



REQUEST FOR PROPOSAL
FOR
SELECTION OF CONTRACTOR FOR
PROCUREMENT, CONSTRUCTION & COMPREHENSIVE
MAINTENANCE OF THEME BASED
PLACEMAKING SITES
FOR
PUNE SMART CITY

RFP PSCDCL / Placemaking / 06 /2018

Dated: 22nd Ferbruary, 2018

Issued By

The Chief Executive Officer

Pune Smart City Development Corporation Limited (“**PSCDCL**”)
PMC Building, Near Mangla Theatre, Shivaji Nagar, Pune - 411 005
Maharashtra, India

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Glossary

The words and expressions beginning with capital letters and defined in this document at their appropriate places, shall unless repugnant to the context thereof, shall have the meaning ascribed thereto herein. If such word or expression is not defined herein but defined in the "Procurement, Construction & Comprehensive Maintenance Agreement", then forthwith such shall have the meaning in the "Procurement, Construction & Comprehensive Maintenance Agreement".

Agreement	As defined in Section 1.3.4
Applicable Law	As defined in Section 5.6
Approved Bank	Shall mean a bank as defined under section 2(e) of the Reserve Bank of India Act, 1934, but excludes all cooperative banks.
Associate	As defined in Section 3.1.1 (iii)
Authorized Signatory	As defined in Section 3.12.2 (g)
BEC	As defined in Section 3.17.3
Bid	As defined in Disclaimer
Bid Evaluation Committee	As defined in Section 3.17.3
Bid Percentage	As defined in Section 3.2.5
Bid Security	As defined in Section 3.2.3
Bid Submission Date	As defined in Section 3.14.1
Bidder	As defined in Disclaimer
Bidder's Estimate	As defined in Section 3.2.4
Bidding Documents	As defined in Section 1.3.3
Bidding Process	As defined in Section 3.2.1
BOT	Shall mean Build, Operate and Transfer
BOQ	Shall mean Bill of Quantity
Client	As defined in Disclaimer
Coercive Practice	As defined in Section 4.3 (a)
Comprehensive Maintenance	As defined in section Appendix 1(c)
Conflict of Interest	As defined in Section 3.1.1 (iii)
Construction	Shall include all physical preparation and building activities conducted by the Contractor, either through manual labour with or without tools, or the use of machines to further its obligations under the Agreement, directly or indirectly
Construction Completion Date	The actual date on which the Contractor completes Construction of the Project as per the terms of the Agreement
Consortium	As defined in Section 3.1.1(i)
Contract Period	The period beginning on the day the Agreement is executed and ending on the day the term of the Agreement expires, or the Agreement is otherwise terminated
Contractor	Shall mean the Selected Bidder having duly executed the Agreement
Corrupt Practice	As defined in Section 3.3 (a)
Earnest Money Deposit	As defined in Section 3.2.3
EMD	As defined in Section 3.2.3
Financial Bid	As defined in Section 3.2.1
First Part	As defined in Section 3.2.1
Fraudulent Practice	As defined in Section 4.3 (b)

IST	Shall mean Indian Standard Time
Law	As defined in Section 5.6
Lead Bidder	As defined in Section 3.1.1(i)
Liquidated Damages	As defined in Section 8.1
LOA	As defined in Section 3.6.3
Lowest Percentage Bidder	As defined in Section 3.2.5
Maintenance	Shall mean the general upkeep of the theme based placemaking sites Constructed pursuant to this RFP and the Agreement
Maintenance Period	As defined in Section 1.3.4
Maximum LD Amount	As defined in Section 8.1
Nationalized or Scheduled Bank	Shall mean Approved Banks
Non-Responsive	As defined in Section 3.17.1
Net Worth	As defined in Section 3.1.2 (i)(f)
Performance Bank Guarantee	As defined in Section 3.11.2 (i)
PPP	Shall mean Public Private Partnership
Procurement	Shall mean the process of sourcing all necessary material, labour and machinery required for completion of the Contractor's obligations under the Agreement
Procurement, Construction & Comprehensive Maintenance Agreement	As defined in Section 1.4.6
Maintenance Period	As defined in Section 1.3.4
Project	As defined in Section 1.4.3
Project Facilities	As defined in Appendix 1
Project Site	Shall mean the site of the Project as more particularly described in Appendix 2
PSCDCL	Pune Smart City Development Corporation
Public Entity	As defined in Section 3.4.5
Qualification	As defined in Section 3.2.1
Qualification Bid	As defined in Section 3.2.1
Responsive	Shall mean in compliance with the Bidding Documents
Restrictive Practice	As defined in Section 4.3 (e)
RFP	As defined in Disclaimer
Second Part	As defined in Section 3.2.1
Selected Bidder	As defined in Section 3.6.3
Similar Projects	As defined in Section 3.1.2 (i)(d)
Similar Services	As defined in Section 3.1.2 (i)€
State Government	As defined in Section 1.3.1
Subject Person	As defined in Section 3.1.1 (iii)(a)(aa)
Tender	As defined in Disclaimer
Tender Fee	As defined in Introduction Paragraph 1.3
Tenure	As defined in Section 1.4.6
Termination	Shall mean the termination of the Agreement as per its terms and conditions
Turnover Criteria	As defined in Section 3.1.2 (ii) (a)
Undesirable Practice	As defined in Section 4.3 (d)

Request for Proposal (RFP)

Notice No. RFP PSCDCL / Placemaking / 06 /2018

Selection of Contractor for Procurement, Construction and Comprehensive Maintenance of Theme Based Placemaking Sites for Pune Smart City

Dated: 22nd February, 2018

[This RFP is meant for the exclusive purpose of submitting the e-Bid in accordance with the terms and conditions specified herein, and this RFP shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued]

Pune Smart City Development Corporation Limited invites Bids from any construction firm/contractor registered with PMC/PCMC/PWD/CPWD (If the prospective Bidder is a Consortium then the Lead Bidder should be registered with either PMC/PCMC/PWD/CPWD) in India for Selection of a Contractor for Procurement, Construction, and Comprehensive Maintenance of Theme Based Placemaking Sites for Pune Smart City to carry out works equal to or more than the value of work estimated in the Bidding Documents (“**Prospective Bidders**”) in the following manner:

Sr. No.	Information	Details
1.	Project	Selection of a Contractor for Procurement, Construction, and Comprehensive Maintenance of Theme Based Placemaking Sites for Pune Smart City
2.	RFP Reference No.	RFP PSCDCL / Placemaking / 06 /2018 , Pune
3.	Publication of Request for Proposal	22 nd February, 2018
4.	Pre-Bid Conference	28 th February, 2018 at 3.00 pm at Prabhag Samiti Hall, Aundh Ward Office
5.	Last Date to send in Requests for Clarifications	27/02/2018 by 5.00 pm
6.	Last Date of Purchase	15/03/2018 by 2.30 pm
7.	Bid Submission Date	16/03/2018 by 2.30 pm, opening at 3.30pm
8.	Tender Package Value	1.98 Cr
9.	Tender Set Purchase Value	INR 6079.00
10.	EMD	INR 1,98,350
11.	Performance Bank Guarantee	10%
12.	Project duration	4 months construction + 36 months comprehensive maintenance period
13.	Bid Validity Period	[120] days from submission date
14.	Declaration of eligible/qualified Bidders	To be notified

15.	Opening of Financial Bids	To be notified
16.	Letter of Award	To be notified
17.	Submission by Bidder	The Selected Bidder shall be required to conform to the following requirements: within fifteen (15) days of receipt of LOA: i) Submission of confirmation and acceptance of LOA. ii) Submission of Performance Bank Guarantee.
18.	Signing of Agreement	Subject to compliance of the above and other terms of the RFP, the Procurement, Construction & Comprehensive Maintenance Agreement shall be signed within 15 (fifteen) days of receipt by the Selected Bidder of the proforma for Procurement, Construction & Comprehensive Maintenance Agreement.
19.	Contact Person and Email Address	The Chief Executive Officer Pune Smart City Development Corporation Limited Email: info@ punsmartcity.in

The last date for submission of Bids is on 16th March, 2018 by 2.30 pm Indian Standard Time (“IST”). Opening of Qualification Bid is scheduled at 3.30 pm IST on 16th March at the office of PSCDCL.

The complete Bidding Document and all other details including any extensions, clarifications, amendments, corrigendum, addendum etc., will be uploaded only on the website of <https://pmctenders.abcprocure.com/pmctenders/EProc.jsp> and Smart City tender portal, and may not be published in any newspaper or by any other medium, therefore, Bidders are advised to regularly visit the aforementioned website to keep themselves abreast, updated and privy to the latest information. The Prospective Bidders should not have been blacklisted by Pune Municipal Corporation.

Bids shall be submitted in the formats specified in this RFP, as prescribed in this RFP and along with EMD which will be submitted in the favour of the “CEO, Pune Smart City Development Corporation Limited, 2nd Floor, Pune Municipal Corporation, Shivaji Nagar, Pune 411 005”.

Documents which are required to be submitted along with the Bid may be scanned with a resolution of 100 dpi in monochrome (black and white). The same would help in reducing the size of the scanned files.

This RFP shall be regarded as an invitation to an offer to all the prospective bidders and would be valid and binding on those bidders who have given an offer by submitting their respective Bids with all the requisite documents and annexures as stipulated.

E-Tendering guidelines to Bidders:

1. E-Tendering Participation Requirements: Interested bidders/prospective bidders willing to participate in the Bidding Process through the e-tendering process are required to register themselves on the portal <https://pmctenders.abcprocure.com/pmctenders/EProc.jsp> by following the process given below:

- 1.1 If not previously registered on the website, click on the link ‘New Bidder Registration’, consequently apply for access authentication (‘login ID’ and ‘password’). The system generated user identification (UID) followed by the password is essential for downloading and participating in E-tender. The tender document is uploaded by PSCDCL using digital signatures;

however, digital signatures are not required for downloading of the tender document. The portal can be viewed through guest user (id) for getting tender details & other information on the portal.

- 1.2 Bidders who have already registered with the portal can use their existing user ID and password for login.
- 1.3 There is no registration fee applicable for login. However, the Bidder(s) shall have to pay for the RFP processing fee ("**Tender Fee**") through an electronic payment mode as described on the portal.
- 1.4 (i) For any technical assistance with regard to the functioning of the portal the prospective bidders may contact according to the escalation matrix as mentioned below:

S. No.	Support Persons	Help Desk Number	Escalation Matrix	Email Address
	Help Desk Team	020-25501137	Instant Support	info@punesm artcity.in

(ii) The aforementioned help desk numbers are intended only for queries related to the issue on e-tendering portal and help needed on the operation of the portal. For queries related to the Bidding Documents published on the portal, the bidders are advised to contact PSCDCL, at the details mentioned in Section 3.28 of this RFP.

- 1.5 Digital Certificates: Prospective Bidders are required to obtain a digital Class II/III certificate from the Client duly certified from Government of India. (Please see <https://www.cca.gov.in>).
- 1.6 Bidder User Manual for e-Tendering Application: Detailed information in this regard has been provided to the Bidders at our portal
https://pmctenders.abcprocure.com/pmctenders/DocumentManual/PMC_Bidder_Manual.pdf
- 1.7 Training support system for registered Bidders is provided on the portal and available to the registered bidders only.

For any queries related to the Bidding Documents please contact us via e-mail at:
info@punesmartcity.in

For any other queries, please contact us via email at:info@punesmartcity.in, **or call us at:** [020-25252525]

ACKNOWLEDGEMENT:

It is expressly understood that the party has subscribed to this document with an express understanding that they will use this document only for the sole purpose of participating in the Bidding Process for Selection of Contractor for Procurement, Construction and Comprehensive Maintenance of Theme Based Placemaking Sites in Pune City, Maharashtra, India, and must not be used for any other purpose. This document must not be passed to a third party except professional advisers assisting with the Bid submission. The document shall not be reproduced or communicated, in whole or in part, and its contents shall not be distributed in written or oral form without written permission from the Client.

Signature of the Client:

Chief Executive Officer (CEO)
Pune Smart City Development Corporation Limited,
PMC Building, Near Mangla Theatre, Shivaji Nagar,
Pune – 411 005, Maharashtra, India,
Email: info@punsmartcity.in,
Website: <http://www.punsmartcity.in/>

Disclaimer

The information contained in this Request for Proposal document (“**RFP**” or “**Tender**” used colloquially and interchangeably) whether subsequently provided to the Bidders which can be a single entity or a Consortium consisting of 2 (two) consortium members, (“**Bidder(s)**”) verbally or in documentary form by Pune Smart City Development Corporation Limited (hereafter referred to as “**PSCDCL**” or “**Client**”) or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and any other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an offer to any party. The purpose of this RFP is to provide the Bidders or any other person with information to prepare their bids and formulate their financial offers (“**Bid**”). This RFP includes statements, which reflect various assumptions and assessments arrived at by PSCDCL in relation to this scope.

This RFP does 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 PSCDCL and its employees or advisors to consider the objectives, technical expertise and particular needs of each Bidder. The assumptions, assessments, statements and information contained in the Bidding documents are made in consideration of the intended objectives of the Project, and may not be complete, accurate or adequate. Each Bidder must therefore conduct its own analysis of the information contained in this RFP and seek its own professional advice from appropriate sources.

Information provided in this RFP to the Bidder is on a wide range of matters, some of which may depend 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. PSCDCL accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein.

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

PSCDCL 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. PSCDCL may in its absolute discretion, but without being under any obligation to do so, amend or supplement the information in this RFP.

The issue of this RFP does not imply that PSCDCL is bound to select a Bidder or to appoint a Bidder, for implementation and PSCDCL 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 PSCDCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and PSCDCL 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 for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

In case there is land acquisition challenge that is delaying the work completion, the same budget can be utilized at other location that are approved by General Body, Pune Municipal Corporation and PSCDCL.

In case of delay in completion of works, due to land acquisition, the budget allocated to this work can be utilized for alternate placemaking project site that are approved by Pune Municipal Corporation or PSCDCL.

CEO, PSCDCL reserves the rights to change the scope of works as and when required in consultation with Pune Municipal Corporation.

SECTION 1. Introduction

1.1. About Pune

- 1.1.1. Pune is the seventh-most populous city in India and the second largest in the state of Maharashtra. It is situated 560 meters (1,837 feet) above sea level on the Deccan Plateau, on the right bank of the Mutha River. Pune city is the administrative headquarters of the Pune district and was once the centre of power of the Maratha Empire.
- 1.1.2. The city is known for manufacturing especially automobiles, as well as government and private sector research institutes for information technology (IT) education, management and training that attracts immigrants, students and professionals from across India, south east Asia, the middle east, SAARC and Africa.
- 1.1.3. Pune is considered as the cultural capital of Maharashtra and is also popularly known as the 'Queen of the Deccan'. The city has been marked by various forts and historical places. Pune is also known as the 'Oxford of the East' as it has some of the oldest universities and colleges in India such as, the University of Pune, the College of Engineering, Pune, Fergusson College, the Indian Law Society, Law College and Symbiosis University.
- 1.1.4. As per 2011 census, Pune has a population of more than 9.4 million people and a population density of 603 people per sq. km. The decadal population growth rate from 2001 to 2011 was reported at 30.34%.

1.2. About Pune Smart City Development Corporation Limited (PSCDCL)

- 1.2.1. The Pune Smart City proposal was selected for priority financing under Smart City Mission by the MoUD; thereafter, the PMC has incorporated a Special Purpose Vehicle (SPV) company called the Pune Smart City Development Corporation Limited, under the Companies Act 2013, solely for the purpose of implementing the Smart City Projects. A majority of PSCDCL shall be publicly owned with equal shareholding from the Government of Maharashtra ("**State Government**") and the PMC.
- 1.2.2. The Board of PSCDCL will be chaired by the Chairman, PSCDCL and will have 15 members including elected representatives of PMC, representatives of the State Government, Central Government as well as independent directors.

1.3. Introduction to the Project

- 1.3.1. The Client has completed comprehensive development of two such sites including development (engineering, procurement and construction) and comprehensive maintenance in the first phase of placemaking initiatives. PSCDCL are proposing development of multiple new sites in the second phase of its placemaking initiatives termed as the "**Project**". The details of the scope of work, sites and the proposed development are provided in the Appendix 1. The Selected Bidder shall be responsible for implementing and operating the Project in accordance with the provisions of the RFP and the Procurement, Construction and Comprehensive Maintenance Agreement to be entered into between The Client and the Selected Bidder.
- 1.3.2. In consideration of the above, The Client is now inviting B-1 Bids for selection of a Contractor for the Project.

- 1.3.3. The Client shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Client pursuant to this RFP and the Procurement, Construction & Comprehensive Maintenance Agreement as modified, altered, amended and clarified from time to time by the Client (collectively the "**Bidding Documents**"). All the Bids shall be prepared and submitted in accordance with such prescribed terms and conditions on or before the Bid Submission Date in Section 3.3 specified in this RFP for submission of Bids.
- 1.3.4. The Selected Bidder will be responsible for all activities including procurement, construction and comprehensive maintenance, as regards the Project, in accordance with the provisions of the Procurement, Construction & Comprehensive Maintenance Agreement ("**Procurement, Construction & Comprehensive Maintenance Agreement**" or "**Agreement**") (Appendix 7 of RFP). The Agreement shall set forth the detailed terms and conditions for the Project. The Selected Bidder shall also be responsible for the comprehensive maintenance of the Project during the period ending Three years from the Construction Completion Date in the manner set out in the Agreement ("**Maintenance Period**" or "**Tenure**"). At the end of the Tenure, all the Project Facilities & Project Sites, including all Project Facilities developed and assets provided by the Client shall revert to the Client, free of cost and free from all encumbrances.
- 1.3.5. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or in any manner the scope of services and obligations of the Contractor set forth in the Agreement or the Client's rights to amend, alter, change, supplement or clarify the scope of work, the Agreement to be awarded pursuant to this RFP or the terms thereof or herein contained.
- 1.3.6. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Client. The Client shall receive Bids pursuant to this RFP in accordance with the terms and conditions set forth herein and other documents as provided by the Client pursuant to this RFP and Bidding Documents.

SECTION 2. Project Objective and Scope

2.1. Vision

2.1.1. A city's well-being is dependent on three core pillars a.) Liveability –related to citizen's access to basic, core and enabling services required for a dignified life, b.) Competitiveness - set of institutions, policies and factors that determine the level of productivity & economic well-being of a city and, c.) Sustainability – economic growth with minimum drain on the environment.

2.1.2. Under the Smart City Mission, the Client is rapidly improving the physical and social infrastructure within the city. The proposed "Placemaking" initiatives strive to improve the social infrastructure and more importantly the public open spaces within Pune Municipal Corporation. The Client proposes to develop numerous sites across Pune through Placemaking initiatives based on the following principles:

- (i) Collaborative process with community-based participation at its center;
- (ii) Capitalizing local community's assets, inspiration, and potential resulting in the creation of quality public spaces that contribute to people's health, happiness, and wellbeing;
- (iii) Creating platforms for physical, cultural, and social interactions which are accessible to people of all ages, abilities, and socio-economic backgrounds;
- (iv) The design principles that would inform the Placemaking initiatives are as below:
 - (a) Inclusive developments – for all age groups, common citizens, underprivileged as well as people with special needs.
 - (b) Design Mantra – Create dynamic multi-purpose platforms. Designs should be of human scale, cost-effective and have high recall value.
 - (c) Fast implementation - Quick transition; maximize use of prefabricated, precast and modular elements.
 - (d) Identity & Branding - An attribute or design element binding all the sites throughout diverse themes.
 - (e) Smart elements – ICT integration allowing theme specific contents and functional enhancement.
 - (f) Sustainability - Green features, re-use of material, usage of local resources and low maintenance designs.
 - (g) Scope for Citizen engagement –Engage citizens throughout the operations.

2.1.3 Placemaking Themes

- (i) The Client proposes to develop various pilot Placemaking initiatives. The pilot projects will cover the following broad themes to create neighbourhood platforms that facilitate physical, cultural, and social interactions.

2.2. Site Map and Project Details

- 2.2.1. Site maps and plans for the Project are enclosed herewith in Appendix 2.

2.3. Scope of work and general technical specifications.

The General Technical Specifications are as per Appendix 1B of the RFP. Detailed scope of work for the project is as per Appendix 1C of the RFP.

2.4. Construction and Comprehensive Maintenance Period.

The Contractor shall be allowed a period of 4 (four) months for construction of project and shall be required for the comprehensive maintenance of project for a further period of 36 (thirty six) months

Comprehensive Maintenance Service for 36 (thirty six) months will include operational and planned, reactive and emergency maintenance regime operating 24/7 x 365 days per year, providing an integrated and holistic approach to service delivery.

(Detailed Scope of work is as specified in Appendix 1 (c) of the RFP)

The allotted time for completion of project may however be extended as per the provisions of the agreement.

2.5. Project Site Details

Project Site Details- Site 1	
Location	: Survey no 244 Baner Next to Terazza Society, near Medipoint hospital road.
Area of Site	: 1707 Sq. meters
Design Theme	: Community Farming
Objective	: The objective is to provide space for experimenting technological innovations for sustainable surroundings like urban community farming, organic farming. Realizing the potential of this site the theme of COMMUNITY FARMING is proposed to be developed, a place where fruits and vegetables become the aesthetic elements of the Garden and outdoor open space platform for various senior citizen clubs and workshops. Strategically located in a prime residential area this site has the potential to pull in citizens from the neighbourhood for healthy citizen engagement activities. Spaces have been designed to accommodate community farming activities, gardening workshops, group sessions And senior citizen group sessions. A small garden café and a shop where the produce from the farms can be sold is provided.

Project Site Details- Site 2	
Location	: Survey no23 Balewadi Next to Filli Villa Society, Near Nandan Prospera Balewadi
Area of Site	: 630 Sq. meters
Design Theme	: Bookzania
Objective	: The theme is designed to encourage reading. The site identified and the location also justifies the theme with relatively calm surroundings and large trees. The design has been developed with features to encourage interaction with nature, board games that can help bonding, Café providing Tea, Coffee & Juice, attractive seating for elders, child friendly seating for kids and book structures to play.

2.6. Adherence to Laws, Bye Laws, Rules & Regulations

The Selected Bidder is required to follow all laws, rules & regulations including all local body bye laws, for the purpose of implementation of the Project.

For the purpose of this clause the Selected Bidder is mandated to comply with inter alia the following laws, rules & regulations which are listed hereunder but are not limited or circumscribed by the same:

- 2.6.1. Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995;
- 2.6.2. Minimum Wages Act, 1948;
- 2.6.3. Apprentices Act, 1961;
- 2.6.4. Contract labour (Regulations and Abolition) Rules, 1971;
- 2.6.5. Environmental Protection Act, 1986;
- 2.6.6. Street Vendors (Protection of Livelihood and Regulation of Street Vending) Act, 2014;
- 2.6.7. Workmen's Compensation Act, 1923;
- 2.6.8. Central Motor Vehicles Rules, 1989;
- 2.6.9. Pune Urban Street Design Guidelines;
- 2.6.10. Action Plan for Implementation of Action Points Identified for Ministry of Urban Development for the Empowerment of Persons with Disabilities;
- 2.6.11. Central Public Works Department Guidelines for Sustainable Habitat, 2014;
- 2.6.12. Central Public Works Department Works Manual, 2014;
- 2.6.13. Central Public Works Department Guidelines and Space Standards for Barrier Free Built Environment for Disabled and Elderly Persons;
- 2.6.14. Central Public Works Department Handbook on Barrier Free and Accessibility, 2014;
- 2.6.15. Central Public Works Department Publication on Integrated Green Design for Urban & Rural Buildings in Hot-Dry Climate Zone, 2014;
- 2.6.16. Central Public Works Department Handbook of Landscape, 2013; and
- 2.6.17. Smart City Mission Statement & Guidelines, 2015.

SECTION 3. Instruction to Bidders

3.1. Eligibility & qualification requirements of the Bidder

3.1.1. **Eligibility.** For determining the eligibility of the Bidder, the following shall apply:

- (i) The Bidder can be single entity and/or be a Consortium consisting of 2 (two) consortium members (“**Consortium**”) such which shall appoint one of the consortium member as the “**Lead Bidder**” for the Bidding Process through a Power of Attorney for Signing the Bid for Lead Bidder of Consortium a specimen of which is provided in Appendix 5B, along with a Joint Bidding Agreement a specimen of which is provided in Appendix 5C and submitted it along with the Financial Bid as provided under this RFP .Furthermore, in case the Bidder is a Consortium, forthwith it shall be required to submit a copy of the Consortium Agreement which prescribes the roles and responsibilities of each consortium member, the manner prescribed in Appendix 8 (The Consortium Agreement shall form part of a list of documents to be submitted along with Appendix 8).
- (ii) A Bidder can be a company/partnership firm/other legal entity duly incorporated/established as per the laws of the country where it is incorporated or failing which where it is deemed to reside.
- (iii) A Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Client shall forfeit the EMD of a Bidder or in case of a Selected Bidder, the Client shall forfeit the Performance Bank Guarantee of such Selected Bidder as a mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Client and not by way of penalty for, inter alia, the time, cost and effort of the Client, including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to the Client hereunder or/and the Agreement or otherwise. Without limiting the generality of the foregoing, a Bidder shall be considered to have a Conflict of Interest (“**Conflict of Interest**”) that affects the Bidding Process, if:
 - (a) the Bidder, or any of its members or Associate or director or partner or designated partner and any other Bidder, or any Associate thereof (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 of a Bidder or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, or Associate, as the case may be) in the other Bidder, its 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 2 (72) of the Companies Act, 2013. For the purposes of this Section, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- i. 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 (“**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

- ii. subject to sub-clause i. herein 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 (ii) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - (b) a constituent of such Bidder is also a constituent of another Bidder; or
 - (c) such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, loan or subordinated debt from any other Bidder, its member or Associate, or has provided any such subsidy, grant, loan or subordinated debt to any other Bidder or any Associate thereof; or
 - (d) such Bidder has the same legal representative for the purposes of this Bid as any other Bidder; or
 - (e) such Bidder or any Associate thereof has a relationship with another Bidder, or any Associate thereof, 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 Bid of either or each of the other Bidder; or
 - (f) such Bidder has participated as a consultant for the Client in the preparation of any documents, design or technical specifications of the Project.

For the purposes of this RFP:

"Associate" shall mean in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder. 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 51% (fifty-one 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 contract or otherwise.

- (iv) A Bidder shall be liable for disqualification and forfeiture of EMD if any legal, financial or technical adviser of the Client in relation to the Project is knowingly engaged by the Bidder in any manner for matters related to or incidental therewith to such Project during the Bidding Process.
- (v) The Bidder shall be fully responsible for keeping indemnified the Client from all legal implications and shall bear all legal expenses including any losses incurred by the Client, its officers, employees, agents, trustees and consultants including and arising out of or in relation to or as a result of any breach of the representations or warranties, or any of the covenants or obligations of the Bidder under this RFP or any of the terms and conditions of this RFP by the Bidder or any contractor/licensee or any employee or agent of the Bidder.

3.1.2. **Qualification.**

An indicative list of qualification requirements has been outlined in Appendix 5C to act as general guidance. Such should be read in conjunction and in addition to the requirements specified in this Section.

(i) **Qualification Capacity:**

- (a) Bidders must submit their Bid for the Project as a single entity.

- (b) Only the Bids qualifying the Qualification Bid will be considered for commercial evaluation.
- (c) PSCDCL may require written clarifications from the Bidders to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents (to be stated precisely as it should be in PSCDCL's interest).

- (d) **Similar Projects:** The Bidder should furnish the details of relevant project details of Similar Projects for the last seven (7) financial years immediately preceding the Bid Submission Date. Whereas, the Bidder must have completed *one* Similar Project costing an amount equal to but not less than 80% of the estimated cost of project as specified in the BOQ, if the critical component of the project is complete and the facility is opened to the public.

The above project details shall be submitted as supporting documents along with Appendix 11. Further, the Bidders shall attach a copy of the completion certificate/ necessary certificates/ authorities/ owner/ client certificate showing satisfactory work completion etc...

Similar Projects shall mean and include projects of Development & beautification works of open spaces, gardens, theme parks, playgrounds, community centers, clubhouses etc. with utility, electrical and lighting works and other services carried out by the Bidder during the preceding seven (7) years.

- (e) **Similar Services:** The Bidder should furnish the details of relevant project details of Similar Services for the last seven (7) financial years immediately preceding the Bid Submission Date. Whereas, the Bidder must have completed *one* Similar Project costing an amount equal to or more than INR 12 Lakhs.

The above project details shall be submitted as supporting documents along with Appendix 12. Further, the Bidders shall attach a copy of the completion certificate/ necessary certificates/authorities/ owner/ client certificate showing satisfactory work completion etc...

Similar Services shall mean and include works related to procurement, construction and comprehensive maintenance including housekeeping and other facilities management of landscape, and hardscape of placemaking or Similar Projects carried out by the Bidder during the preceding seven (7) years.

- (f) The Bidder must provide the necessary information relating to the Qualification Capacity as per the format provided in Appendix 11 and Appendix 12 with respect to Similar Projects and Similar Services respectively. Further, the Bidders are mandated to furnish the required Project-specific information and evidence in support of its claims of Qualification Capacity as per the format provided in Appendix 5B.

- (ii) **Financial Capacity:** *(Such should not be confused with Financial Bid, as financial capacity shall form an integral part of the Qualification Bid, the necessary supporting documents prescribed in Appendix 8, 9 and 10 shall be submitted together with all the necessary documents required to be submitted along with the Qualification Bid)*

- (a) The Bidder shall have an average annual financial turnover of equal to or more than INR1.5 Crores(One crore fifty lakhs) in the last 3 financial years (FY 2014-15, 2015-16, 2016-17) and provide details as per the format specified in Appendix 9 ("**Turnover Criteria**").

- (b) In case the annual accounts for the latest financial year are not audited and therefore the

Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such case, the Bidder shall provide the audited annual report for 3(three) years preceding the year for which the audited annual report is not being provided.

- (c) The Bidder shall have a minimum Net Worth of equal to or more than INR 59,50,000 (fifty nine lacs fifty thousand only) i.e.30% of the estimated project cost specified in the BOQ at the close of the preceding financial year (“**Net Worth**”), in the specific format as provided in Appendix 10. For the purpose of this RFP Net Worth shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

#	Evaluation Criteria	Evaluation Parameter	Reference Format in Appendix
PQ_1	Years of operation	The Bidder (The Lead Bidder in case of a Consortium) must be a registered company/contractor (as the case maybe) with either Pune Municipal Corporation/Pimpri Chinchwad Municipal Corporation /PWD/CPWD and should be operational at least 7 years prior to the Bid Submission Date.The Bidder should also provide a self-attested copy of license to work or registration with Pune Municipal Corporation/Pimpri Chinchwad Municipal corporation /PWD/CPWD for undertaking electrical and/or lighting works.	8
PQ_2	Financial Strength - Turnover	The Bidder should have an average turnover of INR 1.5 (One Crore fifty lakhs) for last 3 audited financial years (2014-15, 2015-16, 2016-17)	9
PQ_3	Financial Strength - Net worth	The Bidder should have a net worth of at least INR 59,50,000 (fifty nine lacs fifty thousand only) i.e. 30% of Estimated Cost as on the last date of latest audited financial year	10
PQ_4	Similar Projects	The Bidder must have completed 1 (one) Similar Project costing an amount equal to but not less than 80% of the estimated cost of project as specified in the BOQ. for the Similar Services of procurement and construction	11
PQ_5	Similar Services	The Bidder must have completed 1 (one) Similar Project costing worth at least INR 12 (Twelve) Lacs for the Similar Services of comprehensive maintenance	12

3.2. Brief Description of Bidding Process

- 3.2.1. The Client has adopted a single stage two-part system process (referred to as the “**Bidding Process**”) for selection of the Bidder for award of the Project. Under this Bidding Process, the bid shall be invited under two parts. The “**First Part**” (the “**Qualification Bid**”) of the Bidding Process involves evaluation of eligibility & qualification (the “**Qualification**”) of interested or prospective Bidders as per the criteria prescribed in the RFP, who makes an application in accordance with the provisions of this RFP. At the end of the First Part, the Client expects to announce shortlisted qualified Bidders, who shall be eligible for participation in the “**Second Part**” of the Bidding Process (the “**Financial Bid**”). In the Qualification Bid, the Bidders would be required to furnish all the information and documents necessary as specified in the RFP herein. The Client is likely to provide a comparatively short span of time to the qualified Bidders for submitting their respective Bids for the Second Part, i.e. Financial Bid. Consequently, in the Second Part, the shortlisted Bidders shall be called upon to submit their Financial Bid and other documents as mentioned in this RFP.
- 3.2.2. Interested Bidders are being called upon to submit their Bid in accordance with the terms specified in the RFP. The Bid shall be valid for a period of one hundred and twenty (120) days from the Bid Submission Date specified in the RFP. All Responsive Bids shall be called upon to make a presentation before the Bid Evaluation Committee with respect to their respective proposals as per the schedule detailed in Section 3.3.
- 3.2.3. The Bidder is required to submit, along with its Bid, an ‘Earnest Money Deposit’ of INR [1,98,350] (One lakh ninety eight thousand three hundred fifty) (1% of the estimate provided for in BOQ, Appendix 13) (“**Earnest Money Deposit**”, “**EMD**” or “**Bid Security**”), refundable not later than ninety (90) days from the Bid Submission Date, except in case of the Selected Bidder whose Bid Security shall be retained till it has provided Performance Bank Guarantee under the Agreement.
- 3.2.4. Bidders are advised to examine the Project in great detail and study the Project and RFP carefully as may be required before submitting their respective Bids in response to the RFP notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. This RFP is non-transferable.
- 3.2.5. The Bids will be evaluated for the Project on the basis of percentage rate (**B1 type**), as calculated below/above the estimate provided for in the BOQ in Appendix 13 below, required by the Bidder for implementing the Project (“**Bid Percentage**”). The total time allowed for completion of construction under the Agreement (the “**Construction Period**”) and the period during which the Selected Bidder shall be liable for maintenance and rectification of the any defect or deficiency during the Defect Liability Period shall be pre-determined and is specified in the draft Agreement forming part of the Bidding Documents.

In this RFP, the term “**Lowest Percentage Bidder**” shall mean the bidder which is quoting the lowest percentage (“**Bidder’s Estimate**”). It is clarified that a Bidder may quote a negative percentage and that a negative percentage is and shall be considered lower than a positive percentage quote.

The “**Bidder’s Estimate**” shall be calculated as per the following formula:

Client’s estimate as provided in Appendix 13 + (Bid Percentage) x Client’s estimate as provided in Appendix 13.

Eg. If the estimate for the project total is INR 1,00,000/- (Indian Rupees One Lac Only), and bidder '1' quotes "5%" while bidder '2' quotes "- 5 %", their respective quotes will be calculated (as per the above formula) as:

- Bidder '1': $1,00,000 + (5\%) \times 1,00,000 = 1,05,000$
- Bidder '2': $1,00,000 + (-5\%) \times 1,00,000 = 95,000$

Hence, bidder '2's having bid a lower percentage than bidder '1's bid, shall have the lower bid i.e. a bid of -5% is lower than a bid of 5%.

- 3.2.6. Generally, the Bidder whose Bid Percentage is the lowest i.e. the Lowest Percentage Bidder (B1) shall be selected. In case such Lowest Percentage Bidder withdraws or is not selected for whatsoever reason, the Client shall annul the Bidding Process and invite fresh Bids. In case, if two Bidders have quoted the same Bid Percentage, the Project will be awarded to the Bidder considering the earliest date of incorporation/registration, as the case may be, of the Bidder.
- 3.2.7. Other details of the process to be followed under this Bidding Process and the terms thereof are spelt out in this RFP.
- 3.2.8. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or in any manner the scope of services and obligations of the Contractor set forth in the Agreement or the Client's rights to amend, alter, change, supplement or clarify the scope of work, the Agreement to be awarded pursuant to this RFP or the terms thereof or herein contained.
- 3.2.9. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Client.

3.3. Schedule of Bidding Process

The Client shall endeavour to adhere to the following schedule:

No.	Event Description	Date
1.	Publication of Request for Proposal	20 th February
2.	Pre-Bid Conference Date	28 th Februaryat 3.00PM
3.	Last Date to send in Requests for Clarifications	27/02/2018 by 5.00 pm
4.	Last Date of Purchase	15/03/2018 by 2.30 pm
5.	Bid Submission Date	13/03/2018 by 2.30 pm, opening at 3.30pm
6.	Bid Validity Period	[120] days from Bid Submission Date
7.	Declaration of eligible/qualified bidders	To be notified
8.	Opening of Financial Bids	To be notified
9.	Letter of Award	To be notified
10.	Submission by Bidder	The Selected Bidder shall be required to conform to the following requirements: within fifteen (15) days of receipt of LOA: Submission of confirmation and acceptance of LOA. Submission of Performance Bank Guarantee.
11.	Signing of Procurement, Construction & Comprehensive Maintenance Agreement	Subject to compliance of the above and other terms of RFP, the Procurement, Construction & Comprehensive Maintenance Agreement shall be signed within fifteen (15) days of receipt by Selected Bidder of proforma for the Procurement, Construction & Comprehensive Maintenance Agreement.

3.4. General Terms of Bidding

- 3.4.1. A Bidder is eligible to submit only one Bid. In case the aforesaid is not conformed to, the Client shall reject all the Bids of which the defaulting Bidder is a party.
- 3.4.2. (Deleted)
- 3.4.3. Notwithstanding anything to the contrary contained in this RFP, the detailed terms of the Agreement shall have overriding effect and shall prevail over the terms of this RFP to the extent of any repugnancy between them; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Agreement.
- 3.4.4. The Bid shall be furnished in the format exactly as per Appendices - 11 and 12 i.e. Qualification Bid and Financial Bid as per Appendix 8, 9 and 10. Bid Percentage shall be indicated clearly in both figures and words, in prescribed format of Financial Bid and it will be signed by the Bidder's authorised signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 3.4.5. Any entity which has been barred by the Central / State Government, local authority, statutory body, or any entity controlled by it ("**Public Entity**"), from participating in any project (EPC, BOT, PPP or O&M), and the bar subsists as on the date of bidding, would not be eligible to submit the Bid. A Bidder should in the last 3 (three) years, have neither failed to perform any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder nor been expelled from any project or contract by any Public Entity nor have had any contract terminated by any public entity for breach by such Bidder.
- 3.4.6. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection on account of being a non-responsive Bid.
- 3.4.7. The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Client and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Section shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Client will not return to Bidders any Bid or any document, annexure, exhibit attached therein, or any information provided along therewith.
- 3.4.8. Any award of the Project pursuant to this RFP shall be subject to the terms of the Bidding Documents and also fulfilling the criterion as mentioned *inter alia* in Section 3.1.2 and 3.2.

3.5. Proprietary Data

- 3.5.1. All documents and other information supplied by the Client or submitted by a Bidder to the Client shall remain or become the property of the Client. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Client will not return any Bid or any information provided along therewith. The Client, in its sole discretion, may scan, print, copy, circulate the Bid, and the documents attached thereto, for the purposes of evaluating bids and other activities.

3.6. Due Diligence by Bidders

- 3.6.1. Bidders are encouraged to inform themselves fully about the Project and the Project Sites, by visiting the Project Sites, sending written queries (if any) to the Client.
- 3.6.2. The Bidders are also advised to study all instructions, forms, terms, requirements and other information in the Bidding Documents carefully.
- 3.6.3. The response to this RFP should be full and complete in all respects. Failure to furnish any information required by the RFP or submission of a Bid not substantially Responsive to the RFP in any respect will be at the bidder's risk entirely and may result in rejection of its Bid. For Bidders, which are Consortiums, the Lead Bidder of the Consortium shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose credentials and experience was taken into consideration for the purposes of evaluating the Qualification Bid under and in accordance with the RFP. The Bidder shall be deemed to have knowledge of the same and shall be required to inform the Client forthwith along with all relevant particulars about the same and the Client may, in its sole discretion, disqualify the Bidder or withdraw the Letter of Award ("**LOA**") from the Bidder that is selected ("**Selected Bidder**"), as the case may be. In the event, such change in control occurs after signing of the Agreement it would, notwithstanding anything to the contrary contained in the Agreement, be deemed to be a breach of the Agreement, and the same shall be liable to be terminated without the Client being liable in any manner whatsoever to the Bidder. In such an event, notwithstanding anything to the contrary contained in the Agreement, the Client shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Client under the RFP and/ or the Agreement or otherwise.
- 3.6.4. Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the Project Site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to Site, handling and storage of materials, weather data, Applicable Laws and regulations, and any other matter considered relevant by them. The Bidders are advised to visit the Project Site and familiarise themselves of the Project with the stipulated time of submission of the Bid. No extension of time is likely to be considered for submission of Bids.
- 3.6.5. It shall be deemed that by submitting the Bid, the Bidder has:
 - a) visited the Project Site and has ascertained the Project Site conditions, locations, climate, availability of infrastructure and is well aware of Applicable Laws and regulations of the State;
 - b) made a complete and careful examination of the Bidding Documents;
 - c) received all relevant information requested from the Client;
 - d) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Client;
 - e) satisfied itself about all matters, things and information including matters referred to in this Section as may be necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;

- f) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in this Section 3.6 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 Client, or a ground for termination of the Agreement;
- g) acknowledged that it does not have a Conflict of Interest;
- h) agreed to be bound by the undertakings provided by it under and in terms hereof; and
- i) made its own independent due diligence as provided in Section 3.6 and satisfied itself on the viability of the Project.

3.6.6. The Client shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the Bidding Document or the Bidding Process, including any error or mistake therein or in any information or data given by the Client.

3.7. Bid and other Costs

3.7.1. The Bidders shall be responsible for all costs associated with the preparation of their Bids and their participation in the Bid, including but not limited to, costs incurred to conduct informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of the Bid, in providing any additional information required by the Client to facilitate the evaluation process and in finalising a definitive Agreement or all such activities related to the Bidding Process. The Client will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding Process.

3.7.2. The Bidding Documents does not commit the Client to execute the Agreement or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of the Client and may be returned at its sole discretion.

3.8. Verification and Disqualification

3.8.1. The Client reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Client, make available all such information, evidence and documents as may be necessary for such verification. Any such verification, or lack of such verification, by the Client shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Client thereunder.

3.8.2. The Client reserves the right to reject any Bid and forfeit the EMD, Performance Bank Guarantee if:

- a) at any time, a material misrepresentation is made or uncovered; or
- b) the Bidder does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the Bids have been opened and the Selected Bidder gets disqualified/ rejected, then the Client reserves the right to:
 - i. invite the remaining Bidders to submit Bids; or
 - ii. take any such measure as may be deemed fit in the sole discretion of the Client, including annulment of the Bidding Process.

3.8.3. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the Contract Period thereby granted by the Client, that one or more of the qualification conditions have not been met by the Selected Bidder or the Selected Bidder has made material misrepresentation or has given any materially incorrect or false information, the Selected Bidder shall be disqualified forthwith, if not yet appointed as the Contractor either by issue of the LOA or entering into the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Client to the Selected Bidder, without the Client being liable in any manner whatsoever to the Selected Bidder or Contractor, as the case may be. In such an event, the Client shall forfeit the EMD or Performance Bank Guarantee, as the case may be, as compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, without prejudice to any other right or remedy that may be available to the Client.

3.9. Clarifications in the RFP/Tender

3.9.1. Bidders requiring any clarification on the RFP may notify the Client in writing or email in accordance with the RFP. The Bidders should send in their queries before the date specified in the schedule of Bidding Process. The Client shall endeavour to respond to the queries within a reasonable timeframe, at the very least within a week from submission of the query. The responses will be posted on the websites mentioned in the Bidding Document.

3.9.2. The Client shall endeavour to effectively respond to the questions raised or clarifications sought by the Bidders. However, the Client reserves its right to not respond to any question or provide any clarification, in its sole discretion, and nothing in this Section shall be taken or read as compelling or requiring the Client to respond to any question or to provide any clarification. The Client shall not take any responsibility for any postal or any other delay in response.

3.9.3. The Client may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders by issuing a corrigendum or by any other nomenclature. All clarifications and interpretations issued by the Client shall be deemed to be part of the RFP. Verbal clarifications and information given by the Client or its employees or representatives shall not in any way or manner be binding on the Client.

3.10. Amendment of RFP

3.10.1. At any time prior to the deadline for submission of RFP, the Client may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of an addendum.

3.10.2. Any addendum thus issued will be sent in writing to all those who have obtained the RFP and also posted on <https://pmctenders.abcprocure.com>. Such addendum or corrigendum shall be an integral part of the RFP.

3.10.3. In order to afford the Bidders a reasonable time for taking an addendum into account, or for any other reason, the Client may, at its own discretion, extend the Bid Submission Date, if it may deem fit as per its sole discretion.

3.11. Bid Security

3.11.1. Earnest Money Deposit

- (i) The Bidders at the Qualification Stage shall submit, along with their Bids the Earnest Money Deposit (1% of the estimate provided for in BOQ, Appendix 13) amounting to INR 1,98,350 (Indian Rupees One Lakh ninety eight Thousand three hundred fifty) in favour of Chief Executive Officer, Pune Smart City Development Corporation Limited by way of demand draft from an Approved Bank except co-operative banks, payable at Pune. The EMD shall be in the form of a Demand Draft valid for ninety (90) days from the Bid Submission Date.
- (ii) In case a Bid is submitted without EMD as mentioned above then the Client reserves the right to reject the Bid without providing opportunity for any further correspondence to the concerned Bidder.
- (iii) Unsuccessful Bidder's EMD will be discharged/ returned as promptly as possible, but not later than ninety (90) days after signing of the Agreement with the Selected Bidder. In case of the Selected Bidder, the Client shall forthwith return the EMD back to the Contractor when it has provided the Performance Bank Guarantee as under the Agreement.
- (iv) The EMD may be forfeited as per the provisions provided in this RFP and more specifically elucidated herein under:
 - (a) If a Bidder withdraws their Bid or decreases their quoted Bid Percentage during the contract period of bid validity or its extended period, as the case may be; or
 - (b) In the case of a Selected Bidder, if the Selected Bidder fails to sign the Agreement or to furnish the Performance Bank Guarantee within specified time; or
 - (c) During the Bidding Process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization; or
 - (d) During the Bidding Process, if any information found wrong / manipulated / hidden in the Bid.
- (v) The decision of the Client regarding forfeiture of the EMD and rejection of bid shall be final and shall not be called upon question under any circumstances.

3.11.2. Performance Bank Guarantee

- i. The Selected Bidder shall at its own expense, deposit with the Client, within thirty (30) days of the notification of award (done through issuance of LOA), an unconditional and irrevocable performance bank guarantee ("**Performance Bank Guarantee**") from a list of Approved Banks as per the format given in this Bidding Documents, payable on demand, for the due performance and fulfilment of the Agreement by the Selected Bidder.
- ii. This Performance Bank Guarantee will be for an amount equivalent to [10] % (ten per cent) of the Bidder's Estimate. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the Selected Bidder. The Performance Bank Guarantee letter format can be found in the

Performance Bank Guarantee of this RFP. In case the Bank Guarantee is issued by a foreign bank located outside India, conformation of the same by any Approved Bank is required.

- iii. The Performance Bank Guarantee may be discharged/ returned by department upon being satisfied that there has been due performance of the obligations of the Selected Bidder under the Agreement. However, no interest shall be payable on the Performance Bank Guarantee.

3.12. Preparation and Submission of Bids (Format of Submission of Bids)

3.12.1. Documents comprising the Qualification Bid in the First Part and Financial Bid in the Second Part is specified in the 'List of Documents' to be submitted along with Financial Bid as specified in Appendix 3.

3.12.2. Bidders shall provide all the information sought under this RFP and submit their Bids in the formats specified in this RFP. The Qualification Bid will be submitted online in the First Part and the Financial Bid and Financial Bid Declaration will be submitted online in the format specified in the RFP herein. The Bids shall be submitted as follows:

- a) The submission of the Bid shall be through the e-procurement portal of PMC. The detailed information regarding the submission can be obtained from the e-procurement portal: <https://pmctenders.abcprocure.com>. Bidders are requested to register themselves with the e-procurement portal of PMC and familiarize themselves with the steps of the e-procurement process to ensure all processes are completed before submission of Bids. For any queries related to the e-procurement process please contact the tender cell of PMC on the following telephone number: +91-20-25501137.
- b) Digital Signature is a prerequisite for online submission. The Client will not be responsible for any delay or technical issues faced by the Bidder/s in uploading their online tenders. The Bidders are advised to submit their Bids adequately in advance to avoid the delays due to such instances.
- c) For any further information regarding digital signature may be obtained from the department of Tender Cell, Pune Municipal Corporation, Pune. (Tel: +91-20-25501137)

Office of the Assistant Engineer,
Tender Cell, Pune Municipal Corporation,
Shivaji Nagar, Pune 411 005, (Maharashtra), India

- d) The Bidder shall digitally upload a copy of the RFP, along with any amendments, duly signed with digital signature of its authorized signatory. Furthermore, whilst submitting the application for Qualification at the First Part, the digital copy of the following documents shall be uploaded:
- i. Appendix 3: List of Documents to be submitted along with the Qualification Bid;
 - ii. Annexure A: Letter for the Qualification Bid;
 - iii. Annexure B: Letter of Undertaking;
 - iv. Annexure C: Letter of Conformation/ Transmittal;
 - v. Appendix 8: PQ_1 Years of operation;
 - vi. Appendix 9: PQ_2 Financial Strength – Turnover;
 - vii. Appendix 10: PQ_3 Financial Strength – Net worth;
 - viii. Appendix 11: PQ_4 Relevant Experience – Similar Projects;
 - ix. Appendix 12: PQ_5 Relevant Experience – Similar Services;
 - x. Appendix 14: Details of any past or pending litigation or arbitration proceedings, references, claims or demands, as the case may be;
 - xi. Appendix 15: Integrity Pact.

(All the above documents should be signed, and stamped by the Bidder and duly notarised/ apostilled (in case of foreign bidder) in the jurisdiction of the Bidder.)

Further, the Bidder shall submit along with their application, the EMD amount and Tender Fee.

- e) The Financial Bid to be submitted in electronic format on the website <https://pmctenders.abcprocure.com/pmctenders/EProc.jsp>. The Bidder shall submit a Power of Attorney as per the format provided in **Annexure 5A** authorizing the signatory of the Bid to commit the Bidder and in case the Bidder is a Consortium, then Power of Attorney as per the format provided in **Annexure 5B**, authorizing the Lead Member to sign the Bid on behalf of the Consortium. Furthermore, whilst submitting the application for the Second Part, the digital copy of the following documents shall be uploaded:
- i. Appendix 4: Format of Financial Bid;
 - ii. Appendix 5: Financial Proposal Declaration;
 - iii. Appendix 5A: Power of Attorney for Signing the Bid;

- iv. Appendix 5B: Power of Attorney for Signing the Bid (In case of Consortium)
- v. Appendix 5C: Joint Bidding Agreement (In case of Consortium)
- vi. Appendix 6: Performance Bank Guarantee.

(All the above documents should be signed, and stamped by the Bidder and duly notarised/ apostilled in the jurisdiction of the Bidder.)

- f) Bidders should note the Bid Submission Date for submission of Bidding Documents. Except as specifically provided in this RFP, no supplementary material will be entertained by the Client, and that evaluation will be carried out only on the basis of Bidding Documents submitted by the closing time of Bid Submission Date. The Client, at its sole discretion, may request the Bidders to provide additional material information or documents subsequent to the Bid Submission Date and any unsolicited material if submitted will be summarily rejected accordingly.
- g) The Bidding documents shall be submitted online and digitally signed by the authorized signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Bidding Documents shall be digitally signed by the person(s) signing the Bidding Documents. The Bidding Documents must be digitally signed by the authorized signatory (the “**Authorized Signatory**”) as detailed below:
 - i. by the proprietor, in case of a proprietary firm; or
 - ii. by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - iii. by the authorized representative of the Lead Member, in case of Consortium; or
 - iv. by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a Private Limited Company.
- h) The Bids of only those Bidders shall be considered for evaluation who have made online payment of INR [6079] (Indian Rupees Six thousand Seventy Nine) as non-refundable Tender Fee in addition to the EMD prescribed in this RFP, without which Bids will not be accepted. The EMD shall be paid online.
- i) The Bidder shall provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five (5) years. A history of award(s) against the Bidder will result in summary rejection of the Bid. Suppression of any information or material in this regard would be construed as a fundamental breach and the Client reserves its right to take appropriate action including rejection/disqualification of the Bid, forfeiture of EMD and Tender Fee and Performance Bank Guarantee etc. as may be deemed fit and proper by the Client at any time without requiring to give any notice to the Bidder in this regard.
- j) Bidders shall provide such evidence of their continued eligibility criteria fulfilment in terms hereof to the Client as the Client shall reasonably request.

- k) While participation is open to persons from any country outside India, the following provisions shall apply:
- i. Where, on the date of bidding, not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder is held by persons resident outside India or where a Bidder is controlled by person's resident outside India; or
 - ii. if at any subsequent stage after the date of the Bid submission, there is an acquisition of not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital or control, by person's resident outside India, in or of the Bidder.

Then the qualification of such Bidder or in the event described in sub-clause (ii) above, the continued qualification of the Bidder shall be subject to approval of the Client. The decision of the Client in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert. In determining such holding or acquisition, the Client shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Client of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

3.13. Bid Submission Date

- 3.13.1. Bids must be received by the Client at the web portal mentioned in the RFP on or before 16th March, 2018 by 2.30 pm (Indian Standard Time) ("**Bid Submission Date**").
- 3.13.2. The Client may, at his discretion, extend the Bid Submission Date by issuing an addendum in respect thereof.
- 3.13.3. In the event of Bid Submission Date being declared a holiday for the Client, the deadline for submission of Bid shall be the next working day.

3.14. Late Bids

Any Bid received by the Client after the Bid Submission Date will be summarily rejected by the Client.

3.15. Withdrawal of Bids

3.15.1. The Bidder may withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Client prior to the Bid Submission Date. No Bid shall be withdrawn by the Bidder on or after the Bid Submission Date.

3.15.2. Notwithstanding anything contained in this RFP, the Client reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, at any time prior to issuance of Letter of Award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Client's action.

3.16. Pre-Bid Conference

3.16.1. Pre-Bid conference of the Bidders shall be convened at the designated date, time and place as specified in the preceding section 3.3. A maximum of two representatives of the prospective Bidders shall be allowed to participate on production of an authority letter from the respective Bidders.

3.16.2. During the course of the pre-Bid conference, the Bidder will be free to seek clarifications and make suggestions for consideration of the Client. The Client shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

3.17. Evaluation Process and Determination of Responsiveness

3.17.1. The Bids received by the Client will be scrutinized and evaluated to establish the Bid's responsiveness ("**Responsive**"). A Bid may be deemed non-responsive ("**Non-Responsive**") if:

- a) It is not received by the Bid Submission Date in the formats and the manner as prescribed in this RFP;
- b) It does not include sufficient information for it to be evaluated and / or it is not in the formats specified which materially affect the evaluation process; and
- c) It is not signed and / or sealed in the manner and to the extent indicated in this RFP.

The Client reserves the right to reject any Bid which is Non-Responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Client in respect of such Bid. The Bidder's Bid must be complete in all respects, conform to all the requirements, terms and conditions and specifications as stipulated in the Bidding Document.

3.17.2. The Client shall appoint a Bid Evaluation Committee ("**Bid Evaluation Committee**" or "**BEC**") to scrutinize and evaluate the Qualification Bids and Financial Bids received.

3.17.3. There should be strictly no mentioning of the Bid Percentage in any part of the Bid other than the Financial Bid.

3.18. Opening of the Qualification Bid (First Part)

3.18.1. The Client will open the Qualification Bids received, in public and announce the names of Bidders, in the presence of the nodal officer and the Bidders or their representatives who choose to attend on the date and time mentioned in the RFP. In the event of specified date of Bid opening being declared as a holiday for the Client, the Bid will be opened at the appointed time and location on the next working day. All Bids should meet the Qualification requirements as stipulated in Appendix 5D. Moreover, only Bids which qualify the criteria stipulated in the Qualification requirements shall be considered and allowed to proceed towards the Second Part i.e. for the Financial Bid of the Bidding process. Furthermore, all Bids should be accompanied by the list of documents to be sent along with the Qualification Bid as specified in Appendix 3, and with all other documents which have been specified under this RFP in all aspects, required for the Qualification Bid.

3.18.2. Only Bids that are opened and read out at the Bid opening and are accompanied with the EMD shall be considered further for the Bidding Process.

3.18.3. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Client may, in its sole discretion, exclude the relevant information for consideration of eligibility and qualification of the Bidder.

3.18.4. All the Bids shall be opened one at a time, reading out: The name of the Bidder and whether there is a modification; the presence of Earnest Money Deposit; and any other details as the Client may consider appropriate.

3.18.5. The Client shall prepare a record of the proposal opening that shall include, at a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; and the presence or absence of Earnest Money Deposit. The Bidders' representatives who are present shall be requested to sign the attendance sheet.

3.19. Evaluation of Qualification Bid

3.19.1. Prior to evaluation of Financial Bids, the Client shall determine whether the Earnest Money Deposit furnished along with the Bid conforms to the amount and validity period as specified in this RFP. If non-confirming, then the Bid shall be rejected forthwith by the Client on account of being Non-Responsive.

- 3.19.2. To determine whether the Bids are Responsive or not, all Bids must be in confirmation with the Qualification requirements being annexed with all documents as specified in Section 3.13 herein above. Further, such Bids need to be accompanied by the EMD amount and the receipt of payment of the Tender Fees. The Client may require written clarifications from the Bidders to clarify any ambiguities and uncertainties arising out of the evaluation of the Bidding Documents (to be stated precisely as it should be in the Client's interest).
- 3.19.3. Only the Bids qualifying the evaluation of Qualification Bid will be considered for evaluation of Financial Bid.

3.20. Opening of Financial Bid (Second Part)

- 3.20.1. The Financial Bid shall not be opened by the Client until the evaluation of the Qualification Bid has been completed.
- 3.20.2. The Client will open the Financial Bid of only pre-qualified Bidders as per Section 3.19, in the presence of the nodal officer / designated representatives of the Bidder who choose to attend, at the time, date and place, as decided and communicated by the Client.
- 3.20.3. Financial Bid from Bidders who have failed to qualify in evaluation of the Qualification Bids will not be opened. Only Bids that are opened and read out at in accordance with Section 3.19 shall be considered further.
- 3.20.4. Consequently, whilst opening of the Financial Bids, the Client shall read out the names of the Bidders. Furthermore, the Client shall also read out the Bid Percentage quoted in each respective Financial Bids, the Client shall also read out if there are any modifications in the Bids.
- 3.20.5. The Client shall prepare a record of the Bid opening that shall include, at minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Percentage, and any other details as the Client may consider appropriate. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders.

3.21. Evaluation of Financial Bid

- 3.21.1. The Financial Bid will be evaluated by the Client for completeness and accuracy, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfil the obligations as required under the Project within the total quoted Bidder's Estimate, shall be that of the Bidder.
- 3.21.2. The Client will typically award the works to the Selected Bidder based on the evaluation of Financial Bid.
- 3.21.3. The Bidder passing the Qualification Bid, and meeting all the necessary documentations required by the Qualification Bid and the Financial Bid prescribed in the foregoing Sections 3.19 and 3.21 respectively together with having the lowest Bid Percentage will be identified as the Selected Bidder for the Project.
- 3.21.4. The Client may, at its sole discretion, choose to accept the Bid of the Selected Bidder or invite the Selected Bidder for further negotiations or reject any offer.

3.21.5. If the Bid Percentage is more than 15 % above or less than 15 % below of the estimate provided for in the BOQ, Appendix 13, then rate analysis of each item (separately) shall be submitted by the bidder within 2 days after opening of the Financial Bid. An additional bank guarantee from an approved bank for [5] % ([5%] percentage) of the estimated tender cost of the difference from the estimate provided in the BOQ below shall be submitted by the bidder for a period up to the end of construction period within 2 days of opening of Financial BID failing which, its EMD shall be forfeited.

3.22. Selection of Bidder

3.22.1. After identification of the Selected Bidder, the Client shall, if choosing to proceed with the Bidding Process, notify the Selected Bidder through an LOA that its Bid for the Project has been accepted.

3.22.2. The Selected Bidder shall within fifteen (15) days of the receipt of the LOA confirm and accept the LOA together with documentary evidence and supporting information for all self-attested documents submitted for the Qualification Bid and the Financial Bid as prescribed in the aforementioned Sections. In the event of the Selected Bidder not providing the information by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, appropriate and encash the EMD of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Client on account of failure of the Selected Bidder to provide the required information.

3.22.3. After the Client confirms the receipt of the duplicate, signed and accepted copy of the LOA from the Selected Bidder and verifies and confirms the supporting documents received from the Selected Bidder, the Client will within 30 (thirty) days from date of issuance of LOA send the Selected Bidder the proforma for the Agreement. Within fifteen (15) days of receipt of the Agreement format, the Selected Bidder shall sign and date the Agreement and return it to the Client.

3.22.4. By or before thirty (30) days from the date of issuance of the LOA, the Selected Bidder shall deposit the Performance Bank Guarantee to the Client as specified in the preceding Section 3.11.2, physically to the address of the Client as ascribed in the following Section 3.28

3.22.5. Upon the Selected Bidder's executing the Agreement with the Client, it will promptly notify each unsuccessful Bidder and return their respective EMDs within one hundred and fifty (150) days.

3.23. Correction of Errors

3.23.1. Financial Bids determined to be Responsive will be checked by the Client for any arithmetical errors. Arithmetical errors will be rectified, where there is a discrepancy between the lowest Bid Percentage quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy.

3.23.2. The figure stated in the Financial Bid will be adjusted by the Client in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected, and his EMD shall be liable for forfeiture.

3.24. Currencies of Bid Payment

3.24.1. All payments by the Contractor to the Client shall be made in Indian Rupees ("INR") in accordance with the provisions of this RFP and the Agreement. Both the Parties may convert INR into any foreign currency as per applicable laws and the exchange risk, if any, shall be borne by Contractor.

3.24.2. The Bidder shall quote the figure in its Financial Bid in both figures and words, in percentage (%) only.

3.25. Clarification sought by the Client from Bidders

3.25.1. To assist in the examination, evaluation and comparison of Bids, the Client may, at its discretion, seek clarifications in writing from any Bidder regarding its Bid, ask any Bidder for authenticating the correctness of the information/details furnished by him in his Bid. Provided, that no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the Client in the evaluation of the Bids.

3.25.2. Subject to the above, no Bidders shall contact the Client on any matter relating to his Bid from the time of Bid opening to the time the contract is awarded.

3.25.3. Any effort by the Bidder to influence the Client regarding the Client's Bid evaluation, Bid comparison or contract award decisions may result in the outright rejection of its Bid.

3.26. Process to be Confidential

3.26.1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Client in relation to, or matters arising out of, or concerning the Bidding Process. The Client will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Client may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Client or as may be required by law or in connection with any legal process.

3.27. Contact during Evaluation

3.27.1. Bids shall be deemed to be under consideration immediately after their opening and until such time as the Client makes an official intimation of the award. During this period of evaluation all the Bidders are strictly advised to refrain from contacting by any means whether directly or indirectly or through any representative, the Client or any of its directors, members, employees, staff and/or any person who may be related to PSCDCL, on matters related to the Bids under consideration.

3.28. Correspondence with the Bidder

3.28.1. All communications, including Bidding Documents should be addressed to: " Chief Executive Officer, Pune Smart City Development Corporation Limited, A-204 ICC Trade Tower Senapati Bapat road, Model colony, Shivajinagar, Pune-411016 " and uploaded on the website mentioned in this RFP and in addition can be emailed to info@punsmartcity.in.

3.28.2. All communications should contain the following information: Tender No. RFP PSCDCL / Placemaking / 05 /2018- Selection of Contractor for Procurement, Construction and Comprehensive Maintenance of Theme Based Placemaking Sites in Pune City under Smart City Project.

3.29. Language

3.29.1. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

3.30. Price Variation

3.30.1. If during the Construction Period, there shall be any variation in the Consumer Price Index (New Series) for Industrial workers for Pune centre as per the labours Gazette published by the Commissioner of Labour, Government of Maharashtra and /or in the wholesale Price Index for all commodities prepared by the Office of Economic Adviser, Ministry of Industry, Government of India, as compared to the respective figure on the Bid Submission Date and / or in the price of petrol / oil and lubricants, and major construction materials like bitumen, cement, steel various types of metal pipes etc., then payment to the Contractor shall be adjusted as per contract.

3.30.2. This price variation section shall not be payable for the extra items required to be executed during the completion of the required work and also on the excess quantities payable under the provisions of the contract respectively.

SECTION 4. Fraud and Corrupt Practices

- 4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA as and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Client may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice in the Bidding Process. In such an event, the Client shall be entitled to forfeit and appropriate the EMD or Performance Bank Guarantee, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Client under the Bidding Documents and/ or the Agreement or otherwise.
- 4.2. Blacklisting - Without prejudice to the rights of the Client under Section 4.1 hereinabove and the rights and remedies which the Client may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor as the case may be, is found by the Client 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 Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or RFP issued by the Client during a period of 3 (three) years from the date such Bidder or Contractor as the case may be, is found by the Client to have directly or indirectly or through an agent, engaged or indulged in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practices, as the case may be.
- 4.3. For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**Corrupt Practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising there from, 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 Client, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding 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 adviser of the Client in relation to any matter concerning the Project;
- (b) “**Fraudulent Practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “**Coercive Practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

- (d) **“Undesirable Practice”** means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“Restrictive Practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process or abstaining itself or any person from bidding as would have the effect of eliminating competition or a competitor.

SECTION 5. Miscellaneous Provisions

- 5.1. Governing Law and Jurisdiction of the Court:** The Bidding Process shall be governed by, and construed in accordance with, the laws of India. The Courts at Pune, Maharashtra shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process and Bidding Documents.
- 5.2.** The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/ or evidence submitted to the Client by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 5.3.** It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by Applicable Laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 5.4.** The Client shall have the right, to have any person removed who is considered unacceptable due to the reasons of security, efficiency, etc.
- 5.5. Indemnity:** The Bidders shall save, defend, indemnify, release and hold the Client harmless from and against any and all loss, damage, injury, liability, demands and claims for injury to or death of any person (including an employee of the Bidders or the Client) or for loss of or damage to property (including the Contractor's or the Client's property), in each case, whether directly or indirectly, in contravention of the terms and permissible activities as specified in this RFP or the Agreement. This indemnity shall apply whether or not the Client was or is claimed to be passively, concurrently, or actively negligent, and regardless of whether liability without fault is imposed or sought to be imposed on the Client. Such indemnity shall not apply to the extent that it is void or otherwise unenforceable under Applicable Law in effect on or validly retroactive to the date of this RFP or Agreement and, shall not apply where such loss, damage, injury, liability, death or claim is the result of the sole negligence or wilful misconduct of the Client.
- 5.6. Applicable Law(s):** The Bidder has to follow all the applicable statutes, laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any government or court or other law, rule or regulation approval from the relevant governmental Client, government resolution directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India as amended from time to time ("**Applicable Law**" or "**Law**") while providing these services.

5.7. Survival: Termination shall

- (a) not relieve the Bidders or the Client, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and
- (b) except as otherwise provided in any provision of this RFP expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

All obligations surviving Termination shall only survive for a period of 3 (three) years following the date of such Termination.

5.8. Amendments: This RFP and Schedules and Bidding Documents together with any corrigendum and addendums constitute a complete and exclusive understanding of the terms of the RFP between the Client and the Bidders on the subject hereof any amendment or addendum or modification or corrigendum hereto, released by the Client by any nomenclature of shall be valid and effective, on all the Bidders hereto.

5.9. Documents and Information: The documents including this RFP document and all attached documents, provided by the Client are and shall remain or become the property of the Client and are transmitted to the Bidder solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidder, and the Client will not return to the Bidder any Bid, document or any information provided along therewith.

5.10. Entire Agreement: This RFP along with its Annexures and the Schedules together constitute a complete and exclusive statement of the terms of the RFP between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this RFP are abrogated and withdrawn.

5.11. Severability: If for any reason whatsoever any provision of this RFP is or becomes invalid, illegal, or unenforceable, or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal, or unenforceable, then the validity, legality, or enforceability of the remaining provisions shall not be affected in any manner. Moreover, the unenforceable provisions shall be severed and the remainder of the provisions of this RFP shall continue in full force and effect as if this RFP had been executed without the invalid, illegal or unenforceable provisions.

5.12. No Partnership: This RFP shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or Client to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

5.13. Third Parties: This RFP is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this RFP shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this RFP.

5.14. Assignments: The Bidders comprehend that this RFP/Bid is non-assignable, nor the rights, benefits, and obligations hereunder save and except with prior written permission of the Client can be assigned, transferred or allocated to a third party. The Bidders shall not create or permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under the Bid Documents.

5.15. Notices: Unless otherwise stated, notices to be given under this RFP including *inter alia* a notice of waiver of any term, breach of any term of this RFP, and termination of this Agreement, shall be in writing, and shall be given by hand delivery, recognised international courier, registered post, email, telex or facsimile transmission and delivered or transmitted to the Client and Bidders at their respective addresses, if the Notice is sent to the Client then it shall be sent to the following address set forth below:

If to the Client, at:

The Chief Executive Officer,
PUNE Smart City Development Corporation Limited ("PSCDCL"),
A Wing, 204 ICC Trade Tower, Senapati Bapat Road,
Model Colony Shivajinagar Pune 411016(Maharashtra), INDIA

Or such address, telex number, or facsimile number as may be duly notified by the Client and shall be deemed to have been made or delivered (i) in the case of any communication made by letter, when delivered by hand, by recognised international courier or by mail (registered, return receipt requested) at that address and (ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

5.16. Language: All notices required to be given under this Tender and all communications, documentation, and proceedings which are in any way relevant to this Tender shall be in writing and in English language.

5.17. Confidentiality: The Parties shall treat the details of this Tender as private and confidential, except to the extent necessary to carry out obligations under it or to comply with Applicable Laws. The Bidders shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the written permission of the Client.

5.18 Waiver: Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this RFP:

- (a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this RFP;
- (b) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party;
- (c) shall not affect the validity or enforceability of this RFP in any manner;
- (d) neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions, and provisions of this RFP or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions, or provisions of this RFP.

5.19 Intellectual Property rights: The Bidding Documents and other design documents made by (or on behalf of) the Client shall not, without the Client's consent, be used, copied or communicated to a third

party by (or on behalf of) the Client for purposes other than those permitted under this RFP. As between the Parties, the Client shall retain the copyright and other intellectual property rights in the Bidding and other documents made by (or on behalf of) the Client. The Bidders may, at its cost, copy, use and obtain communication of these documents for the purposes of this Bid. They shall not, without the Client's consent, be copied, used or communicated to a third party by the Bidders, except as necessary for the purposes of the Bid.

SECTION 6. Termination

- 6.1.** The terms and conditions provided in this RFP shall be effective from the date hereof, and shall continue to remain in full force and effect until the date of signing of the Agreement, in case the Tender is awarded to the Selected Bidder. However, in case the Selected Bidder is not selected for award of the Project, this Tender will stand terminated upon intimation by the Client, that it has terminated the Tender. Refund of the Earnest Money Deposit submitted by the Bidders will be made in accordance to Section 3.11 *mutatis mutandis*, for the unselected/ unsuccessful Bidders, and or in case the Client cancels or terminates the Tender.

SECTION 7. Dispute Resolution

- 7.1.** Any disputes and or difference relating to this Bid or claims arising out of or relating to this Bid or breach, termination or the invalidity thereof or on any issue whether arising during the progress of the services or after the completion or abandonment thereof or any matter directly or indirectly connected with this Bid will be resolved through joint discussion of the authorized representatives of both the parties (the Client and the Bidder/Selected Bidder/Contractor as applicable). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to an arbitral tribunal comprising of three arbitrators, one arbitrator to be nominated by the Client and the other one to be nominated by the Bidder/Selected Bidder/Contractor as applicable, and the third arbitrator shall be appointed by the two arbitrators so nominated. The third arbitrator shall act as the presiding arbitrator.
- 7.2.** All costs of the arbitration shall be borne by each party to the proceedings proportionately. However, all expenses incurred by each party in connection with the preparation, presentation of their respective proceedings and their own legal expenses including costs of their respective lawyer and/or solicitor, shall be borne by each party itself respectively. The award of the arbitral tribunal shall be final and binding on all the parties to the proceedings. The cost of arbitration shall be borne by the respective parties equally. The seat of arbitration shall be Pune, Maharashtra, and the language of the arbitration shall be English. The parties agree that the arbitrators shall not have the right of lien on any arbitral award passed by the arbitral tribunal under any circumstances.
- 7.3. Rules governing arbitration proceedings:** The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996, as enacted in India, and as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings, subject to any interim relief granted by the arbitral tribunal or any court of competent jurisdiction, each party shall continue to perform any obligations and make due payments to the other party in accordance with the RFP and the Agreement.
- 7.4.** In the event that there is any discrepancy between the rules, by-laws or policies of the aforementioned arbitration institution, the arbitration institution's rule, by-law or policy, as the case may be, will prevail.

SECTION 8. Liquidated Damages

- 8.1.** In case of failure to comply with the schedule for the Project as stated in this RFP and Agreement, for the reasons solely attributable to the Contractor, the amount of liquidated damages (“**Liquidated Damages**”) shall be equal to 0.1% (zero point one percent) of the Bidder’s Estimate or any amount agreed between the Client and Contractor as consideration for the Project, for each day of delay, with the maximum amount payable by the Contractor as Liquidated Damages being equal to 10% (“**Maximum LD Amount**”).
- 8.2.** If the stipulated schedule for completion of the Project has been extended by the Client, then the Liquidated Damages imposed, if any, shall be returned to the Contractor without any interest payment.
- 8.3.** In the event the total amount of damages payable by the Contractor to the Client exceeds the Maximum LD Amount, then the Performance Bank Guarantee paid by the Contractor shall be forfeited by the Authority to the extent of amount payable towards Liquidated Damages over the Maximum LD Amount.
- 8.4.** The Bidders, Selected Bidder, Contractor as the case may be acknowledges that the Liquidated Damages which are payable under this Section are in the nature of Liquidated Damages and (a) are not a penalty, (b) are fair and reasonable, and (c) represent a reasonable and genuine pre-estimate of the losses that would be incurred by the Client from such delay.

SECTION 9. PAYMENT TERMS AND MILESTONES

- 1) Payment will be done on a monthly basis in form of Running bills.**
- 2) The Contractor should submit the bill of work done in every month.**
- 3) The contractor will be paid 70% of the actual value of work done during the construction period.**
(i.e. 70% of the total contract value will be paid on 100% of onsite construction work)
- 4) The balance 30% will be paid at the rate of 2.5% quarterly over the comprehensive maintenance period.**

Appendix 1. Project Information Memorandum

(A) PROJECT SITE AND PROJECT DETAILS

Project Site Details- Site 1	
Location	: Survey no 244 Baner Next to Terazza Society, near Medipoint hospital road.
Area of Site	: 1707 Sq. meters
Design Theme	: Community Farming
Objective	: The objective is to provide space for experimenting technological innovations for sustainable surroundings like urban community farming, organic farming. Realizing the potential of this site the theme of COMMUNITY FARMING is proposed to be developed, a place where fruits and vegetables become the aesthetic elements of the Garden and outdoor open space platform for various senior citizen clubs and workshops. Strategically located in a prime residential area this site has the potential to pull in citizens from the neighbourhood for healthy citizen engagement activities. Spaces have been designed to accommodate community farming activities, gardening workshops, group sessions And senior citizen group sessions. A small garden café and a shop where the produce from the farms can be sold is provided.

Project Site Details- Site 2	
Location	: Survey no23 Balewadi Next to Filli Villa Society, Near Nandan Prospera Balewadi
Area of Site	: 630 Sq. meters
Design Theme	: Bookzania
Objective	: The theme is designed to encourage reading. The site identified and the location also justifies the theme with relatively calm surroundings and large trees. The design has been developed with features to encourage interaction with nature, board games that can help bonding, Café providing Tea, Coffee & Juice, attractive seating for elders, child friendly seating for kids and book structures to play.

(B) PROJECT FACILITIES

Description of Project facilities and equipment for Community Farming

Sr.No.	Item Description
1	<p>VERMICOMPOST AREA - Supply & installation of vermicompost area as per details given. Dimension of vermicompost pit (1*1.2*0.75 and 1*1.7*0.75) meters built in 6" thk brick wall with plastering and paint and 100mm thk PCC at the base with drains at the bottom for excess water to drain. Covered with MS openable shutter in weld mesh and GI sheet roofing. Total number of pits 7 one for each day of the week. The organic waste collected on the site will be used for composting. Construction details as per approved drawings.</p>
2	<p>VEGETABLE AND HERB GARDEN - Supply & installation of 'VEGETABLE AND HERB GARDEN' including items as given below. Concept: Community farming. 2mts wide bay of plantation with kadappa kerb stone along the periphery and 1m wide pathway of stepping stones for access between two vegetable plantation bays. Number of bay for vegetable garden 10nos and herb garden 6nos. Vegetable garden dimension: 4.8*2mts Herb garden dimension: 4*2mts Construction details as per approved drawings.</p>
3	<p>CAFÉ AND SHOP - Supply & installation of 'CAFÉ and SHOP' including fabrication, with proper surface preparation, packing loading unloading transportation to site fitting, as per approved shop drawing. Technical specification: Pre-fabricated in MS Café size: 2.5*3*2.7mts Shop size: 3*3*2.7mts Concept: Café for refreshments like tea and coffee for people visiting the community garden and shop for selling vegetable and herbs grown on the site itself.</p>
4	<p>PORTALS WITH TRELIS CREEPERS - Supply & installation of 'PORTALS' including fabrication, with proper surface preparation, packing loading unloading transportation to site fitting. Concept: Creepers on portals to give shade for pathway and also they will act as support for creepers to grow. Technical specification of the gadget: Product Size: 100*50mm MS portals of height 2.6mts</p>
5	<p>SEMICOVERED WORKSHOP AREA - Concept: semi covered workshop area for small gathering of community people. Dimension: 5.5*7*3mts Technical specification: MS fabrication supports (200*100mm sections) covering with BIVP solar panel covering.</p>

6	DRINKING WATER FOUNTAIN - Providing and installing Wall Mounted Drinking Fountain junior combo model no 030, MAT-polished surface. SS 304 high polished stainless steel assembly Bowl 300 mm Panel size 850mm x 500 mm, fixing as per manifested specification, etc. all complete as per the direction of Engineer-in-charge.
7	PRE FABRICATE TOILET – Supply & installation of ‘TOILET’ including fabrication, with proper surface preparation, packing loading unloading transportation to site fitting, as per approved shop drawing. Toilet size: 2.1*1.9mts Technical specification: Pre-fabricated.
8	SEATING ARRANGEMENTS -Supply & installation of pre-fabricated seats as per shop drawing. Built in sitting: Height 0.45mts, width 0.45mts with granite tops of 25mm thk. Perforated seats: For senior citizens with back rest. Dimension of 0.6*1.2*0.45mts and material of MS perforated sheet. Total number pre-fabricated seats 4nos.

Description of Project facilities and equipment for Bookzania

1. The entrance beckons the visitors with colourful design on the floor. (like a rangoli)
2. Donor book box at the entrance allows the children drop their books which they wish to donate. The design resembles that of a bird house.
3. The entrance gate resembles the books stacked in the bookshelf.
4. The compound wall painted with the traditional dresses of different states of India.
5. The mobile library or take away food counter will be parked in the designated area and will be painted as per the design.
6. The minibus depicts a reading bus made of metal and fibre as per the design. This will act as space for kids to sit and read.
7. The road in the form of acupressure pathway.
8. The graffiti wall behind the bus will have streetscape and landmarks of the city. The benches on the wall looks as bus stops and has advertisement board for revenue generation.
9. The tool room at the end of the road has the the form of a building.
10. The different fun elements are as follows –
 - i. Slide and tunnel book
 - ii. Swing book
 - iii. Pop-up book
 - iv. Climbing book
 - v. Seating in form of books stacked on floor
 - vi. Black boards as flowers for small kids
11. The semi-circular seating has inbuilt board games for kids to play.
12. The maze will be painted on the floor and will be illuminated in the night.
13. Separate area is provided for birthday party celebrations which can be rented.
14. The benches behind the lawn will be in the form of open books.
15. Alphabets and numbers are incorporated in the grating design which acts as a fun game for kids.
16. The easels provided for senior citizens to come and paint in the natural environment.
17. Activity tables are to conduct various activities for senior citizens. The tables are made in such a way that they can even accommodate wheel chair.
18. The park will have no level difference at any point in the flooring which makes it universally accessible.

19. The trees in the park soften the appearance and provide optimum shade in the seating area.

Specifications for Solar Tree:

Solar PV Module

Solar cell type: Multi / Poly crystalline

Each Solar module consists of Photovoltaic cells redundantly interconnected to get peak power rating. **The typical efficiency of multi crystalline solar module should be not less than 13%.**

All materials used should have a proven history of reliable and stable operation in external outdoor applications. Solar modules should be designed to operate and perform in Indian conditions.

Multi crystalline solar modules offered by the party must be certified according to IEC/UL or equivalent standards from any of the reputed certifying agencies such as Fraunhofer Institute

Other specifications and features of PV module

- (i) Module Junction box (weather resistant & IP65 compliant) designed for long life out door operation in harsh environment and the connectors & cables used in the system should be as per UL/IEC or equivalent standards norms
- (ii) Solar PV modules must be warranted for their output peak watt capacity, which should not be less than 90% at the end of Ten (10) years and 80% at the end of Twenty five (25) years.
- (iii) The No. of solar modules is required to be arranged in such a manner / array that plant rated capacity 3 KWp is obtained.
- (iv) The party should provide details technical details of offered PV technology i.e Module type, Mounting arrangement for Solar module , Solar module frame material (if provided) , No of Solar modules, Country of origin, Nominal power , Max. Peak Power, Max. Power Voltage, Max. Power Current, Open Circuit Voltage, Short Circuit Current, Power Tolerance, NOCT, Max. System voltage, Temp. coeff. of Pmax., Temp. coeff. of Voc , Temp. coeff. of Isc , Operating temperature , IP protection level , Max. wind resistance etc.

Module mounting structure

Solar Modules shall be mounted on a non-corrosive support structure on clear land space availability. Support structure design and foundation should be designed to withstand minimum horizontal wind speed relevant to site conditions (Designed value shall be greater than maximum wind speed at site).

- (t) Structure Material : Hot dip / spray galvanized Steel
- (tt) All nuts & bolts are made of very good quality stainless steel (AISI 304).

- (uu) The structure designed for simple mechanical and electrical installation. It supports SPV modules at a given orientation, absorb and transfer the mechanical loads to the ground properly.
- (uw) The array structure is so designed that it will occupy minimum space without sacrificing the output from SPV panels at the same time it will withstand high wind speed as per site requirement (Typically 150 km/h).
- (wx) **Mounting structure must be designed in such a manner that Solar Modules can put together angularly on it which forms the shape of tree to absorb the maximum amount of sunlight.**
- (wy) The structure designed in such a manner that modules can be installed & replaced easily and should be in line with site requirement.

Junction Boxes

(β) The array junction boxes to be dust, vermin & waterproof as per IP65 rating and should be made of FRP/ ABS plastic.

(γ) MOV's (metal oxide varistors) to be used at the terminals of array junction boxes for external over voltage protection.

(δ) Party to specify fuses and type of surge protector.

The junction boxes should have suitable cable entry points fitted with cable glands of appropriate sizes for both incoming and outgoing cable

PCU

The DC energy produced by solar array is to be utilized to the maximum and supplied to the DC bus for inverting to AC voltage. Suitable inverter with MPPT control to extract maximum energy from solar array and to provide 415Vac (+ 10%), 3-ph, 50Hz to synchronize with local grid is required to be employed. It should have protection features such as over current, short circuit, over temperature etc and user friendly LCD display for programming & viewing on-line parameters

Data monitoring of Power system

The performance and generation data is recorded using a data logger. The Monitoring system shall comprise of the following main components:

- PCU logs the inverter performance data and transmits the same to the Data logger.
- **Data logger** gathers information and monitors the performance of the inverter. It Also supports measurements from the external sensors. The data can be acquired Remotely via a modem.
- Remote **monitoring equipment** to measure Module temperature
- **Communication interface** the entire system can be operated and monitored via several interfaces (RS232/RS485, LAN Website/ Telephone modem) in addition to the information indicated on the operator panel. Further information can also be acquired remotely through the interfaces mentioned above.

The vendor to provide software interfaces for LAN and LAN cables etc. for commissioning of complete data logging / monitoring system.

Cables and accessories

All the cables required to be installed are copper armoured cables laid properly either through cable tray and conduit as per the site requirement. These cables should conform to relevant IS standard (IS 1554 / 694 Part 1 of 1988) and shall be of 650 V/1.1 kV grade as per requirement. All the installation accessories such as glands, cable ties, lugs, fasteners and various sundry materials etc. are included in the scope of supply of the material.

AC Distribution Box

An AC distribution box shall be mounted in existing LT panel room. The AC distribution box shall be of the thermo plastic IP65 DIN rail mounting type and shall comprise the following components and cable terminations:

- Incoming 3-core / 5-core (single-phase/three-phase) cable from the solar grid inverter
- AC circuit breaker, 2-pole / 4-pole
- AC surge protection device (SPD), class 2 as per IEC 60364-5-53
- Outgoing cable to the building electrical distribution board.

Earthing

Each array structure of the PV yard shall be grounded properly as per relevant IS standard (IS: 3043 - 1987). Provision shall be kept for shortening & grounding of the PV array at the time of manufacture work. All metal casing / shielding of the plant shall be thoroughly grounded in accordance with Indian electricity act / IE Rules.

(C) SCOPE OF PROJECT

Scope of Work includes site preparation, construction, installation of all details provided in the detailed drawings and Getting approvals from respective authorities as per given guideline from PSCDCL, Execution of all civil, plumbing, sanitary, storm water, rain water, drip irrigation, electrification, fabrication, fabric covering, electronic items if required daily supervision, measurement, billing, follow up with required authorities, consultants for various approvals, billing, execution, making, additions, alterations as required by PSCDCL, Engineer In charge, Main Design consultants/Architects, complete all work as desired and as per standards rules & regulations up to full satisfaction of PSCDCL, handing over site to PSCDCL, making necessary rectifications, remedial measures during Defect Liability Period etc. complete.

In addition to constructions services the Bidder's services shall include:

1. Landscape and Horticulture execution and installation.
2. Irrigation, fountain, pool design and controls
3. Mechanical Engineering, Fabrication & Plumbing
4. Lighting installation and commissioning
5. Installation of Solar System, commissioning, Concern liasoning & approvals
6. Fire fighting
7. FF&E
8. Waste water management systems
9. Security System
10. CCTV any other surveillance system
11. Power Management
12. Liasoning & approvals for water Supply & Electricity Connections

13. Water pumping, bore installation and supply controls
14. Construction & development of toilet & concerned provisions.
15. Provision & installation of drainage system & connection to municipal line.
16. Public Address System
17. Energy efficient design system
18. Site survey
19. Quantity survey - rate analysis
20. Cost estimation
21. Site supervision
22. Procurement and storage management
23. Testing of materials and works
24. Signage and branding.

Scope of Works of Contractor broadly consists of following sections-

- a.1) Study of Site conditions.
- a.2) Development & Necessary Liaisoning
- a.3) Site Execution
- a.4) Comprehensive Maintenance

1. STUDY OF SITE CONDITIONS

Contractor shall carry out necessary investigation and surveys to develop the knowledge of the site condition as per requirement of PSCDCL.

- a. Carrying out topographical surveys to access site slopes, undulations on site, existing trees, light poles, chamber, adjacent road markings, fixing site boundaries in consultations with respective authorities, to gather all site specific data which is required to start detail planning. Submit carried surveys details to PSCDCL in 2 sets of Hard Copies as well as in Soft copy.
- b. If required taking of trial pits /trial bores, testing of soils, preparing geo tech reports in desired format of PSCDCL, to PSCDCL in 2 sets of Hard Copies as well as in Soft copy.
- c. Access availability of quarries and other constructions materials suppliers, labour availability, water and power availability, approaches to the sites etc.
- d. Contractor shall contact various local Authorities and obtain all the necessary relevant information about the plots especially regarding infrastructure facilities like sewerage, water supply mains electric supply line, their present locations, etc.
- e. Contractor shall note that the survey plans would be at 1:500 scale

2. DEVELOPMENT & NECESSARY LIASSONING

Study schematic drawing carefully, discuss specific requirement of PSCDCL in line with schematic drawings. Clear doubts if any during discussions with Engineer-in-Charge & Head Architects/Consultant from PSCDCL.

3. SITE EXECUTION

Contractor shall start execution immediately after approval from PSCDCL, All works shall be executed as per approval of Detailed Drawings & Estimates to achieve required result.

- a. After getting approvals for Estimate approvals the Contractor shall start the work.
- b. The Contractor shall obtain all the NOC's like Drainage, Water, Garden, fire fighting (If required) , Road (If Applicable), from the Pune Municipal Corporation with all other relevant certificates from concerned Departments like PWD/MSEDCL etc as applicable.
- c. RCC Work
 - i. All the RCC Work shall be executed as per approved design & drawings by the Structural consultant.
 - ii. All the R.C.C. work shall confirm to I.S. 456 – 2000. The pile foundation work shall also confirm to IS 2911 -1979 (or latest).

- iii. All reinforced concrete shall be Design mix concrete / RMC shall be used. If mixing is done on site, mixing of cement, fine aggregate, coarse aggregate shall be on weight basis on the basis of Mix Design approved from COEP or from any reputed institute/Agency as desired by Engineer-in-Charge
- d. Electrification/ Fire fighting/ Rain Water Harvesting/Solar panels
 - i. Electrical work shall be got done by Experienced Agency.
 - ii. Fire fighting arrangement shall be got executed through Licensed Fire Fighting equipment installers approved by Chief Fire Officer/PMC. (If Applicable)
 - iii. Rain Water harvesting shall be got executed as per the detailed drawings approved by PSCDCL.
 - iv. Necessary approval for Solar and net metering should be carried out as per process prescribed by MSEDCL/ PMC.
- e. Water supply
 - i. UG tank (if Required) capacity and other requirements as per detailed drawing approved by PSCDCL
 - ii. Separate water meter duly approved by PMC needs to be taken by the contractor for underground tank.
 - iii. U-PVC, C-PVC pipes of approved appropriate class with suitable solvent joints shall be used.
 - iv. Testing for acceptance of the system as per DSR specifications/PWD Red book.
 - v. Separate tanks for drinking water and irrigation water as per requirement.
 - vi. Sewerage and drains.
 - vii. To be provided as per detailed drawings & specifications approved by PSCDCL ,connection to corporation drainage lines, necessary liasoning & approvals.
 - viii. All hidden joints shall be provided with flash strips.
 - ix. No joints shall be permitted in walls slabs, or columns.
 - x. Joints with floor/walls and fixtures shall be treated/caulked with suitable solvent.
 - xi. The drainage pipe for sewer below ground shall be RCC/S.W. pipe of required diameter as per detailed drawings & specifications. Inspection chambers & trap shall be as per detailed drawings & specifications.
 - xii. Acceptance Testing - Smoke Test/hydraulic test as per DSR specifications/ PWD Red Book.
- f. Water and Electricity for construction
 - i. The Contractor shall make all necessary arrangement for procuring water and electricity required by him for the execution of the work and for his labour and staff at his own cost and pay deposit and other charges in accord with the rules of the concerned departments (Municipal Corporation/MSEDCL. and other concerned Authorities.) The PSCDCL will help the Contractor to obtain the necessary water/electric connection by the way of recommendation only. All charges required for obtaining and using the water and electricity shall be borne by the Contractor.
 - ii. The Contractor shall make his own arrangement for the supply and distribution of water at his own cost. The Contractor has to make additional arrangements such as obtaining required permissions for laying pipe line net work, storage facility etc. at his own Cost. Installation of bore as per requirement on site & necessary liasoning & approvals.
 - iii. The arrangement for ELCB, MCB, and Distribution cable Network and 3 phases Sub Meter shall be made on site by the Contractor at his own cost. But considering the scanty nature of Electrical Supply in Maharashtra, the Contractor is advised to keep a D.G. set of adequate capacity so as to facilitate uninterrupted construction activity despite MSEDCL failures. The expenditure

for diesel & maintenance of the D.G. set as well as the Electrical consumption shall be the responsibility of the Contractor at his cost. Contractor shall conduct this act well in advance in order to avoid any delay in Construction Period.

- g. Contractor's representation
The Contractor personally or a responsible qualified person having full authority shall meet the Owner, Project Manager and the Architects at their office, whenever required.
- h. Specifications
All work shall be carried out as per standard specifications of Maharashtra P.W.D. and where the specifications for any work/material are not available in Maharashtra P.W.D. then relevant I.S. specifications shall be applicable. However the Particular /Special Specifications approved shall also have to be complied with and will have precedence over the above in case of any variance. The PSCDCL's decision shall be final and binding in this matter. Contractor shall also note that for materials manufacturers they shall refer to approved list of manufacturers and it will assumed that rates quoted by the Contractor are considering the same.
- i. Tests
If and when the Architects shall require samples of any materials to be tested, the cost of the such test shall be defrayed by the Contractor. Also, if any structure or part of structure is to be tested, the cost of such tests shall be defrayed by the Contractor.
- j. Before Installing specialize items totem, Smart Boxes, Urban Green farms, roof coverings all required shop drawings to be got approved by PSCDCL. Upon approval of these shops drawings only installation of these items can be done on site by Contractor.
- k. Upon Completion of all required & necessary works Contractor shall obtain Virtual Completion Certificate from Main Architect /Consultant and date of certificate shall be considered as Date of Completion of Work.
- l. The scope of works shall include design and construction at the infrastructure level, i.e. designing for all the provisions & support systems required including but not limited to civil works, conduits, sleeves, supports, frames, runners, anchors and spaces for these services for the entire campus

4. COMPREHENSIVE MAINTENANCE

Comprehensive Maintenance Service for 3 years will include operational and planned, reactive and emergency maintenance regime operating 24/7 x 365 days per year, providing an integrated and holistic approach to service delivery.

Comprehensive maintenance in relation to all grounds, gardens and civil structures includes: Planned Preventive Maintenance; Reactive Maintenance; Emergency Maintenance of all grounds and gardens and civil structures;

- i. Installation of new assets, equipment and plant; and relocation of existing assets;
- ii. Spare Parts and Consumables Management.

(a) Planned Preventive maintenance

- i. The Contractor will be responsible for providing and managing the necessary qualified and competent staff, consumables, supplies, products, tools, equipment, expertise, etc. required to successfully implement, deliver and manage comprehensive maintenance of the areas, facilities and assets covered under this Contract to the level of service as specified in this document and in all other parts of the tender documentation.
- ii. Level of service is specified in the Minimum maintenance requirements are also driven by the manufacturer's and installer's recommendations outlined in the Operation & Maintenance Manuals; Statutory requirements; Best industry practices.

- iii. The Contractor will be responsible for supporting events across the site in terms of waste removal, movement of furniture/assets, integrated housekeeping and security.
- iv. The cost of repairs and replacement under planned preventive maintenance will be borne by Contractor.

(b) Reactive Maintenance

- i. A reactive maintenance service will be operated by the Contractor. Repairs must be carried out to resolve the issue, to re-instate the service to full operation or to render the situation safe from further damage as necessary.
- ii. However, the Contractor shall carry out such repair work and provide such attendance as may be necessary throughout the period of the Agreement irrespective of the circumstances necessitating the repair or attendance, including (but not limited to) mechanical and/or electrical failure, wear and tear, damage both willful and accidental, but subject to the exclusions set out in the Agreement.
- iii. If, on inspection, the Contractor considers an area or item of equipment is beyond reasonable repair they must first "make safe" and notify the Client whose decision whether to repair or not shall be final.
- iv. Corrective action following inspections, reports and risk assessments will be prioritised by the Contractor and rectified in accordance with the agreed response and rectification times. Failure to complete the work within the agreed times should be communicated in writing to Client for approval unless there is a risk of further damage or personal. These situations should be made safe and reported to Client.
- v. The Contractor will monitor, inspect and keep records for reactive maintenance jobs and any unplanned maintenance works carried out on the Areas, Facilities and Assets covered under this Contract.
- vi. The cost of repairs and replacement under reactive maintenance will be borne by the Contractor.

(c) Emergency Maintenance

The Contractor will carry out repair and reactive works of an emergency nature "to make safe".

Emergency works are those considered necessary;

- i. To prevent interruption of critical services where safe to do so;
- ii. To prevent a health and safety incident escalating;
- iii. To prevent harm, injury or death;
- iv. Any costs likely to be incurred must be discussed and agreed with the Engineer-in-charge on call.

(d) Inclement Weather:

- i. In situations where inclement weather causes damage to the landscaping on site, the Contractor will be responsible for attending to the relevant area to remove any debris and return to normal operation within pre-agreed performance parameters.
- ii. The cost of repairs and replacement under reactive maintenance will be borne by client on submission of the receipts and relevant documents by the Contractor.

(e) Out of scope maintenance

- i. The Contractor will carry out, on request from the relevant Client, all works activities that fall outside normal preventative or corrective maintenance.

- ii. This shall relate to works to the plant and equipment including alterations, modifications or installations that alter the utilisation.
- iii. The Contractor shall be responsible for maintaining the integrity, completeness and accuracy of such maintenance and plant history information throughout the term of the Agreement when alterations are carried out such as minor works construction projects.
- iv. Quotations for works shall be submitted to the Client and explicit approval sought from the Client for the budget for the maintenance before such work is initiated.
- v. The cost of repairs and replacement under reactive maintenance will be borne by client on submission of the receipts and relevant documents by the Contractor.

(f) Spare Parts and consumables management

- i. The Contractor shall develop a Spare Parts Management Plan within 30 days of the Commencement Date to outline the methodology for identifying minimum and maximum stock levels, fast moving and slow moving items, critical and non-critical spares, on-site inventory management and auditing to provide the Client with maximum transparency on purchase, storage, usage and recording of spare parts.
- ii. The Contractor is to record details of the consumption of spares and consumables in their monthly report.
- iii. The Contractor is to ensure that they retain sufficient petty cash on site to meet any unforeseen expenditure.
- iv. The Contractor shall ensure that at all times the local on-site store has an adequate stock of the spare parts and consumables so that single visit repairs to affected systems are maximized.
- v. The cost of spare parts and consumables will be borne by Contractor.

(g) Areas of Intervention for Maintenance Works

The following section provides a comprehensive indication of the services required in relation to the maintenance of:

- i. Landscape open areas comprising hardscape and soft-scape, like, lawns, shrubs, trees, pathways, etc.
- ii. Site elements like garden furniture, water features, artifacts, garden lamp posts, bollards, signage, play equipment and such other structures.
- iii. Building component including enclosed and semi enclosed civil or prefabricated structures used for public facilities.
- iv. Utilities like irrigation systems, electrical systems, fire detection and prevention systems, water systems, drainage, solid waste and waste water systems, lighting systems etc.
- v. Services like integrated facility management, Engineering maintenance, Security and emergency services, Waste management and collection, Housekeeping & Cleaning, Pest Control etc
- vi. ICT elements like video surveillance cameras, screens, computer systems, etc., therein are excluded from the scope of maintenance and repairs.
- vii. However, the Contractor shall ensure safety & security of such items / installations.

The Contractor shall provide full support in the form of waste management, security, cleaning and care of the items / installations

In case of failure / breakdown or damage, the appropriate vendor/AMC agency should be contacted as per SOP. Client should be notified if vendor/AMC agency fails to rectify breakdown within SOP SLA.

Also, all such involvement of the vendor/AMC should be highlighted to the client so that appropriate record/action if any can be taken

In addition to the Maintenance Requirement set forth above, Scope of Work under Comprehensive Maintenance is as follows:

- i. Staffing as per the contract to ensure optimum service as per Scope of Work;
- ii. Adequate training of staff especially for any specific requirements.
- iii. Uniforms & identity cards;
- iv. Preparation and submission of various checklists/inspection reports as scheduled in the approved formats;
- v. Activity reports regarding works handled;

The Scope of Work outlined above should be referred to as indicative type & not comprehensive type; this implies the scope can be well enhanced as deemed to be. The Contractor shall carry out necessary investigation and studies to develop the knowledge of the site condition and requirements to deliver the level of service as specified in this Tender. It is not intended to be exhaustive and the Contractor shall carry out necessary investigation and studies to develop the knowledge of the Site condition and requirements to deliver the level of service as specified in this Tender.

5. General Maintenance Practice Guidelines

- i. Contractor is encouraged to use non-polluting devices like rakes and brooms when feasible. The Client prefers that blowers and other power equipment are low-decibel, low-fossil fuel consumption, and low-emissions models.
- ii. The Placemaking Sites shall be kept open for general public irrespective of cast, creed, race, religion and sex. However, the entry to the public shall be permitted as per the timings prescribed by the PMC and a board displaying the timings shall be put up at the entrance gate by the Contractor at their own cost.
- iii. All the staff required for the security, revenue collection, upkeep, development and maintenance etc., work of the garden shall be employed by the Contractor and no employee of PMC/Client shall be engaged in the Placemaking Site including the all operations. The cost towards payment of such staff will be borne by the Contractor.
- iv. For any type of development work, construction, changing of layout of the Placemaking Site etc., the Contractor shall have to obtain the approval in writing of the PMC/Client before starting such works. The ownership of these works, construction etc. will forever remain with the PMC/the Client only. However, routine improvement will be carried out by the Contractor without creating any proprietary interests for the purpose of maintenance. The primary objective shall be to retain the Placemaking Sites as "Public Spaces" and any improvement or development to be done or construction to be made in future will be an ancillary activity of the said objective. It shall be ensured by the Contractor that the nature and spirit of the Placemaking Site will not be allowed to spoil.
- v. The Contractor shall be responsible for any unauthorized entry into the garden. The Contractor shall be responsible for any mishap or damage to or theft of the PMC /the Client property that may be caused by anti-social elements.
- vi. The Contractor shall supply fresh sets of uniforms/badges, identity cards, shoes to all personnel who shall wear the same while on work and also keep their uniform neat and clean.
- vii. The Contractor shall depute a full time Facility Manager (shared between sites) and two Supervisors (one for each site) assigned to specific locations, who shall ensure that all the duties as assigned to the Contractor must be performed by them in the desired manner of the Client.
- viii. The Contractor shall keep the Placemaking Site open from 06:00 a.m. to 10:00 p.m. and ensure that the Site is manned by authorised safety and security

personnel. All activities must take place within the said timings. Client reserves the right to change the opening and closing time of the Placemaking sites.

- ix. The Contractor shall not be allowed to put any glow signboard/ hoardings without the prior written permission of the relevant Competent Client.
- x. The Contractor shall not have the rights to sell advertisement space on the site.
- xi. The Contractor shall not have the rights to generate any revenue through any means including food, advertisements, beverage options, kiosks, ticket entry and/or other theme based operations.
- xii. The Client reserves the right to charge a nominal gate entry from the citizens to the placemaking site and the contractor would be responsible for creating a mechanism for collection and depositing the same with the Client. The plan for the same would be approved by the Client.

Cost:

- i. The cost of improvement, maintenance, beautification and management of the Placemaking Site including water charges, repair of play equipment's civil, electrical, garden features, electricity charges and other taxes levied on the site from time shall be borne by the Contractor and PSCDCL will not pay any type of maintenance cost or charges.
- ii. The cost or repairs and replacement under Planned Preventive Maintenance; Reactive Maintenance; Spare Parts and Consumables Management; will be borne by Contractor.
- iii. The cost or repairs and replacement under Emergency Maintenance and Out of Scope Maintenance; will be borne by the client on submission of the receipts and relevant documents by the contractor.
- iv. The charges for lightings for illumination of site requiring electricity for storeroom/staff and security rooms, illuminated boards, fountains, additional lightings fittings shall be borne and paid by the Contractor The contractor will also co-ordinate with the Client and the relevant Client to obtain connection.
- v. The cost of MSEDCL connection, Electricity and concerned approvals for meter, net metering for solar shall be borne by the contractor. However, the cost of electricity for Wi-Fi is excluded from the scope of the Contractor.
- vi. All the expenditure for regular colouring of curb stones/walls/grills will be borne by the Contractor.
- vii. The Contractor shall effect and maintain at its own cost during the contract period necessary insurances for such maximum sums as may be required under applicable laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. All workmen and personnel appointed by the Contractor to accomplish the scope of work as specified in this Tender are required to be insured under workmen's compensation insurance policy. However, the insurance for the property and assets on the property owned by the Client shall be borne by the Client itself.

6. Theme Based Operations:

The contractor shall keep the Placemaking Site open from 06:00 a.m. to 10:00 p.m. and ensure that the Site is manned by authorized safety and security personnel. All activities must take place within the said timings.

7. Contractor's responsibility for revenue collection on behalf of the Client

Pursuant to instructions received from the Client at any time before the Construction Completion Date with respect to collection of entry fee. The Contractor shall:

- The contractor can organise events that seek to engage the community in activities that promote the theme of the site. The activities and workshops will be only in line with the theme of the site.
- These activities can only be carried out within the areas designated as 'theme spaces'. This restricted space is indicated in the plan.
- Any new activities/events shall need a one-time approval from Competent Authority to ensure fit to the theme.
- Entry fee is the prerogative of the Competent Authority
- The contractor should as far as possible offer access to facilities and activities free-of-cost to the visitors. However, nominal charges can be taken for events and community engaging activities, café and shop area activities with prior approval from PSCDCL.
- However, if charged then the Concessionaire should:
 - Offer concessions and discounts on activity, event to students, retired and economically backward segments of society to ensure their inclusion;
 - Keep cash transactions minimal and as far as practicable all transactions to be carried out through banking, online and digital channels.
 - maintain transparency in revenue collection and maintain books-of-accounts.

Concise revenue collection reports to be shared periodically with the PSCDCL..

- (i) Collect revenue through an entry fee collected from the users of Project Site/ Project Facilities in the mode and manner as prescribed in the instructions received from the Client. All taxes which may be levied on the entry fee, collected from the users of the Project Site/ Project Facilities, shall be collected in the manner as prescribed by the Client;
- (ii) shall arrange for the necessary resources, deploy sufficient manpower, install the necessary mechanisms for collection of the entry fee, as prescribed in the instructions delivered by the Client;
- (iii) shall transfer the total amount of revenue fee collected including the tax collected, to the designate bank account as stipulated in the instructions delivered by the Client. The Contractor shall not deduct any amount for claiming any expenses, collection fee or any other costs incurred associated with the revenue collection from the total revenue fee including total tax collected thereon.

The Contractor shall not have any exclusive right, holding, grant, authority to collect the entry fee on behalf of the Client. Moreover, the contractor shall collect such entry fee only when and in the manner as prescribed explicitly by the Client. The contractor shall collect the entry fee only for the duration and in the mode as prescribed in the instructions provided by the Client, which shall in any case shall not extend beyond the Transfer Date.

8. Hours of Service

- i. Janitorial services are to be provided on a daily basis, along with relievers. 24 hour emergency service must be available throughout the year, without regard to daily schedules.
- ii. **Reporting:**
- iii. The Facility Manager will submit a signed and dated daily report noting corrections, special problems, and other information as requested.
- iv. **Facilities:**
- v. Scheduling shall be so as to optimize utility conservation. Janitorial closets and storage space will be used for janitorial supplies and equipment only. Contractor is responsible to maintain these areas in a clean and orderly state.
- vi. The Contractor shall have to manage their own tools and equipments. The Contractor must mandatorily use all necessary instruments and equipment required for the satisfactory discharge of all the above mentioned services.
- vii. All chemicals and consumables used by the Contractor must be of good quality and Eco-friendly.
- viii. The Contractor shall provide on-site first aid facilities, conveniently located and adequately equipped to render first aid treatment to any injured workman employed under this Tender, all in accordance with applicable laws.

Table1. Routine Comprehensive Maintenance work schedule for Landscape activities

Watering	Check all planting areas, tree pits and water as often as necessary to ensure that planting medium does not dry out.
Weeding	Fortnightly
Edging	Monthly
Composting	Once every 3 months. Water thoroughly after the application.
Mulching	a) Trees/ Palms-Once every 3 months b) Shrubs-Once every 3 months
Loosening of soil	Monthly
Control of pest by applying appropriate insecticides	Fortnightly for preventive control. Follow manufacturer's recommended dosage for afflicted plant

Control of disease by applying fungicides	Monthly, increasing the frequency to fortnightly during rainy season.
Grass cutting	Fourteen (14) days interval for Cow grass / Carpet grass
Pruning and shaping	Once every six months for small trees/palms and low sagging branches
Trimming Shrubs/ Groundcovers	Monthly or as and when required.
Top dressing for turf / shrubs	Monthly, and until the soil is level.
Removal of dead leaves in landscape areas	Daily

Particulars	Weeding/ Tillage	Pruning	Insecticides/ Fungicides/Anti termite
Trees	Once in a month	Once in a year	Once in months or on occurrence of insect pest and diseases
Palms	Once in a month	Hardly required pruning. done whenever required	Once in months or on occurrence of insect pest and diseases
Shrubs/ Climber	Once in a month	Once a year	Once in months or on occurrence of insect pest and diseases
Hedges	Once in a month	Monthly in summer and rainy season and one time in two months in winter season	Once in months or on occurrence of insect pest and diseases
Groundcovers	Once in a month	Do not require much pruning. Excessive growth, especially during the rainy season should be controlled by cutting back areas encroached by wayward growth	Once in months or on occurrence of insect pest and diseases

Lawns	Lawn aeration should be done once in a year. Weeding once in a month	Mowing operation is done. In summer and rainy season mowing is required at an interval of 7- 10 days whereas during spring season it is done at 15 days interval and during winter monthly rotation of mowing is followed. Grass should not be allowed to grow more than 2- 3 cm in height during any season.	On occurrence of insect pests and diseases
Remarks	Tillage operation is important to maintain the soil aeration, texture and drainage. Weeding is necessary as the weeds compete with plants and take up all the water, nutrients and space.	Two-third of the plants overall canopy should be pruned; not more than that. Sharp pruning instruments should be used.	Physical removal of infected part if possible should be done. Application of insecticides and fungicides should be done according to the instruction provided.

Table2. Routine Comprehensive Maintenance work schedule for housekeeping

Service	Description	Frequency
Cleaning and sweeping	All floor areas. All furniture should be free from dust and smears.	Twice Daily
Cleaning of toilets	Toilets (inc. seat and cistern), basins, showers and baths are free from dirt and smears. Vanity units, shelves, dispensers, mirrors, fixtures and fittings are free from dust and dirt. Floor is free from dirt and debris.	Every hour daily. More frequently during events.
	Dispensers soap and necessary cleaning items are replenished.	As required. Monitored weekly
	Bins to be emptied	Daily

Cleaning of trash bins	The wastes to be well segregated in terms of wet /dry, recyclable/degradable and disposed as per the national swachh mission standards.	Bi weekly
Cleaning of fittings and fixtures		monthly

Table 3 Routine Comprehensive Maintenance work schedule for Plumbing and Drainage Components

Service	Description	Frequency
Plumbing and Drainage	Repair and maintenance of plumbing components such as UGWT, valves, traps, thermostatic mixing valves, RPZ devices, heat exchange devices and water heaters	Regular weekly checks of connections. Repairs as per regular checks and requirements
	Repair and maintenance of fire service reticulation and fire fighting fixtures	Routine Check for maintenance once in 1 month. Repairs as per requirement and check.
	Repair and maintenance of sewage and storm-water reticulation systems and fittings	Regular weekly checks of connections. Repairs as per regular checks and requirements
	Provide 24 hour per day, 7 days a week emergency response to immediately replace or repair broken, damaged or inoperable plumbing components which pose damage or safety hazards to persons or property	Emergency response in 12 hours.

Irrigation system	Identify potential leaks as evidenced by water related plant stress, surface water or erosion, broken or damaged equipment, and paved surfaces or building walls/windows affected by irrigation spray.	Once weekly
	Visually inspect the operation of all irrigation valve zones to identify coverage problems	Once monthly
	Provide for inspection and testing of backflow prevention valves	Annually
	Provide 24 hour per day, 7 days a week emergency response to immediately replace or repair broken, damaged or inoperable irrigation components which pose damage or safety hazards to persons or property	Emergency response in 12 hours.

(i) Electrical Connections

Electrical services are provided to ensure the on-site infrastructure is properly installed and maintained to current code.

Electrical infrastructure includes:

- High Voltage reticulation;
 - Low Voltage reticulation;
 - Those electrical components considered to be part of the buildings basic electrical wiring.
- a. Maintenance of all in ground and above ground distribution networks owned by PSCDCL/PMC;
 - b. Repair and maintenance of electrical components such as lighting, general purpose outlets and other connections and devices onsite;
 - c. Repair and maintenance of fire detection systems; Transformer oil tests;
 - d. Electrical pole and conductor inspections.

Table 4 Routine Comprehensive Maintenance work schedule for Electrical Components

Service	Description	Frequency
Electrical Components and Services	Maintenance of all in ground and above ground distribution networks and components	Routine checks once in two weeks. Repairs as per requirements.

	Repair and maintenance of electrical components such as lighting, general purpose outlets and other connections and devices onsite and fire detection systems	Routine checks once in two weeks. Repairs as per requirements.
	Provide 24 hour per day, 7 days a week emergency response to immediately replace or repair broken, damaged or inoperable electrical components which pose damage or safety hazards to persons or property	Emergency response in 12 hours.

9. Assessment

(i) Evaluation Parameters

Following three broad parameters are being proposed here for evaluation/rating PSCDCL the Placemaking sites for overall cleanliness and maintenance:

- a. Infrastructure availability;
- b. Maintenance of site premises and equipment; and,
- c. Feedback from visitors.

(a) INFRASTRUCTURE SCORE (MAXIMUM 40)					
Boundary wall around site with entrance /exit gate	In good condition	In broken condition	No boundary wall		
	2	2	0		
Signage prominently Displayed around the site	Yes	Partial	No		
	4	2	0		
Benches/ Seats	Available within every 500 meters	Available every 1000 meters	Not available		

	4	2	0		
Toilet facilities available	Separate facilities available for men and women with at least one disability friendly facility	Separate facilities available for men and women with at least no disability friendly facility	Common facilities available with at least one disability friendly facility	Common facilities available with at least no disability friendly facility	No toilets available
	4	3	2	1	0
Dustbins	Colour segregated available within 250 meters	Colour segregated available within 500 meters	No Colour segregated available within 250 meters	No Colour segregated available within 500 meters	No dustbins available
	4	3	2	1	0
Waste cartage equipment	Available in adequate number	Available in deficit	Not available		
	4	2	0		
Lighting	Well lit with adequate and quality fixtures	Inadequately lit with improper fixtures	Improper provision		
	4	2	0		
Water supply provision	Adequate and continuous supply for Drinking, toilet and landscape irrigation	Inadequate supply for drinking/toilet and landscape irrigation	Unavailability for either of the uses		
	4	2	0		
Composting equipment/ Compost pit	Available	Not available			
	4	0			

Cleaning equipment/ brooms etc	Available in adequate number	Available in deficit	Not available		
	4	2	0		
SUB-TOTAL INFRASTRUCTURE SCORE (A)-					

(b) Service/Maintenance Score (MAXIMUM 30)					
1) Cleaning/Housekeeping					
Overall site Cleaning	Swept Daily	Swept periodically	Never Swept		
	2	1	0		
Toilet Cleaning	Cleaned regularly	Cleaned Sometimes	Never Cleaned		
	2	1	0		
Landscape maintenance (pruning, mowing etc)	Maintained as per schedule	Schedule not available	Irregular		
	2	1	0		
Dustbins and equipment cleaning	Daily	Weekly	Irregular		
	2	1	0		
Cleaning after special events	Within 24 hours	Within 2 days	Within week		
	2	1	0		
2) Utilities					
Toilet Water Availability	Available	Irregular supply	Not Available		
	2	1	0		
Drinking Water Facility	Available within site	Irregular supply	Not Available		
	2	1	0		
Landscape Irrigation water availability	Available within site	Irregular supply	Not Available		
	2	1	0		
Surface water/storm water runoff	Well drained	Insufficient capacity	Improper maintained		
	2	1	0		
Lighting	Maintained	Only	Not		

fixtures and electric power supply	ned as per the schedule	repaired when non operational	maintained and repaired		
	2	1	0		
General Play equipment, furniture and other facilities as per the theme	Maintained and cleaned regularly	Only repaired when non operational	Not maintained and repaired		
	2	1	0		
Waste Collection from placemaking site	Collected daily	Collected every few days	Not collected		
	2	1	0		
Bio-degradable waste processing	Processed at compost pit/equipment inside site	Sent for composting outside site	Not composted		
	2	1	0		
Pest control	As per schedule	Irregular and improper	Not done		
	2	1	0		
3) Security					
Security guards with proper uniform	Full time	Unavailable in breaks (lunch/shift change etc)	Not present		
	2	1	0		
SUB-TOTAL MAINTENANCE SCORE (B)-					

(c) Feedback Score (MAXIMUM 30)			
Placemaking site Maintenance	Well maintained	Not upto required standards	Poorly maintained
	6	3	0
Availability and cleanliness of toilet facilities	Sufficient numbers of clean toilets available for use	Sufficient number but not cleaned	Not enough numbers available for use
	6	3	0

Sports and open gym equipment maintenance	Well maintained and safe for children	Not up to required standards	Poorly maintained
	6	3	0
Availability of seating	Sufficient numbers available for use	Not enough numbers available for use	Adequate but not maintained
	6	3	0
Park/Ground lighting	Well lit at night		Poorly lit
	6		0

10. Scoring Category and Framework:

The total number of failures recorded will be scored and described as a percentage of the total potential score for the month.

Scoring Framework:

Category	Score range	Remarks
A	85% and above	Target level of acceptable performance
B	70% - 84%	Improvement required
C	69% and below	Unacceptable level of performance

Penalty Clause:

Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the Authority, it will be brought to the notice of the Contractor by the Authority. If no action is taken immediately, the Authority shall levy the penalty as mentioned below:

Penalty criteria for the scores based on the scoring category.

Sr. No.	Penalty Criteria	Penalty charges
1.	2 consecutive scores in category B and C	INR 5000 (five thousand)
2.	3 or more times scores in category B within an year	INR 5000 (five thousand)

Appendix 2. Project Site, Maps and Plans

(PLANS AND DRAWINGS ATTACHED WITH SEPARATELY)

Project Site Details- Site 1	
Location	: Survey no 244 Baner Next to Terazza Society, near Medipoint hospital road.
Area of Site	: 1707 Sq. meters
Design Theme	: Community Farming
Objective	: The objective is to provide space for experimenting technological innovations for sustainable surroundings like urban community farming, organic farming. Realizing the potential of this site the theme of COMMUNITY FARMING is proposed to be developed, a place where fruits and vegetables become the aesthetic elements of the Garden and outdoor open space platform for various senior citizen clubs and workshops. Strategically located in a prime residential area this site has the potential to pull in citizens from the neighbourhood for healthy citizen engagement activities. Spaces have been designed to accommodate community farming activities, gardening workshops, group sessions And senior citizen group sessions. A small garden café and a shop where the produce from the farms can be sold is provided.
Project Site Details- Site 2	
Location	: Survey no23 Balewadi Next to Filli Villa Society, Near Nandan Prospera Balewadi
Area of Site	: 630 Sq. meters
Design Theme	: Bookzania
Objective	: The theme is designed to encourage reading. The site identified and the location also justifies the theme with relatively calm surroundings and large trees. The design has been developed with features to encourage interaction with nature, board games that can help bonding, Café providing Tea, Coffee & Juice, attractive seating for elders, child friendly seating for kids and book structures to play.

Appendix 3. List of Documents to be submitted along with Qualification Bid

General Instructions on Preparation of the Qualification Bidding Proposal

- i. Bidders have to submit a structured and organized Bid as per the format prescribed in the RFP. The document submitted must be searchable and well indexed without any handwritten material.
- ii. List of documents to be submitted with the Qualification Bid Proposal:

No.	Document Required	Submitted (Y/N) if applicable	Documentary Proof (Page No.)
	Annexure A: Letter for Qualification Bid		
	Annexure B: Letter of Undertaking		
	Annexure C: Letter of transmittal/confirmation to be provided by the Bidder		
	Other Documents required to be submitted with the Financial Bid: Appendix 4: Format of Financial Bid Appendix 5: Financial Proposal Declaration Appendix 5A: Power of attorney for signing the Bid Appendix 5B: Power of attorney for signing the Bid for Lead Bidder of Consortium (In case the Bidder is a Consortium) Appendix 5C: Joint Bidding Agreement (In case the Bidder is a Consortium) Appendix 6: Performance Bank Guarantee		
	Bid Qualification Documentation: Appendix 8: PQ_1 Years of operation Appendix 9: PQ_2 Financial Strength - Turnover Appendix 10: PQ_3 Financial Strength – Net worth Appendix 11: PQ_4 Relevant experience – similar projects Appendix 12: PQ_5 Relevant experience – similar services Appendix 14: Details of any Past or Pending Litigation or Arbitration Proceedings, References, Claims or Demands, as the case may be Appendix 16: Integrity Pact		

Although, the Bidders shall submit the documentation specified in Appendix 4, Appendix 5, Appendix 5A, Appendix 6 along with their respective Financial Bids in the Second Part, albeit they are supposed to submit the check-list in the First Part along with their Qualification Bids.

Annexure A – Letter for Qualification Bid

[To be printed on the Bidder's letterhead and signed by the Authorised Signatory]

Ref. No. [•]

To,
The Chief Executive Officer,
Pune Smart City Development Limited (PSCDCL),
PMC Building, Near Mangla Theatre,
Shivaji Nagar, Pune – 411 005,
(Maharashtra), India

Date: dd/mm/2018

Subject: Qualification Proposal for Selection of Contractor for Procurement, Construction & Comprehensive Maintenance of Theme Based Placemaking Sites on the Project Sites in Pune City under Smart City Project.

Dear Sir/Madam,

In response to the RFP PSCDCL / Placemaking / 06 / 2018 dated _____ (“**RFP**”) for Selection of the Contractor for Procurement, Construction & Comprehensive Maintenance of Theme Based Placemaking Sites on the Project Sites in Pune City under Smart City Project, as a Proprietor/ Partner/ Director of _____, I/We, being duly authorised to represent and act on behalf of _____ (hereinafter referred to as the “**Bidder**”), and having reviewed and fully understood all of the qualification requirements and information provided, the undersigned hereby expresses its interest and applies for the qualification and bidding for undertaking “**Selection of Contractor for Procurement, Construction & Comprehensive Maintenance of Theme Based Placemaking Sites on the Project Sites in Pune City under Smart City Project**”. We are enclosing our unconditional and unqualified Bid, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bidding Document, for your kind evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Bid is complete, true and correct in every detail.

We confirm that the application is valid for a period of [•] days from the due date of submission of application and is unconditional.

We hereby also confirm the following:

1. The Bid is being submitted by M/s [•].
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by PSCDCL and in any subsequent communication sent by PSCDCL.
3. We agree and undertake to abide by all these terms and conditions provided herein. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the

subsequent communications from PSCDCL.

4. The information submitted in our Bid is complete, and is strictly as per the requirements stipulated in the RFP, and is true and correct to the best of our knowledge and understanding, if any discrepancies are observed by the bidders in the Tender herein, such discrepancies need to be brought to the attention to PSCDCL forthwith as per the provisions herein provided.
5. We confirm that we have studied the provisions of the relevant Applicable Laws required to enable us to prepare and submit this Bid for undertaking the Project, in the event that we are selected as the Selected Bidder.
6. We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, nor have 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, nor have we been black-listed by any public authority or state owned or controlled entity, as a result of default of any kind on our part.
7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the Bidding Documents, including any clarification, amendment, addendum or corrigendum issued by PSCDCL; and
 - b. I/ We do not have any Conflict of Interest in accordance with the RFP; and
 - 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, in respect of any tender or request for Bid issued by or any agreement entered into with PSCDCL or any Public Entity; and
 - d. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf has engaged or will engage in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice; and
 - e. the undertakings given by us along with the Bid in response to the RFP for the Project are true and correct as on the date of making the Bid and are also true and correct as on the Bid Submission Date and I/We shall continue to abide by them.
8. I/We state that any terms not defined in the present letter shall have the meanings ascribed to in the RFP.
9. 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 has engaged or will engage in any Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice.
10. I/ We understand that you may cancel the Bidding Process at any time and that you are neither

bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders;

11. I/ We further certify that in regard to matters relating to security and integrity of India, we, have not been convicted by any court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of community.
12. I/ We further certify that in regard to matters relating to security and integrity of India, we have not been charge-sheeted by any Public Entity or convicted by the Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Partners (in case the Bidder is a Partnership)/ Managers/ employees.
14. I/ We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by PSCDCL in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the abovementioned Project and the terms and implementation thereof.
15. I/ We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
16. I/We have studied all the Bidding Documents carefully and also have conducted all necessary survey activities of the Project Site, to satisfy our understanding of the Project. 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 PSCDCL or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Authorization.
17. The percentage quoted in the Financial Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Agreement, our own estimates of costs and after a careful assessment of the identified locations of the proposed Project, development guidelines, goals and objectives of the Project and all the conditions that may affect the Bid.
18. I agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP which *inter alia* include payment of Tender Fee, EMD or Performance Bank Guarantee, furnishing of the Performance Bank Guarantee to PSCDCL in the manner provided in respect thereof in the RFP and Agreement.
20. I/ We confirm that all the terms and conditions of the Bid are firm and valid for acceptance for a period of [•] days from the Bid Submission Date.
21. I/We agree and undertake to abide by all the terms and conditions of the RFP. In witness,

thereof, I/ We submit this Bid under and in accordance with the terms of the RFP.

Thanking you,

Yours sincerely,

For and on behalf of: (name of the Bidder and the Company Seal)

Signature: (Authorized Representative & Signatory)

Name of the Person: [•]

Designation: [•]

Address: [•]

Telephone & Fax: [•]

E-mail address: [•]

Annexure B: Letter of Undertaking

[To be printed on the Bidder's letterhead and signed by the Authorised Signatory]

Ref. No. [•]

Date: dd/mm/2018

To,

**The Chief Executive Officer,
Pune Smart City Development Limited (PSCDCL),**
PMC Building, Near Mangla Theatre,
Shivaji Nagar, Pune – 411 005,
(Maharashtra), India

Subject: Undertaking that the company is not blacklisted as of the Bid Submission Date

Dear Sir/Madam,

In response to the RFP PSCDCL / Placemaking / 06 /2018 dated 22nd February,2018 (“**RFP**”) for Selection of the Contractor for Procurement, Construction & Comprehensive Maintenance of Theme Base Placemaking at the Project Sites in Pune City under Smart City Project, as a Proprietor/ Partner/ Director of [•], I/We state that any terms not defined in this letter shall have the same meanings ascribed to them in the RFP.

We hereby undertake that as on the Bid Submission Date, we are not blacklisted by the Pune Municipal Corporation (PMC), Central, State Governments in India on any ground including in Corrupt Practice, Fraudulent Practice, Coercive Practice, Undesirable Practice or Restrictive Practice for the last three (3) years preceding the Bid Submission Date.

We further undertake that neither our firm M/s. [•] or its Associates, nor any of its directors/constituent partners have abandoned any work nor any contract awarded to us for such works have been terminated for reasons attributed to us, prior to the Bid Submission Date.

We further certify that neither our firm M/s [•] nor any of its directors/ constituent partners have been debarred by State/Central/authority/any other statutory body for any work or from bidding.

We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive or illegal.

We further confirm that we have not offered nor paid nor will offer nor pay, directly or indirectly, any illegal gratification, in cash or kind, to any person or agency in connection with the instant Bid.

We hereby authorize(s) and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested to verify this statement or regarding my (our) competence and general reputation.

We understand and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Client.

For and on behalf of: (name of the Bidder and the Company Seal)

Signature: (Authorized Representative & Signatory)

Name of the Person : [•]

Designation : [•]

Business Address : [•]

Telephone & Fax : [•]

E-mail address : [•]

Date : [•]

Place : [•]

Annexure C – Letter of Transmittal/Confirmation to be provided by the Bidder

[To be printed on the Bidder's letterhead and signed by the Authorised Signatory]

Ref. No. [•]

Date: dd/mm/2018

To,
The Chief Executive Officer,
Pune Smart City Development Limited (PSCDCL),
PMC Building, Near Mangla Theatre,
Shivaji Nagar, Pune – 411 005,
(Maharashtra), India

Dear Sir/Madam,

Subject: Letter of Transmittal Regarding RFP PSCDCL / Placemaking / 06 /2018 dated 22nd February,2018 for Selection of Contractor for Procurement, Construction & Comprehensive Maintenance of Theme Based Placemaking at the Project Sites in Pune City under Smart City Projects.

In response to RFP PSCDCL / Placemaking / 06 /2018 dated 22nd February,2018 ("RFP") for Selection of Contractor for Procurement, Construction & Comprehensive Maintenance of Theme Based Placemaking at the Project Sites in Pune City under Smart City Project, as a Proprietor/ Partner/ Director of [•]. I/We state that any terms not defined in this letter shall have the same meanings ascribed to them in the RFP.

I/We hereby state and submit that I/ We have read the RFP and the Bidding Documents for the above captioned matter.

I/We have also got myself/ ourselves acquainted with all conditions of contract/ general conditions of the Agreement/ scope of work/ mode of measurement/ detailed specification for Contractor for Procurement, Construction & Comprehensive Maintenance of Theme Based Placemaking at the Project Sites in Pune City under Smart City Project/ plans etc. thereby comprising of the entire Bidding Documents of the above captioned matter.

The percentage quoted by me/us are after taking into consideration all facts and figures given in the Bidding Document. Therefore,

I/We shall not claim anything after opening of the Bidding Documents on the ground of ignorance of contents of Bidding Documents.

I/we am/are authorised to sign the declaration on behalf of my Firm/ Partnership/ Company etc...

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our Earnest Money Deposit may be forfeited in full and my Tender shall be cancelled.

Yours sincerely,

For and on behalf of: (name of the Bidder and the Company Seal)

Signature: (Authorized Representative & Signatory)

Name of the Person : [•]

Designation : [•]

Business Address : [•]

Telephone & Fax : [•]

E-mail address : [•]

Date : [•]

Place : [•]

Appendix 4. Format of Financial Bid

Date: dd/mm/2018

To,
The CEO,
Pune Smart City Development Corporation Ltd.,
PMC Building, Near Mangla Theatre,
Shivaji Nagar, Pune – 411 005,
(Maharashtra), India

Dear Sir/Madam,

I have carefully gone through the terms and conditions contained in the RFP and Bidding Document for “**Selection of Contractor for Procurement, Construction & Comprehensive Maintenance of Theme Based Placemaking at the Project Sites in Pune City under Smart City Project.**” Bearing RFP PSCDCL / Placemaking / 06 /2018 dated 22nd February,2018

I/We hereby quote a Bid Percentage (considering all taxes) of [•] percent ([•]%).

I/We further declare the format for schedule for payment of Bid Percentage as under:

- 1 Procurement, Construction & Comprehensive Maintenance of Theme Based Placemaking at the Project Sites in Pune City under Smart City Project.** (B1 type RFP)

I/We hereby confirm the following:

- this Financial Bid is being submitted by M/s. *[Name of the bidder]* in accordance with the conditions stipulated in the RFP;
- I/We have examined in detail and understand and agree to abide by all the terms and conditions stipulated in the RFP and Bidding Documents issued by PSCDCL, as amended, and in any subsequent communication sent by PSCDCL. Our Financial Bid is consistent with all requirements of submission stated in the RFP and in in any subsequent communication sent by PSCDCL;
- I/We are solely responsible for any errors or omissions in our Financial Bid.

I/We also agree to execute the work as per the specifications, terms and conditions of RFP.

I/We further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name : [•]

Designation : [•]

Address : [•]

Telephone& Fax : [•]

E-mail address : [•]

Appendix 5. Financial Proposal Declaration

[To be printed on the Bidder's letter head and signed by the authorized signatory]

Date: dd/mm/2018

To,
The CEO,
Pune Smart City Development Corporation Ltd.,
PMC Building, Near Mangla Theatre,
Shivaji Nagar, Pune – 411 005,
(Maharashtra), India

Sub: Selection of Service Provider for the Project for “**Selection of Contractor for Contractor for Procurement, Construction & Comprehensive Maintenance of Theme Based Placemaking at the Project Sites in Pune City under Smart City Project**”.

Ref : RFP PSCDCL / Placemaking / 06 /2018 dated 22nd February,2018

Dear Sir/ Madam,

We, the undersigned Bidder, having read and examined in detail all the Bidding Documents in respect of the RFP for “**Selection of Contractor for Procurement, Construction & Comprehensive Maintenance of Theme Based Placemaking at the Project Sites in Pune City under Smart City Project**” bearing RFP PSCDCL / Placemaking / 06 /2018 dated 22nd February,2018 (“**RFP**”) and do hereby propose to provide services as specified in the Bidding Documents referred above.

1. PRICE AND VALIDITY

- All the prices mentioned in our Bid are in accordance with the terms as specified in the Bidding Documents. All the prices and other terms and conditions of this Bid are valid for entire contract duration.
- We hereby confirm that our Bid Percentage considers all taxes including goods & services tax, octroi, cess, excise. Taxes are quoted separately under relevant sections, as specified in the Bidding Document formats.
- We have studied the provisions relating to Indian income tax and hereby declare that if any income tax, surcharge on income tax, professional and any other corporate tax is altered under the Law, we shall pay the same.

2. DEVIATIONS

We declare that all the Services shall be performed strictly in accordance with the Bidding Documents and there are no deviations except for those mentioned in the bid qualifications envelope, irrespective of whatever has been stated to the contrary anywhere else in our Bid.

Further we agree that additional conditions, if any, found in our Bidding Documents, other than those stated in the deviation schedule in bid qualifications, shall not be given effect to.

3. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Bid, we agree to furnish the same in time to your satisfaction.

4. Financial Bid

We declare that our Financial Bid is for the entire scope of the work as specified in the Bidding Document. The Bid Percentage at which the Agreement is awarded shall hold good for entire term, tenure and tenor of the Agreement.

5. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the Project is awarded to us, we shall submit the Performance Bank Guarantee in the form prescribed in the Bidding Document.

We hereby declare that our Bid is made in good faith, without collusion or fraud and the information contained in the Bid is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Bid you receive. We confirm that no deviations are attached here with this financial offer.

Thanking you,

Yours faithfully,

(Signature & Seal of the Authorized Signatory)

Name : [•]

Designation : [•]

Seal : [•]

Date : [•]

Place : [•]

Business Address : [•]

Appendix 5A. Power of Attorney for Signing the Bid

*[To be printed on Non-Judicial Stamp Paper of INR 500 and duly attested by notary public]
[Please Note Stamp Duty payable for power of attorney in the State of Maharashtra as per the Maharashtra Stamp Act of 1958 is INR 500]*

Bid No.: RFP PSCDCL / Placemaking / 06 /2018 dated 22nd February,2018

KNOW ALL MEN BY THESE PRESENTS that the undersigned [name], [title] of [name of the Company] (hereinafter referred to as the "**Company**"), is lawfully authorised to represent and act on behalf of the Company, whose registered address is [Company's address], and does hereby appoint [name], [title], of [firm] of __, whose signature appears below, to be the true and lawful attorney, and authorised the said attorney to sign the bids, conduct negotiations, sign an Agreement and execute all the necessary matters related thereto, and to do all such acts, deeds, things and matters in the name and on behalf of the Company in connection with the execution, completion of the Agreement for the Company (as Contractor) for Procurement, Construction & Comprehensive Maintenance of Theme Based Placemaking at the Project Sites in Pune City under Smart City Project bearing RFP PSCDCL / Placemaking / 06 /2018 dated 22nd February,2018

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

Tender No.: RFP PSCDCL / Placemaking / 06 /2018 dated 22nd February,2018

OFFICIAL SEAL AND SIGNATURE OF THE COMPANY:

Printed Name of the Legal Representative: [•]

Signature of the Legal Representative:

Printed Name of the Attorney:

In the capacity of:

[Insert title or other appropriate designation]

Signature of the Attorney:

Company's seal:

Printed Name of the Witness:

[•]

In the capacity of:

[Insert title or other appropriate designation]

Signature of the Witness:

Address of Witness: [•]

Dated on [•] day of [•], 2018 [date of signing]

[Note: The Bidder should include such power of attorney in its Bid. Original should be couriered to the Client

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the Applicable Law.

Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board or shareholder's resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the executant.

For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by executants from countries that have signed the Hague Legalisation Convention 1961 are not required to be legalised by the Indian embassy if it carries a conforming apostille certificate.

Appendix 5B. Power of Attorney for Signing the Bid for Lead Bidder of Consortium

[To be printed on Non-Judicial Stamp Paper of INR 500] [Please Note Stamp Duty payable for Power of Attorney in the State of Maharashtra as per the Maharashtra Stamp Act of 1958 is INR 500]

Whereas the PSCDCL has invited applications from interested parties for the “Selection of Contractor for Procurement, Construction & Comprehensive Maintenance of Theme Based Placemaking at the Project Sites in Pune City under Smart City Project”.

Whereas [•] and [•], (Collectively “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP document) and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, [•] having our Registered office at [•],

M/s [•] having our Registered office at [•],

(hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. [•] having its registered office at [•], being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the PSCDCL, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the definitive Contract/ Agreement is entered into with the PSCDCL.

AND hereby agree to ratify and confirm and do hereby 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/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [•] DAY OF [•], 2018

For
(Signature)

.....
(Name & Title)

For
(Signature)

.....
(Name & Title)

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

Note:

1. *The Bidder should include such power of attorney in its Bid. Original should be couriered to the Client.*
2. *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the Applicable Law.*
3. *Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a board or shareholder's resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the executant.*
4. *For a power of attorney executed and issued overseas, the document will also have to be legalised by the Indian embassy and notarised in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by executants from countries that have signed the Hague Legalisation Convention 1961 are not required to be legalised by the Indian embassy if it carries a conforming apostille certificate.*

Appendix 5C. Joint Bidding Agreement (In case the Bidder is a Consortium)

[To be executed on Non-Judicial Stamp Paper, having appropriate stamp value as per the Maharashtra Stamp Act, 1958]

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1. (Limited, a company incorporated under the Companies Act, 1956 or 2013} and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. (Limited, a company incorporated under the Companies Act, 1956 or 2013} and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, and SECOND PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”

WHEREAS,

a) [Pune Smart City Development Corporation Limited, represented by [its CEO], having its principal office at [●] (hereinafter referred to as the “PSCDCL” , which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns); has invited bids (“Bids”) by its Tender document __ dated (“Tender”) for pre qualification and short-listing of Bidders for Selection of agency for setting up network of smart elements in Pune city.

b) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the Tender document and other bid documents in respect of the Project, and

c) It is a necessary condition under the Tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Tender.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Contract when all the obligations of the SPY shall become effective;

b) Party of the Second Part shall be {the ____ Member of the Consortium};

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the Tender document and the Contract, till such time as the Financial Close for the Project is achieved under and in accordance with the Contract.

5. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

I. Require any consent or approval not already obtained;

II. violate any Applicable Law presently in effect and having applicability to it;

III. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

IV. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

V. create or impose any liens, mortgages, pledges, claims, security interests, charges or

Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects' or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

6. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Earnest money deposit by the PMC to the Bidder, as the case maybe.

7. Miscellaneous

7.1 This Joint Bidding Agreement shall be governed by laws of (India).

7.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of PSCDCL.

Appendix 5D. Qualifications Requirements

1. List of Qualification Requirements *(Should be read in conjunction with Section 3.1.2)*

#	Qualification Evaluation Criteria	Qualification Evaluation parameter	Documentary Proof	Reference Format in Annexure
PQ _1	Years of operation	<p>The Bidder must be a registered company/contractor (as the case maybe) with either Pune Municipal Corporation/Pimpri Chinchwad Municipal Corporation /PWD /CPWD and should be operational at least 5 years prior to the Bid Submission Date.</p> <p>The Bidder should also provide a self-attested copy of license to work or registration with Pune Municipal Corporation/Pimpri Chinchwad Municipal corporation /PWD /CPWD for undertaking electrical and/or lighting works.</p>	<ul style="list-style-type: none"> - Certificate of Incorporation / Registration under Companies Act, 1956 / companies Act 2013 or - Memorandum and Articles of Association - Certificate as per Shops & Establishments Act or - Partnership Deed/ LL.P. Agreement (if applicable) or - Registration certificate or licence as a company or in capacity of an individual contractor <i>(provided that the contractor is associated with the company)</i> from PMC/ PCMC/ PWD/ CPWD. <p>(Mandatory)</p> <p>AND</p> <ul style="list-style-type: none"> - Registration certificate or licence as a company or in capacity of an individual contractor <i>(provided that the contractor is associated with the company)</i> from PMC/ PCMC/ PWD/ CPWD for undertaking electrical and/or lighting works. - Consortium Agreement which clearly states the roles and responsibilities of each member. 	Appendix - 8
PQ _2	Financial Strength - Turnover	<p>The Bidder should have an average turnover of INR 1.5 (one crore fifty lacs) for last 3 audited financial years (2014-15, 2015-16, 2016-17)</p>	<p>Certificate from statutory auditor/ company secretary, clearly specifying the annual turnover of the Bidder</p>	Appendix - 9

PQ _3	Financial Strength - Net worth	The Bidder should have a net worth of at least 30% of Estimated Cost as on the last date of latest audited financial year	Certificate from the statutory auditor/ company secretary, clearly specifying the net worth of the Bidder	Appendix - 10
PQ _4	Relevant Experience - Similar Projects 1	The Bidder must have completed 1 (one) Similar Project costing an amount equal to but not less than 80% of the estimated cost of project as specified in the BOQ. for the Similar Services of procurement and construction	Work order/ purchase order/ contract for the project. (Related to Similar Projects as defined in Section 3.1.2) Client certificate giving satisfactory status of the project	Appendix - 11
PQ _5	Relevant Experience - Similar Projects 2	The Bidder must have completed 1 (one) Similar Project costing worth at least INR 12 (Twelve) Lacs for the Similar Services of comprehensive maintenance	Service contract/ contract for the project of maintenance (Related to Similar Services as defined in Section 3.1.2) Client Certificate giving satisfactory status of the project and view of the quality of services by the Bidder	Appendix - 12

Appendix 6. Performance Bank Guarantee

Note:

- ***This is to be provided by the Selected Bidder before signing of the Agreement for the Project.***

[To be printed on Non-Judicial Stamp Paper of INR 600 as per the provisions of the Maharashtra Stamp Act, 1958 and duly attested by notary public]

IN CONSIDERATION OF Through Pune Smart City Development Corporation (PSCDCL) for Selection of Contractor for Procurement, Construction & Comprehensive Maintenance of Theme Based Placemaking at the Project Sites in Pune City under Smart City Project (hereinafter referred to as the "said Project") on the terms and conditions of the Agreement dated theday of 2018 executed between PSCDCL on the one part and the Name of the Company (Company) on the other part (hereinafter referred to as the "Agreement") and on the terms and conditions specified in the Agreement, Form of Offer and Form of acceptance of Offer, true and complete copies of the offer submitted by the Company, the said Acceptance of Offer and the said Agreement are annexed hereto. The Company has agreed to furnish PSCDCL in Guarantee of the Nationalized Bank for the sum of INR (Agreement in Words and Figures) only which shall be the security for the due performance of the terms covenants and conditions of the said Agreement. We..... Bank (Bank/Guarantor) registered in India under the [.] Act and having one of our local head office at....., do hereby guarantee to PSCDCL in department.

- i. Due performance and observances by the Company of the terms covenants and conditions on the part of the Company contained in the said Agreement, AND
- ii. Due and punctual payment by the Company to PSCDCL of all sum of money, losses, damages, costs, charges, penalties and expenses that may become due or payable to PSCDCL by or from the Company, by reason of or in consequence of, any breach, non-performance or default on the part of the Company, of the terms covenants and conditions under or in respect of the said Agreement.

AND FOR THE consideration aforesaid, we do hereby undertake to pay to PSCDCL on demand without delay demur the said sum of INR/- (Indian Rupees only) together with interest thereon at the rate prescribed under from the date of demand till payment or such lesser sum, as may be demanded by PSCDCL from us as and by way of indemnity on account of any loss or damage caused to or suffered by PSCDCL by reason of any breach, non-performance or default by the Company of the terms, covenants and conditions contained in the said Agreement or in the due and punctual payment of the moneys payable by the Company to PSCDCL thereunder and notwithstanding any dispute or disputes raised by the Company in any suit or proceeding filed before the Court relating thereto our liability hereunder being absolute and unequivocal and irrevocable AND WE do hereby agree that –

- a) The guarantee herein contained shall remain in full force and effect during the subsistence of the said Agreement and that the same will continue to be enforceable till all the claims of PSCDCL are fully paid under or by virtue of the said Agreement and its claims satisfied or discharged and till PSCDCL certifies that the terms and conditions of the said Agreement have fully and properly carried out by the Company.
- b) We shall not be discharged or released from liability under this guarantee by reason of
 - i. any change in the constitution of this bank or

- ii. any arrangement entered into between PSCDCL and the Company with or without our consent;
 - iii. any forbearance or indulgence shown to the Company,
 - iv. any variation in the terms, covenants or conditions contained in the said Agreement;
 - v. any time given to the Company, OR
 - vi. any other conditions or circumstances under which in a law a surety would be discharged.
- c) Our liability hereunder shall be joint and several with that of the Company as if we were the principal debtors in respect of the said sum of INR/- (Indian Rupees only).
- d) We shall not revoke this guarantee during its currency except with the previous consent of PSCDCL in department in writing.
- e) Provided always that notwithstanding anything herein contained our liabilities under this guarantee shall be limited to the sum of INR/- (Indian Rupees..... only) and shall remain in force until PSCDCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the Company.
- f) The Bank hereby agrees and covenants that if at any stage default is made in payment of any instalment or any portion thereof due to PSCDCL under the said Agreement or if the Company fails to perform the said Agreement or default shall be made in fulfilling any of the terms and conditions contained in the said Agreement by the Company, the Bank shall pay to PSCDCL demand without any delay or demur, such sum as may be demanded, not exceeding INR...../- (Indian Rupees.....) and that the Bank will indemnify and keep PSCDCL indemnified against all the losses pursuant to the said Agreement and default on the part of the Company. The decision of PSCDCL that the default has been committed by the Company shall be conclusive and final and shall be binding on the Bank/Guarantor. Similarly, the decision of PSCDCL as regards the Agreement due and payable by the Company shall be final and conclusive and binding on the Bank /Guarantor.
- g) PSCDCL shall have the fullest liberty and the Bank hereby gives its consent without any way affecting this guarantee and discharging the Bank/Guarantor from its liability hereunder, to vary or modify the said Agreement or any terms thereof or grant any extension of time or any facility or indulgence to the Company and Guarantee shall not be released by reason of any time facility or indulgence being given to the Company or any forbearance act or omission on the part of PSCDCL or by any other matter or think whatsoever which under the law, relating to sureties so releasing the guarantor and the Guarantor hereby waives all suretyship and other rights which it might otherwise be entitled to enforce.
- h) That the absence of powers on the part of the Company or PSCDCL to enter into or execute the said Agreement or any irregularity in the exercise of such power or invalidity of the said Agreement for any reason whatsoever shall not affect the liability of the Guarantor/Bank and binding on the bank notwithstanding any abnormality or irregularity,
- i) The Guarantor agrees and declares that for enforcing this guarantee by..... against it, the Courts at Pune, Maharashtra only shall have exclusive jurisdiction and the Guarantor hereby submits to the same;

1.....

2.....

Signed and Delivered

On behalf of (Name of Bank)

(Signature with Date)

By the hand of Mr.....

(Name of Authorised Signatory)

(Seal of the Bank)

Being respectively the Director of the Company, who in token thereof, has hereto set his respective hands in the presence of -

1.....

2.....

Address, IFSC Code, Swift Code, Phone Number, Email address and Fax Number of the controlling office of the issuing Bank Branch:

Appendix 7. **Procurement, Construction & Comprehensive
Maintenance Agreement**

[•]

Appendix 8. Years of Operation (PQ_1)

[To be printed on the Bidder's letter head and signed by the authorized signatory]

Date: dd/mm/2018

To,
The CEO,
Pune Smart City Development Corporation Ltd.,
PMC Building, Near Mangla Theatre,
Shivaji Nagar, Pune – 411 005,
(Maharashtra), India

Dear Sir/ Madam,

Please find the details of the Bidder for participation the RFP for “**Selection of Contractor for Procurement, Construction & Comprehensive Maintenance of [•] (•) Theme based Placemaking Sites in Pune City under Smart City Project**” bearing RFP PSCDCL / Placemaking / 06 /2018 dated 22nd February,2018:

#	Particulars	Details of Bidder (Lead Bidder in case of Consortium)	Details of Consortium Member (In case of Consortium)
1	Name of the organization		
2	Type of organization (private limited/ public limited/ sole proprietorship/ partnership firm/ LL.P./ HUF)		
3	Country of registered office		
4	Address of registered office		
5	Company registration details		
6	Date of registration		
7	Professional registration (COA etc)		
8	Date of professional registration		
9	Details of any global certifications		
10	PAN/ Equivalent		
11	TIN/ Equivalent		
12	No. of years of operations in India		
13	Authorized Signatory's name		
14	Authorized Signatory's designation		
15	Class II/III Digital Signature Certificate ID number of the Authorised Signatory		
16	Email and Phone Number of Authorised Signatory		
17	Authorized Signatory's contact details		

The below mentioned annexures (as applicable) have been attached for the Bidder to further demonstrate that that the Bidder has been operational at least for seven (7) years as on the Bid Submission Date and roles and responsibilities of Consortium members:

1. Certificate of Incorporation/Registration under the Companies Act 1956/ Companies 2013.

2. Memorandum and Articles of Association.
3. Certificate as per Shops & Establishments Act.
4. GST Registration Certificate.
5. Consortium Agreement (specifying the roles and responsibilities of Consortium members).
6. Partnership Deed/ LL.P. Agreement.
7. Registration certificate or licence as a company or in capacity of an individual contractor (*provided that the contractor is associated with the company*) from PMC/ PCMC/ PWD/ CPWD.
8. Registration certificate or licence as a company or in capacity of an individual contractor (*provided that the contractor is associated with the company*) from PMC/ PCMC/ PWD/ CPWD for undertaking electrical and/or lighting works.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name : [•]
Designation : [•]
Address : [•]
Telephone& Fax : [•]
E-mail address : [•]

Appendix 9. Financial Strength – Turnover (PQ_2)

[To be printed on the Bidder's letter head and signed by the authorized signatory]

Date: dd/mm/2018

To,
The CEO,
Pune Smart City Development Corporation Ltd.,
PMC Building, Near Mangla Theatre,
Shivaji Nagar, Pune – 411 005,
(Maharashtra), India

Dear Sir/ Madam,

I have carefully gone through the terms and conditions contained in the RFP tender Document for “**Selection of Contractor for Procurement, Construction & Comprehensive Maintenance of Theme Based Placemaking at the Project Sites in Pune City under Smart City Project**”, RFP PSCDCL / Placemaking / 06 /2018 dated 22nd February,2018

I hereby declare that below are the details regarding Overall turnover over last 3 financial years for our organization.

S. No.	Financial Year	Annual Revenue of Bidder (INR)
1.	2014-15	
2.	2015-16	
3.	2016-17	
Average Annual Turnover		[indicate sum of the above figures divided by 3]

Certificate from the Statutory Auditor

This is to certify that..... [Name of the Bidder] [Registered Address] has received the payments shown hereinabove against the respective years.

Name of Authorized Signatory:

Designation: [•]

Name of Bidder: [•]

(Signature of the Statutory Auditor)

Seal of the Bidder

The below mentioned have been attached to further demonstrate the financial strength of the Bidder:

1. Annual Return Filings
2. Annual Reports
3. Income Tax Filings and reports

Appendix 10. Financial Strength – Net worth (PQ_3)

[To be printed on the Bidder's letter head and signed by the authorized signatory]

Date: dd/mm/2018

To,
The CEO,
Pune Smart City Development Corporation Ltd.,
PMC Building, Near Mangla Theatre,
Shivaji Nagar, Pune – 411 005,
(Maharashtra), India

Dear Sir/ Madam,

I have carefully gone through the terms and conditions contained in the RFP tender Document for “**Selection of Contractor for Procurement, Construction & Comprehensive Maintenance of Theme Based Placemaking at the Project Sites in Pune City under Smart City Project**” bearing RFP PSCDCL / Placemaking / 06 /2018 dated 22nd February,2018

I hereby declare that below are the details regarding the net worth as per the latest financial audits for our organization as per last audited financial year.

SR. No.	Financial Year	Net Worth of Bidder (INR)
----------------	-----------------------	----------------------------------

1.	2016-17	
----	---------	--

Certificate from the Statutory Auditor

This is to certify
that..... *[Name of the
Bidder][Registered Address]*
has received the payments
shown above against the
respective years.

Name of Authorized
Signatory: [•]

Designation: [•]

Name of Bidder: [•]

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name : [•]

Designation : [•]

Address : [•]

Telephone& Fax : [•]

E-mail address : [•]

Appendix 11. Relevant Experience – Similar Projects (PQ_4)

[To be printed on the Bidder's letter head and signed by the authorized signatory]

Date: dd/mm/2018

To,
The CEO,
Pune Smart City Development Corporation Ltd.,
PMC Building, Near Mangla Theatre,
Shivaji Nagar, Pune – 411 005
(Maharashtra), India

Dear Sir/Madam,

I have carefully gone through the terms and conditions contained in the RFP tender Document for **“Selection of Contractor for Procurement, Construction & Comprehensive Maintenance of Theme Based RFP PSCDCL / Placemaking / 06 /2018 dated 22nd February,2018**

I hereby declare that the documents containing project details enclosed are the details regarding similar projects that have been taken up by our company.

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name : [•]

Designation : [•]

Address : [•]

Telephone& Fax : [•]

E-mail address : [•]

[To be made in accordance of Section 3.1.2(i)]

[make a copy of this page for each project proposed to be submitted with this document]

Project Serial No. – *[To be entered serially starting from 1 eg. Project Serial No. 1, Project Serial No. 2]*

Name of the Project

Qualifying Project

General Information

Client for which the project was executed

Name of the client contact person(s)

Designation of client contact person(s)

Contact details of the client contact person(s)

Project Details

Description of the project

Scope of work of the Bidder

Deliverables of the Bidder

0. Size of the project

1. Total cost of the project
2. Total cost of the services provided by the Bidder
3. Duration of the project (number of months, start date, completion date, current status)

Mandatory Supporting Documents:

Work order / Purchase order / Contract for the project

Client Certificate giving satisfactory status of the project and view of the quality of services by the Bidder

Appendix 12. Relevant Experience – Similar Services (PQ_5)

[To be printed on the Bidder's letter head and signed by the authorized signatory]

Date: dd/mm/2018

To,
The CEO,
Pune Smart City Development Corporation Ltd.
PMC Building, Near Mangla Theatre,
Shivaji Nagar, Pune – 411 005
(Maharashtra), India

Dear Sir/Madam,

I have carefully gone through the terms and conditions contained in the RFP for **“Selection of Contractor for Procurement, Construction & Comprehensive Maintenance of Theme Based Placemaking at the Project Sites in Pune City under Smart City Project”**.

I hereby declare that below are the details regarding similar services are been offered through internal manpower resources, owned machinery & equipment and expertise of our company.

Name of the Project	Service Line 1	Service Line 2
---------------------	----------------	----------------

General Information

Name of service line

Description of service

Percentage of annual turnover

No of years since this service is been offered

No of clients catered to under this service line (last 5 years)

No of clients currently serviced under this service line

Resources

Dedicated manpower for this service

Specialized machinery for this service

Specialised tools / equipment for this service

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name : [•]

Designation : [•]

Address : [•]

Telephone& Fax : [•]

E-mail address : [•]

Appendix 13. Bill of Quantity ("BOQ")

PROPOSED PLACEMAKING SITE – COMMUNITY FARMING AT SURVEY NUMBER. 244, BANER,PUNE – Site 1

CIVIL WORK ABSTRACT SHEET.						
Sr.No.	DSR No.	Work Description	Unit	Quantity	Rate	Amount
1.00	116628	Excavation in murum up to 1 m	Cu.M	260.81	342.00	89,198.35
2.00	116634	Excavation by JCB	Cu.M	111.78	105.00	11,736.62
3.00	116648	Transportation of excavated material	Per trip	20.00	1,085.00	21,700.00
4.00	116674	Site excavated material Filling	Cu.M	96.84	216.00	20,917.44
5.00	116666	Bought out material filling	Cu.M	145.26	662.00	96,162.12
6.00	116667	Soling	Cu.M	135.00	1,085.00	1,46,475.54
7.00	116679	P.C.C M15	Cu.M	78.34	5,165.00	4,04,641.60
8.00	116719	R.C.C for Footing	Cu.M	12.50	6,424.00	80,306.42
9.00	116731	R.C.C For U.G.T (M25)	Cu.M	13.75	8,942.00	1,22,952.50
10.00	116749	Reinforcement	M.T	2.36	57,160.00	1,35,045.64
11.00	116771	Brick masonry	Cu.M	44.26	5,830.00	2,58,032.33
12.00	116777	outer plaster	Sq.M	300.75	366.00	1,10,073.04
13.00	117005	Paver block 80 mm thick	Sq.M	96.00	912.00	87,552.00
14.00	116995	Granite flooring	Sq.M	43.49	3,212.00	1,39,701.76
15.00	121303	Supply & fixing of 200 x 200 x 60mm Permeable Paving blocks (M25 grade) of 100 % porosity over 40mm grit.(Aquasave super pervious pavers etc.)	Sq.M	270.00	1,025.00	2,76,750.00
16.00	116978	Kadappa kerb	Sq.M	126.00	915.00	1,15,290.00
17.00	116978	Kadappa stepping stone	Sq.M	109.01	915.00	99,746.44
18.00		Pebbles	Sq.M	21.70	1,200.00	26,040.00
19.00		Aggregate 2 inch	Sq.M	22.70	1,100.00	24,970.00
20.00		Sleeper wooden planks	Sq.M	3.60	7,000.00	25,200.00
21.00	116971	Kadappa flooring	Sq.M	147.00	1,037.00	1,52,439.00
22.00		Polycarbonate sheet	Sq.M	70.00	3,200.00	2,24,000.00
23.00		Nylon rope	Rmt	700.00	120.00	84,000.00
24.00	117168	Texture paint	Sq.M	28.27	550.00	15,549.00
25.00	117165	Apex exterior paint	Sq.M	240.00	180.00	43,200.00
26.00	116760	M.S work	M.T	26.34	68,548.00	18,05,387.82
27.00	116843	M.S Gate	K.G	517.63	120.00	62,115.38
28.00	117189	Chainlink fencing	Sq.M	75.00	230.00	17,250.00
29.00	119399	R.C.C pipe 150mm	Rmt	62.00	235.00	14,570.00
30.00	119449	Chember work (1 X 1.25 m) with frame	No.	2.00	6,568.00	13,136.00
31.00	119465	Inspection chember (600 X 450 X 1000 mm)	No.	5.00	4,476.00	22,380.00
32.00	116660	450 mm borwell (No.2)	Rmt	120.00	1,358.00	1,62,960.00
33.00	101181	25 mm G.I pipe with all necessary fittings.	Rmt	75.00	29.00	2,175.00
34.00		Dustbins	No.	3.00	9,900.00	29,700.00
35.00		Pre-fabricated toilets	No.	1.00	2,50,000.00	2,50,000.00
36.00		Providing and installing Wall Mounted Drinking Fountain junior combo model no 030, MAT-polished surface. SS 304 high polished stainless steel assembly Bowl 300 mm Panel size 850mm x 500 mm , fixing as per manifested specification, etc. all complete as per the direction of Engineer-in-charge.	No.	1.00	62,026.00	62,026.00
37.00		Totem pole	No.	1.00	2,55,797.00	2,55,797.00

38.0		Providing following Items as per directed by engineer incharge				
	117234	Stage (7m X 5m)	Sq.M	35.00	310.00	10,850.00
	117235	Table (6 feet X 2 feet)	No.	3.00	47.00	141.00
	117259	Kapadi Mandav	Sq.M	250.00	128.00	32,000.00
	117239	Rostrum	No.	2.00	280.00	560.00
	117237	Cushion chairs	No.	25.00	47.00	1,175.00
	117241	Fibre chairs	No.	200.00	13.00	2,600.00
	117244	Simple Arch	No.	4.00	1,135.00	4,540.00
	117242	Box type Arch	No.	2.00	4,440.00	8,880.00
	117246	Ingraugration Curtains	Sq.M	10.00	280.00	2,800.00
	117247	Flex	Sq.M	12.00	250.00	3,000.00
	117251	Drinking Water	No.	10.00	140.00	1,400.00
	117252	Matten, Carpet	Sq.M	75.00	47.00	3,525.00

CIVIL WORK ABSTRACT SHEET.						
Sr.No.	DSR No.	Work Description	Unit	Quantity	Rate	Amount
	117253	Carpet	No.	2.00	56.00	112.00
	117248	Flower pot	No.	5.00	75.00	375.00
	117250	Samai	No.	1.00	285.00	285.00
39.00	8.00	Preparing Shrubbery:- Excavating the ground to a required depth of 30 cms. Removing rubbish & conveying unwanted stuff to a required distance as directed. Filling fresh garden soil & manure in excavated area in 3:1 proportion to a height of 30 cms. Mixing garden soil and manure thoroughly well, leveling, watering on previous night. Planting well, levelling, watering on previous night. Planting well developed shrubs plants, 0.50 mtr. height, 0.45 Mtrs, apart as directed and maintaining till well established by watering, weedings, Stirring replacing, replacing casualatie etc. complete. (R.A. No. 8)	Sq. M.	675.00	553.00	3,73,275.00
40.00	11.00	Planting large flowering or Shady trees:- (Minimum Height to 2Mtr.) Digging pit with size 0.9m x 0.9m x 0.9 m Removing & conveying unwanted stuff to a required distance as directed. Filling the pit with approved excavated material up to a hight of 0.30 m. and remaining height of 0.60 m. with fresh garden soil & manure in in 3:1 proportion. Mixing soil and manure thoroughly well, leveling, as directed, watering previous night. Planting two or three year old, minimum 2.0 mtr. mtr. hight, healthy tree sapling as per specifications. Maintaining till well established by watering, weedings, Stirring of soil, staking, replacing of casualties etc. complete.	Per No.	45.00	745.00	33,525.00
41.00	1.00	GARDEN SOIL : Supplying on site garden soil well sieved 90% to pass through I.S. sieve of 10 mm size free from stones rubbish like dried grass roots and other such materials. The soil should be fresh from quarry. The colour of the soil generally be red. The soil will be	Cu.M	243.00	665.00	1,61,595.00

		measured by measuring box. (Farma) (Item includes Royalty charges., Transporting, loading unloading etc.)				
		lead charges for 20 k.m. is considered				
42.00	2.00	FARM YARD MANURE : Supplying on site well decayed, well dried, well powdered, without clods and free from stones, dried grass and other rubbish material. The colour of the manure generally be black. The manure will be measured by measuring box. (Farma) (Item includes Transporting, loading unloading etc.) lead charges for 20 k.m. is considered	Cu.M	81.00	775.00	62,775.00
43.00	2.00	Filling fresh garden soil/silt & manure in excavated area including lead up to a distance of 50 Mtrs. (PWD- CSR 2014-15, page no-12, So.No.09 I no-9/1)	Cu.M	324.00	85.00	27,540.00
44.00	3.00	Mixing garden soil/silt & manure thoroughly well, watering previous night. Planting required plant species, lawn grass as directed etc. complete. (1/10 of semiskilled labour)	Sq.M	720.00	43.20	31,104.00
					D.S.R Item	52,89,501.00
					Non D.S.R Item	9,81,733.00
					TOTAL	62,71,234.00

ELECTRICAL WORK ABSTRACT SHEET.					
Sr.No. D.S.R No.	Description	Unit	Quantity	Rate	Amount
1.00	PANELS & DISTRIBUTION BOARDS.				
123200	L.T 6 way feeder pillar/control pannel	No.	1.00	85,500.00	85,500.00
123209	MCCBs 100 Amps (7.5 ka)	No.	1.00	2,625.00	2,625.00
123809	SPMCB 6A to 32A B-series	No.	25.00	162.00	4,050.00
123812	SPMCB 40A to 63A B-series	No.	15.00	325.00	4,875.00
123814	DPMCB 6A to 32A B-series	No.	6.00	476.00	2,856.00
123816	DPMCB 40A to 63A B-series	No.	6.00	657.00	3,942.00
123823	Supplying, erecting & marking FPMCB 6A to 32A in provided distribution board as per specification No. SW-SWR/MCB	No.	2.00	1,068.00	2,136.00
123824	Supplying, erecting & marking FPMCB 40A to 63A in provided distribution board as per specification No. SW-SWR/MCB	No.	2.00	1,392.00	2,784.00
123249	L.N.T Make timmer	No.	1.00	1,800.00	1,800.00

2.0 EARTHING

2.01	123253	Earthing Job for pole (Plate size 150 X 150 X 0.6mm)	No.	5.00	375.00	1,875.00
2.02		Earthing Job for pole (Plate size 600 X 600 X 6mm)	No.	2.00	8,500.00	17,000.00

3.0 Cables

3.01	123853	3 X 2.5 Sq.mm armoured cable make polycab/ Finolex	Rmt	500.00	104.00	52,000.00
3.02	Nagpur	Supplying, erecting & terminating PVC armoured cable 4	Rmt	495.00	296.00	1,46,520.00
	CSR	core 4 sq mm copper conductor continuous 5.48 sq mm				
	7-2-9	(12SWG)G.I. earthwirecompleteerectedwithglands&				
		lugs, on wall/ trusses/pole or laid in provided trench/				
		pipe as per specification no. CB-LT/CU				
3.03	123366	Supplying and erecting Siemens type brass cable glands	No.	25.00	30.00	750.00
		for 3 to 4 core 16 Sq.mm./3 to 4 core 25 Sq.mm. /3 core				
		35 Sq.mm. for PVC / XLPE armoured				
		Cable				
4.00		HDPE PIPE				
4.01	122940	HDPE PIPE 50 mm	Rmt	1,400.00	84.00	1,17,600.00
5.00		JUNCTION BOXES				
5.01	123234	Junction box 30 X 20 X 10 C.M.	No.	45.00	525.00	23,625.00

6.0 Supply, Installation (Consealed or Surface), Testing & Commissioning decorative light fixtures as selected by

		Architects.				
6.01		6 W LED Bollard Light Fixtures K lite 5583 Ip 65 Circular	No.	39.00	5,399.00	2,10,561.00
		90smdled,IP65Compliant,Die-cast aluminium powder				
		coated, Grafite black finish.				
6.02		Surfacemounted 8W LEDDownlighterssurfacecylinder	No.	4.00	5,304.00	21,216.00
		, IP 54 Compliant cree LED (3000k) Die-cast aluminium				
		powder coated. (make Hans Lighting Pvt. Ltd.)				
6.03		3 W LED Path Finder 2759 Die-cast aluminium powder	No.	12.00	2,726.00	32,712.00
		coated Light Fixtures. Degree of Beam(°) 80 , IK Rate 10,				
		Input V 24VDC , Current (mA) 110mA.				
6.04		3 W LED recessed canopy light Cat No: HLO-6753 Die-	No.	56.00	1,251.00	70,056.00
		cast aluminium powder coated Light Fixtures. Degree of				
		Beam(°) 25 , Input V 5VDC , Current (mA) 700mA, (make				
		Hybec Lighting Pvt. Ltd)				
6.05		mobile charging units-usb type sockets	No.	6.00	2,588.00	15,528.00

ELECTRICAL WORK ABSTRACT SHEET.					
Sr.No. D.S.R No.	Description	Unit	Quantity	Rate	Amount
6.06	AOST-HEM 04 50 W LED street Lights fixtures code AOST-HEM 04 to be mounted on a pole as shown in the drawing. The cost of light fixture bracket and 4 m pole. The pole PU painted with suitable pole cap & in built junctionbox for control gears of light fixtures. is included in this rate. with LED Cree XTE--R4; chip;50w;AC220V; 6500K; Aluminum alloy body with plastic coated surface;IP65; 2 Years warranty / With 4 mtrs Pole (make ASTRIA ELECTRONICS PVT.LTD.)	No.	3.00	35,100.00	1,05,300.00

7.0 SOLAR POWER PLANT

7.01	4 kWp (with net metering) (as per MNRE)	Job	1.00	3,45,000.00	3,45,000.00
7.02	Building intigrated photo voltaic pannels 6kv. With net Metering	Job	1.00	5,17,500.00	5,17,500.00
8.00	Supply, Installation of 3KWP GRID TIE SOLAR TREE SYSTEMasperdetail given. Solar PVModulesSuitableof 3KWp Capacity, Solar PV Module mounting structure withSunTrackingSystem, 3KW, 3PhaseGrid Tielnverter / PCU, 4 PLC based Tracking/ Tilt System, Integrated WI Fl, 40 Watts (4 Nos) led Mast on Tree and 9 Watts (4 Nos) Led at bottom side, LED based advertising / Display Board, 8 CCTV Camera 2 Nos., Weather Monitoring system showing Temp / Humidity and Nox level in PPM, Lighting arrestor and Earthing, Installation, Testing and Commissioning, etc. all complete as per the direction of Engineer-in-charge.	Job	1.00	8,05,000.00	8,05,000.00
9.00	Providing Sound System (Mike, Speaker, Mixer, L/S Amplifier), Generator (Back-up), Power supply, cabling, Temporary lightening system etc as per directed by electrical engineer incharge.				1,50,000.00
10.00	Photography, Videography, Social Media	L/S			1,50,000.00
11.00	Net metering permissions and process.	L/S			1,00,000.00
				D.S.R Item	3,06,418.00
				Non D.S.R Item	28,92,811.00
				TOTAL	31,99,229.00

IRRIGATION WORK ABSTRACT SHEET.						
Sr.No.	DSR No.	Description of Work	Unit	Quantity	Rate	Amount
A] PIPE						
1.00		Providing, Fixing, Testing & Commissioning of Irrigation HDPE Pipes with including all Accessories, all material, labour , taxes, etc all.				
a)	133	63 mm x 6 kg	Mtrs.	150.00	419.00	62,850.00
b)	131	40 mm x 6 kg	Mtrs.	200.00	173.00	34,600.00
					Sub-Total -A	97,450.00
B] VALVES						
1.00	39	3/4" Quick Coupling Valve (QCV) of solid brass construction with Key Make - Jain /Harrit / Rain Bird	No.	8.00	1,446.55	11,572.40
2.00	53	PVC flush valve 40 mm Make - Jain / Plasson / Kisan	No.	10.00	89.02	890.20
3.00	50	PVC Ball Valve40 mm (Teflon seal)Make - Jain / Plasson / Kisan	No.	10.00	589.45	5,894.50
4.00	46	1.5" Plastic body Hydraulic Pressure Realese Valve with Stainless steel spring & shaft & nylon fabric diaphragm. Make - Bermad / Hunter / Nelson/ Rain BirdBermad / Hunter / Nelson/ Rain Bird	No.	1.00	23,863.14	23,863.14
					Sub-Total - B	42,220.24
C] DRIP						
1.00	61	16 mm In-Line Drip Tubing of class-2 with in-built 4 LPH Pressure Compensating (PC) emitters spaced @ 0.6 mtr. Make - Jain /Netafim / Finolex / Rain Bird	Mtrs.	1,672.00	22.60	37,787.20
					Sub-Total - C	37,787.20
D] VALVE BOXES						
1.00	66	Valve Boxes 6", Round shape with openable top green cover Make - Jain /Toro /Nelson/ Rain Bird	No.	10.00	280.15	2,801.50
					Sub-Total - D	2,801.50
E] FILTERS						
1.00	54	Clean master 25 m3/hr Make - Jain /Amiad / Kisan/ Metafim	No.	1.00	29,732.01	29,732.01
					Sub-Total - E	29,732.01
F] Pumping Unit						
	163	Vertical Openwell Submersible Pump Set - 3 HP/ 2 stage Head - 37 to 8 mtrs Discharge - 200 to 800 LPM Make - KSB, Kirloskar, Crompton	No.	1.00	34,050.00	34,050.00
	101207	1.5 Hp pump laxmilada C.R.I tecso etc.	No.	2.00	42,060.00	84,120.00
					Sub-Total - F	1,18,170.00
G] CIVIL WORKS						
1.00		Earthwork Excavation, Backfilling with good earth and removal of excess earth Depth of cutting for mainline = 0.45 m Depth of cutting for distribution line = 0.45 m, including all labours, all taxes if any.				
	116628	Soft Murum	Cu.M	48.00	342.00	16,416.00
					Sub-Total - G	16,416.00
					Grand Total (A to G)	3,44,576.95

BILL OF QUANTITIES FOR COMMUNITY FARMING SITE 1)			
AT BANER, PUNE.			
SUMMARY FOR BILL OF QUANTITIES			
Sr. No	Item Description	D.S.R	NON D.S.R
		Item Amount	Item Amount
1	CIVIL WORK/Plantation	52,89,501.00	9,81,733.00
2	ELECTRICAL WORK	3,06,418.00	28,92,811.00
3	IRRIGATION WORK	3,44,576.95	
	Total	59,40,496.00	38,74,544.00
	TOTAL AMOUNT	98,15,040.00	

**PROPOSED PLACEMAKING SITE - BOOKZANIA
AT SURVEY NUMBER. 23, BALEWADI,PUNE – Site 2**

TENDER ABSTRACT+A2:G116						
Name Of work: BOQ for Bookzania						
Sr. No.	Item code	Particulars	Qty	Unit	Rate	Total Amount (in Rs.)
A		Civil Work (DSR Item)				
1	116628 (Bhavan Part 1-1-1, Pg no -1)	Excavation for foundation in ----- including removing the excavated material up to a distance of 50 m. beyond the building area & stacking and spreading as directed, dewatering, preparing the bed for the foundation and necessary back filling, ramming, watering including shoring and strutting etc. complete. (Lift upto 1.5 m.)	371.3 6	Cum	342.00	1,27,004.44
2	116667 (Bhavan Part - 2 - 2 - 1, Pg no - 9)	Providing dry/ trap/ granite/ quartzite/ gneiss rubble stone soiling 15 cm to 20 cm thick including hand packing and compacting complete.	189.8 1	Cum	1,085.00	2,05,938.64
3	117807 (Bhavan Part - 3 - 2 - 3, Pg no - 12)	Nominal Mix of 1:3:6 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) (P.C.C.)	86.21	Cum	4,261.00	3,67,338.68
4	118001 (Road Part 5-26-1, Pg no -29)	Providing and fixing of cement concrete Kerb Stone of M-20 grade	161.3 0	rmt	446.00	71,939.80
5	116750 (Bhavan Part - 4-4-1, Pg no - 24)	Structural Steel - Trusses,Base plates, Gusset plates etc.	7.67	MT	66,580.00	5,10,668.60
6	118100 (Road Part - 7 - 5, Pg no - 48)	Road Painting As per PMC road DSR part -7-5)	28.80	Sqmt	71.00	2,044.80

7	PMC DSR Garden Dept Civil 2017-18 (Item no 22 Pg no- 5)	Unfinished Flamed sadarhalli granite polished - Providing and fixing 100mmX 100mm size Unfinished Flamed sadarhalli granite polished in 1:6 cement mortar on 50 mm cement bedding in required slope and pointing, nosing, watering etc. complete as directed by the Engineer-in-charge (Inclusive of all taxes)	132.0 0	Sqmt	4,403.81	5,81,302.92
8	PMC DSR Garden Dept Civil 2017-18 (Item no-39 Pg no- 7)	Providing and laying natural finish cobble stone (Machine cut Block Granite stone) of size 50mm-55mm thick and joint to be filled with mortar 1:6 and embedded in 50mm thk concrete bedding, patterns as per detail drawings, all necessary fixing arrangement, watering etc complete as directed by Engineer-In-Charge.	20.00	Sqm	1,791.00	35,820.00
9	118022 (Road Part 5-36, Pg no - 33)	Stamped Concrete :- Thin overlay approximately 1/32" to 5/16"(thicker application may be nessecery in some situations) of stamped concrete overlays over M-20 concrete of 100mm thick-surface, interior, applied smooth, textured or stamped in various patterns and designs using stamps and seamless texture skins, then antiqued, chemically stained or integrally colored and sealed with the appropriate coating. Systems sealers or protective top coats according to the job conditions and specifications. (including the cost of M-20 concrete of 100 mm thickness & Cement Content 325 kg / cum)	310.0 0	sqmt	1,882.00	5,83,420.00

10	PMC DSR Garden dpt. Civil 2017-18, (item no 16, Pg no - 4)	CAST IN SITU SAFETY RUBBER FLOORING SYSTEM WITH including 20 mm thick SBR Black Rubber Granule and 5 MM colour EPDM granule absolute thickness =25 mm. (as per drawing attached) etc. including vat, tax complete. Manufacturers warranty is 5 years.	92.00	sqmt	4,250.00	3,91,000.00
11	PMC DSR Garden dpt. Civil 2017-18, (item no 51, Pg no - 8)	Acupressure Bed - Providing and laying Natural finished graded Pebbles fixing on 50mm thk sand mortar bedding in 1:6 cement mortar etc on P.C.C. complete as per drawing as specified as directed by Engineer-in-charge. (including material and labor charges excluding P.C.C. complete.)	12.75	cum	1,869.00	23,829.75
12	PMC DSR Garden dpt. Childrens play equipment s 2017-18 (item no- 104, Pg no- 20)	Dust bin (Aluminium)Model no - PDDG12	2.00	Nos	10,100.00	20,200.00
13	As per KDMC approved rate	Security Cabin	1.00	Nos	72,600.00	72,600.00
14	As per KDMC approved rate	Tool Room (Store room)	1.00	Nos	72,600.00	72,600.00
A.1		Civil Work (Non DSR)				
15	Non DSR	Single book	1.00	nos	1,66,500.00	1,66,500.00
16	Non DSR	Swing Book	1.00	nos	2,79,000.00	2,79,000.00
17	Non DSR	Bus Installation	1.00	nos	4,48,875.00	4,48,875.00
18	Non DSR	Graffiti Wall	45.63	sqm	5,179.00	2,36,317.77

19	Non DSR	Climbing book Wall	1.00	nos	3,18,375.00	3,18,375.00
20	Non DSR	Book Seating	1.00	nos	1,33,875.00	1,33,875.00
21	Non DSR	Activity table	1.00	nos	1,33,875.00	1,33,875.00
22	Non DSR	Black Board	3.00	nos	39,000.00	1,17,000.00
23	Non DSR	Seating	4.00	nos	12,578.13	50,312.50
24	Non DSR	Tree Grating	17.00	nos	28,500.00	4,84,500.00
25	Non DSR	Easels (Painting Board)	4.00	nos.	7,931.25	31,725.00
26	Non DSR	Seating (painting boards)	2.00	nos	3,836.25	7,672.50
27	Non DSR	Book box	1.00	nos	40,000.00	40,000.00
28	Non DSR	Board games (table and seating	1.00	job	3,58,875.00	3,58,875.00
29	Non DSR	Kiosk	1.00	nos	80,000.00	80,000.00
30	Non DSR	Signage	1.00	nos	42,750.00	42,750.00
31	Non DSR	Gate	1.00	nos	1,57,700.00	1,57,700.00
32	Non DSR	E - Toilet	1.00	nos	2,50,000.00	2,50,000.00
33	Non DSR	Benches	3.00	Nos.	84,600.00	2,53,800.00
34		For Books				
34.1	Non DSR	Physical Book			Lumpsum	3,50,000.00
34.2	Non DSR	E-Books			Lumpsum	2,50,000.00
B		Horticulture				

35	PMC DSR garden dpt. 2017-18 , (Item no-3, Page no -2)	Preparing instant Lawn:- Excavating the ground to a required depth of 20cms, removing & conveying unwanted stuff to a required distance as directed. Filling fresh garden soil/silt & manure in excavated area in 3:1 proportion to a height of 20cms. Mixing garden soil and manure thoroughly well, levelling, watering on previous night. Planting required variety of lawn grass as directed and maintaining till well established by watering, weeding, clipping, rolling etc. complete.	51.70 0	Sqmt	688.80	35,610.96
36	PMC DSR garden dpt. 2017-18 (Page no - 3, Item no- 8)	Preparing Shrubbery:- Excavating the ground to required depth of 30cms, removing and conveying unwanted stuff to a required distance as directed. Filling fresh garden soil & manure in excavated area in 3:1 proportion to a height of 30cms. Mixing garden soil and manure thoroughly well, levelling, watering, on previous night. Planting well-rooted shrubs 0.5 Mtrs.apart as directed and maintaining till well established by watering, weeding, stirring replacing of casualties etc, complete. (P&G-DSR,14-15) P-8 / It.8+5 %C.A.	24.50 0	Sqmt	580.65	14,225.93

37	PMC DSR garden dpt. 2017-18 , (Item no-12, Page no -4)	Planting large flowering / shady trees(Ht. to 2 mtr.) Digging pit with size 0.9 X 0.9m X 0.9 m removing and conveying unwanted stuff to a required distance as directed. Filling the pit with approved distance as directed Filling the pit with approved height of 0.60m. with fresh garden soil & manure in 3:1 proportion Mixing soil & manure thoroughly well. leveling, as directed watering previous night planting two to three years old minimum 2.0 mtr. height healthy tree sapling as per specifications. maintaining till well established by watering, weeding, stirring of soil replacing of casualties etc complete (Small Tree)	12.00	Nos.	851.55	10,218.60
38		Areca plam (Rate Analysis)	3.00	Nos.	880.58	2,641.75
39		Irrigation	77	sqm		70,076.00
C		Electrical				
	Group A	SWITCHEARS, MCB DB, PANELS				
		Incommer & Distribution Board				
40	123684 (Elec Part 10-13, Pg no-92)	Providing & fixing M.S. 16 Gauge junction box with removable base plate with wooden plank inside for single /3 phase M.S.E.B. service connection with main swithes distribution board indicators with necessary fixing accessories including providing proper earthing	1	Nos	6000	6,000.00
41	123835 (Elec Part 24-2, Pg no-100)	"Supplying & erecting triple pole and neutral distribution board (TPNDB) with door surface/ flush mounted SP / TP MCBs total 12 ways, on iron frame/wooden board.(Vertical Busbar type) as per specification No. SW-SWR/MCBDB"	1	Nos	5180	5,180.00

42	123826 (Elec Part 23-19, Pg no-98)	Supplying, erecting & marking TPN MCB 40A to 63A, C series in provided distribution board as per specification.	1	Nos	1311	1,311.00
43	123825 (Elec Part 23-18, Pg no-98)	Supplying, erecting & marking TPN MCB 6A to 32A, C- series in provided distribution board as per specification	3	Nos	987	2,961.00
44	123818 (Elec Part 23-11, Pg no-97)	Supplying, erecting & marking SPN MCB 6A to 32A, C- series (for motor/power) in provided distribution board as per specification .	1	Nos	433	433.00
	Group B	CABLES, EXCAVATION, G.I. CABLE TRAYS & ACCESSORIES, CABLE JOINTS, CABLE PROTECTION PIPE.				
		Cables : Supply & laying " XLPE cables" on walls or through existing trenches etc.				
45		LV Cables of following sizes to be laid buried in ground/ laid in cable trays in ready made trenches, cables shall be fitted on wall / ceiling by the means of saddle & spacers. Miscellaneous items such as cable dressing accessories like nylon tie, Aluminium clamps, GI cleats, cable tags etc. are included in the scope. Removal of empty drums, cartoons and making the site normal as instructed by Purchaser client is included in scope.				
		1.1 kV grade stranded Al conductor, XLPE insulated, extruded PVC inner and outer sheathed, galvanised steel round or strip armoured cables				
		3.5 core X 70 SQ. mm. AL XLPE Armoured cable	UR	Mtrs.		

		3.5 core X 50 SQ. mm. AL XLPE Armoured cable	UR	Mtrs.		
		3.5 core X 35 SQ. mm. AL XLPE Armoured cable	UR	Mtrs.		
		3.5 core X 95 SQ. mm. AL XLPE Armoured cable	UR	Mtrs.		
		3.5 core X 120 SQ. mm. AL XLPE Armoured cable	UR	Mtrs.		
		3.5 core X 150 SQ. mm. AL XLPE Armoured cable	UR	Mtrs.		
	123014 (Elec Part 2-35-35.5, Pg no-18)	3.5 core X 25 SQ. mm. AL XLPE Armoured cable	50	Mtrs.	113	5,650.00
		DSR rate + Installation rate				
		98+15=113				
		4 core X 16 SQ. mm. AL XLPE Armoured cable	UR	Mtrs.		
		4 core X 10 SQ. mm. AL XLPE Armoured cable	UR	Mtrs.		
		4 core X 6 SQ. mm. AL XLPE Armoured cable	UR	Mtrs.		
		2core X 2.5 SQ. mm. AL XLPE Armoured cable	290	Mtrs.	110	31,900.00
	123089 (Elec Part 2-PMC-TR 9-1, Pg no- 24)	supplying and laying of multicore armoured solid core copper conductor, PVC insulated & sheated, cable of 1.5 sq.mm - ISI mark 4 Core	170	Mtrs.	103	17,510.00
		(90 +13 = 103)				
	AC	Cable End Termination For Aluminium Cables : (SP-METS-6)				

46		Cable end terminations for LV, XLPE/PVC insulated, PVC sheathed, armoured/ unarmoured cables including supply and fixing of Double compression cable glands, stripping of cable insulation, supply and fixing of aluminium lugs for aluminium cables for all phases and crimping the same to the conductor for the following cables. Miscellaneous items like cable lugs, G.I nut - bolts and G.I washers , consumables and other hardware materials as required to make the installation complete, are in the scope. All G.I Nut, bolt and washers shall be HDGI with 80 micron. One set of termination includes gland, lugs for cable core & accessories				
		2C x 2.5 Sq.mm	45	Set	150	6,750.00
		4C x 6 Sq.mm	UR	Set		
		4C x 10 Sq.mm	UR	Set		
		4C x 25 Sq.mm	8	Set	340	2,720.00
		3.5C x 70 Sq.mm	UR	Set		
47		Providing & laying Hume pipe across road or below the plinth beams and buried cable protection				
		Supply and laying of Heavy duty RCC Hume pipe for road crossing, below plinth beam of following size as diameter.				
	122946 (Elec Part 1-2-1, Pg no- 10)	150mm dia Full RCC pipe with collar	30	Mtr.	150	4,500.00
	AN	Supply & Laying of double wall corrugated (DWC) pipes of HDPE for underground cable protection				

48		Supply & Laying of double wall corrugated (DWC) pipes of HDPE for underground cable protection as per IS 14930 Part II. With necessary connecting socket/couplings, tees of some material at required depth up to 900 mm below road ground surface. backfilling of with light ramming is included in the scope.				
		120 mm OD / 103.5 mm I.D.	90	RMtr	133	11,970.00
	123320 (Elec Part 5-29, Pg no-52)	pipe & Pipe Earthing				
49	123320 (Elec Part 5-30, Pg no-53)	Providing earthing to the 11/22 KV Dist Trnsformer centre by using following items as per method of const. & I.E. rules(concreting earthing to respective equipments) a) 50 mm dia. 6ft. Long cast iron pipe with fixing of flange with pit digging and refilling of the same with coal salt fine sand & surrounded by soft soil b) Salt 25 Kg for each pit c) Coal dust 25 Kg for each pit d) 25 X 3mm GI strip to be used for earthing of double Neutral. e) 25 x 3mm GI strip for DP structure X' mer double body earth equipmentcable earth etc. f) GI nut bolts with washers.	1	Nos.	6750	6,750.00
		Earthing Continuity Conductors				
50		Supply & installation of Earth conductor of the following sizes to be cleated on wall / columns with nuts & bolts or laid in cable tray / buried in ground including cutting, drilling, tapping, jointing by welding, connecting to equipments, painting to welded portion by black bitumen paint and with all necessary GI hardware & accessories to complete the work				

		25 x 6mm GI	20	Mtr.	115	2,300.00
		Bare G.I Conductor size 8SWG	90	Mtr.	24	2,160.00
		Cable Chambers RCC /Brick Cable Chamber with suitable Cover (RCC/CI) size 1200 X 1200X 1000 deep	3	Nos	15000	45,000.00
Group D		LIGHTING , POLES & ACCESSORIES				
51		Civil Foundation For 3. mtr Decorative street light Poles with the help of j type foundation bolts.including excavation & RCC work.	7	Nos	2625	18,375.00
52	fair item	civil work for recessed & ground burrial lights , including the chipping & excavation & fixing of mounting boxes in the walls/ ground	12	Nos	265	3,180.00
53	fair item	civil work for ground burrial lights & drainage for creating the maze , including the chipping & excavation & fixing of mounting boxes in the ground .	1	L/S	21150	21,150.00

54	fair item	<p>NERI LED FIXTURE - LIGHT 851-40-45W Power Module LED, 3000K, - MOUNTED AT POST TOP POLE</p> <p>Neri-Light 851:it's upper square frame made in die cast aluminum, auxiliary and optical compartment can be accessed by tilting the top frame,Bottom frame made in die cast aluminum with four-armed bracket with flange and a hole (Ø 28 mm) for attachment to the support.</p> <p>Screen made in polymethylmethacrylate (PMMA)molded in a single piece. Impact resistance: IK06.</p> <p>Pure polyester powder coating in Standard NERI Grey Colour. IP Rating - IP 66.</p> <p>Height – 605mm, Length - 325mm, Width - 325mm,Weight - 6Kg, Area Exposed to Wind(S) - 0.065 m2</p> <p>Power LED's Module (with CREE-XPG2 LED's - Individual LED's Minimum Luminous Flux (lm) is 139lm @ 350 mA (@ 85 °C) same should be supported by LED manufacturer's tech sheet) in compliance with EN62031(supporting type test report should be submitted), on Printed Circuit Board with metal core plate. Colour Rendering Index: Ra > 70. Electronic Power Supply for LED Module, which offers Protection against Short Circuit, Over- Voltage & Over-Current, with in-built surge protection upto 1.5kv(an additional surge protection device of 10kV also provided in-built the fixture). Optics with refractive lens (Polycarbonate), UV Resistant & Shock Resistance IK10.LM80 Reported LED Lifetime is L90@ 50,000hours minimum.(same should be supported by LM 80 report from</p>	7	Nos	43075	3,01,525.00
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		NVLAP accredited lab) & Estimated LED Lifetime is L80 @ 100,000 hours(Ta-25°C) minimum. Approved Brands: Neri /Schreder / Hess				
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55	fair item	<p>3M height Pole Made of hot dip galvanised mild steel pipe section 114mm dia.x1000mm,& 76mm dia.x2000mm. Arch. Base design starts with 322mm Dia. ring , radially tapers to 215mm for a height of 70mm, which is followed by a ring of 215mm dia,, then radially tapers to 135mm for a height of 115mm .Total weight of the base is 15 Kgs. & height of the base is 235mm . Ring-1(114mm/76mm- 180mm(Dia.) & 125mm(H),weight- 4kgs.) & Top Ring-(125mm(Dia.) & 125mm(H),weight- 3kgs.) are made of cast iron. Entire pole including all the cast iron elements shall be made to provide pleasing aesthetics as approved by Concerned Engineer in-charge. After Fabrication Entire Pole is hot dip galvanized(60 microns Minimum) for the effective corrosion resistance . The hot dip Galvanised pipe should be provided with an inbuilt box to fix 32A connectors and 6A MCB - the inbuilt box should have a flush door of required size. The decorative pole to be mounted on a suitable size steel plate. This mounting steel plate along with foundation 'J' bolts of suitable size to be used for ensuring firm grouting into the specially designed RCC foundation. wind pressure calculation as per IS 875(part-3) & structural calculation report as per EN40 should be submitted to verify the pole design. Pole & Cast iron parts are painted in 3 layer coating(coating thickness-100 microns minimum) in which 1st layer with etch primer, 2nd layer with epoxy primer & 3rd final layer with PU paint - customised colour Metallaic NERI Grey.Approved Brands: Neri /Schreder / Bega</p>	7	Nos	27200	1,90,400.00
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56	fair item	SITC Of 6W 3000K Ground burrial lights IP 66 IK 08, complete with the ground burrial Kit equivalent brands Neri / Schreder/ Hess/Bega	12	Nos	4905	58,860.00
57	fair item	SITC Of suspendedLed fixture - Keselec-Light Band -seamless light fixture -18W,LED,1600 lm, 3000k CCT, Electronic Driver which offers Protection against Short Circuit, Over- Voltage & Over-Current, IP protection,CRI > 70,voltage input AC100-240V.Body-Extrusion aluminium Body with screen in PMMA Sheet.Body colour-natural andised alluminium finish Matt ,Dimension- 1200mm(L)x100mm(H)x95mm(D) . Estimated Lifetime-L70 @ 50,000hours minimum. to be suspended from top with the support of side graffiti wall . equivalent brands keselec/ vinled /merrylight	17	Nos	7030	1,19,510.00
58	fair item	SITC of colour RGB color changing in LED strip along with DMX control system IP67 and covering with unbrakable opeque Material /Glass.The led strip must be min18W per mtr.equivalent brands Neri / Schreder/ Hess/Bega/ vinled / Merrylight	76	Mtr	7587	5,76,612.00
60		3KWp Grid Tie Solar Tree Syatem				
60.1		Solar PV Modules Suitable of 3KWp Capacity				8,05,000.00
60.2		Solar PV Module mounting structure with Sun Tracking System				
60.3		3KW, 3Phase Grid Tie Inverter / PCU				
60.4		PLC based Tracking / Tilt System				
60.5		Integrated WI-FI				
60.6		40 Watts (4 Nos) led Mast on Tree and 9 Watts (4 Nos) Led at bottom side				

60.7		LED based advertising / Display Board				
60.8		CCTV Camera 2 Nos.				
60.9		Weather Monitoring system showing Temp / Humidity and Nox level in PPM				
60.10		Lighting arrestor and Earthing				
61.11		Installation, Testing and Commissioning				
D		Miscellaneous Item (DSR Item)				
		Providing following Items as per directed by engineer incharge				
61	117234 (Bhavan Part - 15-2-2, Pg no - 104)	Stage (7m X 5m) (Refer PMC DSR B - 117234)	35.00	Sqm	310.00	10,850.00
62	117235 (Bhavan Part - 15-3-A, Pg no - 104)	Table (6 feet X 2 feet) (Refer PMC DSR B - 117235)	3.00	Nos	47.00	141.00
63	117259 (Bhavan Part - 15-20-20, Pg no - 108)	Kapadi Mandav (Refer PMC DSR B - 117259)	250.00	Sqm	128.00	32,000.00
64	117239 (Bhavan Part - 15-3-E, Pg no - 104)	Rostrum (Refer PMC DSR B - 117239)	2.00	Nos	280.00	560.00
65	117237 (Bhavan Part - 15-3-C, Pg no - 104)	Cushion chairs (Refer PMC DSR B - 117237)	25.00	Nos	47.00	1,175.00
66	117241 (Bhavan Part - 15-3-G, Pg no - 104)	Fibre chairs (Refer PMC DSR B - 117241)	200.00	Nos	13.00	2,600.00
67	117244 (Bhavan Part - 15-5-5, Pg no - 105)	Simple Arch (Refer PMC DSR B - 117244)	4.00	Nos	1,135.00	4,540.00

68	117242 (Bhavan Part - 15-4- 1, Pg no - 105)	Box type Arch (Refer PMC DSR B - 117242)	2.00	Nos	4,440.00	8,880.00
69	117246 (Bhavan Part - 15-7- 7, Pg no - 106)	Ingraugration Curtains (Refer PMC DSR B - 117246)	10.00	Sqm	280.00	2,800.00
70	117247 (Bhavan Part - 15-8- 8, Pg no - 106)	Flex (Refer PMC DSR B - 117247)	12.00	Sqm	250.00	3,000.00
71	117251 (Bhavan Part - 15- 12-12, Pg no - 107)	Drinking Water (Refer PMC DSR B - 117251)	10.00	Nos	140.00	1,400.00
72	117252 (Bhavan Part - 15- 13-13, Pg no - 106)	Matting, Carpet (Refer PMC DSR B - 117252)	75.00	Sqm	47.00	3,525.00
73	117253 (Bhavan Part - 15- 14-14, Pg no - 106)	Carpet (15 feet X 10 feet) (Refer PMC DSR B - 117253)	2.00	Nos	56.00	112.00
74	117248 (Bhavan Part - 15-9- 9, Pg no - 106)	Flower pot (Refer PMC DSR B - 117248)	5.00	Nos	75.00	375.00
75	117250 (Bhavan Part - 15- 11-11, Pg no - 106)	Samai (Refer PMC DSR B - 117250)	1.00	Nos	285.00	285.00
76		Smart City Shila as per directed by engineer incharge				75,000.00
77		Electrical Items				
77.1		Providing Sound System (Mike, Speaker, Mixer, Amplifier), Generator (Back-up), Power supply, cabling, Temporary lightening system etc as per directed by electrical engineer incharge (Refer PMC DSR)				1,50,000.00

77.2		Photography, Videography, Social Media				65,000.00
		Total Amount (1 to 77)				99,99,583.63

Recapitulation Sheet	
	Cost (INR)
Site- 1 Community Farming	98,15,040.00
Site- 2 Bookzania	99,99,583.63
TOTAL COST OF THE PROJECT	19834623.63

Appendix 14. Details of any Past or Pending Litigation or Arbitration Proceedings, References, Claims or Demands, as the case may be

Appendix 15. Integrity Pact Format

(To be executed on plain paper and submitted along with the Qualification Bid. To be signed by the Authorised Signatory of the Bidder)

This integrity Pact is made at [•] on this [•] day of [•] 2018.

BETWEEN

Chief Executive Officer, Pune Smart City Development Corporation Limited, Pune Municipal Corporation Main Building, Shivaji Nagar, Pune – 411 005 (Maharashtra), India (hereinafter referred to as the “**Client**”), which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assignees)

AND

[Name and address of the Firm/Company of the Bidder], (hereinafter referred to as the Bidder(s) and which expression shall unless repugnant to be meaning or context thereof include its successors, administrators and permitted assignees.)

PREAMBLE

Whereas, the Client has floated the RFP {NIT No.....dtd.....} (hereinafter referred to as – Bid) and intends to award, under laid down organizational procedure, contract/s for Selection of Contractor for Procurement, Construction and Comprehensive Maintenance of Theme based Placemaking Sites in Pune City [•] (hereinafter referred to as the “**Agreement**”). And Whereas the Client values full compliance with all relevant laws of the land, rules of land, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s)

And whereas to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact (hereafter referred to as the “**Integrity Pact**”), the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and contract between the parties.

Now, therefore, in consideration of mutual covenants contained in this pact, the parties hereby agree as follows and this pact witnesses as under:

Article-1: Commitments of the Client

4. The Client commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- a. No employee of the Client, personally or through family members, will in connection with the RFP for, or the execution of the Agreement, demand, take a promise for or accept, for self, or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Client will, during the Bidding Process treat all Bidder(s)/ Contractor(s) with equity and reason. The Client will in particular, before and during the Bidding Process, provide to all Bidder(s)/ Contractor(s) the same information and will not provide to any Bidder(s)/ Contractor(s) confidential/ additional information through which the Bidder(s)/ Contractor(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Client will exclude all known prejudiced persons from the process, whose conduct in the past has been of biased nature.

~~2.~~ If the Client obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or any other Statutory Acts or if there be a substantive suspicion in this regard, the Client will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions as per its internal laid down Rules/Regulations.

Article - 2: Commitments of the Bidder(s)/ Contractor(s)

~~1.~~ The Bidder(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Client's employees involved in the Bidding Process or the execution of the Agreement or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Agreement.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of Bids or any other actions to restrict competitiveness or to introduce cartelization in the Bidding Process.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act and other Statutory Acts; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of completion or personal gain, or pass on to others, any information or document provided by the Client as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/ Representatives in India, if any. Similarly, the Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principle, if any.
- e. The Bidder(s)/ Contractor(s) will, when presenting its Bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Agreement. It shall also disclose the details of services agreed upon for such payments.
- f. The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- g. The Bidder(s)/ Contractor(s) will not bring any outside influence through any Govt. bodies/quarters directly or indirectly on the bidding process in furtherance of his bid.

Article - 3 Disqualification from tender process and exclusion from future contracts.

~~1.~~ If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of any provision of Article 2, above or in any other form such as to put his reliability or credibility in question, the Client is entitled to disqualify the Bidder(s)/ Contractor(s) from the Bidding Process.

2. If the Bidder(s)/ Contractor(s) has committed a transgression through a violation of Article-2 such as to put his reliability or credibility into question, the Client shall be entitled to exclude including blacklist and put on holiday the Bidder(s)/ Contractor(s) for any future tenders/ contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Client taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/ Contractor(s) and the amount of the damage. The exclusion will be imposed for a maximum of 3 years.
3. A transgression is considered to have occurred if the Client after due consideration of the available evidence concludes that –On the basis of facts available there are no material doubt.
4. The Bidder(s)/ Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Client’s absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
5. The decision of the Client to the effect that a breach of the provisions of this Integrity Pact has been committed by the Bidder(s)/ Contractor(s) shall be final and binding on the Bidder(s)/ Contractor(s), however, the Bidder(s)/ Contractor(s) can approach IEM(s) appointed for the purpose of this Integrity Pact.
6. On occurrence of any sanctions/ disqualification etc arising out from violation of integrity pact, the Bidder(s)/ Contractor(s) shall not be entitled for any compensation on this account.
7. Subject to full satisfaction of the Client, the exclusion of the Bidder(s)/ Contractor(s) could be revoked by the Client if the Bidder(s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Article – 4: Compensation for Damages.

1. If the Client has disqualified the Bidder(s) from the Bidding Process prior to the award according to Article-3, the Client shall be entitled to forfeit the Earnest Money Deposit/ Bid Security or demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security apart from any other legal right that may have accrued to the Client.
2. In addition to point 1 above, the Client shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractors Default. In such case, the Client shall be entitled to forfeit the Performance Bank Guarantee of the Contractor and/ or demand and recover liquidated and all damages as per the provisions of the contract agreement against Termination.

Article – 5: Previous Transgressions.

1. The Bidder declares that no previous transgressions occurred in the last 3 years immediately before signing of this Integrity Pact with any other Company in any country conforming to the anticorruption/ Transparency International (TI) approach or with any other Public Sector

Enterprise/ Undertaking in India or any Government Department in India that could justify his exclusion from the Bidding Process.

2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Bidding Process or action for his exclusion can be taken as mentioned under Article-3 above for transgressions of Article-2 and shall be liable for compensation for damages as per Article-4 above.

Article - 6: Equal treatment of all Bidders/ Contractors/ Concessionaires/ Consultants/ Subcontractors.

1. The Bidder(s)/ Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Client before contract signing.
2. The Client will enter into agreements with identical conditions as this one with all Bidders/ Contractors.
3. The Client will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Article - 7: Criminal charges against violating Bidder(s)/ Contractor(s).

1. If the Client obtains knowledge of conduct of a Bidder/ Contractor/ Concessionaire/ Consultant or subcontractor, or of an employee or a representative or an associate of a Bidder/ Contractor/ Concessionaire/ Consultant or Subcontractor, which constitutes corruption, or if the Client has substantive suspicion in this regard, the Client will inform the same to the Chief Vigilance Officer.

Article- 8: Independent External Monitor (IEM)

1. The Client has appointed Shri. [•] as Independent External Monitor (herein after referred to as “**Monitor**”) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director General (Road Development) & Special Secretary.
3. The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Client including that provided by the Bidder(s)/ Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
4. The Client will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Client and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or has reason to believe, a violation of this Integrity Pact, he will

so inform the Management of the Client and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- 6. The Monitor will submit a written report to the Director General (Road Development) & Special Secretary within 8 to 10 weeks from the date of reference or intimation to him by the Client and, should the occasion arise, submit proposals for correcting problematic situations.
- 7. If the Monitor has reported to the Director General (Road Development) & Special Secretary, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director General (Road Development) & Special Secretary has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 8. The word 'Monitor' shall be gender neutral thus would include both singular and plural.

Article- 9: Pact Duration

- 1. This Integrity Pact begins when both parties have legally signed it (in case of EPC i.e. for projects funded by Client and consultancy services). It expires for the Contractor/ Consultant 12 months after his Defect Liability period is over or 12 months after his last payment under the contract whichever is later and for all other unsuccessful Bidders 6 months after this Contract has been awarded. (In case of BOT Projects) It expires for the concessionaire 24 months after his concession period is over and for all other unsuccessful Bidders 6 months after this Contract has been awarded.
- 2. If any claim is made/ lodged during his time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by Director General (Road Development) & Special Secretary.

Article- 10: Other Provisions

- 1. This pact is subject to Law in the Republic of India. Place of performance and jurisdiction is the registered office of the Client, i.e. Pune, Maharashtra.
- 2. Changes and supplements as well as termination notices need to be made in writing.
- 3. If the Bidder/Contractor is a partnership or a consortium, this pact must be signed by all partners or consortium members.
- 4. Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5. Any disputes/ differences arising between the parties with regard to term of this pact, any action taken by the Client in accordance with this Integrity Pact or interpretation thereof shall not be subject to any Arbitration.
- 6. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provision of the extent law in force relating to any civil or

criminal proceedings.

In witness whereof, the parties have signed and executed this Pact at the place and date first done mentioned in the presence of following witness:

(For & On behalf of the Client
Contractor)

(For & On behalf of the Bidder/

(Office Seal)

Place: [•]

Date: [•]

Witness 1: (Name & Address): [•]

Witness 2: (Name & Address): [•]
