E-mail: [shimogasmartcity@gmail.com](mailto:shimogasmartcity@gmail.com)

Website: [shimogacity.mrc.gov.in](http://shimogacity.mrc.gov.in)

## SECTION-2. INFORMATION TO CONSULTANTS

### 1. INTRODUCTION

- 1.1. The Employer named in the ***"Data Sheet"*** will select a firm, in accordance with the method of selection indicated in the Data Sheet.
- 1.2. The Consultant are invited to submit a Pre-Qualification Proposal, Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet ***through the e-procurement platform***. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.
- 1.3. The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the Consultant under each phase must be to the Employer's satisfaction before work begins on the next phase.
- 1.4. The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Consultant are encouraged to pay a visit to the Employer's City before submitting a Proposal and to attend the Pre-Proposal conference as specified in the Data Sheet. Attending the Pre-Proposal Conference is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the Pre-Proposal conference. Consultant should ensure that these officials are advised of the visit in advance and obtain their concurrence to allow them to make appropriate arrangements.
- 1.5. The Employer will provide the inputs specified in the Data Sheet, the firm shall cause to obtain licenses and permits needed to carry out the services. The Employer may assist if needed.
- 1.6. Please note that (i) the costs of preparing the Proposal and of negotiating the contract, including a visit to the Employer, are not reimbursable as a direct cost of the Assignment; and (ii) the Employer is not bound to accept any of the Proposals submitted without assigning any reasons.
- 1.7. The Employer expects Consultant to provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultant shall not be hired for any assignment that would be in conflict with

their prior or current obligations to other Employers that may place them in a position of not being able to carry out the assignment in the best interest of the Employer.

1.7.1 Without limitation on the generality of this rule, Consultant shall not be hired under the circumstances set forth below:

- a) *A firm which has been engaged by the Employer to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.*
- b) *Consultant or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the Consultant.*

1.7.2 As pointed out in para. 1.7.1(a) above, Consultant may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the Consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Employer whether or not to have the downstream assignment carried out, and if it is carried out, which Consultant will be hired for the purpose.

1.8. It is GoK's/Employers policy to require that Consultant observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GoK/Employer:

- a. defines, for the purposes of this provision, the terms set forth below as follows:
  - i. ***“corrupt practice”*** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
  - ii. ***“fraudulent practice”*** means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GoK, and includes collusive practices among Consultant (prior to or after submission of Proposals) designed to establish prices at artificial, non-competitive levels and to deprive GoK of the benefits of free and open competition.

- b. will reject a Proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GoK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a GoK-financed contract; and
- d. Will have the right to require that, GoK to inspect Consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GoK.

**1.9.** Consultant shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GoK in accordance with the above sub para 1.8 (d).

**1.10.** Consultant shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

## **2. CLARIFICATION AND AMENDMENT OF RFP**

**2.1** Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Employer's address indicated in the Data Sheet. The Employer will respond by cable, telex, facsimile, or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

**2.2** Before the deadline for submission of proposals, the Employer may modify the RFP documents by issuing online addendum. The addendum will appear on the web page of the website [https://eproc.karnataka.gov.in/eprocurement/common/eproc\\_tenders\\_list.seam](https://eproc.karnataka.gov.in/eprocurement/common/eproc_tenders_list.seam). Any addendum thus issued shall be part of the RFP documents and deemed to have been communicated to all the prospective Consultants. To give prospective Consultants reasonable time in which to take an addendum into account in preparing their proposals, the Employer may extend as necessary the deadline for submission of proposals.



### 3. PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit the Proposal (para 1.2) written in the language specified in the Data Sheet.

#### PRE-QUALIFICATION PROPOSAL

3.1.1 In preparing the Pre-Qualification Proposal, Consultant is expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of the Proposal. The details of documents to be provided is listed in the Data Sheet.

#### TECHNICAL PROPOSAL

3.2 In preparing the Technical Proposal, Consultant is expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of the Proposal.

3.3 While preparing the Technical Proposal, Consultant must give particular attention to the following:

- i. *If a Consultant considers that he does not have all the expertise for the Assignment, he may obtain a full range of expertise by associating with individual Consultant(s) and/or other Consultant or entities in a joint venture or sub-consultancy, as appropriate. Consultant may associate with the other Consultant invited for this Assignment only with approval of the Employer as indicated in the Data Sheet. Consultant must obtain the approval of the Employer to enter into a Joint Venture/Consortium with Consultant not invited for this assignment.*

***The Consultant shall submit JV/Consortium letter along with the bid in the format as detailed under Section III.***

- ii. *For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The Proposals shall, however be based on the number of key professional staff-months estimated by the firm.*
- iii. *It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relation with it.*
- iv. *Proposed key professional staff must have at least the minimum experience indicated in the Data Sheet.*
- v. *Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.*

- vi. *Reports to be issued by the Consultant as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Employer's official language.*

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

- i. A brief description of the Consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
- ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Employer (Section 3C) .
- iii. A description of the methodology and work plan for performing the assignment (Section 3D).
- iv. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- v. CVs recently signed by the proposed key professional staff and the authorized representative submitting the Proposal (Section 3F). Key information should include number of years working for the firm in the last 10 years. ***Letter of Consent from the proposed key professional staff only, are to be appended to the bid.*** However, in respect, of other experts, the Consultant can submit the duly signed CVs at the time of Negotiation. Estimates of the total staff effort (professional and support staff; staff time) and tools, equipments and machines to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).
- vi. A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
- vii. Any additional information requested in the Data Sheet.

3.5 The Technical Proposal ***shall not include any financial proposal forms.*** Bid will be treated Technically Non Responsive if technical proposal includes any financial submission forms.

### **FINANCIAL PROPOSAL**

3.6 In preparing the Financial Proposal, Consultant is expected to take into account the requirements and conditions of the RFP document. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a)

remuneration for staff , and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity. If financial forms under section 4 are not uploaded, the bid shall stand rejected.

3.7 Consultant shall express the price of their services (Consultancy fee) in ***Indian Rupees in the e-procurement portal and the same shall be inclusive of all Taxes. However, in RFP Section 4, Form B the same shall be quoted exclusive of applicable taxes. For evaluation purpose the quote excluding applicable taxes will be considered.***

3.8 The Data Sheet indicates how long the Proposals must remain valid after the submission date. During this period, the Consultant is expected to keep available the key professional staff proposed for the assignment. The Employer will make its best effort to complete negotiations within this period. If the Employer wishes to extend the validity period of the Proposals, the Consultant who do not agree, have the right not to extend the validity of their Proposals which also results in rejection of their Bid.

#### **4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS**

4.1 The Pre-qualification proposal, Technical Proposal and Financial Proposal; see para 1.2 shall be uploaded in the e-procurement portal. The documents and details mentioned in clause 3 above shall be submitted online on website <https://eproc.karnataka.gov.in>. Details and process of online submission of the tender and relevant documents are given in the website mentioned above.

4.2 The proposal under this contract is electronic proposal submission through website <https://eproc.karnataka.gov.in>. Detailed guidelines for viewing proposals and submission of online proposals are given on the website. The ***Invitation for Proposals is published on this website.*** Consultant can logon to this website and view the Invitation for Proposals and can view the details of works for which proposals are invited. The prospective Consultant can submit proposals online; for this, the Consultant is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC). The DSC can be obtained from any authorized certifying agencies. The Consultant should register in the web site <https://eproc.karnataka.gov.in>. After this, the Consultant can login the site through the secured login.

**Note:** The Employer shall not be responsible for any technical issues pertaining to internet connectivity, browser compatibility and any other technical issues pertaining to e-procurement portal.

- 4.3 Consultants are requested to go through the RFPs carefully and submit the required information without exception, otherwise proposals will be rejected.
- 4.4 The completed proposal comprising documents indicated in clause 3, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the RFP document
- 4.5 Proposals must be received by the Employer on line not later than time specified in the proposal data sheet. The electronic system would not allow any late submission of proposals after due date and time as per server time.
- 4.6 After the deadline for submission of Proposals, the Prequalification proposals will be opened after 2 working days from the date & time of submission of proposals. After evaluation of prequalification proposals, the Technical Proposals of the top 6/available bidders will be opened. . The Financial Proposal of the successful Consultants only will be opened after completion of technical proposal evaluation.

## **5. PROPOSAL EVALUATION**

### **General**

- 5.1 From the time the Proposals are opened to the time the contract is awarded, if any Consultant wishes to contact the Employer on any matter related to its Proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Employer in the Employer's Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the Consultant's Proposal.
- 5.2 Evaluators of prequalification proposals shall have no access to technical & financial proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

### **Evaluation of Pre qualification Proposal**

- 5.2.1 The evaluation committee appointed by the Employer as a whole, and each of its members individually will evaluate the Proposals on the basis of their responsiveness to the pre qualification conditions. A Proposal shall be rejected at this stage if it does not respond to important aspects of the pre qualification criteria or it fails to achieve the minimum score indicated in the Data Sheet. Technical proposal of the pre qualified bidder will only be opened and same will be intimated prior to the opening of technical proposal.

## 5.2.2

### **Evaluation of Technical Proposals**

5.3 The evaluation committee appointed by the Employer as a whole, and each of its members individually will evaluate the Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria) and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

### **Public Opening and Evaluation of Financial Proposals; Ranking**

5.4 After the evaluation of technical Proposal is completed, the Employer shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will not be opened after completing the selection process. The Employer shall simultaneously notify the Consultant those have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The notification may be intimated through the e-procurement portal.

5.4.1 The Financial Proposals of the Smart Cities will be opened sequentially in the alphabetical order of the Cities by name namely

1. Hubballi-Dharward
2. Managluru
3. Shivamogga

#### 4.SHIVAMOGGA

5.4.2 In the event, a bidder (sole bidder/consortium/ one of the consortium member) is already awarded with one PMC contract and H1 as per QCBS in one city OR the bidder is H1 in 2 cities, his technical bid for the subsequent cities will not be considered for opening of Financial bids.

5.5 The Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the Financial Proposals are opened. The Employer shall prepare minutes of the public opening.

5.6 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have quoted all items of the corresponding Technical Proposals, if not, the

Employer will cost them and add their cost to the initial price, correct any computational errors.

5.7 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $St.Tx Sf.P=x+x\%$  . The Consultant achieving the highest combined technical/ financial score will be invited for negotiations.

## **6. NEGOTIATIONS**

6.1 Negotiations will be held at the address indicated in the Data Sheet and through the e-procurement portal. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Employer and Consultant will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Consultant can offer within the available budget and to clearly defining the inputs required from the Employer to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed key professional staff, the Employer expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Employer will require assurances that the experts and the tools and equipment's will be actually 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 that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the Proposal without confirming their availability, the Consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Employer and the Consultant will initial the agreed contract. If negotiations

fail, the Employer will invite the firm whose Proposal received the second highest score to negotiate a contract.

## **7. AWARD OF CONTRACT**

5.8 Not more than two smart city PMC contracts of the State (Out of six), including already awarded contracts of two cities Davanagere and Belagavi, shall be awarded to any Sole Bidder/Consortium/Members of consortium. The contract will be awarded following negotiations. After negotiations are completed, the Employer will promptly notify other Consultants on the shortlist that they were unsuccessful.

5.8.1 In the event, a bidder (sole bidder/consortium/ one of the consortium member) is already awarded with one PMC contract and H1 as per QCBS in one city OR the bidder is H1 in 2 cities, his technical bid for the subsequent cities will not be considered for opening of Financial bids.

5.9 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

## **8. CONFIDENTIALITY**

8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultant who submitted the Proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

**A. DATA SHEET**  
**Information to Consultant**

Clause Ref.	
1.1	The name of the Employer is: <b>SHIVAMOGGA Smart City Limited.</b> The method of selection is: <b>Quality &amp; Cost Based Selection (QCBS)</b>
1.2	Pre-Qualification, Technical and a Financial Proposals are requested: <b>Yes</b> The name, objectives and description of the Assignment are: <b>“APPOINTMENT OF PROJECT MANAGEMENT CONSULTANT FOR IMPLEMENTATION OF SMART CITY MISSION PROJECTS IN SHIVAMOGGA CITY”</b>  <b>Objective:</b> The objective of engaging the Project Management Consultant’s (PMC) is to provide strategic & project management assistance to <b>SSCL</b> for ensuring timely completion of projects and achieving the outcomes outlined in the Smart City Proposal (SCP), based on the Smart City Mission Guidelines.
1.3	The Assignment is phased: <b>Yes</b> 1. Design Phase 2. Implementation Phase
1.4	A Pre-Proposal conference will be held: <b>Yes</b> Date: <b>08-12-2016</b> Time: 11:30 AM The name(s), address(es), and telephone/numbers of the Employer’s Official(s) are: Address: <b>SHIVAMOGGA</b>  <b>Karnataka Urban Infrastructure Development &amp; Finance Corporation Limited (KUIDFC), Nagarabhivruddi Bhavan, #22, 17<sup>th</sup> F Cross, Old Madras Road, Indiranagar 2<sup>nd</sup> Stage, Bengaluru – 560 038</b>  <b>Address</b>  Telephone 08182-2268512, 080 - ,08182-2268520-519  <u>Email: shimogasmartcity@gmail.com</u>
1.5	The Employer will provide the following inputs: 1. Necessary assistance in coordinating with the Consultant for ensuring availability of existing data, records, reports etc. 2. The Smart City proposal submitted and approved by MoUD.
1.7.2	The Employer envisages the need for continuity for downstream work: <b>Yes</b>
1.11	The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.
2.1	Clarifications may be requested <b>up to Five days prior</b> to Pre-Proposal conference
3.1	Proposals should be submitted in the following language(s): <b>English</b>



Clause Ref.	
3.1.1	<p>The interested consultants shall furnish information in support of the required pre-qualification and experience to carry out the said services.</p> <ul style="list-style-type: none"> <li>a) A Registered company under Companies Act 1956 and latest amendment thereafter</li> <li>g) Minimum annual turnover of Rs. 50 Crore, in any one of the last 5 financial years. The lead member shall meet at least 50% of the required qualification.</li> <li>b) Provided design and project management consultancy services in a single Urban Infrastructure Project with a consultancy fee of not less than Rs 15 Crore during the last 7 years.</li> <li>c) Implemented at least two ICT based smart solution projects of value not less than Rs.5 Crore in urban areas in last 7 years.</li> <li>d) Successfully structured and signed concession agreement in at least two PPP project in last 7 years.</li> <li>e) Experience of working with Government and/or Government bodies.</li> </ul> <p>Maximum Top Six consultants would be considered for the next stage (Technical Stage). Scoring system will be applicable only for 2.1(d),(e),(f) &amp; (g). Higher scores will be provided for relevance of the project to the assignment and for the number of projects carried out in the last 7 years.</p>

3.3	<ul style="list-style-type: none"> <li>i. Consultant may associate with other consultant participating in this bid: Consultant may associate with other Consultant on the following lines: <ul style="list-style-type: none"> <li>✓ JV/Consortium is restricted to 3 Numbers.</li> <li>✓ All JV/Consortium partners combined together shall meet the Qualification Criteria.</li> <li>✓ The bidder at the time of submission of bids shall submit a Joint Venture agreement/Consortium letter declaring the lead partner.</li> </ul> </li> <li>ii. The estimated number of key professional staff months required for the assignment is: <b><i>need to be assessed by the Consultant on the basis of SCP.</i></b></li> <li>iii. Reports which are part of the assignment must be written in the following language: <b><i>English</i></b></li> <li>iv. The minimum required experience of proposed key professional staff whose CV will be evaluated is:</li> </ul>
-----	---

No	Position	Qualifications & Skills	Experience
1	Team Leader cum Urban Management specialist	Bachelor in civil Engineering with Masters in Urban Planning	<ul style="list-style-type: none"> <li>• 20 Years experience in Urban Sector</li> <li>• Experience of Project Management in Urban Infrastructure Works. Experience as Team leader/ Deputy Team leader for minimum one project.</li> <li>• Knowledge of urban development issues and Project experience.</li> <li>• experience in project management, project financing and contract structuring.</li> </ul>

2	Infrastructure/ Engineering Specialist with Civil construction expert	Masters Degree in Civil Engineering	<ul style="list-style-type: none"> <li>• At least 10yrs experience in related assignment.</li> <li>• Experience in working in building construction,urban infrastructure projects which shall include preparation of designs, drawings &amp; DPRs.</li> </ul>
3	tourism Expert	MBA	<ul style="list-style-type: none"> <li>• At least 5 yrs experience in related assignment.</li> <li>• Experience in designing/implementation of minimum 2 Town Planning Schemes</li> </ul>
4	Urban Finance Specialist	Masters Degree in Finance/ Economics/ Chartered Accountant/ Commerce/ ICWA /MBA (finance)/ Post Graduate in Economics with specialization in Public Finance.	<ul style="list-style-type: none"> <li>• At least 10 years relevant experience.</li> <li>• Experience of municipal finance analysis, municipal budgeting and accounting and financial projections.</li> <li>• Experiences in Financial Modeling in Urban Infrastructure, PPP &amp; Market borrowing are desirable.</li> </ul>
5	PPP Specialist	Degree in Civil Engineering/ Master of Business Administration is desirable.	<ul style="list-style-type: none"> <li>• At least 10 years relevant experience.</li> <li>• Experience of procurement related activities for urban infrastructure projects.</li> <li>• Experience in PPP contract structuring and concluding concession Agreements.</li> </ul>
6	E-Governance/ICT Specialist	Degree in Information Technology/ Electronics Engineering or equivalent	<ul style="list-style-type: none"> <li>• At least 5 years' relevant experience</li> <li>• Experience in MIS for institutional / Governance level and integration of various user data</li> <li>• Experience in preparation of technical requirements document of the e-Services and solution to implementing the IT related infrastructure services /e-services, networking infrastructure etc.</li> <li>• Proven knowledge of modern Internet technologies and experience in software development projects/ GIS;</li> <li>• Working experience in network administration and use of hardware/software, telecommunications facilities,</li> <li>• Experience in databases development, programming and web designing; Crowd sourcing on e and m – platforms with respect to local bodies.</li> <li>• Experience in institutional lasing various services under e-government, creation of command centre.</li> </ul>

Clause No	
3.4	<p>vii. Training is an important feature of this Assignment: <b>Yes (Impart training to personnel authorized by SPV on aspects like O&amp;M , QAP etc)</b></p> <p>viii. Additional Information in the Technical Proposal shall include Schedule 3H consisting of deployment details key professionals, development professional and support staff. In the event of submission of incomplete information in the said form, the technical proposal will be treated as non-responsive.</p>
3.10	Proposals must remain valid <b>120 days</b> after the submission date.
4.5	Proposals must be submitted no later than the following date and time <b>06/01/2017 &amp;16:00 Hrs</b>
5.1	<p>The address to send information to the Employer is: Address <b>SHIVAMOGGA SMART CITY LIMITED</b></p> <p><b>Address: Office of the commissioner, Shivamogga City corporation, near Gandhi park,Shivamogga</b></p> <p>Telephone : <b>7337872503/7337872500</b></p> <p>Email: <a href="mailto:shimogasmartcity@gmail.com">shimogasmartcity@gmail.com</a></p>
5.3	<p><b>The number of points to be given under each of the evaluation criteria are:</b></p> <ol style="list-style-type: none"> <li>1. The Sole Bidder/ Consortium with local presence (Corporate/Branch Office) -10 Marks <ol style="list-style-type: none"> <li>a. State Level - 5 Marks</li> <li>b. City Level – 10 Marks</li> </ol> </li> <li>2. Specific experience of the Consultant related to the Assignment in the last 7 years: - 20 Marks. <ol style="list-style-type: none"> <li>a) Provided Design and Project Management Consultancy services in Urban Infrastructure Projects -10 marks (<b>certificate from competent authority for a, b and c</b>)</li> <li>b) Implemented ICT based smart solution projects in urban areas – 5 marks <i>(Consultant may demonstrate various type of ICT based smart solutions. If Consultant demonstrates that he has offered different type of ICT solutions additional marks would be given)</i></li> <li>c) Successfully structured and signed concession agreement for PPP project – 5 marks <b>The consultant may also submit the details of ongoing projects which have been awarded at least 1 year prior to the date of Bidding. However, Employer’s certificate from the Competent Authority is a must. The language of Certification shall be English. Completed projects with work done certificate will be given additional weightage.</b></li> </ol> </li> <li>3. Adequacy of the proposed work plan and methodology in responding to the TOR - <b>20 Marks</b> <ol style="list-style-type: none"> <li>a) Technical approach &amp; Methodology – 10 Marks</li> <li>b) Work Plan – 5 Marks</li> <li>c) Organization &amp; Staffing – 5 Marks</li> </ol> </li> <li>4. Qualifications and competence of key professionals – <b>50 Marks</b></li> </ol>

Clause No	
	<p>a) Team Leader cum Urban Management specialist -15  b) Infrastructure/ Engineering Specialist (Civil engineering construction expert ) -7  <b>c) Town Planning Scheme expert -8</b>  d) Urban Finance Specialist-05  e) PPP Specialist -05  f) E-Governance/ICT Specialist -10</p> <p><b>The marks to be given for qualifications and competence of the Team Leader and Infrastructure specialist (Sl.No A-C) for the assignment will be:</b></p> <ol style="list-style-type: none"> <li>1. General qualifications - <b>20 Marks</b></li> <li>2. Adequacy for the project – <b>55 Marks</b></li> <li>3. Experience of working as Resident Engineer/Expert in Tired -2 cities @ any position -<b>10 Marks</b></li> <li>4. <b>If the CV proposed is based from the Project City -10 Marks</b></li> <li>5. Experience in region &amp; language -<b>05 Marks</b></li> </ol> <p><b>The marks to be given for qualifications and competence of the other 3 key professional experts (Sl.No D-E) for the assignment will be:</b></p> <ol style="list-style-type: none"> <li>1. General qualifications - <b>20 Marks</b></li> <li>2. Adequacy for the project – <b>65 Marks</b></li> <li>3. <b>If the CV proposed is based from the Project City -10 Marks</b></li> <li>4. Experience in region &amp; language -<b>05Marks</b></li> </ol> <p><b>The minimum technical score required to pass is : 70 Marks</b></p>
5.8	<p>The formula for determining the financial scores is the following:  [<math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price, and <math>F</math> the price of the proposal under consideration]</p> <p><b>The weights given to the Technical and Financial Proposals are: T= 0.75 &amp; F=0.25</b></p>
6.1	<p>The address for negotiation is:  Address <b>SHIVAMOGGA SMART CITY LIMITED</b></p> <p><b>PREMISES,</b></p> <p><b>SHIVAMOGGA CITY CORPORATION</b></p> <p><b>Near Gandhi park</b></p> <p><b>SHIVAMOGGA-572101</b></p> <p>Telephone : 08182-268519/7337872503/7337872500</p> <p><u>Email: shimogasmartcity@gmail.com</u></p>
7.2	<p>The Assignment is expected to commence on [Month, Year] at [Location]:  Tentative Date: <b>Within 10 days of signing of agreement @ SHIVAMOGGA</b></p>

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

*Content*

3A.	<i>Proposal submission form.</i>
3B.	<i>Consultant's references.</i>
3C.	<i>Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Employer.</i>
3D.	<i>Description of the methodology and work plan for performing the assignment.</i>
3E.	<i>Team composition and task assignments.</i>
3F.	<i>Format of Curriculum Vitae of proposed key professional staff.</i>
3G.	<i>Time schedule for professional personnel</i>
3H.	<i>Activity (work) schedule</i>

### 3A. PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Consultant)

To: The Commissioner,  
Shivamogga City Corporation

Madam/Sir:

Subject: **“Appointment of Project Management Consultants for implementation of Smart City Mission project in Shivamogga city” –Proposal Submission.**

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We, the undersigned, offer to provide the consultancy services for the above in accordance with your Request for Proposal dated [22/11/2016], and our Proposal. We are hereby submitting our Proposal which includes the Pre qualification proposal, Technical Proposal, and a Financial Proposal through e-procurement.

We are submitting our Proposal in association with: *Insert a list with full name and address of each joint venture partner*

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 [Date ] we undertake to negotiate on the basis of 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,

Authorised Signatory [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

**3A(1). PRE QUALIFICATION SUBMISSION FORM  
PROSPECTIVE BIDDERS SHALL SUBMIT INFORMATION IN THE FOLLOWING FORMAT IN  
THE UPLOADED BID**

No	Description					
1	<i>Registered company under Companies Act</i>					<i>Yes/No (proof to be enclosed)</i>
2	<i>Annual turnover of Rs. 50 crore for the last 5 financial years</i>					
FY	2011-12	12-13	13-14	14-15	15-16	Audited Balance sheet to be enclosed.
3	Provided design and project management consultancy services in a single Urban Infrastructure Project with a consultancy fee of not less than Rs 15 Crore during the last 7 (financial) years. (2009-10 to 2015-16)					
No	Name of Work(s)	Employer	Brief Scope of Work	Value of the Project		
	<b>(Work Order Copies/Completion certificate in English to be enclosed)</b>					
4	Implemented at least two ICT based smart solution projects of value not less than 5 cr in urban areas in last 7 (financial) years. (2009-10 to 2015-16)					
No	Name of Work(s)	Employer	Brief Scope of Work	Value of the Project		
	<b>(Work Order Copies/Completion certificate in English to be enclosed)</b>					
5	Successfully structured and signed concession agreement in at least two PPP project in last 7 (financial) years. (2009-10 to 2015-16)					
No	Name of Work(s)	Employer	Brief Scope of Work	Concession Agreement Status		

	<b>Proof of concession Agreement Signed to be provided</b>			
	Experience of working with Government and/or Government bodies	<b><i>Yes/No (proof to be enclosed)</i></b>		



**TECHNICAL PROPOSAL SUBMISSION FORMS**

**3B. CONSULTANT'S REFERENCES**

**Relevant Services Carried Out in the Last Five Years**

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

Assignment Name:		Country:
Location within Country:		Key professional staff Provided by Your Firm/entity(profiles)
Name of Employer:		No. of Staff:
Address:		No. of Staff-Months; duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (Rs.):
Name of Associated Consultant, if any:		No. of Months of Key professional staff, provided by Associated Consultant:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project:		
Description of Actual Services Provided by Your Staff:		

### 3C. COMMENTS AND SUGGESTIONS OF CONSULTANT

---

#### On the Terms of Reference

- 1.
- 2.
- 3.
- 4.
- 5

#### On the data, services, and facilities to be provided by the Employer

- 1.
- 2.
- 3.
- 4.
- 5

CONSULTANT'S NAME:

### **3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

Technical approach, methodology and work plan are the key components of the Technical Proposal. You shall present your Technical Proposal (maximum of 15 pages, inclusive of charts and diagrams) divided into the following three chapters which will be submitted for the Design Phase and the Implementation Phase of the Project:

- a) Technical Approach and Methodology
- b) Work Plan,
- c) Key Professional, Development Professional and Necessary Support Staff deployment Schedule – Sub Project Specific

a) **Technical Approach and Methodology:** In this chapter the bidder should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Proposed technical approach & methodology should be tailored made to the assignment for the projects proposed in Smart City Proposal. The bidder should highlight the critical areas for each of the major projects of SCP and explain how the problems will be addressed and the technical approach that would be followed for the same.

The bidder shall also indicate the ways to improve the implementation of the sub projects by using state-of-the art technologies.

**b) Work Plan**

*In this chapter the bidder should propose the main activities of the assignment, 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. Consultant shall identify the Critical path and suggest measures to ensure that there will be no delays in the list of activities identified under the critical path.*

**c) Key Professional, Development Professional and Necessary Support Staff deployment Schedule Sub Project Specific:**

*In this chapter the bidder should propose the structure and composition of Consultant's team for both design phase and implementation phase. Consultant shall also list the main disciplines of the assignment, the key professionals, development professionals responsible and proposed support personnel.*

### 3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

#### 1. Technical/ Managerial Staff

Sl. No.	Name	Position	Task	List of sub projects likely to be involved
KEY PROFESSIONAL				
1				
2				
3				
4				
5				
6				
Development Professional				
1...				
18				
Construction Supervision Engineers				
1	Construction Manager			
2	Assistant Construction Manager			
3	Site Engineers			
4	Project Manager – Information Technology			
5	Assistant Project Manager – Information Technology			
6	Others (Draftsmen, surveyors etc..)			

**2. Support Staff**

Sl. No.	Name	Position	Task
1....			
5			
6			

### 3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: \_\_\_\_\_

Name of Consultant: \_\_\_\_\_

Name of Staff: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Years with Firm/Entity: \_\_\_\_\_ Nationality: \_\_\_\_\_

Membership in Professional Societies: \_\_\_\_\_

Detailed Tasks Assigned: \_\_\_\_\_

#### Key Qualifications:

*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]*

#### Education:

*[Summarise college/university and other specialised education of staff member, giving names of schools, dates attended, and degrees obtained and any relevant certification/courses. Use about one quarter of a page.]*

#### Employment Record:

*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organisations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and Employer references, where appropriate. Use about two pages.]*

#### Resident Engineer:

**[List the projects where the said professional has worked as Resident Engineer in Tier-2 Cities. (Tier 2 City – excluding all Metropolitan cities)]**

Sl.No	Project	City	Duration	Position Worked as

#### Languages:

*[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing ]*

#### Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly

describe me, my qualifications, and my experience.

**Date:**

\_\_\_\_\_

***[Signature of staff member and authorized representative of the Consultant]***

***Day/Month/Year***

**Name of staff member:** \_\_\_\_\_

**Full name & Signature of authorized representative:**

\_\_\_\_\_

**3G. TIME SCHEDULE FOR KEY PROFESSIONAL, DEVELOPMENT  
PROFESSIONAL & CONSTRUCTION SUPERVISION PERSONNEL**

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart)*							60	Number of Months
				1	2	3	4	5	----			
1.												Subtotal (1)
2.												Subtotal (2)
3.												Subtotal (3)
4.												Subtotal (4)

Design Phase:

Implementation Phase:

Full-time:

Part-time:



Reports Due:

Activities Duration:

\* The Schedule should be for the period of completion of assignment

Signature:

\_\_\_\_\_  
(Authorized Representative)

Full Name:

Title:

Address: \_\_\_\_\_

### 3H. ACTIVITY (WORK) SCHEDULE

No.	Item of Activity (Work)	Month-wise Program (in the form of Bar Chart)					
		[1st, 2nd, etc. are months from the start of assignment]					
		1st	2nd	3rd	---	---	60th
1							
2							
3							
4							
5							

#### B. Completion and Submission of Reports

No	Reports:	Programme: (Date)
1		
2		
4		
5		

**JOINT VENTURE/CONSORTIUM LETTER FORMAT**

*[To be executed on Rs. 300/- stamp paper]*

This Consortium letter (hereinafter called the "Agreement") made and entered into this ..... day of the month of ..... 2016 by and among:

A. LEAD MEMBER:

1. [Name and address of the Lead Member firm] (hereinafter called "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Lead Member";

B. ASSOCIATE MEMBERS:

2. [Name and address of the Member firm] (hereinafter called the "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Associate Member".
3. [Name and address of the Member firm] (hereinafter called the "[Short Name or Acronym]"), which expression shall include its successors, legal representatives and permitted assigns, who for the purpose of this Agreement shall hereinafter called "Associate Member".

WHEREAS

- (a) the Employer (as defined hereunder) intends to appoint /has appointed the Consultants for providing Project management services; hereinafter called the "Services" for [Name/Title of the Project]; hereinafter called the "Project"; and
- (b) the Members have agreed to join hands in the form of a Joint Venture to provide the said professional Project management services.

NOW THEREFORE, the Members have agreed as follows:

1. The words and expressions of all clauses shall have the meanings assigned to them as per the RFP and Agreement thereafter.
2. "Consortium" means the joint venture formed between the Members in accordance with this Agreement;
3. "Lead Member" means the member which will take the lead in the management of the Joint Venture's affairs and which will provide the Joint Venture's Representative for liaison with the Employer and, unless otherwise agreed by the Members, the Services Manager for direction of the conduct of the Services;
4. "Associate Members" means the individuals or firms which have agreed to Joint Venture in connection with the Project;
5. The Lead member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the Lead member;
6. All members of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms;

7. The Power of attorney of the signatory[ies] on behalf of the Consortium for all purposes including signing of agreement, payment, regular communication etc is attached.
8. The Performance security for the contract shall be in the name of the Lead Partner.
9. The Lead Member of the Consortium will make all reasonable efforts to maintain insurance cover in the amounts stated in the contract necessary to comply with the Agreement.
10. The precise role of all members of Consortium in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project are enclosed as Annexure-1. All members of JV shall have active participation in execution during the currency of the contract. This is not varied/modified subsequently without prior approval of the employer;

IN WITNESS WHEREOF the Members hereto have executed this Agreement in [state number of copies] identical counterparts each of which shall be deemed as original.

1. For and on behalf of

[Name of the Lead Member firm]

Name of Authorized Representative: \_\_\_\_\_

Designation: \_\_\_\_\_

Date : \_\_\_\_\_

Seal: \_\_\_\_\_

2. For and on behalf of

[Name of the Member firm]

Name of

Authorized Representative \_\_\_\_\_

Designation \_\_\_\_\_

Date : \_\_\_\_\_

Seal \_\_\_\_\_

3. For and on behalf of

[Name of the Member firm]

Name of

Authorized Representative \_\_\_\_\_

Designation \_\_\_\_\_

Date : \_\_\_\_\_

Seal \_\_\_\_\_

**DETAILS OF PARTICIPATION IN THE JOINT VENTURE**

<b><i>PARTICIPATION DETAILS</i></b>	<b><i>FIRM 'A' (Lead Member)</i></b>	<b><i>FIRM 'B' (Member)</i></b>	<b><i>FIRM 'C' (Member)</i></b>
Financial			
Name of the Banker(s)			
Planning			
Key professional /Development Professional			
<b>Execution of Consultancy Services (Give details on contribution of each)</b>			
Design and up to Bid process			
Implementation support			

**\* Fill the relevant fields.**

SECTION 4 FINANCIAL PROPOSALS - STANDARD FORMS

*Content*

4A.	<i>Financial Proposal submission form.</i>
4B.	<i>Summary of Costs</i>
4C.	<i>Break Down Of Costs (Rs.)</i>

#### 4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

FROM: (Name of Consultant)

To: The Commissioner,  
Shivamogga city Corporation

Madam/Sir:

Subject: **Appointment of Consultant for “Appointment of Project Management Consultants for implementation of Smart City Mission project in Shivamogga city” - Financial Proposal.**

We, the undersigned, offer to provide the Design and Project Management Consultancy services for the above in accordance with your Request for Proposal dated [Date], and our Proposal (technical and Financial Proposals). Our attached financial Proposal is for the sum of .....[Amount in words and figures] inclusive of all taxes and the sum of .....[Amount in words and figures] exclusive of service taxes. ***In the event there is a difference between the quoted amount in the e-procurement portal and the RFP, the amount quoted in the RFP Section 4, 4B shall prevail.***

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., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

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

We remain,

Yours sincerely,

Authorised Signatory:  
Name and Title of Signatory:  
Name of the Consultant:  
Address

## **4B. SUMMARY OF COSTS**

### **1.0 General**

1.1 The Price Schedules are divided into separate Schedules as follows:

Schedule 1 Price Schedule

Schedule 2 Break down of Prices

1.2 The Price Schedules do not give a full description of the services to be provided by the Consultants. Consultants are deemed to have read the RFP and schedule to ascertain the full scope of the requirements of the Contract included in each item prior to filling in the prices. The entered prices are deemed to include the full scope as aforesaid, including overheads, and profit.

1.3 If Consultants are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with the Instructions to Consultants in the RFP Documents prior to submitting their Proposal.

### **2.0 Pricing**

2.1 The prices shall be fixed and firm for the duration of the Contract, except as adjusted in accordance with the Contract, if applicable.

2.2 The Proposal Price shall be quoted in the manner indicated and in the currencies specified in the Instructions to Consultants in the RFP Documents. For each item, Consultants shall complete each appropriate column in the respective Schedule 4B, giving the price breakdown as indicated in the Schedule 4c. Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in the ToR or elsewhere in the RFP Documents.

2.3 When requested by the Employer for the purposes of making payments or part payments, valuing changes or evaluating claims, or for such other purposes as the Employer may reasonably require, the Consultant shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.

2.4 The Total Estimated Project value likely to be executed by the SPV is Rs. 1048.78 Crore Plus Rs.468.60crores of PPP project. However, the list of projects to be taken up will be prioritized by the SPV and only after approval of SPV the same shall be taken up. The list of projects is already made available in the SCP. Consultants are required to study the same before quoting. The PMC is also expected to study the convergence projects for comprehensiveness and identify gaps, if any. In the event of any portion of the



Convergence Project, if taken up for funding under SCM, the same will be considered for payment of consultancy fee.

2.4 For any other project/s approved by SPV, in consultation with KUIDFC, over and above the list of projects in the SCP for which consultancy services are provided by the PMC will be considered for additional payment As per the quoted percentage fee.

2.5 The Consultant is supposed to quote the lump sum fee, exclusive of Service Tax, in Column B and the same will form the basis for deriving the fee as a percentage (Column C) of the total project cost (Column A). The % fee so derived will be rounded of to 2 decimal places. All payments pertaining to sub projects will be based on this % as detailed vide Appendix

Description	Total Project Cost (A)	Lump Sum Consultancy Fee (B)	Consultancy Fee derived as % of Project Cost (C) (B/A*100)
PMC fee towards – Goods, Works & Services	Rs.1048.78 Cr +Rs.468.60Cr PPP Projects	Rs.-----	

***The above quote shall include all the taxes, duties, fees, levies and other impositions likely to be levied under the existing, amended or enacted laws during life of this contract except Service Tax.***

**Service Tax shall be paid extra as per prevailing rates from time to time, by the Employer.**

*Note: The ceiling cost of the project is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4C is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Consultant.*

Name and Title of Signatory:  
Name of the Consultant:  
Address:

**4C. BREAK DOWN OF COSTS (Rs.)**

**The Form in Bid Document to be replaced as follows:**

Payment will be made only on % basis; however the following details needs to be provided by the Consultants

**SUMMARY OF COSTS**

<b>No</b>	<b>Description</b>	<b>Amount (Rs)</b>
<b>I</b>	<b>REMUNERATION FOR STAFF FOR ENTIRE 5 YEARS FOR ALL SUBPROJECTS</b>	
<b>II</b>	<b>TRANSPORTATION COST FOR 5 YEARS</b>	
<b>III</b>	<b>DUTY TRAVEL TO SITE FOR 5 YEARS</b>	
<b>IV</b>	<b>OFFICE SUPPLIES, UTILITIES AND COMMUNICATION/ANNUM</b>	
<b>V</b>	<b>OFFICE FURNITURE AND EQUIPMENT</b>	
<b>VI</b>	<b>REPORTS AND DOCUMENT PRINTING</b>	
<b>VII</b>	<b>SURVEY &amp; OTHER COST</b>	
<b>GRAND TOTAL</b>		

***Note: The Consultant shall provide subproject wise manpower requirement at the time of negotiations***

Date:

Signature:

**I. REMUNERATION FOR STAFF FOR ENTIRE 5 YEARS FOR ALL SUBPROJECTS**

No.	Position	Man Month Rate* (Rs.)	Phase wise no. of Man Months			Amount (Rs)
			Design	Implementation	Total	
A.1	<b><u>Key Professional staff</u></b>					
	<b>Sub Total (A.1)</b>					
A.2	<b><u>Development Professional staff</u></b>					
	<b>Sub Total(A.2)</b>					
A.3	<b><u>Construction Supervision Engineers</u></b>					
	<b><u>ABD Projects</u></b>					
	<b><u>Pan City Projects</u></b>					
	<b>Sub Total(A.3)</b>					
A.4	<b>SUPPORT STAFF</b>					
	<b>Sub Total(A.4)</b>					
	<b>TOTAL (A)</b>					

**II Transportation Cost for 5 Years (Details to be Provided)**

Total:

**III. Duty Travel to Site for 5 Years(Details to be Provided)**

Total:

**IV. Office Supplies, Utilities and Communication**

No.	Item*	Months	Monthly Rate (Rs)	Amount (Rs)
1.				
2.				
3.				
4.				

Total:

\* Prepare details as appropriate for the consultancy assignment.

**V. Office Furniture and Equipment (Details to be provided)**

No.	Description(*)	Unit	Quantity	Rate	Amount
	Office Furniture (Purchase)				
	Office Equipment (Purchase)*				
				Total	

**VI. Documentation & Report Submission**

No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs.)
1.					
				<b>Total</b>	

**VII. Survey & other cost**

Total

Date:

Signature:

## **SECTION 5. TERMS OF REFERENCE**

### **Scope Requirement Document**

#### **1. Background:**

The Ministry of Urban Development (MoUD), Government of India (GoI) has rolled out Smart City Mission (SCM). Karnataka Urban Infrastructure Development & Finance Corporation Limited (KUIDFC) is the State Level Nodal Agency (SLNA) for the Smart Cities Mission in Karnataka. SHIVAMOGGA is one of the ULBs selected under the 2nd Round Competition of SCM based on the Smart City Plan (SCP) submitted by the City through GoK. Objective of the Smart Cities Mission is to promote Cities that provide core infrastructure, give a decent quality of life to their citizens and apply smart solutions to improve services and infrastructure.

#### **2. Need for Present Assignment**

The ULB, based on the public consultation, has prioritized sub-projects in the SCPs, which need to be reviewed, improved, finalised and implemented. In order to implement/realise these plans a Special Purpose Vehicle (SPV) –SHIVAMOGGA Smart City Limited (**SSCL**) is established. The assistance of Project Management Consultant is required to support **SSCL** for designing, developing, managing and implementing Smart City projects & hence the need for assignment.

#### **3. Brief Scope of Work:**

The principal objective of the Project Management Consultants (PMC) assignment is to assist the SSCL/ SLNA to realize the vision of the City, contemplated in the SCP, by preparing the final designs and implementation of sub-projects based on the Smart City Mission Guidelines. The sub-projects identified in the SCPs can be broadly classified as Area Based Development (ABD) for city improvement (retrofitting), city renewal (redevelopment), city extension (Greenfield development) and Pan-city initiative in which Smart Solutions are applied covering larger parts of the city.

#### **4. An Outline of the Tasks to be carried out by the Consultant**

The PMC will be responsible for dissemination of project related information to all stake holders and ensure appropriate level of community mobilization and participation. The PMC will also be responsible for implementation of the sub-projects identified under SCP. The Consultant would support the Employer in overall management of Smart City project, including project planning, budgeting, supervision, monitoring & evaluation, reporting and coordination to ensure timely project development and implementation in line with Smart City Proposal and Smart Cities Mission guidelines.

The assignment is in two Phases, the first phase – Design Phase for Planning, designing and procurement assistance; and the second phase – Implementation Phase for Implementation

assistance. The PMC will work under the overall supervision, direction and guidance of the SPV/SLNA. The broad scope of work shall cover, but not limited to:

- Support Employer to identify, conceptualize, develop and execute projects on models such as joint ventures, subsidiaries, public-private partnership (PPP), turnkey contracts, etc to implement SCM projects.
- Advise the Employer on technical, commercial, financial, and legal aspects of project development and implementation based on Employer requirements.
- Support Employer in preparation of feasibility study, develop project structures, designs, prepare detailed project reports, tender documents and provide bid process management support for selection of implementing agency.
- Establish base line data of all the urban infrastructure sectors, existing service level of the city.
- Provide transaction advisory /bid process management support including preparation of bid documents, managing bid process including bid evaluation, preparation of bid evaluation report, preparation of letter of intent, contract agreement for appointment of Contractors/suppliers/service providers.
- Prepare proposals for consideration of various project development, financing and implementation partners including concept notes, presentations, and follow-ups.
- Provide implementation support including contract negotiation, contract management and contract closure.
- Support Employer to frame policies, regulations and bye-laws required in accordance with proposed smart city projects and their project development and implementation activities.
- Support Employer in bringing convergence with other ongoing schemes of the city
- Shall ensure compliance & monitoring of project activities by using latest Project Management Tools such as real time monitoring of work progress on field
- Assist the Employer in conducting project review meetings, preparation of minutes of meeting etc.
- After completion of each of the sub project, project completion report to be submitted along with project impact assessment study, listing out all the beneficiaries of the project.

The tasks to be completed under this assignment are detailed below:

#### **4.1 Phase-I: Planning, designing and procurement assistance**

##### **a. Brief Scope of Work for Area based/ Greenfield development**

- Review of earlier studies & project reports/documents relevant to the project.
- Carrying out all necessary surveys, studies and site investigations for sub-project preparation. The cost towards survey and field investigations shall be part of the consultant's

quote. The Consultant may refer to the available information, pertaining to topographical and other surveys, with the ULB. However, PMC shall make its own assessment and provide details in the breakup of costs.

- Identify underground utilities.
- Establish baseline data wherever necessary
- Prepare a feasibility study including technical, commercial, financial, institutional and safeguards aspects in accordance with the prevailing guidelines.
- Prepare a road map for guiding the overall investment, specifying the physical and non physical investments, a financiers' matrix and the corresponding resources needed.
- Explore options of project financing to optimize financial leveraging.
- Prepare, review and finalize the preliminary designs for each of the identified sub-projects.
- On approval of the preliminary designs by the competent authority, prepare Detailed Project Reports which shall include detailed engineering designs that are cost effective and use appropriate technology and materials, cost and quantity estimates, BoQs, specifications, consistent with relevant standards and designs, construction drawings and tender documentations. DPRs shall also include design of O&M phase, both in terms of the institutional arrangements and the financial means to ensure the subprojects provide sustainable services during their lifetime.
- Establishing the subproject costs, ensuring that they are within the acceptable cost limits.
- Assisting the SPV/SLNA in tendering, bid evaluation and award of contract.
- The consultant shall comply & carry out the assignment as per the guidelines issued by MoUD/GoK/SPV from time to time over the entire period of the contract.

**b. Brief Scope of Work for Pan city development**

- Examine the Pan-city proposal submitted in the SCPs and prepare proposal for development of selected Smart Solutions to the existing city-wide infrastructure which shall involve the use of technology, information and data to make infrastructure and other allied services better.
- Prepare the functional & non-functional requirement specifications.
- Prepare Networking and connectivity requirements
- Identify & prepare Data digitisation requirements
- Identify & prepare Training requirements
- Identify & prepare the list of necessary software & hardware
- Study of various technologies and suggest the most viable techno economical solution:
- Prioritize the activities of the projects/components and prepare a tentative implementation plan.
- Identify the risk & prepare mitigations measures.

- The Consultant shall engage Standard Testing and Quality Consultant (STQC) to conduct the assessment/review for the system before rolling it out. The Consultant shall review and inspect all the procedures and systems relating to the solution.
- The consultant shall comply & carry out the assignment as per the guidelines issued by MoUD/GoK/SPV from time to time over the entire period of the contract.

**c. Brief scope of work for PPP projects:**

- The Consultant shall play the role of transaction advisor in all PPP projects and shall do all the detailed financial, technical and legal work required to prepare the Project Sponsor to implement the proposed project.
- The transaction advisor will complete a feasibility study to a standard that will enable the SPV to establish the commercial attractiveness and bankability of the project.
- During the procurement phase, the transaction advisor will advise the SPV on optimum risk allocation and the resultant contract structure including preparation of all necessary documentation and requisite approvals.
- In broad terms, the TA shall provide his services in two phases:
  - Phase I: Initial project review and technical due diligence prior to financial closing.
  - Phase II: Construction and performance test monitoring and operations monitoring during commercial operation and after financial closing.

**4.2 Deliverables**

**i. Detailed Project Reports and detailed engineering for Area based/ Greenfield & Pan city Development**

- Review SCP and understand the SPV/ULB's priorities and situation
- For the identified sub-projects, conduct all necessary investigations, surveys and tests as required for the preparation of DPRs, taking into account possibilities of optimizing existing assets / systems.
  - Necessary topographical survey.
  - Necessary soil testing as per standard engineering practice and determine the soil strata
- Assess need and demand for each particular service along with the expected impact & outcome.
- Preparation of comprehensive designs and DPRs for infrastructure projects as required
- Reconfirm the desired service level improvements through the respective sub-projects and in accordance with such desired levels, finalize/update the preliminary engineering designs, and prepare detailed engineering designs and drawings. While preparing the designs, follow the Sector Investment Guidelines prepared by SPV if any or else follow standard engineering practices. The designs and drawings shall be sufficiently detailed to enable the SPV and the



contractor for easy interpretation and execution of the works. The detailed designs and working drawings prepared along with necessary test reports shall be incorporated into a detailed design report, to be submitted for the approval of the SPV/Government. All necessary calculations shall be prepared to determine and justify the engineering solution proposed for each subproject / component, and the same shall be incorporated in the design reports. The design should also include life cycle cost analysis.

- Ensure quality planning through good engineering practices and adoption of appropriate design standards.
- Prepare all detailed cost estimates as per the prevailing PWD/ other applicable Schedule of Rates, (KUWS & DB, NH, Irrigation, etc), and where such Schedule of Rates are not available prepare data rates based on market rates.
- Prepare designs for Infrastructure projects, especially of water supply, underground drainage system using standard software's like WaterCAD, WaterGem, SewerCAD, SewerGem or equivalent.
- Prepare appropriate tender packages, procurement and implementation plan in consultation with SPV/SLNA.
- Prepare implementation schedules for each contract package considering working season, critical activities of construction etc and suggest financial flow. (Disbursement schedule)
- Project cost must take into account market prices, and must include estimated price escalation, depending on the proposed implementation schedule for the works.
- Prepare detailed specifications and bill of quantities (BoQs) for all items of works, goods and equipment.
- Preparation of the designs and cost estimate should be accurate and that during execution – contract variation if any, shall not be beyond 10% above or below the estimated costs. The PMC will have to justify any such variations going beyond 10%.

## **ii. Detailed Project Reports and detailed engineering for PPP projects**

- Phase I – Technical Due Diligence
  - Basic Design and Assessment of Capex
  - Project Documentation and preparation of concession agreement
  - Technical Review of the bids submitted by EPC contractor
  - Assist SPV in signing Concession Agreement
- Phase-II –Prior construction Phase.
- Acts as owners engineer and review and opine on the construction related activity as follows:
  - Construction schedule including construction and payment milestones and contractors' and subcontractors' execution plans;
  - Assessment of reasonableness of Project Cost estimation (including potential

scenarios of cost overruns), including spare parts;

- Safety assurance program;
- Site conditions, including site accessibility as well as adequacy of the available infrastructure (ports, roads, vehicles) to transport to the Project site the different components of the wind farm including the turbines;
- Review of the commissioning and start-up plan including performance testing and acceptance criteria. The PMC should plan to observe and attend the full plant commissioning.
- Provide an independent estimation of the Project completion date as well as recommendation for delay contingencies.

### **iii. Project Finance**

- Review financing and implementation plan of Smart City Proposal and assess project cost estimates, financing requirements, future cash flows, and sources of funds and financing modalities.
- Develop revenue model for SPV, identify revenue streams, support SPV to operationalize revenue streams such as user fees, beneficiary charges and impact fees, land monetization, debt, loans, etc.
- Develop financial models, capital investment plans, finance and operating plans and resource mobilization strategy for smart city sub projects.
- Support SPVs to conceptualize and implement financing instruments and tools such as municipal bonds with credit rating of ULBs, pooled finance mechanism, tax increment financing (TIF), transit oriented development, transfer of development rights (TDR), FSI incentives etc. to raise financial resources from the market and attract private investments.
- Support SPV to access financing from State government institutions and Financing Institutions and other government and quasi-government sources as per need.
- Support SPV in dovetailing with other ongoing Government schemes for technical completeness.
- Develop business cases and bankable projects to leverage borrowings from financial institutions and potential investors, including but not limited to bilateral and multilateral development aid institutions.
- Support Employer in identifying and reaching out potential partners and investors and organizing investment road shows and shall also ensures funding tie-ups.
- Support Employer in preparing financial pitches to potential investors.

### **iv. Operation and Maintenance (O&M) & Financial Assessments**

- Review O&M options and prepare a strategy for improved implementation, including technical procedures to ensure efficiency and sustainability and proper financial, accounting

and managerial arrangements for O&M.

- Examine the current provision of the subproject services, and propose/design the institutional arrangements. Hence, as part of the same, the consultant shall undertake:
  - A detailed institutional assessment of those departments/sectors within the SPV where the proposed intervention is focused on. This will include an assessment of institutional structure and systems, procedures, human resources, types of IT systems, etc.
  - In addition, this will also include a financial assessment in terms of extent of O&M costs involved (before and after the project) and budgets, extent of cost recovery in case of sectors where user charges are involved, tariff implications and modelling of various scenarios; including financial projections for 5-10 years.
  - Based on the aforesaid assessment, the Consultant will arrive at an O&M plan for each sector where intervention is proposed, including a plan for routine and recurring operations (costs for O&M etc), action plan for maintenance, etc, a human resource plan and strategies for meeting institutional capacity gaps (outsourcing, new IT systems, new staff positions, etc.)
    - The same shall include financial analysis for the proposed subprojects working out the financial means to cover O&M expenses, and designing the respective mechanisms (for instance tariffs in water, budget allocations in roads) to guarantee reliable adequate funding during the O&M period.
  - The Consultant shall update the financial assessments for the ULB carried out during the SCP process, based on updated sub-project costs, sources of finance/financing plan, revised repayment schedules if any, sub-project related cash-flow statements etc.
  - The output from the aforesaid exercise shall be a Financial and Operating Plan (FOP) for the SPV as a whole, including 5-10 year financial projections separately for both the operating and capital budgets (a capital investment plan), taking into account also the likely impact of the prioritized sub-project proposed to be undertaken over the medium term.
  - This will include financial impact of service improvement interventions in terms of additional costs / revenues, etc.

**v. Environment Safeguards**

- Conduct and prepare environmental impact assessment and management plans. The Environmental Assessment shall necessarily (but not limited to) cover the following details:
  - Review applicable environmental laws/rules/regulations with a view to define the specific clearances/approvals required to be obtained by ULB/SPV and contractors

from different organizations. Also prepare necessary documentation to facilitate SPV to obtain necessary clearances.

- Screen the proposed sub-projects to identify sensitive environmental features and obtain relevant baseline information/data specific to the sub-project. The data collected shall include primary as well as secondary data for meaningful environmental assessment.
- Based on the screening, define specific environmental concerns/issues to be addressed and conduct meaningful stakeholder consultations at various stages of sub-project's preparation.
- Analyze the possible alternatives for the sub-project components (e.g. Infrastructure project, UGD/Road network alignments, source of water, setting of STPs, disposal points, etc.)
- Cost effective mitigation measures in the form of implementable and budgeted EMP and integration of the same in to bidding documents (bidding documents shall necessarily integrate EMP in the form of Technical specification. drawings, BOQ items, etc.)
- Define monitoring plan for the proposed EMP, responsible institutions. Such plans shall reflect the requirements during construction and operational phases.

**vi. Social Safeguards**

- Conduct and prepare Social Impact Assessment and management plans. The Social Assessment shall necessarily (but not limited to) cover the following details:
  - Screen the proposed sub projects to identify sensitive social features and obtain relevant baseline information specific to the sub project.
  - Based on the screening, define specific social concerns/issues to be addressed and categorization of the sub project and conduct meaningful stakeholder consultations at various stages of sub-project's preparation.
  - Conduct socio-economic survey among the affected population with potentially adverse social impacts.
  - Confirm the requirement of land to be acquired for each sub-project (land required for the sub-project would have been tentatively identified by the SCP consultants) and estimate cost implications of such land acquisition.
  - Analyse the possible alternatives for the sub-project components (e.g. Infrastructure projects, UGD/Road network alignments, source of water, setting of STPs, disposal points, etc.) with a view to minimizing adverse social impacts.
  - Assist ULB/SPV in getting clearances from the other government departments where ever necessary.

- When required, confirm the requirement of land to be acquired for each sub-project and estimate cost implications of such land acquisition, including rehabilitation & resettlement plan.
- Training of ULB/SPV staff on procurement, planning and engineering.

**vii. Procurement**

The PMC would be required to comprehensively assist the SPV in procurement of goods/ /equipments/Hardware/Software/works (as per tasks listed below), as per KTPP guidelines, in the context of implementation of smart city sub-projects.

- Prepare procurement plan duly indicating the method of procurement
- Prepare the necessary procurement documentation as per the KTPP guidelines and GoK procurement Policy. The tender and contract documents shall include instruction to bidders; pre-qualification criteria, general and special conditions of contract, technical specifications, bill of quantities, good for construction drawings, and forms of contract agreement. The specifications will be detailed and use locally applicable standards (KPWD, CPHEEO, IS, IRC, MORTH, etc). The bill of quantities will be based on detailed calculations of quantities and estimate based on (i) schedule of rates and (ii) market prices. The tender documents will also take into account the Environment Management Plan (EMP), if applicable, for the sub-project.
- Assist SPV in pre-qualification, pre-bid meetings, issuance of addendums/corrigendums, bid opening and evaluation including preparation of evaluation reports, award of bids, and any other assistance as may be required for overall management of bidding process.
- Assist the SPV in the negotiations as appropriate with the successful bidders and award of tender.

**4.3 Phase-II: Implementation Assistance**

Providing implementation assistance and quality control services, which includes:

- Preparation of Implementation Plan with roles and responsibilities of each of the stake holders
- Acting as an early warning system for the ULB/SPV/SLNA.
- Contract management, progress monitoring & reporting.
- Capacity building of the SPV staff, on-job training on implementation and quality and contract management and O&M.
- Scrutinize the Contractor’s detailed work programme and guide the contractor in preparation supervision schedule & work plan for each sub-project.
- Scrutinize construction method proposed by contract including environmental safety, personnel & public issues.

- Assess the adequacy of the contractors input in material, labour and construction methodology and provide advisories when required.
- Monitor the implementation of environmental standards and safeguards and resettlement plans, if any.
- Establish Quality assurance system including verification of source of material and certification.
- Assist the Employer in final certification of the bills for payment
- Assistance for resolution of all contractual issues including examining the contractors claims for variations/extensions or additional compensations etc and prepare recommendations for approval by the Employer.
- Assist third party inspections, if necessary, as decided by the Employer.
- Proof checking & issuance for execution of contractors design and drawing for lump sum turnkey contracts.
- Review and finalize the “as built” drawings submitted by Contractor
- Assist the Employer in issue of completion certificates
- Prepare monthly project progress reports describing the physical and financial progress of each subprojects, highlighting impediments to the quality and progress of the works and remedial accounts.
- The consultant shall comply & carry out the assignment as per the guidelines issued by MoUD/GoK/SPV from time to time over the entire period of the contract.

**i. Quality Assurance, Quality Control and Certification**

The role of PMC during implementation is as follows:

- Assist SPV for day to day construction supervision, contract administration, recording measurements, processing & certifying bills for payment release etc.
- Deploy full time well qualified and adequately experienced site engineer to each sub component to assist SPV during implementation phase.
- Assist the SPV with respect to quality control procedures and quality control of the works.
- Ensure quality implementation by establishing quality control procedures and preparing and disseminating quality control manual.
- Ensure setting up of quality control laboratory by the contractor or list out Government laboratories/established laboratories/Reputed engineering colleges/institutions for conducting quality control tests
- Conduct/Supervise quality tests as required on materials/equipment supplied/ works executed at site and in the approved labs approved and assist the ULB/SPV engineers in witnessing tests at manufacturers site as per the standard procedures and best engineering

practice laid down and certify the test results.

- Advise the SPV on carrying out and documenting the planned quality control tests as part of the works progress reports.
- Assist SPV/contractor in preparation of completion reports that include as-built drawings and certify the as-built drawings.

**ii. Sub-Project Implementation Management**

- Prepare Project Implementation framework highlighting the roles and responsibilities various stakeholders of project, contract management procedures;
- Disseminate the same to all stakeholders of the project by conducting workshops.
- Provide technical, financial and project management advice to the SPV for preparing sub-project implementation management checklist. This checklist would be focusing on the procurement management, contract management, time and input management and social and environmental management with regard to actions to be initiated for smooth and timely implementation.
- Oversee the sub-project performance, physical and financial, from the date of Project commencement and report to the ULBs/ SPV periodically.
- Prepare quarterly sub-project budgets including financial allocations to sub-projects and sub-project accounting. Prepare monthly monitoring reports for submission to ULB/SPV. The budgetary requirement and achievement should be on quarterly basis and should be for both calendar year and financial year.
- Suggest mid-course corrections as required for sub-project control.
- Prepare O&M Plan for the assets created
- Assist the ULB/SPV staff on establishing and operationalizing the institutional and financial arrangements envisaged for O&M.
- During the PMC's contract period, assist the ULB/SPV in overseeing contractor's responsibilities during defect liability period

**iii. Training**

- Training of ULB/SPV staff on procurement, planning management and engineering related to project implementation as well as O&M phase.

**iv. Legal**

- Assist ULBs/SPV in addressing and complying with all legal, statutory and mandatory requirements with regard to social and environmental issues.
- Assist ULBs/SPV in interpreting and applying the various legal provisions of the contract documents, and in amicably resolving disputes.
- Assist ULBs/SPV in getting clearances from the other government departments/ agencies

where ever necessary

## 5. Time Frame for the Assignment

The overall duration of the engagement will be 5 years i.e. for the entire duration of the Smart City Proposal implementation and may be extended if required by the Employer in consultation with PMC.

## 6. Output, Deliverables, Payment Terms :

The following outputs are expected to be delivered in stages in total duration of assignment. The details are provided in Appendix -B

## 7. Team Composition - Please Refer –Appendix -C

- 7.1 The team leader shall be present in the city throughout the project period.
- 7.2 At the time of preparing the DPRs, desired Key Professionals/ Development Professionals are to be stationed in the city for at least 15 working days in a month.
- 7.3 During implementation phase, adequate number of site engineers and dedicated quality control team need to be stationed permanently in the city.
- 7.4 A detailed deployment plan shall be submitted in the Methodology & work plan. The breakup of cost for the said deployment to be provided in Schedule 4C .
- 7.5 The desired Key Professionals/ Development Professionals shall visit each sub project at least once in fortnight and also as and when required during the implementation phase of individual sub projects . Moreover, the total number of days spent in the town shall not be less than 5 days in a month.
- 7.6 Required office space with basic infrastructure will be provided by the SPV like Floor Space, Electricity and Water. Rest all arrangements to be made by PMC
- 7.7 The guideline for minimum manpower deployment during implementation phase for the ABD projects is **suggested** as follow:
  - 7.7.1 Construction Manger - 2
  - 7.7.2 Assistant Construction Managers - 5
  - 7.7.3 Support Engineers – 15

**However, the man months required for the above personnel shall be estimated by the PMC based on the implementation time frame of individual sub projects and not for the entire implementation time frame of 53 months.**

- 7.8 For Pan City solutions (IT Components) PMC shall deploy at least One Project Manager and 2 Assistant Project Managers well versed in the field of IT, with the approval of MD, SPV.
- 7.9 The Position of professionals is illustrative and Smart City/SPV may change as per the requirement of the project. The Consultant shall deploy Support Team as per the



requirement. The Support Team may also include office manager, research associates, analysts, surveyor, draughtsman, quantity surveyors, office manager etc. The details are provided vide Appendix C

SECTION 6: CONTRACT FOR CONSULTANT'S SERVICES  
Between

**SHIVAMOGGA SMART CITY LIMITED**

**Shivamogga**

**and**

---

**[Name of Consultant]**

**Dated:**

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## I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the \_\_\_\_\_ day of the month of \_\_\_\_\_, 200\_\_ , between, on the one hand, \_\_\_\_\_ (hereinafter called the "Employer") and, on the other hand, \_\_\_\_\_(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 "Employer") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Consultant' obligations under this Contract, namely, \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called the "Consultant.")"]

### WHEREAS

- (a) the Employer has requested the Consultant to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have 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 (hereinafter called "GC");
  - (b) The Special Conditions of contract (hereinafter called "SC");
  - (c) The following Appendices:

Appendix A: Description of the Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-Contractor

Appendix D: Services and Facilities to be provided by the Employer

Appendix E: Breakdown of Contract Price

Appendix F: Form of Guarantee for Advance Payments

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

- (a) The Consultant shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Employer shall make payments to the Consultant in accordance with the provisions of the Contract.

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

FOR AND ON BEHALF OF

[NAME OF EMPLOYER]

By

(Authorised Representative)

FOR AND ON BEHALF OF

[NAME OF CONSULTANT]

By

(Authorised Representative)

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

FOR AND ON BEHALF OF EACH OF

THE MEMBERS OF THE CONSULTANT

[Name of Member]

By

(Authorised Representative)

[Name of Member]

By

(Authorised Representative)

## II. 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, as they may be issued and in force from time to time;
- (b) **"Contract"** means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) **"Effective Date"** means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
- (d) **"Contract Price"** means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) **"GC"** means these General Conditions of Contract;
- (f) **"Government"** means the Government of Karnataka;
- (g) **"Local currency"** means Indian Rupees;
- (h) **"Member"**, in case the Consultant consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Consultant' rights and obligations towards the Employer under this Contract.
- (i) **"Party"** means the Employer or the Consultant, as the case may be, and Parties means both of them;
- (j) **"Personnel"** means persons hired by the Consultant or by any Sub-Contractor as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)
- (k) **"SC"** means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
- (l) **"SCM"** means Smart Cities Mission
- (m) **"SCP"** means Smart City Proposal
- (n) **"Services"** means the work to be performed by the Consultant pursuant to this Contract as described in Appendix A; and
- (o) **"Sub-Contractor"** means any entity to which the Consultant subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(p) **State Government means Government of Karnataka**

(q) **“Third party”** means any person or entity other than the Government, the Employer, the Consultant, or a Sub-Contractor.

## **1.2. Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the **Applicable Law**.

## **1.3. Language**

This Contract has been executed in **English language**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## **1.4. Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorised representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

## **1.5. Location**

The Services shall be performed at such locations as are specified in **Appendix A** and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Employer may approve.

## **1.6. 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**.

## **1.7. Taxes and Duties**

The Consultant, Sub-contractors and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under **the Applicable Law**, the amount of which is **deemed to have been included in the Contract Price**.

## **2. Commencement, Completion, Modification and termination of Contract**

### **2.1 Effectiveness of Contract**

This Contract shall come into effect **on the date the Contract** is signed by both Parties or such **other later date as may be stated in the SC**.

### **2.2 Commencement of Services**

The Consultant shall begin carrying out the Services within **thirty (30) days after the date the Contract becomes effective**, or at such other date as may be specified in the SC.



## **2.3 Expiration of Contract**

Unless terminated earlier *pursuant to Clause 2.7*, this Contract shall terminate ***at the end of such time period after the Effective Date as is specified in the SC.***

## **2.4 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, ***may only be made by written agreement between the Parties.***

## **2.5 Force Majeure**

### **2.5.1 Definition**

For the purposes of this Contract, "Force Majeure" means an ***event which is beyond the reasonable control of a Party***, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### **2.5.2 No Breach of Contract**

The failure of a Party to full-fill any of its obligations under the contract ***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 (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

### **2.5.3 Extension of Time**

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.***

### **2.5.4 Payments**

During the period of their ***inability to perform the Services*** as a result of an event of Force Majeure, the Consultant ***shall be entitled to continue to be paid*** under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Suspension:**

The Employer may by ***written notice of suspension*** to the Consultant, ***suspend all payments to the Consultant*** hereunder if the ***Consultant fail to perform any of their 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 request the Consultant to remedy such failure***

within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

## 2.7 Termination

### 2.7.1 By the Employer

The Employer may **terminate this Contract**, by **not less than thirty (30) days' written notice of termination to the Consultant**, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the Consultant **do not remedy a failure** in the performance of their obligations under the Contract, **within thirty (30) days of receipt** after being notified or within such further period as the Employer may have subsequently approved in writing;
- (b) if the Consultant (or any of their Members) **become insolvent or bankrupt**;
- (c) if, as the result of **Force Majeure**, the Consultant are unable to perform a material portion of the Services **for a period of not less than sixty (60) days**; or
- (d) if the Consultant, in the judgment of the Employer **has engaged in corrupt or fraudulent practices** in competing for or in executing the Contract.

*For the purpose of this clause:*

**"corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

**"fraudulent practice"** means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Consultant (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

- (e) if the **Employer, in its sole discretion and for any reason whatsoever**, decides to **terminate** this Contract.

### 2.7.2 By the Consultant

The **Consultant** may terminate this Contract, by **not less than thirty (30) days' written notice to the Employer**, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

- (a) if the **Employer fails to pay any monies due** to the Consultant pursuant to this Contract and not subject to dispute pursuant **to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue**;
- (b) 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' notice specifying such breach;

- (c) if, as the result of **Force Majeure**, the Consultant are unable to perform a material portion of the Services for a period of **not less than sixty (60) days**.

### **2.7.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, 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. *any right which a Party may have under the Applicable Law.*

### **2.7.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 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 3.7 and GC 3.8 .

### **2.7.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Employer shall make the following payments to the Consultant:

- (a) **remuneration pursuant to Clause 6** for Services satisfactorily performed **prior to the effective date of termination;**
- (b) **except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1,** reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

## **3. Obligations of the Consultant:**

### **3.1 General**

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 techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.** The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Sub-contractors or third parties.

## **3.2 Conflict of Interests**

### **3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.**

The **remuneration** of the Consultant pursuant to Clause 6 shall constitute the Consultant' **sole remuneration in connection with this Contract or the Services**, and the Consultant **shall not accept** for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Contractors, and agents of either of them, similarly shall not receive any such additional remuneration.

### **3.2.2 Procurement Rules of Funding Agencies**

If the Consultant, as part of the Services, have the responsibility of advising the Employer **on the procurement of goods, works or services, the Consultant shall comply with any applicable procurement guidelines of the funding agencies** 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.

### **3.2.3 Consultant and Affiliates Not to engage in certain Activities**

The Consultant agree that, during the term of this Contract and after its termination, the Consultant and their affiliates, as well as any Sub-Contractor and any of its affiliates, **shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.**

### **3.2.4 Prohibition of Conflicting Activities**

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

- (a) *during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or*
- (b) *after the termination of this Contract, such other activities as may be specified in the SC.*

## **3.3 Confidentiality**

The Consultant, their Sub-Contractors, and the Personnel of either of them shall not, **either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information** relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

## **3.4 Insurance to Be Taken out by the Consultant**

The Consultant (a) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at their (or the Sub-Contractors', as the case may be) own cost but on terms and

conditions approved by the Employer, ***insurance against the risks, and for the coverage, as shall be specified in the SC***; and (b) 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 have been paid.

### **3.5 Consultant' 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) *entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Contractor and the terms and conditions of the subcontract shall have been approved in writing by the Employer prior to the execution of the subcontract, and (ii) that the Consultant shall remain fully liable for the performance of the Services by the Sub-Contractor and its Personnel pursuant to this Contract;*
- (b) *appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-Contractors"), and*
- (c) *any other action that may be specified in the SC.*

### **3.6 Reporting Obligations**

The Consultant shall submit to the Employer the ***reports and documents specified in Appendix B*** in the form, in the numbers, and within the periods set forth in the said Appendix.

### **3.7 Documents Prepared by the Consultant to Be the Property of the Employer**

All ***plans, drawings, specifications, designs, reports and other documents and software*** submitted by the Consultant in accordance with Clause 3.6 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 and software to the Employer, together with a detailed inventory thereof. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

### **3.8 Equipment and Materials Furnished by the Employer**

Equipment and materials ***made available to the Consultant by the Employer or purchased by the Consultant 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 and materials and shall dispose of such equipment and materials in accordance with the Employer's instructions. While in possession of such equipment 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 replacement value.

#### **4. Consultant' Personnel and Sub-Contractors**

##### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of ***the Consultant' Key Personnel are described in Appendix C***. The Key Personnel and Sub-Contractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

##### **4.2 Removal and/or Replacement of Personnel**

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.*
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have 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 therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.*
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.*

#### **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) 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;*
- (b) assist the Consultant and the Personnel and any Sub-Contractors employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;*
- (c) provide to the Consultant, Sub-Contractors and Personnel any such other assistance as may be specified in the SC.*

##### **5.2 Services and Facilities**

The Employer shall make available to the Consultant and the Personnel, for the purposes of the services and free of any charge, the services, ***facilities and property described in Appendix D*** at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultant as and when so specified,

the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof.

## **6. Payment to the Consultant:**

### **6.1 Lump Sum Remuneration**

The Consultant's ***total remuneration shall not exceed the Contract Price*** and shall be ***a fixed lump sum including all staff costs, Sub-Contractors' costs, printing, communications, travel, accommodation, and the like, and all other costs*** incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, ***the Contract Price may only be increased*** above the amounts ***stated in clause 6.2*** if the Parties have agreed to ***additional payments in accordance with Clause 2.4.***

### **6.2 Contract Price**

The Contract price is set forth in the SC.

### **6.3 Payment for Additional Services**

For the purpose of determining the remuneration due for ***additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices A and E.***

### **6.4 Terms and Conditions of Payment**

Payments will be made to the account of the Consultant and ***according to the payment schedule stated in the SC.*** unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant have submitted an invoice to the Employer specifying the amount due.

### **6.5 Interest on Delayed Payments**

If the Employer has delayed payments ***beyond fifteen (15) days after the due date*** stated in the SC, ***interest shall be paid*** to the Consultant ***for each day of delay at the rate stated in the SC.***

## **7. Settlement of Disputes**

### **7.1 Amicable Settlement**

The Parties shall use their ***best efforts to settle amicably*** all disputes arising out of or in connection with this Contract or its interpretation.

## **7.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that ***cannot be settled amicably within thirty (30) days*** after receipt by one Party of the other Party's request for such amicable settlement may be submitted ***by either Party for settlement in accordance with the provisions specified in the SC.***



### III. SPECIAL CONDITIONS OF CONTRACT

Number of General GC Clause	Amendments of, and Supplements to, Clauses in the Conditions of Contract
1.1 (h)	<b>The Member in charge is : Managing Director, Shivamogga Smart City Limited</b>
1.4.1 (Notices)	The addresses are: <b>Employer:</b> The Managing Director, Shivamogga Smart City Limited <b>Address.</b> Office of the commissioner  Shivamogga City Corporation  near Gandhi park ,Shivamogga  Telephone -7337872503  <b>Consultant:</b> -----
1.4.2 (Notices)	Notice shall be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of telexes/e-mail, 24 hours following confirmed transmission; (c) in the case of telegrams, 24 hours following confirmed transmission; and (d) in the case of facsimiles, 24 hours following confirmed transmission.]
1.6 (Authorized Representatives)	The Authorized Representatives are: For the Employer : The Managing Director, Shivamogga Smart City Limited  For the Consultant : _____
1.7 (Taxes and Duties)	The Consultant and the personnel shall <b>pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract.</b>
1.7.2	However the Services tax payable for this Services shall be paid/ reimbursed by the Employer separately.
2.1 (Effectiveness of contract)	The date on which this Contract shall come into effect is : <b>On the date of signing of agreement</b>
2.2 (Commencement of Contract)	<b>The time period shall be 15 days</b>
2.3 (Expiration of Contract)	The period shall be <b>60 Months (Max) from the date of signing of agreement.</b>

Number of General GC Clause	Amendments of, and Supplements to, Clauses in the Conditions of Contract
3.4 <b>(Insurance to Be Taken out by the Consultant)</b>	The risks and the coverage shall be: <ol style="list-style-type: none"> <li>1. Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and</li> <li>2. Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Contractor, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</li> <li>3. 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.</li> </ol>
3.5 (c) <b>(Consultant' Actions Requiring Employer's Prior Approval)</b>	The other actions are – <b>Refer Appendix A</b>
3.7 <b>(Documents Prepared by the Consultant to Be the Property of the Employer)</b>	The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer
5.1 <b>(Assistance and Exemptions)</b>	Nil
6.2 <b>(Contract Price)</b>	The Contract Amount is ..... (exclusive of service tax) No price escalation proposed for preparation of DPRs  Refer <b>Appendix E</b> , Clause 4.
6.4 <b>(Terms and Conditions of Payment)</b>	Refer <b>Appendix E</b>
6.5 <b>(Interest on Delayed Payments)</b>	5% per annum.

Number of General GC Clause	Amendments of, and Supplements to, Clauses in the Conditions of Contract
<p>7.2 <b>(Dispute Settlement- Reference to the Deputy Commissioner for Settlement)</b></p>	<p><i>All disputes arising out of or in connection with this Contract, shall be finally referred to the Board, Shivamogga Smart City Limited. Upon such reference, the Board, SSCL shall attempt to amicably resolve the Dispute within 60 (Sixty) days. If the dispute is not settled, the first appeal shall lie with the Additional Chief Secretary (ACS), Urban Development Department (UDD), Government of Karnataka (GoK). The decision of ACS, UDD shall be binding on either Party.</i></p> <p><i>If the Dispute is not settled within 60 (Sixty ) days from the date of reference to ACS UDD or 120 (One Hundred Twenty) days from the first reference to the Board , either Party may refer the dispute to the Court of law in accordance with the provisions of Clause 7.3.</i></p>
<p>7.3 <b>(Governing Law and Jurisdiction)</b></p>	<p>All disputes arising out of or in connection with this <b>Contract shall be governed by the Indian laws for the time being in force, and as amended from time to time and the Civil Court at Shivamogga city</b>, India, shall have jurisdiction over all matters arising out of or relating to this Agreement.</p>
<p>8. <b>Know- How and Transfer and Training</b></p>	<p>The Consultant shall: Transfer such know-how, management systems, manuals and similar knowledge if any, tools and capacity for managing a utility The cost towards the same shall be included in Consultants remuneration</p>
<p>9. <b>Variations</b></p>	<p><b>Refer Appendix E, Clause 5</b></p>
<p>10. <b>Liquidated Damages /Penalty</b></p>	<p><b>Refer Appendix E, Clause 6</b> <b>Refer Appendix E, Clause 8</b></p>
<p>11. <b>Delay in deployment/replacement /non-deployment of Key Professional/Development professionals</b></p>	<p><b>Refer Appendix E, Clause 9</b></p>
<p>12. <b>Bonus for early completion in Design Phase</b></p>	<p><b>Refer Appendix E, Clause 10</b></p>
<p>13. <b>Performance Security</b></p>	<p>13.1 The Performance Security for an amount of 5% of the consultants quoted rate, shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and the <b>form provided in Appendix F</b> and by a scheduled commercial bank or surety acceptable to the Employer, and denominated in Indian Rupees.</p> <p>13.2 The Performance Security shall be valid until <b>28 days from the</b></p>

Number of General GC Clause	Amendments of, and Supplements to, Clauses in the Conditions of Contract
	<p data-bbox="550 293 1209 327"><i>Intended date of Completion of the project Period.</i></p> <p data-bbox="499 405 1516 837"><b>13.3</b> The Operator shall keep the Performance Bank Guarantee valid and enforceable throughout the Term and for a period of 28 days after the Term. In case the Performance Bank Guarantee provided by the Operator to the Employer is set to expire for any reason whatsoever at any time before expiry of 28 days after the Term, the Operator shall renew and provide to the Employer renewed Performance Bank Guarantee at least 30 days prior to its date of expiry. Upon any failure on part of the Operator to renew the Performance Bank Guarantee or to keep it valid and enforceable in terms of this Clause, the Performance Bank Guarantee will be en-cashed by the Employer without giving any notice to the Operator or to any other Party.</p> <p data-bbox="515 853 1516 927">11.1 This is without prejudice to any other action that may be taken by the Employer under the terms and conditions of this Contract.</p> <p data-bbox="499 943 1516 1285"><b>13.4</b> The Employer, without prejudice to any of its rights or remedies under this Contract, is free to en-cash the Performance Bank Guarantee in part or in full, in terms. In the event of the invocation of any amount of the Performance Bank Guarantee by the Employer under this Contract, the Operator shall immediately take appropriate steps to establish the Performance Bank Guarantee at its full value contemplated under this Contract within 15 days of the date when the Performance Bank Guarantee is wholly or partially invoked by the Employer.</p>

#### **IV. APPENDICES**

##### **Appendix A: Description of the Services**

*As detailed in the Terms of Reference*

## Appendix B: Reporting Requirements

The following outputs are expected to be delivered in stages in total duration of assignment

### 1 Infrastructure Development Work & ICT work –BoQ Based

#### 1.1 Stage-A (Design Phase)

No.	Deliverable	Elapsed Timeframe (T0 is from the time sub project is approved by the Employer for preparation of DPR)
<b>A</b>	<b>Design</b>	
1	Conduct Survey & Necessary Studies	T0 + 2Weeks
2	Submission of Concept/Feasibility Report (approach and methodology)	T0 + 2 Months
3	Submission of Draft DPR: (Draft Design and Detailed Project Report for each sub project containing maps and drawings, detailed designs, cost estimates, economic analysis, draft environmental assessment, construction drawings etc.,)	T0 + 4 Months
4	Submission of Final DPR: (Final Design and Detailed Project Report for each sub project including final EA and EMP , Implementation Plans, Contract Packages, Procurement and Implementation Plans, Quality Assurance and Management Plans , Customer house connection management programme, Construction and Contract Management Framework)	T0 + 5 Months
<b>B</b>	<b>Bid Process</b>	
1	Submission of Draft Bid Documents for each sub projects (EMP to be integrated in to the bidding documents)	T0 + 6 Months
2	Submission of Final Bid Documents for each sub project (include applicable environmental approvals and clearances)	
3	Bid Evaluation report	T0 + 7 Months
4	Award of Contract	

## 1.2 Stage-2 (Project Implementation Support)

<b>B</b>	<b>Project Implementation Support (The duration of construction of various Packages would be different.</b>	<b>T1 is the date of appointment of implementing agency for sub project</b>
1	For ABD Modules	T1+ 53 Months (Max or as per bidders assesment)
2	For Smart Solution Module a) Submission & acceptance of User Acceptance Test (UAT) Reports b) Submission of Standardization Testing and Quality Certification (STQC) Certificate(s) c) Submission & acceptance of "Go-Live" Report	T1+ 53 Months (Max or as per bidders assesment)

The deliverables to be submitted during Phase 2 are as follows:

Monthly Progress Reports including compliance with EMP provisions and relevant monitoring details)	5 copies + 1 soft copy
Quarterly and Periodic Reports	5 copies + 1 soft copy
Quality Assurance Plans	5 copies + 1 soft copy
Asset Management Plans for the assets created	5 copies + 1 soft copy

## 2 Infrastructure Development Work based & ICT work -PPP based

### 2.1 Stage-A (Design Phase)

No.	Deliverable	Elapsed Timeframe (T0 is from the time the sub project is approved by the Employer)
<b>A</b>	<b>Design</b>	
1	Inception Report (approach and methodology)	T0 + 2Weeks
2	Submission of REIA & Social Impact Study report	T0 + 2 Months
<b>B</b>	<b>Bid Process</b>	
1	Submission of Draft Concession Agreement	T0 + 3 Months

No.	Deliverable	Elapsed Timeframe (T0 is from the time the sub project is approved by the Employer)
2	Submission of Final Concession Agreement	
3	Bid Evaluation report	T0 + 5 Months
4	Signing of Concession Agreement	

## 2.2 Stage-2 (Project Implementation Support)

B	Project Implementation Support (The duration of construction of various Packages would be different.	T1 is the date of commencement of implementation phase
1	Vetting of DPR submitted by the Concessioner and freezing the Capital Investment	T0+ 7 Months (Max)
2	Construction Supervision	T1+ 53 Months (Max)

The deliverables to be submitted during Phase 2 are as follows:

Monthly Progress Reports including compliance with EMP provisions and relevant monitoring details)	5 copies + 1 soft copy
Quarterly and Periodic Reports	5 copies + 1 soft copy
Quality Assurance Plans	5 copies + 1 soft copy
Asset Management Plans for the assets created	5 copies + 1 soft copy



## Appendix C: Key Personnel and Sub-Contractor

### *List of Key Positions whose CV and Experience would be evaluated*

The Consultant has to estimate the staff requirement to satisfactorily complete the assignment. The staffing input requirement given below is only indicative and some positions need not be on full time basis, the Consultant has to make assessment of the requirements and submit the technical and financial Proposals accordingly. The following key professionals CVs will be evaluated.

The Consultant shall provide the Consultant's Personnel to fill the positions as listed in this Appendix throughout the term of the Contract.

No	Position	Qualifications & Skills	Experience
1	Team Leader cum Urban Management specialist	Bachelor in civil Engineering with Masters in Urban Planning	<ul style="list-style-type: none"> <li>• 20 Years experience in Urban Sector</li> <li>• Experience of Project Management in Urban Infrastructure Works. Experience as Team leader/ Deputy Team leader for minimum one project.</li> <li>• Knowledge of urban development issues and Project experience.</li> <li>• experience in project management, project financing and contract structuring.</li> </ul>
2	Infrastructure/ Engineering Specialist with Civil construction expert	Masters Degree in Civil Engineering	<ul style="list-style-type: none"> <li>• At least 10 yrs experience in related assignment.</li> <li>• Experience in working in building construction , urban infrastructure projects which shall include preparation of designs, drawings &amp; DPRs.</li> </ul>
3	Town Planning Scheme Expert	Master Degree in Urban Planning	<ul style="list-style-type: none"> <li>• At least 5 yrs experience in related assignment.</li> <li>• Experience in designing/implementation of minimum 2 Town Planning Schemes</li> </ul>
4	Urban Finance Specialist	Masters Degree in Finance/ Economics/ Chartered Accountant/ Commerce/ ICWA /MBA(Finance)/ Post Graduate in Economics with specialization in Public Finance.	<ul style="list-style-type: none"> <li>• At least 10 years relevant experience.</li> <li>• Experience of municipal finance analysis, municipal budgeting and accounting and financial projections.</li> <li>• Experience in Financial Modeling in Urban Infrastructure , PPP &amp; Market borrowing are desirable.</li> </ul>
5	PPP Specialist	Degree in Civil Engineering/ Master of Business Administration is desirable.	<ul style="list-style-type: none"> <li>• At least 10 years relevant experience.</li> <li>• Experience of procurement related activities for urban infrastructure projects.</li> <li>• Experience in PPP contract structuring and concluding concession Agreements.</li> </ul>

6	E-Governance Specialist	Degree in Information Technology/ Electronics Engineering or equivalent	<ul style="list-style-type: none"> <li>• At least 5 years' relevant experience</li> <li>• Experience in MIS for institutional / Governance level and integration of various user data</li> <li>• Experience in preparation of technical requirements document of the e-Services and solution to implementing the IT related infrastructure services /e-services, networking infrastructure etc.</li> <li>• Proven knowledge of modern Internet technologies and experience in software development projects/ GIS;</li> <li>• Working experience in network administration and use of hardware/software, telecommunications facilities,</li> <li>• Experience in databases development, programming and web designing; Crowd sourcing on e and m – platforms with respect to local bodies.</li> <li>• Experience in institutional lasing various services under e-government, creation of command centre.</li> </ul>
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In addition to the above staff the minimum sub key professional staff to be deployed by the Consultant shall be in accordance with the projects as proposed in the SCP and modifications therof from time to time by SPV. The C.Vs of these personnel needs to be submitted, however, the same will not be considered for evaluation. Some of Such experts are as follows:

No	Position	Qualifications &Skills	Experience
1.	Assistant Construction Manager	<ul style="list-style-type: none"> <li>• Graduate in Engineering</li> </ul>	<ul style="list-style-type: none"> <li>• 5 years' experience in construction management of Urban Service delivery (Water Supply/ Sewerage/ Drainage/ Transportation/ Drainage/ Solid Waste Management)</li> </ul>
2.	Support Engineer	<ul style="list-style-type: none"> <li>• Degree/Diploma in relevant branch</li> </ul>	<ul style="list-style-type: none"> <li>• Degree in (relevant branch) Engineering with 2 years' experience</li> <li>Or</li> <li>• Diploma in (relevant branch) Engineering with 4 years' experience</li> </ul>
<b>Development Professionals: The following CVs shall be submitted by the Consultant. However the same shall not be evaluated by the Employer for technical scores:</b>			
1.	Urban Designer -1	Masters in Urban Design/Architecture or equivalent	<ul style="list-style-type: none"> <li>• 12 years similar experience</li> </ul>

2.	Transportation Planner/ Engineer -1	Masters Degree in Transportation Planning/ Transportation Engineering/ Highway Engineering/ Highway Planning	<ul style="list-style-type: none"> <li>• 10 years of experience in the area of Urban Transportation</li> <li>• Experience of preparation of Transit Oriented Development (TOD) / Urban Mobility Plan</li> </ul>
3.	Procurement Specialist - 1	Degree in Engineering/ Management/ law / Business Administration or Equivalent	<ul style="list-style-type: none"> <li>• 10 years of experience in the area of public procurement</li> <li>• Experience in construction contract procurement /management in infrastructure projects.</li> </ul>
4.	Landscape / pavement design Architects -1	Degree in Architecture	<ul style="list-style-type: none"> <li>• 10 years' relevant experience</li> <li>• Experience in preparation of technical requirements plans / document pavement design / landscaping</li> </ul>
5.	Solar Energy/ Renewable Energy Expert -1	B-Tech in Electrical/ Power Engineering	<ul style="list-style-type: none"> <li>• 12 years of experience in power projects viz., planning/designing for power generation, transmission and distribution.</li> </ul>
6.	Electrical Engineering Expert -1	B-Tech in Electrical/ Power Engineering	<ul style="list-style-type: none"> <li>• 12 years similar experience</li> </ul>
7.	Affordable Housing Expert -1	Masters in Urban Planning/Housing	<ul style="list-style-type: none"> <li>• 12 years similar experience</li> </ul>
8.	Communication Specialist -1	Masters in mass communication	<ul style="list-style-type: none"> <li>• 10 years similar experience</li> <li>• Experience in management of multimedia and activities pertaining to social media</li> </ul>
9.	Environment Management expert -1	Postgraduate in Environmental Planning / Engineering /Environmental Sciences	<ul style="list-style-type: none"> <li>• 10 years' experience in conducting EIA, environment modelling &amp; preparing Environmental Management plans, Clean Development mechanism.</li> </ul>
10.	Utility Engineer -1	Degree in Civil/ Mechanical Engineering	<ul style="list-style-type: none"> <li>• 10 years' similar experience</li> </ul>
11.	Social Development Specialist -1	Masters Degree or equivalent in social development disciplines	<ul style="list-style-type: none"> <li>• 10 years relevant experience</li> <li>• Experience in urban social welfare projects/ community mobilization/ Social Development Sub-Plan</li> </ul>
12.	Structural Engineer -1	Masters in Structural Engineering	<ul style="list-style-type: none"> <li>• 10 Years in Structural Engineering.</li> <li>• Should have the experience in structural design of infrastructure projects.</li> </ul>

13.	GIS & Remote Sensing Expert -1	<ul style="list-style-type: none"> <li>• MCA/ Post Graduate in any discipline and</li> <li>• Diploma / degree in GIS</li> </ul>	<ul style="list-style-type: none"> <li>• At least 7 years of experience in working on similar projects (i.e use of remote sensing &amp; GIS technology in urban sector projects)</li> <li>• Knowledge of major GIS software products, GPS, total station, coordinate reference systems, satellite remote sensing technology and GIS applications.</li> </ul>
14.	Heritage conservation expert -1	<ul style="list-style-type: none"> <li>• Bachelor's in Architecture</li> </ul>	<ul style="list-style-type: none"> <li>• 10 years experience in heritage conservation work.</li> </ul>
15.	Business Analyst/ Junior BPR Specialist -1	<ul style="list-style-type: none"> <li>• MCA / Post Graduate in any discipline with diploma / degree in IT / BE/B-Tech. with MBA</li> </ul>	<ul style="list-style-type: none"> <li>• 10 years experience in similar field</li> </ul>
16.	Information Security Systems Expert -1	<ul style="list-style-type: none"> <li>• MCA/ B Tech / M Tech in IT with certification in CISSP/ CCSP</li> </ul>	<ul style="list-style-type: none"> <li>• 10 years experience in similar field</li> </ul>
17.	Solution Architect -1	<ul style="list-style-type: none"> <li>• Degree in Information Technology/ Electronics Engineering or equivalent</li> </ul>	<ul style="list-style-type: none"> <li>• 10 years experience in similar field</li> </ul>
18.	Networking & IT Infrastructure Specialist -1	<ul style="list-style-type: none"> <li>• MCA/ B Tech / M Tech in IT with certification in CCNA</li> </ul>	<ul style="list-style-type: none"> <li>• 10 years experience in similar field</li> </ul>
19.	Construction Manager -1	<ul style="list-style-type: none"> <li>• Graduate in Civil Engineering</li> </ul>	<ul style="list-style-type: none"> <li>• 10 years' experience in construction management of Urban Service delivery projects (Water Supply/ Sewerage/ Drainage / Drainage/ Solid Waste Management).</li> <li>• Knowledge of different construction methodologies.</li> </ul>

The guideline for minimum manpower deployment for the ABD projects is suggested as follows

1. Construction Manger - 2
2. Assistant Construction Managers - 5
3. Support Engineers – 15

For Pan City solutions (IT Components) PMC shall deploy at least One Project Manager and 2 Assistant Project Managers well versed in the field of IT, with the approval of MD, SPV.

The CV of the above professionals needs to be approved by MD, SPV at the time of deployment.

**Appendix D: Services and Facilities to be provided by the Employer**

As detailed in Terms Of Reference

### **Appendix E: Payment of Contract Price**

1. Although, the Consultants have quoted for the entire project in lump-sum ,the detailed breakdown of cost shall be provided in Section 4C and man power deployment shall be provided in Section 3G. The same will be scrutinized and shall be finalized prior to signing of Agreement and the same will be the basis for levying penalties and variations, if any, during the execution of the contract.
2. Further, the payments will be made for each projects individually based on the deliverables submitted as follows:
  - a) The ceiling price of consultancy fee (M) for an individual project would be  $M = \text{derived \%} \times \text{amount of the DPR}$  , where amount of DPR shall mean Amount Put To Bid (Excluding Tender Premium, Contingencies, price escalation)
  - b) The said fee M will be further divided and payment will be made as follows:
    - For Design Phase Activities (M1) = 40% of M
    - For Project Implementation Activities (M2) = 60% of M

The further breakdown of payment activity wise is as follows:

#### 2.1 Payment terms for works, goods & services Based Projects:

No	Deliverables	Payment Schedule
<b>A</b>	<b>Design Phase (M1= 40% of M)</b>	
1	Activity 1: Mobilization Advance	5 % of M1
2	Activity 2 : Submission of Concept/Feasibility Report	10 % of M1
3	Activity 3 : Submission of Draft DPR	15 % of M1
4	Activity 4; Submission of Final DPR	25% of M1
5	Activity 5: Approval of Final DPR	15 % of M1
7	Activity 7: Approval of Bid Document	20% of M1
8	Activity 8: Completion of Bid Evaluation Report & Award of work	10 % of M1
<b>Note:</b>	<ul style="list-style-type: none"> <li>• <i>Payment to the Consultants for activities 1-3 will be made on the basis of project cost indicated in the SCP</i></li> <li>• <i>Upon finalization of DPR difference in amount, if any, will be adjusted in future payments.</i></li> </ul>	

	<ul style="list-style-type: none"> <li>In case of convergence and DPR being prepared by other agencies the same would not be considered for consultancy fee.</li> </ul>	
<b>B</b>	<b>Project Implementation Support (PIS) M2 (60% of M)</b>	
1	<p>Payment to the Consultants during implementation be made on pro rata basis every quarter for the entire duration of the project upon submission and acceptance of monthly progress report.</p> <p>In the event there is a stoppage of work of more than 3 months or for spill over of works beyond the project implementation period for reasons not attributable to the consultants, the fee payable will be remuneration of personnel specifically deployed (as per man days) for the particular sub-project.</p>	M2/ Number of Quarters proposed for the said project

**Note:**

- The % payment is based on the DPR cost and not on actual contract/implementation value. For reasons not attributable to the PMC, if there is any reduction in the scope of work during implementation, the 1st Phase payment will not be reduced.

2.2 Payment terms for PPP Projects:

No	Deliverables	Payment Schedule
<b>A</b>	<b>Design Phase (M1= 40% of M)</b>	
1	Activity 1: Mobilization Advance and submission of Inception Report	5 % of M1
2	Activity 2 :submission of Market assessment and Prefeasibility reports	5 % of M1
3	Activity 3: Approval of Prefeasibility Report	5 % of M1
4	Activity 4: Submission of REIAand Social Impact Study Report	10% of M1
5	Activity 5: Approval of Concession Agreement	30% of M1
6	Activity 6: Completion of BER	20% of M1
7	Activity 7: Signing of Concession Agreement	25% of M1
<b>B</b>	<b>Project Implementation Support (PIS) (M2= 60% of M)</b>	
1	Vetting of DPR and Designs submitted by the	10% of M2

	Concessioner	
	<b>Note:</b> Payment to the Consultants for all design activities and activity1 of Implementation period will be made on the basis of project cost indicated in the SCP. Upon finalization of DPR, difference in amount, if any, will be adjusted in future payments.	
2	Payment to the Consultants during implementation be made on pro rata basis every quarter for the entire duration of the project upon submission and acceptance of monthly progress report.  In the event there is a stoppage of work of more than 3 months or for spill over of works beyond the project implementation period, for reasons not attributable to the consultants, the fee payable will be remuneration of personnel specifically deployed (as per man days) for the particular sub-project.	90% of M2/ Number of Quarters Proposed for commissioning the scheme.

**Note:**

- The consultants are expected to do a proper feasibility study prior to proposing PPP projects.
  - All efforts shall be made to conclude signing of Concession Agreement. As such, it is unlikely that PPP projects will be taken up in EPC mode. However, in the event of failure to sign the concession agreement of PPP projects the decision to take up projects on EPC mode shall vest with the SPV in consultation with KUIDFC.
3. PMC will be paid fees only for the implementation phase, as per his % quote, in such cases.
  4. During implementation, if there is change in scope not attributable to the PMC, which increases the project cost beyond 10% , the consultancy fee will be increased appropriately.
    - a. Any change in scope will be reviewed by a Committee constituted by the SPV/Government. The decision of the Committee shall stand final with respect to type and extent of change in scope.
  5. No price escalation is envisaged for the entire contract duration of 5 years. In the event the consultancy services is extended beyond the project period of 5 years , then price escalation as per CPI/WPI , whichever is applicable, will be made applicable as approved by the SPV. The CPI/WPI, whichever is applicable, base rate will be taken from the end of the 5th Year.
  6. Variations shall not be beyond 10% above or below the DPR costs. The PMC will be subjected to penal action if variations are found to be greater than the set bench mark and also for delay in submitting the DPRs, bid documents, supply of drawings, designs etc., The SPV will be responsible for monitoring the PMCs performance and initiate action / penalise for non-compliance with the ToR, wrong/incomplete specification in the bid documents,



improper estimate, improper / poor progress monitoring, not informing in advance about necessary actions to be taken by the IA, etc.

7. For variation beyond 10% above are below, on account of faulty design and estimates, of the project value the following penalty shall be levied

Variation Amount	LD leviable
+/- >10 & ≤20% of project value	2.5 % of the consultancy fee for the said project
+/- >20 & ≤ 30% of project value	5 % of the consultancy fee for the said project
+/- >30 & ≤40% of project value	7.5 % of the consultancy fee for the said project
>/< 40 of project value	10 % of the consultancy fee for the said project

Note: While calculating the variation the same will be rounded to two decimal places.

8. The SPV will be responsible for monitoring PMC performance and initiate actions for non-compliance with the Terms of Reference. Based on the periodic review of the performance of PMC, necessary action will be initiated. In the event of total default / failure of the firm in execution of the services, the employer reserves the right to get the work executed by any other consultancy firm at the risk and cost of the defaulting consultancy firm. Decision of employer is final & binding on the consultancy firm.
9. **Penalty for delays in submission of deliverables (Only for Design Phase) for works, goods & services Based Projects:**

If the consultants fails to submit the bid document as mentioned in Appendix B, clause 1.1 (B.2) within T0+ 6 months, the Employer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 0.1 % of the consultancy fee, payable for the design phase for the sub project, for each day of delay until actual submission or , up to a maximum deduction of 10% of the consultancy fee payable for the design phase. Once sum of such penalties of all the subprojects reaches the maximum of 10% of the overall consultancy fee payable for the design phase., the Employer may consider termination of the Contract pursuant to GCC Clause 2.7. No penalty will be levied for delays not attributable to the consultants.

**For PPP Projects:**

If the consultants fails to submit the Final Concession Agreement as mentioned in Appendix B, clause 2.1 (B.2) within T0+ 3 months, the Employer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to 0.1 % of the consultancy fee, payable for the design phase for the sub project, for each day of delay until actual submission or , up to a maximum deduction of 10% of the consultancy fee payable for the design phase. Once sum of such penalties of all the subprojects reaches

the maximum of 10% of the consultancy fee payable for the design phase, the Employer may consider termination of the Contract pursuant to GCC Clause 2.7. No penalty will be levied for delays, not attributable to the consultants.

**10. Penalty for delay in deployment/replacement/ non-deployment of Key Professionals:**

Whenever a change in Key Professional is proposed, approval of the CV for replacement personnel has to be obtained from the Employer. Further, for every replacement proposed for a particular position, 5% of the applicable man month rate/fee detailed in Schedule 4C , Break down of cost, payable for the entire project for that position , will be deducted, as a onetime lump sum deduction in ongoing bills.

In the event the sum of such of penalties totals to 10% of the total key professional remuneration for the entire project duration as detailed in Schedule 4C, Break Down of Cost, the Employer may consider termination of the Contract pursuant to GCC Clause 2.7. No penalty will be levied for delays, not attributable to the consultants.

In the event the consultancy firm does not deploy the key professional/Development Professional, as specified in the Schedule 4 C & Deployment Plan, for a period not more than 15 days, a penalty of twice the man day rate will be levied for the number of days of non deployment. The same will be deducted in the ongoing bills.

**11. Bonus for early completion of Design Phase:**

***For works, goods & services Based Projects:***

If the consultants submits the bid document prior to the time frame, as mentioned in Appendix B, clause 1.1 (B.2) within T0+ 6 months, the Employer shall, pay a bonus of 0.1 % of the consultancy fee payable for the design phase for the sub project for each day of early completion , up to a maximum bonus of 5% of the consultancy fee payable for the design phase for the said sub project

***For PPP Projects:***

If the consultants submit the Final Concession Agreement prior to the time frame, as mentioned in Appendix B, clause 2.1 (B.2) within T0+ 3 months, the Employer shall, pay a bonus of 0.1 % of the consultancy fee payable for the design phase for the sub project for each day of early completion , up to a maximum bonus of 5% of the consultancy fee payable for the design phase for the said sub project

**Appendix -F : Format of the Performance Bank Guarantee**

To:

Whereas *[name and address of the successful bidder]* (hereinafter called the "**Successful Bidder**") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to execute *[name of Contract and brief description of Services]* (hereinafter called the "**Contract**");

And whereas it has been stipulated by you in the said Contract that the Successful Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Successful Bidder such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Successful Bidder, up to a total of *[amount of Guarantee]* *[amount in words]*, , and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Successful Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Successful Bidder shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

i. Date \_\_\_\_\_