



# Solapur City Development Corporation Limited



## REQUEST FOR PROPOSAL

Revision-R2

Particulars	Details
Client	Solapur City Development Corporation Limited, Solapur, INDIA
Project Name	Implementation of projects under Smart City Mission in Solapur City
Assignment Name	Appointment of an Urban Designer for undertaking a Local Area Planning Project for a Smart Road in ABD Area for Solapur Smart City
Document Issue Date	13 <sup>th</sup> December 2016
Document Number	2016-17/09

Solapur City Development Corporation Limited, Solapur, Maharashtra, India  
Indrabhuvan, Ambedkar Chowk Solapur-413001.

**November 2016**

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## **DISCLAIMER**

The information contained in this Request for Proposal document ("RfP") or subsequently provided to Consultants, 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 Consultants 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 Consultants or any other person. The purpose of this RfP is to provide interested Consultants 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 Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Consultant 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 Consultant 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 Consultants 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 Consultant 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 Consultant 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 Consultant or to appoint the Selected Consultant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Consultant 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 Consultant 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 Consultant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## Section 1. Letter of Invitation

13/12/2016

**RFP No.** 2016-17/09;

**Project Name:** Assistance in implementation of smart city proposal for Solapur.

**Name of the SPV :** Solapur City Development Corporation Limited

**Title of the Consulting Services:** Appointment of an Urban Designer for undertaking a Local Area Planning Project for a Smart Road in the ABD Area for Solapur Smart City

Dear Mr. /Ms.:

1. The Solapur City Development Corporation Limited (hereinafter called “Authority”) is implementing Smart City Proposal in Solapur City under Smart City Mission.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): undertaking a Local Area Planning Project for a Smart Road in the ABD Area for Solapur Smart City. More details on the Services are provided in Section 8. Terms of Reference.
3. It is not permissible to transfer this invitation to any other firm.
4. A Consultant will be selected under Quality and Cost Based Selection method (QCBS) and in a Proposal format as described in this RFP.
5. Consultants are advised that the selection of Consultant 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.
6. The bids shall be accepted in the Physical form as described in the RfP.
7. The Bid will be rejected in case the Consultant has submitted the conditional bid and/or the specifications of the terms to be supplied are not complied with RFP
8. The Consultants will submit the proposal by the date & time indicated in Data Sheet and the instructions to the Consultants called project specific information.
9. The RFP includes the following documents:

Section 1 – Letter of Invitation

Section 2 – Instructions to Consultants 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- 413004



## Section 2. Instructions to Consultants and Data Sheet

### A. General Provisions

<b>1. Definitions</b>	<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 Consultant.</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 Capacity Building for Urban Development</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 Consultant.</p> <p>(f) “Consultant” means a legally-established professional consulting 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 Consultant 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 Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</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 Consultant).</p> <p>(k) “GOM” means the Government of Maharashtra</p> <p>(l) “GoI” means the Government of India.</p> <p>(m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant 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</p>
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	<p>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 Consultant’s proposal.</p> <p>(o) “SCDCL ” Solapur City Development Corporation Limited</p> <p>(p) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provide the Consultants with all information needed to prepare their Proposals.</p> <p>(q) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the Consultants.</p> <p>(r) “MD” means Managing Director of Solapur City Development Corporation Limited (SCDCL), if any.</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 Consultant or its Sub-consultant 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 Consultant.</p> <p>(w) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, 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 Consultant pursuant to the Contract.</p> <p>(z) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.</p>
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	<p>(aa) “SPV” means Special Purpose vehicle which is Solapur City Development Corporation Limited.</p> <p>(bb) “TORs” (Section 8. Terms of Reference 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 Consultant, and expected results and deliverables of the assignment.</p>
<p><b>2. Introduction</b></p>	<p><b>1.1</b> The Client named in the <b>Data Sheet</b> intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the <b>Data Sheet</b>.</p> <p><b>1.2</b> The Consultants are invited to submit a Qualification Documents, Technical Proposal and a Financial Proposal, as specified in the <b>Data Sheet</b>, for consulting services required for the assignment named in the <b>Data Sheet</b>. The Proposal will be the basis for negotiating (except financials) and ultimately signing the Contract with the selected Consultant.</p> <p><b>1.3</b> The Consultants 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 <b>Data Sheet</b>. Attending any such pre-bid meeting is optional and is at the Consultants’ expense. If any such pre-bid meeting is organized, a maximum of two personnel can attend the meeting on behalf of each Consultant</p> <p><b>1.4</b> The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the <b>Data Sheet</b>.</p>
<p><b>3. Conflict of Interest</b></p>	<p><b>1.5</b> The Consultant 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><b>1.6</b> The Consultant 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 Consultant or the termination of its Contract and/or sanctions by the Solapur City Development Corporation Limited.</p> <p>a. Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
<p><b>a. Conflicting activities</b></p>	<p>(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has</u></p>

	<p>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.</p>
<b>b. Conflicting assignments</b>	(ii) <u>Conflict among consulting assignments</u> : a Consultant (including its Personnel and Sub-consultants) 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 Consultant for the same or for another Client.
<b>c. Conflicting relationships</b>	(iii) <u>Relationship with the Client’s staff</u> : a Consultant (including its Personnel and Sub-consultants) 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.
<b>4. Unfair Competitive Advantage</b>	<b>1.7</b> Fairness and transparency in the selection process require that the Consultants 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 <b>Data Sheet</b> and make available to all Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
<b>5. Corrupt and Fraudulent Practices</b>	<b>1.8</b> The Client requires compliance in regard to corrupt and fraudulent practices as set forth in Section 6. <b>1.9</b> In further pursuance of this policy, Consultant shall permit and shall cause its agents, Personnel, Sub-consultants, sub-contractors, 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.
<b>6. Eligibility</b>	<b>1.10</b> The Client permits consultants (individuals and firms from all countries to offer consulting services.

	<p><b>1.11</b> Furthermore, it is the Consultant’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>B. Preparation of Proposals</b></p>	
<p><b>7. General Considerations</b></p>	<p><b>1.12</b> In preparing the Proposal, the Consultant 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>
<p><b>8. Cost of Preparation of Proposal</b></p>	<p><b>1.13</b> The Consultant 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 Consultant.</p>
<p><b>9. Language</b></p>	<p><b>1.14</b> The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client shall be written in the language(s) specified in the <b>Data Sheet</b>.</p>
<p><b>10. Documents Comprising the Proposal</b></p>	<p><b>1.15</b> The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b>.</p> <p><b>1.16</b> If specified in the <b>Data Sheet</b>, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country’s laws against fraud and corruption (including bribery).</p> <p><b>1.17</b> The Consultant 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>
<p><b>11. Only One Proposal</b></p>	<p><b>1.18</b> The Consultant shall submit only one Proposal, either in its own name. If a Consultant submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.</p>
<p><b>12. Proposal Validity</b></p>	<p><b>1.19</b> The <b>Data Sheet</b> indicates the period during which the Consultant’s Proposal must remain valid after the Proposal submission deadline.</p> <p><b>1.20</b> During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p> <p><b>1.21</b> If it is established that any Key Expert nominated in the Consultant’s Proposal was not available at the time of Proposal submission or was included in the Proposal</p>

	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 ITC.
<b>a. Extension of Validity Period</b>	<p><b>1.22</b> 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 Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.</p> <p><b>1.23</b> If the Consultant 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><b>1.24</b> The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<b>b. Substitution of Key Personnel (Expert Pool, Resource Pool and Deputy Team Leader) at Validity Extension</b>	<p><b>1.25</b> If any of the Key Personnel become unavailable for the extended validity period, the Consultant 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><b>1.26</b> If the Consultant 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><b>1.27</b> The replacement of the consultant during the project duration shall be as indicated in the <b>Data Sheet</b>.</p>
<b>c. Sub-Contracting</b>	<b>1.28</b> The Consultant shall not subcontract whole of the Services.
<b>13. Clarification and Amendment of RFP</b>	<p><b>1.29</b> The Consultant may request a clarification of any part of the RFP during the period indicated in the <b>Data Sheet</b> 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 <b>Data Sheet</b>. The Client 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><b>a)</b> 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</p>

	<p>amendments shall be uploaded on the clients website and will be binding on them. The Consultants shall update themselves by visiting the client’s website regularly, for not being updated by the Consultants themselves, Client bears no responsibility.</p> <p><b>b)</b> If the amendment is substantial, the Client may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.</p> <p><b>1.30</b> The Consultant 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><b>14. Preparation of Proposals – Specific Considerations</b></p>	<p><b>1.31</b> While preparing the Proposal, the Consultant must give particular attention to the following:</p> <p><b>a)</b> The Client may indicate in the <b>Data Sheet</b> 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 Consultant’s own estimates for the same.</p> <p><b>b)</b> If stated in the <b>Data Sheet</b>, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the <b>Data Sheet</b>) 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 <b>Data Sheet</b>.</p> <p><b>c)</b> 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 <b>Data Sheet</b>, and the Financial Proposal shall not exceed this budget.</p>
<p><b>15. Qualification Documents, Technical Proposal Format and Content</b></p>	<p><b>1.32</b> The Qualification Documents and Technical Proposal shall not include any financial information. A Qualification Documents and Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.1.1 Consultant 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>

	<b>1.33</b> Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the <b>Data Sheet</b> and using the Standard Forms provided in Section 3 of the RFP.
<b>16. Financial Proposal</b>	<b>1.34</b> 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 <b>Data Sheet</b> .
<b>a. Price Adjustment</b>	<b>1.35</b> 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 <b>Data Sheet</b> .
<b>b. Taxes</b>	<b>1.36</b> The Consultant and its Sub-consultants and Personnel are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the <b>Data Sheet</b> . Information on taxes in the Client's country is provided in the <b>Data Sheet</b> .
<b>c. Currency of Proposal</b>	<b>1.37</b> The Consultant may express the price for its Services in the currency or currencies as stated in the <b>Data Sheet</b> . If indicated in the <b>Data Sheet</b> , the portion of the price representing local cost shall be stated in the national currency.
<b>d. Currency of Payment</b>	<b>1.38</b> Payment under the Contract shall be made in the currency of client's country.
<b>17. Earnest money Deposit</b>	<p><b>1.39</b> An EMD amount as indicated in the Data Sheet in the form of demand draft (DD) drawn in favor of the client name indicated in the Data Sheet and payable at place as mentioned in the Data Sheet, must be submitted along with the Proposal.</p> <p><b>1.40</b> Proposals not accompanied by EMD shall be rejected as non-responsive.</p> <p><b>1.41</b> No interest shall be payable by the Client for the sum deposited as earnest money deposit.</p> <p><b>1.42</b> The EMD of the unsuccessful bidders would be returned back within one month of signing of the contract.</p> <p><b>1.43</b> 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>
<b>18. The EMD shall be forfeited by the Client in the events</b>	<p><b>1.44</b> If Proposal is withdrawn during the validity period or any extension agreed by the consultant thereof.</p> <p><b>1.45</b> 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><b>1.46</b> If the consultant tries to influence the evaluation process.</p>



	<p><b>1.47</b> If the First ranked consultant withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the consultant).</p>
<p><b>19. Bid documents and Processing Fees</b></p>	<p><b>1.48</b> All consultants are required to pay amount as indicated in the <b>Data Sheet</b> towards the cost of Bid documents and Bid Processing Fees as follows:</p> <ul style="list-style-type: none"> <li>a. Bid Documents and Bid Processing fee shall be paid in the form of a Demand Draft in the name of Solapur City Development Corporation Limited and shall be payable at Solapur and shall be submitted along with qualification document.</li> <li>b. The Bid Documents fee and Bid Processing Fee is Non-Refundable.</li> </ul> <p><b>1.49 Please note that the Proposal, which does not include the Bid Documents fee and bid processing fees, would be rejected as non-responsive.</b></p>
<p><b>C. Submission, Opening and Evaluation</b></p>	
<p><b>20. Submission, Sealing, and Marking of Proposals</b></p>	<p><b>1.50</b> The Consultant 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).</p> <p><b>1.51</b> An authorized representative of the Consultant 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, on a Stamp Paper of an appropriate value, attached to the Qualification Documents Proposal.</p> <p><b>1.52</b> Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Proposal.</p> <p><b>1.53</b> The signed Proposal shall be marked “Original”, and its copies marked “Copy<sup>1</sup>” 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> <p><b>1.54</b> The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked “Technical Proposal”, “Appointment of an Urban Designer for undertaking a Local Area Planning Project for a Smart Road in ABD Area for Solapur Smart City”, reference number, name and address of the Consultant, and</p>

<sup>1</sup> Copy means photo copy(ies) of the original proposal.

	<p>with a warning “Do Not Open until <i>[insert the date and the time of the Technical Proposal submission deadline]</i>.”</p> <p><b>1.55</b> 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 Consultant, and with a warning “Do Not Open With The Technical Proposal.”</p> <p><b>1.56</b> 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, Consultant’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><b>1.57</b> 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><b>1.58</b> 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><b>1.59</b> The Consultants shall submit all the documents of Qualification Document and Technical Proposal in Hard / Spiral bound document with all pages of the respective documents collated.</p>
<p><b>21. Confidentiality</b></p>	<p><b>1.60</b> From the time the Proposals are opened to the time the Contract is awarded, the Consultant 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 Consultants 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><b>1.61</b> Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal.</p> <p><b>1.62</b> Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Client on</p>

	<p>any matter related to the selection process, it should do so only in writing.</p>
<p><b>22. Performance Security</b></p>	<p><b>1.63</b> 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"> <li>(a) if an Applicant engages in any of the Prohibited Practices specified in Clause 5 of this RFP;</li> <li>(b) if the Applicant is found to have a Conflict of Interest as specified in Clause 3 of this RFP; and</li> <li>(c) if the selected Applicant commits a breach of the Agreement.</li> </ul> <p><b>1.64</b> An amount equal to 2% (two 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><b>23. Opening of Technical Proposals</b></p>	<p><b>1.65</b> The Client's evaluation committee shall conduct the opening of the <u>Qualification Documents &amp; Technical Proposals</u> in the presence of the Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the <b>Data Sheet</b>). The opening date, time and the address are stated in the <b>Data Sheet</b>. The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 26 of the ITC.</p> <p><b>1.66</b> At the opening of the Qualification Documents Proposals the following shall be read out:</p> <ul style="list-style-type: none"> <li>a) the name and the country of the Consultant</li> <li>b) the presence or absence of a duly sealed envelope with the Financial Proposal;</li> <li>c) any modifications to the Proposal submitted prior to proposal submission deadline; and</li> <li>d) any other information deemed appropriate or as indicated in the Data Sheet.</li> </ul>
<p><b>24. Proposals Evaluation</b></p>	<p><b>1.67</b> Subject to provision of Clause 15.1 of the ITC, the evaluators of the Qualification Documents and Technical Proposals shall have no access to the Financial Proposals</p>

	<p>until the Qualification Documents &amp; technical evaluation is concluded.</p> <p><b>1.68</b> The Consultant 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 ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Qualification documents, Technical and Financial Proposals.</p>
<p><b>25. Evaluation of Qualification Documents and Technical Proposals</b></p>	<p><b>1.69</b> 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 Consultants 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>
<p><b>26. Financial Proposals for QBS</b></p>	<p><b>1.70</b> Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.</p> <p><b>1.71</b> If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant 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>
<p><b>27. Public Opening of Financial Proposals (for QCBS, methods)</b></p>	<p><b>1.72</b> After the technical evaluation is completed, the Client shall notify those Consultants 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 Consultant’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 Consultants that have 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 Consultants sufficient time to make arrangements for attending the opening. The Consultant’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 Consultant’s choice.</p>

	<p><b>1.73</b> 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 Consultants whatsoever shall be present and whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, 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 Consultants who submitted Proposals and/or uploaded on the Client’s web site.</p> <p><b>1.74</b> 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><b>28. Correction of Errors</b></p>	<p><b>1.75</b> 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><b>a. Time-Based Contracts</b></p>	<p><b>a)</b> 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, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.</p>
<p><b>29. Taxes</b></p>	<p><b>1.76</b> The Client’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the Client’s country in accordance with the instructions in the Data Sheet.</p>

<b>30. Conversion to Single Currency</b>	<b>1.77</b> 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.
<b>31. Combined Quality and Cost Evaluation</b>	
<b>a. Quality- and Cost-Based Selection (QCBS)</b>	<b>1.78</b> 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 Consultant achieving the highest combined technical and financial score will be invited for negotiations.
<b>D. Negotiations and Award</b>	
<b>32. Negotiations</b>	<p><b>1.79</b> The negotiations will be held at the date and address indicated in the <b>Data Sheet</b> with the Consultant’s representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.</p> <p><b>1.80</b> The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant’s authorized representative.</p>
<b>a. Availability of Key Personnel</b>	<p><b>1.81</b> The invited Consultant 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 ITC. Failure to confirm the Key Personnel’ availability may result in the rejection of the Consultant’s Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.</p> <p><b>1.82</b> 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 Consultant, including but not limited to death or medical incapacity. In such case, the Consultant 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>
<b>b. Technical negotiations</b>	<b>1.83</b> 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><b>c. Financial negotiations</b></p>	<p><b>1.84</b> The negotiations include the clarification of the Consultant’s tax liability in India and how it should be reflected in the Contract.</p> <p><b>1.85</b> 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 <b>shall not</b> be negotiated.</p>
<p><b>33. Conclusion of Negotiations</b></p>	<p><b>1.86</b> The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant’s authorized representative.</p> <p><b>1.87</b> If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.</p>
<p><b>34. Award of Contract</b></p>	<p><b>1.88</b> After completing the negotiations the Client shall sign the Contract; publish the award information as per the instructions in the <b>Data Sheet</b>; and promptly notify the other technically qualified Consultants or upload the detail on the website.</p> <p><b>1.89</b> The Consultant is expected to commence the assignment on the date and at the location specified in the <b>Data Sheet</b>.</p>

## Instructions to Consultants

### E. Data Sheet

<b>A. General</b>	
<b>ITC Clause Reference</b>	
<b>2.1</b>	<p><b>Name of the Client:</b> <i>Solapur City Development Corporation Limited</i> (SCDCL ) represented by the CEO.</p> <p><b>Method of selection:</b> Quality and Cost Based Selection.</p>
<b>2.2</b>	<p><b>Financial Proposal to be submitted together with Qualification Documents and Technical Proposal:</b> Yes</p> <p><b>The name of the assignment is:</b> Appointment of an Urban Designer for undertaking a Local Area Planning Project for a Smart Road in the ABD Area for Solapur Smart City</p>
<b>2.3</b>	<p><b>A pre-bid meeting will be held:</b> No</p> <p>Date: NA</p> <p>Time: NA</p> <p>Address: NA</p> <p>E-mail: <a href="mailto:solapurcitydcl@gmail.com">solapurcitydcl@gmail.com</a></p> <p>Contact person/ coordinator: Mr. Sanjay Teli, CEO, SCDCL</p>
<b>2.4</b>	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b></p> <p>Smart City Proposal of Solapur City can be downloaded from government of India's Smart City website <a href="http://smartcities.gov.in">http://smartcities.gov.in</a> .</p> <p>Clarifications may be requested as per Clause 1.29 of Data Sheet</p>
<b>4.1</b>	NA
<b>B. Preparation of Proposals</b>	



<b>9.1</b>	<p>This RFP has been issued in the English language.</p> <p><b>Proposals shall be submitted in English Language.</b></p> <p><b>All correspondence exchange shall be in English Language.</b></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 translator<sup>2</sup>, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.</p>
<b>10.1</b>	<p><b>The Proposal shall comprise the following:</b></p> <p><b>Qualification Documents (Envelope-A)</b></p> <p><b>1<sup>st</sup> Inner Envelope</b></p> <ul style="list-style-type: none"><li>(1) Letter of Submission of Proposal</li><li>(2) Power of Attorney to sign the Proposal</li><li>(3) Financial Qualification Forms</li><li>(4) Technical Qualification Forms</li><li>(5) Affidavit Certifying that Consultant (Consulting Firm)/ Director(s) of Consulting Firm are not blacklisted.</li><li>(6) Bank Guarantee / DD for EMD.</li></ul> <p>AND</p> <p><b><u>For FULL TECHNICAL PROPOSAL (FTP):</u></b></p> <p><b>2<sup>nd</sup> Inner Envelope (Envelop-B)</b></p> <ul style="list-style-type: none"><li>(1) TECH-1</li><li>(2) TECH-2</li><li>(3) TECH-6</li><li>(4) TECH-7</li><li>(5) TECH-8</li></ul> <p>AND</p>

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<sup>2</sup> 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 align="center"><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal (if applicable):</b></p> <p>(1) FIN-1</p> <p>(2) FIN-2</p> <p>(5)Statement of Undertaking (if required under Data Sheet 10.2 below)</p>
<b>10.2</b>	<b>Statement of Undertaking is required : No</b>
<b>11.1</b>	<p><b>Joint venture (JV):</b> Not Allowed</p> <p><b>Consortium:</b> No.</p> <p><b>Participation of Key Personnel and Non-Key Personnel in more than one Proposal is permissible : No</b></p>
<b>12.1</b>	<b>Proposals must remain valid for 120 (one hundred and twenty) calendar days after the proposal submission deadline.</b>
<b>12.9</b>	<b>DELETED</b>
<b>13.1</b>	<p><b>Clarifications may be requested no later than 05 (five) days prior to the – bid submission date.</b></p> <p>The contact information for requesting clarifications is</p> <p>E-mail: <a href="mailto:solapurcitydcl@gmail.com">solapurcitydcl@gmail.com</a></p>
<b>14.1 a</b>	<b>NA</b>
<b>14.1.1</b>	<p><b>Consultants may associate with</b></p> <p><b>(a) non-Qualified Consultant(s): No</b></p> <p><b>Or</b></p> <p><b>(b) other Qualified Consultants: No</b></p>
<b>14.1.2</b>	As per the Detail provided in the TOR.
<b>15.2</b>	The format of the Technical Proposal to be submitted is: Full Technical proposal ( <b>FTP</b> ).

	Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
<b>16.1</b>	<b>Reimbursable Expenses: Nil</b>
<b>16.2</b>	<b>A price adjustment provision applies to remuneration rates: No.</b>
<b>16.3</b>	Amount payable by the Client to the Consultant under the contract to be subject to local taxation: Yes  The Client will  - <b>reimburse the Consultant for indirect local taxes (including service tax) and duties as per SCC Clause 39.1, 39.2 and 39.3 – Yes</b>  - <b>reimburse the Consultant income tax paid in India on the remuneration for services provided by the non-resident staff of the consultant – No</b>
<b>16.4</b>	<b>The Financial Proposal shall be stated in the following currencies:</b>  Consultant may express the price for their Services in any fully convertible currency, singly or in combination of up to three foreign currencies.  <b>The Financial Proposal should state local costs in the Client’s country currency (local currency): Yes</b>
<b>17.1</b>	An EMD of INR. 20,000 (Indian Rupees Twenty Thousand) in the form of DD from a Nationalized/Scheduled bank in India and drawn in favor of the <b>Solapur City Development Corporation Limited</b> and payable at <b>Solapur</b> , must be submitted along with the Proposal.
<b>19.1</b>	Bid Documents and bid processing fee : Rs. 5,000 (INR Five Thousand Only) in the form of DD from a Nationalized/Scheduled bank in India and drawn in favor of the Solapur City Development Corporation Limited and payable at Solapur, must be submitted along with the Proposal.
<b>C. Submission, Opening and Evaluation</b>	
<b>20.1</b>	<b>The Consultants shall submit their Proposals Physically (Hard Copy) as per clause 20.4 of the data Sheet. Please Refer Clause 20 in Section C Sealing, Opening and Evaluation for details.</b>
<b>20.4</b>	<b>The Consultant must submit the following:</b> <b>Physical Submission:</b> One Original and 1 copy of the original Technical Proposal. <u>The Financial Proposal Shall be submitted in Original only.</u> No Financial information shall be

	placed in the envelope containing the copy of the Technical Proposal.
<b>20.7 and 20.9</b>	<p><b>The Proposals must be submitted no later than:</b>  <b>Date:</b> 20<sup>th</sup> December, 2016.  <b>Time:</b> 15:00 Local Time  <b>The Proposal submission address is:</b></p> <p><b>Physical Submission :</b>  <b>Solapur City Development Corporation Limited</b>  <b>C/O Solapur Municipal Corporation Office</b>  <b>Solapur</b>  <b>Maharashtra (INDIA)</b>  <b>Pin 413001</b></p>
<b>23.1</b>	<p><b>The opening shall take place at:</b>  <b>Solapur City Development Corporation Limited</b>  <b>C/O Solapur Municipal Corporation Office, Solapur, Maharashtra (INDIA), Pin 413001</b>  <b>Date:</b> 21<sup>st</sup> December, 2016  <b>Time:</b> 16:00 Local Time</p> <p><b>The Technical Presentations shall take place at:</b>  <b>Solapur City Development Corporation Limited</b>  <b>C/O Solapur Municipal Corporation Office, Solapur Maharashtra (INDIA), Pin 413001</b>  <b>Date &amp; Time:</b> Will be communicated to qualified bidders by the Authority later</p>
<b>23.2</b>	<b>In addition, the following information will be read aloud at the opening of the Technical Proposals N/A</b>
<b>25.1</b>	<p><b>Pre-Qualification Documents (Envelop A):</b></p> <p><b>1. Registration:</b></p> <p>a. The Consultant shall be an entity incorporated under the Indian Companies Act 1956/2013 or incorporated under equivalent law abroad or the Consultant should be a firm/LLP or Proprietor Firms working in the field of Urban Design and should submit registration /incorporation under the governing legislation. The Consultant shall be required to submit a true copy of its Incorporation Certificate or relevant documentation of the legal entity along with the Proposal.</p> <p>b. Consultant must have a valid service tax registration in India. The Consultant shall be required to submit a true copy of its Incorporation Certificate along with the Proposal.</p>

	<p><b>2. Financial Eligibility :</b></p> <p>a. Minimum Average Annual Turnover from Consultancy Services: Indian Rupees (INR) 5 (Five) Lakhs in the last three financial years preceding the Bid Submission Date.</p> <p>b. The Consultancy firm shall have a Net Profit in all the years for which the certificate is being submitted.</p> <p><b>3. Technical Eligibility:</b></p> <p>The Consultant should showcase that the firm has participated in similar kind of local area design activities in any other cities of Maharashtra.</p> <p><b>Technical Proposal (Envelop B):</b></p> <p>Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:</p> <table border="1" data-bbox="378 896 1382 1328"> <thead> <tr> <th>No.</th> <th>Details of experience</th> <th>Score</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Similar Experience of Local Area Planning</td> <td>30 Marks</td> </tr> <tr> <td>2.</td> <td>Technical Presentation</td> <td>30 Marks</td> </tr> <tr> <td rowspan="5">3.</td> <td colspan="2">Teaming (Please Refer Section – 8 (TOR) for qualification and experience of the Team.</td> </tr> <tr> <td>Lead Urban Designer</td> <td>10</td> </tr> <tr> <td>Lead Architect</td> <td>10</td> </tr> <tr> <td>Structural Engineer</td> <td>10</td> </tr> <tr> <td>Project Manager – Construction Project Management</td> <td>10</td> </tr> <tr> <td></td> <td><b>Total</b></td> <td><b>100 Marks</b></td> </tr> </tbody> </table> <p><b>Total points for the criteria: 100</b>  <b>The minimum technical score (St) required to pass is: 50</b></p>	No.	Details of experience	Score	1.	Similar Experience of Local Area Planning	30 Marks	2.	Technical Presentation	30 Marks	3.	Teaming (Please Refer Section – 8 (TOR) for qualification and experience of the Team.		Lead Urban Designer	10	Lead Architect	10	Structural Engineer	10	Project Manager – Construction Project Management	10		<b>Total</b>	<b>100 Marks</b>
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	Structural Engineer	10																						
	Project Manager – Construction Project Management	10																						
	<b>Total</b>	<b>100 Marks</b>																						
<p><b>27.1 &amp; 27.2</b></p>	<p><b>An online option of the opening of the Financial Proposals is offered: No</b></p>																							
<p><b>29.1</b></p>	<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, 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 Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>																							

<p><b>30.1</b></p>	<p><b>The single currency for the conversion of all prices expressed in various currencies into a single one is: <u>Indian Rupees</u></b></p> <p><b>The official source of the selling (exchange) rate is: <u>State Bank of India [SBI] (New Delhi) BC Selling rate of Exchange.</u></b></p> <p><b>The date of the exchange rate is: Dead line for submission of proposals specified in para 20.7 above.</b></p>
<p><b>31.1 (QCBS only)</b></p>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b>  <math>Sf = 100 \times Fm / F</math>, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.  <b>The weights given to the Technical (T) and Financial (P) Proposals are:</b>  <b>T = 0.9, and</b>  <b>P = 0.1</b>  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: <math>S = St \times T\% + Sf \times P\%</math>.</p>
<p><b>D. Negotiations and Award</b></p>	
<p><b>32.1</b></p>	<p><b>Expected date and address for contract negotiations:</b> Date and Address shall be intimated to the selected bidder</p>
<p><b>33.1</b></p>	<p><b>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following:</b> Will be done within seven days of completion of contract negotiation</p>
<p><b>34.2</b></p>	<p><b>Expected date for the commencement of the Services:</b> within 7 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 (CEO)  
Solapur City Development Corporation Limited  
C/O Solapur Municipal Corporation Office  
Solapur  
Maharashtra (INDIA)  
Pin 413001**

**Ref:** RfP for Appointment of an Urban Designer for undertaking a Local Area Planning Project for a Smart Road in the ABD Area for Solapur Smart City

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Appointment of an Urban Designer for undertaking a Local Area Planning Project for a Smart Road in the ABD Area for Solapur Smart City under Smart City Mission (SCM) 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 ITC 3.

- (d) We meet the eligibility requirements as stated in ITC 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 ITC 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 ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (h) We confirm that our Application is valid for a period of 120 (one hundred and twenty) days from 28<sup>th</sup> November 2016 (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 Consultant (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 an Urban Designer for undertaking a Local Area Planning Project for a Smart Road in the ABD Area for Solapur Smart 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**

<b>S. No.</b>	<b>Financial Year</b>	<b>Annual Turnover (Rs.)</b>	<b>Net Profit</b>
1	Financial Year 2012-13		
2	Financial Year 2013-14		
3	Financial Year 2014-15		

*Note: No 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 Consultant]

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)]*

<b>Duration</b>	<b>Assignment name/ &amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (in INR. equivalent)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>	<b>Certificate from the client provided</b>
{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 Consultant}	Yes/No  a. Copy of agreement/if international then apostle; b. Copy of completion certificate; [Issued by Competent Authority]

(Name and Sig of Authorized Signatory)

**APPENDIX 5: FORMAT FOR AFFIDAVIT CERTIFYING THAT CONSULTANT  
(CONSULTING FIRM)/ DIRECTOR(S) OF CONSULTING 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 this .....Day of ....., 201....

Name of the Applicant

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

**APPENDIX 6: FORM OF BANK GUARANTEE (EARNEST MONEY DEPOSIT)**

Whereas M/s ..... (hereunder called the consultants) is desirous and prepared to tender for work in accordance with terms and conditions of Tender. No. 01 of 2016-17 dated..... And whereas We, .....Bank, agree to give the Consultants a Guarantee for the Earnest Money Deposit.

1. Therefore, we here by affirm that we are Guarantors on behalf of the consultants up to a total of Rupees.....(i.e. Rs.....) and we undertake to pay the .....[Name of Client] upon his first written demand and without demur, without delay and without necessity of previous notice of individual or administrative procedure and without necessity to prove the bank the defects or short coming or debit of the contractor any sum within the limit of Rupees......
2. We further agree that the guarantee here in contained shall remain in full and effect during the period that would be taken for the acceptance of tender. However, unless a demand or claim under this guarantee is made only in writing on or before the..... We shall be discharged from all liabilities under the guarantee thereafter.

We undertake not to revoke the guarantee during its currency except with the previous consent of the .....[Name of Client] in writing.

We lastly undertake not to revoke the guarantee for any change in constitution of the consultants or the Bank.

Signature and Seal of Guarantor

Date :

Bank :

### Technical proposal Submission Forms

**{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant 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.	
“√” If applicable		Power of Attorney	No pre-set format/form.	
√		TECH-2	Consultant’s Organization and Experience.	
√		TECH-2A	A. Consultant’s Organization	
√		TECH-2B	B. Consultant’s Experience	
√	√	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 Consultant who signs the Proposal.**



**FORM TECH-1**

**TECHNICAL PROPOSAL SUBMISSION FORM**

---

{Location, Date}

---

To:

**Chief Executive Officer (CEO)**  
**Solapur City Development Corporation Limited**  
**C/O Solapur Municipal Corporation Office**  
**Solapur**  
**Maharashtra (INDIA)**  
**Pin 413001**

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Appointment of an Urban Designer for undertaking a Local Area Planning Project for a Smart Road in the ABD Area for Solapur Smart City under Smart City Mission (SCM) 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 ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 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 ITC 5.
- (e) We, along with any of our sub-consultants, 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 ITC Clause 12 and ITC 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 Consultant:

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

Contact information (phone and e-mail): \_\_\_\_\_

## FORM TECH-2

### CONSULTANT'S ORGANIZATION AND EXPERIENCE

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Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. For each assignment, the outline should indicate the names of the Consultant's Key Personnel and Sub-consultants 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-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

#### A - Consultant's Organization

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

#### B - Consultant's Experience

---

1. List only previous similar assignments successfully completed<sup>3</sup> in the last 10 (ten) years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual personnel working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Personnel themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

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

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<sup>3</sup> For similar assignments successfully completed, copy of Contract agreement or Completion Certificate from the competent authority needs to be attached.

<b>Duration</b>	<b>Assignment name/&amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Contract value (in Rs. equivalent)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>	<b>Certificate from the client provided</b>
{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 Consultant }	Yes/No  c. Copy of agreement/if international then apostle; d. Copy of completion certificate; [Issued by Competent Authority]



## FORM TECH-6 (FOR FTP AND STP)

### TEAM COMPOSITION, ASSIGNMENT, AND KEY PERSONNEL' INPUTS

SR NO	DESIGNATION ON THIS ASSIGNMENT	NAME OF THE EXPERT	QUALIFICATIONS	ROLE AND RESPONSIBILITIES
1				
2				
3				

## FORM TECH-6 (CONTINUED)

### CURRICULUM VITAE (CV)

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

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

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**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/consultant 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):** \_\_\_\_\_

---

**Adequacy for the Assignment:**

Detailed Tasks Assigned on Consultant's Team of Personnel:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

**Expert's contact information:** (e-mail....., phone.....)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{ day/month/year }

---

Name of Expert

Signature

Date

{ day/month/year }

---

Name of authorized Representative of the Consultant (the same who signs the Proposal)

Signature

Date

**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-Consultants:
Name of associated Consultants, 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: Appointment of an Urban Designer for undertaking a Local Area Planning Project for a Smart Road in ABD Area for Solapur Smart 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 Consultant shown in brackets { } provide guidance to the Consultant 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.

FIN-1      Financial Proposal Submission Form

FIN-2      Financial Proposal

**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

---

{Location, Date}

To:

**Solapur City Development Corporation Limited**  
**C/O Solapur Municipal Corporation Office**  
**Solapur**  
**Maharashtra (INDIA)**  
**Pin 413001**

---

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Assisting Solapur City Development Corporation Limited to Design, Develop, Manage and Implement Area Based Projects under Smart City Mission (SCM) in Solapur City of Maharashtra in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

---

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

**FORM FIN-2 FINANCIAL PROPOSAL**

---

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 ITC 6.3**, for the information of Consultants, 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 Consultant, 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 Consultant 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 Consultant, 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 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 party<sup>4</sup>;
- (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.

---

<sup>4</sup> 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 Consultant 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. Background**

Ministry of Urban Development, Government of India (MoUD) launched the Smart City Mission, the Mission Transform-Nation, on 25<sup>th</sup> June 2015. It was declared that 100 Smart Cities will be developed in the country through a competitive challenge. A two stage selection process was adopted for selecting 100 cities across the country to participate in the Smart Cities Challenge. Number of cities to be developed as Smart Cities from the States were fixed based on a pre-determined formula by the MoUD. Under the Stage I of the selection process, States Governments were requested to nominate cities (pre-determined number of cities) from the respective states to participate in the Stage-II of the selection process which is competitive i.e. the Smart Cities Challenge. During the Smart Cities Challenge, 100 cities, as nominated by the respective state governments, were required to prepare the Smart City Proposal (SCP) and compete among themselves. At the end of the Smart Cities Challenge (Round-1), the top 20 proposals from the cities shall be funded by the MoUD in the first year of the Mission.

The Government of Maharashtra following a due selection process, nominated Solapur as one of the 10 cities from the State to participate in this Smart Cities Challenge, the Stage-II of the selection process. The proposal preparation process for Solapur was initiated in August 2015 and was concluded on 15<sup>th</sup> December 2015, the last date of proposal submission as stipulated by the MoUD. In all 97 cities from across the India submitted their SCPs and these were evaluated by MoUD engaging Personnel. The evaluation process was concluded and the final list of the top 20 winning proposals was announced on 28<sup>th</sup> January 2016 by the Union Minister for Urban Development. Proposal of Solapur was one of the top 20 winning proposals from the country and is selected to receive the funding from MoUD during first year.

#### **1.1 Implementation of Smart City Projects**

The Mission guidelines in the section 10, mentions that the cities are required to establish a Special Purpose Vehicle (SPV) for implementation of the smart city projects which will plan, appraise, approve, release funds, implement, manage, operate, monitor and evaluate the Smart City development projects. Solapur Municipal Corporation has formed Solapur City Development Corporation Limited (SCDCL) for implementation of Smart City projects.

The SCDCL intends to appoint an Urban Designer for implementing a Project in the concept of a Smart Road for the identified stretch in the ABD area of Solapur under the Smart City Mission. The identified stretch is as shown in the image below (the “**Stretch**”);



The Stretch starts from Rangbhuvan Chowk (including the traffic island) to Dufreen Chowk to Amberkar Chowk to Bhaiya Chowk having approximate length of 1.5 kilometers.

## 2. Scope of Services for

The section 6.2 of the Mission Guidelines provide for some essential features to be present in Area-Based Developments (ABD) in all Smart Cities. Visible improvement in the ABD is one essential feature (e.g. replacing overhead wires). Some other features are -pedestrian friendly pathways, encouragement to non-motorized pathways, etc. The Urban Designer shall work in close coordination with SCDCL and undertake required surveys, prepare the conceptual and detailed design for development of this Stretch to be implemented by the SCDCL as a Smart Road. The Urban Designer shall also prepare the detailed estimate, Bill of Quantities along with technical specifications and Tender Document for selection of Contractor for construction of this Project. The Urban Designer shall as and when required, provide the Authority with appropriate presentation in 2D/3D format.

The key features that shall be included in the Smart Road are given below.

1. The objective of Smart Road is to break away from the short term fixes applied to the perennially chaotic city roads and take a lifecycle cost approach to spend efficiently on the roads for long term value for money and a highly increased quality of life for the users.
2. The ‘Smart Road’ shall add value to the Area Based Development (ABD) part of the Solapur by means of bringing in visual and utilitarian changes in existing Stretch.
3. Key components which shall be incorporated in the Stretch design are:

- a. Development and strengthening of carriage way with uniform lane widths and geometric designs of roads and junctions as per Indian / International Street design Standards.
  - b. Development of Footpath and cycle lanes wherever feasible - with uniform footpath widths, pedestrian friendly ways and ensure barrier-free design.
  - c. Construction of utility ducts for water, sewerage, drainage, power, gas and optical fiber cables (OFC), wherever essential – with appropriate provision for O&M in future.
  - d. Construction of bus bays, bus queue shelters of international design standards incorporating all smart features such as passenger information system, advertisement space, etc. also auto bays and on-street parking demarcations wherever essential.
  - e. Incorporate beautification and landscaping including greenery and carbon sinking. This beautification and landscaping shall take in to account the local climatic conditions while selecting the plants.
  - f. Provision of smart street furniture and public utilities such as including communicative signage of international standard, lane markings (passenger shelters, bus stops, parking, green toilets, first aid care, traffic police booth etc.), public leisure spaces such as Parklets, Rain Gardens, etc.
  - g. Smart street-poles with LED lights, CCTV, Wifi Routers, and various sensors as per requirement to be installed on the median/footpath.
  - h. Accessibility standards as prescribed by the MoUD and particular focus on safety of women, children, elderly, shall be followed etc.
  - i. Incorporate the design of Traffic Signals which shall be very new in terms of look and feel from the conventional traffic signals in any Indian city.
  - j. The Urban Designer shall ensure in the design that, no cables of whatsoever are visible post implementation of the Smart Road project and ensure requisite coordination with the respective utilities.
4. The Urban Designer shall undertake following activities for the Stretch :
- a. Undertaking detailed road survey including As-Is studies, traffic volume count, utility survey, soil tests, levels measurement and others as per the model document.
  - b. Detailed design of both above-ground and under-ground utilities based on planning standards provided in the model document and other applicable standards such as UTTIPEC Street Design Guidelines, IRC Standards, etc.
    - i. Preparing detailed and itemized bills of quantity (BoQ) to include all construction works in a single tender – combining inter-departmental requirements as applicable.
    - ii. Preparation of the tender document for appointment of the Contractor for execution of the project and assistance in the bid process management and
    - iii. Providing construction project management support during the project execution stage including providing design, structural, and electrical drawings to the contractor, on site supervision of construction and installation works, verification of running bills of the contractor, coordination with various stakeholders and utility agencies, preparation of traffic management plan during construction stage in

consultation with traffic police department and processing and handing over of the completed project to the Authority.

- iv. Preparation of as executed drawings of the Stretch after the Construction activities is completed and the Stretch is handed over to the Authority.

### Teaming

Sr No	Position	Qualification and Experience
1.	Lead Urban Designer	Bachelor Degree in Architecture with Post graduation in Urban/City Planning or Urban Design with minimum of 5 years' experience of undertaking local area planning projects in urban areas.
2.	Lead Architect	Bachelor Degree in Architecture with minimum of 7 years' experience
3.	Structural Engineer	Bachelor's degree in Civil Engineering and Master's degree in Structural Engineering having experience of designing urban infrastructure and more specifically urban roads.
4.	Project Manager – Construction Project Management	Bachelor's degree in Civil Engineering and Master's degree in Construction Project Management having at least 10 years' experience and experience of construction management of urban infrastructure projects.

### Deliverables and timelines

S No	Deliverable	Timeline	Payment (%)
a.	Draft Concept Plan for the Smart Road (With relevant 2D Plan, and 3D visuals)	15 days.	20%
b.	Final Concept Plan for the Smart Road (With relevant 2D Plan, and 3D visuals)	7 days from b.	15%
c.	Submission of Final BOQ and Tender Document and appointment of Contractor	3 days from c.	15%
d.	Appointment of Contractor for Execution works	7 days after receipt of Bids	10%
e.	Submission of As is Execution Drawings	On clearance of Final Bill of the Contractor	40%
	TOTAL		100%

## **Section 9. Standard Form of Contract**

Attached Separately