



## **REQUEST FOR PROPOSAL**

**FOR**

### **SELECTION OF CONCESSIONAIRE FOR OPERATION AND MAINTENANCE OF THEME BASED PLACEMAKING SITES FOR PUNE SMART CITY (ABB-02)**

**Tender Number: SC14/2016**

**Dated: 06 of March, 2017**

**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**

## REQUEST FOR PROPOSAL (RFP)

**NOTICE NO. SC14/2016**

### SELECTION OF CONCESSIONAIRE FOR OPERATION AND MAINTENANCE OF PLACEMAKING SITE FOR PUNE SMART CITY

*06<sup>th</sup> March, 2017*

*[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]*

S. NO.	INFORMATION	DETAILS
1.	Project Name	Selection of Concessionaire for Operation and Maintenance of-Theme Based Placemaking Site for Pune Smart City. The Selection of Operator to implement theme based revenue generating activities, engage citizens through A&M activities and comprehensive maintenance of the garden including - landscape/hardscape, civil & structures, security, housekeeping and facilities management in Pune City
2.	RFP Reference No.	Tender No: SC14/2016
3.	Pre-Bid Conference	21st March 2017 3.30 PM at [ Ambedkar Hall, PMC]
4.	Publication of Request for Proposal	6 <sup>th</sup> March 2017
5.	Last Date to send in Requests for Clarifications	20 <sup>th</sup> March, 2017
6.	Bid Submission Date	14 <sup>th</sup> April, 2017; 2.30 PM
7.	Technical Opening	17 <sup>th</sup> April 2017; 3.30 PM
8.	Bid Validity Period	120 days from Submission Date
9.	Presentation by Bidders	20th April 2017
10.	Opening of Financial Proposal	To be notified

11.	Contact Person and Email Address	The Chief Executive Officer PUNE Smart City Development Corporation Limited (PSCDCL) Email: <a href="mailto:punesmartcity@gmail.com">punesmartcity@gmail.com</a>
12.	Letter of Award	To be notified
13.	Submission by Bidder	The Bidder shall be required to conform to the following requirements:  a) within 15 (fifteen) days of LOA i) Submission of Letter of Acceptance. ii) Submission of Performance Bank Guarantee. iii) Submission of Security Deposit.
14.	Signing of Concession Agreement	Subject to compliance of the above and other terms of RFP, the O&M Agreement shall be signed within [15 (fifteen)] days of the date of LOA.

**NOTICE OF REQUEST FOR PROPOSAL**

## RFP No. SC14/2016

Pune Smart City Development Corporation Limited (PSCDCL) invites Bids from suitable Bidders for Operation and Maintenance of Theme based Placemaking Site for Pune Smart City Initiative inter alia to create collaborative and multi-functional spaces to integrate multiple information and communication technology by transforming idle community public spaces in Pune, Maharashtra into dynamic platforms that can engage the community across themes of wellness, health, sports, sustainability, entertainment, and skilled development .

PSCDCL has already identified **the Placemaking Site and commissioned the comprehensive development including development of detailed design, engineering, procurement, erection and construction of these Placemaking Sites. The development of Placemaking Sites is currently under implementation and are expected to be handed over to PSCDCL in the month of April 2017.**

The PSCDCL is now inviting Bids for operation and maintenance of Theme based Placemaking Sites for the purpose of creating Revenue Generating Activities, engaging citizens through A&M activities, undertaking comprehensive maintenance of gardens including landscape, hardscape, civil and structures, security, housekeeping, facility management etc., of these Placemaking Sites based on their specific theme.

The last date for submission of Bids is 14<sup>th</sup> April, 2017 before 14:30 hours Indian Standard Time (“IST”). Opening of Technical Bid is scheduled at 15:30 hours IST on 17<sup>th</sup> April, 2017 at the office of PSCDCL. 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 newspaper or in any other source. Therefore, the Bidders are advised to regularly visit the websites of PSCDCL and Smart Cities India to keep themselves updated and privy to the latest information.

Bids shall be submitted in the formats specified in this RFP, sealed and marked as prescribed in this RFP and along with EMD be physically submitted to the “Office of the Deputy Municipal Commissioner (Special) and Chief Coordinator Smart City, 2<sup>nd</sup> Floor, Pune Municipal Corporation, Shivaji Nagar, Pune 411 005.

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

**This RFP shall be regarded as an invitation to an offer to all the prospective bidders and would be valid and binding on those bidders who have given an offer by submitting their respective Bids with all the requisite documents and annexures as stipulated. Furthermore, clauses [●] are carved out and will apply to all Parties who have received this RFP.**

Sd/-

Chief Executive Officer

**PUNE Smart City Development Corporation Limited**

For any queries related to the Bidding Documents please send an e-mail to: [punesmartcity@gmail.com](mailto:punesmartcity@gmail.com)

For any technical queries in connection with the access to/usage of the Smart City Web Portal please contact: **Tel: +91-020-25501137**

For any other queries, you can send an email to PSCDCL at: [punesmartcity@gmail.com](mailto:punesmartcity@gmail.com), or call us at: [●]

#### **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 the, operation and maintenance of Placemaking Site for Pune Smart City, Pune, Maharashtra, India, and must not be used for any other purpose. This document must not be passed to a third party except professional advisers assisting with the Bid submission. The document shall not be reproduced or communicated, in whole or in part, and its contents shall not be distributed in written or oral form without written permission from the issuing Authority.

#### **Signature of the issuing Authority:**

Chief Executive Officer (CEO)  
For and on behalf of the Chairman,  
Pune Smart City Development Corporation Ltd.,  
PMC Building, Near Mangla Theatre, Shivaji Nagar,  
Pune – 411 005, (Maharashtra), India  
Email: [punesmartcity@gmail.com](mailto:punesmartcity@gmail.com)  
Website: <http://www.punesmartcity.in/>

## Disclaimer

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The information contained in this Request for Proposal document (“**RFP**”) 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 any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to prepare their technical proposal 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 document does not purport to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the Chief Executive Officer, PSCDCL and their employees or advisors to consider the objectives, technical expertise and particular needs of each Bidder. The assumptions, assessments, statements and information contained in the Bid 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 document 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 their 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 Selection Process.

PSCDCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. PSCDCL may in its absolute discretion, but without being under any obligation to do so, amend or supplement the information in this RFP.

The issue of this RFP document does not imply that PSCDCL is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter), 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 Selection process.

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## SECTION 1 - INTRODUCTION

### 1.1 About Pune

- (i) 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 Pune district and was once the center of power of the Maratha Empire.
- (ii) The city is known for manufacturing and automobiles, as well as government and private sector research institutes for information technology (IT) education, management and training that attract migrants, students, and professionals from India, South East Asia, the Middle East, SAARC and Africa.
- (iii) Pune is considered as the cultural capital of Maharashtra and is also popularly known as 'Queen of the Deccan'. The city has been marked by various forts and historical places. Pune is also known as 'Oxford of the East' and has one of the oldest universities and colleges in India such as, University of Pune, College of Engineering Pune, Fergusson College, Indian Law Society Law College and Symbiosis University.
- (iv) As per 2011 census, Pune has a population of more than 9.4 mn and population density of 603 people per sq. km. The decadal population growth rate from 2001 to 2011 was reported at 30.34%.

### 1.2 About Pune Municipal Corporation

- (i) The Pune Municipal Corporation (PMC) was established on 15 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.
- (ii) Pune Municipal Corporation stood second in the Smart Cities Challenge launched by Ministry of Urban Development, Government of India. Under Smart City Initiative, PMC is committed to enhancing the livability within the city. Pune Municipal Corporation intends to transform the idle community public spaces into dynamic platforms that can engage the community across themes of wellness, health, sports, sustainability, entertainment, and skill development.

### 1.3 About Pune Smart City Development Corporation Limited (PSCDCL)

- (i) 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 has incorporated a Special Purpose Vehicle (SPV) company called PUNE Smart City Development Corporation Limited (hereinafter referred to as the “**Authority or PSCDCL**” used colloquially and interchangeably), under the Companies Act 2013, solely for the purpose of implementing the Smart City proposal. PSCDCL will be fully owned by the Government with equal shareholding from the Government of Maharashtra and the Pune Municipal Corporation.
- (ii) 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 and central government as well as independent directors.

#### 1.4 Introduction to the Project

- (i) The Authority has already commissioned the comprehensive development of Placemaking initiatives in 4 (four) sites including development of detailed design, engineering, procurement, erection and construction of these Placemaking Sites. The development of Placemaking Sites is currently under implementation and are expected to be handed over to the Authority in the month of April 2017. The details of the sites and the development that has taken place on the sites are provided in the Project Information Memorandum (**Appendix 1 of RFP**).
- (ii) The Authority is now inviting sealed Bids for operation and maintenance of Theme based Placemaking Site for the purpose of creating Revenue Generating Activities, engaging citizens through A&M activities, undertaking comprehensive maintenance of gardens including landscape, hardscape, civil and structures, security, housekeeping, facility management etc., of these Placemaking Sites based on their specific themes (“**Project**”). 2 of the 4 Placemaking Sites at Baner and Bibewadi are developed on the theme of E-Learning and Skill Development, 1 site at Baner is developed on the theme of Leisure and Meditation and 1 site at Wadgaon Sheri is developed on the theme of Innovation and Ecology.
- (iii) The Authority intends to select a Concessionaire who would pay the highest Concession Fee to AUTHORITY for the Placemaking Site facility and also design, develop, implement a Revenue Generating Model for the Placemaking Site and Operate and maintain the Placemaking Site in terms of the specifications and performance standards as set out in this RFP and the Concession Agreement through a transparent and competitive bidding process.

- (iv) The Concessionaire will be responsible for operation and maintenance of Placemaking Site in accordance with the provisions of the draft concession agreement (“Concession Agreement”) **(Appendix 10 of RFP)**. The Concession Agreement shall set forth the detailed terms and conditions for the Project. The Concessionaire shall be *[handed over the possession of /given access to the Placemaking Site]* on an as-is-where-is basis for a period of 3 (three) years from the date of commercial operations date setout in the Concession Agreement.

## SECTION 2 – PROJECT OBJECTIVE AND SCOPE

### 2.1 Vision

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

- Collaborative process with community-based participation at its centre;
- Capitalizing local community’s assets, inspiration, and potential resulting in the creation of quality public spaces that contribute to people’s health, happiness, and wellbeing;
- Creating platforms for physical, cultural, and social interactions which are accessible to people of all ages, abilities, and socio-economic backgrounds

(ii) The design principles that would inform the Placemaking initiatives are as below:

- Inclusive developments – for all age groups, common citizens, underprivileged as well as people with special needs
- Design Mantra – Create dynamic multi-purpose platforms. Designs should be of human scale, cost-effective and have high recall value
- Fast implementation - Quick transition; maximize use of prefabricated, precast and modular elements.
- Identity & Branding - An attribute or design element binding all the sites throughout diverse themes.
- Smart elements – ICT integration allowing theme specific contents and functional enhancement.
- Sustainability - Green features, re-use of material, usage of local resources and low maintenance designs.
- Scope for Citizen engagement –Engage citizens throughout the operations.

### 2.2 Placemaking Themes

(i) The Authority proposes to develop various pilot Placemaking initiatives. The pilot projects will cover the following broad themes set out in (ii) to (v) below to create neighbourhood platforms that facilitate physical, cultural, and social interactions.

(ii) Art and culture: The objective is to design a space for all those who are creatively inclined and want a platform to experiment with various mediums like painting, sculpture, dance, drama, music, etc.,

- (iii) Skill development and E-learning: The objective is to design a space for all those willing to learn and develop skills. This would create a platform providing basic infrastructure for programs ranging from play-schools, vocational training, to software training.
- (iv) Leisure and Meditation: The objective is to design a space for leisure and meditation activities for mid-aged and elderly residents for their leisure walks and routine workouts and visitors of the neighbourhood.
- (v) Innovation and ecology: The intention is to provide space for experimenting technological innovations for sustainable surroundings for e.g. urban farming.

### 2.3 Site Maps and Project Details

Site Maps and Plans for each of the Placemaking Sites are enclosed herewith as **Appendix 2**.

### 2.4 Site Theme and Objectives

Site Details are given below:

(i) ABB-02	
Location	: S. No. 140, Baner, Pune
Other Specifications for Site	The site is compounded on all sides and has 15 large existing trees.  The site has been developed to comprise of a lawn, Gazebo seating, Gabion seating, Mobile Van Parking, Signage Wall, Solar Panels, Totem ICT and IOT items, toilet block and modular library.
Area of Site	: 1226.00 Sq. meters.
Design Theme	: Leisure and Meditation
Objective	: The objective is to design a space for leisure and meditation activities for mid – aged and elderly residents and visitors of the neighbourhood. The site is located in proximity to the river and well connected by major roads linking Aundh and Baner and Balewadi. There is an upcoming high-end hospital located just opposite to the site.  The proposed site would serve the residents of the neighbourhood as well as visitors and employees of the hospital. This well designed soothing space supported by smart technology would be used for leisure and wellness. The space is designed to provide:

		<ul style="list-style-type: none"> <li>• Well-developed landscape suitable for various meditation techniques.</li> <li>• Well-designed semi-covered meditation area.</li> <li>• Provision/equipment for therapy exercises.</li> </ul>

2.5 Revenue Operations

The Revenue Operations are given below:

(i) ABB-02

#	Revenue Operations	Particulars
1.	Theme Spaces	
	Fixed Use	: There can be no deviation from proposed use of activity for each Placemaking Site given below: <ul style="list-style-type: none"> <li>• Kids play area</li> <li>• Reflexology Zone for Acupressure walking</li> </ul>
	Flexible Use	: Proposed use of activity for each platform is mentioned below, however, Concessionaire can suggest an alternative use but within the theme of leisure, health, fitness and wellness: <ul style="list-style-type: none"> <li>• Covered Multi-purpose pavilion which can be used for activities such as yoga, Zumba, cross-fit training.</li> <li>• Outdoor Gym to be equipped with cardio workout machines.</li> <li>• Mobile Van for multipurpose initiatives.</li> <li>• Library.</li> <li>• Smart Box.</li> </ul>
2.	Food & Beverage Spaces	: <ul style="list-style-type: none"> <li>• Full-Day F&amp;B pavilion</li> <li>• Part-time food truck</li> </ul>
3.	General Park Spaces	: <ul style="list-style-type: none"> <li>• Circular seating plaza</li> <li>• Gazebo seating</li> <li>• Gabion/Jali seating</li> <li>• Lawns</li> <li>• Toilet block</li> </ul>
4.	Activities Allowed	: <ul style="list-style-type: none"> <li>• Organize events and activities in order to promote use of leisure, wellness and meditation facilities restricted to Zone [●].</li> <li>• Running of F&amp;B spaces offering quality food &amp; beverage items restricted to Zone [●].</li> </ul>

			<ul style="list-style-type: none"> <li>• Green spaces for unrestricted public use [●].</li> </ul>
5.	Theme Based Operations	:	<ul style="list-style-type: none"> <li>• The Concessionaire can organise events that seek to engage the community in activities that promote leisure, health, fitness and wellness. No other activities will be allowed.</li> <li>• These activities can only be carried out within the areas designated as 'theme spaces'. This restricted space is indicated in the plan.</li> <li>• Any new activities/events shall need a one-time approval from Competent Authority to ensure fit to the theme.</li> <li>• Entry fee is the prerogative of the Competent Authority, and PSCDCL shall have ownership of the fees collected</li> <li>• The Concessionaire should as far as possible offer access to facilities and activities free-of-cost to the visitors.</li> <li>• However, if charged then the Concessionaire should:             <ol style="list-style-type: none"> <li>a. Offer concessions and discounts on activity, event to students, retired and economically backward segments of society to ensure their inclusion;</li> <li>b. Keep cash transactions minimal and as far as practicable all transactions to be carried out through banking, online and digital channels.</li> <li>c. Maintain transparency in revenue collection and maintain books-of-accounts. Concise revenue collection reports to be shared periodically with the PSCDCL.</li> </ol> </li> <li>• The Concessionaire shall keep the Placemaking Site open from 05:30 a.m. to 11:00 p.m. and ensure that the Site is manned by authorized safety and security personnel. All activities must take place within the said timings.</li> </ul>
6.	Food & Beverage Operations	:	<ul style="list-style-type: none"> <li>• The Concessionaire shall undertake the running of kiosk and food truck for selling to customer's quality and hygienic food items /snacks /drinks</li> <li>• These activities can only be carried out within the areas designated as 'F&amp;B spaces'. This restricted space is indicated in the Plan.</li> <li>• The Concessionaire can sub-contract the kiosk and food truck operations to an established F&amp;B operator.</li> <li>• Any new F&amp;B service shall need a one-time approval from Competent Authority to ensure merit and the background of the F&amp;B operator.</li> <li>• PSCDCL shall have the right to monitor, issue any</li> </ul>

			<p>directions with a view to maintain proper cleanliness and hygienic conditions in the Placemaking Site as well as its surrounding areas by the Concessionaire at its own cost.</p> <ul style="list-style-type: none"> <li>• Only reusable or biodegradable crockery such as paper and leaf moulded plates and other articles shall be allowed to be used at the F&amp;B outlets.</li> <li>• F&amp;B operator shall be not allowed to put up any glow signboard /hoardings without the prior written permission of the Competent Authority. Any advertisement /publicity of any product in any manner whatsoever shall not be allowed at the food stalls /kiosks</li> </ul>
7.	Advertising and Marketing	:	<p>The Licensee shall not have the rights to sell advertisement space on site except as permitted in the advertisement guidelines and standards :</p> <ul style="list-style-type: none"> <li>• Advertising shall be restricted to the dimensions and locations detailed in the attached advertising guideline &amp; standards.</li> <li>• Any violation from approved standards may be rectified by the Licensee immediately on being given notice by the Competent Authority. Any further violation shall attract</li> <li>• penalty and damages as per the RFP Summary.</li> <li>• The content of the advertisement shall maintain standards of decency and uphold public morals.</li> <li>• The Authority shall reserve the right to prohibit any advertisement in which it finds having objectionable content.</li> <li>• No advertisement shall be displayed for banned products and services, any banned advertisements, having indecent representation of women, violence and racial abuse.</li> <li>• Any such advertisement as considered improper for a public place by the Competent Authority.</li> </ul>

## 2.6 Operation & Maintenance

(i) In addition to the Maintenance Requirement set forth in **Appendix 9**, Scope of Work under Operation & Maintenance is as follows:

- a. To provide integrated facility management i.e. housekeeping, E&M services, Pest Control services, security services;

- b. Staffing as per contract to ensure optimum service as per scope of work;
  - c. Preparation and submission of various checklists/inspection reports as scheduled in the approved formats;
  - d. Activity reports regarding works handled;
  - e. Uniforms & Identity cards;
  - f. Provide necessary and adequate equipment's, implements, other cleaning materials and consumables to ensure optimum service as per scope of work; and
  - g. Adequate training of staff especially for any specific requirements
- (ii) The Scope of Work outlined above should be referred to as indicative type & not comprehensive type; this implies the scope can be well enhanced as deemed to be. The Concessionaire will ensure efficient, clean, eco-friendly & quality housekeeping, E&M services, pest control services and providing security services.
- (iii) During the period of the Concession Agreement, the Concessionaire shall be fully responsible for the development and maintenance of Placemaking Sites on day to today basis relating to:
- 
- (a) The cleanliness of the entire site;
  - (b) Regular watering all trees lawns, shrubs, hedges etc., of entire sit;
  - (c) Washing/cleaning of all pathways, jogging track, pergolas, bench toilet blocks;
  - (d) Civil and Electrical maintenance of entire garden;
  - (e) Disposal of dry leaves and other wastes from the entire garden as per direction of Garden department, PMC;
  - (f) Spraying pesticides / weedicide to control the pests / weeds regularly and providing /manure to all the plants & lawns;
  - (g) Uprooting all weeds and removal of unwanted bushes, wild plants from the area within the garden;
  - (h) Top dressing of soil as and when required for plants and lawns;
  - (i) Regular mowing of lawns, trimming of the bushes; and
  - (j) The agency is responsible for the security (24 hrs. x 7 days) of the entire site during the period of agreement.
- (iv) General Maintenance Practice Guidelines
- (a) The minimum standards for maintenance, repair and improvements are given in this clause.
  - (b) Concessionaire shall furnish all labour, equipment, and materials necessary to complete the maintenance of turf and plantings, as specified herein. It is the intent of the PMC/the Authority that the Placemaking Sites be maintained in a resource-efficient, sustainable, and cost-effective manner.
  - (c) Concessionaire is encouraged to use non-polluting devices like rakes and brooms when feasible. The Authority prefers that blowers and other power equipment are low-decibel, low-fossil fuel consumption, and low-emissions models.
  - (d) Concessionaire is encouraged to develop cultural practices which incorporate on-site

recycling of organic materials, such as leaves and grass clippings, and the use of recycled materials in its maintenance operations.

- (e) The Placemaking Sites shall be kept open for general public irrespective of cast, creed, race, religion and sex. However, the entry to the public shall be permitted as per the timings prescribed by the PMC and a board displaying the timings shall be put up at the entrance gate by the Concessionaire at their own cost.
  - (f) All the staff required for the security, revenue collection, upkeep, development and maintenance etc., work of the garden shall be employed by the Concessionaire and no employee of PMC/the Authority shall be engaged in the Placemaking Site including the all operations. The cost towards payment of such staff will be borne by the Concessionaire.
  - (g) For any type of development work, construction, changing of layout of the Placemaking Site etc., the Concessionaire shall have to obtain the approval in writing of the PMC/the Authority before starting such works. The ownership of these works, construction etc. will forever remain with the PMC/the Authority only. However, routine improvement will be carried out by the Concessionaire without creating any proprietary interests for the purpose of maintenance. The primary objective shall be to retain the Placemaking Sites as “Public Spaces” and any improvement or development to be done or construction to be made in future will be an ancillary activity of the said objective. It shall be ensured by the Concessionaire that the nature and spirit of the Placemaking Site will not be allowed to spoil.
  - (h) The Concessionaire shall be responsible for any unauthorized entry into the garden. The Concessionaire shall be responsible for any mishap or damage to or theft of the PMC /the Authority property that may be caused by anti-social elements.
  - (i) The Concessionaire shall supply fresh sets of uniforms/badges, identity cards, shoes to all personnel who shall wear the same while on work and also keep their uniform neat and clean.
  - (j) The Concessionaire shall depute a full time Facility Manager and two Supervisors assigned specific locations, who shall ensure that all the duties as assigned to the firm by the Client must be performed by them in the desired manner of PMC/the Authority.
- (v) Cost
- (a) The cost of improvement, maintenance, beautification and management of the Placemaking Site including water charges, repair of play equipment’s civil, electrical, garden features, electricity charges and other taxes levied on the site from time shall be borne by the Concessionaire.
  - (b) The charges for lightings for illumination of site requiring electricity for storeroom/staff and security rooms, Illuminated boards, fountains, additional lightings fittings shall be borne and paid by the Concessionaire.
  - (c) All the expenditure for regular colouring of curb stones/walls/grills will be borne by

the Concessionaire.

(vi) Hours of Service

Janitorial services are to be provided on a daily basis, along with relievers. 24 hour emergency service must be available throughout the year, without regard to daily schedules.

(vii) Reporting

The Facility Manager will submit a signed and dated daily report noting corrections, special problems, and other information as requested.

(viii) Facilities

(a) Scheduling shall be so as to optimize utility conservation. Janitorial closets and storage space will be used for janitorial supplies and equipment only. Concessionaire is responsible to maintain these areas in a clean and orderly state.

(b) The Concessionaire shall have to manage their own tools and equipments. The Concessionaire must mandatorily use all necessary instruments and equipment required for the satisfactory discharge of all the above mentioned services.

(c) All chemicals and consumables used by the agency must be of good quality and Eco-friendly.

(d) The Concessionaire shall provide on-site first aid facilities, conveniently located and adequately equipped to render first aid treatment to any injured workman employed under this RFP, all in accordance with applicable laws.

(ix) Code of Conduct

The Concessionaire shall strictly observe that its personnel:

- (a) Are always smartly turned out and vigilant.
- (b) Are punctual and arrive at least 15 minutes before start of their duty time.
- (c) Take charges of their duties properly and thoroughly.
- (d) Perform their duties with honesty and sincerity,
- (e) Read and understand their post and site Instructions and follow the same.
- (f) Extend respect to all Officers and staff of the office of the Authority.
- (g) Shall not drink liquor on duty, or come drunk and report for duty.
- (h) Will not gossip or chit chat while on duty.
- (i) Will never sleep while on duty.
- (j) Will not read newspaper or magazine on duty.
- (k) Will immediately report if any untoward incident/misconduct or misbehavior occurs, to Concessionaire.
- (l) When in doubt, approach concerned person immediately.

- (m) Get themselves checked by security personnel whenever they go out.
- (n) Do not entertain visitors.
- (o) Shall not smoke or use gutka/pan etc., in the office premises.

(x) Areas of Intervention for Maintenance Works

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

- (a) Landscape open areas comprising hardscape and softscape, like, lawns, shrubs, trees pathways, etc.
- (b) Landscape elements like garden furniture, artifacts, garden lamp posts, bollards, signage, play equipments and such other structures.
- (c) Building component including enclosed and semi enclosed civil or prefabricated structures used for public facilities.
- (d) Utilities and services like irrigation systems, electrical services, security and emergency services, fire systems, waste management etc.
- (e) ICT elements like video surveillance cameras, screens, computer systems, etc., therein.
- (f) It is not intended to be exhaustive and the Concessionaire shall carry out necessary investigation and studies to develop the knowledge of the site condition and requirements to deliver the level of service as specified in this document.

### SECTION 3 – INSTRUCTION TO BIDDERS

#### 3.1 Eligibility for Bid

- (i) A Bidder can be a company/partnership firm/other legal entity duly incorporated/established as per the [laws of the country of its incorporation] (“**Bidder(s)**”). However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder Consortium, bidding for the same Tender..
- (ii) In case the Bidder is a Consortium, it shall comply with the following additional requirements:
  - (a) Number of members in a consortium should be limited to [●] members;
  - (b) the Bid should contain the information required for each member of the Consortium;
  - (c) members of the Consortium shall nominate one member as the lead member (“**Lead Member**”) vested with the prime responsibility of developing the Project and holding not less than 51% stake in the Consortium, who shall necessarily meet the Financial eligibility criteria of this RFP. The nomination(s) shall be supported by a Power of Attorney, as per the format at **Appendix 5B** signed by all the members of the Consortium;
  - (d) members of the Consortium shall enter into formal understanding vide a Joint Bidding Agreement substantially in the format set out in **Appendix 6**, for the purpose of making the Application for the Project;
  - (e) Clearly outline the proposed roles and responsibilities of each member of the Consortium at each stage of the Bidding Process.

- (g) Commit the minimum equity stake as stipulated herein.
- (h) There shall be no change in the consortium structure after the submission of Bid. If there are any changes in the consortium structure by any Bidder, the Authority reserves the right not to consider the change in the consortium and to reject such a Bid.
- (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 Authority shall forfeit the EMD of a Bidder or in case of a Selected Bidder, the Authority shall forfeit the Security Deposit of such Selected Bidder as a mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the time, cost and effort of the Authority, including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to the Authority hereunder or/and the Concession 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 Member or Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; **Provided that** this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, or Associate, as the case may be) in the other Bidder, its Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; **Provided further that** this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 2(72) of the Companies Act, 2013. For the purposes of this clause 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 subclause (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-clause (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, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder or any Associate thereof; or

(d) such Bidder has the same legal representative for the purposes of this Bid as any other Bidder; or

(e) such Bidder or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bid of either or each of the other Bidder; or

(f) such Bidder has participated as a consultant for the Authority 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 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or contract or otherwise.

- (iv) A Bidder shall be liable for disqualification and forfeiture of EMD if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental therewith to such Project during the Bidding Process.
- (v) The Concessionaire shall be fully responsible for keeping indemnified the Authority from all legal implications and shall bear all legal expenses including any losses incurred by the Authority, 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 and Warranties, or any of the covenants or obligations of the Concessionaire under this RFP or any of the terms and conditions of this RFP by the Concessionaire or any contractor/licensee or any employee or agent of the Concessionaire.

### 3.2 Brief Description of Bidding Process

- (i) The Bidding process will be in form of an open tender. In the Bid Stage, all the applicants, (“**Bidders**”) will be called upon to submit their technical qualification information and financial offers (“**Bids**”) along with the supporting information, in accordance with the terms specified in this RFP.
- (ii) Bidders are advised to study this RFP document carefully before submitting their proposals 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. The RFP document is non-transferable.
- (iii) The selection of Bidders shall be on the basis of a Combined Quality Cum Cost Based Selection as per the procedures prescribed in this RFP. The Bidder achieving the highest combined technical and financial score will be awarded the Project. Generally, the Bidder achieving the highest combined technical and financial score shall be selected as the Concessionaire for implementation of the Project under and in accordance with the provisions of this RFP and Concession Agreement to be entered into between the Concessionaire and the Authority in the form to be provided by the Authority.
- (iv) The Concession Agreement shall set forth the detailed terms and conditions for grant of Concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “**Concession**”).
- (v) 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 Concessionaire set forth in the Concession Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained.
- (vi) 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 Authority. the Authority shall receive Bids pursuant to this RFP in accordance with the terms and conditions set forth herein and other documents as provided by the Authority pursuant to this RFP and as modified, altered, amended and clarified from time to time by the Authority (collectively the "Bidding Documents"). All the Bids shall be prepared and submitted in accordance with such prescribed terms and conditions on or before the date specified in this RFP for submission of Bids (the “**Bid Submission Date**”).

### 3.3 General Terms of Bidding

- (i) A Bidder is eligible to submit only one Bid. In case the aforesaid is not conformed to, the Authority shall reject all the Bids of which the defaulting Bidder is a party.
- (ii) Notwithstanding anything to the contrary contained in this RFP, the detailed terms of the Concession 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 Concession Agreement.
- (iii) Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (BOT, PPP or O&M), and the bar subsists as on the date of bidding, would not be eligible to submit a 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.
- (iv) 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.
- (v) The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority 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 clause shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to Bidders any Bid or any document, annexure, exhibit attached therein or any information provided along therewith.

### **3.4 Validity of RFP**

This RFP shall be valid for a period of not less than 120 days from the Bid Submission Date.

### **3.5 Due Diligence by Bidders**

- (i) Bidders are encouraged to inform themselves fully about the Project and the Placemaking Sites, by visiting the Placemaking Sites, sending written queries (*if any*) to the Authority, attending Pre-Proposal Meetings on the date and time as stipulated.
- (ii) The Bidders are also advised to study all instructions, forms, terms, requirements and other information in the Bid Documents carefully.

- (iii) 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 proposal not substantially responsive to the RFP in any respect will be at the bidder's risk entirely and may result in rejection of its Bid. For Bidders, which are consortiums, the Lead Bidder of the Consortium shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose technical and financial capacity in terms of credentials and experience was taken into consideration for the purposes of evaluating and the Technical Evaluation under and in accordance with the RFP. The Bidder shall be deemed to have knowledge of the same and shall be required to inform the the Authority forthwith along with all relevant particulars about the same and the the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event, such change in control occurs after signing of the Concession Agreement it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the the Authority being liable in any manner whatsoever to the Bidder. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the EMD or Security Deposit or Performance Guarantee, as the case may be, as damages, without prejudice to any other right or remedy that may be available to the Authority under the RFP and/ or the Concession Agreement or otherwise.
- (iv) Bidders are encouraged to submit their respective Bids after visiting the Placemaking Site and ascertaining for themselves the Placemaking 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.
- (v) It shall be deemed that by submitting the Bid, the Bidder has:
- (a) visited the Placemaking Site and has ascertained the Placemaking 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 RFP;
  - (c) received all relevant information requested from the Authority;
  - (d) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority;

- (e) satisfied itself about all matters, things and information including matters referred to in this clause 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 clause 3.5 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 Authority, or a ground for termination of the Concession 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 clause 3.5 and satisfied itself on the viability of the Project.
- (vi) The Authority 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 Bid document or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

### **3.6 Bid and other Costs**

- (i) 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 proposal, in providing any additional information required by the Authority to facilitate the evaluation process, and in providing any additional information required by the Authority to facilitate the evaluation process, and in finalising a definitive Concession Agreement or all such activities related to the bid process. the Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- (ii) The Bid document does not commit the Authority to execute a Concession 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 Authority and may be returned at its sole discretion.

### **3.7 Preparation and Submission of Bids (Format of Submission of Bids)**

- (i) Bidders shall submit their Bids in the formats specified in this RFP. The Technical Bid will be submitted online in the format specified in **Appendix 3** and Financial Bid and Financial Bid Declaration will be submitted online in the Format specified in **Appendix 4**. The Bids shall be sealed and marked as follows:
- a. The submission of the bid shall be through the e-procurement portal of PMC. The detailed information regarding the submission can be obtained from the e-procurement portal: <https://pmctenders.abcprocure.com>. Bidders are requested to register themselves with the e-procurement portal of PMC and familiarize themselves with the steps of the e-procurement process to ensure all processes are completed before submission of Bids. For any queries related to the e-procurement process please contact the tender cell of PMC on this number- 02025501137.
  - b. Digital Signature is a prerequisite for online submission. The employer 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 tenders 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: +020 02025501137)  
**Office of the Assistant Engineer,**  
**Tender Cell, Pune Municipal Corporation,**  
**Shivajinagar, Pune 411 005, (Maharashtra), India**
  - d. Technical & Financial Proposal to be submitted in electronic format on the website <https://pmctenders.abcprocure.com/pmctenders/EProc.jsp>.

- (ii) The Bidder shall submit a copy of the RFP document, along with any amendments, duly stamped and signed by its authorized signatory. The Bidder shall submit a Power of Attorney as per the format provided in **Annexure 5A** authorizing the signatory of the Bid to commit the Bidder and in case the Bidder is a consortium, then Power of Attorney as per the format provided in **Annexure 5B**, authorizing the Lead Member to sign the Bid on behalf of the Consortium.
- (iii) Bidders should note the Bid Submission Date for submission of Bid Documents. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents submitted by the closing time of Bid Submission Date. Bidders may be asked to provide additional material information or documents or technical presentations subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.
- (iv) The Bid documents shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Bid Documents shall be initialed by the person(s) signing the Bid Documents. The Bid Documents must be signed by the authorized signatory (the Authorized Signatory) as detailed below:
- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (d) by the authorized representative of the Lead Member, in case of Consortium.
- (v) The Bidders will have to satisfy the Technical Qualification in **Appendix 7**.
- The bids of only those Bidders shall be considered for evaluation who have made online payment of INR 1229/- (Rupees One thousand two hundred and nine only) as Tender Fee ("Tender Fee") in addition to the EMD prescribed in this RFP, without which bids will not be accepted.
- (vi) The Bidder shall provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five 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 Authority reserves its right to take appropriate action including rejection/disqualification of the Bid, forfeiture of Bid Security etc. as may be deemed fit and proper by the Authority at any time without requiring giving any notice to the Bidder in this regard.

(vii) Bidders shall provide such evidence of their continued eligibility criteria fulfilment in terms hereof to the Authority as the Authority shall reasonably request.

(viii) While participation is open to persons from any country, the following provisions shall apply:

(a) 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 person's resident outside India or where a Bidder is controlled by person's resident outside India; or

(b) if at any subsequent stage after the date of the Bid submission, there is an acquisition of not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital or control, by person's resident outside India, in or of the Bidder;

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

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert. In determining such holding or acquisition, the Authority 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 Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

### **3.8 Clarifications in the RFP/Tender**

(i) Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax or email in accordance with the RFP. They should send in their queries before the date specified in the schedule of Bidding Process. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than [5 (five) days] prior to the Bid Submission Date. The responses will be posted on the web sites mentioned in the bid document.

- (ii) The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves its right to not respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification. The Authority shall not take any responsibility for any postal or any other delay in response.
- (iii) The Authority 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 Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

### **3.9 Amendment of RFP**

- (i) At any time prior to the deadline for submission of RFP, the Authority 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.
- (ii) 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 RFP.
- (iii) In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date, if it may deem fit as per its sole discretion.

### **3.10 Right to accept and to reject any or all Bids**

- (i) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- (ii) the Authority reserves the right to reject any Bid and forfeit the Security Deposit 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 Authority, the supplemental information sought by the Authority 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 Authority 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 Authority, including annulment of the Bidding Process.
- (iii) In case it is found during the evaluation or at any time before signing of the Concession Agreement or after its execution and during the period of subsistence thereof, including the Concession Period thereby granted by the Authority, 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 Bidder shall be disqualified forthwith, if not yet appointed as the Concessionaire either by issue of the Letter of Award (referred as “LOA”) or entering into of the Concession Agreement, and if the Bidder has already been issued the LOA or has entered into the Concession 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 Authority to the Selected Bidder, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire, as the case may be. In such an event, the Authority shall forfeit the EMD or Security Deposit or Performance Guarantee, as the case may be, as compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.
- (iv) The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, 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 Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

### **3.11 Language**

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.

### **3.12 Documents Comprising Bid**

Documents comprising the Technical Bid and the Financial Bid are specified in **Appendix 3** and **Appendix 4** respectively.

### **3.13 Financial Bid**

- (i) The Bidder shall quote in its Financial Bid in terms of the Highest Fee payable to the Authority.
- (ii) The Concession Fees payable by the Concessionaire shall be exclusive of applicable service tax and other similar levies, which shall be payable over and above the payment by the Concessionaire.

### **3.14 Currencies of Bid Payment**

- (i) All payments to the Concessionaire or to the Authority shall be made in INR in accordance with the provisions of this RFP and the Concession 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 Concessionaire.
- (ii) The Bidder shall quote the figure in its Financial Bid in both figures and words, in Indian National Rupee (INR).

### **3.15 Earnest Money Deposit**

- (i) Bidders shall submit, along with their Bids the Earnest Money Deposit (“EMD”) amounting to Rs. 36,000/- in favour of Chief Executive Officer, Pune Smart City Development Corporation Limited by way of demand draft from Nationalized or Scheduled Banks except Cooperative Banks, payable at Pune. The EMD shall be in the form of a Demand Draft valid for 180 (one hundred and eighty) days from the Bid Submission Date.
- (ii) In case Bid is submitted without EMD as mentioned above then the Authority reserves the right to reject the bid without providing opportunity for any further correspondence to the Bidder concerned.
- (iii) Unsuccessful Bidder’s EMD will be discharged/ returned as promptly as possible, but not later than 120 (one hundred and twenty) days after Signing of the Concession Agreement with the Selected Bidder.
- (iv) The decision of the Authority regarding forfeiture of the EMD and rejection of bid shall be final & shall not be called upon question under any circumstances.
- (v) 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 increases their quoted prices during the period of bid validity or its extended period, if any; or

(b) In the case of a Selected Bidder, if the Bidder fails to sign the Concession Agreement or to furnish

Performance Guarantee within specified time; or

(c) During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization; or

(d) During the bid process, if any information found wrong / manipulated / hidden in the bid.

### **3.16 Performance Bank Guarantee and Security Deposit**

(i) The Selected Bidder shall at its own expense, deposit with the Authority, within 30 days of the notification of award (done through issuance of the Purchase Order/Letter of Acceptance), an unconditional and irrevocable Performance Bank Guarantee (PBG) from a list of approved banks as per the format given in this Bid Document, payable on demand, for the due performance and fulfilment of the contract by the bidder.

(ii) This Performance Bank Guarantee will be for an amount equivalent to 5 (Five) Percent of Bid Value (total Concession Fee) or INR [1,80,000], whichever is higher. All charges whatsoever such as premium, commission, etc. with respect to the Performance Bank Guarantee shall be borne by the bidder. The Performance Bank Guarantee letter format can be found in the **Appendix 8** of this RFP.

(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 Bidder under the Concession Agreement. However, no interest shall be payable on the Performance Bank Guarantee.

(iv) In addition to the Performance Security an additional Security Deposit for an amount equivalent to 4 (Four) Percent of Bid Value (total Concession Fee) or INR [1,80,000], whichever is higher, has to be deposited in cash by the Bidder with the Authority.

### **3.17 Deadline for Submission of Bids**

(i) Bids must be received by the Authority at the address as mentioned in the RFP on or before 14<sup>th</sup> April, 2017 up to 14:30 hrs (IST).

(ii) The Authority may, at his discretion, extend the Bid Due Date by issuing an addendum in respect thereof.

- (iii) In the event of specified date of Bid Submission Date being declared a holiday for The Authority, the deadline for submission of Bid shall be the next working day.

### **3.18 Late Bids**

Any Bid received by the Authority after the Bid Submission Date will be returned unopened to the Bidder.

### **3.19 Withdrawal of Bids**

- (i) The Bidder may withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Submission Date. No Bid shall be withdrawn by the Bidder on or after the Bid Submission Date.
- (ii) Notwithstanding anything contained in this RFP, the Authority 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 Authority's action.

### **3.20 Opening of the Technical Bid**

- (i) The Authority will open the Technical Bids received in public (except those received late) containing the sealed Technical Bid and the sealed Financial Bid and announce the names of Bidders, in the presence of 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 Authority, the Bid will be opened at the appointed time and location on the next working day.
- (ii) Only bids that are opened and read out at the proposal opening and are accompanied with the EMD shall be considered further for the Bidding process.
- (iii) 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 Authority may consider appropriate.
- (iv) The Authority shall prepare a record of the proposal opening that shall include, at a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; and the presence or absence of earnest money deposit. The Bidders' representatives who are present shall be requested to sign the attendance sheet.

### **3.21 Technical Evaluation of Bid**

- (i) Prior to evaluation of Technical Bids, the Authority shall determine whether the Earnest Money Deposit furnished along with the Bid conforms with the amount and validity period as specified in this RFP document. If non-confirming, then the Bid shall be rejected forthwith by the Authority on account of being non-responsive.
- (ii) As part of the Technical Evaluation, Bidders will be required to make a presentation to the Bid Evaluation Committee on their experience and credentials on the Bid Submission Date.
- (iii) The Authority 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 the Authority's interest).
- (iv) Only those Bids which have a minimum score of 65% marks in technical evaluation will be considered for opening of their Financial Bid. However, the Authority reserves its right to lower the minimum required marks if none of the Bidders achieves 65% of the total marks. Only the Bids qualifying the technical evaluation will be considered for commercial evaluation.



- (iii) The Bidder achieving the highest combined technical and financial score will be identified as the Selected Bidder for the Project.
- (iv) The Authority may choose to accept the Bid of the Selected Bidder or invite the Selected Bidder for further negotiations or reject any offer.

### **3.24 Evaluation Process and Determination of Responsiveness**

- (i) The Bids received by the Authority will be scrutinized and evaluated to establish “**Responsiveness**”. A Bid may be deemed “**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.
- (ii) The Authority reserves the right to reject any Bid which is Non-Responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority 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 Bid Document.
- (iii) The Authority shall appoint a Bid Evaluation Committee (“**BEC**”) to scrutinize and evaluate the Technical and Financial Proposals received.
- (iv) There should be strictly no mentioning of the bid prices in any part of the Bid other than the Financial Bid.

### **3.25 Pre-Bid Conference**

- (i) The official representatives of the Bidders are invited to attend a Pre-Proposal meeting/conference which will take place in the office of the Authority, on 21<sup>st</sup> March, 2017 at 15:30 Hours, at Ambedkar Hall, PMC. A maximum of 2 (two) representatives of each Bidder shall be allowed to participate on production of authority letter from the concerned Bidder.
- (ii) During the course of Pre-Proposal conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. the Authority shall endeavor to provide:
  - (a) clarifications and such further information including addendum as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive;
  - (b) Bidding Process.

### **3.26 Correction of Errors**

- (i) Financial Bids determined to be responsive will be checked by the Authority for any arithmetic errors. Arithmetic errors will be rectified, where there is a discrepancy between the Concession Fees 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.
- (ii) The figure stated in the Financial Bid will be adjusted by the Authority in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected, and his EMD shall be liable for forfeiture.

### **3.27 Clarification sought by the Authority from Bidders**

- (i) To assist in the examination, evaluation and comparison of Bids, the Authority 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 Authority in the evaluation of the Bids.
- (ii) Subject to the above, no Bidders shall contact the Authority on any matter relating to his Bid from the time of Bid opening to the time contract is awarded.
- (iii) Any effort by the Bidder to influence the Authority in the the Authority's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of his Bid.

### **3.28 Process to be Confidential**

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 Authority in relation to, or matters arising out of, or concerning the Bidding Process. the Authority 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 Authority 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 Authority or as may be required by law or in connection with any legal process.

### **3.29 Contact during Evaluation**

Bids shall be deemed to be under consideration immediately after their opening and until such time as the Authority 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 Authority or any of its directors, members, employees, staff and/or any person who may be related to PSCDCL, on matters related to the Bids under consideration.

### **3.30 Correspondence with the Bidder**

- (i) All communications, including proposal documents should be addressed to: “the Office of the Deputy Municipal Commissioner (Special) and Chief Coordinator Smart City, Pune Smart City Development Corporation Limited, Second Floor, Pune Municipal Corporation, PMC Building, Near Mangla Theatre, Shivaji Nagar, Pune – 411 005” alternately can be emailed to [punesmartcity@gmail.com](mailto:punesmartcity@gmail.com).
- (ii) All communications should contain the following information: Tender No. SC14/2016 - Operation and Maintenance of Theme Based Placemaking Site for Pune Smart City.

### **3.31 Process after Identification**

- (i) After identification of Selected Bidder, the Authority shall notify the Selected Bidder through a Letter of Award (LOA) that its Bid for the Project has been accepted.
- (ii) The Selected Bidder shall within 15 (fifteen) days of the receipt of the LOA shall confirm and accept the LOA together with documentary evidence and supporting information for all self-attested documents submitted for pre-qualification and technical qualification rounds documentation as prescribed in the aforementioned clauses. In the event of the Selected Bidder not providing the information by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate and en cash the EMD of such Bidder as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to provide the required information.
- (iii) After the Authority confirms the receipt of the duplicate copy of the LOA from the Selected Bidder and verifies and confirms the supporting documents received from the Selected Bidder, the Authority will within 30 (thirty) days from date of issuance of LOA send the Selected Bidder the Pro forma for Concession Agreement, incorporating all clauses/agreements between the parties. Within 15 (fifteen) days of receipt of the Concession Agreement format, the Selected Bidder shall sign and date the Concession Agreement and return it to the Authority.
- (iv) Upon the Selected Bidder’s executing the Concession Agreement with the Authority, it will promptly notify each unsuccessful Bidder and return their EMDs.

## **SECTION 4 - FRAUD & CORRUPT PRACTICES**

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA as and during the subsistence of the Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Concessionaire, as the case may be, if it determines that the Bidder or Concessionaire, 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 Authority shall be entitled to forfeit and appropriate the EMD or Security Deposit 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 Authority under the Bidding Documents and/or the Concession Agreement or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 5.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Concession Agreement, such Bidder or Concessionaire shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Concessionaire as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority 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 Concession 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Concession Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority 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 Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process or abstaining itself or any person from bidding as would have the effect of eliminating competition or a competitor.



## SECTION 5 - MISCELLANEOUS PROVISIONS

- 5.1 Governing Law and Jurisdiction of the Court: The Bidding Process shall be governed by, and construed in accordance with, the laws of India. The Courts at Mumbai, Maharashtra shall have the exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process and Bid Documents.
- 5.2 The Authority, 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 Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 5.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.
- 5.4 The Bidder shall take all necessary precautions to prevent any nuisance or inconvenience to the Public or any owners, tenants or occupiers of adjacent properties during execution of work.
- 5.5 In the event of any restrictions being imposed by the Authority, security agencies, traffic agencies, or any other authority in the working area, the Bidders shall strictly follow such restrictions and nothing shall be excused from doing the stipulated work on this account. The loss of time on this account, if any, shall have to be made by deploying additional resources to complete the work in time.
- 5.6 The Authority shall have the right, to have any person removed who is considered unacceptable due to the reasons of security, efficiency, etc.

- 5.7 Indemnity Clause: The Bidders shall defend, indemnify, release and hold the Authority 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 Authority) or for loss of or damage to property (including the Concessionaire or the Authority property), in each case whether directly or indirectly resulting from or arising out of Bidding performance under this RFP document / concession agreement. This indemnity shall apply whether or not the Authority 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 one or more of the the Authority. 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 document/ O&M agreement and, shall not apply where such loss, damage, injury, liability, death or claim is the result of the sole negligence or willful misconduct of the Authority.
- 5.8 Applicable Law(s): The Bidders 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 authority or court or other law, rule or regulation approval from the relevant governmental authority, 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 while providing these services.
- 5.9 Documents and Information: The documents including this RFP document and all attached documents, provided by the Authority are and shall remain or become the property of the Authority 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 Authority will not return to the Bidder any Bid, document or any information provided along therewith.
- 5.10 Survival: Termination shall:
- (a) not relieve the Bidders or the Authority, 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 Tender expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

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

- 5.11 Entire Agreement: This Tender along with its Annexures and the Schedules together constitute a complete and exclusive statement of the terms of the Tender 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 Tender are abrogated and withdrawn.
- 5.12 Severability: If for any reason whatsoever any provision of this Tender is or becomes invalid, illegal, or unenforceable, or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal, or unenforceable, then the validity, legality, or enforceability of the remaining provisions shall not be affected in any manner. Moreover, the unenforceable provisions shall be severed and the remainder of the provisions of this RFP shall continue in full force and effect as if this RFP had been executed without the invalid, illegal or unenforceable provisions.
- 5.13 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 authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.
- 5.14 Third Parties: This RFP is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this RFP shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this RFP.
- 5.15 Assignment and Charge: 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 Authority can be assigned, transferred or allocated to a third party. The Bidders shall not create or permit to subsist any Encumbrance over or otherwise transfer or dispose of all or any of its rights and benefits under the Bid Documents.
- 5.16 Amendments: This RFP and Schedules and Bid Documents together with Corrigendums and Addendums constitute a complete and exclusive understanding of the terms of the Tender between the Authority and the Bidders on the subject hereof any amendment or addendum or modification or corrigendum hereto, released by the Authority by any nomenclature of shall be valid and effective, on all the Parties hereto.

- 5.17 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 Authority and Bidders at their respective addresses, if the Notice is sent to the Authority then it shall be sent to the following address set forth below:

If to the Authority, at:

The Chief Executive Officer,  
PUNE Smart City Development Corporation Limited (“PSCDCL”),  
PMC Building, Near Mangla Theatre,  
Shivaji Nagar, Pune - 411 005,  
(Maharashtra), INDIA

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

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

- 5.18 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 Authority.

- 5.19 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.
- 5.20 Copyright and Intellectual Property rights: The Bid Documents and other design documents made by (or on behalf of) the Authority shall not, without the Authority 's consent, be used, copied or communicated to a third party by (or on behalf of) the Authority for purposes other than those permitted under this RFP. As between the Parties, the Authority shall retain the copyright and other intellectual property rights in this Bid and other documents made by (or on behalf of) the Authority. 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 Authority's consent, be copied, used or communicated to a third party by the Bidders, except as necessary for the purposes of the Bid.



## SECTION 6 - TERMINATION

The terms and conditions provided in this RFP shall be effective from the date hereof, and shall continue in full force and effect until the date of signing of the Concession 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 Authority, that it has terminated the Tender. Refund of the Earnest Money Deposit submitted by the Bidders will be made in accordance to Clause 3.15 prescribed hereinabove, for the unselected/ unsuccessful Bidders, and or in case the Authority cancels or terminates the Tender.

## SECTION 7 - DISPUTE RESOLUTION

- 8.1 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 Authority and the Bidder). If the dispute is not resolved by joint discussion, then the matter will be referred for adjudication to a sole arbitrator appointed by the Chairman, the Authority on receipt of written notice/ demand of appointment of Arbitrator from either party.
- 8.2 The award of the sole Arbitrator shall be final and binding on all the parties. The cost of Arbitration shall be borne by the respective parties equally. The seat of Arbitration shall be Mumbai, Maharashtra.
- 8.3 Rules governing Arbitration Proceedings: The Arbitration Proceedings shall be governed by Indian Arbitration and Conciliation Act 1996, as amended from time to time including provisions in force at the time the references made. During the pendency of arbitration proceedings the Bidders shall continue to perform and make due payments to the Authority as per the Tender.

## **SECTION 8 - LIQUIDATED DAMAGES**

Time is the essence of this Tender and the delivery dates are binding on the Concessionaire. In the event that the Concessionaire fails to repair or rectify any Defect or deficiency within the period specified in the Concession Agreement, it shall be deemed to be in breach of the Concession Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid at 120% (One Hundred Twenty per cent) of the cost of such repair or rectification as estimated by the Engineer-in-Charge in accordance with this Agreement. Recovery of such Damages shall be without prejudice to the rights of the Authority under the Concession Agreement , including the right of Termination thereof.

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## **Appendix 1 - Project Information Memorandum**

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## **Appendix 2 - Placemaking Site Maps and Plans**

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## Appendix 3 – Format of Technical Bid

### Technical Proposal

#### General Instructions on Preparation of the Technical Proposal

- i. Bidders have to submit a structured and organized technical bid as per the format prescribed in the RFP. The document submitted must be searchable and well indexed without any handwritten material.
- ii. Checklist of documents to be submitted in Technical and Financial Proposal:

No.	Document Required	Submitted (Y / N) if applicable	Documentary Proof (Page No.)
<b>Technical Proposal (to be provided in separate sealed envelope as prescribed in the RFP.</b>			
1.	Annexure A: Letter for Technical Bid		
2.	Annexure B: Supporting Documents for proving Constitution and period of Operations of Concessionaire as per TEC_1		
3.	Annexure C: Supporting information for proving Financial Status related to TEC_2		
4.	Annexure D: Supporting information for proving Financial Status related to TEC_3		
5.	Annexure E: Supporting information related to TEC_4		
6.	Annexure F: Format of Undertaking		
7.	Annexure G: Letter of transmittal/confirmation to be provided by the Bidder		
8.	Other Documents:  (a) Appendix 5A: Power of attorney for signing the Bid (b) Appendix 5B: Power of attorney for lead member of consortium (c) Appendix 6: Joint Bidding Agreement (d) Appendix 8: Performance Bank Guarantee		



**Annexure A - Letter for Technical Bid**

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

Ref. No.

Date: dd/mm/yyyy

To,

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

Subject: Technical Proposal for Operation & Maintenance of Theme Based Placemaking venues in Pune.

Dear Sir/Madam,

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 apply for qualification and bidding for undertaking "**Operation & Maintenance of Theme Based Placemaking venues in Pune**" ("**Project**"). We are enclosing our Bid, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bid 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 180 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 \_\_\_\_\_ / consortium of \_\_\_\_\_. [enter name of Bidder/ each name in case of consortium], in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document 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 Indian laws and regulations 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.
7. I/ We declare that:
  - a. I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by PSCDCL; and
  - b. I/ We do not have any conflict of interest in accordance with the RFP document; 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, as defined in the RFP document, in respect of any tender or request for Bid issued by or any agreement entered into with PSCDCL or any other public sector enterprise or any government, Central or State.
8. 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.
9. 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;
10. I/ We further certify that in regard to matters relating to security and integrity of the country, 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.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.
12. 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.

13. 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.
14. I/ We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
15. I/We have studied all the Bidding Documents carefully and also surveyed the Project details. We understand that except to the extent as expressly set forth in the Concession 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.
16. The concession fees has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, Concession 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.
17. 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 /Concession is not awarded to me/us or our Bid is not opened or rejected.
18. I/We agree and undertake to abide by all the terms and conditions of the RFP document which *inter alia* include payment of Initial Upfront Payment and Project Development Fees, furnishing of the Performance Security to PSCDCL in the manner provided in respect thereof in the RFP, including payment of the Revenue share in the manner as provided in the Concession Agreement.
19. I/ We confirm that all the terms and conditions of the Bid are firm and valid for acceptance for a period of 180 days from the Bid Due Date.
20. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness, thereof, I/ We submit this Bid under and in accordance with the terms of the RFP document.

Thanking you,

Yours sincerely,

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

**Signature:** (Authorized Representative & Signatory)

**Name of the Person:**

**Designation:**

**Address:**

**Telephone & Fax:**

**E-mail address:**

## **Annexure B: Supporting information related to TEC 1**

<<To be printed on lead Applicant company's letterhead and signed by Authorized signatory>>

Date: dd/mm/yyyy

To

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

Sir/ Madam,

Please find the details of lead Applicant and other consortium members for participation the RFP Document **“Operation & Maintenance of Theme Based Placemaking venues in Pune.”** tender:

#	Particulars	Lead Applicant (Consortium Member #1)	Consortium Member	Consortium Member	Consortium Member
1	Name of the organization				
2	Type of Organization (Pvt. Ltd/ Public Limited)				
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 registration				
9	Details of ISO 9001:2008/ CMMI level 3 and above/ any global certifications				
10	PAN/ Equivalent				
11	TIN/ Equivalent				
12	Address of Registered office in India				
13	No of years of operations in India				
14	Authorized Signatory Name				
15	Authorized Signatory Designation				
16	Authorized Signatory Contact Details				

The below mentioned have been attached for the Lead Bidder to further demonstrate that that the applicant has been operational at least for 5 (five) years as on the Bid Submission Date and roles and responsibilities of consortium members:

1. Certificate of Incorporation/Registration under the Companies Act 1956/ Companies 2013.
2. Memorandum and Articles of Association.
3. Consortium Agreements stating the roles and responsibilities of each member.

Yours Sincerely,

---

Signature of Authorized Signatory (with official seal)

Name :  
Designation :  
Address :  
Telephone& Fax :  
E-mail address :

## Annexure C: Supporting information related to TEC 2

Date: dd/mm/yyyy

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

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP tender Document  
“**Operation & Maintenance of Theme Based Placemaking venues in Pune.**”:

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

No.	S.	Financial Year	Annual Revenue of Applicant (INR)
1.		2012-13	
2.		2013-14	
3.		2015-16	
<b>Average Annual Turnover</b>			[ indicate sum of the above figures divided by 3]
<b>Certificate from the Statutory Auditor</b>			
This is to certify that..... [Name of the Firm] [Registered Address] has received the payments shown above against the respective years.			
Name of Authorized Signatory:			
Designation:			
Name of firm:			
(Signature of the Statutory Auditor)			
Seal of the Firm			

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

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

### **Annexure D: Supporting information related to TEC 3**

Date: dd/mm/yyyy

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

Sir/ Madam,

I have carefully gone through the Terms & Conditions contained in the RFP tender Document  
“**Operation & Maintenance of Theme Based Placemaking venues in Pune**”.

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.

S. No.	Financial Year	Net Worth of Applicant (INR)
1.	2015-16	
<p><b>Certificate from the Statutory Auditor</b></p> <p>This is to certify that..... [Name of the Firm] [Registered Address] has received the payments shown above against the respective years.</p> <p>Name of Authorized Signatory: Designation: Name of firm:</p> <p>(Signature of the Statutory Auditor) Seal of the Firm</p>		

Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders)

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 :

## **Annexure E: Supporting information related to TEC 4**

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

The Lead Applicant can **demonstrate business operation expertise** in the theme operations relevant to the site selected for bidding for the last 3 years as on date of EOI submission [ For eg pre-school, children's activities, vocational training, etc]

## **Annexure F: Format of Undertaking**

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

Ref. No.

Date: dd/mm/yyyy

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,

We hereby undertake that as on the date of the proposal, we are not blacklisted by the Pune Municipal Corporation (PMC), Central, State Governments in India for the last three (3) years preceding the Bid Submission Date.

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:

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

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

Ref. No.

Date: dd/mm/yyyy

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 Ref. No. \_\_\_\_\_ dated \_\_\_\_\_, for Operation & Maintenance of Theme Based Placemaking Projects in Pune

In response to the Tender Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for Selection of agency for Operation & Maintenance of Theme based Placemaking Projects in Pune, as a Proprietor/ Partner/ Director of \_\_\_\_\_, I/We hereby state and submit that I/ We have read the RFP and the bid documents for the above captioned matter. I/We have also got myself/ ourselves acquainted with all conditions of contract/ general conditions of the contract/ scope of work/ mode of measurement/ detailed specification for operation & maintenance/ plans etc... thereby comprising of the entire bid documents of the above captioned matter.

The rates quoted by me/us are after taking into consideration all facts and figures given in the bid document. Therefore, I/We shall not claim anything after opening of the bid documents on the ground of ignorant of contents of bid documents.

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

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

Yours sincerely,

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

**Signature:** (Authorized Representative & Signatory)

**Name of the Person:**

**Designation:**

**Business Address:**

**Telephone & Fax:**

**E-mail address:**

**Date:**

**Place:**

## Appendix 4 – Format of Financial Bid

Date: dd/mm/yyyy

To

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

Sir/Madam,

I have carefully gone through the Terms & Conditions contained in the RFP Document “**Operation & Maintenance of Theme Based Placemaking venues in Pune**” (“Project”).”.

I/We hereby quote Rate of (In figure) Rs. \_\_\_\_\_ lumpsum. (in words)  
Rupees \_\_\_\_\_

I/We further declare the format for schedule of payment for services and works completed as under:

#	Description	Mode	Bid Amount
1	Implement theme based revenue generating activities, engage citizens through A&M activities and comprehensive maintenance of the garden including – landscape/hardscape, civil & structures, security, housekeeping and facilities management	Lump sum per year	INR

\*Note

1. Concessionaire to state bid amount as a positive amount which is to be paid by lead bidder to PMC per year
2. Bid amount will be escalated by 10% every year
3. Yearly amount will be divided into 4 quarterly payment instalments

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

## Financial proposal declaration

<<To be printed on letter head of Lead Bidder and signed by Authorized signatory of lead bidder>>

Date: dd/mm/yyyy

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 “**Operation & Maintenance of Theme Based Placemaking venues in Pune**” (“**Project**”).

**Ref** : Tender No: <No> Dated <DD/MM/YYYY>

Dear Sir/ Madam,

We, the undersigned Bidders, having read and examined in detail all the bidding documents in respect of RFP “**Operation & Maintenance of Theme Based Placemaking venues in Pune**” (“**Project**”) do hereby propose to provide services as specified in the Bid Document referred above.

### 1. PRICE AND VALIDITY

- All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. All the prices and other terms and conditions of this Tender are valid for entire contract duration.
- We hereby confirm that our Tender prices include all taxes. Taxes are quoted separately under relevant sections, as specified in the Bid Document formats.
- We have studied the clause relating to Indian Income Tax and hereby declare that if any income tax, surcharge on Income Tax, Professional and any other corporate Tax in altered under the law, we shall pay the same.

### 2. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Bid Documents and there are no deviations except for those mentioned in Pre-Qualification 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 bid documents, other than those stated in the deviation schedule in Pre-Qualification Envelope, 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 Tender, we agree to furnish the same in time to your satisfaction.

4. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the Bid Document. The bid price at which the contract is awarded shall hold good for entire tenure of the contract. These prices are indicated in the subsequent sub-sections of this Section.

5. CONTRACT PERFORMANCE GUARANTEE

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

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender 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 Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Thanking you,

Yours faithfully,

(Signature of the Authorized Signatory)

Name

Designation

Seal.

Date:

Place:

Business Address:

## **Appendix 5A – Power of Attorney for Signing the Bid**

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

Bid No.:

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 a Concession Agreement and execute all the necessary matters related thereto, in the name and on behalf of the Company in connection with the execution, completion of the Concession Agreement of the [name of the project] Project.

Bid No.

OFFICIAL SEAL AND SIGNATURE OF THE COMPANY:

\_\_\_\_\_

Printed Name of the Legal Representative:

\_\_\_\_\_

\_\_\_\_\_

Signature of the Legal Representative:

\_\_\_\_\_

\_\_\_\_\_

Printed Name of the Attorney:

\_\_\_\_\_

In the capacity of:

[Insert title or other appropriate designation]

Signature of the Attorney:

\_\_\_\_\_

Company’s seal:

\_\_\_\_\_

Printed Name of the Witness:

\_\_\_\_\_

In the capacity of:

[Insert title or other appropriate designation]

Signature of the Witness:

\_\_\_\_\_

Address of Witness: \_\_\_\_\_

\_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [date of signing]

[Note: The Bidder should include such Power of Attorney in its bid in original.]

### **Appendix 5B – Power of Attorney for Lead Member of Consortium**

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

Whereas the PSCDCL has invited applications from interested parties for the “Request for Proposal for Selection of Concessionaire for Operation & Maintenance of Theme Based Placemaking Projects in”.

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ..... having our Registered office at.....,

M/s,..... having our Registered office at .....,

M/s,..... having our Registered office at .....,

M/s,..... having our Registered office at .....,

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

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20....

For .....

(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

For .....  
(Signature)

.....  
(Name & Title)

Witnesses:

1.

2.

(Executants)

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

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

## Appendix 6 – Joint Bidding Agreement

*[To be executed on Non-Judicial Stamp Paper]*

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

AMONGST

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

AND

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

AND

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

AND

4. (Limited, a company incorporated under the Companies Act, 1956 or 2013 and having its registered office at [•] (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)} The above mentioned parties of the FIRST, SECOND and THIRD and FOURTH PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

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

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

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

NOW IT IS HEREBY AGREED as follows:

## 1. Definitions and Interpretations

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

## 2. Consortium

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

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

## 3. Role of the Parties

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

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;
- b) Party of the Second Part shall be {the \_\_\_\_ Member of the Consortium};
- c) Party of the Third Part shall be {the \_\_\_\_ Member of the Consortium};
- d) Party of the Fourth Part shall be {the \_\_\_\_ Member of the Consortium}.

## 4. Joint and Several Liability

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

## 5. Shareholding in the SPV

5.1. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party:

Second Party:

Third Party:

Fourth Party.

5.2. The Parties undertake that a minimum of 34% (thirty four per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times of the date of commercial operation of the Project, be held by the Parties of the First, Second Part whose experience and net worth have been reckoned for the purposes of qualification and short-listing of Bidder for the Project in terms of the Tender.

5.3 The Parties undertake that each of the Parties specified in clause 6.2 above shall maintain at all times hold subscribed and paid up equity share capital of SPV equivalent to at least 10% (ten per cent) of the Total Project Cost.

5.4 The Parties undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV at all times.

5.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

5.6 The Parties undertake that the O&M Member shall subscribe and hold at least 10% (ten per cent) of the subscribed and paid up equity shares in the SPV in terms of the Concession Agreement.

## **6. Representation of the Parties**

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

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

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

I. Require any consent or approval not already obtained;

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

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

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

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

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

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

## **7. Termination**

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

## **8. Miscellaneous**

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

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

## Appendix 7 – Technical Specifications

### 1. Technical qualifications

	Technical Evaluation Criteria	Technical Evaluation parameter	Documentary Proof	Marks	Reference Format in Annexure
TEC_1	Years of operation	The Lead applicant must be registered company and should be <b>operational at least for last 5 years</b> as on date of RFP submission	<ul style="list-style-type: none"> <li>• Certificate of Incorporation / Registration under Companies Act, 1956 / companies Act 2013</li> <li>• Memorandum and Articles of Association</li> <li>• Consortium agreement clearly stating the roles and responsibilities of each member</li> </ul>	<b>10</b>	<b>Annexure B</b>
TEC_2	Financial Strength	The Lead applicant should have an <b>average annual turnover of INR 3.00 Crore</b> for last 3 audited financial years (2013-14, 2014-15, 2015-16).  [The financial strength requirement for the Lead applicant can be reduced to <b>INR 1.00 Crore</b> in case the Lead applicant can demonstrate business expertise in the proposed theme]	<ul style="list-style-type: none"> <li>• Certificate of Incorporation / Registration under Companies Act, 1956 / companies Act 2013</li> <li>• Memorandum and Articles of Association</li> <li>• Consortium agreement clearly stating the roles and responsibilities of each member</li> </ul>	<b>20</b>	<b>Annexure C</b>

	Technical Evaluation Criteria	Technical Evaluation parameter	Documentary Proof	Marks	Reference Format in Annexure
TEC_3	Financial Strength	<p>The Lead applicant should have an <b>net worth of at least INR 50 lakhs</b> as on the last date of latest audited financial year</p> <p>[The financial strength requirement for the Lead applicant can be reduced to <b>INR 15 Crore</b> in case the Lead applicant can demonstrate business expertise in the proposed theme]</p>	<ul style="list-style-type: none"> <li>• Certificate from the Statutory auditor/ Company Secretary, clearly specifying the net worth of the firm</li> </ul>	<b>20</b>	<b>Annexure D</b>
TEC_4	Theme Expertise	<p>The Lead Applicant can <b>demonstrate business operation expertise</b> in the theme operations for the last 3 years as on date of EOI submission [ For eg pre-school, childrens activities, vocational training, etc]</p>	<ul style="list-style-type: none"> <li>• Undertaking by the authorized signatory as per format</li> </ul>	<b>10</b>	<b>Annexure E</b>
TEC_5	Technical Presentation	<p>Presentation on credentials and approach for Project</p>	<ul style="list-style-type: none"> <li>• Prequalified bidders will be required to make presentations on highlighting above experience and credentials and proposed approach for executing the Project to an evaluation committee. Weightage will be given to companies that can come up with creative theme based ideas for citizen engagement, inclusiveness, revenue</li> </ul>	<b>40</b>	Need to submit softcopy and two sets hardcopy at the time of the presentation

	Technical Evaluation Criteria	Technical Evaluation parameter	Documentary Proof	Marks	Reference Format in Annexure
			generation, potential partnerships, and maintenance capabilities		

## Appendix 8 – Performance Bank Guarantee

**Note:**

- ***This is to be provided by the Selected Bidder before signing of the Concession Agreement for the Project.***
- ***To be printed on Non-Judicial Stamp Paper***

IN CONSIDERATION OF ..... Through ..... PUNE Smart City Development Corporation (PSCDCL) for Selection of Concessionaire for Operation and Maintenance of Theme Based Placemaking Site for Pune Smart City of Theme Based Placemaking Projects in Pune, (hereinafter referred to as the “said work”) on the terms and conditions of the AGREEMENT dated the .....day of ..... 2016 executed between PSCDCL on the one part and the Company (Name of the Company) on the other part (hereinafter referred to as the “AGREEMENT”) and on the terms and conditions specified in the Concession 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 Registered in India under 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 Rs. .... (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

- a. any change in the Constitution of the Bank or
- b. any arrangement entered into between PSCDCL and the Company with or without our consent;
- c. any forbearance or indulgence shown to the Company,
- d. any variation in the terms, covenants or conditions contained in the said AGREEMENT;
- e. any time given to the Company, OR
- f. 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 Rs..... (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 Rs..... (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) 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 demur, such sum as may be demanded, not exceeding Rs..... (Rupees.....) and that the Bank will indemnify and keep PSCDCL indemnified against all the losses pursuant to the said AGREEMENT and default on the part of the Company. The decision of PSCDCL that the default has been committed by the Company shall be conclusive and final and shall be binding on the Bank/Guarantor. Similarly, the decision of PSCDCL as regards the Agreement due and payable by the Company shall be final and conclusive and binding on the Bank /Guarantor.
- g) PSCDCL shall have the fullest liberty and the Bank hereby gives its consent without any way affecting this guarantee and discharging the Bank/Guarantor from its liability hereunder, to vary or modify the said AGREEMENT or any terms thereof or grant any extension of time or any facility or indulgence to the Company and Guarantee shall not be released by reason of any time facility or indulgence being given to the Company or any forbearance act or omission on the part of PSCDCL or by any other matter or think whatsoever which under the law, relating to sureties so releasing the guarantor and the Guarantor hereby waives all suretyship and other rights which it might otherwise be entitled to enforce.
- h) That the absence of powers on the part of the Company or PSCDCL to enter into or execute the said AGREEMENT or any irregularity in the exercise of such power or invalidity of the said AGREEMENT for any reason whatsoever shall not affect the liability of the Guarantor/Bank and binding on the bank notwithstanding any abnormality or irregularity,

i) The Guarantor agrees and declares that for enforcing this Guarantee by..... against it, the Courts at Pune only shall have exclusive jurisdiction and the Guarantor hereby submits to the same;

1.....

2.....

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

1.....

2.....

## Appendix 9 Maintenance Requirements

### 1. Landscape Maintenance

(i) The Concessionaire shall maintain all the plantation, trees, lawns, seasonal plants within the site, pathways, boundary wall etc. in excellent condition by manuring, watering, pruning, spraying insecticides etc. periodically.

(ii) For maintaining of gardens the Concessionaire shall provide all the necessary expertise, skilled and unskilled labour force. The Concessionaire shall appoint a full time person as manager/coordinator for gardening activities who has knowledge and required qualification in gardening.

(iii) Concessionaire is encouraged to use non-polluting devices like rakes and brooms when feasible. PMC/PSCDCL prefers that blowers and other power equipment are low-decibel, low-fossil fuel consumption, and low-emissions models.

(iv) General practice guidelines for materials and execution:

- a. Watering of planting areas as required to ensure active growth. Keep areas moist but not saturated. Regulate watering as necessary to avoid erosion and gulling.
- b. Planting areas should be kept free of weeds and undesirable grasses through daily weeding if required. All nutgrass will be manually removed before flowering.
- c. Inspection all plants, including lawn, for disease infestation or insect attack should be done weekly. Treat affected plant materials immediately with appropriate fungicide or insecticide until complete recovery.
- d. Damaged or diseased growth from trees, shrubs and groundcovers should be removed.
- e. Re-staking, straightening, tightening, repairing and stakes to proper and upright position for any plants that are not in their proper growing position should be done.
- f. Mowing of lawn should be done to ...mm height whenever the average height exceeds ...mm. Grass will be cut according to the contours of the ground. The height of grass blade after cutting will not stand higher than 35mm above ground level. All clippings must be removed on the same day.
- g. If certain areas of the lawns and ground covers have not uniformly or properly established, the area should be replant immediately with the same plants. The plant materials must be maintained to ensure healthy and active growing condition.
- h. Pruning of trees should be done to establish desired form, habit and appearance.
- i. Records of maintenance procedures including manpower, description of tasks, fertilizers, irrigation, etc should be maintained.

(v) Turf Edging And Trimming-

- a. Mechanically trim all landscape turf edges every other mowing. Edges include all formal lawn perimeters and tree wells in lawn areas. Twice annually redefine all formal lawn edges with a mechanical blade-type edger or hand spade. Clean debris from hardscape and non-turf landscape areas, remove larger debris.
- b. Trim all formal lawn areas that can not be reached by a mower every other mowing. Areas to be trimmed include any lawn adjacent to poles, signs, bollards, trees, walls and

- all other obstacles. Perform trimming to the same height as mowing. Clean debris from hardscape and non-turf landscape areas, remove larger debris.
- c. Concessionaire is responsible for any damages incurred as a result of trimmer and edger damage to trees and shrubs and must repair or replace any such damage at no cost to PMC/PSCDCL.

Table 1: Routine landscape maintenance work schedule

Watering	Check all planting areas, tree pits and water as often as necessary to ensure that planting medium does not dry out.
Weeding	Fortnightly
Edging	Monthly
Composting	Once every 3 months. Water thoroughly after the application.
Mulching	a) Trees/ Palms-Once every 3 months b) Shrubs-Once every 3 months
Loosening of soil	Monthly
Control of pest by applying appropriate insecticides	Fortnightly for preventive control. Follow manufacturer's recommended dosage for afflicted plant
Control of disease by applying fungicides	Monthly, increasing the frequency to fortnightly during rainy season.
Grass cutting	Fourteen (14) days interval for Cow grass / Carpet grass
Pruning and shaping	Once every six months for small trees/palms and low sagging branches
Trimming Shrubs/ Groundcovers	Monthly or as and when required.
Top dressing for turf / shrubs	Monthly, and until the soil is level.
Removal of dead leaves in landscape areas	Daily

Table 2: Routine landscape maintenance work schedule details

Particulars	Weeding/ Tillage	Pruning	Insecticides/Fungicides/Anti termite
Trees	Once in a month	Once in a year	Once in months or on occurrence of insect pest and diseases
Palms	Once in a month	Hardly required pruning. done whenever required	Once in months or on occurrence of insect pest and diseases
Shrubs/ Climber	Once in a month	Once a year	Once in months or on occurrence of insect pest and diseases
Hedges	Once in a month	Monthly in summer and rainy season and one time in two months in winter season	Once in months or on occurrence of insect pest and diseases
Groundcovers	Once in a month	Do not require much pruning. Excessive growth, especially during the rainy season should be controlled by cutting back areas encroached by wayward growth	Once in months or on occurrence of insect pest and diseases
Lawns	Lawn aeration should be done once in a year. Weeding once in a month	Mowing operation is done. In summer and rainy season mowing is required at an interval of 7- 10 days whereas during spring season it is done at 15 days interval and during winter monthly rotation of mowing is followed. Grass should not be allowed to grow more than 2- 3 cm in height during any season.	On occurrence of insect pests and diseases
Remarks	Tillage operation is important to maintain the soil aeration, texture and drainage. Weeding is necessary as the weeds compete with plants and take up all the water, nutrients and space.	Two-third of the plants overall canopy should be pruned; not more than that. Sharp pruning instruments should be used.	Physical removal of infected part if possible should be done. Application of insecticides and fungicides should be done according to the instruction provided.

(vi) Trees, Shrubs, Vines and Groundcover Pruning

Pruning must only be performed by trained personnel in accordance with accepted horticultural practices. Prune to enhance the natural growth and shape of plant materials and intended function of the planting. Plantings are designed to grow together and to the edges of the beds to minimize weed infestation and maximize water conservation. Shearing is only permitted for formal hedges. Prune back branches as needed when interfering with walks, signage, utilities, security/safety visibility, site lighting. Prune dead and broken branches quarterly and more frequently as required.

(vii) General Irrigation System Operation

- a. Concessionaire is responsible for providing a staff completely trained and familiarized with the setup, monitoring and maintenance of the irrigation system at Authority's sites.
- b. Concessionaire is responsible for understanding the capacities and capabilities of the irrigation system and ensuring that system modifications do not cause landscape water demand to exceed the hydraulic capacity of the system.
- c. Concessionaire will establish appropriate time intervals for each valve zone in the irrigation systems and adjust during the operating season as necessary.
  - Adjustments should be based on local evapo-transpiration (ET) data as much as possible.
  - Operate systems only during night hours. Daytime operation is permitted only when inspecting or testing the system, after fertilizer application, for new installations and during extreme temperatures.
- d. Run times shall be sufficient to allow for saturation of the root zone without run off. This may require "cycle and soak" scheduling in spray zones. Allow adequate run times in drip irrigation zones.
- e. Concessionaire will manage all irrigation systems for peak efficiency and water conservation. Check for proper water application rates by inspecting soil moisture and health of plant materials on a weekly basis. Adjust the irrigation frequencies as required to correct over or under watering.
- f. Concessionaire shall manage irrigation schedules so that irrigation is applied more deeply, but less frequently, rather than small amounts on a daily basis.
- g. Concessionaire and Authority will work in collaboration during water supply shortages and under drought conditions to develop an irrigation strategy that best preserves and protects the site's landscape investment.

(viii) Irrigation System Monitoring

- a. Irrigation system monitoring and inspections to include the following:
  - Visually inspect all irrigated landscape areas once weekly to identify potential leaks as evidenced by water related plant stress, surface water or erosion, broken or damaged equipment, and paved surfaces affected by irrigation spray.
  - Visually inspect the operation of all irrigation valve zones once monthly to identify coverage problems, misdirected nozzles, broken or damaged equipment, hard-scape or building overspray, pressure problems and system leaks.
- b. Provide the following written irrigation system management reports to PMC/PSCDCL.
  - Summary of additional services, system repairs and renovations, general operations and recommendations once monthly from April through September.

- Summary of major renovations, replacements and equipment changes along with proposed renovations/upgrades and associated budget recommendations once annually.

(ix) Irrigation System Maintenance

- Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. Immediately make adjustments, repairs, or replacements required to correct the source of the run-off.
- Clean and adjust heads, nozzles and valves as required. Clean drip irrigation valve strainers as required. Properly prune plantings and remove sod and debris affecting head performance from all zones once during the months. Properly prune plantings and sod or debris affecting access to valves, and reset/raise valve boxes, which have settled.
- Flush out lateral lines and adjust heads and nozzles at the beginning of each operating season. Activate the irrigation systems in the spring as dictated by annual weather conditions.
- Provide for inspection and testing of backflow prevention valves annually, as required by law.

(x) Irrigation system repair and renovation

- Provide 24 hour per day, 7 days a week emergency response to immediately replace or repair broken, damaged or inoperable irrigation components which pose damage or safety hazards to persons or property. Prepare Proposals for all other repair or replacement work.
- All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the Authority. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from the Authority.
- Replacement of system components shall be the same manufacturer and model as original equipment, or better as authorized by Authority.
- The following repair activities are to be addressed:
  - Troubleshooting and repair of controller components.
  - Damage by other than Concessionaire vehicles.
  - Pedestrian or vandalism damage.
  - Special event damage.
  - Construction related damage by other than Concessionaire's activities.
  - Storm related damage.
  - Product failure.

## 2. Housekeeping

- All the hardscape, softscape, furniture, pathways, seating, water bodies, toilets, benches, open gym and play equipment on the site premises should be clean at any given time.

(ii) Catalogue of services include

- Cleaning of floors, walls and roofs of covered and semi-covered areas
- Dusting of furniture
- Cleaning of windows panels, doors
- Cleaning of fixture and fitting
- Cleaning of public toilets
- Cleaning of trash bins
- Cleaning of graffiti
- Special arrangements before and after an event
- Maintenance of cleaning equipments and materials

(iii) The expected standard after cleaning and waste collection is:

- All low level surfaces should be free from removal dust.
- All fixtures and fittings should be free from dust and debris up to normal cleaning height.
- Floor should be free from dust and debris.
- All waste receptacles empty.

(iv) General Instructions:

- The initial sweeping and mopping of all the areas shall be completed by 9.00 a.m. on all working days

Table 3: Routine housekeeping work schedule

Service	Description	Frequency
Cleaning and sweeping	All floor areas. All furniture should be free from dust and smears.	Twice Daily
Cleaning of toilets	Toilets (inc seat and cistern), basins, showers and baths are free from dirt and smears. Vanity units, shelves, dispensers, mirrors, fixtures and fittings are free from dust and dirt. Floor is free from dirt and debris.	Every hour daily. More frequently during events.
	Dispensers soap and necessary cleaning items are replenished.	As required. Monitored weekly
	Bins to be emptied	Daily
Cleaning of trash bins	The wastes to be well segregated in terms of wet /dry , recyclable/degradable and disposed as per the national swachh mission standards.	Bi weekly

Cleaning of fittings and fixtures		monthly
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(v) Toilets

- The toilets should be cleaned at every hour from 6.00 A.M. to 10.00 P.M. daily.
- Fixtures including toilets and sinks are free of streaks, soil and stains and soap scum.
- Mirrors and windows are free of dust and streaks.
- Dispensers are free of dust, soiling and residue and replaced/replenished when empty.
- Waste is disposed of appropriately on a daily basis.
- Provisioning of soap, toilet paper, hand towel/dryer, sanitary pads dispenser, dustbins, and other necessary items.
- Toilet bowls, urinals and adjoining areas should be cleaned with disinfectant on a daily basis, and the use of acid-based disinfectants should be avoided.
- Toilet floors should be kept dry to the extent possible/feasible.

### 3. Waste Management

- (i) Daily collection and removal of all garbage [including waste collected as a result of landscaping, construction / repair work carried out on the site ] and its disposal in a hygienic manner, including dumping at municipal designated garbage dustbin periodically using truck/dumper. Any kind of garbage should not be dumped on the site.
- (ii) A strategy needs to be in place to ensure proper management of waste generated and reduction of waste through recycling and reusing.
- (iii) The practice should comply with the guidelines and SOP of Swachh Bharat Mission
- (iv) Types of waste generated
- a. Bio-degradable (dry) waste {green waste, food waste, paper waste, biodegradable plastics}
  - b. Bulk garden and horticulture waste including recyclable tree trimmings,
  - c. All other non-biodegradable (dry) waste{recyclable and non-recyclable} Management of Waste
- (v) Bio-degradable Solid Waste should ideally be composted on site. However, if not composted by the generator, the Municipal body shall collect the bio degradable waste from inside the Park keeping with their duties of Garbage collection.
- (vi) Bulk garden and horticultural waste shall be kept un-mixed and composted at source. The concerned officer shall notify Instructions/ guidelines with regard to pruning of trees and storage and delivery of tree trimmings including collection schedules. These should comply with the guidelines of Garden Dept.PMC.
- (vii) All other Non-biodegradable (“Dry”) waste –both recyclable and non-recyclable –shall be stored and delivered by every generator of waste to the dry waste Collection vehicle. Burning of waste: Disposal by burning of any type of solid waste is prohibited.
- (viii) The Concessionaire must ensure that visitors to the park do not throw any waste on the jogging/walking tracks, footpaths, open spaces, drains or water bodies and instead store the waste at source of waste generation in two bins/bags, one for food waste/bio-degradable waste and another for recyclable waste such as papers, plastic, metal, glass, rags etc. (as under):
- a. Types of Wastes to be put in the Bin Meant for Food Wastes & Bio-degradable Wastes
    - Food wastes of all kinds, cooked and uncooked, including eggshells, bones.
    - Flower and fruit wastes including juice peels and fruit drops
  - b. Types of Recyclable and Other Non-Bio-degradable Wastes to be Kept Separately:
    - Paper and plastic, all kinds
    - Cardboard and cartons
    - Packaging of all kinds
    - Glass, all kinds
    - Metals, all kinds
    - Rags, rubber, wood
    - Foils, wrappings, pouches, sachets and tetrapacks (rinsed)
    - Cassettes, computer diskettes, printer cartridges and electronic parts

- Discarded clothing, furniture and equipment
- c. Animal waste such as pet excreta, bird droppings should not be disposed off in the dustbins, instead should be disposed of in suitable manner as per extant guidelines

(xi) Quality Auditing Systems

A System will be put in place by the Concessionaire for regular housekeeping regime.

- The Concessionaire shall be required to use a daily checking system (DCS) which is electronic or manual to carry out cleaning inspections.
- A minimum monthly inspection (quality assurance audit) of Site and the structures will be carried out by the Concessionaire. The reports of the monthly inspections will be provided and where necessary discussed in the Monthly Meeting.
- A complaint log and or help desk will be maintained by the Concessionaire to ensure they are followed up appropriately and effective communication with the Authority.

#### 4. Site Security

- (i) As part of the provision of manned guarding, the Concessionaire is to undertake internal and external patrols on the site thrice each day.
- (ii) Patrolling security guards will conduct their duties to provide a roaming manned security service to all public, service and utility areas.
- (iii) The patrolling security guards will be the first line of response to any emergency reported across the site. All patrolling security guards will be trained in first aid, basic fire training and traffic management.
- (iv) Concessionaire shall provide the photo-identity cards to the persons deployed on the site. These cards are to be constantly displayed and their loss reported immediately.
- (v) The agency shall maintain records of inwards and outwards movement of people including the security guards, visitors and other staff on the site.
- (vi) Security Personnel conducting random patrols must, as a minimum requirement:
  - a. Ensure that secure areas are locked after hours and only authorized vehicles and pedestrians enter.
  - b. Investigate, identify and endeavor to remedy the causes behind triggered alarms
  - c. Conduct random and regular patrols of the site, altering routes and timings of the random patrols.
  - d. Help co-ordinate the evacuation of areas when required.
  - e. Assist when the security state is heightened.
  - f. Arrange after-hours access to authorized persons, and escort where necessary.
  - g. Record any maintenance, cleaning or site operational issues observed that may impact on the public realm during their duties.
  - h. Randomly inspect safety equipment such as fire hydrants and extinguishers.
  - i. Co-ordinate and supervise after hours deliveries in common areas.
  - j. Complete, on request from the PSCDCL, any additional requests or tasks.
- (vii) If Security Personnel discover individual(s) conducting any suspicious activity, they should;
  - a. Question, in a polite manner, suspicious persons, requesting photographic ID;
  - b. Note registration numbers of suspicious vehicles;
  - c. Contact the relevant police if any criminal activity has occurred, is occurring, or may reasonably be expected to occur.
- (viii) The minimum generic standards required for all security guards are as follows:
  - a. Medically fit to undertake the duties;
  - b. Security vetted to ensure that they do not have any criminal convictions (other than minor traffic offences);
  - c. Able to understand instructions given in the Marathi / Hindi language;
  - d. The ability to converse with clients and visitors in the Marathi / Hindi language;
  - e. The ability to give instructions in the English language in the event of an emergency situation;
  - f. Trained in the use of fire extinguishers CO2, Dry Powder and fire hose reels;

- g. Control mannerisms or hand gestures while speaking to others. Always maintain a calm and civil attitude;
- h. Remain at their post until properly relieved and to contact the security supervisor if not relieved on time;
- i. Personal integrity;
- j. Respect all religions, nationalities, caste and gender;
- k. Will not smoke in uniform in public;
  - No reading of newspapers or magazines whilst on duty;
  - Guards will not eat or drink in public. All meals and rest breaks are to be taken in the allocated room or area;
  - Will not remove goods or property from site without having the permission of the Client;
  - Will not accept any gratuities/gifts, monetary or otherwise from anyone under any circumstance

Table 4: Routine security work schedule

Service	Description	Frequency
Security and Site Safety	Internal and external patrols of the development	Daily with a fixed time interval
	Record any maintenance, cleaning or site operational issues observed that may impact	Weekly
	Randomly inspect safety equipment such as fire hydrants and extinguishers	Monthly
	Ensure that secure areas are locked after hours and only authorized vehicles and pedestrians enter	Daily

## 5. E & M Services, drainage and water supply system

(Carpenter, Electricians and Plumbers)

- (i) The scope of work includes and terms & conditions would be as follows:
  - a. Maintenance and minor repairs of all electrical and plumbing fitting installed at the site excluding major repairs, which involves major civil works.
  - b. Minor repairs of furniture items including fitting of glass window, iron mesh etc. and shifting of furniture/equipment etc. within FSI Complex.
- (ii) Any other related services as being required from time to time.
- (iii) Plumbing:
  - a. Plumbing services are provided to ensure the infrastructure on site is properly installed and maintained to specific requirements and standards.
  - b. Plumbing infrastructure includes sanitary, trade waste and storm water drainage systems; potable water reticulation; water supply for fire services; maintenance of all in-ground water mains and reticulating systems through the site and structures including sanitary fixtures;
  - c. Repair and maintenance of plumbing components such as UGWT valves, traps, thermostatic mixing valves,
  - d. Repair and maintenance of fire service reticulation and fire-fighting fixtures;
  - e. Repair and maintenance of sewage and storm water reticulation systems and fittings.
  - f. General maintenance practice guidelines:
    - The agency must also submit an elaborate work schedule with manpower deployment scheme for the different services mentioned above with as accurate an estimate of the various chemicals, consumables, instruments and equipment's proposed to be used for the satisfactory discharge of the required services.
    - Provide 24 hour per day, 7 days a week emergency response to immediately replace or repair broken, damaged or inoperable irrigation components which pose damage or safety hazards to persons or property. Prepare Proposals for all other repair or replacement work.
    - All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the Authority. If a change to the installation will result in lower future maintenance costs, less frequent breakage, or an increase in public safety, request authorization to make the change from PMC/PSCDCL.
    - Replacement of system components shall be the same manufacturer and model as original equipment, or better as authorized by PMC/PSCDCL
    - Redline all irrigation repairs or renovations which represent changes to the existing irrigation on current record drawing prints and submit to PMC/PSCDCL.

Table 5: Routine E&M work schedule

Service	Description	Frequency
Plumbing and Drainage	Repair and maintenance of plumbing components such as UGWT, valves, traps, thermostatic mixing valves, RPZ devices, heat exchange devices and water heaters	Regular weekly checks of connections. Repairs as per regular checks and requirements
	Repair and maintenance of fire service reticulation and fire fighting fixtures	Routine Check for maintenance once in 1 month. Repairs as per requirement and check.
	Repair and maintenance of sewage and storm-water reticulation systems and fittings	Regular weekly checks of connections. Repairs as per regular checks and requirements
Irrigation system	Identify potential leaks as evidenced by water related plant stress, surface water or erosion, broken or damaged equipment, and paved surfaces or building walls/windows affected by irrigation spray.	Once weekly
	Visually inspect the operation of all irrigation valve zones to identify coverage problems	Once monthly
	Provide for inspection and testing of backflow prevention valves	Annually
	Provide 24 hour per day, 7 days a week emergency response to immediately replace or repair broken, damaged or inoperable irrigation components which pose damage or safety hazards to persons or property	Emergency response in 12 hours.

(iv) Electrical Connections

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

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

Table 5: Routine E&M work schedule

Service	Description	Frequency
Electrical Components and Services	Maintenance of all in ground and above ground distribution networks and components	Routine checks once in two weeks. Repairs as per requirements.
	Repair and maintenance of electrical components such as lighting, general purpose outlets and other connections and devices onsite and fire detection systems	Routine checks once in two weeks. Repairs as per requirements.

**6. Pest Control**

- (i) Pest control is to be done in all the areas as per tender document.
- (ii) Pest control is to be done at least four times a month.
- (iii) Only 'A' grade safe material is to be used for the pest control.
- (iv) Pest control is required for mosquitoes, ants, bees, flies, mice, rats, spiders, termites.
- (v) All the material required for pest control work will be arranged and provided by Service Provider.

## 7. O&M Committee Responsibilities Schedule

### (i) Overall Responsibility

- (a) The specific O&M and revenue contractor is responsible for ensuring compliance to the SOP for the placemaking sites under their jurisdiction. In the case of multiple facilities within the placemaking sites, the responsibility lies with all concerned departments of the Pune Municipal Corporation/PSCDCL.
- (b) A Placemaking O&M Committee is proposed, which will be headed by Deputy Commissioner, Land and Estate Department and/or CEO,PSCDCL. The committee comprised of following members should be set up to monitor and supervise the placemaking sites.
- (c) The committee should ensure compliance to infrastructure requirements and maintenance standards as per the SOP and SLAs laid out herewith.

<b>Committee Members</b>	
One representative	O&M agency
One representative	Land & Estate Department
One representative	Garden Department
One Junior Engineers each	Garden, Land & Estate and Bhavan Department
Two representatives	Local community/influential community members

### (ii) Roles & Responsibilities of the Committee members

Local Community Representative	Collating the feedback of visitors, setting up a mechanism for informing the contractor about any public grievances/complaints from the users.
Contractor's Representative	Submitting the monthly schedules to the Authority. Maintaining records. Facilitating and Coordinating for maintenance and repair works.

Representative of Land and Estate Department, PMC	Monthly Assessment
Representative from Garden Department, PMC	Weekly Assessment

## 8. Assessment

### (i) Evaluation Parameters

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

- (a) Infrastructure availability,
- (b) Maintenance of park premises and equipment, and
- (c) Feedback from visitors

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

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

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

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

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

<b>(c) Feedback Score (MAXIMUM 30)</b>			
Park/Grounds Maintenance	Well maintained	Not upto required standards	Poorly maintained
	6	3	0
Availability and cleanliness of toilet facilities	Sufficient numbers of clean toilets available for use	Sufficient number but not cleaned	Not enough numbers available for use
	6	3	0
Sports and open gym equipment maintenance	Well maintained and safe for children	Not up to required standards	Poorly maintained
	6	3	0
Availability of seating	Sufficient numbers available for use	Not enough numbers available for use	Adequate but note maintained
	6	3	0
Park/Ground lighting	Well lit at night		Poorly lit
	6		0

(ii) Scoring Category And Framework:

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

Scoring Framework:

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

(iii) Penalty Clause:

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

Penalty criteria for the scores based on the scoring category.

	Penalty Criteria	Penalty charges
2	2 consecutive scores in category B and C	5% surcharge in the monthly commitment to PSCDCL.
3	3 or more times scores in category B within an year	10% surcharge in the monthly commitment to PSCDCL.

(iv) Gap Assessment

Apart from assessment as described above, a periodic assessment of infrastructure gaps is also essential in order to maintain the standards of sanitation and cleanliness of the sets. The below format acts as a guide to the same. The same shall be mentioned in the monthly inspection reports.

Sr No	Parameter	Standard	Actual
1	Cleaning equipment (brooms, bins, gloves, cleaning detergent etc)	1 set per cleaning staff + 1 standby	
2	Gender-segregated, disabled friendly toilets	Every 500 metres	
3	Light bulbs and switch	One for each toilet seat (fused bulbs to be changed immediately)	
4	Doors and latches in toilets	One door with functional latch for every toilet seat	
5	Wash basin with mirror	At least one in each toilet block	
6	Colour-segregated dustbins	Placed every 250 metres	
7	Park benches	Placed every 500 metres	



(v) Inspection framework and tasks

(a) Periodic Inspection

The contractor should have a well-developed schedule and dedicated team of supervisors to perform daily / weekly and monthly Inspection. The Monthly Inspection report comprising of Daily and weekly updates should be submitted to the Authority every month.

- **Daily Inspection**

Sr. No.	Area & Activity
1	Check if all jogging tracks, walking lanes, lakes / ponds, fallen leaves and flowers have been cleaned / swept and waste removed appropriately.
2	Check if all Dustbins have been emptied and cleaned.
3	Check if cleaning and scrubbing of toilets, wash basins, sanitary fittings, glasses & mirrors and toilets floors has been done.
4	Check if grass mowing and hedge clipping has been done.
5	Check if toilets are clean and dry, and all fixtures (light bulbs, wash basin, exhaust fans) are functional
6	<p>Check if cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. has been done properly</p> <p>Check below water level and under rims including areas at hinges and cistern handles.</p> <p>Check if restock of toiletries, including Liquid hand soap, Toilet paper, air freshener, and Sanitary Cubes and Naphthalene balls in toilets has been done.</p>
7	Check if one maintenance staff is present in front of every toilet.

8	Check if waste has been removed from park premises.

**• Weekly Inspection**

Sr.No	Area & Activity
1	Check all daily reports since past week for compliance. Check all items as outlined in daily inspection report during weekly inspection as well.
2	Check past 3 weekly reports for areas identified for improvement/ corrections and check if the same have been addressed.
3	Check if storm fallen trees have been removed.
4	Check if all signage have been cleaned.
5	Check and remove all dry branches of shrub plants

**• Monthly Inspection**

Sr.No	Area & Activity
1	Check all daily and weekly reports since last month for compliance. Check all items as outlined in daily and weekly inspection report during monthly inspection as well.
2	Check past 3 monthly reports for areas identified for improvement/ corrections and

	check if the same have been addressed.
3	Conduct self-evaluation as per parameters given in page 4 of this SOP. Identify areas of improvement and delineate action items.
4	Conduct infrastructure gap assessment (as outlined previously in this document) and identify action items (can be done quarterly as well, depending on need).
5	Repair/paint all grills, walking paths, boundary walls, fitting and fixtures in toilets and other areas in the park, signage, gates, etc.
6	Repair water body / sprinkler system, compost machine as required
7	Check and remove all dead trees in the park
8	Check all major infrastructural items and fittings to ensure they are in good condition.
9	Check roster/daily register of housekeeping staff to see that the deployment is adequate and timely.
10	Ensure proper disposal of good earth, manure, sand etc.

**APPENDIX 10**  
**DRAFT CONCESSION AGREEMENT**