



Solapur City Development Corporation Limited



REQUEST FOR PROPOSAL

Revision – NIL

Particulars	Details
Client	Solapur City Development Corporation Limited, Solapur, INDIA
Project Name	Implementation of projects under Smart City Mission in Solapur City
Assignment Name	Installation of Smart Informative Kiosks at 3 locations in Solapur under Smart City Mission
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Solapur City Development Corporation Limited, Solapur, Maharashtra, India

Indrabhuvan, Ambedkar Chowk Solapur-413001.

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DISCLAIMER

The information contained in this Request for Proposal document (the “RFP” or “Request for Proposal”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Authority or any of their employees or advisors, is provided to Bidder(s) 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 Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide the Bidders with information that may be useful to them in preparing and submitting their proposal pursuant to the Bidding Documents including this RFP (the “**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for Authority, its employees and advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability 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 by participating in this Bidding Process.

Authority its employees and advisors also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

Solapur City Development Corporation Limited

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

The issue of this RFP does not imply that Authority is bound to select a Bidder or to appoint the Successful Bidder, as the case may be, for the Project and Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Authority its employees and advisors shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

1. INVITATION FOR PROPOSAL

Solapur City Development Corporation Limited (“**SCDCL**” or “**Authority**”) invite proposals for Design, engineering, and installation of Smart Informative Kiosks 03 locations in the area in Solapur mode on Design, Build and transfer basis (the “**Project**”).

This RFP is for Designing, Engineering and Installation of Smart Informative Kiosks (“**Project**”) at three places in Solapur. The Authority will enter into a separate agreement with the Successful Bidder selected in accordance with this RFP. The agreement will be in the format specified by the Authority.

A “Single Stage” bidding process will be followed for selection of a Successful Bidder. Bidders are required to meet the minimum threshold technical and financial capability criteria, as stated in the RFP and Notice Inviting Tenders (“**NIT**”) advertisement published in the National dailies on 01-03-2017 and as provided herein. Pursuant to this, Bidders would be evaluated on the basis of detailed technical and financial proposals and qualify for undertaking the Project as set out in this RFP. This qualification assessment would be carried out as part of the current bidding and evaluation process. The financial proposal of only those Bidders that possess the minimum technical requirements specified herein would be opened and evaluated.

The RFP document contains information about the Project, bidding process, proposal submission, qualification and financial proposal requirement.

The RFP submissions as per the provisions of the RFP document must be received not later than the Proposal Due Date.

Chief Executive Officer
(Solapur City Development Corporation Limited)

2. PROJECT BACKGROUND

2.1 Introduction

- 2.1.1 Solapur City was selected to be developed as a Smart City among nine other cities from Maharashtra. The Smart City Proposal prepared by the city was selected in the first round of Smart Cities Challenge. Post selection in the first round, the city has formed Solapur City Development Corporation Limited (“**SCDCL**” or “**Authority**”) for implementation of Smart City projects. Smart City projects comprises of Area Based Development (where in the city has selected an area admeasuring 1040 acres approximately, hereinafter to be referred as the “**ABD Area**”) and an Information Technology based Pan City solution. Under the ABD Area the Authority has envisaged to improve the city’s public sanitation amenities. The RFP document for this Project shall be available on the Authority’s e-tender website www.mahatenders.gov.in

2.2 Context of the Project

- 2.2.1 The Project will be implemented by selection of the private supplier being selected through a competitive bidding process.

2.3 About Smart Informative Kiosk

- 2.3.1 Smart Informative Kiosk shall be a modular, pre-fabricated public kiosk made of appropriate material suitable to the local conditions and is integrated with user-friendly electronic interfaces. These are sophisticated unmanned, automated and its status can be tracked over web.
- 2.3.2 The Smart Informative Kiosks, Authority intends to install in Solapur shall confirm to the following parameters as approved by the Authority;
- a) Body to be built up of Mild Steel (MS) with double layered powder coating or stainless steel with antirust treatment to make it durable to the local climatic conditions of Solapur.
 - b) A 24 Inch Full HD Vertical or Horizontal display having 2 Touch point of standard Samsung / LG / Equivalent Screen Monitor, with IR Overlay. Toughened glass to protect the screen, capacitive overlays with best in class touch experience.
 - c) The core configuration should be Intel processor with 1 TB Hard Disk Drive, 8GB ram, Wi-Fi system, external HDMI Output and Bluetooth facility.
 - d) Voice Guidance (in Marathi, English, Telugu and Kannada language) to help the differently abled user to operate the Kiosks without manual assistance.
 - e) The software content should include the
 - 1) General Information about Solapur - Population, Density, Climate, City Maps, Important Building Locations, City Imagery, Festivals and Culture.

- 2) Information of Health Facilities – Govt. and Private Hospitals, Blood Banks, Ambulances, medicals and diagnostics centers.
- 3) Information of Education Facilities – Universities, Colleges, Schools, Gymnasiums and sports club, Private Coaching, Study Centers and Libraries.
- 4) Information of Recreation Facilities – Parks, Gardens, Auditoriums, Community Centers, Theatres, Multiplexes, Trekking and Adventure Parks.
- 5) Information of Heritage of Solapur – Built Heritage, Famous Personalities, Cultural Events, Museums, Memorials, Heritage walk.
- 6) Information about Tourism – Tourists spots within the city and 120km around the city, Bus stands and Railway Station locations, Timetables, Routes, Shopping Spots, Restaurants, Hotels, Souvenirs etc.
- 7) Creation of presence of SCDCL on Social Media Platform – You Tube, Facebook, Twitter, etc.
- 8) Information about Latest events in Solapur, Smart City Projects, Smart Helpline.
- 9) The software should track the number of visitors of each day under each section.
- 10) Revenue generation through advertisements at each informative panel.
- 11) The software would be based on latest Linux or equivalent operating system compatible with the higher amount of use.
- 12) Provision for software update to be provided at each kiosk with remote sensors or a server can be created which updates software in all kiosks at once.
- 13) The information to be provided will be in 4 languages – Marathi, English, Telugu and Kannada.
- 14) Advertisement panels on the Kiosks on which public messages, corporate advertisements can be displayed to generate revenue.
- 15) Every Kiosk should be installed at a level convenient for the customers to stand and operate.

2.4 Functional Description

- 2.4.1 The smart kiosks must match standard specifications of height, font size legibility, touch sensitivity, smooth and interactive software interface, & easy information updating.

Location of Smart Kiosks

- 2.4.2 Bidders shall note that Successful Bidder shall identify and propose the locations where the Project is to be implemented and submit to the Authority for approval.

2.5 Scope of Work

- 2.5.1 It is proposed to install Smart Informative Kiosks at the above mentioned sites. The “**Scope of Work**” is given below while complying with applicable laws including but not limited to the local by-laws:

- Undertaking survey of locations for installation Smart Informative Kiosks in Solapur and approval from the Solapur Municipal Corporation for the identified locations.
- Installation of Smart Informative Kiosks at the designated sites finalized by SCDCL.
- Collection of necessary data, its classification and segregation for the software development with the approval of SCDCL authorities.
- Outstanding Design of UI (User Interface) with attractive and vibrant colors, avoiding complexity and user engaging UX (User Experience) will be the foremost priority.
- Certification of structural safety of the installation and barring force majeure, accidents, vandalism the bidder shall make good any structural faults in the installation, if any at the earliest.
- Carrying out the installation in a safe and responsible manner without any inconvenience or danger to the public. The Smart Informative Kiosks should be fixed to the ground for safety.
- Co-ordination and getting the approval from the appropriate authority like District Administration, Police, PWD, etc.
- Adequate training has to be given by the bidder to the SCDCL Engineer for updating and maintaining the Kiosks at the time of installation.

2.6 Terms and conditions

- 2.6.1 The installation to be completed within Fifteen days (15) from the date of signing of contract as directed by SCDCL.
- 2.6.2 The Successful Bidder shall take certification for structural safety of installation from a reputed technical institution as prescribed by the Authority. The same institution would perform quality check and certify the Project post completion.
- 2.6.3 After installation the Project shall be transferred back to the Authority.
- 2.6.4 The Bidder should note that there will be no transfer in title to the land on which the Project is being developed. The land comprising the Site of Project shall continue to vest with the Authority or the relevant Government Agency, as the case may be.
- 2.6.5 The Bidder should specify various infrastructure requirements which needs to be provided for commissioning and smooth functioning of the equipment. This will include site requirements, power, cables, connectors, network cards, ports, environmental conditions, illumination, earthling etc.
- 2.6.6 The Bidders must note that they would be required to follow the applicable law for installation, construction and development of the Project, including local building by-law requirements and other statutory rules/ regulations and other prevalent applicable regulations.
- 2.6.7 Minimum three years warranty on the hardware and software.
- 2.6.8 Other than the physical damage incurred after successful installation and commissioning, the repairs or replacement of any parts including manufacturing defects will be done by the successful bidder.
- 2.6.9 Bidders are required to help SCDCL in getting maximum revenue by suggesting ideas and mechanisms through the advertisements on the Kiosk and on the informative panels.
- 2.6.10 The Authority shall not be responsible for untoward incidence, if occurred due to structural fault. The bidder would be responsible for any civil/criminal proceedings arising out of such incidence and for damage caused to life and property thereof.

3. EVALUATION OF BIDS

3.1 Opening and Evaluation of Bids

- 3.1.1 Authority will examine and evaluate the Bids in accordance with the provisions set out in this Article 3.
- 3.1.2 To facilitate evaluation of Bids, Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid and such Bidder shall provide its response within the time period specified by Authority in this regard.

3.2 Tests of responsiveness

- 3.2.1 Prior to evaluation of Bids, Authority shall determine whether each Bid is responsive to the requirements of this RFP. A Bid shall be considered responsive only if:
- a) In the event, the Bidder has downloaded the RFP document from the website as mentioned in Clause 2.1.1, the amount of the Tender Fee and Earnest Money Deposit as mentioned in Proposal Data Sheet in Article 5 has been enclosed.
 - b) it is received as per the formats at FORMAT A to FORMAT F by the bidder
 - c) it is received by the Bid Due Date including any extension thereof pursuant to Article 5;
 - d) it is signed, sealed, bound together and submitted online
 - e) it is accompanied by the Bid Security as specified in Article 5;
 - f) it is accompanied by the Power(s) of Attorney, as the case may be;
 - g) it contains certificates from its statutory auditors in the formats specified at FORMAT E and FORMAT F of the RFP;
 - h) it contains all the information (complete in all respects) as requested in this RFP and/or Bidding Documents (and if formats have been specified, then in those formats);
 - i) it does not contain any condition or qualification; and
 - j) It is not non-responsive or inconsistent in terms of the Bidding Documents.
- 3.2.2 Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of such Bid.

3.3 Selection of Bidder

- 3.3.1 Subject to the provisions of Clause 2.17.1, the Bidder whose Bid is adjudged as responsive in terms of Clause 11, has qualified under evaluation of Envelope 1 in terms of Clause 12, has quoted the lowest lumpsum Fee, shall be declared as the

successful Bidder (the “**Successful Bidder**”). In the event that Authority rejects or annuls all the Bids, it may, in its discretion, invite fresh Bids.

3.3.2 The evaluation of the bids will be completed in 2 stages.

Stage 1 – Opening of Technical Bids

Stage 2 - Opening of Financial Bids of technically qualified Bidders

3.3.3 The entire bidding process has been explained elaborately in Article 4 of this RFP Document.

3.4 Bidder

3.4.1 The Authority intends to qualify and select suitable Bidders (the "Bidder", which expression shall, unless repugnant to the context, include the Members of the Consortium) through an open competitive bidding process in accordance with the procedure set out in this RFP wherein a Bidder may be Bidding Company or a Consortium. Bidding Company means a single entity, a limited liability company under the Companies Act 1956/2013, which submits the Bid as a single entity pursuant to the RFP. Consortium means a consortium of entities being limited liability Companies under the Companies Act 1956/2013 with the lead Member being an entity, which has been issued the RFP and which submits the Bid as a Consortium (“Consortium”) pursuant to the Bidding Documents. (“**Proposal**”/“**Bid**”)

3.5 Fee and Deposits to be paid by the Bidder

3.5.1 Proposal Security / Bid Security

- i. The bid shall be accompanied by a Proposal Security for a value mentioned in the Proposal Data Sheet at the time of submission of Proposal in any one of the following manners:
 - Receipt of online payment.
- ii. The Bank Guarantee shall be valid for a minimum period of one hundred and twenty (120) days from the Proposal due date. On request from the Authority, the Bidders would be required to extend the validity of the Proposal Security on the same terms and conditions.
- iii. The Proposal Security of the Successful Bidder will be returned on receipt of Performance Security from the Successful Bidder.
- iv. Any Bid submitted without the Proposal Security in the form as specified in the RFP document shall be summarily rejected.
- v. The Proposal Security of Bidders, whose Proposal is rejected on account of being non-responsive in accordance of Clause 4.9.3 of the RFP, will be returned/refunded within a period of sixty (60) days from the date of intimating

the rejection of the Proposal by the Authority to the Bidder. The Proposal Security shall be forfeited by the Authority, in the following cases:

- If the Bidder withdraws his Bid after Technical Proposal opening and during the Bid Validity Period.
- In case of a Successful Bidder, if the Bidder fails within the specified time limit to furnish the required Performance Security or fails to start the work within stipulated period.
- In case there are conditions proposed with the Technical and/or Financial Proposals.

3.5.2 Performance Security : The Successful Bidder, for due and faithful performance of its obligations as per specified in the Terms of Reference, shall be required to provide to the Authority within seven (07) days of the acknowledgement of Notice of Award, the following:

- **“Performance Security”** of an amount as stipulated in the Proposal Data Sheet;

3.5.3 Professional Fees: The Successful Bidder shall bear the professional fees charges for getting structural safety certificate and quality certification of final Project.

3.6 One Bid per Bidder

3.6.1 Each Bidder shall submit only one Bid for the Project. Violation of this shall lead to disqualification of the Bidder along with the Consortium it is the part of.

3.7 Proposal Preparation and Cost

3.7.1 All Bidders are required to submit a detailed proposal (herein-after referred to as the “Proposal” or “Bid”) in accordance with this RFP. Bidders should provide information sought herein in the prescribed formats in order to accurately establish and interpret the information provided. The cost of preparation of the Proposal and related expenses shall be borne by the Bidders themselves.

3.8 Due Diligence, Inspection and Investigation

3.8.1 The Bidders shall be deemed to have conducted a due diligence exercise with respect to all aspects of the Project, including a detailed survey of the sites and information/ data provided by the Authority in the RFP Document, when they submit the Proposal. Interested Bidders are invited to visit and inspect the Sites at their own expense. Failure to investigate fully the Site or subsurface conditions shall not be a valid ground to relieve the Bidder subsequently after its Proposal nor shall it relieve

the Bidder from any responsibility for estimating the difficulty or costs of successfully completing the Project.

3.9 Validity of Proposal

- 3.9.1 The Proposal shall remain valid for a period not less than ninety (90) days from the due date of submission ("Offer Validity Period"). The Authority reserves the right to reject any Proposal that does not meet this requirement. Validity of Proposal shall be extended for a specified additional period at the request of the Authority.
- 3.9.2 A Bidder agreeing to the request will not be allowed to modify his Proposal, but would be required to extend the validity of his Proposal Security for the period of extension.
- 3.9.3 The Proposal Validity Period of the Successful Bidder shall be extended till the date of execution of the project successfully.

3.10 Right to Reject Proposals

- 3.10.1 The Authority reserves the right to reject any / all proposals including the highest proposal or withdraw the invitation of the proposal at any stage without citing any reason. Nothing contained herein shall confer any right upon a Bidder or create any obligation/ liability upon the Authority of any type whatsoever.
- 3.10.2 **Misrepresentation / Fraud / Breach of Terms and Conditions**
If it is discovered at any point of time that the Bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of the RFP, the bid shall be cancelled by the Authority. In such an event, the Bidder will not be entitled to any compensation whatsoever, or refund of any other amount paid by him.

3.11 Disputes

- 3.11.1 All disputes between the Successful Bidder and the Authority shall be settled as per the dispute resolution procedure elaborated in the Contract Agreement. During the bidding process no dispute of any type would be entertained. Even in such cases where the Authority asks for additional information from any Bidder, the same cannot be adduced as a reason for citing any dispute.

4. TENDERING PROCEDURE AND SCHEDULE

4.1 Eligibility of the Bidders

4.1.1 Interested Bidder meeting any one of the following eligibility criteria may submit their proposal for individual projects:

S.No.	Description	Minimum Requirements
1	Technical Criteria	Experience of having successfully completed similar works during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following : - 1. One similar completed work for installation of at least 10 Information Kiosks in Urban areas and that are in operations. 2. Two similar completed works for installation of at least 05 Information Kiosks in Urban areas and that are in operations.
2	Financial Criteria	Average Annual financial turnover during the last 3 financial years, ending 31 st March of the previous financial year, should be at least INR 20 Lakhs.

The technical experience of the Bidder shall be duly certified by the relevant authorities.

The net worth in Indian Rupee (INR) shall be duly certified by a statutory auditor.

4.1.2 Bidders fulfilling the eligibility criteria set out above will be the eligible Bidders provided the Bidder is not under a declaration of ineligibility for corrupt or fraudulent practices, and the Bid is not non-responsive in terms of this RFP.

4.2 Pre-Bid Queries

4.2.1 Bidders may send their queries to the Authority by the date as stipulated in the Proposal Data Sheet in writing. All the Bidders will be sent the clarifications to queries received till the stipulated date. The queries received after the prescribed date will not be entertained by the Authority.

- i. The purpose of the Pre-Bid Queries will be to clarify and discuss issues with respect to the Project, the RFP or any other related issues.
- ii. The Bidders are invited to send Pre-Bid Queries, by mail to solapurcitydcl@gmail.com on or before 4th March 2017.
- iii. Subsequent to the date of the submission of pre bid queries, the Authority shall not respond to questions or inquiries from any Bidder.

4.3 Amendment of RFP

- 4.3.1 At any time prior to the Proposal Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP through the issuance of addenda. This will be sent in writing to all the Bidders and shall be binding upon them.
- 4.3.2 In order to give the Bidders reasonable time in which to take an addendum into account, or for any other reason, the Authority may, at its discretion, extend the Proposal Due Date.

4.4 Preparation and Submission of Proposal

- 4.4.1 Completed proposals shall be accepted online on or before the Proposal Due Date at the venue mentioned in the Proposal Data Sheet in Article 5.
- 4.4.2 The Authority at its sole discretion retains the right, but is not obliged, to extend the Proposal Due Date by issuing an addendum.
- 4.4.3 Bidders shall furnish the information strictly as per the formats given in Article 5 of this document without any ambiguity. The Authority shall not be held responsible if the failure of any Bidder to provide the information in the prescribed formats results in lack of clarity in interpretation and consequent disqualification.
- 4.4.4 All proposals/bids/offers shall be signed by the duly 'Authorized Signatory' of the Bidder.
- 4.4.5 The Authorized Signatory shall initial the Proposal on each page. He shall also initial all the alterations, omissions, additions, or any other amendments made to the Proposal.
- 4.4.6 All witnesses and sureties shall be the persons of status and probity and their full names and addresses shall be stated below their signature. All signatures in the Proposal documents shall be dated.

4.5 Language and Currency

- 4.5.1 The Proposal and all related correspondence and documents shall be written in English language. If any supporting document attached to the bid is in any other

language, the same will be supported by an English translation and in case of any ambiguity the translation (original as translated by the Authority) shall prevail.

- 4.5.2 The currency for the purpose of the Proposal shall be Indian National Rupee (INR)

4.6 Bidder's Responsibility

- 4.6.1 It shall be deemed that prior to the submission of Proposal, the Bidder has made a complete and careful examination of:

- The requirements and other information set forth in this RFP document.
- The various aspects of the Project including, but not limited to the following:
- The Site, existing facilities and structures, access roads and public utilities in the vicinity of the Site;
- All other matters that might affect the Bidder's performance under the terms of this RFP, including all legal obligations, clearances, risks, costs, liabilities and contingencies associated with the Project.

- 4.6.2 The Bidder shall be responsible for all of the costs associated with the preparation of the Proposal and their participation in the selection process. Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the selection process.

- 4.6.3 The Bidder shall ensure that the bid is complete in all respects and conforms to all requirements indicated in the RFP document.

- 4.6.4 The Bidder shall obtain for themselves, at their own responsibility, all the information and data that may be necessary for submission of bid. The details provided in this RFP document, is intended to guide the bidders in preparing their proposal only. SCDCL shall not stand guarantee for and shall not be held responsible for the veracity of the data related to cost and revenue, which have been made available in this document.

- 4.6.5 All the costs associated while preparation of bid, and undertaking any further studies and investigations shall be at the Bidder's own expense.

- 4.6.6 Site Visit

- The Bidders prior to submitting their Bid for the Project, are expected to visit and examine the project site and the site surroundings at his/her own expenses, the site being offered on an "as is where is" basis and ascertain, on their own responsibility, information, technical data, traffic data, market study, etc. including actual condition of existing services which may or may not have to be shifted/removed/replaced etc.
- It shall be assumed that all these factors were accounted for by the Bidder while quoting his Bid. The Bidder shall be deemed to have full knowledge of the site whether he inspects it or not.

- 4.6.7 **Familiarity with Clearances:** The Bidder should be familiar with the clearances required from various authorities to commence work. A Bidder shall be deemed to have carried out preliminary checks with relevant authorities.
- 4.6.8 The Authority shall not be liable for any mistake or error or neglect by the Bidder in respect of the above. Proposals that are not substantively responsive to the requirements of this RFP document will be rejected.

4.7 Sealing and Marking of Proposals

- 4.7.1 The Proposals shall be sealed, marked and submitted as explained below:
- a) Envelope No.1 containing the Online Payment Receipts of Proposal / Bid Security and of Tender Fee shall be marked as “Proposal Security Deposit and Tender Fee”.
 - b) Envelope No. 2, duly marked as “TECHNICAL BID” shall contain the following:
 - Letter of Application and Interest (As per FORMAT A)
 - General Information on the Bidder (As per FORMAT B)
 - Power Of Attorney for Signing of Application (as per FORMAT D)
 - Format to establish the Technical Experience of the Bidder (as per FORMAT E)
 - Format to establish the Financial Experience of the Bidder (as per FORMAT F)
 - Original RFP Document duly signed (on each page) by an authorized representative as a token of acceptance.
 - c) Envelope No. 3, duly marked as “FINANCIAL BID” shall be as per FORMAT C.
 - d) All the above envelopes shall be enclosed in an outer cover/ envelope marked as “RFP for Installation Smart Informative Kiosk at 03 locations in Solapur”

4.8 Modification and Withdrawal of Proposals

- 4.8.1 No Proposal shall be modified or withdrawn by the Bidder after the Proposal Due Date.
- 4.8.2 Withdrawal of a Proposal during the interval between Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the Proposal Security.

4.9 Opening of Bids

- 4.9.1 The technical bids received shall be opened by the Committee constituted by the Authority in the presence of the Bidders who chose to be present at the venue and
- 4.9.2 Date as mentioned in the Proposal Data Sheet. The date for opening of financial bids shall be intimated in advance to the technically qualified Bidders.
- 4.9.3 In case of the following non-responsiveness of proposal in terms of Clause 3.3.1(v) the Authority reserves the right to reject any Proposal and refund/ return the Proposal Security, if:
- It is not signed, sealed and marked as stipulated in Article 4.6 of the RFP document.
 - The information and documents have not been submitted as requested and in the formats specified in the RFP.
 - There are inconsistencies between the Proposal and the supporting documents.
 - It does not mention the validity period as set out in Article 3.7 of the RFP document.
 - It provides the information with material deviations.
- 4.9.4 A material deviation or reservation is one:
- Which affects in any substantial way, the scope, quality, or performance of the Project, or which limits in any substantial way, inconsistent with the RFP document, the Authority's rights or the Bidder's obligations, or
 - Which would affect unfairly the competitive position of other Bidders' presenting substantially responsive bids.
- 4.9.5 No request for modification or withdrawal shall be entertained by the Authority in respect of such Proposals.

4.10 Evaluation of Proposals

- 4.10.1 The evaluation will be done in two (2) stages as explained below:
- 4.10.2 **In Stage - I**, the Proposal / bid Security in Envelope 1 shall be first checked. Proposals without the appropriate Proposal Security will be rejected. The submission(s) in Envelope 2 shall be checked for technical evaluation. All proposals

passing Stage I of the evaluation will be considered responsive enough to be considered for the next stage.

- 4.10.3 **In Stage – II** of evaluation, the Financial Bids in Envelope 3 of only those Bidders who have passed Stage I shall be opened by the Authority in presence of the nominees of the Bidders, who choose to attend the same. The Bidder quoting the minimum Lump sum Fee in (“L1”) shall be the Successful Bidder for the Project. Bidders shall be ranked L1, L2, and L3 etc. In decreasing increasing order of the Lump sum Fees (in Rupees) quoted by them in their Financial Proposal.
- 4.10.4 Even if only a single bid is received (and technically qualified) or a single bid amongst several is technically qualified, the Authority retains the right to open his Financial Bid and award the Project.
- 4.10.5 The Authority would have the right to review the Proposals and seek clarifications where necessary. The response from the Bidder(s) shall only be in writing but no change in the substance of the Proposal would be permitted. It is clarified that Bidders are free to make suggestions but are not allowed to submit any conditional bid as specified earlier.
- 4.10.6 Financial Proposals of Bidders who do not qualify the Stage-I of evaluation will not be opened and will be returned unopened.
- 4.10.7 The Proposal (Financial and Technical) should be unconditional and any conditionality attached with the proposal may result in the rejection of the Proposal.

4.11 Confidentiality

- 4.11.1 Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. The Authority will treat all information submitted as part of all proposals in confidence and will insist that all who have access to such material treat it in confidence. The Authority will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure or due to statutory compliances.

4.12 Acknowledgement of the Proposal

- 4.12.1 The Successful Bidder shall be issued Notice of Award (“NoA”) in duplicate. The Successful Bidder shall within Seven (07) days of the receipt of the NOA, sign and return the duplicate copy of NOA in acknowledgement thereof. In the event duplicate copy of the NOA duly signed by Successful Bidder is not received within stipulated time, the Authority may, unless it consents to extension of time

for submission thereof, appropriate the Bid Security of such Bidder as damages on account of failure of the Successful Bidder to acknowledge the NOA.

- 4.12.2 After acknowledgement of the NOA as aforesaid by Successful Bidder, Supplier shall execute the Contract Agreement in the format specified by the Authority within Seven (07) days thereof. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Contract Agreement.

4.13 Execution of Contract Agreement

- 4.13.1 The Successful Bidder is required to sign the Contract Agreement within 7 (Seven) days of conveying his acceptance of the NoA to the Authority in writing. Prior to signing of the Contract Agreement, the Successful Bidder must satisfy the conditions required to be satisfied by it. The Authority shall not execute the Contract Agreement until these conditions have been satisfied:

- i. The Successful Bidder has submitted the requisite Construction Performance Security to the Authority.
- ii. The Successful Bidder, if it is a subsidiary of a holding / parent company or part of an SPC, it shall be required to furnish a letter of guarantee from its holding / parent Company (including a board resolution of such holding / parent company) pledging such holding / parent company's irrevocable financial strength and technical support to its subsidiary (in case of SPC – in proportion to its subsidiary's holding in the SPC), at all times during the concurrency of the Contract Agreement, and even after its termination for any of the acts and liabilities of its subsidiary prior to termination.

- 4.13.2 Failure to meet the above conditions (i) to (ii) will result in a breach and the Authority shall be entitled to cancel the award without being liable, in any manner whatsoever, to the Bidder and to appropriate the proposal security and any other amount deposited till that time as 'Damages'.

- 4.13.3 The cost of stamp duty for execution of Contract Agreement, registration charges and any other related legal documentation charges and other incidental charges will be borne by the Successful Bidder.

- 4.13.4 In case of failure to sign the Contract Agreement within the stipulated time, the Authority shall retain the right to cancel the Award and forfeit the Bidder's proposal security and any other amount deposited till that time without being liable in any manner whatsoever to the Bidder.

4.14 Bids of other Bidders

- 4.14.1 The Authority shall return the proposal security received from the Bidders who have not qualified in Stage I of the evaluation, within Sixty (60) days of opening of

the technical bid. The proposal security shall be returned without payment of any interest.

- 4.14.2 Proposal Security received from all the short listed Bidders after Stage – II of evaluation (except L1, L2 and L3) will be returned within sixty (60) days from the date of opening of financial bid, and returned thereafter, without payment of any interest.

5. PROPOSAL DATA SHEET

Sr.No	Key Information	Details
1.	Name of the Project	Development of Smart Informative Kiosk at 03 locations in Solapur (Maharashtra)
2.	Location of the Project	Solapur, Maharashtra
3.	Name and Address of the Authority	Solapur City Development Corporation Limited Indrabhuvan, Ambedkar Chowk Solapur-413001.
4.	Name of the Contact Person	Mr. Sanjay Teli, Chief Executive Officer (CEO), SCDCL Email: Solapurcitydcl@gmail.com
5.	Institutional Structure for Implementation	Single bidder may choose to form an SPC
6.	Project Model (Contract Format)	Design, Build, Transfer
7.	Bid Submission	Online Only
8.	Earnest Money Deposit /Proposal Security	Rs. 20,000/- Shall be paid online
9.	Tender Fee	Rs. 5,000/ shall be paid Online.
10.	Bidding Parameter	The Bidder quoting the lowest Lump sum fee shall be the Successful Bidder.
11.	Performance Security	10% of project cost. 50% of performance security will be returned after successful construction period.
12.	Notice of Award	To be communicated later
13.	Signing of Contract Agreement	To be communicated later
14.	Project Execution Period / Installation Period	Fifteen Days from Signing of Contract Agreement
15.	Mandatory Components	
16.	Proposal Due Date	06/03/2017
17.	Last Date of Receiving Pre-Bid Queries	02/03/2017
18.	Pre-Bid Conference	-
19.	Proposal Opening Date	07/03/2017

6. PRESCRIBED FORMATS

FORMAT A. LETTER OF APPLICATION & INTEREST

(To be submitted and signed by the Bidder's Authorized Signatory)

The Chief Executive Officer,
Solapur City Development Corporation Limited,
Solapur 413004,
Maharashtra

Sub: RFP for Development of Smart Informative Kiosks at 03 places in Solapur: Proposal for the Project

Sir,

1. Being duly authorized to represent and act for and on behalf of(Hereinafter referred to as "the Bidder"), and having studied and fully understood all the information provided in the bid document, the undersigned hereby apply as a Bidder for "Development of Smart Informative Kiosks at 03 places in Solapur" in in accordance with the terms & conditions of the RFP Document issued by SCDCL.
2. Our Technical & Financial Bids are as per the requisite formats along with the supporting documents, duly filled and signed on each page are enclosed in separate sealed envelopes as specified.
3. The Proposal Security is enclosed in the Envelope 1 marked "Proposal Security Deposit".
4. SCDCL and its authorized representatives are hereby authorized to conduct any inquiries / investigation to verify the statements, documents and information submitted in connection with the application and to seek clarification from our banker regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative of any institution referred to the supporting information, to provide such information deemed necessary and requested by your selves to verify statements and information provided in the application or with regard to the resources, experience and competence of the applicant.
5. SCDCL and its authorized representatives may contact the following persons for any further information:
Name of the person(s) _____
Address: _____
Phone: _____
Fax: _____
6. This application is made with full understanding that: (a) SCDCL reserves the right to reject or accept any bid, cancel the bidding process, and / or reject all bids. (b) SCDCL

shall not be liable for any of the above actions and shall be under no obligation to inform the applicant of the same.

7. We, the undersigned declare the statements made and the information provided in the duly completed application forms enclosed, as complete, true and correct in every detail.
8. We hereby confirm that we have read, understood and accepted all the detailed terms and conditions of this RFP and Project related information as required for the Proposal. We have also visited the Site of the Project in Solapur for the assessment and have made our own due diligence and assessment regarding the Project.
9. We agree to keep our proposal valid for one hundred twenty (120) days from the date of submission of Proposal thereof, and not to make any modifications in the terms and conditions, not acceptable to the SCDCL. Should this Proposal be accepted, we hereby agree to abide by and fulfill all the terms, conditions and provisions of the aforesaid documents.
10. This application is made with the full understanding that the validity of Proposal submitted by us will be subject to verification of all information, terms and conditions submitted at the time of bidding and its final acceptance by SCDCL. We agree that, without prejudice to any other right or remedy, SCDCL shall be at liberty to forfeit the said Proposal Security absolutely.

Authorized signatory

Date:

Name and seal of Bidder

Place: Encl:

1. The Proposal Security of Rs. (Rupees) in the form of online payment receipt (bank dated).
2. Power of Attorney for signing of application /board resolution authorizing the signatory (as per the Suggested Format at Annexure E)
3. Relevant Submissions as per the given Formats.

FORMAT B. GENERAL INFORMATION ON THE BIDDER

1. General

- a. Name
- b. Country of incorporation:
- c. Address of the corporate headquarters and its branch office(s), if any, in India:

2. Details of individual(s) who will serve as the point of contact / communication for SCDCL within the Company:

- a. Name :
- b. Designation :
- c. Company :
- d. Address :
- e. Telephone Number : (f) Fax Number :
- f. E-Mail Address :

For and on behalf of (Name of the Bidder) Designation

Place: Date

To be enclosed:

1. Documents certifying Bidder's legal status
2. Certificate of incorporation / registration
3. Latest brochures/ organization profiles etc.

FORMAT C. FORMAT FOR FINANCIAL PROPOSAL

(To be submitted and signed by the Bidder's Authorized Signatory)

The Chief Executive Officer, SCDCL,
Solapur

Sub: Financial Proposal for Development of Installation of Smart Informative Kiosk
in Solapur, Maharashtra.

Dear Sir/Madam,

Having gone through this RFP document and having fully understood the Scope of Work for the Project as set out by Authority in the RFP, we are pleased to inform that we would charge the following cost for executing the complete scope as in the RFP.

Total Lump sum fee for 03 Smart Informative Kiosks including software development (Excluding taxes applicable)	Rs. ----- (Rupees _____)
Note: Service tax or any equivalent tax, if applicable, shall be payable extra at the prevailing rates.	

We will design, build and transfer the project within above mentioned Period in accordance with the Contract Agreement executed with Solapur City Development Corporation Limited as per the format specified by it.

We are making this proposal after taking into consideration all the terms and conditions stated in the RFP document, and after careful assessment of the site, all risks and contingencies and all other conditions that may affect the financial proposal.

We agree to keep our offer valid for ninety (90) days from the due date of submission of this Proposal.

Authorized signatory

Date:

Name and seal of Bidder

Place:

FORMAT D. FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION

(On a Stamp Paper of appropriate value) Dated -----

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms..... (Name), son/daughter/wife of

..... and presently residing at, who is presently employed with us holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid in response to the RFP issued by the SOLAPUR CITY DEVELOPMENT CORPORATION LIMITED (the "Authority") for the selection of a supplier for Designing, Engineering, Construction and Operation of Smart Informative Kiosk ("Project") in ; including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the Authority. AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2017
For.....

(Signature, name, designation and address)

Witnesses: 1.

2.

Accepted

Notarized

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

FORMAT E. ESTABLISHING THE TECHNICAL EXPERIENCE OF THE BIDDER

S. No	Description	Detail
1	Name of the Bidder :	
2	Name of the Project	
3	Location of the Project	
4	Nature of the Project	
5	Estimated Cost of the Project (in INR Lakhs)	
6	Commercial Operation Date of the Project	

The above mentioned information should be supported by relevant documents like possession certificate / commercial operation commencement certificate from the relevant government authorities.

FORMAT F. FORMAT FOR ESTABLISHING THE FINANCIAL CAPACITY OF THE BIDDER.

Name of Bidder	Net Worth (in Rs. Crores)		
	Y1	Y2	Y3
Name of Bidding Company			
TOTAL			

The above mentioned information should be supported by relevant documents the Certificate from the Statutory Auditor / Chartered Accountant. Provide details for last three completed financial years preceding to the Proposal Due Date.