

**Request for Proposal (RFP) for Selection of
Consultant for Corporate Social Responsibility
(CSR) Cell, SMC**

SOLAPUR MUNICIPAL CORPORATION

Form Fees: INR 500 with GST (non-refundable)

Address:

Additional Municipal Commissioner (CSR Cell)
Solapur Municipal Corporation,
Indrabhuvan, Railway Lines, Solapur
Maharashtra, India

Contents

DISCLAIMER	3
Solapur Municipal Corporation - Request for Proposal Advertisement	5
1 Instructions to Applicants	6
1.1 General	6
1.1.3 RFP Document	7
1.1.4 Conditions of Eligibility	7
1.1.5 Tenure of Appointment	8
1.1.7 Schedule of Selection Process	8
1.2 Bid Documents	8
1.3 Preparation of Proposals	9
1.3.1 Language of the proposal	9
1.3.2 Format and signing of Proposal	9
1.3.3 Documents to be included when submitting the proposals	9
1.3.4. Technical Proposal	9
1.3.5 Period of validity of proposals	10
1.3.6 Payment	10
1.4 Submission of Proposals	10
1.4.1 Sealing and marking of proposals	10
1.4.2 Deadline for submission of proposals	10
1.4.3 Late Proposals	11
1.4.4 Number of Proposals	11
1.4.5 Right to reject any or all Proposals	11
1.5 Evaluation of proposals	11
1.5.1 Technical Evaluation	11
1.5.2 Scoring for Technical Criteria	12
1.6 Contract Award	14
1.6.1 Award criteria	14
1.6.2 Signing of the contract	14
1.7 Conflict of Interest	14
1.8 FRAUD AND CORRUPT PRACTICES	16
2 Schedule I - TERMS OF REFERENCE	17

2.1 GENERAL BACKGROUND	17
2.2 SCOPE OF WORK.....	17
3 Schedule II: Form I -LETTER OF PROPOSAL- TECHNICAL PROPOSAL	19
4 Proposed Payment Structure for CSR Consultant	21
1. Monthly Retainer Fee (Fixed Component).....	21
2. Performance-Linked Incentive (Variable Component)*	21
3. Annual Bonus Based on Milestones*	21
4. Penalty Clause for Non-Performance	21
5. Additional Terms.....	21
5 Schedule – IV -FORM-III- PARTICULARS OF THE APPLICANT.....	23
Schedule – 7 Format for CONTRACT OF AWARD	25

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or subsequently provided to Applicants, 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 Applicants 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 Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the services. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant 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, Principal Consultant 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 Applicant 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 Applicants 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 Applicant 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 Applicant 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 an Applicant or to appoint the Selected Applicant, 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 Applicant 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 Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Solapur Municipal Corporation - Request for Proposal Advertisement
Second Recall

TENDER NO: CSR-03/2025-26

Solapur Municipal Corporation (SMC) hereby invites 'Selection of Consultant for Corporate Social Responsibility (CSR) Cell, SMC'. Bidders/ Applicants are advised to study this document carefully before submitting their proposals in response to the RFP Notice..

The complete bidding document has been published on solapurcorporation.gov.in for the purpose of downloading. For any type of clarifications, Applicants can visit solapurcorporation.gov.in or contact help desk contact Email: solapurmunicipalcorporationcsr@gmail.com

Contact Person for Communication:

Shri Ravi Pawar, Additional Commissioner, Solapur Municipal Corporation., Maharashtra, India
e-mail ID: solapurmunicipalcorporationcsr@gmail.com

Adv. No: CSR-03/2025-26

Date: 18/06/2025



Additional Commissioner(1)
Solapur Municipal Corporation

1 Instructions to Applicants

1.1 General

1.1.1 Background

Solapur Municipal Corporation (SMC) (herein referred as the "Tender Issuing Authority" or "TIA" or the "Authority") intends to engage and collaborate with corporate sector for Corporate Social Responsibility and Corporate Environment Responsibility (CSR) initiatives under purview of Section 135 and Schedule VII of the Companies Act, 2013 as well as the provisions of the Companies (Corporate Social Responsibility and Corporate Environment Responsibility Policy) Rules, 2014(CRS Rules) which has come into effect from 1 April 2014. SMC believes that the involvement of corporate sector will not only enhance physical and human capital infrastructure of city but also create a sense of responsibility among the residents.

TIA has established a Corporate Social Responsibility Cell which primarily addresses and delivers all requirements to meet its vision and goals as per the scope of services mentioned in the TOR (collectively the "Consultancy"). TIA intends to appoint a Consultant, whom shall provide support for CSR Cell on day to day basis (the "Project") through an open competitive bidding through e-tendering system in accordance with the procedure set out herein.

1.1.2 Due diligence by Applicants

1.1.2.1 The Applicants are encouraged to submit their respective proposals after visiting the TIA's office and as pertaining for themselves the conditions, location, surroundings, utilities, applicable laws and regulations, and any other matter considered relevant by them.

1.1.2.2 It shall be deemed that by submitting a Proposal, the Applicant has:

- (i) Made a complete and careful examination of the Bidding Documents;
- (ii) Received all relevant information requested from the TIA;
- (iii) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the TIA;
- (iv) Satisfied itself about all matters, things and information including matters necessary and required for submitting an informed Proposal, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- (v) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the TIA, or a ground for termination of the Service Contract by the Consultant;
- (vi) Acknowledged that it does not have a Conflict of Interest; and
- (vii) Agreed to be bound by the undertakings provided by it under and in terms hereof.

1.1.3 RFP Document

RFP document is available at solapurcorporation.gov.in. Cost of RFP document i.e. form fee is INR 5000 (non-refundable) and the same is payable through **RTGS at Commissioner, Solapur Municipal Corporation Bank Account No.50200012421811**, HDFC Bank, IFSC-HDFC0002819, Solapur. The proof of payment is to be enclosed in the attachment of the technical bid. **It is not necessary to pay the form fee again for the previously submitted proposal; however, proof of the earlier payment must be attached with the fresh application.**

The Applicant has to submit the technical bid in physical mode at the office of Chief Accountant, Solapur Municipal Corporation, Indrabhuvan, Railway Lines, Solapur only.

The format for technical bid is enclosed as Appendix & Schedule in this RFP

The Bidder shall bear all costs associated with the preparation and submission of the Proposal, the SMC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bid.

1.1.4 Conditions of Eligibility

- a) Any individual can submit proposal for an individual Principal Consultant for CSR cell at SMC.
- b) In case of individual, applicant can submit proposal through e-tendering system in accordance with the procedure set out in this RFP. Principal Consultant/ Consultant shall:
 - i. remain fully and solely responsible for/ accountable to TIA for the timeliness and quality of all the outputs delivered.
 - ii. Submit a technical proposal reflecting, among others, his/ her CV (and other team members, if applicable) indicating experience and track records in similar undertakings
- c) case of Consulting firms/institutions/organizations/individual applicant can submit proposal with CVs of the proposed team comprising of minimum 1 Consultant for CSR and form III (Schedule IV), which qualify the minimum criterion given below:

Sr. N.	Basic Requirement	Eligibility Criteria	Documents to be submitted
1	Basic Qualifications	Post-graduate degree in Social Work, Corporate Social Responsibility, Social Sciences, Business Administration, Social Entrepreneurship or related fields with Minimum passing percentage of 60% marks in the aggregate from a reputed university Minimum 3 years of relevant work experience in the area of CSR related policy, strategy, legal framework, including professional programmes and services	Degree copy and mark sheets Experience certificates / copies of work order / mandate letter, etc. received from the Client.
2	Blacklisting	The Bidder should not be debarred/blacklisted by any State Government/ Central Government/PSU Organization in India for Unsatisfactory performance, corrupt or fraudulent	A self-certified letter signed by the Authorized Signatory of the Bidder

		practices or any other unethical conduct either indefinitely or for a period of time as on bid submission date.	
--	--	---	--

d) Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.

1.1.5 Tenure of Appointment

The Appointment of the Consultant shall be initially for 1 year on contractual basis and shall be extendable up to two more year, subject to the performance and discretion of the Commissioner, SMC.

1.1.6 Brief description of the Selection Process

The Authority has adopted a one stage selection process (collectively the "Selection Process") in evaluating the Proposals comprising technical bid to be submitted through tendering system. In the first stage, a technical evaluation will be carried out as specified in Clause 1.5.1. Based on this technical eligibility evaluation, a list of short-listed applicants shall be prepared. In the second stage, a technical proposal evaluation will be carried out as specified in Clause 1.5.2. The first ranked Applicant shall be selected.

1.1.7 Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

S.No.	Event Description	Date
1.	Proposal Due Date or PDD	23/06/2025 till 1.00 pm
2.	Opening of Proposals	On 23 rd June at 3.00 pm, if possible
3.	Letter of Award (LOA) / Work Order	Within 30 days of PDD (If Possible)
4.	Signing of Agreement	Within 10 days of LOA
5.	Validity of Applications	90 (Ninety) days from Proposal Due Date

1.2 Bid Documents

1.2.1 Contents of bid documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Applicant is expected to examine all corresponding instructions, forms, terms and specifications contained in the Bid Documents. Failure to comply with or meet the requirements set out in the bid documents may affect the evaluation of the Proposal.

1.2.2 Clarification of bid documents

A prospective Applicant requiring any clarification of the Bid Documents may notify the TIA in writing at the below mentioned mailing address indicated in this RFP. The TIA will respond in writing to any request for clarification on Bidding process that it receives TWO (02) days prior to Proposal Due Date, in case required.

1.2.3 Amendments of bid documents

TIA reserves the right to publish corrigendum/ addenda prior to Proposal Due Date. TIA may, at its discretion, at its own initiative or in response to a clarification requested by a prospective Applicant, modify the Bid Documents.

1.3 Preparation of Proposals

1.3.1 Language of the proposal

The Proposals prepared by the Applicant and all correspondence and documents relating to the Proposal exchanged by the Applicant and TIA shall be in the English language. Any printed literature furnished by the Applicant may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

1.3.2 Format and signing of Proposal

The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects. The Proposal and its copy shall be typed or written in indelible ink and signed by the authorised signatory of the Applicant who shall initial each page, in blue ink. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

a) By the individual applicant; or Applicants should note the Proposal Due Date, as specified for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Due Date as specified in this RFP.

1.3.3 Documents to be included when submitting the proposals

Interested Applicants must submit the following documents/ information in the required format:

- (i) Proposal Submission Form (Schedule II)
- (ii) Technical Proposal (as per details in RFP)
- (iii) Personal CV including past experience in similar projects and at least 3 references.

1.3.4. Technical Proposal Technical proposal must include, but not be limited to, the following information:

- a) Cover Letter explaining why they are the most suitable for the work
- b) A brief description of past experience and educational background, along with relevant documents as specified. In case of a firms/institutions/organizations, form III given in schedule IV must be submitted.
- c) Identify and present at least three (3) key assignments which within the past three (3) years in CSR domain in the format/ table below.

#	Brief description of services provided	Contract value (INR)	Contract Duration	Name of client	Address of client	Email address of client
1						
2						
3						

d) Any other information that will facilitate TIA's evaluation of your dependability and capacity to meet the TOR requirements

e) A brief methodology on how you will approach and conduct the work

f) Power of Attorney, if applicable, is executed as per Applicable Laws;

g) The curriculum vitae of the professional members of the team. Any other information that will facilitate our evaluation of the consultants' reliability and capacity to meet the TOR requirements could be provided.

1.3.5 Period of validity of proposals

The Proposal shall remain valid for a period not less than 90 (Ninety) days from the Proposal Due Date (the "PDD"). In exceptional circumstances, TIA may solicit the Applicant's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Applicant granting the request will not be required nor permitted to modify his Proposal.

1.3.6 Payment

The TIA shall effect payments to the Consultant after acceptance by SMC of the invoices submitted by the CSR Consultant, upon completion of work as per TOR. The payment for the Consultancy services shall be done on monthly basis. The details are given below. All rights are reserved by Municipal Commissioner.

1.4 Submission of Proposals

1.4.1 Sealing and marking of proposals

The bid should be submitted through physical mode only. The Applicant should also submit hard copies of their Technical Proposal packed in a sealed envelope. The Envelope should be sealed, marked as "Selection of Consultant for Corporate Social Responsibility (CSR) Cell, SMC" at the top of the envelope. The Bidder shall seal the Proposal in one outer and inner sealed envelope, as detailed below.

(a) The outer envelope shall be:

Additional Commissioner (1),

Solapur Municipal Corporation,

Indrabhuvan, Railway Lines, Solapur

(At the office of Chief Accountant, SMC, Solapur)

All communications, including the envelopes and email, should contain the following information, to be marked at the top in bold letters:

Tender No. CSR-02/2025-26

Tender Name: "Bid for Selection of Principal Consultant for Corporate Social Responsibility (CSR) Cell, SMC" and shall clearly indicate the name and address of the Applicant.

1.4.2 Deadline for submission of proposals

Proposals must be received by the TIA at the address specified in this RFP no later than bid submission Due Date. The TIA may, at its own discretion extend this deadline for the submission of Proposals by amending the bid documents in accordance with clause Amendments of Bid Documents, in which case all rights and obligations of the TIA and Applicants previously subject to the deadline will thereafter be subject to the deadline as extended.

1.4.3 Late Proposals

Proposals received by TIA after Proposal Due Date, shall be rejected.

1.4.4 Number of Proposals

Applicants are not permitted to submit more than one proposal for a Consultant profile. An Applicant submitting a proposal individually or as an Associate shall not be entitled to submit another proposal individually. In such cases, all such proposals shall be disqualified.

1.4.5 Right to reject any or all Proposals

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

- (i) at any time, a material misrepresentation is made or discovered, or
- (ii) Applicant does not provide, within the time specified by TIA, the supplemental information sought by TIA for evaluation of the Proposal. Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification/ rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified/ rejected, then TIA reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in its sole discretion, including annulment of the Selection Process.

1.5 Evaluation of proposals

Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. The Authority may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal shall be considered responsive only if:

- a) all the documents relating to qualification, experience etc. as mentioned in the scoring of technical criteria are to be attached in the technical proposal
- b) the Technical Proposal is received in the form specified at Schedule
- c) it is received by the Proposal Due Date including any extension thereof
- d) it is accompanied by the Power of Attorney, if any
- e) it contains all the information (complete in all respects) as requested in the RFP;
- f) it does not contain any condition or qualification; and
- g) it is not non-responsive in terms hereof.

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

1.5.1 Technical Evaluation

The Technical Proposal shall be responsive /compliant /acceptable, and as per the terms and conditions of this RFP. In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed strategy and Work Plan, and the experience of Key Personnel.

1.5.2 Scoring for Technical Criteria

	Criteria	Description	Max. Marks	Documents required
A	Education**	Post-graduate degree in Social Work/ Corporate Social Responsibility/ Social Sciences/ Business Administration/ Social Entrepreneurship or related fields from a reputed university with passing percentage of a. =>60% and <70% marks in the aggregate: 15 marks b. =>70% and <80% marks in the aggregate: 25 marks c. =>80% marks in the aggregate: 30 marks	30	Degree Certificates, Mark sheets
B	Experience**	a) years of relevant work experience in the area of CSR related policy, strategy, legal framework, including professional programmes and services: 1. => 3 years and < 5 years- 10 marks 2. => 6 years and < 9 years- 15 marks 3. => 9 years- 20 marks b) Experience of at-least 1 year with any Government entity- 10 marks	30	Experience certificates / copies of work order / mandate letter, etc. received from the Client.
C	Specific Technical Knowledge	<ul style="list-style-type: none"> • Good practical knowledge of the following: • Knowledge of theories, principles and practices of socio-economic issues, Knowledge of challenges faced by various groups and communities in the urban/ semi-urban areas of SMC jurisdiction- maximum 	20	Proposed Strategy and Work Plan & Personal Interview*

		<p>5 marks</p> <ul style="list-style-type: none"> • Knowledge of the field of CSR and NGOs, Knowledge of CSR AND Corporate Environment Responsibility related laws/rules/notifications publish by the center government of India or any government authority-maximum 5 marks • Knowledge of Section 135 and Schedule VII of the Companies Act 2013 and recent amendment, notifications related to the Companies (Corporate Social Responsibility Policy) Rules, 2014 (CRS Rules), Knowledge of registration process of section 8 company or trust - maximum 5 marks • Good presentation skills, Proficiency in documentation, Proficiency in Microsoft Office especially PowerPoint and Excel-maximum 5 marks 		
	Criteria	Description	Max. Marks	Documents required
D	Professional Network	<p>Capacity to build strong relationships: with corporate bodies and construction companies/apex committees of SMC area-maximum 5 marks government line agencies-maximum 5 marks development partners and stakeholders-maximum 5 marks focuses on impact and results- maximum 5 marks</p>	20	Personal Interview*
		Technical Score (TS)	100	

*Personal Interview will be held in front of the appointed panel appointed by SMC.

** Cut-off marks for the education and experience shall be minimum 50% of the total marks and based on that, the candidates shall be selected for the interview.

1.6 Contract Award

1.6.1 Award criteria

The TIA reserves the right to accept or reject any or all Proposals, and to annul the bid process at any time prior to award of Project, without thereby incurring any liability to the affected Applicant or any obligation to inform the affected Applicant. The selection of the successful applicant shall be based on the Quality Based Selection (QBS). The Applicant with highest Technical Score shall be declared as Selected Applicant and Letter of Award (LoA)/ Work Order shall be issued to the Selected Applicant subject to the terms and conditions set out in this RFP. In the event of the Selected Applicant's failure to meet the terms and conditions set out in this RFP, TIA reserves the right to consider Applicant with second highest Cumulative Score.

1.6.2 Signing of the contract

TIA may sign a contract/ agreement with the Selected Applicant in accordance with terms and conditions this RFP.

1.7 Conflict of Interest

The Applicant shall not have conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. TIA requires that the Consultant provides professional, objective, and impartial advice and at all times hold the TIA's interests paramount, avoid conflicts with other assignments or his/ her own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of TIA. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

a. the Applicant or Associate (or any constituent thereof) and any other Applicant or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Applicant or Associate, as the case may be) in the other Applicant or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956. For the purposes of this Clause 1.7(a), indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be

undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- b. a constituent of such Applicant is also a constituent of another Applicant; or
- c. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- d. such Applicant has the same legal representative for purposes of this Application as any other Applicant; or
- e. such Applicant has a relationship with another Applicant, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Application of either or each of the other Applicant; or
- f. There is a conflict among this and other consulting assignments of the Applicant (including its personnel and Sub-consultant) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- g. the Applicant, its Member or Associate (or any constituent thereof), and the Applicant or Concessionaire, if any, for the Project, its contractor(s) or sub- contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the Applicant or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub- contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in section 4A of the Companies Act, 1956. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub- clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant (the "Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract. An Applicant eventually appointed to provide Consultancy, and its Associates, shall be disqualified from subsequently providing goods related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in

the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof.

1.8 FRAUD AND CORRUPT PRACTICES

a. 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 Authority 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.

b. Without prejudice to the rights of the Authority under Clause 1.8.a 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 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.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

i. "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 Authority in relation to any matter concerning the Project;

ii. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

iii. "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;

iv. "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

v. "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.

2 Schedule I - TERMS OF REFERENCE

2.1 GENERAL BACKGROUND

Ministry of Corporate Affairs has notified Section 135 and Schedule VII of the Companies Act as well as the provisions of the Companies (Corporate Social Responsibility and Corporate Environment Responsibility Policy) Rules, 2014 (CRS Rules) which has come into effect from 1 April 2014. The activities that can be undertaken by the company to achieve its CSR obligations include eradicating extreme hunger and poverty, promotion of education, promoting gender equality and empowering women, reducing child mortality and improving maternal health, combating human immunodeficiency virus, acquired, immune deficiency syndrome, malaria and other diseases, ensuring environmental sustainability, slum development, employment enhancing vocational skills, social business projects, contribution to the Prime Minister's National Relief Fund or any other fund set up by the Central Government or the State Governments for socio-economic development and relief and funds for the welfare of the Scheduled Castes, the Scheduled Tribes, other backward classes, minorities and women and such other matters as may be prescribed. Under the Companies Act, preference should be given to local areas and the areas where the company operates business models with social and environmental priorities and process in order to create share value.

A CSR Cell has been constituted within SMC to act as a liaison between the needs of the city, the PSUs and Private Companies, desirous to helping such causes. The CSR Cell would be a platform to engage with all its stakeholders and bring them together to not only discuss and create solutions but also cooperate and coordinate on different projects and activities that fall under SMC Jurisdiction to further the interests of the city. SMC intends to select and appoint a CSR Consultant to deliver the primary objective CSR cell, encourage the companies to use their CSR funds in the local area of their existence, which is also in accordance with applicable Acts, Rules and Regulations.

2.2 SCOPE OF WORK

The scope of work for Principal Consultant/ CSR Consultant shall include but not limited to:

- To manage the CSR cell such that it becomes a link and a communication platform between various SMC Departments and corporate entities and would engage corporate entities for appropriate intervention for various SMC projects.
- To develop an effective CSR Programme encompassing environment, workplace, community and marketplace issues that will deliver agreed CSR target. Strategize, build and roll out new programmes that deliver social impact while aligning with core functions of SMC
- To establish a mechanism and strategy to engage all departments and corporates to identify various sectors of SMC where CSR interventions are possible and assess the needs of the sector
- To develop a template to collect information from various departments of SMC regarding various needs in their respective sectors where CSR interventions are possible. Based on the information received, the consultant will prepare a detailed proposal which will be then published on the web portal/ other channels of SMC to seek CSR partners (Public Sector /Private Sector Companies) for the projects.

- To discuss the project with the interested CSR partner(s) and the concerned SMC Department(s). Implementation strategy in consultation with key stakeholders to be developed/ prepared. NGO(s), Social Enterprises, companies set up under section 25 of companies act, 1956 etc. can be chosen as implementation partner(s). Implementation Partner(s) to be identified/ selected in consultation with CSR Partner(s) and concerned SMC Department(s).
- To invite, review the CSR proposals, and take relevant approvals for implementation. Prepare and submit note for seeking approvals from the competent authorities of SMC (wherever required)
- To assist in drafting of MoUs with approval from the Legal Dept. of SMC. The MoU will be modified as per the requirements of different projects. The MoU will include the scope of work, implementation strategy, span of activities, stages of projects and its estimated time line, fund estimates, monitoring and evaluation plan etc.
- To develop an annual CSR report that provides clear direction on strategy, delivery and performance for SMC prepared in consultation with all departments and the need assessment.
- To prepare and publish an annual report with information of outcomes of various completed projects as well as the information of ongoing projects.
- To establish CSR partnership programmes and develop relationships with key business contacts
- To act as the main point of contact for corporates interested in taking up CSR projects in SMC.
- To engage internal stakeholders and establish a network of CSR partners
- To ensure effective communication methods are in place to communicate CSR proposals, CSR targets and performance
- To attend relevant industry events related to CSR
- To act as the knowledge leader and expert for CSR
- To manage relationships with existing partners, build new relationships with new partners spanning stakeholder groups (government to government, Corporates, Apex bodies, community representatives, SMC officers, non-profits, social enterprises, etc.), ensuring that regular meetings take place so that each stakeholder is aware of current developments.
- To Deliver on scaling plans for key initiatives related to CSR
- To ensure high-quality expert inputs and roll out of SMC supported programmes from the CSR point of view (where required)
- To Update SMC authorities with new amendments, notices, research on CSR specifically about government role in CSR
- To Assist SMC on drafting documents related to policy change, amendments in regard to CSR (wherever required)
- To Communicate and facilitate training workshops and leverage all channels of communication to engage and educate stakeholders on the core CSR programmes taken with the partners
- To provide advice and assist in getting funds from Corporate Social Responsibility (CSR).

3 Schedule II: Form I -LETTER OF PROPOSAL- TECHNICAL PROPOSAL

(See Clause 1.3.3)

(On Applicant's letter head)

(Date and Reference)

To

Municipal Commissioner,
Solapur Municipal Corporation,

Sub:

Sir,

With reference to your RFP Document dated , I/we, having examined all relevant documents and understood their contents, hereby submit our Proposal SELECTION OF INDIVIDUAL CSR EXPERT FOR SMC CSR CELL. The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.
3. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I/We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We declare that:
 - a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
 - b) I/We do not have any conflict of interest in accordance with RFP Document;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
7. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with respective Clauses of the RFP document.

8. I/We certify that in regard to matters other than security and integrity of the country, I have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy or which relates to a grave offence that outrages the moral sense of the community.
9. I/We further certify that in regard to matters relating to security and integrity of the country, I have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
10. I/We further certify that no investigation by a regulatory authority is pending either against me.
11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
12. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
13. I/We agree to keep this offer valid for 90 (ninety) days from the Proposal Due Date specified in the RFP.
14. In the event of my being selected as the Consultant, I/we agree to enter into an Agreement with the Authority.
15. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
16. I/We agree and undertake to abide by all the terms and conditions of the RFP Document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the RFP Document.

Yours faithfully,

(Signature, name and designation of the authorised signatory)

(Name of the Applicant)

4 Proposed Payment Structure for CSR Consultant

(As part of engagement under CSR Cell)

1. Monthly Retainer Fee (Fixed Component)

Particulars	Amount (INR)	Description
Retainer Fee	₹50,000 – ₹60,000*	Fixed monthly fee for core consultancy services such as CSR coordination, proposal drafting, follow-up, reporting, and meetings.

2. Performance-Linked Incentive (Variable Component)*

Monthly CSR Fund Mobilization	Incentive Amount (INR)	Remarks
₹0 to ₹50 lakhs	₹10,000	Basic incentive slab
₹50 lakhs to ₹1 crore	₹25,000	Moderate fund mobilization
Above ₹1 crore	₹50,000	Maximum slab

Note: Maximum monthly payout (Retainer + Incentive) shall not exceed ₹1,00,000.

3. Annual Bonus Based on Milestones*

Total CSR Funds Mobilized in Financial Year	Bonus Amount (INR)	Conditions
₹5 crore to ₹10 crore	₹1,00,000	To be paid after audit and certification of fund utilization.
Above ₹10 crore	₹2,00,000	Subject to Commissioner's approval and documentation verification.

4. Penalty Clause for Non-Performance

Condition	Penalty
No CSR fund mobilized for 3 consecutive months	Retainer may be reduced by 25% or contract terminated.

5. Additional Terms

- Monthly performance shall be reviewed by the CSR Cell and Municipal Commissioner.

- No separate TA/DA will be paid unless explicitly approved for outstation visits.
- The consultant must maintain proper documentation and follow-up records.
- All payments are subject to applicable statutory deductions and approvals.
- * Payment structure fixed, variable and milestone based can be negotiated by the Municipal Commissioner.

5 Schedule – IV -FORM-III- PARTICULARS OF THE APPLICANT

1.1	Title of Consultancy:
1.2	Title of Project:
1.3	<p>State the following:</p> <p>Name of Individual:</p> <p>Legal status (e.g. incorporated private company, unincorporated business, partnership etc.):</p> <p>Country of incorporation: Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business: Principal place of business:</p> <p>Brief description of the Company including details of its main lines of business Name, designation, address and phone numbers of authorised signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>Fax No. :</p> <p>E-mail address:</p>
1.4	<p>For the Applicant, , state the following information:</p> <p>i. In case of non Indian Firm, does the Firm have business presence in India? Yes/No If so, provide the office address(es) in India.</p> <p>ii. Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last five years? Yes/No</p> <p>iii. Has the Applicant ever failed to complete any work awarded to it by any public authority/entity in last five years? Yes/No</p> <p>iv. Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years? Yes/No</p> <p>v. Has the Applicant suffered bankruptcy/insolvency in the last five years? Yes/No</p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</p>
1.5	<p>Does the Applicant's firm/company combine functions as a consultant or adviser along with the functions as a contractor and/or a manufacturer? Yes/No</p> <p>If yes, does the Applicant agree to limit the Applicant's role only to that of a consultant/ adviser to the Authority and to disqualify themselves, their Associates/ affiliates, subsidiaries and/or parent organization subsequently from work on this Project in any other capacity?</p>

	Yes/No
1.6	<p>Does the Applicant intend to borrow or hire temporarily, personnel from contractors, manufacturers or suppliers for performance of the Consulting Services?</p> <p>Yes/No</p> <p>If yes, does the Applicant agree that it will only be acceptable as Consultant, if those contractors, manufacturers and suppliers disqualify themselves from subsequent execution of work on this Project (including tendering relating to any goods or services for any other part of the Project) other than that of the Consultant?</p> <p>Yes/No</p> <p>If yes, have any undertakings been obtained (and annexed) from such contractors, manufacturers, etc. that they agree to disqualify themselves from subsequent execution of work on this Project and they agree to limit their role to that of consultant/ adviser for the Authority only?</p> <p>Yes/No</p> <p>(Signature, name and designation of the authorised signatory) For and on behalf of</p>

Deleted

Schedule – 7 Format for CONTRACT OF AWARD

Between

Solapur Municipal Corporation

And

[Name of Consultant]

This Contract is made on [Date] at Solapur between Solapur Municipal Corporation, a statutory body constituted under the Maharashtra Municipal Corporations Act, 1949, having its office at Indrabhuvan, Railway Lines, Solapur - 413001, herein referred to as "SMC" (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the FIRST PART;

AND

[Consultant Name], a [proprietorship/firm/company], having its registered office at [address], herein referred to as the "Consultant" (which expression shall unless repugnant to the context or meaning thereof include its successors and permitted assigns) of the SECOND PART.

WHEREAS:

1. SMC is desirous of appointing a Consultant for assisting in Corporate Social Responsibility (CSR) Activities, including identifying CSR opportunities, drafting project proposals, coordinating with companies, ensuring compliance, and facilitating fund mobilization.
2. The Consultant has submitted a proposal in response to SMC's Request for Proposal (RFP) dated [RFP Date], and after evaluation, the same has been accepted by SMC.
3. SMC now wishes to enter into a formal Contract with the Consultant to define the terms of engagement, responsibilities, performance monitoring, and termination conditions.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

1. Scope of Work and Responsibilities: As mentioned in the RFP

2. Tenure

This contract shall remain valid for 12 months from the date of signing, unless extended by mutual consent or terminated earlier as per mentioned in the RFP.

3. Fees and Payment

The Consultant shall be paid a monthly professional fee of Rs. [amount] (inclusive of all applicable taxes). Payment shall be made within 15 days of submission of invoice and monthly performance report, subject to satisfactory deliverables.

4. Performance Review and Monitoring

A monthly performance review shall be conducted by a Committee constituted by the Municipal Commissioner. The Consultant shall submit a Monthly Activity Report detailing actions taken, meetings held, proposals submitted, funds mobilized, and other key deliverables.

5. Penalty and Deductions

If monthly deliverables are found unsatisfactory or below the minimum defined, SMC reserves the right to deduct up to 10% of monthly fees. In case of non-performance or breach of obligations for two consecutive months, the contract may be terminated without notice.

6. Confidentiality

The Consultant shall not disclose any data, report, or information shared by SMC without prior written consent. This clause shall survive even after the termination of this contract.

7. Intellectual Property

All documents, presentations, reports, and communication prepared by the Consultant for SMC shall remain the sole property of Solapur Municipal Corporation.

8. Termination

This contract may be terminated by either party by giving 30 days' written notice. However, the Municipal Commissioner, SMC reserves the right to terminate the contract with immediate effect in case of: Breach of trust, conflict of interest, or misrepresentation, Poor performance or failure to meet targets, Violation of municipal or statutory guidelines

9. Jurisdiction

This agreement shall be governed by the laws of India. All disputes shall be subject to the jurisdiction of Solapur courts only.

IN WITNESS WHEREOF, both parties have executed this Agreement on the day, month, and year first written above.

For Solapur Municipal Corporation

(Authorized Signatory)

Name:

Designation:

Date:

For Consultant

(Name & Signature)

Designation:

Firm/Company Name:

Date: