



Solapur City Development Corporation Limited

REQUEST FOR PROPOSAL

Revision-II

Particulars	Details
Client	Solapur City Development Corporation Limited, Solapur, INDIA
Project Name	Implementation of projects under Smart City Mission in Solapur City
Assignment Name	Selection of Agency for Designing Communication Plan and IEC Strategy and provide Implementation Support for Improvement of Solid Waste Management in Solapur City.
Document Issue Date	06/12/2017
Document Number	2017-18/13

Solapur City Development Corporation Limited,
New Planning Office, next to doodh diary, Saat Rasta, Vijapur Road, Solapur

December 2017

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DISCLAIMER

The information contained in this Request for Proposal document ("RfP") or subsequently provided to Agency, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Agency 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 Authority to the prospective Agency or any other person. The purpose of this RfP is to provide interested Agency 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 Authority in relation to the Agency. Such assumptions, assessments and statements do not purport to contain all the information that each Agency may require. This RfP may not be appropriate for all persons, and it is not possible for the Authority, 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 Agency 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 Agency 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Agency 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 Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Agency upon the statements contained in this RfP.

The Authority 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 Authority is bound to select a Agency or to appoint the Selected Agency, as the case may be, for the Agency and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Agency 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 Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Agency and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Agency in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Important Dates

Selection of Agency for Designing Communication Plan and IEC Strategy and provide Implementation Support for Improvement of Solid Waste Management in Solapur City.

Sr. No.	Activity	Deadline
1	Contract Period	1 Years (Extension based on the performance)
3	Pre Bid Meeting	14/12/17
4	Bid Due date	1500 hrs on 30/12/17
5	Date and Time of Opening of Technical bid	1600 hrs on 02/01/18
6	Date and Time of Opening of Financial bid	To be notified
7	Venue of opening of Technical & Commercial Bid/s	Solapur Smart City Office, New Planning Office, next to doodh diary, Saat Rasta, Vijapur Road, Solapur
8	Bid Processing Fees (Non-refundable)	Rs. 5,900/- (Five thousand nine hundred Only including GST) to be paid online
9	Bid security (EMD)	EMD of Rs. 20,000 (Rupees Twenty thousand only)
10	SCDCL Contact email ID	solapurcitydcl@gmail.com

NOTE: Please address all queries and correspondence to:

Chief Executive Officer
Solapur Smart City Office, New Planning Office,
next to Doodh diary, Saat Rasta,
Vijapur Road, Solapur Maharashtra- 413003,

E-mail: solapurcitydcl@gmail.com

Section 1. Letter of Invitation

06/ 12 /2017

RFP No. 2017-18/13;

Project Name: Implementation of smart city proposal for Solapur.

Name of the SPV: Solapur City Development Corporation Limited

Title of the Services: Selection of Agency for Preparation of Communication Plan and IEC Strategy and provide Implementation Support for Improvement of Solid Waste Management in Solapur City.

Dear Mr. /Ms.:

1. The Solapur City Development Corporation Limited (hereinafter called “Authority” or “Client”) is implementing Smart City Proposal in Solapur City under Smart City Mission.
2. The Client now invites proposals to provide the following consulting services,
 - a. “Selection of Agency for Designing Communication Plan and IEC Strategy and provide Implementation Support for Improvement of Solid Waste Management in Solapur City. (hereinafter called “Services”) in Solapur City. More details on the Services are provided in Section 8. Terms of Reference.
3. A firm will be selected under Quality and Cost Based Selection method (QCBS) and in a Proposal format as described in this RFP.
4. Agency are advised that the selection shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
5. The Bids shall be accepted through e-tendering process only.
6. The Bid will be rejected in case the Agency has submitted the conditional bid and/or the specifications of the terms to be supplied are not complied with RFP

7. The Agency will submit the proposal by the date & time indicated in Data Sheet and the instructions to the Agency called project specific information.

8. The RFP includes the following documents:

Section 1 – Letter of Invitation

Section 2 – Instructions to Agency and Data Sheet

Section 3 – Qualification Documents & Technical Proposal - Standard Forms

Section 4 – Financial Proposal - Standard Forms

Section 5 – Eligible Countries

Section 6 – Corrupt and Fraudulent Practices

Section 7 – Miscellaneous

Section 8 – Terms of Reference

Section 9 – Standard Forms of Contract

Yours sincerely,

Chief Executive Officer
Solapur City Development Corporation Limited
Solapur (Maharashtra), India
Pin- 413003

Section 2. Instructions to Agency and Data Sheet

A. General Provisions

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

	a. Without limitation on the generality of the foregoing, the Agency shall not be hired under the circumstances set forth below:
a. Conflicting activities	(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
b. Conflicting assignments	(ii) <u>Conflict among consulting assignments:</u> a Agency (including its Personnel and Sub-Agency) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Agency for the same or for another Client.
c. Conflicting relationships	(iii) <u>Relationship with the Client’s staff:</u> a Agency (including its Personnel and Sub-Agency) that has a close business or family relationship with a professional staff of the Client, who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.
4. Unfair Competitive Advantage	4.1 Fairness and transparency in the selection process require that the Agency or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the Data Sheet and make available to all Agency together with this RFP all information that would in that respect give such Agency any unfair competitive advantage over competing Agency.
5. Corrupt and Fraudulent Practices	5.1 The Client requires compliance in regard to corrupt and fraudulent practices as set forth in Section 6. 5.2 In further pursuance of this policy, Agency shall permit and shall cause its agents, Personnel, Sub-Agency, sub-contractors,

	<p>services providers, or suppliers to permit the client to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Client.</p>
6. Eligibility	<p>6.1 The Client permits Agency (individuals and firms from all countries to offer consulting services.</p> <p>6.2 Furthermore, it is the Agency's responsibility to ensure that its Personnel, agents (declared or not), service providers, suppliers and/or their employees meet the eligibility requirements as established by the client.</p>
<p>B. Preparation of Proposals</p>	
7. General Considerations	<p>7.1 In preparing the Proposal, the Agency is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p>
8. Cost of Preparation of Proposal	<p>8.1 The Agency shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Agency.</p>
9. Language	<p>9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Agency and the Client shall be written in the language(s) specified in the Data Sheet.</p>
10. Documents Comprising the Proposal	<p>10.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>10.2 If specified in the Data Sheet, the Agency shall include a statement of an undertaking of the Agency to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).</p> <p>10.3 The Agency shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).</p>
11. Only One Proposal	<p>11.1 The Agency shall submit only one Proposal, either in its own name. If a Agency submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.</p>

<p>12. Proposal Validity</p>	<p>12.1 The Data Sheet indicates the period during which the Agency’s Proposal must remain valid after the Proposal submission deadline.</p> <p>12.2 During this period, the Agency shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Agency’s Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITA.</p>
<p>a. Extension of Validity Period</p>	<p>12.4 The Client will make its best effort to complete the negotiations within the proposal’s validity period. However, should the need arise, the Client may request, in writing, all Agency who submitted Proposals prior to the submission deadline to extend the Proposals’ validity.</p> <p>12.5 If the Agency agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Personnel.</p> <p>12.6 The Agency has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<p>b. Substitution of Key Personnel (Expert Pool, Resource Pool and Deputy Team Leader) at Validity Extension</p>	<p>12.7 If any of the Key Personnel become unavailable for the extended validity period, the Agency shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Agency fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected by the Client.</p> <p>12.9 The replacement of the Agency during the project duration shall be as indicated in the Data Sheet.</p>
<p>c. Sub-Contracting</p>	<p>12.10 The Agency shall not subcontract whole of the Services.</p>
<p>13. Clarification and Amendment of RFP</p>	<p>13.1 The Agency may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals’ submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client’s address indicated in the Data Sheet. The Client</p>

	<p>will respond in writing, or by standard electronic means, and will upload the response (including an explanation of the query but without identifying its source) or the clarifications shall be uploaded on the client’s website. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:</p> <p>I. At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendments shall be uploaded on the clients website and will be binding on them. The Agency shall update themselves by visiting the client’s website regularly, for not being updated by the Agency themselves, Client bears no responsibility.</p> <p>II. If the amendment is substantial, the Client may extend the proposal submission deadline to give the Agency reasonable time to take an amendment into account in their Proposals.</p> <p>13.2 The Agency may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.</p>
<p>14. Preparation of Proposals – Specific Considerations</p>	<p>14.1 While preparing the Proposal, the Agency must give particular attention to the following:</p> <p>I. The Client may indicate in the Data Sheet the estimated Key Personnel’ time input (expressed in person-month) or the Client’s estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Agency’s own estimates for the same.</p> <p>II. If stated in the Data Sheet, the Agency shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Personnel, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.</p> <p>III. For assignments under the Fixed-Budget selection method, the estimated Key Personnel’ time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.</p>
<p>15. Qualification Documents, Technical</p>	<p>15.1 The Qualification Documents and Technical Proposal shall not include any financial information. A Qualification</p>

<p>Proposal Format and Content</p>	<p>Documents and Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.1.1 Agency shall not propose alternative Key Personnel. Only one CV shall be submitted for each Key Expert position as indicated in the TOR. Failure to comply with this requirement will make the Proposal non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Agency is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the Data Sheet and using the Standard Forms provided in Section 3 of the RFP.</p>
<p>16. Financial Proposal</p>	<p>16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Personnel and Non-Key Personnel, (b) reimbursable expenses indicated in the Data Sheet.</p>
<p>a. Price Adjustment</p>	<p>16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the Data Sheet.</p>
<p>b. Taxes</p>	<p>16.3 The Agency and its Sub-Agency and Personnel are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Client's country is provided in the Data Sheet.</p>
<p>c. Currency of Proposal</p>	<p>16.4 The Agency may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.</p>
<p>d. Currency of Payment</p>	<p>16.5 Payment under the Contract shall be made in the currency of client's country.</p>
<p>17. Earnest money Deposit</p>	<p>17.1 An EMD amount as indicated in the Data Sheet to be deposited electronically through https://mahatenders.gov.in</p> <p>17.2 Proposals not accompanied by EMD shall be rejected as non-responsive.</p> <p>17.3 No interest shall be payable by the Client for the sum deposited as earnest money deposit.</p> <p>17.4 The EMD of the unsuccessful bidders would be returned back</p> <p>17.5 The EMD of the successful bidder would retained by the Authority as part of Performance Security. The successful bidder shall provide additional amount equal to the difference between the EMD and the Performance Security as Performance Security.</p>

<p>18. The EMD shall be forfeited by the Client in the events</p>	<p>18.1 If Proposal is withdrawn during the validity period or any extension agreed by the Agency thereof.</p> <p>18.2 If the Proposal is varied or modified in a manner not acceptable to the Authority after opening of Proposal during the validity period or any extension thereof.</p> <p>18.3 If the Agency tries to influence the evaluation process.</p> <p>18.4 If the First ranked Agency withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the Agency).</p>
<p>19. Bid documents and Processing Fees</p>	<p>19.1 All Agency are required to pay amount as indicated in the Data Sheet towards the cost of Bid documents and Bid Processing Fees as follows:</p> <ul style="list-style-type: none"> a. Bid Documents and Bid Processing fee shall be paid online and receipt of the same shall be submitted along with qualification document. b. The Bid Documents fee and Bid Processing Fee is Non-Refundable. <p>19.2 Please note that the Proposal, which does not include the Bid Documents fee and bid processing fees, would be rejected as non-responsive.</p>
<p>C. Submission, Opening and Evaluation</p>	
<p>20. Submission, Sealing, and Marking of Proposals</p>	<p>20.1 The Agency shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission shall be physically (hard Copy) as well as online.</p> <p>20.2 An authorized representative of the Agency shall sign the original submission letters in the required format for the Qualification Documents, Technical Proposal and the Financial Proposal and shall initial all pages as required. The authorization shall be in the form of a written power of attorney attached to the Qualification Documents Proposal.</p> <p>20.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>20.4 The signed Proposal shall be marked “Original”, and its copies marked “Copy¹” as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p>

¹ Copy means photo copy(ies) of the original proposal.

	<p>20.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “Technical Proposal”, “Agency for Preparation of Communication Plan and IEC Strategy and provide Implementation Support for Improvement of Solid Waste Management in Solapur City.”, reference number, name and address of the Agency, and with a warning “Do Not Open until <i>[insert the date and the time of the Technical Proposal submission deadline]</i>.”</p> <p>20.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “Financial Proposal” followed by the name of the assignment, reference number, name and address of the Agency, and with a warning “Do Not Open With The Technical Proposal.”</p> <p>20.7 The sealed envelopes containing the Qualification Documents, Technical and Financial Proposals shall be placed into one outer envelope and sealed (physically as well digitally as applicable). This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Agency’s name and the address, and shall be clearly marked “Do Not Open Before <i>[insert the time and date of the submission deadline indicated in the Data Sheet]</i>”.</p> <p>20.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>20.9 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Client no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.</p>
<p>21. Confidentiality</p>	<p>21.1 From the time the Proposals are opened to the time the Contract is awarded, the Agency should not contact the Client on any matter related to its Qualification Documents, Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Agency who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>21.2 Any attempt by Agency or anyone on behalf of the Agency to influence improperly the Client in the evaluation of the</p>

	<p>Proposals or Contract award decisions may result in the rejection of its Proposal.</p> <p>21.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Agency wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
<p>22. Performance Security</p>	<p>22.1 The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security in the form of bank guarantee shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, <i>inter alia</i>, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:</p> <ul style="list-style-type: none"> (a) if an Applicant engages in any of the Prohibited Practices specified in Clause 5 of this RFP; (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 3 of this RFP; and (c) if the selected Applicant commits a breach of the Agreement. <p>22.2 An amount equal to 5% (Five per cent) of the agreement value shall be deemed to be the Performance Security for the purposes of this Clause 22, which may be forfeited and appropriated in accordance with the provisions hereof.</p>
<p>23. Opening of Technical Proposals</p>	<p>23.1 The Client's evaluation committee shall conduct the opening of the Qualification Documents & Technical Proposals in the presence of the Agency' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 26 of the ITA.</p> <p>23.2 At the opening of the Qualification Documents Proposals the following shall be read out:</p> <p>23.3 the name and the country of the Agency</p> <p>23.4 the presence or absence of a duly sealed envelope with the Financial Proposal;</p>

	<p>23.5 any modifications to the Proposal submitted prior to proposal submission deadline; and</p> <p>23.6 any other information deemed appropriate or as indicated in the Data Sheet.</p>
24. Proposals Evaluation	<p>24.1 Subject to provision of Clause 15.1 of the ITA, the evaluators of the Qualification Documents and Technical Proposals shall have no access to the Financial Proposals until the Qualification Documents & technical evaluation is concluded.</p> <p>24.2 The Agency is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITA. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Qualification documents, Technical and Financial Proposals.</p>
25. Evaluation of Qualification Documents and Technical Proposals	<p>25.1 The Client's evaluation committee shall evaluate the Qualification Documents and Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Firstly each responsive proposal's Qualification Documents shall be evaluated. The Agency whosoever qualifies in the Qualification Documents their technical proposals shall be evaluated. Each qualified proposal in Qualification Documents will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p>
26. Financial Proposals for QBS	<p>26.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Agency is invited to negotiate the Contract.</p> <p>26.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Agency is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.</p>
27. Public Opening of Financial Proposals (for QCBS, methods)	<p>27.1 After the technical evaluation is completed, the Client shall notify those Agency whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Agency's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will not be opened online. The Client shall simultaneously notify in writing those Agency that have</p>

	<p>achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Agency sufficient time to make arrangements for attending the opening. The Agency’s attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Agency’s choice.</p> <p>27.2 The Financial Proposals shall be opened by the Client’s evaluation committee at the date and time in the presence of the representatives of those Agency whosoever shall be present and whose proposals have passed the minimum technical score. At the opening, the names of the Agency, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Agency who submitted Proposals and/or uploaded on the Client’s web site.</p> <p>27.3 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.</p>
<p>28. Correction of Errors</p>	<p>28.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.</p>
<p>a. Time-Based Contracts</p>	<p>I. If a Time-Based contract linked with performance form is included in the RFP, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal,</p>

	<p>apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p>
29. Taxes	29.1 The Client’s evaluation of the Agency’s Financial Proposal shall exclude taxes and duties in the Client’s country in accordance with the instructions in the Data Sheet.
30. Conversion to Single Currency	30.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.
31. Combined Quality and Cost Evaluation	
a. Quality- and Cost-Based Selection (QCBS)	31.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Agency achieving the highest combined technical and financial score will be invited for negotiations.
D. Negotiations and Award	
32. Negotiations	<p>32.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Agency’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Agency.</p> <p>32.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Agency’s authorized representative.</p>
a. Availability of Key Personnel	<p>32.3 The invited Agency shall confirm the availability of all Key Personnel included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITA. Failure to confirm the Key Personnel’ availability may result in the rejection of the Agency’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Agency.</p> <p>32.4 Notwithstanding the above, the substitution of Key Personnel at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Agency, including but not limited to death or medical incapacity. In such case, the Agency shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.</p>

<p>b. Technical negotiations</p>	<p>32.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client’s inputs, the special conditions of the Contract, and finalizing the “Description of Services” part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.</p>
<p>c. Financial negotiations</p>	<p>32.6 The negotiations include the clarification of the Agency’s tax liability in India and how it should be reflected in the Contract.</p> <p>32.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.</p>
<p>33. Conclusion of Negotiations</p>	<p>33.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Agency’s authorized representative.</p> <p>33.2 If the negotiations fail, the Client shall inform the Agency in writing of all pending issues and disagreements and provide a final opportunity to the Agency to respond. If disagreement persists, the Client shall terminate the negotiations informing the Agency of the reasons for doing so. The Client will invite the next-ranked Agency to negotiate a Contract. Once the Client commences negotiations with the next-ranked Agency, the Client shall not reopen the earlier negotiations.</p>
<p>34. Award of Contract</p>	<p>34.1 After completing the negotiations the Client shall sign the Contract; publish the award information as per the instructions in the Data Sheet; and promptly notify the other technically qualified Agency or upload the detail on the website.</p> <p>34.2 The Agency is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>

Instructions to Agency

E. Data Sheet

A. General	
ITA Clause Reference	
2.1	<p>Name of the Client: <i>Solapur City Development Corporation Limited</i> (SCDCL) represented by the Chief Executive Officer.</p> <p>Method of selection: Quality and Cost Based Selection. (QCBS)</p>
2.2	<p>Financial Proposal to be submitted together with Qualification Documents and Technical Proposal: No (to be submitted online only)</p> <p>The name of the assignment is: Selection of Agency for Designing Communication Plan and IEC Strategy and provide Implementation Support for Improvement of Solid Waste Management in Solapur City.</p>
2.3	<p>A pre-bid meeting will be held: Yes</p> <p>Date of pre-bid meeting: 14/12/2017</p> <p>Time: 03:00 PM</p> <p>Address: Meeting Room, Solapur City Development Corporation Ltd, New planning Bhavan, Near Dhooth Dairy, Saat Rasta, Solapur</p> <p>E-mail: solapurcitydcl@gmail.com;</p> <p>Contact : 0217-2318800</p>
2.4	<p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</p> <ol style="list-style-type: none"> 1. Smart City Proposal for Solapur city (available online here) 2. Detailed Project report for Solid Waste Management in the City prepared under CBUD program of Ministry of Urban Development, Government of India. 3. City Development Plan 2041 <p>Clarifications may be requested as per Clause 13.1 of Data Sheet</p>

B. Preparation of Proposals	
9.1	<p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English Language.</p> <p>All correspondence exchange shall be in English Language.</p> <p>No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of all the relevant passages in English by approved/authorized/licensed translator², in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.</p>
10.1	<p>The Proposal shall comprise the following:</p> <p>Qualification Documents</p> <p>1st Inner Envelope (Envelope-A)</p> <ol style="list-style-type: none"> (1) Letter of Submission of Proposal – APPENDIX - 1 (2) Power of Attorney to sign the Proposal – APPENDIX – 2 (3) Financial Qualification Forms – APPENDIX – 3 (4) Technical Qualification Forms – APPENDIX – 4 (5) Affidavit Certifying that Agency (Firm)/ Director(s) of agency are not blacklisted. – APPENDIX - 5 (6) Tender/ Processing Fee - Online payment Receipt <p>AND</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u></p> <p>2nd Inner Envelope (Envelop-B)</p> <ol style="list-style-type: none"> (1) TECH-1 (2) TECH-2 (3) TECH-3

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

	<p>(4) TECH-4 (5) TECH-5 (6) TECH-6 (7) TECH-7 (8) TECH-8 AND 2nd Inner Envelope with the Financial Proposal (online only): (1) Financial Proposal (2) Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
10.2	Statement of Undertaking is required : No
11.1	<p>Joint venture (JV) Not Allowed Consortium: Not Allowed Participation of Key Personnel and Non-Key Personnel in more than one Proposal is permissible : No</p>
12.1	Proposals must remain valid for 180 (one hundred and eighty) calendar days after the proposal submission deadline.
12.9	Replacement of the Agency : Not Allowed
13.1	<p>Clarifications, in MS Excel format only, may be requested no later than 3 (three) days prior to the pre-bid meeting date. The contact information for requesting clarifications is E-mail: solapurcitydcl@gmail.com;</p>
14.1.2	As per the Detail provided in the TOR.
15.2	The format of the Technical Proposal to be submitted is: Full Technical proposal (FTP).

	Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	Reimbursable Expenses: Nil
16.2	A price adjustment provision applies to remuneration rates: No
16.3	Amount payable by the Client to the Agency under the contract to be subject to local taxation: Yes The Client will - reimburse the Agency for indirect local taxes (including service tax, GST) and duties as per SCC Clause 39.1, 39.2 and 39.3 – Yes - reimburse the Agency income tax paid in India on the remuneration for services provided by the non-resident staff of the Agency – No
16.4	The Financial Proposal shall be stated in the following currencies: Agency may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies. The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes
17.1	An EMD of INR. 20,000 (Indian Rupees Twenty thousand) to be paid online through www.mahatenders.gov.in
19.1	Bid Documents and bid processing fee INR. 5, 900 (Indian Rupees five thousand nine hundred only) including GST. Shall be paid online.
C. Submission, Opening and Evaluation	
20.1	The Agency shall submit their Proposals Physically (Hard Copy) as well as online as per clause 20.4 of the data Sheet. Note to the Agency for e tendering: a) In participation in e-tendering of Authority, it is mandatory for prospective Agency to get registered on website www.mahatender.gov.in Thus, it is advised to all prospective Agency to get registration by making on line registration fees.

	<p>b) It is mandatory that the Agency are required to sign their bids online using class-III Digital Signature Certificates, so the same should be obtained the same at the earliest if not obtained already..</p> <p>c) For further information regarding issue of Digital Signature Certificate, the Agency may visit website www.mahatender.gov.in It is to be noted that it may take up to 7 to 10 working days for issue of Digital Signature Certificate. Authority shall not be responsible for any delay in issue of Digital Signature Certificate.</p> <p>d) If Agency is bidding first time for e-tendering, then it is obligatory on the part of Agency to fulfill all formalities such as registration, obtaining Digital Signature Certificate etc. well in advance.</p> <p>e) Agency must positively complete online e-tendering procedure at www.mahatender.gov.in</p> <p>f) For any type of clarifications Agency can visit www.mahatender.gov.in help desk contact no. +919881044457.</p> <p>g) The proposals shall be submitted physical as well as online only as indicated above.</p> <p>h) The original proposal, both technical and Financial Proposals shall contain no interlineations or overwriting, except as necessary to correct errors made by the Agency themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be submitted as per the formats provided in the RfP.</p> <p>i) An authorized representative of the Agency shall initial all pages of the original Technical Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The Technical Proposal shall be submitted in Physical form in original and the scanned copy of the original in pdf form shall be uploaded on the Authorities website duly digitally signed. The signed Technical Proposal shall be marked "ORIGINAL". The financial Proposal shall be submitted online only and shall be signed digitally.</p> <p>j) The original Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" followed by the name of the Assignment/job. The envelopes containing the Technical</p>
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	<p>Proposals, EMD, cost of bid documents & Bid processing fee, power of authority shall be placed into an outer envelope and sealed physically as well as digitally as applicable. The technical proposal, EMD, power of authority , document fee and processing fee shall be submitted in Physical form (hard copy) along with 1 copy and scanned copy of the technical proposal and EMD, power of authority shall be submitted online be sealed digitally³. The Financial Proposal shall be submitted online only and shall be sealed digitally. This outer envelope of the physical submission shall bear the submission address, name of assignment/reference number be clearly marked “DO NOT OPEN, BEFORE [<i>insert the time and date of the opening indicated in the Data sheet/key dates</i>]”. The Authority shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted online digitally sealed, this will constitute grounds for declaring the Proposal non-responsive.</p> <p>k) The Proposals must be sent to the address/addresses indicated in the Data sheet and received by the Authority no later than the time and the date indicated in the Data sheet, or any extension to this. Any proposal received by the Authority after the deadline for submission shall be returned unopened.</p>
<p>20.4</p>	<p>The Agency must submit the following:</p> <p>Physical Submission: One Original and 1 (One) copy of the original Qualification Documents and Technical Proposal</p> <p>Qualification Documents and Technical proposals: Original and 1 (one) Copy, EMD paid receipt, Power of Authority, Bid documents and Bid Processing Fees receipt.</p> <p>Online submission</p> <p>(a) Scanned copy of original Qualification Documents and Technical proposal, EMD, Power of Authority, Bid documents and Bid Processing Fees in format as prescribed on the online tender portal.</p> <p>(b) Financial Proposal</p>

³ If in case there is any discrepancy in the tender documents submitted online and in the hard copy, the online submission copy will be considered final.

<p>20.7 and 20.9</p>	<p>The Proposals must be submitted no later than:</p> <p>Date: 30/12/2017.</p> <p>Time: 15:00 Local Time</p> <p><i>[add translation of the warning marking [“Do not open....”] in the national language to the outer sealed envelope]</i></p> <p>The Proposal submission address is:</p> <p>Physical Submission : Solapur City Development Corporation Limited New Planning Office, Near Doodh Dairy, Saat Rasta, Solapur-413001. Solapur Maharashtra (INDIA) Pin 413001</p>
<p>23.1</p>	<p>An online option of the opening of the Technical Proposals is offered: Yes as per clause 20.1 of the Data Sheet.</p> <p>The opening shall take place at: Solapur City Development Corporation Limited New Planning Office, Near Doodh Dairy, Saat Rasta, Solapur-413001. Maharashtra (INDIA) Pin 413001</p> <p>Date: 02/01/2018 Time: 16:00 Local Time</p>
<p>23.2</p>	<p>In addition, the following information will be read aloud at the opening of the Technical Proposals N/A</p>
<p>25.1</p>	<p>Pre-Qualification (Eligibility) Evaluation Criteria (Envelop A):</p> <p>1. Registration:</p> <p>a. The Agency shall be an entity incorporated under the Indian Companies Act 1956/2013 or Societies Registration Act 1860 or Trust Act 1950. The Agency shall be required to submit a true copy of its Incorporation Certificate along with the Proposal and Agency</p>

	<p>must have a valid GST registration in India (in case of agency registered under companies act.)</p> <p>2. Financial Eligibility :</p> <p>a. Minimum Average Annual Turnover from similar Services: Indian Rupees (INR) 10 lakh in the last three financial year preceding the Proposal Submission Date.</p> <p>3. Technical Eligibility:</p> <p>a. The Agency should possess at least One year experience in the field of developing and implementation of communication/media strategies in the field of Sanitation / Solid Waste Management communication at urban local body level.</p> <p>b. The agency should have the experience of working for Central / State Government / Public Sector Undertaking / Autonomous Bodies under Central or State Governments. It should have executed at least 2 projects on development communication for Sanitation / Solid Waste Management sector in the last THREE years.</p> <p>c. The agency should not have been blacklisted by any Central/State government/ Public Sector Undertaking/autonomous bodies under Central and State Governments in India.</p> <p>d. The agency should have the resources to develop and analyse communication strategies.</p> <p>e. The agency should have or be able to set full-fledged office in Maharashtra with infrastructure and man power/creative personnel.</p> <p>f. The Bidder shall, have adequate staff strength (minimum 20) and experts having experience and professional qualification. The agency should furnish the complete details of the experts along with an undertaking from the core team of their availability throughout the project period. The core expert team to be deployed for the project should comprise :</p> <p>1. Director cum Advisor (Msc in Environment Science/Post Graduate in Urban Planning with more than 10 years of experience.)(Shall spend minimum 60 days per year on the project onsite)</p>
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	<ol style="list-style-type: none">2. SWM Project Manager (Behavior Change) Onsite (Post Graduate, 5-7 years' experience in managing projects and programs.)3. Communication professional -Onsite (with at least 3-5 years of experience in development communication in Sanitation and Solid Waste Management sector)4. Media Advisor Cum IEC material developer-Onsite Post Graduate in Mass Media, 3-5 years of relevant domain experience5. Zone Coordinator cum Supervisors – Onsite (Post Graduate, 3-5 years of experience in planning, implementation, assessing, monitoring, and mitigating impacts of programs/projects or planning, implementation, assessing, monitoring the consultation/ communication campaign/opinion pooling etc.)6. MIS and Documentation Expert Onsite (Msc. Computer, 3 years of experience in data management with good working knowledge of MS Office.)7. Data Entry Operator- Onsite (Graduate, 1 year of experience and good MS Office skills.) <p>4. Disqualification</p> <ol style="list-style-type: none">a. Client may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Agency, under the following circumstances:<ol style="list-style-type: none">1. The agency has submitted the proposal documents after the response deadlines;2. The agency has been involved in litigation that may have an impact of affecting or compromising the delivery of services as required under this Expression of Interest and in the execution of the contract;3. The agency has made misleading or false representations in the forms, statements and attachments submitted in the Expression of Interest;4. The agency has exhibited a record of poor performance such as abandoning works, not completing the contractual obligations properly, inordinately delaying completion of projects or financial failures, etc. in any project in the preceding FIVE years;5. The agency has submitted a proposal that is not accompanied by required documents or is non-responsive;
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	<p>6. The agency has failed to provide clarifications related thereto, when sought;</p> <p>7. The agency has been blacklisted by any Central/State Government/ Public Sector Undertaking/Autonomous Organisation under Central/State Government.</p> <p>8. The agency has submitted more than one Proposal (without withdrawing previous proposals).</p> <p>9. Any form of canvassing and attempt to influence the bidding process.</p>		
	<p>5. Technical Proposal Evaluation Criteria (Envelop B): Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p>		
	Sr No	Criteria	Marks
	A	Qualification of the Bidder	40
	1.	<p>(A) Experience of the Bidders in Terms of Years of Experience – 5 Marks</p> <ul style="list-style-type: none"> • Under 3 years – 1 Marks • 3 years to 5 Years- 3 Marks • 5 years and above – 5 Marks <p>(B) Financial Capability in terms of Annual Turnover in INR – 10 Marks</p> <ul style="list-style-type: none"> • Up to 10 lakh – 1 Mark • 10 to 15 lakh – 3 Marks • 15 lakh and More – 5 Marks 	10
	2.	Specific experience of the Agency firm relevant to the assignment / Job especially in areas covering improvement of Sanitation and Solid Waste Management (including on-site implementation support) – 10 Marks for each project (Max 30 Mark)	30
	B	<p>Adequacy of the proposed methodology and work plan with Presentation in responding to the Terms of Reference</p> <ul style="list-style-type: none"> • Understanding of Objectives – 5 Marks 	30

		<ul style="list-style-type: none"> • Quality of proposed approach and methodology – 10 marks • Innovativeness (Comments to the TOR) – 5 Marks • Project Work Plan – 5 marks 	
	C	1. Key professional staff qualifications and competence for the assignment – Refer Section 8 Clause No. 3 Details of the Key Personals for qualification details	30
	1	Director cum Advisor (Msc in Environment Science/Post Graduate in Urban Planning with more than 10 years of experience.)	7
	2	SWM Project Manager (Behavior Change) Onsite (Post Graduate, 5-7 years' experience in managing projects and programs.)	3
	3	Communication professional (with at least 3 years of experience in development communication in Sanitation and Solid Waste Management sector)	3
	4	Media Advisor Cum IEC material developer-Onsite Post Graduate in Mass Media, 3-5 years of relevant domain experience	3
	5	Zone Coordinator cum Supervisors – Onsite (Post Graduate, 3-5 years of experience in planning, implementation, assessing, monitoring, and mitigating impacts of programs/projects or planning, implementation, assessing, monitoring the consultation/ communication campaign/opinion pooling etc.)	8
		MIS and Documentation Expert Onsite (Msc. Computer, 3 years of experience in data management with good working knowledge of MS Office.)	3

	Data Entry Operator Onsite (Graduate, 1 year of experience and good MS Office skills.)	3
	GRAND TOTAL	100
	<p>For all the above positions</p> <p>1) General qualifications (education, trainings): 20%</p> <p>2) Adequacy for the Assignment (relevant experience in the sector/similar assignments): 80%</p> <p>Total weight 100%</p> <p>Total points for the criteria: 100</p> <p>The minimum technical score (St) required to pass is: 60</p>	
27.1 & 27.2	<p>An online option of the opening of the Financial Proposals is offered: Yes</p> <p>Financial proposal shall be opened online only.</p>	
29.1	<p>For the purpose of the evaluation, the Client will consider the total cost as per FIN-2 and it shall exclude:</p> <p>(a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, GST or similar taxes levied on the contract's invoices; and</p> <p>(b) all additional local indirect tax on the remuneration of services rendered by non-resident Personnel in the Client's country. If is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Agency and which taxes are withheld and paid by the Client on behalf of the Agency.</p>	
30.1	<p>The single currency for the conversion of all prices expressed in various currencies into a single one is: <u>Indian Rupees</u></p> <p>The official source of the selling (exchange) rate is: <u>State Bank of India [SBI] (New Delhi) BC Selling rate of Exchange.</u></p> <p>The date of the exchange rate is: Dead line for submission of proposals specified in para 20.7 above.</p>	
31.1	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p>	

<p>(QCBS only)</p>	<p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following: $Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration. The weights given to the Technical (T) and Financial (P) Proposals are: T = 0.7, and P = 0.3 Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
	<p>D. Negotiations and Award</p>
<p>32.1</p>	<p>Expected date and address for contract negotiations: Date and Address shall be intimated to the selected bidder</p>
<p>33.1</p>	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: Will be done within seven days of completion of contract negotiation</p>
<p>34.2</p>	<p>Expected date for the commencement of the Services: within 07 (Seven) days from signing of Contract at: Solapur (Maharashtra)</p>

Section 3. Qualification documents and Technical Proposal – Standard Forms

QUALIFICATION DOCUMENTS

APPENDIX-1 : QUALIFICATION DOCUMENTS PROPOSAL SUBMISSION FORM [On the Letter head of the Applicant]

{Location, Date}

To:

**Chief Executive Officer,
Solapur City Development Corporation Limited
New Planning Office, Near Doodh Dairy, Saat Rasta,
Solapur-413001.
Maharashtra (INDIA)
Pin 413001**

Ref: RfP for Selection of Agency for Designing Communication Plan and IEC Strategy and provide Implementation Support for Improvement of Solid Waste Management in Solapur City.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Designing Communication Plan and IEC Strategy and provide Implementation Support for Improvement of Solid Waste Management in Solapur City of Maharashtra in accordance with your Request for Proposals dated [Insert Date] and our Proposal for QCBS method of selection. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate sealed envelope”.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.

- (c) We have no conflict of interest in accordance with ITA 3.
- (d) We meet the eligibility requirements as stated in ITA 6, and we confirm our understanding of our obligation to abide by the Client's policy in regard to corrupt and fraudulent practices as per ITA 5.
- (e) We, along with any of our suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by a any State Government or Government of India or any multilateral funding agency or any Government of the all the eligible countries.
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of India.
- (g) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Personnel. We accept that the substitution of Key Personnel for reasons other than those stated in ITA Clause 12 and ITA Clause 28.4 may lead to the termination of Contract negotiations.
- (h) We confirm that our Application is valid for a period of 180 (one hundred and Eighty) days from 30/12/2017 (Application submission online Due Date)
- (i) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature **{In full and initials}**: _____

Name and Title of Signatory: _____

Name of Agency (company's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

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

(On Non – judicial stamp paper of Rs 100/- or such equivalent amount and Document duly attested by notary public)

Power of Attorney

Know all men by these presents, we (Name and address of the registered office) do hereby constitute, appoint and authorise Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our application for Appointment of Agency for Designing Communication Plan and IEC Strategy and provide Implementation Support for Improvement of Solid Waste Management in Solapur City (**the “Project”**), including signing and submission of all documents and providing information / responses to SCDCL , representing us in all matters before SCDCL, and generally dealing with SCDCL in all matters in connection with our bid for the said Project.

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

For _____

(Signature)

(Name, Title and Address)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

Note: .

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *In case the Application is signed by an authorized Director of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*

APPENDIX – 3 Financial Qualification of the Applicant

S. No.	Financial Year	Annual Turnover (Rs.)	Net Profit
1	Financial Year 2012-13		
2	Financial Year 2013-14		
3	Financial Year 2014-15		
4	Financial Year 2015-16		
5	Financial Year 2016-17		

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

Name of the auditor issuing the certificate

Name of the auditor's Firm:

Seal of auditor's Firm:

Date:

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

APPENDIX – 4 TECHNICAL QUALIFICATIONS EXPERIENCE

[The following table shall be filled in for the Agency]

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

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

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

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

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

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

Duration	Assignment name/ & brief description of main deliverables/outputs	Name of Client & Country of Assignment	Approx. Contract value (in INR. equivalent)/ Amount paid to your firm	Role on the Assignment	Certificate from the client provided
					b. Copy of completion certificate; [Issued by Competent Authority]

(Name and Sig of Authorized Signatory)

Note: Completion certificate from respective Authority covering Scope, Cost and project duration shall be enclosed for all Assignments being submitted for evaluation.

**APPENDIX 5: FORMAT FOR AFFIDAVIT CERTIFYING THAT AGENCY (FIRM)/
DIRECTOR(S) OF FIRM ARE NOT BLACKLISTED**

(On a Stamp Paper of relevant value)

Affidavit

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

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

Dated thisDay of, 201....

Name of the Applicant

.....
Signature of the Authorised Person

.....
Name of the Authorised Person

Technical proposal Submission Forms

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

CHECKLIST OF REQUIRED TECHNICAL PROPOSAL FORMS

Required for FTP or STP (√)		FORM	DESCRIPTION	Page Limit
FTP	STP			
√	√	TECH-1	Technical Proposal Submission Form.	
√		TECH-2	Agency's Organization and Experience.	
√		TECH-2A	A. Agency's Organization	
√		TECH-2B	B. Agency's Experience	
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
√		TECH-3A	A. On the Terms of Reference	
√		TECH-3B	B. On the Counterpart Staff and Facilities	
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	√	TECH-5	Work Schedule and Planning for Deliverables	
√	√	TECH-6	Team Composition, Key Personnel Inputs, and attached Curriculum Vitae (CV)	
√	√	TECH-7	Assignment Details format	
√	√	TECH-8	Statement of Legal Capacity	

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

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

**Chief Executive Officer
Solapur City Development Corporation Limited
New Planning Office, Near Doodh Dairy, Saat Rasta,
Solapur-413001.
Maharashtra (INDIA)
Pin 413001**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Designing Communication Plan and IEC Strategy and provide Implementation Support for Improvement of Solid Waste Management in Solapur City of Maharashtra in accordance with your Request for Proposals dated [Insert Date] and our Proposal for QCBS method of selection. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate sealed envelope”.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITA 3.
- (d) We meet the eligibility requirements as stated in ITA 6, and we confirm our understanding of our obligation to abide by the Client’s policy in regard to corrupt and fraudulent practices as per ITA 5.
- (e) We, along with any of our sub-Agency, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that

is subject to, a temporary suspension or a debarment imposed by a any State Government or Government of India or any multilateral funding agency or any Government of the all the eligible countries.

- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of India.
- (g) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Personnel. We accept that the substitution of Key Personnel for reasons other than those stated in ITA Clause 12 and ITA Clause 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Agency:

Address: _____

Contact information (phone and e-mail): _____

FORM TECH-2

AGENCY'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Agency's organization and an outline of the recent experience of the Agency that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Agency's Key Personnel and Sub-Agency who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-Agency, the amount paid to the Agency), and the Agency's role/involvement.

A – Organization Details

1. Provide here a brief description of the background and organization of your company/NGO,
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Agency's Experience

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

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

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

Note: Completion certificate from respective Authority covering Scope, Cost and project duration shall be enclosed for all Assignments being submitted for evaluation.

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

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

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

A - On the Terms of Reference

{Improvement to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

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

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

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

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

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

- a) Technical Approach, Methodology and presentation
- b) Work Plan
- c) Organization and Staffing}

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

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

FORM TECH-5 (FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

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

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



FORM TECH-6 (FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY PERSONNEL' INPUTS

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

	Subtotal			
	Total			

- 1 For Key Personnel, the input should be indicated individually for the same positions as required under the Data Sheet ITA21.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the Project Office at Solapur (Maharashtra), India in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence but not at Project Office i.e. not physically present in Solapur (Maharashtra), India.

Full time input 
 Part time input 

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

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

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

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

Period	Employing organization and your title/position. Contact info for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/Agency to... For references: Tel...../e-mail.....; Mr. Hbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

FORM TECH 7
ASSIGNMENT DETAILS OF THE BIDDER

Assignment Name:	Project Cost:
Country: Location within the Country:	Duration:
Name of Client:	Total No. of person-months of the assignment:
Address of Client:	Approx. value of the services provided by your firm under the contract (in current Rs):
	No. of person-months provided by your firm:
Start Date (month/year): Completion Date (month/year):	No. of professional person-months provided by the JV partners or the Sub-Agency:
Name of associated Agency, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader): Project Leader : Project Manager : Team Members :
Narrative description of Project in brief:	
Description of actual services provided by your firm in the assignment:	
Name of Firm:	

FORM – TECH 8
STATEMENT OF LEGAL CAPACITY
(To be forwarded on the letterhead of the Bidder)

Reference Date:

To

.....
.....
.....

Sub: RFP for selection of Agency for Designing Communication Plan and IEC Strategy and provide Implementation Support for Improvement of Solid Waste Management in Solapur City.

Dear Sir,

I/We hereby confirm that we, [Insert Bidder's name] satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (Insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of [Insert Bidder's name] 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, designation of the authorised signatory)

For and on behalf of

Section 4. Financial Proposal - Standard Forms

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

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

Financial Proposal

FORM FINANCIAL PROPOSAL (ONLINE ONLY)

Date:

Place:

To
The Chief Executive Officer
Solapur City Development Corporation Limited
New Planning Office, Near Doodh Dairy, Saat Rasta,
Solapur-413001.
Maharashtra (INDIA)
Pin 413001

Dear Sir,

Sub: “Proposal for Appointment of Agency for Designing Communication Plan and IEC Strategy and provide Implementation Support for Improvement of Solid Waste Management in Solapur City”

Please find enclosed our Financial Proposal in respect of the project “Appointment of Agency for Designing Communication Plan and IEC Strategy and provide Implementation Support for Improvement of Solid Waste Management in Solapur City” in response to the Request for Proposal (“RFP”) Document issued by the Authority dated ___ 2017.

S No	Particulars	Amount (Rupees in numbers)	Amount (Rupees in words)
1	Total fee or remuneration <i>Excluding all taxes applicable</i>		

Authorized Signature.....

Name.....

Designation.....

Name of the firm.....

Address.....

Section 5. Eligible Countries

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

Section 6. Corrupt and Fraudulent Practices

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

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

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

Section 7. Miscellaneous

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State of Maharashtra in which SCDCL has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

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
- b) Selection Process or modify the dates or other terms and conditions relating thereto;
- c) consult with any Bidder in order to receive clarification or further information;
- d) retain any information and/or evidence submitted to SCDCL by, on behalf of and/or in
- e) relation to any Bidder; and/or
- f) 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

It shall be deemed that by submitting the Proposal, the Bidder agrees and releases 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.

All documents and other information supplied by SCDCL or submitted by a Bidder shall remain or become, as the case may be, the property of SCDCL. SCDCL will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential

SCDCL reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

Section 8. Terms of Reference

1. Project Background Information

Solapur City encompasses an area of 178.57 km² and as per Census 2011, City's population is 9.51 Lakh. City's has adopted to become a Clean Efficient Progressive under Smart Cities Mission. The City today is desirous to achieve a clean city status through active citizen engagement in managing the waste generated in the city. Public awareness and community participation in support of SWM are substantially weak in Solapur. City is taking several measures for better management of waste generated in the city under Swachh Bharat Mission. However, there is still a lack of knowledge from the public about the methods and ways for Integrated Solid Waste Management (ISWM).

City is required to set up facilities for the disposal of Municipal Solid Waste (MSW) in a scientific manner in accordance with the Solid Waste Management Rules-2016. A key strategy under SBM -IEC is behavior change communication to ensure that sanitation as an issue is mainstreamed with the general public at large and should cover issues of open defecation, prevention of manual scavenging, hygiene practices, proper use and maintenance of toilet facilities (household, community or otherwise), etc., and its related health and environmental consequences. Communication material for behavior change under this assignment shall be designed in consultation with the M/o Information and Broadcasting, M/o Health & Family Welfare, and should be in sync with the material being used under SBM (Rural).

2. General Objective of the Services

Within the context of the project "Improved Solid Waste Management in Solapur", the SCDCL envisages to adopt and implement a new approach towards waste management and public sanitation and desires to provide a clean city and better public and community sanitation facilities to its citizens. In order to achieve this objective, the SCDCL wishes to contract the services of a company/NGO to prepare a communication and management plan and raise awareness on the general concepts of ISWM in accordance to the SWM Rules 2016 in the host communities of Solapur City.

3. Scope and Methodology

In its proposal, the Agency is requested to provide a preliminary project work plan explaining the implementation of the below phases (a GANTT chart showing detailed list of tasks, duration and schedule per task and allotted resources per task shall be included in the proposal). It shall also include the Agency's resources as well as other dependencies which affect the project duration. In that respect, the plan shall clearly specify the input (human resources, material etc.)

Upon contract award, the Agency shall provide SCDCL with a revised project work plan, if necessary. Once agreed upon, the new detailed plan shall be adopted and shall form the basis for project supervision and monitoring. The Agency is expected to:

TASK – I – DEVELOPMENT OF COMMUNICATION PLAN AND IEC STRATEGY

- 1) Identifying the different segments of stakeholders and conducting a comprehensive Communication Needs Assessment in relation to the Objectives and Strategy for improvement of the Sanitation and Solid Waste Management scenario in the City.
- 2) Drawing up a detailed implementable communications strategy for the SMC based on the Communication Needs Assessment and to ensure achievement of the IEC objectives indicated above within the framework of SMC's Objectives for improvement of Sanitation and Solid Waste Management scenario in the city.
- 3) The Plan shall include a range of materials, activities, and approaches as part of an IEC campaign. It is important that citizens / individuals have some materials they can reference

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- privately. In addition, the Agency will promote social awareness and community change by putting posters and other visuals in public places.
- 4) The Communication Strategy shall provide the ways and means of generating awareness regarding the objective to be achieved under this assignment; such ways and means shall include (but not limited to);
- i. **IEC Materials:** - IEC materials to post information in public places, as teaching aids, or to provide information to citizens. These materials include;
 1. Brochures
 2. Posters
 3. Wall calendars
 4. Playing cards
 5. Billboards
 6. Advertisements (posted on public transport vehicles, for example)
 7. Murals
 8. Desktop flip charts (for one-on-one and small group education)
 9. Other materials
 10. Mobile van
 - ii. **Mass Media:** - Mass media is the best form of educational medium. The agency will prepare following mass media content to be shown on television, published in radio and the use of DVDs/VCDs
 1. Programs of short 30 to 60 second public service
 2. Announcements promoting effective solid waste management and sanitation of short five to ten minute mini-dramas, docudramas that range from 25 to 60 minutes, as well as taped musical and theatrical productions.
 3. These can be shown on television, broadcast on radio or shown as a VCD/DVD.
 4. Identify all probable venues of mass gathering in the city where such mass media can be shown for most effective outreach.
 - iii. **Giveaways:** Post assessment of the cost and associated benefits the Agency shall design giveaways such as T-Shirts, Caps, and key chains etc. which communicate a strong message for achievement of the objective.
 - iv. **Community Awareness Events:** Conduct community-wide events or focus on gathering a more targeted group of people. Such community awareness events may include; Rallies, Cycle-o-thon / walk – o – thon, Musical concerts events, health fairs, theoretical performances;
 - v. **Innovative Ideas:** - Mass Short Messaging Service (SMS), Mass Emails, Engaging young population of the city for promoting awards, any other ideas for engaging communities effectively;
- 5) Oversee implementation of communications strategy including the process of engaging specific service-providers, to deliver communication services and products, ensure quality, consistency and coherence among the various services and products and ensure that between them they comprehensively meet the communication needs requirements.
- 6) Design and implement feedback mechanisms to understand the effectiveness of the IEC strategy including holding of surveys, organizing events and implement or oversee organization of such surveys and events.
- 7) Analyze feedback to fine tune the communication needs and solutions or the services and products under the communication strategy.

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- 8) Plan and strategy for door to door collection of solid waste for entire city through comprehensive route mapping (including google map) of primary waste collection vehicles (Ghanta Gadi) and secondary waste collection vehicles (Refuse compactor, transfer station equipment etc.)

Task – II – HANDHOLDING AND IMPLEMENTATION SUPPORT

I. Identification of Stakeholders

1. Officials from SMC managing SWM in the City and officials from Swachh Bharat Mission Cell
2. Solapur Bio-Energy Systems Pvt Ltd.
3. NGO/CBO in the city engaged in SWM / to be engaged in SWM
4. Policy Makers / Councilors / City Mayor / Other Political Wing Officials
5. Agencies engaged in SWM directly and indirectly
6. Local Media
7. Waste Generators
8. Rag Picker's Association if any
9. Community Based organization

Note: The Successful Agency shall have to post selection, on immediate basis (within first week of agreement signing), have to conduct a detailed assessment of Stakeholders that shall be involved in this assignment in consultation of SMC and their advisors.

II. Keep stakeholders engaged continuously using a range of communication techniques to appropriately reach out to them (in conformity to the Communication Plan and IEC Strategy)

- a) Assess the socio-cultural profile of the citizens of Solapur and design an IEC Strategy and a detailed implementation plan for the same.
- b) Prepared documentaries and advertisements in four languages (Marathi, Kanada, Telugu and English) for screening in TV, theatres, schools and colleges and through publicity vans for importance of better waste management and segregation of waste.
- c) Prepare awareness creation slides, or movies for screening in local movie theatres.
- d) Develop content and design for advertisements, brochures and pamphlets to create awareness about Solapur Municipal Corporation Solid Waste Management programmes through different media tools.
- e) Create training kit(s), awareness, training and education for various target groups (school students/students from colleges / SMC staff etc.)
- f) Awareness creation plan addressing various target groups on the ill effects of unscientific SWM. E.g., (i) health hazards (ii) aesthetic damage (iii) environmental issues etc.
- g) Undertake house visits and ensure that people understand proper sanitation and garbage disposal techniques as envisaged by the SMC for effective waste management
- h) Undertake school visits to teach and undertake workshops on the importance of cleanliness in their daily lives and importance of waste segregation
- i) Can play a role in the area of personal hygiene, optimum use of potable water, basic sanitation etc.

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- j) Create a SWM profile of Solapur city and prepare micro management plan aimed at providing information to the public on SMC's roles, responsibilities and progress on SWM activities.

III. Adoption of certain areas/ colonies and take responsibility for cleanliness

- a) Design community mobilization plan to take responsibility of ensuring cleanliness in the community and identify communities where on pilot basis the community awareness programs be implemented - This will create examples for other communities.
- b) Awareness creation on the various technical options of solid waste management and exploring the possibility of converting wastes as a resource – assess possibility of decentralized waste processing approach
- c) Ensure the adoption of Proximity theory of SWM. (Scientific disposal of waste at the nearest point of source. E.g., biogas plant at a market; composting at households etc.)
- d) Create awareness regarding provisions of SWM rules, 2016 and ensure training and capacity building of the communities towards adherence to rules, orders and directives and pay for services. (MSW Rules 2016)
- e) Identify the possibilities of vesting the responsibilities of operation and maintenance of community and public toilets within the community for efficient management.
- f) Design a strategy for identification of community leaders which will become messengers of the communication strategy prepared by the Solapur Municipal Corporation.

IV. Set up and Monitoring Waste Management systems

- a) Creating behavioral change (BCC) for scientific waste disposal. This will include (i) adoption of the 4R concept-reduce, reuse, recycle and recover the waste (ii) storage and segregation at source (iii) imbining the civic responsibility of keeping the premises clean (iv) willingness to accept the civic responsibilities of citizens,
- b) Developing a strategy framework is based on three critical behaviors for the Municipal Solid waste Management in the SMC at Household, community and SMC level. These are followings:
 - Collection, segregation & treatment at household level
 - Collection, Segregation & Treatment at community level.
 - Collection, segregation, transportation, treatment and final disposal at SMC level.
- c) Prepare a comprehensive route map, micro planning of primary waste collection vehicles (Ghanta Gadi) for door to door collection, secondary waste collection vehicles (Refuse compactors etc.) across the city and to take approval from concern authority.
- d) Assessing possibility of setting up small scale units for collecting garbage and sorting it into different components for processing – de-centralized segregation stations.
- e) Facilitate workshops on how to recycle and reuse non-biodegradable wastes into livelihood programmes
- f) Conduct research on specific areas to scientifically dispose wastes, improved toilets, improved composting processes etc.
- g) Help societies, colonies setting up unit for decomposing wet waste etc.

V. Integration of informal sector waste management

Informal sector comprising of rag pickers, scrap vendors (Kabadiwalas) play a critical role in managing waste streams in the city. To ensure better segregation of waste it is

essential to engage all such informal sector in main-stream waste management services by the urban local body.

- a) Prepare a baseline profile and identification of the informal sector engaged in the waste management service of Solapur city.
- b) Prepare institutional mechanism for engaging informal sector in main stream waste management for Solapur city.
- c) Formulate and identify a shift wise movement plan for the Rag pickers/ Kawadiwalas (if any)
- d) Formulate a segregation plan for waste segregation

VI. Formulating strategies to be adopted by ULB for successful implementation

- a) Sensitization cum Workshop of town leaders for SMC on SWM. This workshop shall be aimed at sensitization of community leaders and also take their feedback.
- b) These town leaders shall be requested to disseminate the information amongst their community and they will be motivated to spearhead the movement in the town.
- c) This workshop shall also be utilized to identify volunteers dedicated to the cause of MSWM.
 - Sensitization cum workshop of Ward leaders for SWM; this workshop shall be organized 7 – 10 days after the town leaders workshop and shall be aimed at establishing partnerships with the ward level community leaders. Ward level volunteers dedicated to the cause of waste management shall be identified in the workshop.
 - Sensitization cum workshop at community level: it shall be done by way of ward level camps and other community based activities.
 - Training and sensitization of support organization and Volunteers on SMC and Base line survey
- d) Help in building and maintenance of toilets in identified areas (E.g.: OD zones)
- e) Identify open defecation spots, public toilets whose O&M could be privatized.
- f) Designing strategy for maintenance of public / community toilets
- g) Assists and guide SMC, households for 100% segregation and separation of household waste.
- h) Assess the current roles, responsibilities, powers and facilities vested with the Sanitary staff (Health Officer, Zonal Officer, Sanitary Superintendent, Sanitary Inspector, Sanitary labor) and reformulate the roles, power and responsibilities if required
- i) Design uniforms for the SWM staff

Task – III – Capacity Building and Awareness Campaign

Conduct the capacity building programmers of the target segment as identified in the Communication Plan and the IEC strategy. The objective of the Capacity Building program shall be to;

1. Emphasize the effects of inefficient and unsanitary SWM practices on public health and local economy and the environmental hazards related to the current methods;
2. Emphasize that a clean environment is the responsibility and duty of the local community and authorities;
3. Develop a common public understanding regarding SWM and its related impact on public health and the treatment of wastes;
4. Encourage a habit of taking environmentally sustainable choices in every-day life (at an individual and a group level);

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5. Complement the efforts of the concerned communities / officers/ individuals in improving the solid waste disposal practices;
 6. Influence the public to improve ISWM including their daily measure to reduce, reuse, sort solid wastes (when, how), and promote the positive outcomes of the implementation of the waste reduction and recycling plan of action.
 7. Support SMC / SCDCL for any other task related to solid waste management / Swacch Bharat Mission (which is not mentioned above) which may come in the tenure of this contract.

DETAILS OF THE COMMUNICATION MATERIAL TO BE DEVELOPED AND SERVICES TO BE PROVIDED

Note:

- Payment of printing/telecasting of IEC material will be paid separately as per actual after the delivery of the same with prior approval from SCDCL time to time.
- Payment of IEC mobile van will be paid separately as per actual after the delivery of the same with prior approval from SCDCL time to time.

Sr No	Details of the Material	Quantity
A	Print Media	
1	Designing of Posters (18*23 inches) 130 GSM	To be provided time to time
2	Designing of Leaflets / Flyers (5 ½ X 9 inches) of 100 GSM	To be provided time to time
3	Designing of Hoarding and Banners	To be provided time to time
B	Electronic Media	
1	Development of Audio, video for cable TV/ Movie Theatre/ kiosk/ public plaza etc.	To be provided time to time
C	Community Awareness Events	
1	Art Form - Street Theatre/ Play & Other Particulars if required.	30 minutes show comprising various aspects of waste management/ themes given by SMC officials.
2	Other plays, Rally/ RWA / community level activities / Workshops	To be provided time to time
3	Promotional Events	Schedule will be provided from time to time
4	IEC Mobile van with audio visuals	As and when required on rental basis
5	Cleanliness Drives Bharat Mission with or without public participation	1 drive per zone per month
6	Conduct demonstration drives regarding segregation & on site wet waste processing using actual equipment's in the waste generator premises, schools, colleges and institutions premises as per generator category stated above	10 drives per month

D	Training	
1	Conduct trainings and capacity building programs for the staff involved in solid waste management and sanitation including grass route level to management level employees according to their role in solid waste management	quarterly Refresher trainings in batches

DELIVERABLES AND TIMELINES

Sr No	Task Number	Deliverable / Milestone	Timeline (T=LOI)	Payment (%)
1	Task-I	Submission and Approval of analysis of Scope of Work and Communication Needs Assessment Report and Presentation	T+1 month	2%
2		Submission and Approval of Communication Strategy report and presentation	T+2 month	2%
3	Task – II	Submission and Approval of IEC Strategy and Related IEC Material development	T+3 month	30%
4		Overseeing the process of Implementation – Monthly Progress Report	Monthly	36%*
5	Task – III	Completion of the Capacity Building Program and evaluation of its effectiveness	Quarterly	30%
*To be paid in monthly instalments starting from 4 th month (for 9 months * 4%) post satisfactory performance of the Agency				

Section 9. Standard Form of Contract

Section 9

STANDARD FORM OF CONTRACT

Selection of Agency for Designing Communication Plan and IEC Strategy and provide Implementation Support for Improvement of Solid Waste Management in Solapur City.

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CONTRACT FOR AGENCY'S SERVICES

Lump-Sum

Project Name: Selection of Agency for Designing Communication Plan and IEC Strategy and provide Implementation Support for Improvement of Solid Waste Management in Solapur City.

Contract No. _____

between

Solapur City Development Corporation Limited

and

Dated:

I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, **Solapur City Development Corporation Ltd** (hereinafter called the “Client”) and, on the other hand, _____ (hereinafter called the “Agency”).

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract;
 - (b) The Special Conditions of Contract;
 - (c) Appendices:
 - Appendix A: Terms of Reference
 - Appendix B: Key Experts
 - Appendix C: Breakdown of Contract Price

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract, in particular:
 - (a) the Agency shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Agency in accordance with the provisions of the Contract.

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

For and on behalf of *Solapur City Development Corporation Limited*

*Dr. Avinash Dhakne, (I.A.S.), CEO,
Solapur City Development Corporation Limited*

For and on behalf of _____

II. General Conditions of Contract

A. GENERAL PROVISIONS

<p>1. Definitions</p>	<p>1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <p>(a) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.</p> <p>(b) “Client” means the implementing agency that signs the Contract for the Services with the Selected Agency.</p> <p>(c) “Agency” means a legally-established professional consulting firm or NGO or entity selected by the Client to provide the Services under the signed Contract.</p> <p>(d) “Contract” means the legally binding written agreement signed between the Client and the Agency and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).</p> <p>(e) “Day” means a working day unless indicated otherwise.</p> <p>(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.</p> <p>(g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Agency, Sub-consultant assigned by the Agency to perform the Services or any part thereof under the Contract.</p> <p>(h) “Foreign Currency” means any currency other than the currency of the Client’s country.</p> <p>(i) “GCC” means these General Conditions of Contract.</p> <p>(j) “Government” means the Government of India.</p> <p>(k) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Agency’s proposal.</p> <p>(l) “Local Currency” means the currency of the Client’s country.</p> <p>(m) “MoUD” means Ministry of Urban Development</p>
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	<p>(n) “Non-Key Expert(s)” means an individual professional provided by the Agency or its Sub-consultant to perform the Services or any part thereof under the Contract.</p> <p>(o) “Party” means the Client or the Agency, as the case may be, and “Parties” means both of them.</p> <p>(p) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.</p> <p>(q) “Services” means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.</p> <p>(r) “Sub-consultants” means an entity to whom/which the Agency subcontracts any part of the Services while remaining solely liable for the execution of the Contract.</p> <p>(s) “Third Party” means any person or entity other than the Government, the Client, the Agency or a Sub-consultant.</p>
2. Relationship between the Parties	2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Agency. The Agency, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
3. Law Governing Contract	3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
4. Language	4.1. This Contract has been executed in the language specified in the SCC , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
5. Headings	5.1. The headings shall not limit, alter or affect the meaning of this Contract.
6. Communications	<p>6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.</p> <p>6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.</p>
7. Location	7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Client may approve.

8. Authority of Member in Charge	8.1. In case the Agency is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Agency's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
9. Authorized Representatives	9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Agency may be taken or executed by the officials specified in the SCC .
10. Corrupt and Fraudulent Practices	10.1. The Client requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Attachment 1 to the GCC .
a. Commissions and Fees	10.2. The Client requires the Agency to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Client.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

11. Effectiveness of Contract	11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Agency instructing the Agency to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
12. Termination of Contract for Failure to Become Effective	12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC , either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.
13. Commencement of Services	13.1. The Agency shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC .
14. Expiration of Contract	14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC .
15. Entire Agreement	15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either

	<p>Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.</p>
16. Modifications or Variations	<p>16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>16.2. In cases of substantial modifications or variations, the prior written consent of the Client is required.</p>
17. Force Majeure	
a. Definition	<p>17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.</p> <p>17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.</p>
b. No Breach of Contract	<p>17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>
c. Measures to be Taken	<p>17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such</p>

	<p>event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency, upon instructions by the Client, shall either:</p> <ul style="list-style-type: none"> (a) demobilize, in which case the Agency shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or (b) continue with the Services to the extent reasonably possible, in which case the Agency shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred. <p>17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.</p>
<p>18. Suspension</p>	<p>18.1. The Client may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agency to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Agency of such notice of suspension.</p>
<p>19. Termination</p>	<p>19.1. This Contract may be terminated by either Party as per provisions set up below:</p>
<p>a. By the Client</p>	<p>19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Agency in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):</p>

	<ul style="list-style-type: none"> (a) If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18; (b) If the Agency becomes (or, if the Agency consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; (c) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1; (d) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days; (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract; (f) If the Agency fails to confirm availability of Key Experts as required in Clause GCC 13. <p>19.1.2. Furthermore, if the Client determines that the Agency has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Agency, terminate the Agency's employment under the Contract.</p>
<p>b. By the Agency</p>	<p>19.1.3. The Agency may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.</p> <ul style="list-style-type: none"> (a) If the Client fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Agency that such payment is overdue. (b) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days. (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1. (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Agency may

	have subsequently approved in writing) following the receipt by the Client of the Agency’s notice specifying such breach.
c. Cessation of Rights and Obligations	19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Agency’s obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.
d. Cessation of Services	19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the Client, the Agency shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.
e. Payment upon Termination	19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Agency: (a) payment for Services satisfactorily performed prior to the effective date of termination; and (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE AGENCY

20. General	
a. Standard of Performance	20.1 The Agency shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with the third parties.

	<p>20.2. The Agency shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.</p> <p>20.3. The Agency may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Agency shall retain full responsibility for the Services.</p>
b. Law Applicable to Services	<p>20.4. The Agency shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.</p> <p>20.5. Throughout the execution of the Contract, the Agency shall comply with the import of goods and services prohibitions in the Client's country when</p> <p style="padding-left: 40px;">(a) as a matter of law or official regulations, the Client's country prohibits commercial relations with that country;</p> <p>20.6. The Client shall notify the Agency in writing of relevant local customs, and the Agency shall, after such notification, respect such customs.</p>
21. Conflict of Interests	<p>21.1. The Agency shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p>
a. Agency Not to Benefit from Commissions, Discounts, etc.	<p>21.1.1 The payment of the Agency pursuant to GCC F (Clauses GCC 41 through 46) shall constitute the Agency's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that the Personnel and agents of either of them, similarly shall not receive any such additional payment.</p> <p>21.1.2 Furthermore, if the Agency, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Agency shall comply with the Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the Client</p>
b. Agency and Affiliates Not to Engage in Certain Activities	<p>21.1.3 The Agency agrees that, during the term of this Contract and after its termination, the Agency and any entity affiliated with the Agency, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting</p>

	<p>from or directly related to the Agency’s Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.</p>
<p>c. Prohibition of Conflicting Activities</p>	<p>21.1.4 The Agency shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.</p>
<p>d. Strict Duty to Disclose Conflicting Activities</p>	<p>21.1.5 The Agency has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Agency or the termination of its Contract.</p>
<p>22. Confidentiality</p>	<p>22.1 Except with the prior written consent of the Client, the Agency and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.</p> <p>22.2 The obligations of confidentiality in this Contract do not apply to information which:</p> <ul style="list-style-type: none"> a) is in the public domain at the time of disclosure to the receiving party or which later comes into the public domain through no breach of this Contract by the receiving party; b) the receiving party can show has come into its possession independent of its disclosure by the disclosing party; c) is lawfully disclosed to the receiving party by a third party without confidentiality obligations; d) the receiving party can show is independently developed by or known to it without reference to the confidential information; e) the disclosing party has approved for disclosure or release; or <p>is required to be disclosed by the receiving party in order to comply with law, regulation or order or requirement of an authority (Binding Disclosure), provided that unless the receiving party is precluded from notifying the disclosing party about the requirement of a Binding Disclosure (in the opinion of the Agency’s legal counsel), the Agency will give the Client as much prior written notice as is practicable under the circumstances to enable the Client to seek protective orders where feasible. To the extent that the Agency is precluded from notifying the Client or the Client is unable to obtain legally binding waiver from Binding Disclosure in time for the Agency to comply with the obligations</p>

	as to Binding Disclosure, the confidentiality obligations set out in this Contract shall be waived.
23. Liability of the Agency	23.1 Subject to additional provisions, if any, set forth in the SCC , the Agency's liability under this Contract shall be provided by the Applicable Law.
24. Insurance to be Taken out by the Agency	24.1 The Agency (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC , and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Agency shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
25. Accounting, Inspection and Auditing	<p>25.1 The Agency shall keep accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2. The Agency shall during the term of contract permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client subject to a prior written notice of two working days provided to the Agency and that such audit and inspection shall be carried out as and when required by the client in a calendar year. All costs related to any inspection/audit will be borne by the Client. The Agency's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Client's prevailing sanctions procedures.) The availability of KMPs and other persons shall be shared with the client once in month for the completed month.</p>
26. Reporting Obligations	26.1 The Agency shall submit to the Client the reports and documents specified in Appendix A , in the form, in the numbers and within the time periods set forth in the said Appendix.
27. Proprietary Rights of the Client in Reports and Records	27.1 Unless otherwise indicated in the SCC , all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Agency for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Agency may retain a copy of such

	<p>documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client. The Client however acknowledges that all right, title and interest in the methodologies, processes, techniques, ideas, concepts, software, trade secrets and know-how (all collectively referred to as the “Knowledge Material”) of the Agency continue to remain those of the Agency even if any of them is embodied in the reports, developed or supplied in connection with the Services. The Client shall have the non-exclusive perpetual license to use the reports (including any Knowledge Material provided as a part of the report to the Client) to the extent necessary for the Client to use the reports in accordance with this Contract.</p> <p>27.2 If license agreements are necessary or appropriate between the Agency and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Agency shall obtain the Client’s prior written approval to such agreements. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.</p>
<p>28. Equipment, Vehicles and Materials</p>	<p>28.1 If Equipment, vehicles and materials made available to the Agency by the Client as and when required for successful implementation or need of such event then agency should take prior approval from concern authority. Which will be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client’s instructions. While in possession of such equipment, vehicles and materials, the Agency, unless otherwise instructed by the Client in writing, shall insure them at their own expense in an amount equal to their full replacement value. Materials and any other equipment’s procured by the agency for the purpose of this contract will be the property of SCDCL.</p> <p>28.2 Any equipment or materials brought by the Agency or its Experts into the Client’s country for the use either for the project or personal use shall remain the property of the Agency or the Experts concerned, as applicable.</p>

D. AGENCY’S EXPERTS AND SUB-CONSULTANTS

<p>29. Description of Key Experts</p>	<p>29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Agency’s Key Experts are described in Appendix B.</p>
<p>30. Replacement of Key Experts</p>	<p>30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.</p> <p>30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Agency’s written request and due to circumstances outside the</p>

	<p>reasonable control of the Agency, including but not limited to death or medical incapacity. In such case, the Agency shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.</p>
<p>31. Removal of Experts or Sub-consultants</p>	<p>31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Agency’s Expert of Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Agency shall, at the Client’s written request, provide a replacement.</p> <p>31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Agency to provide a replacement.</p> <p>31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.</p> <p>31.4 The Agency shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.</p>
<p>32. Working Hours, Overtime, Leave, etc.</p>	<p>32.1 Working hours and holidays for Personnel are set forth in Appendix B. To account for travel time to/from the Client’s country, Personnel carrying out Services inside the Client’s country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Client’s country as is specified in Appendix B.</p> <p>32.2 The Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Agency’s remuneration shall be deemed to cover these items.</p> <p>32.3 Any taking of leave by Key Personnel shall be subject to the prior approval by the Agency who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.</p>

E. OBLIGATIONS OF THE CLIENT

<p>33. Assistance and Exemptions</p>	<p>33.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:</p>
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	<ul style="list-style-type: none"> (a) Assist the Agency with obtaining work permits and such other documents as shall be necessary to enable the Agency to perform the Services. (b) Assist the Agency with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client’s country while carrying out the Services under the Contract. (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents. (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services. (d) Assist the Agency and the Experts and any Sub-consultants employed by the Agency for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client’s country according to the applicable law in the Client’s country. (e) Assist the Agency, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client’s country, of bringing into the Client’s country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services. (f) Provide to the Agency any such other assistance as may be specified in the SCC.
<p>34. Access to Project Site</p>	<p>34.1 The Client warrants that the Agency shall have, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Agency will be responsible for damage cause by the willful default or negligence of agency or any Sub consultants or the Experts of either of them to the project site or any property thereon resulting from such access and will indemnify the Client in respect of liability for any such damage. If the damage is not rectified by the agency within specified time limit then the same will be recovered from the fees of Agency.</p>
<p>35. Change in the Applicable Law Related to Taxes and Duties</p>	<p>35.1 If, after the date of this Contract, there is any change in the applicable law in the Client’s country with respect to taxes and duties which increases or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Contract shall be</p>

	increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1
36. Services, Facilities and Property of the Client	36.1 The Client shall make available to the Agency and the Experts, for the purposes of the Services and with rent/charges as decided by Client, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A .
37. Counterpart Personnel	37.1 The Client shall make available to the Agency such professional and support counterpart personnel, to be nominated by the Client if required /on request from the Agency, if specified in Appendix A . 37.2 Professional and support counterpart personnel if required /on request from the Agency, excluding Client's liaison personnel, shall work with the Agency.
38. Payment Obligation	38.1 In consideration of the Services performed by the Agency under this Contract, the Client shall make such payments to the Agency for the deliverables specified in Appendix A and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE AGENCY

39. Contract Price	39.1 The Contract price is fixed and is set forth in the SCC . The Contract price breakdown is provided in Appendix C . 39.2 Any change to the Contract price specified in Clause 39.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in Appendix A .
40. Taxes and Duties	40.1 The Agency, Sub-consultants and Experts are responsible for meeting any and all tax liabilities (e.g. GST etc.) arising out of the Contract unless it is stated otherwise in the SCC . 40.2 As an exception to the above and as stated in the SCC , all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Agency or are paid by the Client on behalf of the Agency.
41. Currency of Payment	41.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.
42. Mode of Billing and Payment	42.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1. 42.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in Appendix A . The

	<p>payments will be made according to the payment schedule stated in the SCC.</p> <p>42.2.1 <i>Advance payment:</i> No advance payments shall be made for any of the project given.</p> <p>42.2.2 <i>The Lump-Sum Installment Payments.</i> The Client shall pay the Agency within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Agency within the same sixty (60) days period. The Agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.</p> <p>42.2.3 <i>The Final Payment .</i> The final payment under this Clause shall be made only after the final report have been submitted by the Agency and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Agency specifying in detail deficiencies in the Services, the final report. The Agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Agency specified in the SCC.</p> <p>42.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Agency of any obligations hereunder.</p>
<p>43. Interest on Delayed Payments</p>	<p>43.1 If the Client had delayed payments beyond Sixty (60) days after the due date stated in Clause GCC 42.2.2 , interest shall be paid to the Agency on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.</p>
<p>44. Penalty for Delay/ Improper work/ financial loss to the client</p>	<p>Incase of the delay attributable to the Agency unless the time of completions has been expressly extended by the employer, the employer shall derive a power and authority under this clause to recover compensation for delay in terms of money equivalent to 0.1% of the contract value per weekof delay, subject to a maximum of 10% of the total value of contract.</p> <p>If the Agency fails to complete the work proportionate to time period prescribed compensation for delay shall be recovered as above. The Client shall refund amount so recovered if the work is completed satisfactorily by the prescribed date of completion after satisfying</p>

	himself that there is no financial or other loss to owner due to delay in maintaining progress as per timeline.
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G. FAIRNESS AND GOOD FAITH

45. Good Faith

	45.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
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H. SETTLEMENT OF DISPUTES

46. Amicable Settlement

	46.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.
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	46.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 47.1 shall apply.
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47. Dispute Resolution

	47.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.
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II. General Conditions

Attachment 1: Corrupt and Fraudulent Practices

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

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

- (b) “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party¹;
- (e) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (f) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

¹ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

III. Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of the land
4.1	The language is: English.
6.1 and 6.2	<p>The addresses are:</p> <p>Client: Solapur City Development Corporation Limited Attention : Dr. Avinash Dhakne (I.A.S.), CEO Solapur City Development Corporation Limited, New Collector office Premises, District Planning Bhavan, Near Govt Milk Dairy, Saat Rasta, Solapur, 413003 E-mail: solapurcitydcl@gmail.com</p> <p>Agency : Attention : E-mail:</p>
8.1	Joint Venture: Not Allowed
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: Dr. Avinash Dhakne, (I.A.S.), <i>CEO</i></p> <p>For the Agency:</p>
11.1	The effectiveness conditions are the following: Receipt by the client of the guarantee for performance security.
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be Twelve Month</p>
13.1	<p>Commencement of Services:</p> <p>The number of days shall be 7 (Seven) days.</p>

	Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be 12 (Twelve) month.
21 b.	The Client reserves the right to determine on a case-by-case basis whether the Agency should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes
23.1	No additional provisions.
24.1	The insurance coverage against the risks shall be as follows: (a) Professional liability insurance, with a minimum coverage of equivalent of the contract amount; (b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Agency or its Experts or Sub-Agencies, with a minimum coverage as per Motor Vehicle Act 1988. (c) Third Party liability insurance, with a minimum coverage of one million. (d) employer's liability and workers' compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Agency's property used in the performance of the Services, and (iii) any documents prepared by the Agency in the performance of the Services.
27.2	The Agency shall not use these documents, database and software (if any) for purposes unrelated to this Contract without the prior written approval of the Client. If agency breach this clause then client will take necessary action against the agency.
38.1	The Contract price is: /- () inclusive of all local taxes.

	<p>Indirect local taxes chargeable in respect of this Contract for the Services provided by the Agency shall be reimbursed by the Client to the Agency.</p>
<p>39.1 and 39.2</p>	<p>The Client warrants that “the Client shall reimburse the Agency indirect taxes i.e. Service Tax/GST imposed, under the applicable law in the Client’s country, on the Agency.</p>
<p>41.2</p>	<p>The payment schedule:</p> <p>For the local currency ;</p> <p>1. Payment of remuneration will be made in two parts</p> <p>Part-1 : 34 % up to acceptance/approval of the reports</p> <p>Part-2 : 66 % of the Payment (remuneration) shall be made on the successful Capacity Building program as per the scope of work and acceptance/approval of the monthly progress report during the period</p> <p><u>Part 1</u></p> <p>In first part, 34 % of the contract price will be paid on acceptance/ approval of deliverables as mentioned in the TOR as per following schedule:-</p> <ul style="list-style-type: none"> • Two percent (2 %) will be paid on acceptance/ approval of analysis of Scope of Work and Communication, Needs Assessment Report and Presentation • Two percent (2 %) will be paid on acceptance/ approval of Communication Strategy report and presentation • Thirty percent (30 %) will be paid on acceptance/ approval of IEC Strategy and Related IEC Material Development. <p><u>Part 2 (Handholding)</u></p> <p>2. In the second part, 66% of the Payment (remuneration) shall be made on the successful Capacity Building program as per the scope of work and acceptance/approval of the monthly progress report during the period as under:</p> <ul style="list-style-type: none"> • Thirty Six Percent (36 %) will be paid on acceptance/ approval of monthly progress report of overseeing the process of Implementation starting from 4th month of engagement for Nine months (i.e. 4 % each Month).

	<ul style="list-style-type: none"> • Thirty Percent (30 %) will be paid on acceptance/ approval of Completion of the Capacity Building Program and evaluation of its effectiveness quarterly (i.e. 7.5 % each quarter).
41.2.1	Not Applicable
41.2.4	<p>The accounts are: for local currency INR: Name of the Bank: Address: Account Name: Account Number: Swift Code: IFSC Code: PAN No. Service Tax Registration No. / GST Registration No.</p>
42.1	The interest rate will be as per state bank rate.
45.1	<p><i>[In contracts with foreign Agencies, the Client requires that the international commercial arbitration in a neutral venue is used.]</i></p> <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the Council of Arbitrators, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Agency shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties

	<p>do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
	<p>2. <u>Rules of Procedure.</u> Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Solapur;</p> <p>(b) the <i>English</i> language shall be the official language for all purposes; and</p> <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.</p>
<p>INSERT CLAUSE 48</p>	<p>Performance Security</p> <p>(a) The Successful Consultant, for due and faithful performance of its obligations under the Contract Agreement, shall be required to provide a performance Security @ 5% of the accepted Contract amount within</p>

	<p>28 (twenty eight) days to the Client through Demand Draft in favor of CEO, Solapur City Development Corporation Ltd. acceptable to the Client, of receipt of the Letter of Award from the Authority.</p> <p>(b) The Client shall not make a claim under the Performance Security, except for amounts to which the Client is entitled under the Contract in the event of:</p> <ul style="list-style-type: none">(i) failure by the Consultant to pay the Client an amount due, as either agreed(ii) Claims, Disputes and Arbitration, within 42 days after this agreement or determination,(iii) Circumstances which entitle the Employer to termination under Sub- Clause 19(a) [Termination by the Client], irrespective of whether notice of. <p>(c) On Completion of the Contractual obligation by the Consultant, The performance security shall be returned to the Consultant within 60 days by the Client.</p>
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IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Agency during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Agency will be made; Client's input, including counterpart personnel if required/ on request of the Agency assigned by the Client to work with the Agency's team; specific tasks or actions that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Agency's Proposal. Highlight the changes to Section 7 of the RFP]

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APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Agency's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Agency's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Agency has been selected under Quality-Based Selection method, also add the following:

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Agencies’ Representations regarding Costs and Charges” submitted by the Agency to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate,

the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Agencies, or (ii) if there are no further payments to be made by the Client to the Agencies, the Agencies shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”]

Model Form I
Breakdown of Agreed Fixed Rates in Agency's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Work in the Client's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

* If more than one currency, add a table

Signature

Date

Name and Title: _____