



पुणे
स्मार्ट सिटी
डेव्हलपमेंट
कॉर्पोरेशन लिमिटेड



PUNE
SMART CITY
DEVELOPMENT
CORPORATION LTD.



PUNE SMART CITY DEVELOPMENT CORPORATION LTD.
NOTICE INVITING RFP FOR

REQUEST FOR PROPOSAL

FOR

**SELECTION OF CONTRACTOR FOR Procurement, Construction,
and Maintenance of Baner Roads Package of 18m,24m,30m wide
and total length 10.2Km road/ street/ footpath/junction/related
utilities on Project Sites in Pune City under Pune Smart City
Project**

Tender Number: PSCDCL/Road/03/2018

Dated: 20/02/2018

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 & Maintenance Agreement", then forthwith such shall have the meaning in the "Procurement, Construction & Maintenance Agreement".

1. Agreement	As defined in Section 1.4.4
2. Applicable Law	As defined in Section 5.6
3. 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.
4. Associate	As defined in Section 3.1.1 (iii)
5. Authorized Signatory	As defined in Section 3.12.2 (d)
6. BEC	As defined in Section 3.17.3
7. Bid	As defined in Disclaimer
8. Bid Evaluation Committee	As defined in Section 3.17.3
9. Bid Percentage	As defined in Section 3.2.5
10. Bid Security	As defined in Section 3.2.3
11. Bid Submission Date	As defined in Section 3.13.1
12. Bidder	As defined in Disclaimer
13. Bidder's Estimate	As defined in Section 3.2.5
14. Bidding Documents	As defined in Section 1.4.3
15. Bidding Process	As defined in Section 3.2.1
16. BOT	Shall mean Build, Operate and Transfer
17. BOQ	Shall mean Bill of Quantity
18. Client	As defined in Disclaimer
19. Coercive Practice	As defined in Section 4.3 (c)
20. Conflict of Interest	As defined in Section 3.1.1 (iii)
21. 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
22. Construction Completion Date	The actual date on which the Contractor completes Construction of the Project as per the terms of the Agreement
23. Contract Period	The period beginning on the day the Agreement is executed and ending on the day



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		the term of the Agreement expires, or the Agreement is otherwise terminated
24. Contractor		Shall mean the Selected Bidder having duly executed the Agreement
25. Corrupt Practice		As defined in Section 4.3 (a)
26. Defect Liability Period		As defined in Section 1.4.4
27. Earnest Money Deposit		As defined in Section 3.2.3
28. EMD		As defined in Section 3.2.3
29. Financial Bid		As defined in Section 3.2.1
30. First Part		As defined in Section 3.2.1
31. Fraudulent Practice		As defined in Section 4.3 (b)
32. IST		Shall mean Indian Standard Time
33. Law		As defined in Section 5.6
34. Liquidated Damages		As defined in Section 8.1
35. LOA		As defined in Section 3.6.3
36. Lowest Percentage Bidder		As defined in Section 3.2.5
37. Maintenance		Shall mean the general upkeep of the roads Constructed pursuant to this RFP and the Agreement
38. Maximum LD Amount	LD	As defined in Section 8.1
39. Nationalized or Scheduled Bank	or	Shall mean Approved Banks
40. Non-Responsive		As defined in Section 3.16.1
41. Net Worth		As defined in Section 3.1.2 (ii)(f)
42. O&M		Shall mean operation and maintenance
43. Performance Bank Guarantee	Bank	As defined in Section 3.11.2 (i)
44. PPP		Shall mean Public Private Partnership
45. Pre-Qualified Bidders		Shall mean Bidders that have successfully been shortlisted as per Section 3.17 and 3.18
46. Procurement		Shall mean the process of sourcing all necessary material, labour and machinery required for completion of the Contractor's obligations under the Agreement
47. Procurement, Construction & Maintenance Agreement	&	As defined in Section 1.4.4
48. Project		As defined in Section 1.4.2



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49. Project Facilities	As defined in Appendix A
50. Project Site	Shall mean the site of the Project as more particularly described in Appendix 2
51. PSCDCL	Pune Smart City Development Corporation
52. Public Entity	As defined in Section 3.4.5
53. Qualification	As defined in Section 3.2.1
54. Qualification Bid	As defined in Section 3.2.1
55. Responsive	Shall mean in compliance with the Bidding Documents
56. Restrictive Practice	As defined in Section 4.3 (e)
57. RFP	As defined in Disclaimer
58. Second Part	As defined in Section 3.2.1
59. Selected Bidder	As defined in Section 3.6.3
60. State Government	As defined in Section 1.3.1
61. Subject Person	As defined in Section 3.1.1 (iii)(a)(aa)
62. Tender	As defined in Disclaimer
63. Tender Fee	As defined in Section 1.3
64. Tenure	As defined in Section 1.4.4
65. Termination	Shall mean the termination of the Agreement as per its terms and conditions
66. Turnover Criteria	As defined in Section 3.1.2 (ii) (a)
67. Undesirable Practice	As defined in Section 4.3 (d)



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Request for Proposal (RFP)

Notice No. PSCDCL/Road/03/2018

Selection of Contractor for Procurement, Construction, and Maintenance of Baner Roads Package of 18m,24m,30m wide and total length 10.2Km road/ street/ footpath/junction/related utilities on Project Sites in Pune City under Pune Smart City Project

Dated: 18/02/2018

[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 registered in India (“**Prospective Bidders**”) for Selection of Contractor for Procurement, Construction, and Maintenance of new and old Roads on Project Sites in Baner sector Pune City under Pune Smart City Project in the following manner:

Sr. No.	Information	Details
1.	Project	Selection of Contractor for the Procurement, Construction and Maintenance of Baner sector roads on Project Sites in Pune City under Smart City Project.
2.	RFP Reference No.	Tender No: PSCDCL/Road/03/2018
3.	Publication of Request for Proposal	20/02/2018
4.	Pre-Bid Conference	27/02/2018 at [1.00] pm
5.	Last Date to send in Requests for Clarifications	26/02/2018 by 5:00 pm
6.	Bid Submission Date	13/03/2018 by 2.30 PM- Opening at 3.30PM
7.	Tender Package Value	95 Cr
8.	Tender Set purchase value	INR 59,179
9.	EMD	95,00,000



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10.	Performance Bank Guarantee	10%
11.	Project Duration	18 months
12.	Bid Validity Period	[120] days from submission date
13.	Declaration of eligible/qualified Bidders	To be notified
14.	Opening of Financial Bids	To be notified
15.	Letter of Award	To be notified
16.	Submission by Bidder	The Selected Bidder shall be required to conform to the following requirements: a) within fifteen (15) days of receipt of LOA: i) Submission of confirmation and acceptance of LOA. ii) Submission of Performance Bank Guarantee.
17.	Signing of Agreement	Subject to compliance of the above and other terms of RFP, the Master Procurement, Construction & Maintenance Agreement shall be signed within 15 (fifteen) days of receipt by Selected Bidder of proforma Procurement, Construction & Maintenance Agreement.
18.	Contact Person and Email Address	The Chief Executive Officer Pune Smart City Development Corporation Limited Email: info@punesmartcity.in

The last date for submission of Bids is on 13/03/2018 by 02.30 hours Indian Standard Time (“IST”). Opening of Qualification Bid is scheduled at 03.30 PMIST on 13/03/2018 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 be 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 physically submitted to 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.



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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 RFQ processing fee ("**Tender Fee**") through an electronic payment mode as described in Section 3.12.2 (h).
- 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
1.	Help Desk Team	020-25501137	Instant Support	info@punesmartcity.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



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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@punsmartcity.in

For any other queries, please contact us via email at: info@punsmartcity.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 Maintenance of Baner sector roads on Project Sites in Pune City under Smart City Project 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/>



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Disclaimer

The information contained in this Request for Proposal document (“**RFP**” or “**Tender**” used colloquially and interchangeably) whether subsequently provided to the Bidders (“**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.



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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.

Incase there is land acquisition challenge that is delaying the works completion, the same budget can be utilized for separate road works that are approved by the General Body as well as approved development plan.

This is a block estimate, individual street stretch work order shall be declared separately with detailed estimated

Amount and road lengths shall vary as per actual road length and width available on ground

CEO, PSCDCL reserves the right to change the scope of works as and when requires in consultation with Pune Municipal Corporation



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• INTRODUCTION

.1. About Pune

- .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.
- .1.2. 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.
- .1.3. 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.
- .1.4. 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%.

.2. About Pune Municipal Corporation

- .2.1. The Pune Municipal Corporation (PMC) was established on 15th February 1950. The PMC is in charge of the civic needs and infrastructure of the metropolis. Pune is divided into 15 municipal wards and about 76 electoral wards. Since 1950, the Pune Municipal Corporation is administrating the city and serving its citizens.
- .2.2. The Pune Municipal Corporation stood second in the Smart Cities Challenge launched by Ministry of Urban Development (MoUD), Government of India. Under the Smart City Initiative, PMC is committed to enhancing the liveability within the city. PMC intends to transform idle community public spaces into dynamic platforms that can engage the community across themes of wellness, health, sports, sustainability, entertainment, and skill development.

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



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- .3.1. 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.
- .3.2. 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.

.4. Introduction to the Project

- .4.1. The Client is proposing Procurement, Construction, and Maintenance of **Baner Roads Package of 18m,24m,30m wide and total length 10.2Km road/ street/ footpath/junction/related utilities** on Project Sites in Pune City under Pune Smart City Project. The details of the Project Sites and proposed development are provided in the Project Information Memorandum (.4 & 2 of this RFP).
- .4.2. The Client is now inviting Bids for selection of Contractor for Procurement, Construction, and Maintenance of **Baner Roads Package of 18m,24m,30m wide and total length 10.2Km road/ street/ footpath/junction/related utilities** on Project Sites in Pune City under Pune Smart City Project (“**Project**”). The entire Project shall be implemented and undertaken separately in respect of each Project Site. Pursuant to execution of the Agreement, the Client shall issue to the “**Contractor**” (i.e. the Selected Bidder after entering into the Agreement), one or more work orders (“**Work Order(s)**”) which will set out each Project Site to be constructed, including the timeline/schedule to be adhered to by the Contractor for each such Project Site. The Contractor shall commence procurement and construction activities of each Project Site in accordance with the terms and conditions of each Work Order for respective Project Site. Though the Project shall be undertaken in multiple sections, all Work Orders shall form part and parcel of the Agreement and be issued by the Client within a period of 12 months from the execution date of the Agreement.
- .4.3. 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 Master Procurement, Construction & 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.



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- .4.4. The Selected Bidder will be responsible for all activities including procurement, construction and maintenance, as regards the Project, in accordance with the provisions of the Master Procurement, Construction & Maintenance Agreement (“**Master Procurement, Construction & Maintenance Agreement**” or “**Agreement**”) (Appendix 7 of RFP). The Agreement read with respective Work Order shall set forth the detailed terms and conditions for the procurement, construction and maintenance of each Project Site. The Selected Bidder shall also be responsible for the maintenance of the Project during the period ending five (5) years from the Construction Completion Date for each Project Site undertaken by him pursuant to the Work Order and in the manner set out in the Agreement (“**Defect Liability 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.
- .4.5. 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.
- .4.6. 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.



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• PROJECT OBJECTIVE AND SCOPE

.1. Vision

- .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.
- .1.2. As per the Pune smart city Proposal there are two fundamental ways of assessing a Pune city's priorities assessing the most pressing areas for citizens and comparing gap between existing level of service delivery versus accepted levels. Putting both these lenses together clearly highlights that while Pune is at a relatively advanced stage on a number of core urban services, it needs to make a big push on transport and drainage.

.2. Site Map, Project Details & Project Site Details

- .2.1. Site maps and plans for each Project Site are enclosed herewith in Appendix 2. The necessary Right of Way (RoW) shall be granted to the Contractor pursuant to the Agreement, prior to the proposed commencement date for construction of the Project as detailed in respective Work Order.

.3. Scope of Work

- .3.1. The scope of work has been set out in Appendix 1 and more particularly described in the Agreement.
- .3.2. The entire Project shall be implemented and undertaken separately in respect of each Project Site and the Client shall issue separate Work Orders for each Project Site.

.4. Construction and Maintenance Periods

- .4.1. The Contractor shall be allowed a period of one and half years years for construction of each Project Site set out in respective Work Order and shall be required to maintain each Project Site for a further period of 3 years from completion thereof. The allotted time for completion of the Project may however be extended as per the provisions of the Agreement. All Work Orders under the Project shall be issued within a period of 12 months from execution of the Agreement.

.5. Maintenance Requirement



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.5.1. The Contractor shall be required to carry out such maintenance activities for smooth and uninterrupted operation of the roads and facilities at the Site, which obligations are more particularly described in the Agreement and respective Work Order.

.6. General Technical Specifications

.6.1. General Technical Specification for the Project are enclosed herewith in Appendix 17.

.7. 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:

- i. Persons With Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995;
- ii. Minimum Wages Act, 1948;
- iii. Apprentices Act, 1961;
- iv. Contract labour (Regulations and Abolition) Rules, 1971;
- v. Environmental Protection Act, 1986;
- vi. Street Vendors (Protection of Livelihood and Regulation of Street Vending) Act, 2014;
- vii. Workmen's Compensation Act, 1923;
- viii. Income Tax Act, 1961
- ix. Central Goods and Services Tax Act, 2017;
- x. Integrated Goods and Services Tax Act, 2017;
- xi. Maharashtra Goods and Services Tax Act, 2017;
- xii. Central Motor Vehicles Rules, 1989;
- xiii. Pune Urban Street Design Guidelines;
- xiv. Action Plan for Implementation of Action Points Identified for Ministry of Urban Development for the Empowerment of Persons with Disabilities;
- xv. Central Public Works Department Guidelines for Sustainable Habitat, 2014;
- xvi. Central Public Works Department Works Manual, 2014;
- xvii. Central Public Works Department Guidelines and Space Standards for Barrier Free Built Environment for Disabled and Elderly Persons;
- xviii. Central Public Works Department Handbook on Barrier Free and Accessibility, 2014;
- xix. Central Public Works Department Publication on Integrated Green Design for Urban & Rural Buildings in Hot-Dry Climate Zone, 2014;
- xx. Central Public Works Department Handbook of Landscape, 2013; and
- xxi. Smart City Mission Statement & Guidelines, 2015.



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• INSTRUCTION TO BIDDERS

.1. Eligibility & qualification requirements of the Bidder

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

- (i) The Bidder must be a single entity and may only submit one bid.
- (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



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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:

(aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person ("**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and

(bb) subject to sub-section (aa) 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-section (bb) 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



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- (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 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.

.1.2. **Qualification.**

An indicative list of qualification requirements has been outlined in Appendix 5B 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 and submitted in the format meeting all requirements of Appendix 8, 9, 10, 11 and 12.
- (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).



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- (d) the Bidder shall submit the relevant project details along with work order and scope of work in hand. Projects with completion of 90% and above shall be considered if critical component of project is complete and the facility is opened to public.
- (e) The Bidder should furnish the details of relevant project details of Similar Projects and Similar Services for the last 5 (five) financial years immediately preceding the Bid Submission Date.
- i. The Bidder must have completed *one* Similar Project costing not less than the amount equal to 80% of the estimated cost specified in the BOQ; or
 - ii. The Bidder must have completed *two* Similar Projects, each costing not less than the amount equal to 50% of the estimated cost specified in the BOQ; or
 - iii. The Bidder must have completed *three* Similar Projects, each costing not less than amount equal to 40% of the estimated cost specified in the BOQ; or
- All the above shall be submitted as supporting documents along with Appendix 11. Further, the Bidders shall attach a copy of the completion certificate/ necessary certificates/ work order/ purchase order/ contract signed by the respective clients/ authorities/ owner etc...
- (f) **“Similar Projects”** shall mean and include projects of road development/ street retrofitting with utility services carried out by the Bidder during the preceding five (5) years.
- (g) **“Similar Services”** shall include projects of procurement, construction and maintenance of roads such that they are kept in good operating condition and to insure safe access by vehicles performed by the Bidder during the preceding five (5) years.
- (h) 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 the aforementioned Appendixes.



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- (i) Furthermore, the Bidders must own machinery and IT systems as per the list provided along with Appendix 11 which can be deployed for the Project (List of Machinery).
 - (j) Furthermore, the Bidders must have trained and experienced personnel on payrolls as per the list provided along with Appendix 11 which can be deployed for the Project (List of Personnel)
 - (k) The evaluation shall be carried out on the basis of the criteria specified in the table below.
- (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 72Cr in the last 3 financial years (FY 2014-15, 2015-16, 2016-17) (being 75% of the estimated project cost specified in the BOQ) and provide details as per the format specified in Appendix 9 ("**Turnover Criteria**").
 - (b) The Bidder should upload a scanned copy of solvency certificate of at least 75% of the estimated cost at the time of bid submission
 - (c) The Financial Bid must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (three) financial years, preceding the year in which the Bid is submitted.
 - (d) 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.
 - (e) The Bidder shall have a minimum Net Worth of INR 30Cr at the close of the preceding financial year ("**Net Worth**") (being 30% of the estimated project cost specified in the BOQ) in the specific format as provided in Appendix 10. For the purpose of this RFP Net Worth shall mean the aggregate value of 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



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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.

- (f) Further, the Bidder shall must have completed 5 (Five) years of operation and provide necessary details as specified in the format prescribed in Appendix 8. For the purpose of this subsection 'operation' means having been duly incorporated or registered as per the relevant laws and not being in a state of dormancy either temporarily or permanently.

	Evaluation Criteria	Evaluation Parameter	Reference Format in Appendix
PQ_1	Years of Operation	The Bidder must have been operational for at least 5 (five) years preceding from the Bid Submission Date.	8
PQ_2	Financial Strenght - Turnover	The Bidder shall have an average annual financial turnover of equal to or more than 72Cr in the last 3 financial years (FY 2014-15, 2015-16, 2016-17) (being 75% of the estimated project cost specified in the BOQ).	9
PQ_3	Financial Strenght - Net Worth	The Bidder shall have a minimum Net Worth of INR 30Cr] at the close of the preceding financial year (being 30% of the estimated project cost specified in the BOQ).	10



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	Evaluation Criteria	Evaluation Parameter	Reference Format in Appendix
PQ_4	Similar Projects	<p>In the previous five (5) years:</p> <ul style="list-style-type: none">- The Bidder must have completed one Similar Project costing not less than the amount equal to 80% of the estimated cost specified in the BOQ; or- The Bidder must have completed two Similar Projects, each costing not less than the amount equal to 50% of the estimated cost specified in the BOQ; or- The Bidder must have completed three Similar Projects, each costing not less than amount equal to 40% of the estimated cost specified in the BOQ or-	11



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	Evaluation Criteria	Evaluation Parameter	Reference Format in Appendix
PQ_5	Similar Services	<p>In the previous five (5) years:</p> <ul style="list-style-type: none">- The Bidder must have completed one Similar Services worth not less than the amount equal to 80% of the estimated cost specified in the BOQ; or- The Bidder must have completed two Similar Services, each worth not less than the amount equal to 50% of the estimated cost specified in the BOQ; or- The Bidder must have completed three Similar Projects, each worth not less than amount equal to 40% of the estimated cost specified in the BOQ;	12



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.2. Brief Description of Bidding Process

- .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.
- .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.
- .2.3. The Bidder is required to submit, along with its Bid, an ‘Earnest Money Deposit’ of INR 97,00,000 (1% of the tender package value, Appendix 13) (“**Earnest Money Deposit**”, “**EMD**” or “**Bid Security**”), refundable not later than ninety (90) days from the signing of the Agreement with the Selected Bidder, except in case of the Selected Bidder whose Bid Security shall be retained till it has provided the Performance Bank Guarantee under the Agreement.
- .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.
- .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 of each Project Site under the Agreement read with respective Work Orders (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.



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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%.

- .2.6. Generally, the Bidder quoting the Lowest Percentage i.e. the Lowest Percentage Bidder (B1) shall be the selected Bidder. 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.
- .2.7. Other details of the process to be followed under this Bidding Process and the terms thereof are spelt out in this RFP.
- .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.
- .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. **Schedule of Bidding Process**

The Client shall endeavour to adhere to the following schedule:



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No.	Event Description	Date
1.	Publication of Request for Proposal	20/02/2018
2.	Pre-Bid Conference Date	27/02/2018 at 1.00 PM
3.	Last Date to send in Requests for Clarifications	26/02/2018 by 05:00 pm
4.	Bid Submission Date	13/02/2018 by 2.30 PM and opening at 03:30 pm
5.	Bid Validity Period	[120] days from Bid Submission Date
6.	Declaration of eligible/qualified bidders	To be notified
7.	Opening of Financial Bids	To be notified
8.	Letter of Award	To be notified
9.	Submission by Bidder	The Selected Bidder shall be required to conform to the following requirements: a) within fifteen (15) days of receipt of LOA: i) Submission of confirmation and acceptance of LOA. ii) Submission of Performance Bank Guarantee.
10.	Signing of Procurement, Construction & Maintenance Agreement	Subject to compliance of the above and other terms of RFP, the Master Procurement, Construction & Maintenance Agreement shall be signed within fifteen (15) days of receipt by Selected Bidder of proforma for the Procurement, Construction & Maintenance Agreement.
11.	Issuance of Work Orders	The Client shall intermittently and at its sole discretion issue Work Orders for each section of the Project, however, all Work Orders shall be issued within a period of 12 months from executing the Agreement.



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.4. General Terms of Bidding

- .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.
- .4.2. [deleted]
- .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.
- .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.
- .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.
- .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.
- .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.
- .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.



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.5. Proprietary Data

- .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.

.6. Due Diligence by Bidders

- .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.
- .6.2. The Bidders are also advised to study all instructions, forms, terms, requirements and other information in the Bidding Documents carefully.
- .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. 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.
- .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.



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- .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 .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 .6 and satisfied itself on the viability of the Project.
- 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.



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.7. Bid and other Costs

- .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.
- .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.

.8. Verification and Disqualification

- .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.
- .8.2. The Client reserves the right to reject any Bid and forfeit the EMD or 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.



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- .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.

.9. Clarifications in the RFP/Tender

- .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.
- .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.
- .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.

.10. Amendment of RFP

- .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.



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- .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.
- .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.

.11. Bid Security

.11.1. Earnest Money Deposit

- (i) 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 97,00,000/- (Indian Rupees Nine Seven Lakhs and Fifty Thousand Only) 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 valid for at least ninety (90) days from the Bid Submission Date and in the form of a Demand Draft.
- (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 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



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- (d) During the bid 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.

.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 ten percent (10%) 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 Appendix 6 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.

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

- .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.
- .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



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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 16: Integrity Pact.



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(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>. 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; and,
 - iv. 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 a duly authorized person holding the Power of Attorney, in case of a Limited Company or a Private Limited Company; or



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- (h) The Bids of only those Bidders shall be considered for evaluation who have made online payment of INR [59,179] (Indian Rupees [Fifty Nine Thousand One Hundred and Seventy Nine] only) as non-refundable Tender Fee in addition to the EMD prescribed in this RFP, without which Bids will not be accepted, unless the Bidders have been exempted from such payments. As a stipulated requirement, the bidder shall pay Rs 100 EMD online along with EMD amount of INR 97,00,000 (Ninty Seven Lakhs only) in the form of irrevocable and unconditional Bank Gaurantee, to be submitted physically in a separate envelope signed by the Authorised Signatory of Bidder. The EMD shall be made by the Bidders in favour of the 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.
- (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-section (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.



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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.

.13. Bid Submission Date

- .13.1. Bids must be received by the Client at the web portal mentioned in the RFP on or before 13/03/2018 by 02.30 pm (Indian Standard Time) ("**Bid Submission Date**").
- .13.2. The Client may, at his discretion, extend the Bid Submission Date by issuing an addendum in respect thereof.
- .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.

.14. Late Bids

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



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.15. Withdrawal of Bids

- .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.
- .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.

.16. Pre-Bid Conference

- .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.
- .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.

.17. Evaluation Process and Determination of Responsiveness

- .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.



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- .17.2. 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.
- .17.3. The Client shall appoint a Bid Evaluation Committee ("**Bid Evaluation Committee**" or "**BEC**") to scrutinize and evaluate the Qualification Bids and Financial Bids received.
- .17.4. There should be strictly no mentioning of the Bid Percentage in any part of the Bid other than the Financial Bid.

.18. Opening of the Qualification Bid (First Part)

- .18.1. The Client will open the Qualification Bids received in public, containing the Qualification Bid 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 5B. 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.
- .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.
- .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.
- .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.
- .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.



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.19. Evaluation of Qualification Bid

- .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.
- .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 3.12.2 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).
- .19.3. Only the Bids qualifying the evaluation of Qualification Bid will be considered for evaluation of Financial Bid.

.20. Opening of Financial Bid (Second Part)

- .20.1. The Financial Bid shall not be opened by the Client until the evaluation of the Qualification Bid has been completed.
- .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.
- .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.
- .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.
- .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.



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.21. Evaluation of Financial Bid

- .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.
- .21.2. The Client will award the works to the Selected Bidder based on the evaluation of Financial Bid.
- .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.
- .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.
- .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] % ([Five] 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.

.22. Selection of Bidder

- .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.
- .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.



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- .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.
- .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.
- .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 no later than ninety (90) days.

.23. Correction of Errors

- .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 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.
- .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.

.24. Currencies of Bid Payment

- .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.
- .24.2. The Bidder shall quote the figure in its Financial Bid in both figures and words in Percentage (%) only.

.25. Clarification sought by the Client from Bidders



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- .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.
- .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.
- .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 his Bid.

.26. Process to be Confidential

- .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.

.27. Contact during Evaluation

- .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.

.28. Correspondence with the Bidder

- .28.1. All communications, including Bidding Documents should be addressed to: "Chief Executive Officer, Pune Smart City Development Corporation Ltd., A-204 ICC trade Towers, Senapati Bapat Road, Model Colony, Shivaji Nagar, Pune 411016." and uploaded on the website mentioned in this RFP and in addition can be emailed to info@punsmartcity.in.



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- .28.2. All communications should contain the following information: Tender No. PSCDCL/Road/03/2018- Selection of Contractor for Procurement, Construction and Maintenance of Baner Sector roads on the Project Sites in Pune City under Smart City Project.



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.29. Language

.29.1. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in 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.

.30. Price Variation

- .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 then payment to the Contractor shall be calculated and adjusted as per Schedule F of the Agreement (“**Price Adjustment**” or “**Price Variation**”). The amounts payable to the Contractor shall be adjusted for the increase or decrease in the index cost of inputs for respective Project Site in respect of (1) labour component; (2) material component excluding cement & steel; (3) petrol, oil and lubricant component; (4) steel component; and (5) cement component, by the addition or subtraction of the amounts determined by the formulae prescribed in Schedule F of the Agreement. Apart from the component mentioned above, there shall be no other adjustment or escalation to the Contract Price for any reason whatsoever.
- .30.2. Price Variation 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 Agreement respectively.
- .30.3. These provisions is operative both ways, i.e. if the Price Adjustment is on the plus side, payment on account of the Price Adjustment shall be allowed to the Contractor and if it is on the negative side, the Client shall be entitled to recover the same from the Contractor and the amount shall be deductible from any amounts due and payable under the contract.
- .30.4. Maximum amount due to price variation will be restricted as per variation clause of the contract.



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- **FRAUD AND CORRUPT PRACTICES**
- .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.
- .2. Blacklisting - Without prejudice to the rights of the Client under Section 3.1 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.
- .3. For the purposes of this Section 3, 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



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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.



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● MISCELLANEOUS PROVISIONS

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.
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.
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.
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. **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.



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- .6. **Applicable Law(s):** The Bidder has to follow all the applicable statues, 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 form time to time (“**Applicable Law**” or “**Law**”) while providing these services.
- .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.
- .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.
- .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.
- .10. **Entire RFP:** 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.



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- .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.
- .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.
- .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.
- .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.
- .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-204 ICC Trade Towers,
Senapati Bapat Road,
Model Colony, Shivaji Nagar,
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,



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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.

- .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.
- .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.



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- **TERMINATION**
- .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.



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• DISPUTE RESOLUTION

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.
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.
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.
4. Following the Maharashtra Government notification bearing GR No. 201610131731404912 dated 13th October, 2016 the 'Institutional Arbitration Policy' both the Parties to this Agreement shall submit their arbitration dispute for institutional arbitration and under the said institutional arbitration rules in cases wherein the said institution is approved by the Maharashtra Government, to the institutional arbitration centre on the date of submission of such dispute between the Parties to this Agreement.
5. 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.



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• LIQUIDATED DAMAGES

- .1. In case of failure to comply with the schedule for the Project as stated in this RFP and Agreement read with Work Order(s), 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 each Project Site under respective Work Order, for each day of delay, with the maximum amount payable by the Contractor as Liquidated Damages being equal to 10% (“**Maximum LD Amount**”).
- .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.
- .3. The Performance Bank Guarantee paid by the Contractor may be forfeited by the Contractor to the extent of amount payable towards Liquidated Damages, at the sole discretion of the Client.
- .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.



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Appendix 1. Project Information Memorandum



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The Pune Smart City proposal was selected for priority financing under Smart City Mission by Ministry of Urban Development (MoUD), Government of India.

Thereafter, the Pune Municipal Corporation (PMC) and Government of Maharashtra incorporated a Special Purpose Vehicle (SPV) company called Pune Smart City Development Corporation Limited (PSCDCL), under the Companies Act 2013, solely for the purpose of implementing the Smart City proposal.

51 projects were proposed as a part of the Pune Smart City Plan to be pursued by PSCDCL along various themes of transportation, water & waste, livability, Electricity & solar, river rejuvenation, smart ICT infrastructure, e-gov, urban rejuvenation and marquee projects.

Street redesigns, Roads, Road Widening, Footpaths, Non motorized street, Storm water drainage, Junction redesign are some of the integrated transport projects proposed to be implemented under the Smart City initiative.

PSCDCL has initiated a street redesign project of 27km under Area Base Development in Aundh Baner Balewadi area. Under Area Base Development, PSCDCL has initiated a street redesign project for 8 kms in Aundh gaon in the ABB area. A pilot project of 1.5 kmn the already been awarded of which 0.5 km of the project has already been completed. The implementation works for the balance 1 km is currently ongoing.

PSCDCL is now considering implementation of balance 21 kms which includes River front development, Baner roads, Balewadi roads and ABB Allied Roads along the ABB boundary.

The Client is proposing Procurement, Construction, and Maintenance of Baner Roads Package of 18m,24m,30m wide and total length 10.2Km road/ street/ footpath/junction/related utilities on Project Sites in Pune City under Pune Smart City Project.

DP plan and cross sections are detailed in Appendix 2. Detailed BOQ is attached in Appendix 13.

Procurement, Construction, and Maintenance of Baner Roads Package of 18m,24m,30m wide and total length 10.2Km road/ street/ footpath/junction/related utilities on Project Sites in Pune City under Pune Smart City Project

Completion periods for Baner Roads Package of 18m, 24m, 30m wide and total length 10.2Km road/ street/ footpath/junction/related utilities are 6 months, 12 months and 18 months respectively and as per instructions for individual stretches

1. The Focus & Guidelines for designing of this network of these streets are as under :

Aims and objectives

The key objectives of the road developemtn and street redesign project are as follows



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- Universal accessibility for elderly and physically challenged
- Increased focus on pedestrians and bicycle users
- Future-proofing infrastructure by constructing adequate provisions for underground utilities
- Increased public seating zones
- Beautiful streets with elegant street lights, seating and sculptures
- Improved pedestrian crossings

The Services laid in the street will be permanent in nature & there shall be provision of separate ducts for some of the utilities like OFC cables so as to avoid any excavation/ digging of the roads for years to come.

These streets will be designed by giving priority to pedestrians, will be disable friendly (in totality such that one should be able to demonstrate that a person on wheel chair would be able to move from one point – origin to the other point – destination on his own in the identified zone) thus achieving Universal Accessibility, making the neighbourhood cycle friendly, create designated spaces for Hawkers & Vendors as per the Central Government Act, provide for parking as per the newly accepted Parking Policy prepared by the Corporation & incorporate Public Transport & a Shuttle service (Small open battery operated vans) so that Residents in the area could move in these thus avoiding the use of Private Vehicle for short distances of travel.

The Street shall be designed & executed such that it is a place for Social interaction having appropriate Street Furniture (seating, dust bins, signage), Recreation Space, facilities such as Urban Lounge (a Modern Toilet) Information Kiosk , Wi Fi, Appropriate Street Lighting, Public Art etc.

Thus, to achieve this all the services below the surface Water supply, Storm Water, Sewerage, MSEB Cables, BSNL, Optical Fiber Cables, Gas Lines will be reorganised and some of the utilities shall be realid. The junction boxes on the streets of various utilities will be relocated & camouflaged / covered with aesthetically designed screens.

It is expected that agencies quoting for this work should understand the overall concept & spirit of this project and mobilize the required resources for delivering the highest quality of workmanship within the stipulated time frame from the overall execution to the last detail which shall comply with vision of the Smart City Project.

(2) SCOPE OF PROJECT

As mentioned above, with an objective of providing user friendly streets, the following tasks are proposed to be undertaken through the current project



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1. Footpath retrofitting:

Footpaths are those parts of a road or street that are intended for pedestrian use. Pedestrians include people on foot, in wheel chairs, or pushing a pram. It is therefore important that footpaths are wide enough for unhindered, unobstructed use by all user groups – including disabled users. There must be a functional pedestrian through-route on a footpath. Thus the footpath needs to retrofit so as to accommodate different type of users without any stumbling block. It is proposed to widen the footpaths as per the detailed cross sections provided with this document and providing user friendly and aesthetically appealing surface finish to the footpath alongwith the kerbs, shifting of utility boxes, provisions for new utilities etc.

2. Place making on roads

Placemaking is both a process and tool, by which we collectively design and manage elements of the public realm to create places that are appealing, accessible, comfortable, and support social activity. Placemaking helps to define the pattern and use of the built environment and the manner and ease in which people are able to access, connect and move around in it. Placemaking can also help build and enhance sense-of-place by creating spaces that encourage social interaction and support interesting activities. Such spaces will be created to achieve the objective of social development.

3. Junction redesigning :

Junction design and related engineering countermeasures play a very important (but not only) role in the field of traffic safety. By creating a properly designed street junction, vehicle flow can be improved while simultaneously increasing pedestrian comfort and safety. Thus Junction redesigning becomes one of the important project for execution.

To achieve the above tasks, the following items are proposed to be undertaken in this project.

1. Footpath reconstruction/ retrofitting with new L shape kerb (with gutter), new approved stamped concrete surfacing, tiles, and concrete paver block finish as per design, providing parking spaces as per design with concrete finishing, provision of separate RCC type utility ducts (1.0 X 1.0 m) on both sides of the carriageway with opening after every 100 m interval to house current and future utilities.



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2. Shifting and provision of new utility lines like water supply, sewer alongwith the chambers and electrical cables, feeder pillars, removal of the existing street light HT/ LT poles, and provision of new decorative street light poles etc.
3. Removal of the existing ramps, walls, compounds, fencing, enchrachements on road/ footpath and complete retrofitting of the footpaths.
4. Construction of RCC retaining wall wherever required.
5. Provisions of new Storm water line and RCC chambers and heavy duty FRP frame and covers alongwith connectivity to individual properties (1200 and 1000 mm dia)
6. Provision of new ramps to access property, reconstruction of compound walls (wherever required) reconstruction of access locations to property.
7. Provision of cobbled finish at junctions and other traffic calming elemnets like islands, raised pedestrian crossings etc
8. Provision of Thin White Topping surfacing for the road carriageway alongwith profile correction after milling of existing road surface.
9. Provisions of RCC road crossing pipes from the RCC duct to individual property
10. Relocation/ removal and reconstrudtcion of existing small shops (ota scheme) erection of pergola as per th design and drawings.
11. Construction of public lounge (public toilets), information kiosk and allied facilities
12. Construction of sitouts of various shapes and sizes as per drawing
13. Provision of Street furniture items like concrete bollards, bollard seatings, FRP dustbins,
14. Provision of Steet signanges, inframatory and cautionary signages, road markings, special coloured shapes and letters for demarcating cycle track and other pedestrian facilities as per the design and drawings.
15. Provision of composite, steel Bus stops as per the design.
16. Landsacping work, plantation of various species of trees, shrubs and bushes and PVC pipe line work.
17. The maintenance of the work during the operation and mainetence period of 60 months shall be carried out by provision of fresh painting for dividers, kerbs, steet furniture, road markings annually or as specified by the Engineer in charge based on the BOQ items.
18. Provision of the required manpower (labour, supervisor, gardener) during the complete period of Operation and Mainetenence of 60 months for cleaning of roads, urban lounge, information kiosk and maintenance of the landscaping, trees, street furniture, road markings, signanges etc.



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Exclusions from scope

1. Road Marking-

Hot paint marking, Cold Paint marking, Cycle track painting, Cats Eye, Signages

2. Street Furniture -

ABB Pedestrian signals, Cycle stand, Street lights, Tree seating, Benches seating, Garbage bins, Traffic signage, Median railing with advertisements, Way finding, Public toilet, Benches in Food plaza, Railings, Bollards, Decorative electrical feeder pillar box, Solar totem, Information kiosk, Gantry, Drinking water fountain, Smart bus shelters.

3. Plantation and Maintenance -

Landscaping of Median, Footpath and Islands



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Appendix 2. Project Sites, Maps and Plans

ROW in DP	Total (m)
18M	3890
24M	3160
30M	3200
Total (m)	10,250

Refer attachments:

1. Site Plan (DP)
2. Proposed Road Cross section for 18M RoW
3. Proposed Road Cross Section for 24M RoW
4. Proposed Road Cross Section for 30M RoW



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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.)
1.	Annexure A: Letter for Qualification Bid		
2.	Annexure B: Letter of Undertaking		
3.	Annexure C: Letter of transmittal/confirmation to be provided by the Bidder		
4.	Other Documents required to be submitted with the Financial Bid: (a) Appendix 4: Format of Financial Bid (b) Appendix 5: Financial Proposal Declaration (c) Appendix 5A: Power of attorney for signing the Bid (d) Appendix 6: Performance Bank Guarantee		
5.	Bid Qualification Documentation: (a) Appendix 8: PQ_1 Years of operation (b) Appendix 9: PQ_2 Financial Strength - Turnover (c) Appendix 10: PQ_3 Financial Strength - Net worth (d) Appendix 11: PQ_4 Relevant experience - similar projects (e) Appendix 12: PQ_5 Relevant experience - similar services (f) Appendix 14: Details of any Past or Pending Litigation or Arbitration Proceedings, References, Claims or Demands, as the case may be (g) Appendix 16: Integrity Pact		



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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.



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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, and Maintenance of **Baner Roads Package of 18m,24m,30m wide and total length 10.2Km road/ street/ footpath/junction/related utilities** on Project Sites in Pune City under Pune Smart City Project.

Dear Sir/Madam,

In response to the Tender No. SC[.]/2018 dated _____ (“RFP”) for Selection of the Contractor for Procurement, Construction, and Maintenance of **Baner Roads Package of 18m,24m,30m wide and total length 10.2Km road/ street/ footpath/junction/related utilities** on Project Sites in Pune City under Pune 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, and Maintenance of Baner Roads Package of 18m,24m,30m wide and total length 10.2Km road/ street/ footpath/junction/related utilities on Project Sites in Pune City under Pune 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 [•].



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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



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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.



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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: [•]



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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 Tender No. SC[•]/2018 dated [•] (“**RFP**”) for Selection of the Contractor for Procurement, Construction, and Maintenance of **Baner Roads Package of 18m,24m,30m wide and total length 10.2Km road/ street/ footpath/junction/related utilities** on Project Sites in Pune City under Pune 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.



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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 : [•]



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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 Tender No. SC[•]/2018 dated [•], for Selection of Contractor for Procurement, Construction, and Maintenance of **Baner Roads Package of 18m,24m,30m wide and total length 10.2Km road/ street/ footpath/junction/related utilities** on Project Sites in Pune City under Pune Smart City Project under Smart City Projects.

In response to the Tender No. SC[•]/2018 dated [•] ("RFP") for Selection of Contractor for Procurement, Construction, and Maintenance of **Baner Roads Package of 18m,24m,30m wide and total length 10.2Km road/ street/ footpath/junction/related utilities** on Project Sites in Pune City under Pune 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, and Maintenance of **Baner Roads Package of 18m,24m,30m wide and total length 10.2Km road/ street/ footpath/junction/related utilities** on Project Sites in Pune City under Pune Smart City Project 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,



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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 : [•]



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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, and Maintenance of Baner Roads Package of 18m,24m,30m wide and total length 10.2Km road/ street/ footpath/junction/related utilities on Project Sites in Pune City under Pune Smart City Project.**” Bearing Tender No: PSCDCL/Road/03/2018

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:

#	Description	Mode
1.	Procurement, Construction, and Maintenance of Baner Roads Package of 18m,24m,30m wide and total length 10.2Km road/ street/ footpath/junction/related utilities on Project Sites in Pune City under Pune Smart City Project.	Lumpsum

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.



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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 : [•]



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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, and Maintenance of Baner Roads Package of 18m,24m,30m wide and total length 10.2Km road/ street/ footpath/junction/related utilities on Project Sites in Pune City under Pune Smart City Project**”.

Ref : Tender No: PSCDCL/Road/03/2018 dated 20/02/2018

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, and Maintenance of Baner Roads Package of 18m,24m,30m wide and total length 10.2Km road/ street/ footpath/junction/related utilities on Project Sites in Pune City under Pune Smart City Project**” bearing Tender No: PSCDCL/Road/03/2018 dated 20/02/2018 (“**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.



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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 : [•]



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Date : [•]

Place : [•]

Business Address : [•]



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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.: SC[•]/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, and Maintenance of **Baner Roads Package of 18m,24m,30m wide and total length 10.2Km road/ street/ footpath/junction/related utilities** on Project Sites in Pune City under Pune Smart City Project bearing Tender No. PSCDCL/Road/03/2018 dated 20/02/2018.

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.: PSCDCL/Road/03/2018

OFFICIAL SEAL AND SIGNATURE OF THE COMPANY:

Printed Name of the Legal Representative: [•]

Signature of the Legal Representative:

Printed Name of the Attorney:



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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.



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- *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.*



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Appendix 5B. 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	The Bidder must have been operational for at least 5 (five) years preceding from the Bid Submission Date.	<ul style="list-style-type: none">• Certificate of Incorporation / Registration under Companies Act, 1956 / companies Act 2013• Memorandum and Articles of Association• Certificate as per Shops & Establishments Act• Partnership Deed/ LL.P. Agreement (if applicable)	Appendix - 8
PQ_2	Financial Strength – Turnover	The Bidder shall have an average annual financial turnover of equal to or more than INR 72,00,000 in the last 3 financial years (FY 2014-15, 2015-16, 2016-17) (being 75% of the estimated project cost specified in the BOQ).	Certificate from statutory auditor/ company secretary, clearly specifying the annual turnover of the Bidder	Appendix - 9
PQ_3	Financial Strength – Net worth	The Bidder shall have a minimum Net Worth of INR 30,00,000 at the close of the preceding financial year (being 30% of the estimated project cost	Certificate from the statutory auditor/ company secretary, clearly specifying the net worth of the Bidder	Appendix - 10



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		specified in the BOQ).		
PQ_4	Relevant Experience – Similar Projects	<p>In the past 5 (five) years:</p> <ul style="list-style-type: none">- The Bidder must have completed one Similar Project costing not less than the amount equal to 80% of the estimated cost specified in the BOQ; or- The Bidder must have completed two Similar Projects, each costing not less than the amount equal to 50% of the estimated cost specified in the BOQ; or- The Bidder must have completed three Similar Projects, each costing not less than amount equal to 40% of the estimated cost specified in the BOQ	<ul style="list-style-type: none">• 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 - 11



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		.		
PQ_5	Relevant Experience - Similar Services	In the past 5 years: <ul style="list-style-type: none">- The Bidder must have completed one Similar Services worth not less than the amount equal to 80% of the estimated cost specified in the BOQ; or- The Bidder must have completed two Similar Services, each worth not less than the amount equal to 50% of the estimated cost specified in the BOQ; or- The Bidder must have completed three Similar Projects, each worth not less than amount equal to 40% of the estimated cost specified in the BOQ;	Self-attested proof of service capabilities (to include: manpower, machinery tools, equipment, etc to demonstrate service expertise)	Appendix - 12



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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]***



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IN CONSIDERATION OF Through Pune Smart City Development Corporation (PSCDCL) for Selection of Contractor for Procurement, Construction & Maintenance of Baner sector roads on 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 Rs (Agreement in Words and Figures) only which shall be the security deposit 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



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- 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.



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- 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:



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Appendix 7. Procurement, Construction & Maintenance Agreement

Attached



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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, and Maintenance of Baner Roads Package of 18m,24m,30m wide and total length 10.2Km road/ street/ footpath/junction/related utilities on Project Sites in Pune City under Pune Smart City Project”** bearing Tender No: PSCDCL/Road/03/2018 dated 20/02/2018

:

#	Particulars	Details
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	



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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 five (5) years as on the Bid Submission Date:

1. Certificate of Incorporation/Registration under the Companies Act 1956/ Companies 2013 or under the Limited Liability Partnership Act, 2008..
2. Memorandum and Articles of Association.
3. Certificate as per Shops & Establishments Act.
4. GST Registration Certificate.
5. Partnership Deed/ LL.P. Agreement.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

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



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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, and Maintenance of Baner Roads Package of 18m,24m,30m wide and total length 10.2Km road/ street/ footpath/junction/related utilities on Project Sites in Pune City under Pune Smart City Project”**, Tender No. PSCDCL/Road/03/2018.

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 above against the respective years.		
Name of Authorized Signatory:		



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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



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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, and Maintenance of Baner Roads
Package of 18m,24m,30m wide and total length 10.2Km road/ street/
footpath/junction/related utilities on Project Sites in Pune City under Pune Smart City Project”**
bearing Tender No. PSCDCL/Road/03/2018and dated 18/02/2018

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	



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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: [•]

(Signature of the Statutory Auditor)

Seal of the 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 : [•]



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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, and Maintenance of Baner Roads Package of 18m,24m,30m wide and total length 10.2Km road/ street/ footpath/junction/related utilities on Project Sites in Pune City under Pune Smart City Project”** bearing Tender No. . PSCDCL/Road/03/2018and dated 18/02/2018.

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 : [•]



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[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

Size of the project

Other Details

Total cost of the project

Total cost of the services provided by the Bidder

Duration of the project (number of months, start date, completion date, current status)

Mandatory Supporting Documents:



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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



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(List of Machinery)

[•]

Note: To be filled and submitted along with Appendix 11.



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List of Personnel)

Sr. No.	Name of the person/ Nos	Qualification	Whether working in field or office	Experience of execution of similar works	Period for which the person is working with the Tenderer	Remarks
1	2	3	4	5	6	7
	1. Project Manager	B.E. Civil	Field (fulltime)	15 Years		
	2. Project Engineer	B.E. Civil	Field (fulltime)	10 Years		
	3. Site Engineer (2 Nos)	DCE	Field (fulltime)	5 Years		
	4. Site Supervisor (3 Nos)	ITI or Similar qualification	Filed (fulltime)	5 Years		
	5. Landscape Architect	B arch (preferably Post Graduate in Landscape Architecture)	Field / Office (as required)	5 Years		

Note: To be filled and submitted along with Appendix 11.



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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, and Maintenance of Baner Roads Package of 18m,24m,30m wide and total length 10.2Km road/ street/ footpath/junction/related utilities on Project Sites in Pune City under Pune 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 7 years)



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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 : [•]



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Appendix 13. Bill of Quantity (“BOQ”)

Attached

Project Cost is Rs. 97.28 Cr and measurements and payments as per item rates in the BOQ. The same shall be amended after allowing for proportionate variation in cost based on + or – percentage as quoted by selected Bidder



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

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APPENDIX 15. Guidelines of the Department of Disinvestment
deleted



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APPENDIX 16. 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 Maintenance of Roads 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

1. The Client commits itself to take all measures necessary to prevent corruption and to observe



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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 of 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 or 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



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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



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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.



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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.



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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)

(For & On behalf of the Bidder/ Contractor)

(Office Seal)

Place: [•]

Date: [•]

Witness 1: (Name & Address): [•]

Witness 2: (Name & Address): [•]



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APPENDIX 17. GENERAL TECHNICAL SPECIFICATIONS

1. The General Technical Specifications comprise the “Specification for Road and Bridge Works” (Fifth Revision) issued by the Ministry of Road Transport and Highways (MORT&H), Government of India and published by the Indian Road Congress, New Delhi and for items not covered by these specification Standard Specifications edition, 1979, published by the Public Works Department, Govt. of Maharashtra, deemed to be bound into this document, unless and otherwise specifically relaxed wholly or partly through a special clause in the contract document. & relevant BIS codes of practice.

1.1 Abbreviations Used

- | | | | |
|----|-------------------|---|---------------------------------------|
| a) | LM / Lm / RMT/Rgm | = | Linear Meter / Running Meter |
| b) | Cum. | = | Cubic Meter |
| c) | Sqm. | = | Square Meter |
| d) | Cum /cc | = | Cubic Centimeter |
| e) | No. | = | Numbers |
| f) | MT / Tonne | = | Metric Tonne |
| g) | Hr | = | Hours |
| h) | Ha | = | Hector |
| i) | MoRT&H | = | Ministry of Road Transport & Highways |
| j) | IRC | = | Indian Roads Congress |
| k) | BIS | = | Indian Standards. |

2. MISCELLANEOUS :

- 2.1 Rate shall be inclusive of all taxes including sales tax, work contract tax, octroi, duties, royalty etc.
- 2.2 The special provision in detailed specifications or wording of any item shall gain precedence over corresponding contradictory provision (if any) in the standard



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specifications or P.W.D. Hand Book where reference to such specifications is given without re-producing the details in contract.

- 2.3 It is presumed that the Contractor has gone carefully through MORTH Specification & P.W.D. Hand Book and the Schedule of Rates of the Division and studied the site conditions before arriving at rates quoted by him. Decision of the Engineer-in-charge shall be final as regards interpretation of specifications.
- 2.4 Stacking and storage of construction material at site shall be in such a manner as to prevent deterioration or intrusion of foreign matter and to ensure the preservation of their quality, properties and fitness for the work. Suitable precautions shall be taken by the Contractor to protect the material against atmospheric actions, fire and other hazards. The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likely-hood of subsidence of soil, such heavy materials shall be stored on approved platforms.
- 2.5 For road and grade separator works the contractor shall in addition to the specifications cited here, comply with requirements of relevant I.R.C. Code Practice. Latest edition of MORTH specification and BIS codes shall be applicable for this work.
- 2.6 The contractor shall be responsible for making good the damages done to the existing property during construction by his men.
- 2.7 If it is found necessary from safety point of view to test any part of the structure, the test shall be carried out by the contractor with the help of the Department at his own cost.
- 2.8 The contractor shall provide, maintain, furnish and remove on completion, temporary shed for office on work site for the use of Project Engineer's representative.
- 2.9 Defective work is liable to be rejected at any stage. The contractor on no account can refuse to rectify the defects merely on reasons that further work has been carried out. No payment shall be made for rectification.
- 2.10 General directions or detailed description of work, materials and all coverage of rates given in the specification are not necessary repeated in the Bill of Quantities. Reference is however, drawn to appropriate section clause(s) of the General specifications accordance with which the work is to be carried out.
- 2.11 In the absence of specific directions to the contrary, the rates and prices inserted in the terms are to be considered as the full inclusive rates and prices for the finished work described there-under and are cover all labour, materials, wastage, temporary work, plant overhead charges and profiles, as well as the general liabilities, obligations and risks arising out of the General Conditions of Contract.



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- 2.12 The quantities set down against the item in the Schedule 'B' are only estimated quantities of each kind of work included in the Contract and are not to be taken as a guarantee that the quantities schedule will be carried out or required or that they will not be exceeded.
- 2.13 All measurements will be made in accordance with the methods indicated in the specification and read in conjunction with the General Conditions of Contract.
- 2.14 The details shown on drawings and all other information pertaining to the work shall be treated as indicative and provisional only and are liable to variation as found necessary while preparing working drawing which will be supplied by the PSCDCL during execution. The contractor shall not, on account of such variation be entitled to any increase over the ones quoted in the tender which are on quantity basis. The contractor has to make his own investigation before quoting for the work.
- 2.15 The recoveries if any from contractor will be affected as arrears of land revenue through the Collector of the District.
- 2.16 Clause 101 to 107 of Specifications of Road and Bridge works adhered herewith will be applicable to works as per Schedule 'B' unless specified otherwise in the detailed specifications of the relevant items.
- 2.17 All materials used in the construction shall conform to the requirement of Specification Clause under Section-100 "Materials for Structures" of Specification of Road and Bridge Works MORTH New Delhi.
- 2.18 Protection of underground telephone cable and aerial telephone wires and poles, transmission towers, electrical cables and water supplying lines.

During the execution of work, it is likely that the contractor may meet with telephone cable, electrical cables, water supply lines etc. it will therefore be the responsibility of the Contractor to protect them carefully. All such cases should be brought to the notice of the Engineer-in-charge by the contractor and also to the concerned department. Any damage whatsoever done to these cables and pipe lines by the contractor shall be made good by him at his cost.

3.. Order of precedence, clarifications and interpretations:

When various specifications and codes referred to in presiding portion are at variance with each other following order of precedence will generally be accepted.

- i) Special conditions of contract, Item wise specifications, revised specifications if provided and execution drawing notes etc.
- ii) MoRT&H Specifications (Specifications for Roads & Bridge work)
- iii) I.S. Codes of practice.



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iv) Standard specification 1979 PWD Govt. of Maharashtra.

In case of items for which specifications are not available in the above mentioned specifications good sound engineering practice shall be followed and in such case specifications given by the employer consultants shall be final & binding on the contractor.

4. Specifications for materials :

All material to be used in work shall satisfy provision of relevant specifications of Road and Bridge.

5. Method of MEASUREMENT:

The method of measurement and payment shall be as described under various items and bill of quantity where specific definitions are not given, the method described in MoRT&H Specification will be followed.

6. All works shall be carried out in line & level as shown on execution drawing and as directed by Engineer.

7. Clearance of SITE:

The work of site clearance before & after completion of work shall be as per Section 200 of MoRT&H specifications. Contractor shall visit the site before submitting his offer and assess the quantum of work for clearing the site before execution, during execution & after completion of work.

Mode of measurement & payment for this item is on lump sum basis and include all type of site clearance as required by the Engineer, and include cost of labour material, T & P.

8. Excavation for ROAD:

8.1 As per the respective BOQ items & their specifications mentioned.

Contractor shall note that the water table may be at higher level which will necessitate the dewatering. Dewatering and removal of water is incidental to item of work. No separate payment for dewatering etc. will be made by PSCDCL.

8.2 Setting Out :

After site is cleared and leveled, alignment & location shall be mark and excavation limit shall be set out true to lines and section as shown on working drawings. The contractor shall provide all labour, survey instrument i.e. Total station and materials required for setting out.

8.3 Disposal of excavated material :

All excavated material shall be used in work as directed. Usable surplus material shall be stacked properly as directed. Unusable excavated material shall be disposed of by the contractor as specified & directed by the Engineer.

8.4 Measurement :

Excavation work shall be measured for depth below existing road / ground level. Measurement shall generally confirm to MoRT&H Specification Section -300 Clause 304.40. Each change of strata shall be got certified by the Engineer in charge.



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Measurement for excavation shall be as required for the exact width length and depth as shown on the drawing or as directed by the Engineer.

No excess excavation will be considered for payment and extra work occasioned shall be done at contractor risk & cost.

8.5 Rate include

- Excavation & disposing of material including backfilling etc. as directed.
- Setting out works profiles etc.
- leveling of surface
- Site clearing
- Dewatering

FOLLOWING SPECIFICATION SHALL BE ADOPTED FOR ITEM WORK

SR. NO.	DESCRIPTION	REFERENCE TO SPECIFICATION MoRT&H SPECIFICATIONS FOR ROAD AND BRIDGE WORK
1	Setting out of work	Section 100 Clause 109
2	Material	Section 1000 & BIS
	a) Cement	Clause 1006
	b) Steel	Clause 1009.3
	c) Aggregate Course	Clause 1007 (I.S. Code 383)
	d) Aggregate Fine	Clause 1008 (I.S. Code 383)
	e) Water	Clause 1010
	f) Bitumen	Grade 80/100 or 30/40 (I.S. 73) as specified.
	g) Admixture	Clause 1012
3	Storage of materials cement, steel, H.T. steel, aggregate, prestressing material.	Section 1000 Clause 1014
4	Excavation for structure and foundation	MOST Section 300 Clause 304
5	Concrete for PCC, RCC work	Section 1700
6	Pavement Quality Concrete (PQC)	Section 602, 900 & 1000.
7	Steel	
	a) H.Y.S.D. reinforcement	Section 1000 Clause 1009.3 & IS 1732
8	Protection, bending, placing etc. for steel	Section 1600
9	Polypropylene Fibers	ASTM C-1116, Type III 4.1.3. ASTM C-1116, Performance Level 1 ASTM C-1399 (min. average residual strength of 0.35 Mpa).
10	Expansion Joint	Section 2600
11	Construction Joint	Section 1700 Clause Appendix - 1700 / I
12	Asphalt Wearing coat	Section 500 & Section 900
	a) Prime Coat	Section 500 Clause 502



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	b) Tack Coat	Section 500 Clause 503
	c) Bitumen Macadam	Clause 504
	d) Dense Bitumen Macadam	Clause 507
	e) Asphaltic / Bitumen Concrete	Clause 509
	f) Mastic Asphalt	Clause 515
13	Weep Hole	Section 2700 Clause 2706
14	Drainage Water Spout	Section 2700 Clause 2707
15	Metal beam crash barrier	Section 800 Clause 810
16	Traffic sign marking and other road appurtenances	Section 800
17	Item not covered above	Relevant Clause of MoRT&H Specification for Road & Bridge & IRC Codes and relevant I.S. code and specification.

9. SPECIFICATIONS INTERLOCKING CEMENT CONCRETE PAVER BLOCKS

The interlocking concrete blocks should be procured from manufacturer approved by PSCDCL and satisfying the following criteria. IRC SP 63 2004 shall be used as guideline for Paver Block work.

- Manufacturer shall have fully automatic vibro pressing plant with vertical vibration system to ensure maximum compaction to achieve required strength. The grade of concrete should be M – 40, thickness 80mm M – 30, thickness 60mm and M – 50, thickness 100mm.
- Manufacturer shall have adequate capacity mixer with digital water meter / moisture control system to maintain constant water/ cement ratio.
- Manufacturing plant shall have complete automation with computerized weigh batching system for consistent quality of paving blocks.
- Blocks shall be moist cured for initial 24 hours and then water cured for at least 15 days before dispatch to site.
- Manufacturer shall have complete laboratory setup for testing blocks as per IS 15658-2006 and should be on approved list of MMRDA, MCGM, PCMC or equivalent organization.
- Manufacturer shall possess excise registration certificate.

10. TRAFFIC MANAGEMENT DURING CONSTRUCTION

- The Contractor shall at all times carry out work on the road in a manner creating least interference to the flow of traffic while consistent with the satisfactory execution of the same. For all works involving improvements to the existing highway, the Contractor shall, in accordance with the directives of the Engineer, provide and maintain, during execution of the work, a passage for traffic either along a part of the existing carriageway under improvement, or along a temporary diversion constructed close to the highway. The



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contractor shall take prior approval of the Engineer regarding traffic arrangements during construction.

- 2 Signs, lights, barriers and other traffic control devices shall be provided and maintained in a satisfactory condition till such time they are required as directed by the Engineer, so as to ensure smooth and safe traffic on the road throughout the length. Necessary traffic arrangement at temporary diversions by signs, lights, barriers etc. is also included in the scope
- 3 The Contractor shall take all necessary measures for the safety of traffic during construction and provide, erect and maintain such barricades, including signs, markings, flags, lights and flagmen as may be required by the Engineer for information and protection of traffic approaching or passing through the section of the highway under improvement. Before taking up any construction, an agreed phased programme for the diversion of traffic on the highway shall be drawn up in consultation with the Engineer.

The barricades erected on either side of the carriageway/portion of the carriageway closed to traffic, shall be of strong design to resist violation, and painted with alternate black and white stripes, Red lanterns or warning lights of similar type shall be mounted on the barricades at night and kept lit throughout from sunset to sunrise.

At the points where traffic is to deviate from its normal path (whether on temporary diversion or part width of the carriageway) the channel for traffic shall be clearly marked with the aid of pavement markings, painted drums or a similar device to the directions of the Engineer. At night, the passage shall be delineated with lanterns of other suitable light source.

One-way traffic operation shall be established whenever the traffic is to be passed over part of the carriageway inadequate for two-lane traffic. This shall be done with the help of temporary traffic signals or flagmen kept positioned on opposite sides during all hours. For regulation of traffic, the flagmen shall be equipped with red and green flags and lanterns/lights.

On both sides, suitable regulatory/warning signs as approved by the Engineer shall be installed for the guidance of road users. On each approach, at least two signs shall be put up, one close to the point where transition of carriageway begins and the other 120 m away. The signs shall be of approved design and of refractory type, if so directed by the Engineer.

- 4 Signs, lights, barriers and other traffic control devices, as well as the riding surface of diversions shall be maintained in a satisfactory condition till such time they are required as directed by the Engineer. The temporary travelled way shall be kept free of dust by frequent applications of water, if necessary.



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TRAFFIC SAFETY MEASURES DURING CONSTRUCTION

This includes providing traffic safety arrangement required for traffic control near the stretch of road where widening or resurfacing work is being taken up, before actual start of widening/ resurfacing work of road and during the actual work. The contractor will have to provide the traffic safety arrangement as per the detailed drawing. The traffic safety arrangements will have to be got approved from the Engineer by the contractor before taking any construction activities for widening or resurfacing of road. It will be sole responsibility of bidder to provide for sufficient traffic wardens and barricades along the road edge.

The Engineer shall get himself satisfied about the traffic safety arrangement provided on the work site before allowing contractor to commence the widening activity and a certificate to that effect shall be recorded in the Measurement Book. The following traffic signs shall be provided by the contractor.

- A) The sign No. 1 “**SPEED LIMIT (20)**” shall be placed at a distance of 120 m. away from point where the transition of carriageway begins. The sign board shall be in size 60 cm. dia. having white background and red border and the numerals shall be in black colour as per IRC: 67-1977. Distance between sign No. 1 and sign No. 2 shall be minimum 20 m.
- B) The sign No. 2 cautionary boards indicating “**NARROW ROAD AHEAD**” shall be placed at a distance of 80 m. away from the point of transition of carriageway. The signboard shall be of an equilateral triangle of size 90 cm. having white colour background. Retro-reflective border in red colour and non reflective symbol in black colour as per IRC: 67-1977.
- C) The sign No. 3 signboard indicating “**MEN AT WORK / PSCDCL ROAD WORK AHEAD**” shall be placed at a distance of 40 m. away from the point of transition of carriageway. The signboard shall be of an equilateral triangle of size 90 cm. having white colour background. Retro-reflective border in red colour and non reflective symbol in black colour as per IRC: 67-1977.
- D) The sign No. 4 the board displaying the message “**GO SLOW- WORK IN PROGRESS- SORRY FOR INCONVENIENCE**” shall be placed at the point of transition of carriageway. The size of signboard shall be 1.0 m x 1.0 m. having red background and retro- reflective messages in white colour.

BARRICADING FOR WORK:

The proper barricading of the construction zone for road widening or resurfacing shall be done by contractor by using the following devices and providing adequate number of persons with Flags / Whistles and reflective jackets for traffic control.



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- Sand filled plastic cones mounted with Retro-reflective Arrow Hazard Marker sign shall be placed as indicated in the drawing. Plastic cone shall be 73 cm. in height having 39 cm. square/hexagonal bases. Sand filled plastic cones shall be placed along the work is in progress as shown in the drawing. Cones shall be fluorescent orange and shall be made of a material that can be struck without damaging vehicles on impact. For night time use, cones shall be retroreflective or equipped with lighting devices for maximum visibility. Retroreflection shall be provided by a white band 150 mm wide, no more than 100 mm from the top of the cone, and an additional 100 mm white band a minimum of 50 mm below the 150 mm top band. The reflective sheeting used for bands shall be of Class B sheeting as per IRC-67:2011.
- Retro-reflective Strong Inviolable Stand Type Barrier shall be placed at either ends of the widening area up to the edge of the Road. The barricades shall not be removed unless the permission is given by the responsible officer of the rank not less than Deputy Engineer. The Barricade shall have two plates of size 1.30 m x 0.20 m. painted black and shall have white Retro-reflective Strips of Class B sheeting as per IRC-67:2011. and mounted on Angle Iron Stand of 1.0 m. height. Minimum height of barricade shall be 1.50 m. alternatively, the barrcading with continous Tin sheets fixed on woodnen posts at distance of not more than 2 m and height not less than 1.5 m shall be used. The tin sheets shall be painted in alternat Black and Yellow paint and mainatine in god condition during the widening work. All the excavated portions of road / CD work/ RCC chambers etc shall be covered on all sides with painted Tin Sheet barrcading.
- Yellow light flasher shall be kept lit from sunset to sunrise, 2 Nos. along transition line of traffic and 3 Nos. at barriers on both sides.
- Informatory sign board indicating Name of work, Contrcator, Consultant, Amount of contract, completion period, Defect Liability period, and Telephone No., name of Juniro Engineer, Consultant and CONtrcatorENGINEER with Telephone No. shall be provided at the starting point, end point of the stretch of road proposed for widening as per the scope of the agreement.

The signs, lights, barricades and other traffic control devices shall be well maintained, till such time that the traffic is commissioned on the widened road. The size, shape and colour of all the sign and caution boards shall be as mentioned above as per detailed drawings in accordance with the relevant IRC Specifications and as per Ministry of Road Transport & Highway (MORT&H) Specifications.

The sign shall be erected when the maintenance or minor construction activity extends over longer period of time and is of a more stationary nature. It may also be used at intermediate locations on long construction areas to set apart certain road sections having a higher degree of construction activities than observed in other intersections.



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