



Solapur City Development Corporation Limited

REQUEST FOR PROPOSAL

Revision-Nil

Particulars	Details
Client	Solapur City Development Corporation Limited, Solapur, INDIA
Project Name	Implementation of projects under Smart City Mission in Solapur City
Assignment Name	Tender for Design, Development and Maintenance of Website Application and Content Management System with Bilingual support (Marathi & English) for Solapur Municipal Corporation
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Solapur City Development Corporation Limited, Solapur, Maharashtra, India
Indrabhuvan, Ambedkar Chowk Solapur-413001.

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1. Invitation for Proposal

1. Invitation for Proposal

Solapur Municipal Corporation (SMC) is intending to develop and implement bilingual (Marathi & English) website application and content management system through Solapur City Development Corporation (SCDCL). The purpose of this Request for Proposal (RFP) is to seek the services of a reputed IT firm/ agency, to design to the satisfaction of SMC and SCDCL, develop, test, implement, operate and maintain the SMC website for 3 Years, commencing from the date when the system goes “live” or when the acceptance is accorded as per the Acceptance Criteria, whichever is later. This document provides information to enable the bidders to understand the broad requirements to submit their "Bids". The detailed scope of work is provided in section 3 of this RFP document. The RFP document is placed at website www.mahatenders.gov.in

Bidder/ Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. Prospective bidders are advised to check the prequalification criteria before purchase of bids. This RFP document is not transferable and name of purchaser and bidder who submits shall be same.

1.1 Key Events and Dates

S. No	Information	Details
1	Advertising Date	23/12/2016
2	Sale Date	23/12/2016 to 06/01/2017
3	Last date to send in requests for clarifications	31/12/2016
4	Release of response to clarifications would be available at	The official website www.mahatedners.gov.in
5	Last date (deadline) for submission of bids	06/01/2017, 3:00 pm
6	Date Time and Place of opening of Technical proposals	07/01/2017, 5:00 pm
7	Date Time and Place of opening of Financial proposals	Will be intimated later to qualified respondents.
8	Details of the contact person for Bid related queries.	Chief Executive Officer Email: solapurcitydcl@gmail.com , Solapur City Development Corporation Limited, Solapur, Maharashtra, India Indrabhuvan, Ambedkar Chowk Solapur-413001.
9	Mode of Bid Submission	Technical Proposal – Online + Physical Submission (One Original + One Copy) Financial Proposal – Online Only.

2.2 Other Important Information related to Bid

S. No.	Item	Description
1.	Earnest Money Deposit (EMD) in the form of a Demand Draft in favour of 'Solapur City Development Corporation Limited' payable at Solapur to be submitted along with the Original Technical Proposal.	Rs. 5,00,000/- (Rupees Five Lakh Only)
2.	Bid Validity Period	180 days from the date of opening of Financial Bid
3.	Last date for furnishing Performance Security to SMC / SCDCL (By successful bidders)	Within 15 (fifteen) days of the date of the work order issued by SCDCL
4.	Performance Security Value (Performance Bank Guarantee)	30% of the contract value
5.	Performance Security validity period	5 year after the Website goes live date

2. Instruction to Bidders

2. Instructions to Bidders

2.1 Introduction

Solapur was one of the first 20 winning cities that was selected by the Government of India as part of its flagship Smart City Mission. As per the mission guidelines a Special purpose Vehicle (SPV) namely Solapur City Development Corporation Limited (SCDCL) was incorporated in order to execute the projects proposed in Solapur's Smart City Proposal. One of the smart projects that is envisaged as part of Solapur's 'smart' transformation is to develop and implement bilingual (Marathi & English) website application and content management system for Solapur Municipal Corporation.

2.2 Purpose

Solapur Municipal Corporation (SMC) through SCDCL intends to develop and implement a bilingual (Marathi & English) website application and content management system for Solapur Municipal Corporation that meets the below objectives.

The purpose of this Request for Proposal (RFP) is to seek the services of a reputed IT firm/ agency, to design, develop, test, implement, operate and maintain SMC's website application and content management system for 3 (three) years, commencing from the date when the system goes "live" or when the acceptance is accorded as per the Acceptance Criteria, whichever is later. This document provides information to enable the bidders to understand the broad requirements to submit their "Bids". The detailed scope of work is provided in section 3 of this RFP document.

2.3 Cost of RFP

The bid document is available for reference purpose on www.mahatenders.gov.in however qualified bidders shall download the bid document online and submit DD of Rs 5000/- as Tender Fee which is non-refundable.

2.4 Transfer of RFP

The RFP Document is not transferable to any other bidder. The bidder who purchases the document and submit shall be the same.

2.5 Consortium and Joint ventures

Consortium, Joint venture, Subletting, Sub-contracting and Outsourcing shall not be allowed.

2.6 Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD.

2.7 Proposal Preparation Costs

The bidder shall submit bid at its cost and, SMC or SCDCL shall not be held responsible for any cost incurred by the bidder. Submission of bid does not entitle the bidder to claim any cost and rights over SMC or SCDCL and SMC / SCDCL shall be at liberty to cancel any or all bids without giving any notice.

All materials submitted by the bidder shall be the absolute property of SMC and no copyright /patent etc. shall be entertained by SMC.

2.8 Bidder Inquiries

Bidder shall send their written queries to the email address as prescribed in to the contact at section 1.1 of this RFP document. The response to the queries will be published on www.mahatenders.gov.in. No telephonic queries will be entertained.

2.9 Amendment of RFP Document

All the amendments made in the document would be published at www.mahatenders.gov.in shall be part of RFP. Bidders are advised to visit the aforementioned website on regular basis for checking necessary updates. The SMC also reserves the rights to amend the dates mentioned in this RFP for bid process.

2.10 Supplemental Information to the RFP

If SMC deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

2.11 SMC's right to terminate the process

SMC may terminate the RFP process at any time and without assigning any reason. SMC reserves the right to amend/ edit /add delete any clause of this Bid Document. However this will be informed to all and will become part of Bid/ RFP.

2.12 Earnest Money Deposit (EMD)

2.12.1 Bidders shall submit, along with their Bids, EMD of Rs. 5,00,000/- (Rupees Five Lakh Only) in the form of a Demand Draft in favour of 'Solapur City Development Corporation Limited, payable at Solapur. The draft should be drawn from the Nationalized/ Scheduled Bank only.

2.12.2 The EMD shall be denominated in Indian Rupees only. No interest will be payable to the Bidder on the amount of the EMD.

2.12.3 The EMD shall be submitted in a separately sealed envelope subscribed as "EMD for BID" as Mentioned in this section. Bids submitted without adequate EMD will be liable for rejection.

2.12.4 Unsuccessful Bidder's EMD will be returned within 60 days from the date of opening of the financial bid.

2.12.5 The bidder shall submit the Demand Draft from the bidders own banks account and the EMD shall be non-transferable.

2.12.6 The EMD may be forfeited:

- If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
- In case of a successful bidder, fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
- During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of the SMC regarding forfeiture of the Bid Security shall be final and binding upon bidders.
- During the bid process, if any information is found false/ fraudulent/ malafide, then SMC / SCDC shall reject the bid and if necessary initiate action.

2.13 Authentication of Bid

Authorized person of the bidder who signs the bid shall have the authority letter from the bidder which shall be submitted with the Bid. All pages of the bid and its annexures, etc. shall be signed and stamped by the person or persons signing the bid.

In case of board resolution authorizing a person as the person responsible for the bid, the board resolution shall be submitted. The person accountable for the bid shall be the employee of the bidder till the end of contract period.

2.14 Language of Bids

This bid should be submitted in English language only.

2.15 Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format shall be rejected.

2.16 Submission of Bids

The bids submitted by the Bidder shall comprise of the following three envelopes:

A) EMD – Envelope A

The bidder shall submit the EMD and Tender Fee in Envelope A and super scribe on the sealed envelope “Envelope ‘A’: EMD and Tender Fee (as per Clause 2.3) for Bid”. The EMD for the Bid shall be provided along with the Technical Proposal and the Tender Fee shall be paid online on the e-tendering portal, www.mahatenders.gov.in . Proof of submission of Tender Fee shall be provided in the Envelope-A while submitting the Physical copies of the Bids.

B) Technical Bid - Envelope B

The bidder shall submit the Technical Proposal in Envelope B and super scribe on the sealed envelope “Envelope ‘B’: Technical Proposal for Bid”. Please Refer **Annexure 1** for guidelines for preparation of Technical Proposal. The Technical Proposal shall must contain following;

- i. Proposal Covering letter- Refer Form 1.

- ii. Attested copy of the Memorandum and Articles of Association Incorporation Certificate of the Company.
- iii. Audited Annual Financial Statements and Annual Report and Certified statement from the current Statutory Auditors of the bidder
- iv. Copy of Work Orders and Customer satisfaction certificates should be attached.
- v. Self-Undertaking that the bidder has not been debarred/blacklisted by any Govt. / Semi-Govt. organization for quality of services/ product and there are no legal issues/ order prohibiting/ restraining the bidder to participate in the bid process.
- vi. Technical proposal.
- vii. Signed and stamped copy of the original RFP document downloaded from the website along with its annexures/ corrigendum/ documents, etc.
- viii. Any other document to support the Bid.

C) Financial Bid – Envelope C

The bidder shall submit the Financial Proposal (“Envelope ‘C’: Financial Proposal for Bid”) through e-tendering website only.

- The two sealed envelopes (A & B) containing EMD (A) and Technical Bid (B) shall be put in another single envelope and seal it. This envelope shall be super-scribed “**Design, Development, and Maintenance of SMC Website Application and Content Management System**”. These envelopes are to be super-scribed with Tender number and Name of the Bidder.
- The sealed cover thus prepared shall also indicate clearly the Name, Address, Telephone number, E-mail ID and Fax number of the bidder to enable the Bid to be returned unopened in case it is declared “**Late**” at discretion of SMC.
- The bid should be a complete document and should be page numbered, indexed and bound as single set. The document should be page numbered and appropriately flagged and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- Bids sent by Telex/Telegraphic/Tele-fax bids will be rejected.
- The RFP purchased by the bidders shall be submitted in original and countersigned by bidder and with the Technical Bid in Envelope B.

2.17 Late Bids and Bid Validity Period

Any Bid received by SMC after the deadline for submission of Bids shall be declared late and will be rejected, and returned unopened to the Bidder at the discretion of SMC. The validity of the bids submitted in time shall be till 180 days from the date of opening of the Financial Bid.

2.18 Bid Opening

- **Envelope A** containing EMD and Tender Fee shall be opened initially and if the EMD or Tender Fee is as per the criteria provided, then only, Envelope B (Technical Proposal) shall be opened of the qualified bidders.
- **Envelope B** containing Technical Proposal shall be opened in the presence of Bidder/ representatives of bidder who choose to attend, at the address, date and time specified in the RFP.

- **Envelope C** containing Financial Proposal will remain unopened and will be held in custody of SMC until the time of online opening of the Financial Proposals.
- At the end of the evaluation of the Technical Proposals, SMC shall invite bidders who have qualified for the opening of the Financial Proposals. The date, time, and location of the opening of online Financial Proposals will be informed to the qualified Bidders, who choose to remain present, by SMC.

2.19 Evaluation Process

2.19.1 Bid Evaluation Committee

- The Bid Evaluation Committee constituted by the SMC shall evaluate the bids.
- The Bid Evaluation Committee shall evaluate the Technical and Financial bids and submit its recommendation to Competent Authority whose decision shall be final.

2.19.2 Prequalification Criteria

The bidder shall fulfil all of the following eligibility criteria:

Sl. No	Pre-qualification Criteria	Supporting Document to be furnished
1	The bidder should be a Company registered in India under the Companies Act 1956.	Certificate of Incorporation/ Registration
2	The bidder should be operating in the field of software development and providing software solutions in last 7 (seven) years.	Attested copy of the Memorandum and Articles of Association Byelaws/ Partnership Deed.
3	The bidder shall have minimum annual turnover of Rs. 50 Lacs (Rupees Fifty Lakh) in each of the last three years for Software Development.	Certified statement from the current Statutory Auditors of the bidder
4	The bidder must have completed 3 assignments of bi-lingual / multi-lingual websites/ portals/application development in a Private / Government environment with a value of Rs. 15 Lakhs each, in previous three years.	Copy of Work Order and Customer satisfaction certificate shall be attached.
5	Bidder should have minimum 10 Full Time Application development professionals with necessary skillset as per the requirement of website on bidder's own payroll.	Certificate from the current authorized signatory of the company with name of the professionals and their work experience details.
6	The bidder should not currently have been blacklisted by any Government Agency or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ineffective performance	Certificate from the current authorized signatory of the company
7	The bidder should be an individual organization. Consortium shall not be allowed.	Certificate from the current authorized signatory of the company

2.19.3 Process of Evaluation

- Bidders who qualify on Envelope 'A' shall be considered for further Technical evaluation.
- Bidder shall be evaluated as per prequalification criteria mentioned at 2.19.2. The bidders who fulfil all the prequalification criteria will qualify for further Technical Evaluation.
- Amongst the bidders who are considered for financial evaluation, the bidder quoting the lowest will be preferably awarded the work at the discretion of SMC.
- The Bid Evaluation Committee reserves the right to accept or reject any or all bids without giving any reasons thereof.

2.19.4 Financial Bid Evaluation

SMC shall evaluate Financial Proposals of eligible bidders. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

2.19.5 Award Criteria

SMC shall preferably award the Contract to the lowest identified Bidder at its discretion.

2.20 Performance Bank Guarantee

- (i) The Bidder shall at his own expense, deposit with department, within 15 (fifteen) days of the date of issue of Work order or prior to signing of the contract, whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a Nationalized Bank acceptable to department, payable on demand, for the due performance and fulfilment of the contract by the bidder.
- (ii) This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder.
- (iii) The performance bank guarantee shall be valid till the end of one year after the expiration of contract period and should be in the format prescribed in the tender.
- (iv) The Performance Bank Guarantee may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- (v) Department shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

2.21 Warranty

The warranty shall remain valid for five year after the after the go-live.

2.22 Payment Terms and Schedule

- 50% of the quoted fees to be paid on go-live and successful completion of the free maintenance period of 6 (six) months and performance of website as directed by SMC.
- Remaining 50% out of quoted fees shall be paid in 12 equated quarterly installments during 3 years of paid maintenance period.
- SCDCL shall release the payment within 30 days of submission of invoice subject to invoice and all supporting documents being in order.

2.23 Penalty

- In case of delay in Design, development and go-live of website within 3 (three) months of the issue of work order, then a sum equivalent to 1% (one percent) of the total contract value shall be deducted from the payment for each calendar week of delay or part thereof.
- Delay in excess of 4 weeks will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder will be forfeited.
- In case, the selected bidder does not supply the ordered items for any reason, the bidder will be liable to pay the difference amount to the purchaser, over and above the performance guarantee, which indenter department has to pay to the next or other selected bidder for purpose of the said items.

2.24 Service Level Agreement (SLA) and Penalty during Operation and Maintenance

- The Service Level Agreement (SLA) will stipulate 99.9% uptime of the Website. The penalty for not adhering to the SLA will be Rs 10,000/- (Ten Thousand) for each percentage point of downtime below the SLA – the SLA percentage to be computed monthly.
- In case of maintenance support for the contents of the Website, a penalty of Rs 5000 (Five thousand) per day will be levied if the support is not provided within 24 hours of the call being logged.

2.25 Letter of Acceptance

The Bidder whose bid has been accepted shall be notified of the award by the SMC prior to the expiration of the period of validity of the proposal, by registered letter or by fax. The Bidder shall acknowledge in writing, the receipt of the Letter of Acceptance and shall send his acceptance to enter into the Contract within 15 (fifteen) days from the receipt of the Letter of Acceptance

2.26 Force Majeure

The Bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to, acts of SMC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Bidder shall promptly notify SMC in writing of such condition and the cause thereof. Unless otherwise directed by SMC in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.27 Non-Disclosure Agreement (NDA)

Successful bidder has to sign the Non- Disclosure Agreement (Annexure 3) with SMC.

3. Scope of Work

3. Terms of Reference

- The broad scope is to design, develop, implement and maintain Solapur Municipal Corporation's (SMC) website application and content management system with bilingual support (Marathi and English) for a period of 3 (three) years.
- SMC / SCDCCL reserved the right to amend/ add/ delete/ edit any of the following items of the scope of work at the cost of the bidder which shall be binding on the bidder.

3.1 Background

The existing website of SMC www.solapurcorporation.org and the corresponding MIS system and processes associated with this website need to be integrated in the new portal. Also, the portal shall have a compatibility to integrated development of a Mobile application for city services in future.

The objective of the Portal is to ensure the following:

1. Providing easy, anywhere and anytime access to Government Services
2. Information dissemination as provided under in under RTI
3. Providing the contact detail of the Department.
4. Providing the status of various projects undertaken by SMC and SCDCCL.
5. To have a platform of interaction between both SMC and SCDCCL and the public at large.
6. Ensure two way communication process for citizen consultation.

3.2 Components

The project shall be implemented within a period of maximum 3 (three) months or earlier and it shall be followed by a Maintenance phase of 3 (three) years and 6 (six) months from the date of Go-live. The broad components of the project are as follows:

- Design and development of Website and Mobile Application along with content management system - maximum 3 (three) months
- Operation and Maintenance- 3 (three) years after website is live
- Training to Departmental User- As per Department requirement

3.2.1 Design and Development of Website/ Portal

3.3.1.1 Planning

Within one week from work order issued, the selected agency shall submit a detail project plan including the following:

- a) Project Organization and Management Plan
- b) Design and Development plan
- c) Pre-commissioning, Operational and User Acceptance Testing Plan
- d) Delivery and Installation Plan
- e) Training Plan
- f) Risk Management Plan
- g) Operations and management plan
- h) Task, Time, and Resource Schedules
- i) Technical Support Plan

3.3.1.2 Scope of Content

The SMC Portal will be the primary source of information for the Citizens and other stakeholders. It is thus important that comprehensive, correct and up to date information is made available over the portal. The SMC Portal will have following type of contents.

A) Primary Content

Primary content shall be original content that is sought by target audience of the website which could be citizens, business community, overseas citizens or other government departments or even government employees.

This will include information about SMC and its departments, SCDCL and its functional units, various schemes & programs being executed by both SMC and SCDCL, documents, forms, etc., however not limited to these only. The section will include:

- About Us - All information about SMC and its departments, SCDCL and its functional units, useful for the citizen and other stakeholders, is present in the "About Us" section and mechanism is in place to keep the information up to date.
- City profile
- Programs & Schemes - The complete title of schemes, missions and programmes is reflected, Website provides a complete description of schemes / missions / programmes along with project information / procedure for obtaining the associated benefits. Validity of scheme / programme / mission also to be mentioned, if any.
- Departments
- Citizen Services
- Application forms
- Grievance Redressal system
- Act and Rules
- Documents
- Circular/Notifications
- Tenders & Notices, Recruitment
- News and Press Releases
- Contact details

The information shall be collected by the successful bidder from various officers of SMC / SCDCL within one week of the date of Work order

B) Secondary Content

Secondary content is generated from the assortment, packaging of primary content to suit the requirement of different audience, events and occasions examples of such content are advertisements/banners/spotlight/media gallery/related sites.

- Special interest group corner
- Events and Announcement
- Discussion forums
- Usage Policy
- Related links
- Spot light

Mechanism is in place to ensure that all outdated announcements are removed from the website or Initial of Bidder

moved to archive.

C) Tertiary content

Information about the 'primary' and 'secondary' content forms a part of the tertiary content. This includes:

- About the site
- Navigation aids sections such as online help, Site map, Search
- Terms and Conditions with respect to usage of content on the site
- FAQs
- User Feedback
- Help

3.3.1.3 General Requirements

Services: SMC / SCDCL envisages providing multiple services to the stakeholders through the portal. These will include:

1. **Complaint Management:** Should have options for registering complaints online. Citizen Complaint– it should be Bilingual, Printable with Logo & as a letter head, e mail facility, Report generated.
2. **Search:** Citizen and portal users should be able to search within portal. The portal should provide metadata and 'full text search' based on search functionality. For providing search functionality the Portal should comply within defined processes for defining metadata, managing metadata schema changes and master data changes. Search must allow the archived content to be included (or excluded). Advanced search facility based on multiple filters should be provided. Search option should be bilingual
3. **Content Management:** Content Management Module – Authorised SMC / SCDCL users shall able to upload the Content such as Photos, News, Project Information, Contact details etc. on website. Contents must be in Unicode format. Content Management System should have following features or capabilities:
 - Content Authoring, Publishing, Delivery, Content Storage Management, Content exit and Archival
 - Should have preconfigured generic templates and workflows for the content management
 - Distributed authorship of portal content across divisions.
 - Separation of content from presentation, which allows authors to focus on content rather than web design.
 - Management of revision, approval, publishing and archiving processes in an easy and automated manner.
 - Centralised template management for consistency within portal.
 - Content repurposing for different audiences and different interfaces.
 - Facilitated metadata generation and management which enables effective content discovery.

Content storage management of all types of content; text graphic, audio, video etc.
In context contribution, purview, updates and approvals.
Email notifications for automated content edits and reviews.
Native content conversion to web formats.
Both dynamic and scheduled publishing models.
CMS should be able to generate content feeds.
CMS should be able to be integrated with any workflow systems, which supports e-forms.
4. **Feedback:** Should have options for online filling the feedback form. Necessary field such as

contact detail i.e. Name, address, City, Pin code, State, e-mail, Phone no. & Comment Box should be available. It should be Bilingual, Printable with Logo & as a letter head, e mail facility, Report generated.

5. **Portal front:** The portal shall allow choice of themes, skins, pages and page layout. The bidder shall pre-configure the portlets to integrate with the back-end systems and if required, made available the portlets in the portlets catalogue for end users selection. Allow administrator and authorized users to create and deploy portlets and share portlets with other users

3.3.1.4 Technical Requirements

- 3.3.1.4.1 Website should be developed with gov.in or Maharashtra.gov.in extension.
- 3.3.1.4.2 Website should run independent of IP Address. i.e. IP Addresses should be not be hard coded in the source code/configuration.
- 3.3.1.4.3 Website should be IPv6 compliant.
- 3.3.1.4.4 Website should be able to open in all six ways. For example,
- <https://www.maharashtra.gov.in>
 - <http://www.maharashtra.gov.in>
 - www.maharashtra.gov.in
 - <https://maharashtra.gov.in>
 - <http://maharashtra.gov.in>
 - maharashtra.gov.in
- 3.3.1.4.5 Website should be running on SSL i.e. http request should automatically get redirected to https
- 3.3.1.4.6 Website should be compatible to run on multi server environment for load sharing
- 3.3.1.4.7 Website should be compatible for accessibility from any device, any Operating System and any browser.
- 3.3.1.4.8 Platform used for Website such as OS, DB, Java, etc. software should be minimum N-1 where N is the latest version prevailing.
- 3.3.1.4.9 Intellectual Property Rights (IPR) shall be with the SMC.
- 3.3.1.4.10 CAPTCHA should be present for web pages with form field such as feedback form, registration form etc.
- 3.3.1.4.11 Logging to be enabled for Web Server / DB Server.
- 3.3.1.4.12 Password should not be hardcoded in any website configuration files or stored in plain text. Passwords should be properly hashed and salted to reduce the effectiveness of password cracking.
- 3.3.1.4.13 Website should be in compliance with below standards (Same is available on <http://egovtraining.maharashtra.gov.in/1137/For-Developers>: e-Governance Standards of Government of India :
- 3.3.1.4.13.1 Technical Standards for Interoperability Framework for e-Governance (IFEG) in India Version 1.0

3.3.1.4.13.2 MDDS- Demographic Standards

3.3.1.4.13.3 Character Encoding

3.3.1.4.13.4 Font Standard. Use SAKAL Marathi Unicode fonts available on
<http://sakalmarathi.cdac.in/>

3.3.1.4.13.5 eGov.BIDS

3.3.1.4.13.6 eSAFE-ISF01, eSAFE Framework (and associated documents)

3.3.1.4.13.7 Guidelines for Usage of Digital Signatures in e-Governance

3.3.1.4.13.8 FMG

3.3.1.4.13.9 Policy on Open Standards for e-Governance

Standard names for District/Taluka/City/Village/etc to be placed in a DROP-DOWN list.

The same can be found on <http://coe.maharashtra.gov.in> under “Download” section.

Framework for Mobile Governance

SMS / Mobile Gateway established by MahaOnline Limited / CDAC may be used.

e-Governance policies of Government of Maharashtra

Guidelines of Indian Government Website (GIGW)

WCAG 2.0

W3C

For development of bilingual website, English/Marathi standard words which are frequently (FUEL) used is available on <http://www.coe.maharashtra.gov.in> website under “Download” section.

Other e-Governance standards of Government of India (egovstandards.gov.in)

- Be able to operate on various Operating Systems like Windows, UNIX, LINUX, etc.
- The pages should be printer friendly i.e. all the pages shall be displayed and printed upon demand by user
- To improve the experience of the Web on mobile devices and other handheld devices like iPad, tablets etc. the website needs to be developed with “One Web” concept. One Web means making, as far as is reasonable, the same information and services available to users irrespective of the device they are using.

Training to developers:

- Detailed CV of the developer needs to be shared by the bidder company prior to starting the development of the website.
- Before starting the development/coding of the website, the developers are required to attend the 5 Day e-Governance Standards (Localization, GIGW and Accessibility) training to be mandated. Awareness for the staging environment and the APIs used as a part of SDC such as Name/Address Databases, SMS gateway, Payment Gateway, GIS, etc shall be provided as a part of the training. The training certificate shall be valid for 3 years. Renewal of certificate shall be made available online. Training would be provided free of cost, however, travel/lodging expenses, etc. will be borne by the developer/bidder.
- GIGW training course (3 days/5 days) including Marathi Unicode & Accessibility mandatory for all developers (at least two developer/team leader). The training will be held in MahaOnline office in Mumbai/Pune/Nagpur/Aurangabad centers. Training to also include Level 0 check for Top-10 vulnerabilities as per OWASP. Training would be provided free of cost, however, travel/lodging expenses, etc. will be borne by the developer/bidder. Training Calendar is available on website <https://egovtraining.maharashtra.gov.in>
- Intellectual Property Rights(IPR) of the source code will vest solely with the Government of Maharashtra. However, such a system will not be allowed to be misused by quoting same software to other districts or departments, as DIT may provide the same free of cost to other Departments.
- Departments to adhere to the Advisory that has been provided to All Government Departments on 30th September 2013 for:
 - Hosting of Government Websites, use of Official Email IDs and other Cloud based services, connecting to NIXI & Sec. 43A compliance audits. Private email IDs of officials should not be provided. For feedback, comments, etc. private email IDs should not be provided.
 - Adoption of Technical Standards for Interoperability Framework and other standards published by GoI for various eGovernance Projects
- Level 0 check to be complied by the developer for GIGW compliance and address Top-10 vulnerabilities as per OWASP.

3.3.1.5 Security Audit

1. Website Security Audit: Website needs to be Security Audited by the Cert-In empanelled Security Auditors or Government of Maharashtra empanelled Security Auditors. Cost for Security Audit of the website should be part of the proposal as cost of the same will be borne by the bidder.
2. Security Audit Certificate to be mandated along with Hash5 code. Source code along with Hash5 code of the website to be submitted by Developer. Documentation of Source Code along with Administration/User Manuals needs to be submitted.
3. Any vulnerability found during the security audit, bidder has to close the same accordingly and ensure complete security audit done successfully.
4. Website may be hosted in NIC or MH-SDC as desired by SMC. If website is hosted in MH-SDC, then the developer has to follow MH-SDC rules and Regulation. In either case, DIT / NIC should be duly informed from time to time.

3.3.1.6 Hosting and Server Maintenance

Website shall be initially hosted in at the Service Provider's premises. Subsequently, if needed, SMC may request the service provider to host it at SMC Data Centre. During operation and maintenance phase, Service Provider's onsite team could be required to interact with various stakeholders of SMC (Internal as well as external) in order to ensure that the website is functioning as per standard norms. SMC will provide all necessary administrative support to team. If required, SMC will take responsibility of arranging any meeting with its external stakeholders.

3.3.1.7 Other Requirements

1. Adobe Flash is a dying technology no longer being actively supported on mobile platforms. As such use of “Flash” is not permitted. HTML5 is the preferred technology for displaying media.
2. Use of server or client-side Java applications is not permitted. Website design shall not use Java.
3. Detailed CV of the developer needs to be shared by the bidder company prior to starting the development of the website.
4. Intellectual Property Rights (IPR) of the source code will vest solely with the SMC. However, such a system will not be allowed to be misused by quoting same software to departments.
5. Level 0 check to be complied by the developer for GIGW compliance and address Top-10 vulnerabilities as per Open Web Application Security Project (OWASP)

3.2.4 Inspection and Testing

The inspection of installation of services shall be carried out to check whether the services are in conformity with the mentioned in the tender. The bidder will test all operations and accomplish all adjustments (tuning) necessary for successful and continuous operation of the systems to the satisfaction of the SMC.

The project will be treated as “complete” only if:

- UAT / FAT is completed
- Handover to the Department is completed
- Final Source code along with Security Audit Certificate (with Hash5) of the project along with detailed documentation and IPR is being transferred to DIT for State Software Repository.

3.2.5 Copyright

Any software, hardware, data, awards, certificates, patent, etc. shall be absolute property of Solapur Municipal Corporation. The Successful bidder will transfer to SMC all Intellectual Property Rights in the Software developed. The bidder shall relinquish to the Department source code of the developed portal within 7 (seven) days from the date of acceptance of the system. The source code supplied to the Department shall at all times be a complete, accurate, and up-to- date copy corresponding exactly to the current production release of the software.

3.2.6 Operational Acceptance

Successful completion of the contract will be gauged through a series of formal acceptance tests performed on all aspects of the system/sub systems:

- 1) Bidder must host the services from its own testing server.
- 2) The integration should be completed before the official launch of the application.
- 3) In the go-live phase, Bidder will have to manage and roll out a beta stage where the system will be made available and restricted only to the users in the department through an appropriate mechanism on the web, and conduct user acceptance testing of the System based on test cases developed by the Bidder in consultation with SMC and validated by SMC. Based on the test results, required changes will be carried out and tested. Post this, SMC portal will be officially launched and operational acceptance will be complete.

The Successful bidder must agree to above criteria for complete system acceptance and further agrees that:

- It will provide without additional charge to SMC and in a timely manner, all additional services and products not identified and accounted within the proposal as may be necessary to correct all problems which are preventing acceptance.
- In order to accept the system, SMC must be satisfied that all of the work has been

completed and delivered to SMC's complete satisfaction and that all aspects of the system perform acceptably. The functional/logical acceptance of the system will only be certified when the proposed system is installed and configured according to the design and that all the detailed procedures of operating them have been carried out by the Bidder in the presence of SMC staff.

3.2.8 Operations and Maintenance

The Successful bidder shall maintain and Support the supplied software for a period of 3.5 years i.e. Three years and six months after the successful operational acceptance. The first six months of maintenance should be included free with all application maintenance activities and the next 3 (Three) years will be paid maintenance. The Operation and Maintenance will consist of:

- Resolution of errors/bugs (if any), software updates, changes in the software that may be necessary due to legal/statutory changes etc.
- Providing all software updates and patches released by the hardware OEM, update and patch management, resolution of any issues/problems with the hardware etc.
- Deploy adequate facilities management personnel to maintain the Portal as per the service level requirements including servicing/updation and maintenance of IT assets.
- Successful bidder shall provide a dedicated project manager (though not required to be deployed full time) during the period of the contract that should be present for discussions, important meetings and should act as one point contact for SMC.
- Resources (need not be onsite) for maintenance of portal.
- No extra cost shall be remunerated by SMC / SCDC on account of such maintenance activities mentioned herein above

3.3 Documentation

The project team shall provide the following documentations in hard as well as soft copies:

- Detail Project Plan
- Fortnightly progress reports
- System Requirement Specification (SRS) document containing detailed requirement capture and analysis including functional requirement, Interface Specifications, application security requirements
- Complete Source Code with required documentation.
- Test Plans and Test cases (including Unit Test Plan, System/Integration Test Plan,
- User Acceptance Test Plan, Security Test Plan, Load Test Plan)
- Training Manuals and literature
- Systems Administration Manuals
- CMS Tool Manuals
- Website User manuals
- Installation Manuals
- Operational Manuals
- Maintenance Manuals
- Security policy and procedure for Portal including Password security, logical access security, operating system security, data classification, and application security and data backups

3.4 Service Levels

Installation and Deployment

S.No.	Milestone	Timelines T = Date of work order
1	Preparation of SRS –study report	T1 = T+ 15 days
2	Portal Design and Development	T2 = T1+ 60 days
3	Security Audit	T3 = T2 + 10 days
4	UAT and Go Live of portal	T4 = T3+ 5 days
5	Annual Maintenance	For 3 years after go live

Annexure

Annexure 1 - Guidelines for Technical Proposal

Technical Proposal should comprise of the following:

- 1) A printed covering letter, on the bidding organization's letterhead with all required information and authorized representative's initials shall be submitted along with the proposal. Do not, otherwise, edit the content of the proposal cover letter.
- 2) The technical proposal should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP. The technical proposal must not contain any pricing information. In submitting additional information, please mark it as supplemental to the required response.
- 3) Proposals must be direct, concise, and complete. All information not directly relevant to this RFP should be omitted. Department will evaluate bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.
- 4) The bidder is expected to provide deliverables for the proposed solution as part of technical proposal without price quote. The deliverables as given in the technical solution should be in consonance with the financial proposal. Any deviations in the final deliverables between technical and financial proposals shall make the proposal as being unresponsive and may lead to disqualification of the proposal. Department reserves the right to take appropriate action in this regard.
- 5) The bidder must address the following in their project implementation strategy:
 - a) A detailed Project schedule and milestone chart.
 - b) Approach and Methodology of design, development and management of the Website.
 - c) Project Management tools proposed to be used for project.
 - d) Bidder's plan to address the key challenges of the project.
- 6) The technical proposal should address the following at the minimum:
 - a) The proposal should have information specific to SMC Portal
 - b) Describe how the functional requirements will be translated into technical implementations, that is, it should map with the Functional Requirements Specifications.
 - c) Propose how availability, performance rates for the system will be measured and maintained
 - d) Project Management Plan including:
 - i. Team composition and Tasks assigned to be submitted in the format as enclosed in Form
 - ii. Implementation Methodology and Plan to include
 - Key implementation objectives, key deliverables and an implementation schedule for the same

- Roll-out Plan
 - Indication of Time Frame
 - Acceptance Testing Plan
 - Data Backup plan
 - Escalation Process during implementation
- iv. Quality and Security Assurance Plan
 - v. Training Plan
 - vi. Hand holding, Operation and Maintenance Plan
 - vii. Licensing details of software
 - viii. Post Implementation Plan
 - x. Escalation Mechanism on the bidder side.

Form 1: Covering letter with the Proposal in response to RFP Notice

(To be submitted on the Letterhead of the bidder)

{Place}

{Date}

To

Chief Executive Officer

SCDCL

<<ADDRESS>>

Ref: RFP Notification no <<>>

Subject: Submission of proposal in response to the RFP for “Design Development and Maintenance of SMC Portal”.

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP Notification no <<>> for “Design Development and Maintenance of SMC Portal” in full conformity with the said RFP document.
2. We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
3. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of XXXX days from the date of opening of financial proposals.
4. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.
5. We would like to declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.
6. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
7. We understand you are not bound to shortlist / accept any or all proposal you receive.

8. We hereby declare that we qualify and fulfil all the Prequalification criteria mentioned at clause 2.19.2.

Our correspondence details with regards to this proposal are:

Sr. No	Information	Details
1	Name of responding firm:	
2	Address of responding firm:	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
4	Telephone no. of contact person:	
5	Mobile no. of contact person:	
6	Fax no. of contact person:	
7	E-mail address of contact person:	

Details of Demand Draft:

Date and No:

Name of Nationalized /Scheduled bank:

Amount: Rs. XXXX/-

We are enclosing details of our company in the format as given in Form 2.

We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[FIRM'S NAME]

Name

Title

Signature

Date

Stamp of the Signatory

Form 2: Details of responding firm [In support of 2.19.2]

Sr. No.	Particulars	Details to be Furnished
1	Details of Responding Firm	
Name		
Address		
Telephone		Fax
Email	Website	
2	Information about Responding Firm	
Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc)		
Details of Registration (Ref eg., ROC Ref #)		Date
		Ref #
Number of professionals (on the rolls of the firm) providing managed services (excluding temporary staff)		
Locations and addresses of offices (in India and overseas)		
Certificates (Please attach copy) as required in the Prequalification and Technical Evaluation Criteria		

Form 3: Format of Performance Bank Guarantee

Whereas ----- (hereinafter called 'the Respondent') has submitted its proposal dated ----- in response to the RFP notice with file no: <<>> for "Design Development and Maintenance of Portal for SMC (hereinafter called "the Proposal") to SMC.

KNOW ALL by these presents that WE ----- of -----
----- Having our registered office at -----
----- (hereinafter called "the Bank") are bound unto the SMC (hereinafter called "the SMC") in the sum of ----- for which payment well and truly to be made to the said SMC, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----2014.

THE CONDITIONS of this obligation are:

- This Performance Bank Guarantee will be for an amount equivalent to 10% of contract value. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Respondent
- The performance bank guarantee shall be valid till the end of 1 year after the expiration of contract period with SMC
- The Performance Bank Guarantee may be discharged/ returned by the SMC upon being satisfied that there has been due performance of the obligations of the **Respondent** under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- In the event of the Bidder being unable to service the contract for whatever reason, SMC would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to the SMC as compensation for any loss resulting from the **Respondent's** failure to complete its obligations under the Contract.
SMC shall notify the **Respondent** in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the **Respondent** is in default.
- SMC shall also be entitled to make recoveries from the Respondent's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- We undertake to pay to the SMC up to the above amount upon receipt of its first written demand, without the SMC having to substantiate its

demand, provided that in its demand the SMC will specify that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

- This guarantee will remain in force up to and including three months after the expiry of period of contract, and any demand in respect thereof should reach the Bank not later than the above date. Any amendment in this context will be mutually acceptable by SMC/ Bank/ Bidder.

Annexure 2 – Guidelines for Financial Proposal

1. Unless expressly indicated, bidder shall not include any technical information regarding the services in the financial proposal.
2. Prices shall be quoted entirely in Indian Rupees.
3. No adjustment of the contract price shall be made on account of any variations in costs of labour and materials or any other cost component affecting the total cost in fulfilling the obligations under the contract. The contract price shall be the only payment payable to the bidder for completion of the contractual obligations by the Bidder under the Contract, subject to the terms of payment specified in the contract. The price **quoted shall be inclusive of all taxes, duties, and charges and levies as applicable**. Prices quoted for all Hardware and software shall be inclusive of supply at site, installation and commissioning. No extra payment on any account shall be admissible.
4. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of project. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

Form 4: Financial Proposal Submission Form (online Submission only)

(To be submitted on the Letterhead of the bidder)

[Location, Date]

To,
Chief Executive Officer
Solapur City Development Corporation Limited
<<ADDRESS>>

Ref: RFP Notification no <<>>

Subject: Submission of Financial proposal in response to the RFP for “Design Development and Maintenance of SMC Portal”.

Dear Sir,

We, the undersigned, offer to provide the services for *[Insert title of assignment]* in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal. Our attached Financial Proposal for is for the sum of *[Insert amount(s) in words and figures]*. We are aware that any conditional financial offer will be outright rejected by SMC. This amount is inclusive of taxes as listed at Form 6 (Consolidated Cost Summary) attached.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal i.e. XXXX days from the date of opening of financial bid.

We are aware that SMC reserves the right to accept or reject any or all bids without assigning any reasons thereof.

We remain,

Yours sincerely,
Authorized Signature *[In full and initials]*:
Name and Title of Signatory:
Name of Firm:
Stamp of the Signatory:

Form 5: Details for Financial Proposal**Consolidated Cost Summary (Inclusive of taxes)**

	Item-wise amounts (Inclusive of Taxes)	Amount in Figure (Rs.)
A	Design, Development, Testing and implementation Cost	
B	Operation and Maintenance Cost for XXXX year after Go-live	
C	Grand Total for Design, development, testing, implementation, operations and maintenance inclusive of Taxes (A+B)	
Grand Total in Words: (This figure shall be used for evaluation of financial proposals)		

Form 6: Format of sending queries

Ref: RFP Notification <<>>

Name of the Bidder-

Contact Address of the Bidder-

Sr. No	Section No	Page No	Query

Signature:

Name of the Authorized signatory:

Company seal:

Form 7: Format of providing citations

Sr. No	Item	Guidelines	Attachment Ref. No for details
1	Name of the Project		
2	Date of Work order		
3	Client Details	Name: Contact person's Name & No.	
4	Scope of Work	Provide Scope of Work: Highlight Key Result Areas expected and achieved	
5	Contract Value	Provide particulars on Contract value assigned to each major phase and milestone	
6	Complete Project Duration	Provide particulars on the total time taken on completion of the project including time details on various activities	

Annexure 3 - Non-Disclosure Agreement

This Non-Disclosure Agreement ("Non-Disc") is made and entered into ____ day of ____ month ____ year (effective date) by and between _____ ("Department") and _____ ("Company").

Whereas, Department and Company have entered into an Agreement ("Agreement") _____ effective _____ for _____; and

Whereas, Each party desires to disclose to the other party certain information in oral or written form which is proprietary and confidential to the disclosing party, ("CONFIDENTIAL INFORMATION").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

1. **Definitions.** As used herein:

(a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Department's Information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.

(b) The term, "Department" shall include the officers, employees, agents, consultants, contractors and representatives of Department.

(c) The term, "Company" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Company, including its applicable affiliates and subsidiary companies.

Protection of Confidential Information: With respect to any Confidential Information disclosed to it or to which it has access, Company affirms that it shall:

(a) Use the Confidential Information as necessary only in connection with Project and in accordance with the terms and conditions contained herein;

- (b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information than the parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients;
 - (c) Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Proposals developed by or originating from Department or any of the prospective clients of Department except as necessary, under prior written intimation from Department, in connection with the Project, and ensure that any such copy is immediately returned to Department even without express demand from Department to do so;
 - (d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the other party; and
 - (e) Return to the other party, or destroy, at Department's discretion, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
 - (f) Not to discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between Department and Company or the nature of services to be provided by the Company to the Department.
3. **Onus.** Company shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
4. **Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
- (a) Which is independently developed by Company or lawfully received from another source free of restriction and without breach of this Agreement; or
 - (b) After it has become generally available to the public without breach of this Agreement by Company; or
 - (c) Which at the time of disclosure to Company was known to such party free of restriction and evidenced by documentation in such party's possession; or
 - (d) Which Department agrees in writing is free of such restrictions.
 - (e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
5. **Remedies.** Company acknowledges that (a) any actual or threatened disclosure or use of the Confidential Information by Company would be a breach of this agreement and may cause immediate and irreparable harm to Department; (b) Company affirms that damages from such disclosure or use by it may be impossible to measure accurately; and (c) injury sustained by Department may be impossible to calculate and remedy fully. Therefore, Company acknowledges that in the event of such a breach, Department shall be entitled to specific performance by Company of Company's obligations contained in this Agreement. In addition Company shall indemnify Department of the actual and liquidated damages which

may be demanded by Department. Moreover, Department shall be entitled to recover all costs (including reasonable attorneys' fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Company.

6. **Need to Know.** Company shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the disclosing party.
7. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
8. **No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
10. **Dispute Resolution.** If any difference or dispute arises between the Department and the Company in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, any such dispute shall be referred to the Secretary, Information Technology, Maharashtra Government.
 - (a) The arbitration proceedings shall be conducted in accordance with the (Indian) Arbitration & Conciliation Act, 1996 & amendments thereof.
 - (b) The place of arbitration shall be Mumbai.
 - (c) The arbitrator's award shall be substantiated in writing and binding on the parties.
 - (d) The proceedings of arbitration shall be conducted in English language.
 - (e) The arbitration proceedings shall be completed within a period of 180 days from the date of reference of the dispute to arbitration.
11. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the exclusive jurisdiction of Courts and/or Forums situated at Mumbai, India only.
12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
13. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

- 14. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
- 16. **Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- 17. **Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after any expiration or termination of this Agreement.
- 18. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years Company shall not solicit or attempt to solicit Department’s employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Department with any employee and/or consultant of the Department who has knowledge of the Confidential Information, without the prior written consent of Department. This section will survive irrespective of the fact whether there exists a commercial relationship between Company and Department.
- 19. **Term.** Subject to aforesaid section 17, this Agreement shall remain valid up to years from the “effective date”.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Solapur Municipal Corporation,

For Company

Name:

Name :

Title:

Title :

WITNESSES:

- 1.
- 2.

Annexure 4– Checklist

Sr. no.	List of Document	Enclosed/Not
Envelop A: EMD		
1	Demand Draft of Rs 5,00,000/- as Earnest Money	
2	Demand Draft of Rs 5000/- as Tender Fee	
Envelope B: Technical Proposal		
2	Signed and stamped copy of the original RFP document	
3	For Pre-qualification Criteria 1: Certificate of Incorporation/ Registration	
4	For Pre-qualification Criteria 2: Attested copy of the Memorandum and Articles of Association Byelaws/ Partnership Deed.	
5	For Pre-qualification Criteria 3: Audited Annual Financial Statements and Annual Report and Certified statement from the current Statutory Auditors of the bidder	
6	For Pre-qualification Criteria 4: Copy of Work Order & Customer satisfaction certificate should be attached.	
7	For Pre-qualification Criteria 5: Certificate from Certifying/Auditing agency or Certificate from the current authorized signatory of the company	
9	For Pre-qualification Criteria 7: Certificate from the current authorized signatory of the company	
10	For Pre-qualification Criteria 8: Certificate from the current authorized signatory of the company	
11	Technical Bid Covering Letter	
11	Project Plan (Approach and methodology)	
12	Any other Document	
Envelop C: Financial Proposal (online Submission Only)		
12	Financial Bid Covering Letter	
13	Details for Financial proposal	