



Solapur City Development Corporation Limited

REQUEST FOR PROPOSAL

Revision-Nil

Particulars	Details
Client	Solapur City Development Corporation Limited (SCDCL), Solapur, INDIA
Project Name	Implementation of projects under Smart City Mission in Solapur City
Assignment Name	Appointment of Infrastructure Services Consultant to Design, Develop, Manage and Implement all Urban Infrastructure Services Projects under Smart City Mission (SCM) in Solapur City
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Solapur City Development SCDCL Limited, Solapur, Maharashtra, India

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Contents

DISCLAIMER.....	3
INVITATION FOR PROPOSAL.....	7
1. INTRODUCTION.....	8
1.1 Background.....	8
1.2 Request for Proposal.....	9
1.3 Due diligence by Bidders.....	9
1.4 Sale of RFP document.....	9
1.5 Validity of the Proposal.....	9
1.6 Brief description of the Selection Process.....	9
1.7 Currency conversion rate and payment.....	10
1.8 Schedule of Selection Process.....	10
1.9 Pre-Proposal visit to the Site and inspection of data.....	10
1.10 Last date of receiving queries.....	10
1.11 Communications.....	10
2. INSTRUCTIONS TO BIDDERS.....	12
2.1 Scope of Proposal.....	12
2.2 Conditions of Eligibility of Bidders.....	15
2.3 Conflict of Interest.....	16
2.4 Number of Proposals.....	19
2.5 Cost of Proposal.....	19
2.6 Site visit and verification of information.....	19
2.7 Acknowledgement by Bidder.....	19
2.8 Right to reject any or all Proposals.....	20
2.9 Contents of the RFP.....	20
2.10 Clarifications.....	21
2.11 Amendment of RFP.....	22
2.12 Language.....	22
2.13 Format and signing of Proposal.....	22
2.14 Qualification.....	23
2.15 Technical Proposal.....	27

2.16	Financial Proposal	31
2.17	Submission of Proposal.....	31
2.18	Proposal Due Date	33
2.19	Late Proposals.....	33
2.20	Modification/ substitution/ withdrawal of Proposals	33
2.21	Bid Security	33
2.22	Evaluation of Proposals.....	34
2.23	Confidentiality.....	35
2.24	Clarifications	36
2.25	Negotiations	37
2.26	Substitution of Key Personnel.....	37
2.27	Indemnity.....	37
2.28	Award of Consultancy	38
2.29	Execution of Agreement	38
2.30	Commencement of assignment.....	38
2.31	Proprietary data.....	38
3.	CRITERIA FOR EVALUATION.....	39
3.1	Evaluation of Qualification Document	39
3.2	Qualification of Bidders	39
3.3	Evaluation of Technical Proposals.....	39
3.4	Short-listing of Bidders	42
3.5	Evaluation of Financial Proposal	42
3.6	Combined and final evaluation	43
4.	FRAUD AND CORRUPT PRACTICES	44
5.	PRE-PROPOSAL CONFERENCE	46
6.	MISCELLANEOUS	47
	SCHEDULE 1: TERMS OF REFERENCE.....	48
	SCHEDULE 2: AGREEMENT	59
	SCHEDULE 3: GUIDANCE NOTE ON CONFLICT OF INTEREST	60
	APPENDICES	62
	APPENDIX-I	63
	APPENDIX-II	71
	APPENDIX-III	81

DISCLAIMER

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

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

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

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

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

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses

associated with any demonstrations or presentations which may be required by the SCDCL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the SCDCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

GLOSSARY

Agreement	As defined in Schedule-2
Agreement Value	As defined in Clause 6.1.2 of Schedule-2
Applicable Laws	As defined in Schedule-2
Associate	As defined in Clause 2.3.3
Authorized Representative	As defined in Clause 2.13.3
Bidder	As defined in Clause 1.2
Bid Security	As defined in Clause 2.21.1
Agreement	As defined in Clause 1.1.2
Contractor	As defined in Clause 1.1.2
Conditions of Eligibility	As defined in Clause 2.2.1
Conflict of Interest	As defined in Clause 2.3.1
Consultancy	As defined in Clause 1.2
Consultancy Team	As defined in 2.1.3
IC	As defined in Clause 1.2
Contracting Authority	As defined in Clause 1.1.1
SCDCL	As defined in Clause 1.1.1
Corporation	As defined in Clause 1.1.1
CV	Curriculum Vitae
DBFOT	Design, Build, Finance, Operate and Transfer
Documents	As defined in Clause 2.12
Effective Date	As defined in Clause 2.1 of Schedule-2
Eligible Assignments	As defined in Clause 3.3.4
Expatriate Personnel	As defined in Clause 1.1.1(i) of Schedule-2
Financial Proposal	As defined in Clause 2.16.1
Form of Agreement	Form of Agreement as in Schedule-2
INR, Re, Rs.	Indian Rupee(s)
Key Personnel	As defined in Clause 2.1.3
LOA	Letter of Award
Member	As defined in Clause 2.3.3(a)
Official Website	As defined in Clause 1.11.2
Personnel	As defined in Clause 1.1.1(n) of Schedule-2
PPP	Public Private Partnership
Professional Personnel	As defined in Clause 2.15.7
Prohibited Practices	As defined in Clause 4.1.1

Project	As defined in Clause 1.1.1
Project Manager	As defined in Clause 4.6 of Schedule-2
Proposal	As defined in Clause 1.2
Proposal Due Date or PDD	As defined in Clauses 1.5 and 1.8
Prequalification Document	As defined in Clause 2.14.1
RFP	As defined in Disclaimer
Selected Bidder	As defined in Clause 1.6
Selection Process	As defined in Clause 1.6
Services	As defined in Clause 1.1.1(q) of Schedule-2
Statutory Auditor	An Auditor appointed under Applicable Laws
Sub-IC	As defined in Clause 1.1.1(r) of Schedule-2
Support Personnel	As defined in Clause 2.15.7
Team Leader	As defined in Clause 2.1.3
Technical Proposal	As defined in Clause 2.15.1
Qualification Proposal	As defined in Clause 2.14
TOR	As defined in Clause 1.1.4
US\$	United States Dollar

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

INVITATION FOR PROPOSAL

1. INTRODUCTION

1.1 Background

1.1.1 The Solapur City Development Corporation Limited (SCDCL), a Company incorporated under the Companies Act 2013, (“**SCDCL**” or “**Authority**”) has been formed for implementation of Smart City projects under the Smart City Mission (the “**Mission**”). Wherein the Solapur Municipal Corporation (the “**Corporation**” or “**SMC**”) and the Government of Maharashtra are equal equity stakeholders. The Corporation while preparing the Smart City Proposal (the “**SCP**”) for Solapur under the Mission has envisaged implementation of Essential Features (the “**Essential Features**”) such as Adequate water supply including waste water recycling and storm water reuse, sanitation including solid waste management, rain water harvesting, smart metering, intelligent traffic management etc. The Corporation while preparation of the SCP, as per the Mission guidelines, had selected an area, admeasuring 1040 acres, to be developed as a model area under the Area Based Development (the “**ABD Area**”) which comprises the core area of the Solapur City. As a Pan City Solution under the Mission, the Authority (for the Corporation) is implementing a framework wherein process of assessment of Service Level Benchmark (the “**SLB**”), for urban services as prescribed by the Ministry of Urban Development (the “**MoUD**”), is institutionalized and real time assessment of SLBs is possible (the “**Pan City Solution**”). The Authority in consultation with the Corporation now intends to appoint an Infrastructure Services Consultant (the “**Consultant**”) who shall prepare detailed designs, develop, and manage the construction of all Urban Infrastructure Services projects under the SCP.

1.1.2 In this regard the Corporation has already prepared the detailed project report for the water supply and sewerage network for the entire Solapur City. The Consultant is required to study in detail the existing detailed project reports available with the Corporation.

1.1.3 The current scope of the project is to Design, Develop, Manage and Implement Urban Infrastructure Projects as proposed in the SCP under the Mission in Solapur City. The SCDCL has already appointed a Principal Consultant to support the SCDCL and the Corporation in implementation of the Smart City Projects. The Consultant shall be required to, in consultation with the technical team of the Corporation, Principal Consultant and the technical team of the SCDCL, at its own cost, responsibility and risk, shall carry out the tasks rights as granted to the Consultant by the SCDCL as per the TOR.

(a)

1.1.4 An Infrastructure Services Consultant is to be appointed as per the provisions of the Agreements for the Project. In pursuance of the above, the SCDCL has decided to carry out the process for selection of an Infrastructure Services Consultant who shall work in accordance with the Terms of Reference specified as Schedule-1 (the “**TOR**”).

1.2 Request for Proposal

The SCDCL invites Proposals (the "**Proposals**") for selection of an Infrastructure Services Consultant (the "**IC**" or the "**Bidder**") who shall be responsible for independent monitoring of the progress of the Project during the term of the Agreement in conformity with the TOR (collectively the "**Consultancy**").

The SCDCL intends to select the IC through an open competitive bidding in accordance with the procedure set out herein.

1.3 Due diligence by Bidders

Bidders are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Corporation and the Project site, sending written queries to the SCDCL.

1.4 Sale of RFP document

RFP document can be obtained between 11:00 hrs. and 16:00 hrs. on all working days on payment of a fee of Rs. 10,000 Only (Rupees ten thousand only) in the form of a demand draft drawn on any Scheduled Bank in India in favor of **Solapur City Development Corporation Limited** and payable at **Solapur**. The document can also be downloaded from the Official website www.mahatenders.gov.in. In case of a downloaded form, the Bidder shall pay the Tender Fee online on the above mentioned e-tendering website and copy of the payment proof shall be submitted along with the Proposal.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 (one hundred and eighty) days from the Proposal Due Date (the "**PDD**").

1.6 Brief description of the Selection Process

The SCDCL has adopted a single stage selection process (collectively the "**Selection Process**") in evaluating the Proposals comprising qualification, technical and financial bids to be submitted in three separate sealed envelopes. In the first stage, the Bidders shall be evaluated for their compliance with the qualification requirements as specified in Clause 3.1. Based on the evaluation of prequalification, qualified Bidders shall be short-listed for further evaluation. In the second stage, a technical evaluation will be carried out as specified in Clause 3.3. In the third stage, a financial evaluation will be carried out as specified in Clause 3.5. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.6. The first ranked Applicant shall be selected for negotiation (the "**Selected Bidder**") while the second ranked Bidder will be kept in reserve.

1.7 Currency conversion rate and payment

- 1.7.1 For the purposes of technical evaluation of Bidders, Rs. 67 per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 67 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
- 1.7.2 All payments to the IC shall be made in INR in accordance with the provisions of this RFP. The IC may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the IC.

1.8 Schedule of Selection Process

The SCDCL would endeavor to adhere to the following schedule:

Event Description	Date
1. Last date for receiving queries/clarifications	10/01/2017
2. SCDCL response to queries	15/01/2017 (The responses will be published on the e-tendering website)
3. Proposal Due Date or PDD	21/01/2017 (15:00 hours)
4. Opening of Proposals	On Proposal Due Date
5. Letter of Award (LOA)	Within 30 days of PDD
6. Signing of Agreement	Within 15 days of LOA

1.9 Pre-Proposal visit to the Site and inspection of data

[deleted]

1.10 Last date of receiving queries

The Bidders may address their queries to the nodal officer specified below on or before 10/01/2017.

Chief Executive Officer,

Solapur City Development Corporation Limited

Email: solapurcitydcl@gmail.com

1.11 Communications

- 1.11.1 All communications including the submission of Proposal should be addressed to:

Chief Executive Officer,

Solapur City Development Corporation Limited,

solapurcitydcl@gmail.com

- 1.11.2 The **Official Website** of the SCDCL is www.solapurcorporation.org
- 1.11.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**“RFP for Appointment of Infrastructure Services Consultant for Design, Develop,
Manage and Implement Urban Infrastructure Services Projects under Smart City
Mission (SCM) in Solapur City”**

2. INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Bidders are advised that the selection of IC shall be on the basis of an evaluation by the SCDCL through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the SCDCL's decisions are without any right of appeal whatsoever.

2.1.2 The Bidder shall submit its Proposal in the form and manner specified in this Part- 2 of the RFP. The Qualification and Technical Proposals shall be submitted in the form at Appendix-II and the Financial Proposal shall be submitted in the form at Appendix-III. Upon selection, the Bidder shall be required to enter into an agreement with the SCDCL which shall be made available along with the RFP.

2.1.3 Key Personnel

The Consultancy Team (the "**Consultancy Team**") shall consist of the following key personnel (the "**Key Personnel**") who shall discharge their respective responsibilities as specified below:

No.	Key Personnel	Indicative Responsibility
a.	Team Leader	<ul style="list-style-type: none"> I. Lead the entire team and provide expert inputs. II. Draw upon previous expertise in Water Supply Management, SCADA Implementation for water supply, modeling of Sewer network and waste water systems, Transportation Engineering and ICT and implementation of such projects on ground. III. Prepare the project implementation plan after considering the ground realities and sequencing of activities to be implemented and integration with other stakeholders such as MSEDCL, BSNL, SMC etc. IV. Present in all the meetings related to the project on site. V. Prepare project packages for selection of independent contractor for construction works. VI. Review and provide expert inputs on the contractual documents for selection of Contractors. VII. Review the DPRs, drawings, completion schedules and O&M plan to be submitted by the Contractor.

No.	Key Personnel	Indicative Responsibility
		<p>VIII. Review with support of the Civil Engineer the Construction works for the projects.</p> <p>IX. Review running bills of contractors, do periodic tests and site visits, ensure that the contractor meets all the requirements as per the construction agreement.</p> <p>X. Prepare the project cash flow statements with projections and provide the funds requirement to the Authority well in advance.</p> <p>XI. Ensure coordination among all the stakeholders of the project.</p>
b.	Water Supply Expert	<p>I. Prepare the existing situation of water supply systems in the city.</p> <p>II. Undertake consultation with the Public Health Engineering staff of Corporation and the experts from the team of Principal Consultant.</p> <p>III. Prepare a long term and short term water supply system improvement plan (WSSIP) after review of the existing documentation, proposed components under the SCP and due consultations. The WSSIP shall entail stage wise implementation of strategies for reduction in Non-Revenue Water and plug the leakages in the system.</p> <p>IV. Suggest components to be implemented for smart water management including but not limited to Smart Water meters, SCADA systems, etc.</p> <p>V. Review the inputs provided by the Hydraulic Modeling expert and undertake the corrective measures in detailed designs of the water supply system.</p> <p>VI. Review the DPRs, drawings, completion schedules and O&M plan to be submitted by the Contractor.</p>
c.	Waste Water Expert / Sewerage Expert	<p>I. Prepare existing situation of sewerage system in the city</p> <p>II. Prepare detailed system improvement plan for the ABD are and the action plan for stopping the sewage water going to Siddheshwar Lake.</p> <p>III. Undertake detailed review of existing studies, detailed project reports related to sewerage sector and support</p>

No.	Key Personnel	Indicative Responsibility
		<p>the team in preparation of the DPR for ABD area.</p> <p>IV. Suggest components to be implemented for smart sewer management such as SCADA systems, flow sensors and flow measurement units etc.</p> <p>V. Suggest the project implementation methodology in close coordination with other consultants, contractors Authority and Corporation.</p> <p>VI. Review the DPRs, drawings, completion schedules and O&M plan to be submitted by the Contractor.</p>
d.	Water and Waste Water Modeling Expert	<p>I. Prepare the hydraulic models for the waste water and the water supply systems.</p> <p>II. Provide feedback to design team based on the output of the hydraulic modeling and ensure compliance of the modeling output.</p> <p>III. Prepare the hydraulic model specifically for the ABD Area and accordingly provide the input to the design team for preparation of the DPR.</p>
e.	Traffic and Transportation Expert	<p>I. Assessment of the existing situation of the traffic management and public transportation management in the city.</p> <p>II. Institutional assessment of the SMT and prepare institutional improvement plan.</p> <p>III. Assess the existing infrastructure available with the SMT and prepare the ICT implementation plan.</p> <p>IV. Prepare the detailed specifications of the ICT project components and tender documents for appointment of the ICT System Integrator</p> <p>V. Support the team in managing the bidding process for the system integrator.</p> <p>VI. Review the DPRs, drawings, completion schedules and O&M plan to be submitted by system integrator.</p>
f.	Contract / Legal Expert	<p>I. Review the contractual documents prepared by the team for appointment of contractors</p> <p>II. Suggest improvement in contractual documents from the perspective of safeguarding the Authority's</p>

No.	Key Personnel	Indicative Responsibility
		interests. III. Provide expert input on any legal complications or claims raised by the contractors from time to time
g.	Environment / Ecology Expert	I. Assess the existing condition of water in the water bodies in the ABD area and suggest the surveys / studies for any further investigation. II. Suggest measures to the design team in improving the water quality in the water bodies and natural streams. III. Undertake periodic visits to the site and ensure timely implementation of the project components.
h.	Construction Project Management Expert	I. Review the landfill construction, processing facility and other civil works for the project. II. Support the Team Leader as required
Resident Team		
1	Resident Project Manager	I. Be the one point local contact for the project execution during the entire project duration II. Review of the BOQ and ascertain the capital and O&M costs suggested by the contractor. III. Support the Team Leader as required.
2	Resident Engineer	I. Be the one point local contact for the project execution during the entire project duration II. Review of the BOQ and ascertain the capital and O&M costs suggested by the contractor. III. Support the Team Leader as required.

2.2 Conditions of Eligibility of Bidders

2.2.1 Bidders must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following:

- A. The Bidder shall be a company incorporated in India under the (Indian) Companies Act 1956 or a company incorporated under equivalent law abroad. The Bidder shall be required to submit a true copy of its In SCDCL Certificate along with its Proposal.

- B. **Financial Capacity:** The Bidder shall have to meet the stipulated requirements under Clause 2.14.3 of this RFP document.
 - C. **Technical Capacity:** The Bidder shall have to meet the stipulated requirements under Clause 2.14.4 of this RFP document.
- 2.2.3 The Bidder shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from professional fees during each of the past five financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Bidder does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that audits the annual accounts of the Bidder.
- 2.2.4 The Bidder should submit a Power of Attorney as per the format at Form-4 of Appendix-I.
- 2.2.5 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- 2.2.6 A Bidder or its Associate should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.
- 2.2.7 While submitting a Proposal, the Bidder should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Bidders may format the specified forms making due provision for incorporation of the requested information.
- 2.2.8 In addition, the Bidders shall provide work orders of relevant assignments undertaken along with completion certificate or experience certificate (for ongoing assignments) clearly outlining the scope of the project, activities undertaken, the timelines of the project and the value of the assignment (in Rs. Crore).
- 2.2.9 The bidders shall also provide previous 5 (five) years audited financial statements including profit and loss, balance sheet and cash flow statements.

2.3 Conflict of Interest

- 2.3.1 A Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the SCDCL shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the SCDCL for, *inter alia*, the time, cost and effort of the SCDCL including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the SCDCL hereunder or otherwise.

- 2.3.2 The SCDCL requires that the IC provides professional, objective, and impartial advice and at all times hold the SCDCL's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The IC shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the SCDCL.
- 2.3.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- a) the Bidder, or Associate (or any constituent thereof) and any other Bidder, or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 2.3.3(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause (a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (b) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; and / or
 - b) a constituent of such Bidder is also a constituent of another Bidder; and / or
 - c) such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; and / or
 - d) such Bidder has the same legal representative for purposes of this Proposal as any other Bidder; and / or
 - e) such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Proposal of either or each of the other Bidder; and / or

- f) There is a conflict among this and other consulting assignments of the Bidder (including its personnel and Sub-IC) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the IC will depend on the circumstances of each case. While providing consultancy services to the SCDCL for this particular assignment, the IC shall not take up any assignment that by its nature will result in conflict with the present assignment; and / or
- g) a firm which has been engaged by the SCDCL to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; and / or
- h) the Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of a Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the "**Associate**"). As used in this definition, the expression "control" means, with respect to a person which is a company or Corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or Corporation, the power to direct the management and policies of such person by operation of law or by contract.

- 2.3.4 A Bidder eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the SCDCL in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the SCDCL in accordance with the rules of the SCDCL. For the avoidance of doubt, an

entity affiliated with the IC shall include a partner in the IC's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the IC, as the case may be, and any Associate thereof.

2.4 Number of Proposals

No Bidder or its Associate shall submit more than one Proposal for the Consultancy. A Bidder applying individually or as an Associate shall not be entitled to submit another proposal either individually or as an associate for another firm, as the case may be.

2.5 Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the SCDCL, Project site etc. The SCDCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

Bidders are encouraged to submit their respective Proposals after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, access to the site, Applicable Laws and regulations or any other matter considered relevant by them. Visits shall be organized for the benefit of prospective Bidders on dates, time and venue as specified in Clause 1.9.

2.7 Acknowledgement by Bidder

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

- a) made a complete and careful examination of the RFP;
- b) received all relevant information requested from the SCDCL;
- c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the SCDCL or relating to any of the matters referred to in Clause 2.6 above;
- d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Proposal and performance of all of its obligations there under;
- e) acknowledged that it does not have a Conflict of Interest; and
- f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The SCDCL shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the SCDCL.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the SCDCL reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the SCDCL reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or discovered, or
- b) The Bidder does not provide, within the time specified by the SCDCL, the supplemental information sought by the SCDCL for evaluation of the Proposal.

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and Bidder quoting the lowest bid gets disqualified / rejected, then the SCDCL reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of the SCDCL, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

2.9.1 This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.11:

Request for Proposal

1. Introduction
2. Instructions to Bidders
3. Criteria for Evaluation
4. Fraud and corrupt practices
5. Pre-Proposal Conference
6. Miscellaneous

Schedules

1. Terms of Reference

2. Form of Agreement

Annex-1: Terms of Reference

Annex-2: Deployment of Personnel

Annex-3: Estimate of Personnel Costs

Annex-4: Approved Sub-IC(s)

Annex-5: Cost of Services

Annex-6: Payment Schedule

Annex-7: Bank Guarantee for Performance Security

3. Guidance Note on Conflict of Interest

Appendices

Appendix-I: Pre-Qualification Proposal

Form 1: Letter of Proposal

Form 2: Particulars of the Bidder

Form 3: Statement of Legal Capacity

Form 4: Power of Attorney

Appendix-II: Qualification Proposal

Form 1: Financial Capacity of Bidder

Form 2: Particulars of Key Personnel

Form 3: Auditor's certification on revenues

Form 4: Abstract of Eligible Assignments of Bidder

Form 5: Abstract of Eligible Assignments of Key Personnel

Form 6: Eligible Assignments of Bidder

Form 7: Eligible Assignments of Key Personnel

Form 8: CV of Key Personnel

Form 9: Proposed methodology and work plan

Appendix-III: Financial Proposal

Form 1: Covering Letter

Form 2: Financial Proposal

2.10 Clarifications

2.10.1 Bidders requiring any clarification on the RFP may send their queries to the SCDCL in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

"Queries/Request for Additional Information concerning RFP for Appointment of Infrastructure Services Consultant to Design, Develop, Manage and Implement all Urban Infrastructure Services Projects under Smart City Mission (SCM) in Solapur City "

The SCDCL shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The responses will be

sent by fax or e-mail. The SCDCL will post the reply to all such queries on the Official Website without identifying the source of queries.

- 2.10.2 The SCDCL reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the SCDCL to respond to any question or to provide any clarification.

2.11 Amendment of RFP

- 2.11.1 At any time prior to the deadline for submission of Proposal, the SCDCL may, for any reason, whether at its own initiative or in response to clarifications requested by an Bidder, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website.

- 2.11.2 All such amendments will be notified on the Official Website along with the revised RFP containing the amendments and will be binding on all Bidders.

- 2.11.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the SCDCL may, in its sole discretion, extend the Proposal Due Date.

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

- 2.13.1 The Bidder shall provide all the information sought under this RFP. The SCDCL would evaluate only those Proposals that are received in the specified forms and complete in all respects.

- 2.13.2 The Bidder shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 2 (two) copies of the Proposal, along with Documents, marked "COPY". In the event of any discrepancy between the original and its copies, the original shall prevail.

- 2.13.3 The Proposal and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall initial each page. In case of printed and published Documents, only the cover shall be initialled. All the alterations, omissions,

additions, or any other amendments made to the Proposal shall be initialled by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "**Authorized Representative**") as detailed below:

- a) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a Corporation; or

A copy of the Power of Attorney certified under the hands of a director of the Bidder and notarized by a notary public in the form specified in Appendix-I (Form- 4) shall accompany the Proposal.

- 2.13.4 Bidders should note the Proposal Due Date, as specified in Clause 1.8, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the SCDCL, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in Clause 2.18.1. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the SCDCL reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.24.

2.14 Qualification

- 2.14.1 Bidders shall submit their submissions in response to the Conditions of Eligibility detailed out at Clause 2.2 of this RFP document. The submissions shall be as per the formats at Appendix-I (the "**Qualification Proposal**").

- 2.14.2 While submitting the Qualification Proposal, the Bidder shall, in particular, ensure that:

- a) Letter of Proposal;
- b) The Bid Security and Tender fee is provided;
- c) All forms relating to Qualification Document are submitted in the prescribed formats and signed by the prescribed signatories;
- d) Power of Attorney, if applicable, is executed as per Applicable Laws;
- e) A copy of the Incorporation Certificate duly attested by the Authorized Signatory is enclosed;
- f) The Proposal is responsive in terms of Clause 2.22.3.

- 2.14.3 **Financial Capacity:** The Bidder shall have received a minimum income of Rs. 10 (Crore) lakh per annum from professional fees during each of the 5 (five) financial years preceding the PDD. The financial capacity details shall be provided as per the format prescribed at Form 1 of Appendix II of this RFP document. The Bidder shall provide documentary evidence as per Form 3 of Appendix II of the RFP document. Those Bidders that do not meet the Financial Capacity shall not be considered for further evaluation. The Bid Security of the unsuccessful Bidders shall be returned along with the unopened Technical and Financial Proposals.

2.14.4 **Technical Capacity:** Technical Capacity shall be evaluated of only those Bidders who meet the Financial Capacity specified at Clause 2.14.3 above. In Technical Capacity, the Bidder shall over the past 5 (five) years preceding the PDD, demonstrate the following:

Sr. No.	Description	Number of assignments	Marks per assignment
Water Supply and Waste water treatment projects			
1.	Design and preparation of tender documents for construction works of sewerage rehabilitation within an international City urban area of project construction value in excess of 400 crore within the last 10 years.	To be specified by the Bidder.	10
2.	Detailed design and preparation of tender documents for construction works for an international project which provides water distribution to City areas of project construction value in excess of 400 crore.	To be specified by the Bidder.	10
3	Planning, multi-disciplinary design and Project Management Consultancy of entire sewage systems including interceptor systems for a City in at least two projects with project construction value in excess of 400 crore	To be specified by the Bidder.	5
4	Data collection, building and verification of hydraulic models for City level water/wastewater systems serving urban catchment areas utilizing information works.	To be specified by the Bidder.	5
5	Construction supervision and completion of at least one Water Supply network (including rehabilitation) within a City urban area of project construction value in excess of 400 crore.	To be specified by the Bidder.	5
6	Construction supervision and completion of at least one Sewerage network (including rehabilitation) within a City urban area of project construction value in excess of 400 crore.	To be specified by the Bidder.	5
7	Preparation of a non-revenue water reduction plan and its implementation for a City for at least one international project in last five years.	To be specified by the Bidder.	5

Urban Infrastructure			
1	Design and preparation of scheme for Rejuvenation of lake	To be specified by the Bidder.	5
2	Construction supervision and completion of at least one Lake Rejuvenation project within a City urban area of project construction value in Five crore.	To be specified by the Bidder.	5
Transport Infrastructure			
1	Design and implementation of Road Junction improvement including ITS system and CCTV camera	To be specified by the Bidder.	5
2	Construction supervision and completion of at least one Junction design project within a City urban area of project construction value in excess of 20 crore.	To be specified by the Bidder.	5
3	Design and implementation of Bus depot, central data and analytics center and commercial complex	To be specified by the Bidder.	5
4	Construction supervision and completion of at least one Bus depot, central data and analytics center and commercial complex within a City urban area of project construction value in excess of 20 crore.	To be specified by the Bidder.	5
5	Design and Implementation of SCADA System for Services Integration	To be specified by the Bidder.	5
6	Construction supervision and completion of at least one SCADA System for Services Integration within a City urban area of project construction value in excess of 70 crore.	To be specified by the Bidder.	5
7	Design and implementation of Metering of water supply connections, Providing Censors, Bulk Meters and Electromechanical Units, Smart Meters with AMR and Service level data and analytics center	To be specified by the Bidder.	5

8	Construction supervision and completion of at least one SCADA System for Services Integration within a City urban area of project construction value in excess of 200 crore.	To be specified by the Bidder.	5
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The first 3 (three) columns of the above table shall be provided on the letter head of the Bidder duly signed by the Authorized Signatory. The details of each of the assignment shown above shall be provided as per the format prescribed at Form 6 of Appendix II of this RFP document. The Bidder shall provide documentary evidence in terms of certificate from concerned Government Authority certifying the details provided in Form 6 of Appendix II of the RFP document.

- 2.14.5 On evaluation of the Technical Capacity, the Bidders shall be ranked in descending order of the score obtained. In case of a tie, the Bidder having higher number of assignments in category 1 in the above table shall be given a higher rank. If tie still persists, then the Bidder having the highest income from professional fees in the latest financial year preceding the PDD shall be accorded a higher rank. The Bid Security of the unsuccessful Bidders shall be returned along with the unopened Technical and Financial Proposals.
- 2.14.6 Failure to comply with the requirements spelt out in this Clause 2.14 shall make the Proposal liable to be rejected.
- 2.14.7 The Qualification Document shall not include any financial information relating to the Financial Proposal.
- 2.14.8 The SCDCL reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the SCDCL to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the SCDCL there under.
- 2.14.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the IC either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the SCDCL without the SCDCL being liable in any manner whatsoever to the Bidder or IC, as the case may be.
- 2.14.10 In such an event, the SCDCL shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the SCDCL for, inter alia, time, cost and effort of the SCDCL, without prejudice to any other right or remedy that may be available to the SCDCL.

2.15 Technical Proposal

2.15.1 Bidders shall submit the Technical Proposal in the formats at Appendix-I (the "**Technical Proposal**").

2.15.2 To be eligible for evaluation of its Technical Proposal, the Bidder shall fulfil the following requirements:

A. **Availability of Key Personnel:** The Bidder shall offer and make available all Key Personnel meeting the requirements specified in sub-clause (B) below.

B. **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

Sr. No.	Key Personnel	Educational Qualification	Length of Professional Experience
1	Project Manager	Degree in Public Health / Environmental Engineering Graduate degree in Civil Engineering	<ul style="list-style-type: none"> Minimum 25 years of experience, with at least 15 years of experience as senior leader in Water/ Sewerage/ Storm/ Urban Water Bodies Infrastructure in Planning, Design, Execution, Project Management, Client Coordination, and overall Planning, Successfully executed internationally at least one project in Water Supply System/Sewerage System <p>Experience in preparation of tender documents for various delivery model.</p>
2	Senior Wastewater Engineer	Degree In Civil /Environmental / public health engineering	<ul style="list-style-type: none"> Minimum 12 years of experience, with at least 8 years of experience at a senior level in use of modern hydraulic modelling packages in waste water. <p>Experience and exposure at senior level in development, analysis and simulation of computer based hydraulic dynamic models and interpretation of results on sewerage and storm water projects of similar scope and complexity.</p>
3	Senior Water /waste water modeler	Degree in Mechanical/Civil/ Electrical/ chemical Engineering	<ul style="list-style-type: none"> Minimum 12 years of experience, with at least 8 years of experience at a senior level in use of modern hydraulic modelling packages in waste water. Experience and exposure at senior level in development, analysis and simulation of computer based hydraulic dynamic models and interpretation of results on sewerage and storm water projects of similar scope and complexity. <p>Experience in using hydraulic modeling tool i.e. Infoworks ICM.</p>

4	Contract Expert	Graduate Qualification in any engineering discipline or Graduation in Law	<ul style="list-style-type: none"> Should have 10 years of experience in development of bid documents based on FIDIC standard bidding document for DB/EPC/O&M. Contract management experience during project execution stage. <p>Should have experience in preparation of bid document, evaluation of contract and execution of contract of value not less than 100 crores.</p>
5	RE E&M	Degree in Electrical / Mechanical Engineering	Minimum 10 years of experience in installation and commissioning of electrical, mechanical and instrumentation works
6	RE Civil	Degree in Civil Engineering	Minimum 10 years of experience in construction supervision, project management and contract for various infrastructure works
7	Senior Transportation Engineer	Degree In Civil /Environmental / public health engineering	<ul style="list-style-type: none"> Minimum 12 years of experience, with at least 8 years of experience at a senior level in Transport engineering, road and Junction modelling. <p>Experience and exposure at senior level in development, analysis and simulation of computer based models and interpretation of results on transport infrastructure projects of similar scope and complexity.</p>
8	Senior Urban design expert modeler	Degree in Urban / Architecture / Civil Engineering	<ul style="list-style-type: none"> Minimum 12 years of experience, with at least 8 years of experience at a senior level in use of Urban design. Experience and exposure at senior level in development, analysis and simulation of computer based Urban development models and its implementation
9	Senior Electronic/IT Engineer	Degree In Electronics/IT/ Instrumentation engineering	<ul style="list-style-type: none"> Minimum 12 years of experience, with at least 8 years of experience at a senior level in SCADA, Water metering . <p>Experience and exposure at senior level in development, analysis and simulation of computer based models and interpretation of results on SCADA projects of similar scope and complexity.</p>
10	Solid Waste Management Expert (Team Leader)	a) Graduate or Post Graduate degree in Environment Sciences / Environmental Planning with minimum 10 (ten) years' experience	<p>10 years</p> <p>Should have experience as Team Leader on at least 1 (one) Eligible Assignment.</p>

		as on PDD.	
11	Environmental Engineer	a) Graduate or Post Graduate degree in Environment Sciences / Environmental Planning with minimum 7 (seven) years' experience as on PDD.	7 years Should have experience as Environmental Engineer on at least 2 (two) Eligible Assignments.
12	Quantity Surveyor	a) Diploma in Surveying or Graduate / Diploma in Civil Engineering with minimum 7 (seven) years' experience as on PDD.	7 years Should have experience as Quantity Surveyor on at least 2 (two) Eligible Assignments.
13	Civil Engineer	a) BE/ B. Tech (Civil Engineering) with minimum 7 (seven) years of experience as on PDD.	7 years Should have experience as Civil Engineer on at least 2 (two) Eligible Assignments.
14	Financial Analyst	a) Post Graduate in Commerce / Chartered Accountant or equivalent with minimum 7 (seven) years of experience as on PDD.	7 years Should have experience as Financial Analyst on at least 2 (two) Eligible Assignments.
15	Additional personnel	The Bidder may propose additional staff names for the purpose of the assignment; however the same will not be considered while determining technical qualification criteria	-

2.15.3 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- a) All forms are submitted in the prescribed formats and signed by the authorized signatories;

- b) CVs of all Key Personnel have been included;
 - c) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.15.2 of the RFP document;
 - d) No alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
 - e) The CVs have been recently signed and dated by the respective Personnel and countersigned by the Authorized Signatory of the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
 - f) The CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
 - g) Professional Personnel proposed have good working knowledge of English language;
 - h) Key Personnel would be available for the period indicated in the TOR; and
 - i) No Key Personnel should have attained the age of 70 (seventy) years at the time of submitting the proposal.
- 2.15.4 Failure to comply with the requirements spelt out in this Clause 2.15 shall make the Proposal liable to be rejected.
- 2.15.5 If an individual Key Personnel makes a false statement regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Agreement, he shall be liable to be debarred for any future assignment of the SCDCL for a period of 5 (five) years. The award of this Consultancy to the Bidder may also be liable to cancellation in such an event.
- 2.15.6 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.15.7 The proposed team shall be composed of experts and specialists (the "**Professional Personnel**") in their respective areas of expertise and managerial/support staff (the "**Support Personnel**") such that the IC should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.3 shall be included in the proposed team of Professional Personnel. Other competent and experienced Professional Personnel in the relevant areas of expertise must be added as required for successful completion of this Consultancy. The CV of each such Professional Personnel, if any, should also be submitted in the format at Form-8 of Appendix-II.
- 2.15.8 The SCDCL reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Any such verification or the lack of such verification by the SCDCL to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the SCDCL there under.
- 2.15.9 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the IC either by issue of the LOA or

entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the SCDCL without the SCDCL being liable in any manner whatsoever to the Bidder or IC, as the case may be.

In such an event, the SCDCL shall forfeit and appropriate the Bid Security as mutually agreed pre-estimated compensation and damages payable to the SCDCL for, *inter alia*, time, cost and effort of the SCDCL, without prejudice to any other right or remedy that may be available to the SCDCL.

2.16 Financial Proposal

2.16.1 Bidders shall submit the financial proposal in the formats at Appendix-III (the "**Financial Proposal**") clearly indicating the total cost of the Consultancy (Form-2 of Appendix-III) in both figures and words, in Indian Rupees, and signed by the Bidder's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.16.2 While submitting the Financial Proposal, the Bidder shall ensure the following:

- i. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), accommodation, air fare, equipment, printing of documents, surveys, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- iii. Costs (including break down of costs) shall be expressed in INR.

2.17 Submission of Proposal

2.17.1 The Bidders shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialled by the Authorized Representative of the Bidder as per the terms of the RFP document. In case the Proposal is submitted on the document down loaded from Official Website, the Bidder shall be responsible for its accuracy and correctness as per the version uploaded by the SCDCL and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP document and the original RFP issued by the SCDCL, the latter shall prevail.

- 2.17.2 The Proposal will be sealed in an outer envelope, which will bear the address of the SCDCCL, RFP Notice number, Consultancy name as indicated at Clauses 1.11.1 and 1.11.3 and the name and address of the Bidder. It shall bear on top, the following:
"Do not open, except in presence of the Authorized Person of the SCDCCL"
If the envelope is not sealed and marked as instructed above, the SCDCCL assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Bidder.
- 2.17.3 The aforesaid outer envelope will contain three separate sealed envelopes, one clearly marked '**Qualification Proposal**', second clearly marked '**Technical Proposal**' and the third clearly marked '**Financial Proposal**'. The envelope marked "Prequalification Document" shall contain:
- 2.17.4 Submissions as per Clause 2.14.2; and
- 2.17.5 Bid security as specified in Clause 2.21.1
- 2.17.6 The envelope marked "Qualification Proposal" shall contain:
- i. Proposal in the prescribed format (Form-1 of Appendix-I) along with all the forms (Forms 2 to 4) of Appendix-I and supporting documents.
 - ii. Financial Capacity as per prescribed format (Form-2 of Appendix-II) along with supporting documents as per prescribed format (Form-3 of Appendix-II)
 - iii. Technical Capacity on the letter head of the Bidder comprising of the information required under Clause 2.14.4 and individual assignment details as per prescribed format (Form-6 of Appendix-II) along with supporting documents.
- 2.17.7 The envelope marked "Technical Proposal" shall contain:
- i. All the forms of Appendix-II and supporting documents except Forms 2 & 3.
- 2.17.8 The envelope marked "Financial Proposal" shall contain the financial proposal in the prescribed format (Forms 1 & 2 of Appendix-III).
- 2.17.9 The Qualification Document, Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Bidder. All pages of the original Qualification Document, Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons signing the Proposal.
- 2.17.10 The completed Proposal must be delivered on or before the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.
- 2.17.11 The Proposal shall be made in the Forms specified in this RFP document. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be entertained.
- 2.17.12 The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Final Report by the SCDCCL and discharge of all obligations of the IC under the Agreement.

2.18 Proposal Due Date

2.18.1 Proposal should be submitted at or before 1500 hrs. on the Proposal Due Date specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP document. A receipt thereof should be obtained from the person specified therein.

2.18.2 The SCDCL may, in its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.11 uniformly for all Bidders.

2.19 Late Proposals

Proposals received by the SCDCL after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.20 Modification/ substitution/ withdrawal of Proposals

2.20.1 The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by the SCDCL prior to Proposal Due Date. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the Proposal Due Date.

2.20.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.17, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.20.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the SCDCL, shall be disregarded.

2.21 Bid Security

2.21.1 The Bidder shall furnish as part of its Proposal, a bid security of Rs. 10,00,000/- (Rupees ten lakh only) in the form of a Demand Draft / Bank Guarantee issued by one of the Nationalized/ Scheduled Banks in India in favour of the Solapur City Development Corporation Limited, payable at Solapur (the "**Bid Security**"), returnable not later than 30 (thirty) days from PDD except in case of the two Bidders quoting the lowest fees as required in Clause 2.25.1. In the event that the first ranked Bidder commences the assignment as required in Clause 2.30; the second rank Bidder, who has been kept in reserve, shall be returned its Bid Security forthwith, but in no case not later than 120 (one hundred and twenty) days from PDD. The Selected Bidder's Bid Security shall be returned, upon the Bidder submitting the Performance Security at the time signing the Agreement in accordance with the provisions thereof.

2.21.2 Any Bid not accompanied by the Bid Security shall be rejected by the SCDCL as non-responsive.

2.21.3 The SCDCL shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

- 2.21.4 The Bidder, by submitting its Proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the SCDCL 's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the SCDCL as the mutually agreed pre-estimated compensation and damage payable to the SCDCL for, *inter alia*, the time, cost and effort of the SCDCL in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
- a) If a Bidder submits a non-responsive Proposal;
 - b) If a Bidder engages in any of the Prohibited Practices specified in Section 4 of this RFP document;
 - c) If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP document and as extended by the Bidder from time to time;
 - d) In the case of the Selected Bidder, if the Bidder fails to reconfirm its commitments during negotiations as required vide Clause 2.25.1;
 - e) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in Clauses 2.29 and 2.30 respectively; or
 - f) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.3.

D. EVALUATION PROCESS

2.22 Evaluation of Proposals

- 2.22.1 The SCDCL shall open the Proposals at 15:30 hours on the Proposal Due Date, at the place specified in Clause 1.11.1 and in the presence of the Bidders who choose to attend. The envelopes marked "Qualification Proposal" shall be opened first. The envelopes marked "Technical Proposal" and "Financial Proposal" shall be kept sealed for opening at a later date.
- 2.22.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.20 shall not be opened.
- 2.22.3 Prior to evaluation of Proposals, the SCDCL will determine whether each Proposal is responsive to the requirements of the RFP. The SCDCL may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:
- a) the Qualification Proposal is received in the form specified at Appendix-I and the requirements stipulated at Clause 2.14 and Clause 2.17.6;
 - b) it is accompanied by the receipt of purchase of the RFP document from the SCDCL or in the event of download of the RFP document from Official Website is accompanied by a demand draft of Rs. 10,000 (Rupees ten thousand Only) in favor of "Solapur City

Development Corporation Limited” payable at Solapur towards the cost of the RFP document;

- c) it is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.18;
- d) It is accompanied by the Bid Security as specified in Clause 2.21.1.
- e) it is signed, sealed, bound together in hard cover and marked as stipulated in Clauses 2.13 and 2.17;
- f) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
- g) it contains all the information (complete in all respects) as requested in the RFP;
- h) it does not contain any condition or qualification; and
- i) It is not non-responsive in terms hereof.

2.22.4 The SCDCL reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the SCDCL in respect of such Proposals.

2.22.5 The SCDCL shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.

2.22.6 After the evaluation Qualification Document, the SCDCL shall prepare a list of pre-qualified Bidders in terms of Clause 3.2 for opening of their Technical Proposals. Subsequently, the Technical Proposals of pre-qualified Bidders shall be evaluated and the SCDCL shall prepare a list of short-listed Bidders in terms of Clause 3.4. A date, time and venue will be notified to all Bidders for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of qualified and shortlisted Bidders along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. The SCDCL will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.5 and 3.6.

2.22.7 Bidders are advised that Selection will be entirely at the discretion of the SCDCL. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given.

2.22.8 Any information contained in the Proposal shall not in any way be construed as binding on the SCDCL, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

2.23 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the SCDCL in relation to matters arising out of, or concerning the Selection Process. The SCDCL will treat all

information, submitted as part of the Proposal, in confidence and will require all those who have access to such material to treat the same in confidence. The SCDCL may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the SCDCL.

2.24 Clarifications

- 2.24.1 To facilitate evaluation of Proposals, the SCDCL may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the SCDCL for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.24.2 If a Bidder does not provide clarifications sought under Clause 2.24.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the SCDCL may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the SCDCL.

E. APPOINTMENT OF IC

2.25 Negotiations

- 2.25.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the IC under this RFP document. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% (seventy per cent) marks as required under Clause 3.3.2 shall be replaced by the Bidder with a better candidate to the satisfaction of the SCDCL. In case the Selected Bidder fails to reconfirm its commitment, the SCDCL reserves the right to designate the next ranked Bidder as the Selected Bidder and invite it for negotiations.
- 2.25.2 The SCDCL will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Bidder to the satisfaction of the SCDCL.
- 2.25.3 The Authority will examine the credentials of all Sub-Consultants proposed for this Consultancy and those not found suitable shall be replaced by the Applicant to the satisfaction of the Authority.

2.26 Substitution of Key Personnel

- 2.26.1 The SCDCL will not normally consider any request of the Selected Bidder for substitution of Key Personnel as the ranking of the Bidder is based on the evaluation of Key Personnel and any change therein may upset the ranking. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the SCDCL.
- 2.26.2 The SCDCL expects all the Key Personnel to be available during implementation of the Agreement. The SCDCL will not consider substitution of Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the SCDCL. Any substitution where the qualification is not approved by the SCDCL, a sum equal to 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the IC. In the case of a second substitution also does not meet the criteria, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel. Any further substitution may lead to disqualification of the Bidder or termination of the Agreement.

2.27 Indemnity

The IC shall, subject to the provisions of the Agreement, indemnify the SCDCL for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services.

2.28 Award of Consultancy

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the SCDCL to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the SCDCL may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the SCDCL on account of failure of the Selected Bidder to acknowledge the LOA, and the next highest ranking Bidder may be considered.

2.29 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

2.30 Commencement of assignment

The IC shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed. If the IC fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified herein, the SCDCL may invite the second ranked Bidder for negotiations. In such an event, the Bid Security of the first ranked Bidder shall be forfeited and appropriated in accordance with the provisions of Clause 2.21.4.

2.31 Proprietary data

Subject to the provisions of Clause 2.23, all documents and other information provided by the SCDCL or submitted by a Bidder to the SCDCL shall remain or become the property of the SCDCL. Bidders and the IC, as the case may be, are to treat all information as strictly confidential. The SCDCL will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the IC to the SCDCL in relation to the Consultancy shall be the property of the SCDCL.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Qualification Document

3.1.1 In the first stage, the Qualification Document will be evaluated on the ability of the Bidder to meet the Conditions of Eligibility as stipulated at Clause 2.2 of the RFP document.

3.2 Qualification of Bidders

3.2.1 The evaluation of the Qualification Proposal shall be undertaken as per the process detailed out at Clauses 2.2, 2.14 and 2.22.3.

3.2.2 The Proposals meeting the Conditions of Eligibility and responsive shall be pre-qualified for the opening of their Technical Proposals.

3.3 Evaluation of Technical Proposals

3.3.1 In the first stage, the Technical Proposal will be evaluated on the basis of Bidder's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Bidders whose Technical Proposals get a score of 70 (seventy) marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (S_T).

3.3.2 Each Key Personnel must score a minimum of 70% marks except as provided herein. A Proposal shall be rejected if the Team Leader scores less than 70% marks or any two of the remaining Key Personnel score less than 70% marks. In case the Selected Bidder has one Key Personnel, other than the Team Leader, who scores less than 70% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the SCDCL, would score 70% or above.

3.3.3 The scoring criteria to be used for evaluation shall be as follows:

Item Code	Parameter	Maximum marks	Criteria
1.	Relevant Experience of the Bidder	25	30% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Bidder. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; (ii) other similar work in the infrastructure sectors; and (iii) overall turnover, experience and capacity of the firm.
2.	Proposed methodology and	5	Evaluation will be based on the quality of submissions.

Item Code	Parameter	Maximum marks	Criteria
	work plan		
3.	Relevant experience of Key Personnel	70	30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The remaining 70% shall be awarded for: (i) the comparative size and quality of Eligible Assignments; and (ii) other similar work in infrastructure sectors.
a.	Team Leader	10	
b.	Water Supply Expert	10	
c.	Waste Water Expert / Sewerage Expert	10	
d.	Water and Waste Water Modeling Expert	8	
e.	Traffic and Transportation Expert	8	
f.	Contract / Legal Expert	8	
g.	Environment / Ecology Expert	8	
h.	Construction Project Management Expert	8	
	Grand Total	100	

While awarding marks for the number of Eligible Projects, the Bidder or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Bidders or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be awarded to a Bidder/Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by

way of illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is 3 (three), then an equivalent number will be ignored for each Bidder/Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Bidder/Key Personnel shall be considered.

3.3.4 Eligible Assignments

For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments in respect of preparation of detailed project report including engineering surveys and social and environmental impact assessment, for the following projects shall be deemed as eligible assignments (the “Eligible Assignments”):

- i) Design and preparation of tender documents for construction works of sewerage rehabilitation within an international City urban area of project construction value in excess of 400 crore within the last 10 years.
- ii) Detailed design and preparation of tender documents for construction works for an international project which provides water distribution to City areas of project construction value in excess of 400 crore
- iii) Data collection, building and verification of hydraulic models for City level water/wastewater systems serving urban catchment areas utilizing information works.
- iv) Data collection, building and verification of hydraulic models for City level water/wastewater systems serving urban catchment areas utilizing information works.
- v) Construction supervision and completion of at least one Water Supply network (including rehabilitation) within a City urban area of project construction value in excess of 400 crore.
- vi) Construction supervision and completion of at least one Sewerage network (including rehabilitation) within a City urban area of project construction value in excess of 400 crore.
- vii) Preparation of a non-revenue water reduction plan and its implementation for a City for at least one international project in last five years.
- viii) Design and preparation of scheme for Rejuvenation of lake
- ix) Construction supervision and completion of at least one Lake Rejuvenation project within a City urban area of project construction value in Five crore
- x) Design and implementation of Road Junction improvement including ITS system and CCTV camera
- xi) Construction supervision and completion of at least one Junction design project within a City urban area of project construction value in excess of 20 crore.

- xii) Design and implementation of Bus depot, central data and analytics center and commercial complex
- xiii) Construction supervision and completion of at least one Bus depot, central data and analytics center and commercial complex within a City urban area of project construction value in excess of 20 crore.
- xiv) Design and Implementation of SCADA System for Services Integration
- xv) Construction supervision and completion of at least one SCADA System for Services Integration within a City urban area of project construction value in excess of 70 crore.
- xvi) Design and implementation of Metering of water supply connections, Providing Censors, Bulk Meters and Electromechanical Units, Smart Meters with AMR and Service level data and analytics center
- xvii) Construction supervision and completion of at least one SCADA System for Services Integration within a City urban area of project construction value in excess of 200 crore.
- xviii) A solid waste management project undertaken through PPP route / cash contract having an estimated capital cost (excluding land) of at least Rs. 80 crore in case of a project in India and US\$ 40 million for projects elsewhere; or
- xix) An infrastructure project undertaken through PPP route / cash contract having an estimated capital cost (excluding land) of at least Rs. 200 crore in case of project in India and US\$ 100 million for project elsewhere.

Provided that the Bidder claiming credit for an Eligible Assignment shall have, prior to PDD, received professional fees of at least Rs. 20 (twenty) lakh for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to PDD.

Provided further that if the Bidder is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have been completed prior to PDD and the Bidder shall have received professional fees of at least Rs. 40 (forty) lakh.

3.4 Short-listing of Bidders

Of the Bidders ranked as aforesaid, if the number of such short-listed Bidders is less than two, the SCDCL may, in its sole discretion, pre-qualify the Bidder(s) whose technical score is less than 70 points even if such Bidder(s) do(es) not qualify in terms of Clause 3.3.2; provided that in such an event, the total number of pre-qualified and short-listed Bidders shall not exceed two.

3.5 Evaluation of Financial Proposal

- 3.5.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.5. Each Financial Proposal will be assigned a financial score (S_f).

- 3.5.2 For financial evaluation, the total cost indicated in the Financial Proposal will be considered.
- 3.5.3 The SCDCL will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the IC. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other proposals will be computed as follows:

$$S_F = 100 \times F_M / F$$

(F = amount of Financial Proposal)

3.6 Combined and final evaluation

- 3.6.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_W + S_F \times F_W$$

Where S is the combined score, and T_W and F_W are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively.

- 3.6.2 The Selected Bidder shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.25, 2.29 and 2.30, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

- 4.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the SCDCL shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the SCDCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the SCDCL for, *inter alia*, time, cost and effort of the SCDCL, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.
- 4.1.2 Without prejudice to the rights of the SCDCL under Clause 4.1.1 hereinabove and the rights and remedies which the SCDCL may have under the LOA or the Agreement, if an Bidder or IC, as the case may be, is found by the SCDCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or IC shall not be eligible to participate in any tender or RFP issued by the SCDCL during a period of 2 (two) years from the date such Bidder or IC, as the case may be, is found by the SCDCL to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.1.3 For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the SCDCL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the SCDCL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical IC/ adviser of the SCDCL in relation to any matter concerning the Project;

- b) **"fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the SCDCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. PRE-PROPOSAL CONFERENCE

- 5.1.1 No Pre-Proposal Conference of the Bidders is envisaged. Bidders are however requested to send their queries as per the schedule at Clause 1.8.
- 5.1.2 The SCDCL shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

- 6.1.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Solapur shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 6.1.2 The SCDCL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/or evidence submitted to the SCDCL by, on behalf of and/or in relation to any Bidder; and/or
 - d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 6.1.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the SCDCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- 6.1.4 All documents and other information supplied by the SCDCL or submitted by an Bidder shall remain or become, as the case may be, the property of the SCDCL. The SCDCL will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- 6.1.5 The SCDCL reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

SCHEDULE 1: TERMS OF REFERENCE

1. Scope

The Solapur Municipal Corporation (SMC) is planning to improve the water supply and sewerage network within the city zone identified for Area Based Development (ABD). In addition a pan city new house connections and Automated Meter Reading (AMR) is to be provided to each water supply connection. The ABD water supply and sewerage facilities are also to incorporate up to date and appropriate SCADA communication and control facilities.

The Client intends to employ a technical consultant to provide the services of data collection, detailed design, preparation of DPR for ABD which shall form basis for tender documentation, tender management and construction supervision for the implementation of this work.

The location and delineation for the ABD is shown in Appendix A.

A number of reports prepared by previous consultants are available for reference; however the appointed consultant will be required to prepare appropriate data collection and detailed design to fulfill the requirements of this project. The existing reports are listed in Appendix B and can be scrutinised at the offices of the SMC.

The Scope of Services is set out below.

Water Distribution Network within ABD and Pan City Automated Meter Reading

The SMC aims to establish an efficient water distribution network, which achieves:

- 100% household coverage of water supply
- 100% metered connections
- 15% NRW

The consultant shall investigate the existing network system and shall develop a distribution network model for the ABD.

It is anticipated that some of the water distribution pipes within the project area are old and deteriorated; there may also be illegal connections. An assessment of Non-Revenue Water and Developing Strategy and Implementation Action Plan for reduction of Non-Revenue Water will be prepared by the consultant.

The consultant shall then prepare a distribution network reinforcement plan to meet the 2046 design horizon. The detail design also needs to consider SCADA based application to reduce Unaccounted for Water (UFW) in the operation and maintenance of the water supply system, as well as the installation of bulk flow and smart meters for users.

Sewerage Collection Network within ABD

SMC aims to revive the existing sewer network as the current system of conveyance is very old and needs assessment. The Consultants will endeavour to reduce pumping and/ or lift stations to minimum.

An accurately verified wastewater network model, plus associated documentation, is to be produced for ABD drainage boundary.

The models will be built with the Infoworks ICM for Wastewater networks programme.

The key tasks involved in the modelled area would include the following:

- Importing/entering data on the wastewater network (including sewers, pumping stations and other sewerage assets within the study area) into INFOWORKS. Models are to include a basic representation of receiving STWs;
- Commissioning surveys of assets (Sewage Pumping Stations (SPSs), Combined Sewage Outfall (CSOs), Bifurcations and other key manholes) as deemed necessary. Reception and indexing of survey results.
- Undertaking network data validation, interpolation and clean up and area take off;
- Designing and planning the flow survey for the purposes of gaining sufficient data to accurately verify system operation and the model (flow surveys will be procured);
- Use of data gained in the flow survey and data from other sources, in particular performance data from WW telemetry system, to verify the model for dry weather and storm periods as per WAPUG criteria; (note that smaller models may be verified using only telemetry data)
- Following verification to the required standard, producing working models to represent present day and future scenarios including strengthening of the sewage collection network to a level sufficient to meet the 2046 design horizon forecast demand;

Phase IA: Data collection

- The following data and assessments are required for the pre-design phases: Collect socio-economic data pertaining to population, age, sex, population growth, number of households, per capita water demand of the site allocated for Area Based Development (ABD), including institutional/commercial/industrial demands, floating population.
- Current water status of the proposed ABD : this will require the collection of data on the existing water supply systems, water shortage issues, per capita water consumptions patterns, water requirements in the area, relevant pumping and storage facilities, service level benchmarks like customer service connections, billed and unbilled metered consumptions, billed and unbilled un-metered consumptions ;
- Undertake an assessment of water demand to establish the current and projected water deficit considering planned development and population growth rates;
- Establish a desired water supply capacity at zonal locations within the ABD;

- Carry out geotechnical and topographical investigations pertaining to detailed design of the facilities.
- Investigate current water supply and sewerage infrastructure and assess asset condition and capacity with regards to life of network, pipe materials, the sizes, etc.
- Obtain data from the SMC to assess the requirements for new house connections and automated meter reading throughout the ABD
- Obtain data from the SMC for the location and detail of existing underground and above ground services to be affected by the proposed work.

The Consultants will collect existing data and carry out the necessary investigations to ensure that sufficient information is available to clarify uncertainty regarding the technical choices to be made.

Outputs of Phase IA

Inception Report will include at least :

- a. List of data collected and summary of relevant items enabling the solutions for the distribution of water
- b. Description of measurements / investigations / analysis carried out in order to define the technical solutions and compare them
- c. Topographic and geotechnical limiting factors affecting the construction of the planned facilities.
- d. Other Potential Constraints, such as land limitations, environmental and social risks and any other relevant issue.

Phase IB: Preliminary Design

Based on the initial data collected and presented in the Phase 1A work, the consultant shall prepare a preliminary design report including the findings and submit this to the SMC for approval. The report shall address but not be limited to the following:

- Water distribution and sewage conveyance model for the existing network.
- An assessment of Non-Revenue Water sources, location and magnitude
- Outline strategy for reduction of Non-Revenue Water.
- Forecast demand requirements to meet the 2046 design horizon.
- proposed network reinforcement requirements and develop within the model appropriate district metering areas along with an assessment of the following aspects:
 1. durability
 2. capital costs
 3. smart solutions for an efficient and well managed network monitoring including – pressure monitoring, zonal metering, consumer metering, GIS asset management
 4. operation and maintenance Costs
 5. required land area
 6. expertise required for Operation and Maintenance/Ease of Operation and maintenance

7. environmental and social aspects
 - Identify options for customer metering and new house connections

Output of Phase IB

Preliminary Design Report will include at least :

- a. Preliminary Design Report (including the list of data collected and summary of relevant items issues).

Phase IC: Environmental and Social Impact Assessment (EIA)

The consultants shall undertake an environmental and social impact assessment of proposed solutions, including but not necessarily limited to the following tasks:

- Discussions in association with the SMC to confirm the scope of the environmental and social issues and studies for this package.
- Environmental and social studies (desk and additional field investigations and community consultation as required) to collect the necessary baseline data that will provide the basis of identifying anticipated environmental and social impacts of the project.
- identification of potential avoidance and mitigation measures and discussion of these with the SMC,
- finalization of recommended avoidance and mitigation measures required during design, construction and operation of the project,
- developing cost estimates of the mitigation measures
- preparing a project-specific Environmental and Social Management Plan / avoidance / mitigation management action

Output of Phase IC :Report on Environmental and Social Impact Assessment (EIA)

Phase II: Detailed Design

The second stage will consist of detailed design of the water supply and sewage conveyance system and proposals for pan city water consumer metering. The Consultants will take into account the Environmental Impact Study in his detailed design and will plan for the implementation of the mitigation measures as stated in the EIA.

Based on the finding of Phase 1A - Inception report, Phase 1B - Preliminary design, Phase IC - EIA, Phase II - Detail design the consultant shall prepare a Detailed Project Report which shall form basis of preparing Tender Document for water and Sewage system.

Part 1 (Main report) will include:

- basic data and interpretation of these data regarding the detailed design;
- Brief Description of the formulae, methods and models used for any calculations
- general justification and description of the proposed rehabilitated or new structures;
- Calculation notes section including all hydraulic and structural calculations
- Identification of different construction lots (civil works, electromechanical works etc.);
- works schedule (indication of the timing of each task, links with other tasks, key dates, contractual dates), introduction to nature and quality of materials and construction methods (including for maintaining the water production service)

Part 2 (Bill of Quantities and Cost Estimate) will include a Bill of Quantities for each component and then by type of works (earth, concrete, mechanical, electrical). The Consultants will explain the unit costs as well as the percentage considered for miscellaneous and contingencies. Finally, cost estimation will be carried out on the basis of quantities and unit costs. The Consultants will keep this cost estimate confidential.

The capital costs shall be derived from the Bill of Quantities and unit rates developed from recent tender for works in the SMC, using either unit prices or cost curves and indexed to inflation. The minor items will be estimated using historic current rates and prices.

For the mechanical and electrical equipment, cost estimates will be prepared based on recent experience of the cost of similar work and / or quotations from internationally recognized manufacturers and suppliers. The cost estimates will allow for transportation and erection on site, all out-site costs and off-site overheads. Costs estimates will be sufficiently detailed to ensure a +/- 20% value from construction bids received.

Part 3 (Technical Report) will include:

A drawings section that will include network distribution, general layouts, civil structures and electromechanical equipment.

Outputs of Phase II:

Report II will include the detailed design including:

- the Main Report;
- the Bill of Quantities and Cost Estimate;
- Technical Report (Detailed Drawings)
- Technical Report (Detailed cost estimate, design output sheets providing all hydraulic details viz. pressure, velocity etc)

Final version of the Detailed Design will support preparation of the Tender.

Phase III: Tender Documents & Selection of Contractors

Tender Documents

The Consultants will prepare tender documents including the following. The Consultant shall also prepare Prequalification Documents if required by the Client

Volume 1: Tender and Administrative Documents

Volume 2: Technical Specifications and Schedules

Volume 3: Drawings and Layouts

Volume 1 will include the following:

- Invitation to Tender;
- Description of the Works and Quantities;
- Instructions to Bidders;
- Conditions of Contract, Form of Tender (and Appendix);
- Bill of Quantities and Schedules;
- Form of Contract Agreement, Form of Tender Security, Form of Performance Security, Form of Guarantee for advance payment

Conditions of Contract will be incorporated as the final legal agreement to be drawn up between the Contractor and the Client. The Conditions of Contract would be drawn up in close co-operation with the Client and would incorporate such special clauses as may be required.

Typically the Conditions of Contract will be based on the following:

- For Civil Engineering works: FIDIC Conditions of Contract for Construction (MDB Harmonized Edition), For Building and Engineering Works Designed by the Employer.

The **Bill of Quantities and Schedules** will be prepared for all the tender packages as a basis for tendering and for payment under the Contract. Civil Engineering Standard method of measurement shall be recommended wherever possible.

Volume 2 will include Technical Specifications and Schedules. Technical Specification will be prepared for all items to be constructed, supplied or erected. Materials and work specifications will cover all aspects of materials and equipment to be provided. Requirements for operating /maintenance and training manuals that include equipment cut sheets, SOPs, and 5 year spare parts lists shall be incorporated into the specifications.

The Consultants will use local or national standards where possible. Where no suitable local or national standards exist then international standards such as BS, ASTM, ISO etc. will be used.

Where possible, the specification of materials (locally produced or imported) will be specified. Construction Schedules will be issued in details.

Volume 3 will be based on part 3 of the detailed design. All drawings will show clearly defined contract limits relating to the various divisions of works. Drawings will include network distributions, existing utility services, general arrangement drawings, sections, elevation, typical details and typical

reinforcement detailed. In addition detailed reinforcement drawings and bar schedules will be included in the tender documents. Drawings for mechanical and electrical equipment will show facility piping layouts, main outlines and leading dimensions in sufficient details for the manufacturers to design the adequate equipment. Electrical drawings to include appropriate power distribution single lines, lighting systems, grounding systems, specific equipment control schematics, etc. to ensure sufficient detail is provided to operate and maintain equipment.

The Consultants will assist the SMC in the selection of the Contractors. This assistance will be effective during the three principal stages of the Contract Procurement process. These stages are:

a) The site visit and the pre-bid meeting

The site visit for Contractors shall be organized not later than two to three weeks after the invitation to tender is issued, in order to speed up the tendering process, and to involve rapidly the Contractors interested in the preparation of tenders.

A pre-bid meeting shall be organized immediately after or before the site visit. Questions raised by the bidders could be then answered either immediately or later through additional documentation. The Consultants will assist in the preparation of pre-bid meeting and in the preparation of replies to questions.

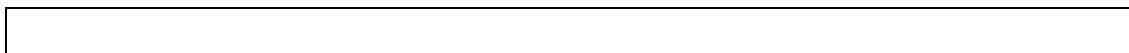
b) The evaluation of tenders:

The evaluation of bids will be based on the tender documents and on predetermined criteria and will be conducted jointly by the SMC's Engineer (acting as Engineer in FIDIC terminology) and the Consultants (acting as "Engineer's Representative" in FIDIC terminology). After verification of conformity of the Bids to the tender documents, the Bids will be the subject to a technical and economic analysis, enabling them to be evaluated and ranked.

The Consultants will then compile all findings of the analysis in an evaluation report

c) The award of contracts

The objective is to assist the SMC in the award of the contracts, preparation of confirmed copies of contracts and determination of contracts' effective dates.



Outputs of Phase III:

Report III including the tender documents including:

- Volume 1: Administrative and tender documents;
- Volume 2: Technical specifications and schedule;
- Volume 3: Construction Drawings and layouts

The evaluation report for selection of appropriate contractors

Phase IV: Works Design, Coordination and Supervision

Construction Design

The purpose of this task is to finalize without any ambiguity the permanent works to be executed. The Consultant will prepare the Construction Design on the basis of the Detailed Design and tender documents, his own experience and international standards and practice. The Consultant will prepare construction drawings as the Contractual Documents which define the works to be carried out by the Contractor. They will include:

- Construction drawings for structural works: including the foundation drawings for permanent works.
- Layout drawings related to the electromechanical equipment to be incorporated into the structures: they will be the basis of the coordination of all equipment components up to their location and the design of circuits such as cables and pipes.

When the Contractor may propose a construction solution (or transfer documents from suppliers for equipment), the Consultant will examine and verify the related drawings and calculation notes, giving particular attention to the compliance with Specifications and design criteria. All responses to official exchanges between the Consultant and the Contractors should be issued within one week within reception of the documents.

Construction Supervision

The construction supervision phase of the project will be carried out during project implementation. Expected duration of the phase is 24months.

The Consultants will implement Construction Supervision including:

a. Coordination of works: the Consultant will organize and direct execution of the works, by defining compliance with programmes and relations between stakeholders (the SMC, Engineer, Contractors, Suppliers and third parties). Coordination will be ensured mainly by holding regular site meetings and general monthly meetings, with managers of the Contractors and Manufacturers, the SMC and the Engineer.

b. Supervision of field surveys: the Consultants will supervise the Contractors who should carry out field surveys such as topographic, hydro-geological and geological surveys. The Consultants will prepare technical reports on all measurements made by the Contractor and will submit them to the Engineer.

c. Identifying Special Studies: in case the Consultant, during progress of work, comes to the conclusion that special studies would be required to assist the SMC in specific problems unforeseeable before conclusion of consulting contract, he will inform the Engineer immediately and early enough to allow the Employer to arrange for such expertise.

d. A Quality Control and Quality Assurance Plan will be developed by the Consultants to ensure that the structures are built and equipment installed in conformity with the Contractual Specifications, approved drawings, standards, good engineering practice and State-of-the-Art.

e. A Plan for Project Cost Control will be developed on the basis of the field survey control and quantity survey required for determination of actual quantities of work accomplished by the

Contractor(s) and Supplier(s) under direct guidance of the Project Manager and Director, the Consultant will approve or reject the quantities of materials delivered, equipment erected, and works performed by the Contractor(s) and Manufacturer(s).

f. Plan for Project Progress Control: using the same basic data as those established for project cost control, a progress chart will be maintained and updated in the Consultant(s) office. The work progress will be followed by the Consultant especially during the weekly works meetings on sites. A monthly report of weekly meetings will be established by the Consultant.

e. Representing the Engineer: the Consultants shall be the Engineer's representative on site and shall perform all duties delegated by the Engineer in writing in accordance with FIDIC. The Engineer for the project will be appointed by the SMC in writing.

f. General Reporting: The Consultants will assist the SMC in supplying information related to the design and works progress.

Works commissioning

The Consultants will implement Works commissioning including:

i. Supervising the acceptance tests and preparing the Completion Certificate and the Temporary Acceptance Certificate.

j. Preparing the **Completion Report** which will be based on the record maintained during construction design and work supervision phases. It will include the environmental completion report which will be submitted to the SMC for compliance with initial recommendations.

k. Implement Shop Inspection of Electromechanical Equipment: the Consultants will check the manufacturing of equipment and will attend tests of main items for acceptance as and when necessary. These tests concern mechanical tests and chemical analyses, routing tests and standard tests, dimensional checks and Non-destructive tests.

l. Prepare 'As-Built Drawings'. The Contractor will prepare 'As-Built Drawings' during construction of works, which will be verified by the Consultant. On completion of the Project, the Consultants will submit to the Employer two (2) complete sets of all detailed drawings and computations in accordance with revisions made during the construction.

m. Prepare Operation and Maintenance Manuals: Based on the information and booklets received from the Contractors, Manufacturers, Suppliers and his own experience, the Consultants will prepare the Operation and Maintenance Manuals.

Outputs of Phase IV:

- Construction drawings are issued as per the Construction Schedule.
- Contractors and Suppliers are properly supervised and coordinated.
- Quality Control and Quality Assurance Plans are issued.
- Various authorizations and instructions to the Contractor(s) and/or Manufacturer(s) being issued regularly.
- Plan for Project Cost Control update delivered monthly

- Plan for Project Progress Control update delivered monthly
- Works are temporarily commissioned, 'As Built Drawings' delivered and Operation & Maintenance Manuals issued.

Phase V: Capacity Building and Performance Control over Defect Liability Period

Capacity Building

After commissioning, the Consultant will organize formal training for the operation and maintenance of the works, followed by practical exercises on sites.

Defect Liability Period

The Consultant will carry out quarterly inspections during the one year defects liability period and instruct accordingly the contractors with regard to outstanding works and defects. After this period and satisfactory inspections, the Final Acceptance Certificate will be issued.

Outputs of Phase V:

- Key the SMC staff are trained on the job and formerly;
- Defect liability of contractors has been controlled

The period of total engagement will be 24 months commencing upon the signing of the contract agreement with the selected Consultant for the Design and Consultancy Works. Tentative schedule showing the engagement is shown below.

Sr.No.	Deliverable	Percentage
Phase – I		
1	Submission of Inception Report	5
2	Submission of Preliminary Design Report	10
3	Submission of EIA report	2
4	Submission of Detailed Project Report (Water Supply)	20
5	Submission of Detailed Project Report (Sewerage)	10
6	Submission of Tender Documents	15

Sr.No.	Deliverable	Percentage
6	Submission of Tender Evaluation Report	3
8	Phase – II Works Design, Coordination and Supervision	
	Monthly Payment (in Equal installments of 24 months)	33
9	Capacity Building and Performance Control over Defect Liability Period	2
	Total	100

SCHEDULE 2: AGREEMENT

(Separately attached)

SCHEDULE 3: GUIDANCE NOTE ON CONFLICT OF INTEREST

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. ICs should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of ICs should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the SCDCL and an IC or between ICs and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - a. SCDCL and ICs:
 - i. Potential IC should not be privy to information from the SCDCL which is not available to others; or
 - ii. Potential IC should not have defined the project when earlier working for the SCDCL; or
 - iii. Potential IC should not have recently worked for the SCDCL overseeing the project.
 - b. ICs and concessionaires/contractors:
 - i. No IC should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
 - ii. No IC should be involved in owning or operating entities resulting from the project; or
 - iii. No IC should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the SCDCL who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by ICs. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the SCDCL. All conflicts must be declared as and when the ICs become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the IC’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and

should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by an IC coupled with provision of safeguards to the satisfaction of the SCDCL.

6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if ICs drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when ICs advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the SCDCL but which will generate further work for the ICs. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for ICs to extend the length of their assignment.
8. Every project contains potential conflicts of interest. ICs should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the SCDCL at the earliest. Officials of the SCDCL involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

APPENDICES

APPENDIX-I

(See Clause 2.14)

QUALIFICATION PROPOSAL

Form-1

Letter of Proposal

(On Bidder's letter head)

(Date and Reference)

To,

Sub: Appointment of Infrastructure Services Consultant to Design, Develop, Manage and Implement all Urban Infrastructure Services Projects under Smart City Mission (SCM) in Solapur City

Dear Sir,

With reference to your RFP Document dated....., I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as IC for Design, Develop, Manage and Implement all Urban Infrastructure Services Projects under Smart City Mission (SCM) in Solapur. The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the IC for the aforesaid Project.
3. I/We shall make available to the SCDCL any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the SCDCL to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:

- a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the SCDCL;
 - b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.1.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the SCDCL or any other public sector enterprise or any government, Central or State; and
 - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the IC, without incurring any liability to the Bidders in accordance with Clause 2.8 of the RFP document.
 8. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
 9. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
 10. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
 11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the SCDCL [and/ or the Government of India] in connection with the selection of IC or in connection with the Selection Process itself in respect of the above mentioned Project.
 12. The Bid Security of Rs. ***** (Rupees *****) in the form of a Demand Draft is attached, in accordance with the RFP document.
 13. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
 14. I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Proposal Due Date specified in the RFP.
 15. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
 16. In the event of my/our firm being selected as the IC, I/we agree to enter into an Agreement in accordance with the format Schedule-2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

17. I/We have studied RFP and all other documents carefully and also surveyed the Project site. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the SCDCL or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
18. The Financial Proposal is being submitted in a separate cover. This Qualification Document, the Technical Proposal and the Financial Proposal shall constitute the Proposal which shall be binding on us.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Bidder)

APPENDIX-I

Form-2

Particulars of the Bidder

1.1	Title of Consultancy: Infrastructure Services Consultant to Design, Develop, Manage and Implement all Urban Infrastructure Services Projects under Smart City Mission (SCM) in Solapur City
1.2	Title of Project: Design, Develop, Manage and Implement all Urban Infrastructure Services Projects under Smart City Mission (SCM) in Solapur City
1.3	Name of the Firm:
1.4	State the following: Name of Company or Firm: Legal status: Country of Incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorized signatory of the Bidder: Name: Designation: Company: Address: Phone No.: Fax No. : E-mail address:

1.6	<p>For the Bidder, state the following information:</p> <p>i. In case of non-Indian Firm, does the Firm have business presence in India? Yes/No</p> <p>If so, provide the office address (es) in India.</p> <p>ii. Has the Bidder been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>iii. Has the Bidder/Member ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No</p> <p>iv. Has the Bidder been blacklisted by any Government department/Public Sector Undertaking? Yes/No</p> <p>v. Has the Bidder suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Bidder is not eligible for this consultancy assignment.</p>
1.7	<p>Does the Bidder's company combine functions as an IC or adviser along with the functions as a contractor and/or a manufacturer? Yes/No</p> <p>If yes, does the Bidder agree to limit the Bidder's role only to that of a IC/ adviser to the SCDCL and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity? Yes/No</p>
1.8	<p>Does the Bidder intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services? Yes/No</p> <p>If yes, does the Bidder agree that it will only be acceptable as IC, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the IC? Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of IC/ adviser for the SCDCL only? Yes/No</p> <p>(Signature, name and designation of the authorized signatory) For and on behalf of</p>

APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Bidder)

Ref. Date:

To,

Dear Sir,

Sub: RFP for IC: Infrastructure Services Consultant to Design, Develop, Manage and Implement all Urban Infrastructure Services Projects under Smart City Mission (SCM) in Solapur City

I/We hereby confirm that we, the Bidder, satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert individual's name) will act as our Authorized Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorized signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of

1Please strike out whichever is not applicable

APPENDIX-I

Form-4

Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr. / MS son/daughter/wife and presently residing at , who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the IC for Infrastructure Services Consultant to Design, Develop, Manage and Implement all Urban Infrastructure Services Projects under Smart City Mission (SCM) in Solapur City, proposed to be developed by the Solapur City Development Corporation Limited (the "SCDCL") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the SCDCL, representing us in all matters before the SCDCL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the SCDCL in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the SCDCL.

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

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

20**

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so

required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (one hundred) and duly notarized by a notary public.

Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention, 1961 need not get their Power of Attorney legalized by the Indian Embassy if it carries a conforming Appostille certificate.

APPENDIX-II

Form-1

Financial Capacity of the Bidder

(Refer Clause 2.2.2(B))

S. No.	Financial Year	Annual Revenue (Rs. crore)
1.	Financial Year 2009-10	
2.	Financial Year 2010-11	
3.	Financial Year 2011-12	
4.	Financial Year 2012-13	
5.	Financial Year 2013-14	

I, on behalf of Bidder [insert company name], hereby certify that (Name of the Bidder) has received the payments shown above against the respective years on account of professional fees.

Name of the Power of Attorney holder:
Seal of the firm
Date:

(Signature, name and designation of the authorized signatory)

APPENDIX-II

Form-2

Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qualification	Length of Professional Experience	Present	Employment	No. of Eligible Assignments*
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							
3.							
4.							
5.							
6.							

APPENDIX-II

Form-3

Auditor's certification on revenues

Certificate from the Statutory Auditor [§]		
This is to certify that the "Bidder", had revenues of at least Rs. 40 (forty) lakh.		
Year	Operational Revenues (Rs.)	Name of Statutory Auditor certifying the respective year's revenues
Financial Year 2009-10		
Financial Year 2010-11		
Financial Year 2011-12		
Financial Year 2012-13		
Financial Year 2013-14		
Operational Revenues include only revenues from business operations and does not include other income such as interest, miscellaneous income etc.		
Statutory Auditor – Name of the statutory auditor for the respective year		
Name of the audit firm:		
Seal of the audit firm		
Date:		
(Signature, name and designation of the authorized signatory)		

§ In case the Bidder does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

APPENDIX-II

Form-4

Abstract of Eligible Assignments of the Bidder#

(Refer Clauses 3.3)

S. No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. Crore / US\$ million)	Payment of professional fees received by the Bidder (in Rs. Lakh)
(1)	(2)	(3)	(4)	(5)
1				
2				
3				
4				

The Bidder should provide details of only those projects that have been undertaken by it under its own name.

Exchange rate should be taken as Rs. 67 per US \$ for conversion to Rupees.

* The names and chronology of Eligible Projects included here should conform to the project- wise details submitted in Form-6 of Appendix-II.

Certificate from the Statutory Auditor[§]

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

Name of audit firm:

Seal of the audit firm:

Date:

(Signature, name and designation of the authorized signatory)

§ In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.

APPENDIX-II

Form-5

Abstract of Eligible Assignments of Key Personnel®

(Refer Clause 2.15 and 3.3)

Name of Key Personnel:

Designation:

S. No	Name of Project*	Name of Client	Estimated capital cost of project (in Rs crore / US\$ million)	Name of firm for which the Key Personnel worked while executing the mandate	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Mandays spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

@ Use separate Form for each Key Personnel.

* The names and chronology of projects included here should conform to the project-wise details submitted in Form-7 of Appendix-II.

Note: The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

APPENDIX-II

Form-6

Eligible Assignments of Bidder

(Refer Clause 3.1 and 3.3)

Name of Bidder:	
Name of the Project:	
Description of services performed by the Bidder	(Project Management Consultant/Technical Consultant for Detailed Project Report Preparation)
Name of client and Address:(Indicate whether public or private entity)	
Name, telephone no. and fax no. of client's representative:	
Quantum of Municipal Solid Waste handled under the Project (in tons per day)	
Status of Project	(Completed / On-going) Please delete as applicable
Professional fees received for the assignment	
Whether completed in 5 (five) years preceding PDD	(Yes / No) Please delete as applicable
Start date and finish date of the services (month/ year):	Start Date (month/ year): End Date (month/ year):
Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Project.
2. The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.
3. Exchange rate should be taken as Rs. 67 per US \$ for conversion to Rupees.

APPENDIX-II

Form-7

Eligible Assignments of Key Personnel

(Refer Clause 2.15, and 3.3)

Name of Key Personnel:	
Designation of Key Personnel in executing the respective Project:	
Name of the Project:	
Name of Firm where employed:	
Description of services performed by the Key Personnel	(Project Management Consultant/ Technical Consultant for preparation of Detailed Project Report) Please delete as applicable
Name of client and Address: (indicate whether public or private)	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (in Rs. crore or US\$ million):	
Start date and finish date of the services (month/ year):	Start Date (month/ year): End Date (month/ year):
Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief. (Signature and name of Key Personnel)	

Notes:

1. Use separate sheet for each Eligible Project.
2. The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

APPENDIX-II

Form-8

Curriculum Vitae (CV) of Key Personnel

1.	Proposed Position	:				
2.	Name of Firm	:				
3.	Name of Staff	:				
4.	Date of Birth	:		Nationality :		
5.	Education	:				
6.	Membership of Professional Associations	:				
7.	Years of Experience	:				
8.	Countries of Work Experience	:				
9.	Languages		Speak	Read	Write	
10.	Employment Record	:				
	From: Employer: Position Held :		TO:			
11.	Detailed Tasks Assigned		12. Work Undertaken That Best Illustrates Capability To Handle The Tasks Assigned			
			Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:			

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

I also certify that I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

_____ Date: _____
[Signature of staff member and authorized representative of the Firm] Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

Notes:

1. Use separate form for each Key Personnel
2. The names and chronology of assignments included here should conform to the project-wise details submitted in Form-5 of Appendix-II.
3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorized Representative of the Bidder firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-II

Form-9

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

The Bidder shall clearly state its understanding of the TOR and also highlight its important aspects. The Bidder may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than three pages)

The Bidder will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The Bidder will submit a brief write up on its proposed team and organization of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The Bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

Note: Marks will be deducted for writing lengthy and out of context responses.

APPENDIX-III

FINANCIAL PROPOSAL

Form-1

Covering Letter

(On Bidder's letter head)

(Date and Reference)

To,

Dear Sir,

Subject: Appointment of Infrastructure Services Consultant to Design, Develop, Manage and Implement all Urban Infrastructure Services Projects under Smart City Mission (SCM) in Solapur City

I/We, (Bidder's name) herewith enclose the Financial Proposal for selection of my/our firm as IC for above.

I/We agree that this offer shall remain valid for a period of 180 (one hundred and eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-III

Form-2

Financial Proposal

Item No.	Description	Amount (Rs.)	Amount In Words
A.	Lumsum Fees for undertaking the project		
B.	Service Tax		
C.	Total (including taxes) (A+B) (in Rs.) In Indian Rupees in figures in words		

Note:

1. The financial evaluation shall be based on the above Financial Proposal
2. Fees to be quoted for a term of 3 (three) years.
3. Bidder to include the cost of required facilities (such as office space, furniture etc.) in the above quote.
4. No escalation on any account will be payable on the above amounts.
5. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.