

No. 2917/26.02.2014

**Consultancy Services for Preparation of
Detailed Project Report (DPR) for Smart City
Project in Bhubaneswar and Preparation &
Management of RfS for Technical Support Unit
(TSU)**

**Request for Submission (RfS) for
Expression of Interest (EOI)**

February 2014

**Innovation Cell
Planning & Coordination (P&C) Department
Government of Odisha**

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ABBREVIATIONS

BDA	Bhubaneswar Development Authority
BMC	Bhubaneswar Municipal Corporation
CESU	Central Electricity Supply Utility
CQCBS	Combined Quality and Cost based Selection Method
CRM	Customer relationship management
CV	Curriculum Vitae
DD	Demand Draft
DPR	Detailed Project Report
EMD	Earnest Money Deposit
EOI	Expression of Interest
GHG	greenhouse gas
GIS	Geographic information system
GPS	Global Positioning System
GRIDCO	Grid Corporation
H&UDD	Housing & Urban Development Department
ICT	Information and Communicating Technology
INR	Indian Rupees
JNNURM	Jawaharlal Nehru National Urban Renewal Mission
JV	Joint Venture
LoI	Letter of Intent
MoA	Memorandum of Association
MoU	Memorandum of Understanding
MRT	Mass Rapid Transit
MRTS	Mass Rapid Transit System
MSW	Municipal Solid Waste
OREDA	Odisha Renewable Energy Development Agency
OWSSB	Odisha Water Supply & Sewerage Board
P&C	Planning & Coordination
PHDMA	Poverty and Human Development Monitoring Agency
PHED	Public Health Engineering Department
PMS	Performance Management System
RfP	Request for proposal
RfS	Request for Submission
SLNA	State Level Nodal Agency
TOR	Terms of Reference
TSU	Technical Support Unit

Request for Submission (RfS)

Consultancy Services for preparation of Detailed Project Report (DPR) for Implementing Smart City Project in Bhubaneswar

1. Notice:

Innovation Cell, Planning & Coordination (P&C) Department, Government of Odisha Bhubaneswar, invites sealed proposal for consultancy services for preparation of Detailed Project Report (DPR) for implementation of smart city project in Bhubaneswar, with the following objectives:

- a. DPR for the City of Bhubaneswar for Smart City.
- b. Preparation of RfS for the selection of Implementing Agency as Technical Support Unit (TSU) for the implementation of the Deliverables in DPR.
- c. Management of the process of selection of successful bidder as TSU for the implementation of the project in Bhubaneswar.

- 1.1 The interested consultant can download the bid document from website i.e. <http://www.odisha.gov.in>, <http://www.odisha.gov.in/pc>
- 1.2 The bid document complete in all respect should be accompanied with Demand Draft of **Rs.20,000/- (Rupees Twenty Thousand Only) (non-refundable)**, towards bid document cost and an EMD of **Rs. 20,00,000/- (Rupees Twenty Lakhs Only) (refundable)** payable to PHDMA, Planning & Coordination Department, Govt. of Odisha payable in any Nationalized bank at Bhubaneswar, Odisha while submitting tender.
- 1.3 Bids should be submitted by dropping in Box, or through speed post / registered post only. The authority is not responsible for any postal delay or any consequences. What so ever.
- 1.4 Tentative Date of Pre-Bid meeting at **15:00 Hrs. on 10.04.2014** at P&C Conference Hall, 2nd Floor, State Secretariat, Bhubaneswar.
- 1.5 Tentative Date & Time of receipt of Tender in sealed envelope on **01.06.2014 up-to 16:00 Hrs.**
- 1.6 Tentative date for opening of Technical Bid at **11: 00 Hrs. on 10-6-2014.**

Note: The dates are tentative and the final dates will be communicated through final Bid document.

- 1.7 RfS document has been uploaded on the website: [http:// www.odisha.gov.in](http://www.odisha.gov.in), <http://www.odisha.gov.in/pc/>. In future, no other advertisement will be given. The concerned organization / bidder will be required to visit the website for any information/updates.

- 1.8 The Innovation Cell of Planning & Coordination Department reserves the right to make any changes in the RfS document before final publication of the same. The organization / bidder will be required to visit the website and see any changes if incorporated.
- 1.9 The Innovation Cell of P&C Department reserves the right to cancel the RfS or modify it without assigning any reason thereof.
- 1.10 The tenders will be received in the office of the Innovation Cell, Planning & Coordination Department, Govt. of Odisha, 2nd Floor, State Secretariat, Bhubaneswar-751001.

Interested Bidders may obtain further information/seek clarification from the office of the Innovation Cell, P&C Dept., Odisha via Joint Director, Innovation Cell Tel. 0674-2322626,0674-2395307 e-mail : jd3-pc.od@nic.in, dfc-pc.od@nic.in up to 1st April, 2014.

-Sd-
Joint Director,
Innovation Cell
Planning & Coordination Department
Government of Odisha

2. Introduction

The challenges of demographic change, population growth, climate change, urbanisation and resource depletion mean that the world's great cities need to adapt to survive and thrive over the coming decades. Slashing greenhouse gas emissions to prevent catastrophic climate change while maintaining or increasing quality of life could be a costly and difficult process. There is an increasing interest, therefore, in the role that **information and communications technologies** could play in transforming existing big consumers of electricity metropolises into low-carbon cities of the future. But, as yet, few cities have fully appreciated the possibility of becoming a 'smart city'.

Smart city is one in which the structures and processes of the various urban systems are made clear, simple, responsive and integrated through contemporary technologies and design. In 21st Century, Citizens are not only engaged and informed in the relationship between their activities, their neighbourhoods, and the wider urban ecosystems, but are actively encouraged to see the city itself as something they can collectively tune, such that it is efficient, interactive, engaging, adaptive and flexible, as opposed to the inflexible, mono functional and monolithic structures of many 20th century cities. This is not simply a philosophical aspiration but can directly address core strategic drivers, such as reducing costs or greenhouse gas (GHG) emissions, and increasing competitiveness.

2.1. Objective

Cities are based on a number of different systems like land and housing, people, business, transport, communication, water, energy, safety and security. The effectiveness and efficiency of these systems determine how a city works and how successful it is in achieving the objectives of a good city. These systems are to be considered holistically so that inter-dependent issues can be addressed efficiently. For a smart city, some of the issues that need to be addressed are as follows:

- *Land and housing*: Land and housing management for various section of the society.
- *People*: HR management, social networks.
- *Business*: Regulation and policy environment and includes planning regulations, business, trade and labour laws, etc.
- *Transport*: all forms of transport: rail, road, and air.
- *Communication*: telecommunications infrastructure, including telephony, broadband and wireless. The ability to access and communicate information is central in a modern economy and key to a smarter city.
- *Water*: entire water cycle, water supply and sanitation.
- *Energy*: meeting energy needs of households, business establishments, educational and health institutions, public systems and so on.
- *Safety and Security*: Public safety from disaster, protection from unlawful activities, etc.

The Plan for Smart City should integrate the above sectors / components and present a document for addressing them in an holistic manner.

For achieving the goals for setting up Smart City, under the RfS for EOI, the successful bidder will be expected to deliver the DPR and RfS for developing

Bhubaneswar as Smart City. The selected Agency under EOI will be required to deliver the following:

- a. DPR for the City of Bhubaneswar for Smart City.
- b. Preparation of RfS for the selection of implementing Agency as Technical Support Unit (TSU) for the implementation of the Deliverables in DPR.
- c. Management of the process of selection of successful bidder as TSU for the implementation of the projects in Bhubaneswar.

2.2 SCOPE OF WORK:

- The study under the present scope would cover tasks of preparation of DPR for the City of Bhubaneswar. It will include the following:
 - I. Key Components:*** Plan for the smart city should include majorly three parts, ***first***, Strengthening of ongoing efforts and the introduction of new initiatives to improve public services, ***second***, application of technologies for integrated and efficient management of city; and ***third***, governance system to achieve the intended objectives. The major sectors that need to be covered are as follows:
 - Education Facility Management
 - Civic amenities
 - Public Utilities
 - Health Management
 - Energy Management
 - Transport Management
 - Traffic Management
 - Land and Housing Management
 - Environment Management (including public paths, open space)
 - Disaster Management
 - Innovation and Entrepreneurship Hub
 - ICT Platform for public Services
 - ICT management of public utilities (Energy, water, traffic, street lights, etc.)
 - Governance
 - Likely MIS for the City Management Authorities (BMC, BDA, H&UD Deptt.) [Dashboard (both Mobile and Desktop) and Weekly / Monthly/ Quarterly / Yearly Reports]

Among others, the DPR should include the following:

- AS-IS TO BE study for the city.
- Inventory of major assets of both public and private entities (Housing, Public land, Public parks, Energy system, Educational facilities, Health facilities, sports, traffic, Govt. offices, business establishments, entertainment spots, hotels and other civic amenities and so on).
- Assessment of road and other transport network.
- Planning and management system

II. Institutional Requirements: For managing the Smart City Operations

- Plan for Management of facilities: Management Structures, Manpower, Competency, Logistics, Zonal offices, etc.

III. Other Components

- International Best Practices: Solutions based on international best practices need to be incorporated.
- Likely benefits from Smart City: The DPR should spell out clearly the following items:
 - a. Qualitative benefits in each sector
 - Convenience, satisfaction and so on
 - b. Quantifiable benefits in each sector
 - Savings in Time
 - Savings in Energy
 - Quality of Environment (air pollution, sanitation, water pollutions, drainage management)
 - Reliability (e.g. for electricity) and so on
- Total Budget requirement: in three Phases: Phase I: first 5 years; Phase II: next 5 years (6th to 10th Year); Phase III: next 5 years (11th to 15th Year)
 - Capital
 - Recurring
- **To develop RfS for the engagement of the Implementation Agency and Technical Support Unit (TSU) for the implementation of the Deliverables:** It will include the following:
 - RfS for the engagement of the Technical Support Unit (TSU) for implementing the Projects in a Phased manner : It should include the following:
 - Scope of the Work (including the list of all projects to be identified under DPR)
 - Roles and responsibilities of the Agency
 - Timelines
 - All necessary conditions as per standard RfS.
- **To manage the process of selection of successful bidder for the implementation of the smart city project in Bhubaneswar**

3. ELIGIBILITY CRITERIA

i. General Eligibility Criteria

- a) Consulting companies registered/incorporated in India will be eligible to apply.
- b) If a foreign company has incorporated a wholly owned subsidiary in India, the subsidiary company will be eligible to submit application. Credentials of the parent company will be considered for eligibility criteria subject to the condition that the subsidiary company obtains an undertaking from the parent company and submits with the application that the company will provide full technical and financial support and execute necessary guarantees, bonds etc. to the subsidiary company for fulfilment of the contractual obligations.
- c) The Company should have never been blacklisted by any Government or Public Sector Organization in the last 5 years.
- d) No joint venture (JV) company is eligible to apply for bid.
- e) No further consideration would be done if bidder doesn't comply with any of the above conditions.

ii. Technical Eligibility Criteria

- a) The Bidder (Parent company, in case of subsidiary company is applying for the bid) should have executed minimum 3 similar Urban Development assignments under JNNURM (or State Scheme) (at least one assignment in India) during last 5 years and 5 similar assignments Urban Development assignments under JNNURM (or State Scheme) (at least one assignment in India) during the last 10 years.
- b) Experience of working as system integrator for ICT Project.
- c) The bidder must possess written evidence in the form of Letter of intent/Work order/certificate of completion issued by the client (any govt. agency) for related consultancy.

iii. Financial Eligibility Criteria

- a) The average annual Turnover of individual company as a Bidder from consultancy work should be more than INR 25 Crores (average) during the last 3 years (i.e.2010-11, 2011-12, 2012-13) duly certified by Chartered Accountant of the company.

Note: All documentary evidence of experience and financial should be attached, else bid will be treated as non-responsive.

4. DELIVERABLES

- i. The scope of the DPR is given in table - I
- ii. Specific deliverables are:
 - a. Draft Detailed Project Report
 - b. Final Detailed Project Report
 - c. Draft RfS Document
 - d. Final RfS Document
 - e. Management of the RfS for the process of selection of successful Implementing agency as TSU for implementation of the project in Bhubaneswar

5. DELIVERY SCHEDULE AND MANPOWER

- 5.1 The total time period for carrying out the assignment is 12 months from the date of issue of Lol. Detailed delivery schedule is as follows:

Table: II

Sl.No	Description	Time Schedule
1	Contract signing	15 days from the date of Lol.
2	Preparation of draft DPR	6 months from the date of Lol
3	Preparation of Final DPR	8 months from the date of Lol
4	Preparation of draft RfS	7 months from the date of Lol
5	Submission of final RfS	9 months from the date of Lol

6	Management of the RfS for the process of selection of successful Implementing agency as TSU for implementation of the projects in	12 months from the date of Lol
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Note: The timelines for activities in DPR are given in table – III

5.2 The bidder will be required to place the manpower as per table - IV.

- After successful award, the bidder will be required to position minimum two manpower in Bhubaneswar on continuous basis till finalization of the entire work assigned under RfS. The Team members of the organization / bidder will be required to interact closely with the Innovation Cell of P& C Department and other agencies/departments in Bhubaneswar City.
- The organization/bidder will be required to prepare the DPR by consulting with the concerned Departments and agencies (BMC, BDA, OWSSB, PHED, H&UD Department, Health Department, GRIDCO / CESU, etc.) in Bhubaneswar and other stakeholders (members of Urban Local Body, Association of Residents, business entities, Educational Institutions, and other relevant stakeholders) for better appreciations of the problems and taking their suggestion.

6. PAYMENT SCHEDULE

SN	Deliverables	Payment
1	Submission of Draft DPR	20 % of total fee
2	Submission of Final DPR as per scope of the work and feedback by the innovation cell	20 % of total fee
3	Submission of draft RfS	10 % of total fee
4	Management of RfS and selection of TSU successfully.	50 % of total fee

Note: The bidders should submit the information or modify the report based on the feedback given by the Innovation Cell, P&C Department.

7. PENALTY CLAUSE

- Failure on consultant part to submit various deliverables as per the time schedule will attract penalty @ **0.5% per week** subjected to ceiling of 10% of the total fee. Amount would be deducted from running bills.
- If delayed beyond 10 weeks of the set timelines, the award of work may be rescinded.

8. VALIDITY

- (i) The proposal shall be kept valid for a period of 180 days from the stipulated last date for receipt of proposals as mentioned hereafter. The overall offer including key personnel proposed for the assignment and the quoted prices shall remain unchanged during the period of validity. In case the Bidder withdraws, modifies or changes his offer during validity period, the Bid security paid by him shall be forfeited forthwith, without assigning any reason thereof.
- (ii) The Bid security paid by the unsuccessful bidders shall be refunded to

them without interest, after the award of work is finalized by Innovation Cell, P&C Department; or after the date of expiry of Validity of offer, unless the validity of offer is extended by mutual consent.

9. LANGUAGE OF BIDS

All information in the bid shall be in English. If in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify a bid. In the event of any discrepancy in meaning, the English Language copy of all documents shall govern.

10. SIGNATURE ON BIDS

The bid must contain the name, residence and place of business of the authorized person or persons making the bid and must be signed by the Bidder with his usual signature. The names of all persons signing shall be stamped, typed or printed below the signature. Bids by Corporation / company must be signed with the legal name of the Corporation / Company by the President / Managing Director or other person or persons authorized to bid on behalf of such Corporation/Company in the matter. Significant evidence of authority/Power of Attorney of the person signing on behalf of the Bidder shall be furnished with the Bid.

11. LOCAL CONDITIONS

It will be imperative on each bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of works / services covered under these documents and specifications. It must be understood and agreed that all the factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the contract awarded on these specifications and documents will be entertained by Innovation Cell, P&C Dept. Neither any change in the time schedule of the contract nor any financial adjustment arising thereof shall be permitted by P&C Dept, which are based on lack of such clear information or its effect on the cost of the work / services to the bidder.

Please note that the cost of preparing the proposal, presentation and of negotiating the contract including site visits etc. will not be reimbursable.

12. PROPOSAL SUBMISSION

- (i) Proposals must be submitted on or before 10-06-2014 up-to 16:00 Hrs to the office of the Innovation Cell, Planning & Coordination Department, Govt. of Odisha, 2nd Floor, State Secretariat, , Bhubaneswar-751001 along with EMD in the form of a Demand Draft amounting Rs. 20,00,000/- (Rupees Twenty Lakh) only (refundable); and Rs. 20000/- (Rupees Twenty Thousand) only towards bid document cost (non-refundable) both payable to the "PHDMA", Planning & Coordination Department, Govt. of Odisha; payable in any nationalized bank at Bhubaneswar, Odisha.
- (ii) The consultant shall submit signed documents in sealed covers, as follows:-
 - a. Sealed **Cover 'A'** shall contain the technical proposal and other documents as requested in the TOR along with the Demand Draft of EMD and Tender fee and bear the superscription as 'Cover A-TECHNICAL OFFER'

- b. Sealed **Cover 'B'** shall contain the financial Proposal for the work and bear the superscription 'Cover B - PRICE OFFER'.
 - c. Cover 'A' and 'B' must be packed together in Cover 'C' and bear the superscription 'Cover C.' This outer envelope shall bear the submission address, reference number be clearly marked "DO NOT OPEN, BEFORE [insert the time and date of the opening indicated above.]". The client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a case for rejection of the proposal. **If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above; this will constitute sufficient ground for declaring the proposal non-responsive.**
 - d. Submissions after the deadline or not in conformity with the specified format will be rejected. P&C Dept. reserves the right to accept or reject any or all applications without giving any reasons thereof.
- (iii) CLIENT reserves its right to call for original of the supporting documents for verification if so deemed fit and also cross-check for any details as furnished by the bidder from their previous clients etc. Bidder shall have no objection whatsoever in this regard.
 - (iv) CLIENT reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the CLIENT's action.
 - (v) CLIENT reserves the right to invite fresh proposals with or without amendment of the RfS at any stage without any liability or obligation for such invitation and without assigning any reason.
 - (vi) CLIENT reserves the right to reject any proposal if:
 - a. Any point of time, a material misrepresentation is made or uncovered for a bidder;
 - b. The bidder does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the Proposal.

13. PRICE BID

The Consultant is required to quote a lump sum fee inclusive of all prevailing taxes and fees except the statutory service tax and education cess for the consultancy services in the prescribed format.

CLIENT shall pay consolidated lump sum fee for the study. The consolidated fee shall be inclusive all expenditures. Applicable taxes will be paid extra at actual to the consultant. The fees quoted above should be in **Indian Rupees**. Taxes part need to be indicated with percentage also separately. Fee shall be quoted in the price bid format enclosed herewith. Statutory variation in taxes, occurring after the submission of this proposal till completion of the assignment and the realisation of the payment shall be to CLIENT's account. In the event of imposition of new taxes, duties and levies after signing of Agreement in relation to the assignment, but during the tenure of Contract, CLIENT shall reimburse the consultant payment of new taxes, duties and levies.

14. SERVICES AND FACILITIES TO BE PROVIDED BY INNOVATION CELL, P&C DEPT TO THE CONSULTANT

- i. Assist the CONSULTANT to obtain such documents/reports/data as necessary to enable the CONSULTANT, to perform the Services.
- ii. Issue all such instructions as may be necessary for appropriate and effective implementation of the Services to officials and representatives of the P&C Dept and letters to concerned agencies for collection of data.
- iii. Provide necessary approvals to various submittals by CONSULTANT from time to time and give further guidelines as required for prompt and effective completion of the services under the scope of work.
- iv. Provide to the CONSULTANT any such other assistance as may be required to carry out the work for the project.
- v. Bear the cost of all advertisement/notifications in media and Tender Documents to be issued to the applicants.

15. SERVICES AND FACILITIES TO BE PROVIDED BY CONSULTANT

- i. The Consultant will deploy a team of two suitable persons with adequate qualifications as given in table-IV in Bhubaneswar for coordination with Client.
- ii. The Consultant will make presentations to client and other concerned organizations whenever needed of all the important items of Deliverables.
- iii. All deliverables will be provided in hard and soft copies. (6 copies)

16. TERMINATION OF CONTRACT

If the client (P&C Dept) for any reasons what so ever decides to terminate the contract, a written notice of termination to the consultant shall be given with a notice period of 15 days. Fees for the work done approved till the time of termination shall be made as mutually decided between client and the consultant. If the contract is terminated due to non-submission of reports within prescribed time schedule, inferior quality of reports, non-observance to instructions, violation of any condition of RfS, then the EMD of consultant will be forfeited.

17. FORCE MAJEURE

Force Majeure shall be defined as follows:

“Neither the Client nor the Consultant shall be considered in default in performance of the obligations under this Agreement if such performance is prevented or delayed by events such as, war, hostilities, revolution, riots, civil commotion, strikes, lock outs, Conflagrations, epidemics, accident, fire, wind, flood, draught, earthquake or because of any law, order, proclamation, regulation or ordinance of any Government or of any sub-division thereof or because of any act of God, or for any other cause beyond the reasonable control of the party affected provided notice in writing of any such clause with necessary evidence that the obligation under the Agreement is thereby affected or prevented or delayed is given within 15 (fifteen) days from the happening of the event with sufficient documentary proof with regard to its existence and its continuance thereafter. As soon as the cause of force majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other of such cessation and of the actual delay incurred in such affected activity adducing necessary

evidence in support thereof. From the date of the occurrence of a case of force majeure, the obligation of the party affected shall be suspended during the continuance of any inability so cause until the case itself and inability resulting there from have been removed and the agreed time of completion of the resulting obligations under this Agreement shall stand extended by a period equal to the period of delay occasioned by such events.”

18. SETTLEMENT OF DISPUTES

- 18.1 **Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause 18.2 shall become applicable.
- 18.2 **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the contract between the Client and the Consultant, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Client and the Consultant, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the P&C Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- 18.3 Arbitration proceedings shall be held in India at Bhubaneswar and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 18.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

19. NOTICE

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such party at the address specified in agreement.

20. AUTHORITY OF MEMBER IN CHARGE

The bidder should authorize one person as authorized signatory on behalf of the company.

21. EFFECTIVENESS OF CONTRACT

This contract shall come into force and effect on the date (the "Effective Date") of the client's notice to the consultant instructing the consultant to begin carrying out the services.

22. EXPIRATION OF CONTRACT

Unless terminated earlier pursuant to any applicable clause, this contract shall expire when services have been completed and all payments have been made at the end of such time period.

23. MODIFICATION

Modification of the terms and conditions of this contract, including any modification of the scope of the services, may only be made by written agreement between the parties, however each party shall give due consideration to any proposals for modification made by the other party.

24. EVALUATION OF OFFERS

Bids received and found valid will be evaluated by P&C Dept to ascertain the best evaluated bid in the interest of P&C Dept for project services under this document. The Bidder should take enough care to submit all the information sought by P&C Dept in the desired formats. The bids are liable to be rejected if information is not provided in the desired formats, however P&C Dept reserves right to seek any clarification from any bidder if it so desires. The proposals, in general, shall be evaluated using the following criteria:

The evaluation of the bid would be carried out in two stages:

Stage-1 Technical Evaluation

Technical evaluation of the bid would be carried out applying the evaluation criteria specified below.

S.N.	Description	Weightage
1	Experience of handling similar projects	25 Marks
2	Experience in System Integration (ICT integration for services and infrastructure)	20 Marks
3	International Experience	20 Marks
4	Presentation on approach & Methodology	20 Marks
5	Financial Capability (turn over)	15 Marks

Stage-II Financial Evaluation

The financial bid will be opened for only those bidders who have qualified in the stage-I. Among them, the bidder who has quoted the least value will be considered for the award.

25. AWARD OF THE CONTRACT

- (i) Notification on Award of Contract for the Consultancy will be made in writing to the successful Bidder by P&C Dept.
- (ii) The selection of agencies will be at the sole discretion of P&C Dept who reserve their rights to accept or reject any or all the proposals without assigning any reason.

26. PRESENTATION

The consultant will have to make a presentation to Innovation Cell, P&C Department. The presentation shall cover in sufficient, detail the appreciation of the project, Approach and Methodology, proposed organizational structure, work program, implementation strategy and Roadmap. The objective of presentation is to enable Innovation Cell, P&C Department to evaluate the consultant regarding their understanding and preparedness for the assignment. Clarifications, if any, as required by Innovation Cell, P&C Department will also be discussed. The date and venue of presentation will be decided by Innovation Cell, P&C Department and intimated on the day of opening of bid or otherwise at least one week in advance. Details of the subjects of presentation to be covered given at Apendix-3.

27. FORECLOSURE

- i. The client may, by not less than thirty (30) days' written notice of foreclosure (the expiry of the notice period whereof being the date of termination) to the consultant, without assigning any reason whatsoever at any stage of the contract, terminate the contract.
- ii. Upon termination of this contract, the consultant shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents / reports prepared by the Consultant up to and including the date of termination to the Client.
- iii. The consultant shall be duly paid for the works carried out and services rendered till the date of termination. The consultant shall also be reimbursed for reasonable demobilization expenses, if the contract is terminated.

28. CONFIDENTIALITY

The Consultant, and the personnel of either of them shall not, disclose any proprietary or confidential information relating to the project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

29. LIABILITY OF THE CONSULTANT

Subject to additional provisions, if any, set forth in the RfS for Smart City, the Consultant' liability under this contract shall be as provided by the Applicable Law.

30. REPORTING OBLIGATION

The Consultant shall submit to the Client the reports and documents specified in Terms of Reference, in the form, in the numbers and within the time periods as specified.

31. DOCUMENTS TO BE PREPARED BY CONSULTANT WILL BECOME PROPERTY OF CLIENT

All plans, Drawings, specifications, designs, reports and other documents prepared by the Consultant in performing the Services shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The consultant may retain a copy of such documents for their reference.

32. ASSISTANCE AND EXEMPTION BY CLIENT

Unless otherwise specified in the contract, the client shall use its best efforts to ensure that the client shall;

- i. Assist the consultant, and Personnel in obtaining work permits and such other documents as shall be necessary to enable the Consultant, Sub consultant or Personnel to perform the services;
- ii. Assist for the personnel and if appropriate, their eligible dependence to be provided with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in India;
- iii. Provide to the consultant, and personnel any such other assistance as may be specified in the contract or may be mutually agreed

33. GOVERNING LAWS

The rights and obligations of the Client and the bidder under this Agreement will be governed by the prevailing laws of India.

34. JURISDICTION:

All causes of action arising out of this consultancy will be exclusively within the territorial jurisdiction of courts in Bhubaneswar or Odisha High Court only.

35. IMPORTANT DATES

- Pre-bid meeting: 10th April, 2014
- Presentation by the Bidders: Between 15th -20th April, 2014
- Publication of Final Bid Document: 1st May, 2014
- Submission of Bid: 1st June, 2014

DISCLAIMER

This Request for Submission (RfS) is issued by CLIENT (P&C Dept., a Department of the Government of Odisha). Whilst the information in this RfS has been prepared in good faith, it is not, and does not purport to be comprehensive or to have been independently verified. Neither the CLIENT, nor any of its Officers or employees, nor any of their advisors and consultants accepts any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the RfS by CLIENT or makes any representation or warranty, express or implied, with respect to the information contained in this RfS or on which this RfS is based or with respect to any written or oral information made or to be made available to any of the recipient or their professional advisor and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RfS is selective. It does not, and does not purport to contain all the information that a proposed bidder may require. Neither CLIENT nor any of its officers, employees nor any of its advisors nor consultants undertake to provide any proposed bidder with access to any additional information or to update the information in this RfS or to correct any inaccuracies therein which may become apparent. Each proposed bidder must conduct its own analysis of the information contained in this RfS or to correct any inaccuracies therein and is advised to carry out its own investigation/study/assessment before submitting the proposal.

Table – I
Scope of Work for DPR

Items	Sectors/ Specific activities
Inventory of Assets	For sectors like Health, Education, Energy, Civic amenities, Government offices, Business, entities, Urban Infrastructure, (STP, Water Supply, Drainage etc), Transport.
AS-IS To- BE study	For ongoing activities / projects undertaken by BDA, BMC, PHED, OWSSB, and other Agencies and Departments within Bhubaneswar city and future proposed projects in different sectors*
Infrastructure Requirement for all Sectors	For sectors like Health, Education, Energy, Civic amenities (Parks, malls, theaters, clubs, stadiums etc.), Government offices, Business, entities, Urban Infrastructure (STP, Water Supply, Drainage, etc), Transport, etc.
Urban Public Service Requirements	For all services offered by Bhubaneswar Municipal Corporation (BMC), Bhubaneswar Development Authority (BDA), Odisha Water Supply & Sewerage Board (OWSSB), Public Health, Transport, Health and other Govt. departments in the city, Security System, Traffic system, etc
Planning & Management System	<ul style="list-style-type: none"> • GIS-based Planning for all sectors* • Performance Management System (PMS)for all sectors *

Items	Sectors/ Specific activities
Institutional framework for governance of the city	<ul style="list-style-type: none"> • Institutions with Roles and Responsibilities • Smart city Government <ul style="list-style-type: none"> - Smart City Leadership - Smart City Strategy - Performance Measurement - Smart City Development / Management Process - Dedicated Organization - Smart City Principles • Regulatory framework
ICT system for management of services like electricity, water etc. (System integration)	<p>A. System Integration: It should provide the details of:</p> <ul style="list-style-type: none"> - System Architecture - Technical Feasibility of ICT Integration [Multiple Device Platform/ Smart; Urban Spaces; Data Consolidation Plan; Network Infrastructure (Capacity, Traffic); Network Types (Wired/ Wireless/ Sensor Network)] <p>B. The items that need to be included under system integration are as follows:</p> <ul style="list-style-type: none"> • GIS-based resource mapping <ul style="list-style-type: none"> - Land mapping - City Assets mapping - Property mapping • Public services (from BDA, BMC, OWSSB, PHED, OREDA, Health, Revenue Department, GRIDCO / CESU, Other public service agencies) (web-based online services, both wired and mobile

Items	Sectors/ Specific activities
	<p>services): System Integration for:</p> <ul style="list-style-type: none"> - Enterprise wide integration of Services of different agencies - Integration of MIS, Public services (about 50 services. The services may be included, based on study). - Knowledge Management - CRM and Grievance Management (Citizen Feedback Management) - GIS-based service integration including property tax Management - MIS and Dashboard <ul style="list-style-type: none"> • Land Management (including encroachment,) and housing (building plans) • ICT-based City Surveillance system • ICT-based Traffic Management, Vehicle tracking • Toll payment • Sensor-based Traffic lights Management (both Solar and non-solar based lighting) • Transport management including Bus services (GPS based) • Management of Civic Services (like MSW collection, street cleaning, fire services, etc.) • Special Service Management (for women, disabled, senior citizens) • Disaster Response System • Any other important services
List of projects under different sectors that are to be	For all sectors *

Items	Sectors/ Specific activities
implemented	
Budget Requirement (Capital & recurring)	For all the activities and projects identified in DPR.
Identification of qualitative indicators (For benefits from Smart City for all the sectors)	For all sector*
Identification of quantitative indicators (For benefits from Smart City for all the sectors)	For all sector *

***List of Sectors**

- Health
- Education
- Civic amenities (Street light, MSW, etc.)
- Public Utilities (STP, Water Supply, Drainage, etc)
- Energy
- Transport
- Traffic
- Land and Housing
- Environment management
- Security System
- Disaster Management
- Any other sector, if suggested during the study.

Table –III
Timelines for activities in DPR

Items	Timeline
Inventory of Assets	4 Months from Lol
Infrastructure Requirement for all Sectors	4 Months from Lol
Urban Public Service Requirements	4 Months from Lol
Planning & Management System	6 Months from Lol
Institutional framework for governing the city	6 Months from Lol
ICT system for management of services like electricity, water etc.	6 Months from Lol
AS-IS to be study	7 Months from Lol
List of projects under different schemes that are to be implemented	7 Months from Lol
Budget Requirement (Capital & recurring)	8 Months from Lol

Table – IV
Manpower to be place by Bidders during the contract Period

SI.No	Name of the Post	Qualification	Experience	Main Months
1.	Team Leader	Masters in Planning / MBA/B.Tech	20 Years	8 Months
2.	Specialist for Urban Planning	Masters in Planning	10 Years	4 Months
3.	Specialist for Urban Infrastructure (Sewerage treatment plant, Water supply, Drainage, etc)	B.Tech (Civil Engineer)	10 Years	4 Months
4.	Specialist for Energy Management (including renewable energy)	B. Tech	10 Years	4 Months
5.	Specialist for Urban Transport (MRTS, Metro, Road, etc)	MBA/ B. Tech	10 Years	4 Months
6.	Specialist for Urban Public Service (of BMC, BDA)	B.Tech (Civil)/ Masters in Planning	10 Years	4 Months
7.	Specialist for Civic Service (like street light, MSW, Parks, other civic amenities)	MBA/ Masters in Planning	10 Years	4 Months
8.	Specialist for ICT (System Integrator)	B. Tech (Electronic / Computer Science)	20 Years	6 Months
9.	Specialist for E-Governance	MBA/ B. Tech	15 Years	4 Months
10.	Specialist for HR and Quality Management (Public Services)	MBA/ B. Tech	15 Years	6 Months

APPENDIX – I

FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

1. General Details:

SN	Name of the organization / Consortium partners	
1	Permanent address Tel : Fax : Email id :	
2.	Name of the Authorized person for submitting proposal: Mobile No. : Email id : <i>(Attach Authorization letter of Competent Authority)</i>	
3.	Registration details Registered under : Registration Year : Registration no. : <i>(Attach copy of Registration certificate)</i>	
4.	Demand draft Details Amount : DD No. : Issuing Date : Name of the Bank:	
5.	Whether the Agency (Parent Company)functional for the past 5 years: Y/N	
6.	Whether the agency was ever blacklisted: Y/N if yes whether that blacklisting was not cancelled: Y/N (If yes, attach copy of same and the affidavit)	
7.	Brief professional background of the organization	

2. Work Experience

SN	Client	Address	Project details (Preparation of similar work / Urban Development	Value of consulta n cy fee in INR	Work order issued/Mo A signed on (date) (Attach	Status of implement - action

Attach documents, non submission of documents may amount to rejection of bids.

3. Financial Details:

SN	Year	Annual Turnover	Net worth
1.	2010-11		
2.	2011-12		
3.	2012-13		

Notes: Attach audited accounts in support of the above details duly certified by Chartered Accountant of the Company.

The bidder should submit all documents to establish their claim of meeting the eligibility criteria specified in this document.

4. Consultant's Personnel to be modified.

The consultant shall employ and provide such qualified and experienced personnel as are required to carry out the services as per table: III

Note: The CVs along with certificate / testimonials of the team members are to be submitted after signing of the agreement.

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes my qualification, my experience and me.

Date: Day / Month / Year: _____

Signature of Staff Member: _____

Authorized official from the firm: _____

APPENDIX – II

FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL

Item	Fee (in INR)	
	Amount in Words	Amount in Figure
Basic Fee for consultancy services		
Service Tax		
Total		

1. Service Tax would be payable at the applicable rates as may be in force from time to time.
2. Fee offered above shall remain firm and fixed till completion of the contract

APENDIX-III

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

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

a. Technical Approach and Methodology:

In this chapter you should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b. Work Plan:

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

c. Organization and Staffing:

The consultant should **propose and justify** the structure and composition of your team. You should list the main disciplines of the Assignment/job, the key expert responsible, and proposed technical and support staff.
