

2018

# REQUEST FOR PROPOSAL

**Detailed Engineering and Project Management Consultancy (PMC) Services For Development of Infrastructure of Commercial plots of PIECC in sector 5 & 8 of PCNTDA ,Dist Pune.**



**PIMPARI CHINCHWAD NEW TOWN  
DEVELOPMENT AUTHORITY,**

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SECTION 1

**NOTICE INVITING  
PROPOSALS**

## SECTION 1

**Pimpri Chinchwad New Town Development Authority,**

**Akurdi, Pune - 411 044**

### NOTICE INVITING PROPOSALS

The PCNTDA hereby invites proposals from eligible agencies for providing consultancy services as mentioned in the Request for Proposal for Detailed Engineering and Project Management Consultancy(PMC) Services For Development of Infrastructure of Commercial plots of PIECC in sector 5 & 8 of PCNTDA ,Dist Pune.

#### **Eligibility Criteria:**

- (a) (i) The proposal,
- a) May be submitted by an individual consulting firm engaged in Project Management Consultancy Services having specific experience in Road projects, parking area development , Structural Design, MEP services including STP design with continuous Consulting business since last five years or jointly in Consortium with other Consulting firms where the consortium may be constituted by up to two companies.
  - b) In case of consortiums, one of the Consulting firm has to be a Project Management Consultancy Services having specific experience in Road Projects while second firm can be Water supply & Drainage works / Electrical work Consultant or combination thereof. However the Project Management Consultancy Services Firm has to be the lead Consultant of this consortium with share not less than 51% in the consortium and will provide a single window access to all the required services (including services of other companies constituting the consortium)
  - c) In case of a consortium, there should be an agreement executed by all the companies constituting the consortium mentioning inter alia the following-
    - i. That they agree to work jointly for the assignment
    - ii. That they agree to be jointly and severally responsible for the assignment
    - iii. The share of each member in the total fees decided by the consortium
- (i) The CONSULTANT shall deposit cost of the RFP (Rs. 5,000/-) at the time of submission of bids online through e-payment which will be non-refundable.

The CONSULTANT, as sole entity or as Consortium, must:

- i) Have 'planned, designed and executed as project management consultants' in the last seven years, in road projects, Water supply & Drainage works / Electrical work . In the above, planned designed and executed means carrying out the scope of work similar to scope of this project i.e. providing comprehensive DPR and Project Management Consultancy with innovative construction technologies leading to fruitful completion of the project. Completion shall be validated by officer not below the rank of Executive Engineer in case the client is a Government/ Semi-Government/ Local Bodies. In case of experience in Private sector the bidder shall submit Commencement Certificate /Completion certificate and other relevant permissions of local authorities and certificate of Appropriate Authority of the Employer Firm.

**ii) The approximate cost of the project is Rs. 75.00 Crores.**

- i) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs. 57lakhs (In case of JV's both members should jointly satisfy the criteria and turn over of the lead member shall not be less than 50% of this criteria)
- ii) Experience of having successfully completed similar works during last 3 years ending last day of month previous to the one in which applications are invited should have completed single work of similar nature having cost Rs. 45 Cr. Work of similar nature means work involving construction of road works and water supply and drainage works. In case of JV's both members should jointly or individually satisfy this criteria. One work of each member will be combined together and treated as single work.
- iii) Demonstrate Availability for this work of technical personnel as stated in Form Tech 4, Key Professional Staff, Section 3 Technical Proposal.
- iv) Should possess and can display capacity for transfer of knowledge/skills for capacity development in best practices in operating the services under the project and maintenance of the project after its completion.

**Other conditions:**

- i) Consultancy Services/design/Construction, etc. will be done as per Government/ PWD/ MORT&H / IS/International/Set good Engineering practices Standards as specified by the Employer norms.
- ii) Details of the project will be finalized in the DPR after discussion.

Copies of the Request for Proposals (RFP) document can be downloaded from mahatenders.gov.in from **28/09/2018 to 30/10/2018**

**A Pre-Bid meeting with the willing parties will be held on 11/10/2018 at 12:00 A.M.in the office of Chief Executive Officer , PCNTDA**

**The bids will be opened in the presence of the prospective parties in the office of Chief Executive Officer , PCNTDA. The date of opening will be on 01/11/2018 at 15:00 hrs if possible.**

Proposals shall be submitted online on or before 30/10/2018 till; 17:45 hrs. Late or delayed submissions will not be accepted.

**Chief Executive Officer,  
PCNTDA, Akurdi  
Pune-411044  
Telephone No.020 27652934/35  
e-mail- [ceopcntda@pcntda.org.in](mailto:ceopcntda@pcntda.org.in)**

**SECTION 2**

**PART-I**

**INSTRUCTION TO  
AGENCIES**

**SECTION 2**  
**INSTRUCTIONS TO AGENCIES (ITC)**  
**PART I**

**1. Definitions**

- a) **“Assignment / job”** means the work to be performed by the Consultant pursuant to the Contract.
- b) **“Consultant (herein after referred as Consultant)”** means any eligible entity as per RFP which submits a Proposal, either individually or as Consortium (in the latter case through Lead Member), and which upon selection, would provide Services to the Employer under the Contract.
- c) **“Consortium”** shall mean an association or combination of partnering entities, being consortium members and includes one or more identified and named sub-Consultant(s), coming together with Lead Member for submission of a Proposal having specific experience.
- d) **“Contract”** means the contract signed by and between Employer and the Consultant and all its attached documents.
- e) **“Day”** means calendar day.
- f) **“Employer”** means the **Chief Executive Officer ,PimpriCHimchwad New Town Development Authority, Akurdi or to whom the fonctions of the Chief Executive Officer may be subsequently transferred.**
- g) **“Employers Representative”** means the representative of the Employer. He is Executive Engineer, PCNTDA or any equivalent Officer appointed by the Employer.
- h) **“Superintending Engineer”** means the Superintending Engineer, PIECC,PCNTDA
- i) **“Executive Engineer”** means the Executive Engineer, PIECC PCNTDA
- j) **“Government”** means the Government of India ,/Maharashtra./ Relevant Government Department or Body including Local bodies
- k) **‘Lead Partner’:** shall mean the member of the consortium duly nominated/authorized by all members of that consortium as a lead partner as per RFP.
- l) **“Personnel”** means professionals and support staff provided by the Consultant or by any Sub- Consultant and assigned to perform the Services or any part thereof.
- m) **“Proposal”** means the Technical Proposal and the Financial Proposal, considered together.
- n) **“RFP”** means the Request for Proposal issued by the Engineer-in-charge for the selection of Consultant.
- o) **“Terms of Reference” (TOR)** means the document included in the RFP as Section5 which explains the objectives, scope of work, activities, tasks to be



- performed by the Consultant and the deliverables of the Assignment/job.
- p) **“Contract Data”** means the agreement executed between PMC & PCNTDA for execution of work.
  - q) **“CSD”** means Common set of deviation . It is the document submitted by the PCNTDA after publication of the tender or after pre-bid meeting. It forms the part and partial of the tender document after finalisation of the tender.
  - r) **“DLP”** means Defect liability period of the work contract which starts after completion of the work of Construction contract.
  - s) **“The site investigation Report”** means report of investigation at site including geological survey, core bore analysis, strata clasification etc.
  - t) **“The Start Date”** means starting date of work under contract.
  - u) **“The completion Date”** means completion date of work under contract.
  - v) **“Drawing”** means Set of Drawings submitted by the PCNTDA along with tender as well as Drawing to be submitted by PMC during contract period.
  - w) **“Engineer-in- Charge”** means the Executive Engineer, PIECC ,PCNTDA

## **2. Introduction**

- 2.1 The Employer, named in the Part II Data Sheet, will select a CONSULTANT in accordance with the method of selection specified in the RFP included in the Part II Data Sheet.
- 2.2 The name of the Assignment/Job has been mentioned in Part II Data Sheet. Detailed scope of the Assignment/ job has been described in the Terms of Reference (TOR) in Section 5.
- 2.3 Date, time and address for submission of Proposals have been given in Part II Data Sheet.
- 2.4 Agencies are invited to submit a Proposal, for consulting Assignment/job named in ITC 2.2.
- 2.5 Agencies should familiarize themselves with local conditions and take them into account in preparing their Proposal. Agencies are encouraged to attend a pre-Proposal meeting at the time and venue as specified in the Part II Data Sheet.
- 2.6 The Engineer-in-charge will provide at no cost to the selected Consultant various inputs and facilities specified in the Part II Data Sheet, assist the Consultant in obtaining licenses and permits needed to carry out the Assignment/job, and make available relevant project data and reports.
- 2.7 Agencies shall bear all costs associated with the preparation and submission of their Proposals and contract negotiation. The Employer is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award.

**3. Consortium Related Details**

3.1 Consultant may submit Proposal individually, in its sole capacity, or as a Consortium (through Lead Member), but not as both.

3.1 Consultant must fulfill the eligibility criteria laid down in **Part II Data Sheet.**

3.3 Proposals submitted by a Consortium must comply with the following requirements:

- a) The number of members in the Consortium should not exceed two (2).
- b) In case of consortiums, one of the Consulting firm has to be a Project Management Consultancy Services having specific experience in Road Projects while second firm can be Water supply & Drainage works / Electrical work Consultant or combination thereof. **However the Project Management Consultancy Services Firm has to be the lead Consultant of this consortium with share not less than 51% in the consortium and will provide a single window access to all the required services (including services of other companies constituting the consortium)**
- c) the Proposal should contain the information required from each member or sub-CONSULTANT, as the case may be;
- d) the Proposal should include a description of the roles and responsibilities of each member, or sub-CONSULTANT, as the case may be;
- e) a Consortium member or Sub- Consultant is not permitted to submit Proposal for the assignment / job in its individual capacity or as part of any other Consortium;
- f) the members of the Consortium shall execute a **Power of Attorney** for Lead Member of Consortium; and
- g) In case of a Consortium the proposal shall be accompanied by a certified and notarized copy of a legally binding Memorandum of Understanding (MOU), signed by all firms of the Consortium confirming the following therein:
  - (i) Date and place of Signing;
  - (ii) Convey the intent of the Lead Member to enter into the Contract with Employer and subsequently carry out all the responsibilities in terms of the Contract;
  - (iii) Delineate the proposed roles and responsibilities of each member or Sub- Consultant in the Consortium;
  - (iv) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for the Assignment / job in accordance with the terms of the Contract; and
  - (v) Clearly refer to the Assignment / job for which the arrangement is made.

MoU, in original, signed by all members/sub-agencies should be submitted with the Proposal. MoU should be specific to this Assignment / job and should contain the above requirements, failing which the Proposal shall be considered non-responsive.

**4. Clarification and Amendment of RFP Documents**

- 4.1 Consulting firms/Agencies may request for a clarification on any clause of the RFP documents at the address within the timelines indicated in the Part II Data Sheet. The Engineer-in-charge will respond in writing, or by standard electronic means and will send copies of the response to all Agencies.
- 4.2 At any time before the due date for submission of Proposal, the Engineer-in-charge may amend the RFP by issuing an addendum in writing or by standard electronic means.

**5. Conflict of Interest**

- 5.1 Employer requires that CONSULTANT provide professional, objective, and impartial advice, and at all times hold the Employer's interests paramount, strictly avoid conflicts with other Assignment/jobs or their own corporate interests and act without any consideration for future work.

- 5.2 Without limiting the generality of the foregoing, CONSULTANT, and any of their sub-CONSULTANT(s), shall be considered to have a conflict of interest when:

- (i) **Conflicting Assignment/job:** A CONSULTANT (including its Personnel and Sub-CONSULTANT) or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with another Assignment/job of the CONSULTANT to be executed for the same or another Employer.

- Conflicting relationships:** A CONSULTANT (including its Personnel and sub-Consultant) that has a business or family relationship with a member of the Employer's staff and who is directly or indirectly involved in any part of (a) the preparation of the Terms of Reference of the Assignment/job, (b) the selection process for such Assignment/job, or (c) supervision of the Contract, may not be awarded a Contract.

- 5.3 Agencies have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may reasonably be perceived as having this effect. If the CONSULTANT fails to disclose said situations, it may lead to disqualification of the CONSULTANT during the bidding process or the termination of its Contract during execution of Assignment.

- 5.4 **Unfair Advantage:** If a CONSULTANT could derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as per para 5.2 above, the Engineer-in-charge shall make available to all CONSULTANT together with this RFP all information that would in that respect give such CONSULTANT any competitive advantage over competing Agencies.

**6. Proposal:**

A CONSULTANT must only submit one Proposal. If a CONSULTANT or any of its sub-Consultants or any of its Consortium members submits or participates in more than one Proposal, all such Proposals shall be rejected and not considered for the purposes of evaluation under the RFP.

**7. Proposal Validity:**

The Part II Data Sheet indicates how long Agencies' Proposals must remain valid after the submission date. During this period, Agencies shall maintain the availability of Professional staff nominated in the Proposal and also keep their Financial Proposal unchanged. Should the need arise; however, the Employer may request Agencies to extend the validity period of their Proposal. Agencies who do not agree have the right to refuse to extend the validity of their Proposal; under such circumstance the Employer shall not consider such Proposal for further evaluation.

**8. Eligibility Criteria:**

The CONSULTANT submitting a Proposal must fulfill the criteria laid down in the Part II: Data Sheet for it to become eligible for submitting Proposal in response to this RFP.

**9. Preparation of Proposal**

**9A. Bid Security**

**9A.1** The bid/ Proposal shall be accompanied by bid security as per Data Sheet in Part II. Bid security should be paid online. Payments in Cheque or cash will not be accepted.

**9A.2** Any bid/ Proposal not accompanied by the Bid Security will be rejected.

**9A.3** In the event of his bid/ Proposal being accepted subject to provisions of the sub clause 9A.4 below, the said amount if so requested by the bidder be appropriated towards the amount of Performance Security payable by him under the conditions of contract.

**9A.4** If after submitting the bid/ Proposal, the bidder withdraws his offer or modifies the same or if after acceptance of his bid, fails or neglects to furnish the performance security, without prejudice to any rights and powers of the Employer hereunder or in law, the Employer shall be entitled to forfeit the full amount of Bid Security deposited by the bidder.

**9A.5** In the event of bid/ Proposal being not accepted, the amount of Bid Security deposited by the bidder shall unless it is prior thereto to forfeit under provision of sub clause 9A.4 above, be refunded to him on passing of receipt thereto without any interest.

**9B Bid Processing Fee: As in Part II Data Sheet**

9.1 The Proposal as well as all related correspondence exchanged by the Agencies and the Engineer-in-charge shall be written in the English / Marathi language.

9.2 While preparing the Technical Proposal, Agencies must ensure that alternative professional staff is not proposed and only one curriculum vitae (CV) may be submitted for each position.

9.3 **Technical Proposal:** Agencies are required to submit online (e- submission on mahatenders.gov.in) Technical Proposal (TP) informs provided in Section-3. The Part II Data sheet in Section-2 also indicates the formats of the Technical Proposal to be submitted. Submission of the Technical Proposal not complying with the requirements will result in the Proposal being deemed non-responsive. Content of the Technical Proposal is prescribed below:

- a) Form TECH-1 in Section-3 is cover letter accompanying Technical Proposal.
- b) A brief description of the CONSULTANT's organization and in the case of a consortium/ of each partner, will be provided in Form TECH-2. In the same Form, the CONSULTANT and their Consortium member and/or named sub-agencies (if any) will provide details of experience of eligible Assignments.
- c) Copy of audited balance sheet alongwith Profit & Loss Statement duly certified by C.A. for A.Y.2015-16 , A.Y.2016-17 and A.Y.2017-18 (A.Y. means Assessment Year)

d) Documents for Eligibility Criteria as stated in the bid document. CA certificate for Annual Turnover and Work Done/Completed certificate of Competent Authority.

e) A description of the Proposal, technical approach, methodology and work plan for carrying out the project for performing the Assignment/job (Form TECH-3 of Section 3).

f) The list of the proposed Key Professional staff by area of expertise, along with their Curriculum Vitae (CV)(in the format given in FORM TECH- 4A) duly signed by the concerned staff, the position that would be assigned to each staff team member and their tasks, is to be provided in Form TECH-4 of Section 3.

g) Project Scheduling & Planning (Form TECH-5 of Section 3).

h) Detailed description of methodology for training & capacity development.

i) Power of Attorney / authorization in favour of person signing the Proposal (in case of Consortium, this should be provided by the Lead Member).

j) Consortium MoU (if applicable)

k) Power of Attorney from Consortium members in favour of the Lead Member (if applicable)

9.4 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non- responsive.

**9.5 Financial Proposal:** The Financial Proposal shall be prepared using the attached Standard Forms (Form FIN-1 in Section 4). It shall set down the total cost, **expressed in percentage terms only (and not in amount in words)** of the estimated project cost , associated with the Assignment/job, including costs of the CONSULTANT associated with concept, design, construction Management,

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procurement services, commissioning, capacity building etc, given in detail in TOR, and applicable taxes (Excluding GST). GST as applicable shall be considered separately as per prevailing rules.

9.6 The Financial Proposal shall not include any conditions attached to it and any such conditional Financial Proposal shall be summarily rejected.

9.7 The UDD, Government of Maharashtra vide its GR Dt. 04/06/2018 has limited consultancy charges (DPR+PMC) to 2% of the project cost hence the bidder has to submit his bid with in the limit of 2%. Any financial offer greater than 2% will be rejected out right.

9.10 Deleted

### 10. Taxes

All applicable taxes excluding Goods And Services Tax will be included in the financial proposal in Form FIN-1 in Section 4.

### 11. Currency

Agencies shall express the price of their Assignment/job in percentage of the estimated project cost .

### 12. E - Submission, Receipt and Opening of Proposals

12.1 Submission letters for both Technical Proposal and the Financial Proposal should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

12.2 An authorized representative of the CONSULTANT shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

12.3 The original and all copies of the Technical Proposal shall be submitted online on [www.maharashtra.etenders.in](http://www.maharashtra.etenders.in) Similarly, the original Financial Proposal shall be submitted online on [www.maharashtra.etenders.in](http://www.maharashtra.etenders.in) clearly marked "FINANCIAL PROPOSAL" followed by the name of the Assignment/job.

12.4 The Proposals must be sent online on [www.mahatenders.gov.in](http://www.mahatenders.gov.in) and received online no later than the time and the date indicated in the Data sheet, or any extension to this date in accordance with para 4.2 above. Any Proposal received by the Employer after the deadline for submission shall be returned unopened.

### 13. Proposal Evaluation

13.1 The Agencies should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort to influence the Employer in the examination or evaluation of proposals may result in the rejection of the CONSULTANT's Proposal.

13.2 The Chief Executive Officer has constituted a CONSULTANT Selection Committee (CSC) which will carry out the entire evaluation process. This committee consists following members:

1. Chief Executive officer , PCNTDA
2. Superintending Engineer , PIECC, PCNTDA
3. Executive Engineer, PIECC, PCNTDA

4. CAFO, PCNTDA

- 13.3 **Evaluation of Technical Proposals:** CSC while evaluating the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the competent authority accepts the recommendation.
- 13.4 The CSC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, sub-criteria specified in the Data sheet. In the first stage of evaluation, a Proposal shall be rejected if it is found deficient as per the requirement indicated in the Data sheet for responsiveness of the Proposal. Only responsive Proposals shall be further taken up for evaluation. Evaluation of the technical Proposal will start first and at this stage the financial bid (Proposal) will remain unopened. The qualification of the CONSULTANT and evaluation criteria for the technical Proposal shall be as defined in the Data sheet.

**13.5 Public opening & evaluation of the Financial Proposals:**

Financial Proposals of only those entities that are technically qualified shall be opened on the date & time to be specified later, in the presence of the CONSULTANT's representatives who chose to attend. The name of the Agencies, their technical score and their financial Proposal shall be read aloud.

- 13.6 The CSC will correct any computational errors. When correcting computational errors between word and figures, the former will prevail.
- 13.7 After opening of Financial Proposals, selection method as described in the Data Sheet: Detailed Evaluation Method shall be applied to determine the CONSULTANT eligible for award of Contract. The selected CONSULTANT will be invited for negotiations, if considered necessary.
- 13.8 The decision of Employer is final and binding on all Agencies who participated in this proposal.

**14. Negotiation of Contract**

- 14.1 Negotiations may be held at the date, time and address intimated to the selected CONSULTANT.
- 14.2 Technical negotiations:  
Before final MOU is signed, negotiations on technical and financial proposal may be done to clarify the work plan, staffing schedule, logistics etc.
- 14.3 Financial negotiations:  
Under no circumstance, the financial negotiation shall result in to increase in the price originally quoted by the CONSULTANT.
- 14.4 Availability of Professional staff/experts: The Employer expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Employer will require assurances that the Professional staff will be actually available.

**15. Award of Contract**

- 15.1 The Chief Executive Officer , PCNTDA shall issue a Letter of Intent (LOI) to the selected CONSULTANT and promptly notify all other Agencies who have submitted Proposals about the decision taken.
- 15.2 Unless otherwise agreed, the CONSULTANT will sign the Contract within 15 days of issuance of LOI.
- 15.3 The CONSULTANT is expected to commence the Assignment/job on the date and at the location specified in the Part II Data Sheet.

**15.4 Performance Security**

The successful Consultant whose offer has been accepted will have to pay an amount ~~online~~ as per Data Sheet in Part-II as performance security. The performance security shall be in the form of demand draft drawn in favour of Chief Executive Officer, PCNTDA, as per Data Sheet in Part -II. Performance security shall be furnished within 15 days from the date of issue of acceptance letter else the Consultant will be liable for action as per sub clause 9A.4of ITC Part-I. The performance security submitted shall be valid up to a period of 3 months beyond satisfactory defect liability period (DLP) completion of the Construction Contractor.

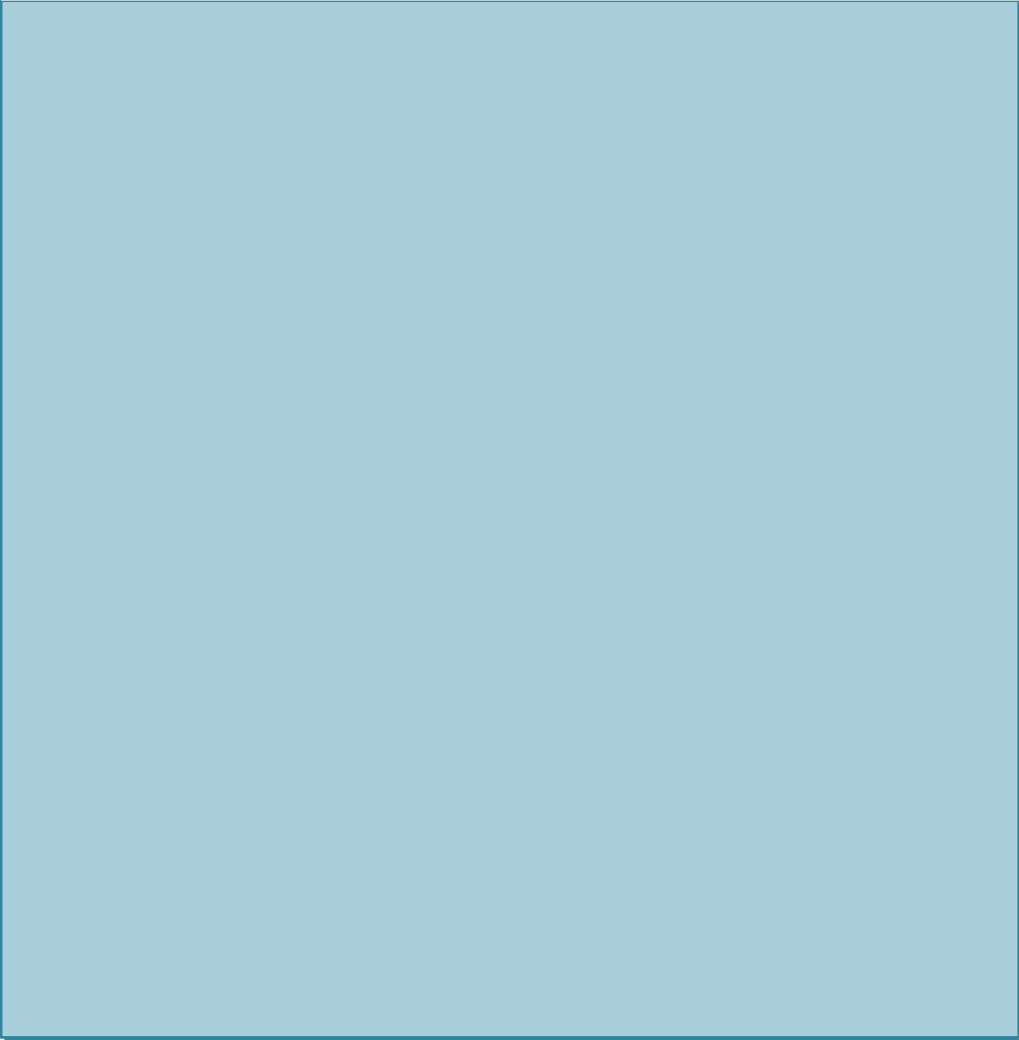
**16. Confidentiality**

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Agencies who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any CONSULTANT of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Employer's anti fraud and corruption policy.

**17. Transparency & Disclosure provision: Deleted**



SECTION 2  
PART-II  
**DATA SHEET**



**REQUEST FOR PROPOSAL**

<b><u>PART II: DATA SHEET</u></b>		
<b>Sr. No.</b>	<b>Ref. of</b>	<b>Particulars of Data Sheet</b>
1	2.1	Name of the Employer: Chief Executive Officer , PCNTDA New Admin Bldg , Near Akurdi Railway Station Pune -411044 Telephone No020-27652934/35 email – ceopcntda@pcntda.org.in
2	2.2	Name of the Assignment/job is: Detailed Engineering and Project Management Consultancy(PMC) Services For Development of Infrastructure of Commercial plots in sector 5 & 8 of PCNTDA , Dist Pune.
3	2.3	Last Date, time for online submission of Proposal: Last Date : 30/10/2018 , Time :17:45Hrs
4	2.5	a) <b>A Pre-Proposal meeting:</b> will be held on Date: 11/10/2018 Time : 12:00 Hrs <b>Venue:</b> Office of The Chief Executive Officer , PCNTDA b) <b>Opening of Bid:</b> will be held during- if possible Date: 01/11/2018 Time : 15:00 Hrs <b>Venue:</b> office of the Chief Executive Officer , PCNTDA
5	9A	<b>Bid Security:</b> Rs 1,50,000/- (Rs. One Lakh Fifty Thousand Only) to be submitted online .
6	15.4	<b>Performance Security:</b> Rs7,50,000/- (Rs. Seven Lakh Fifty Thousand Only) in the form of Demand Draft / FDR in favour of Chief Executive Officer , PCNTDA payable at Pune
5	2.6	The Executive Engineer , PIECC, PCNTDA will provide the following inputs and facilities: Site map, Visit to site will be allowed with prior permission
6	3.1	<b>Eligibility Criteria:</b> <b>(A) (i)</b> The proposal, a) May be submitted by an individual consulting firm engaged in Project Management Consultancy Services having specific experience in Road projects, parking area development , Structural Design, MEP services including STP design with continuous Consulting business since last five years or jointly in Consortium with other Consulting firms where the consortium may be constituted by up to two companies. b) In case of consortiums, one of the Consulting firm has to be a Project Management Consultancy Services having specific experience in Road Projects while second firm can be Water supply & Drainage works / Electrical work Consultant or combination thereof. However the Project Management Consultancy Services Firm has to be the lead Consultant of this consortium with share not less than 51% in the consortium and will provide a single window access to all the required services (including services of other companies constituting the consortium)  c) In case of a consortium, there should be an agreement executed by all the

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		<p>companies constituting the consortium mentioning inter alia the following-</p> <ul style="list-style-type: none"><li>i. That they agree to work jointly for the assignment</li><li>ii. That they agree to be jointly and severally responsible for the assignment</li><li>iii. The share of each member in the total fees decided by the consortium</li></ul> <p><b>(ii)</b> The CONSULTANT shall deposit cost of the tender (Rs. 5000/-) at the time of submission of bids On line which will be non-refundable.</p> <p><b>(B)</b> The CONSULTANT, as sole entity or as Consortium, must:</p> <p>Have ‘planned, designed and executed as project management consultants’ in the last seven years, in road projects, Water supply &amp; Drainage works / Electrical work . In the above, planned designed and executed means carrying out the scope of work similar to scope of this project i.e. providing comprehensive DPR and Project Management Consultancy with innovative construction technologies leading to fruitful completion of the project. Completion shall be validated by officer not below the rank of Executive Engineer in case the client is a Government/ Semi-Government/ Local Bodies. In case of experience in Private sector the bidder shall submit Commencement Certificate /Completion certificate and other relevant permissions of local authorities and certificate of Appropriate Authority of the Employer Firm.</p> <p><b>The approximate cost of the project is Rs. 75.00 Crores.</b></p> <ul style="list-style-type: none"><li>i) Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year , should be at least Rs. 57 lakhs (In case of JV's both members should jointly satisfy the criteria and turn over of the lead member shall not be less than 50% of this criteria)</li><li>ii) Experience of having successfully completed similar works during last 3years should have completed single work of similar nature having cost Rs. 45 Cr. Work of similar nature means work involving construction of road works and water supply and drainage works. In case of JV's both members should jointly or individually satisfy this criteria. One work of each member will be combined together and treated as single work.</li></ul>
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		<p>iii) Demonstrate Availability for this work of technical personnel as stated in <b>Form Tech 4</b>, Key Professional Staff, Section 3 Technical Proposal.</p> <p>iv) Should possess and can display capacity for transfer of knowledge/skills for capacity development in best practices in operating the services under the project and maintenance of the project after its completion.</p> <p><b>Other conditions:</b></p> <p>i) Consultancy Services/design/Construction, etc. will be done as per Government/ PWD/ MORT&amp;H / IS/International/Set good Engineering practices Standards as specified by the Employer norms.</p> <p>ii) Details of the project will be finalized in the DPR after discussion.</p> <p><b>(C) Other conditions:</b></p> <p>i. Consultancy Services/design/Construction, etc. will be done as per Government/ PWD/ MORT&amp;H / IS/International/Set good Engineering practices Standards as specified by the Employer norms.</p> <p>ii. Details of the project will be finalized in the DPR after discussion.</p>
7	4.1	<p>Clarifications may be requested till the date of Pre-Proposal meeting. The address for requesting clarifications is: <b>Chief Executive Engineer , New Admin Bldg , PCNTDA, Akurdi, Pune411044</b>  <b>Phone no – 020-27652934/35      Email ceopcntda@pcntda.org.in</b></p>
8	7	<p>Proposals must remain valid for <b>120</b> (one hundred twenty) days after the submission date.</p>
9	9.3	<p>The formats of the Technical Proposal to be submitted are:  Form Tech 1: Letter of Proposal submission  Form Tech 2 : CONSULTANT’s organization &amp; experience  Copy of audited balance sheet alongwith Profit &amp; Loss Statement duly certified by C.A.for A.Y.2015-16 , A.Y.2016-17 and A.Y. 2017-18 (A.Y. means Assessment Year)Documents for Eligibility Criteria as stated in the bid document. CA certificate for Annual Turnover and Work Done/Completed certificate of Competent Authority.  Form Tech 3: Approach &amp; methodology  Form Tech 4: Team composition  Form Tech 4A:Format of curriculum vitae (CV) for proposed key staff.  Form Tech 5: Project Scheduling &amp; Planning.</p>
10	9.3(f)	<p>Training &amp; capacity building is a specific component of this Assignment/job: <b>Yes</b></p>
11	11	<p>Agencies shall express the price of their Assignment/job <b>in percentage</b> of the likely estimated project cost</p>
12	12.3	<p>The Consultant should submit the Technical and Financial Proposal online and make available hard copy for verification when demanded by PCNTDA</p>
13	13.4	<p>Prior to evaluation of Proposals, Employer will determine whether each proposal is responsive to the requirements of the RFP document. A Proposal shall be considered responsive if it satisfies all the criteria stated below:</p>

**REQUEST FOR PROPOSAL**

		<ul style="list-style-type: none"><li>a) It is received online by the Proposal due date.</li><li>b) It is signed and marked as stipulated.</li><li>c) It contains the information and documents as requested in the RFP.</li><li>d) It provides the information in reasonable detail. (“Reasonable Detail” means that, but for minor deviations, the information can be reviewed and evaluated by Employer without communication with the CONSULTANT). Employer reserves the right to determine whether the information has been provided in reasonable detail.</li><li>e) There are no inconsistencies between the Proposal and the supporting documents.</li><li>f) It does not contain any condition or qualification.</li></ul> <p>Agencies are expected to submit a complete Proposal in all respect. All the required documents and details must be included. In the absence of the same, leading to material deviation or reservation, the Proposal is liable to be rejected.</p> <p>Employer reserves the right to reject any Proposal which in its opinion is not responsive and no request for modification or withdrawal shall be entertained by Employer in respect of such Proposals.</p>
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**REQUEST FOR PROPOSAL**

	a)	<b>Only those Technical Proposals that are found to be responsive shall be further evaluated on the following parameters:</b>	
		<b>Sr. No.</b>	<b>Evaluation Criteria</b>
		<b>Maximum Marks</b>	
		1	Team Personal
		50 Marks	
		2	Experience of the firm
		40 Marks	
		3	Approach and Methodology of Consultant including the Work plan for the project (Max. Marks 20)
		10 Marks	
			<b>Total</b>
			<b>100 Marks</b>
		<b>Criteria, sub-criteria and point system for evaluation to be followed under this procedure are as under:</b>	
		1) Team Personal	<b>50 marks</b>
		Team Leader / GM	<b>15 marks</b>
		Graduate in Civil Engineering from a recognized University with minimum 15 years of experience with specific experience in implementing conventional / innovative construction technologies in road projects.	10 marks
		More than 15 years and maximum 20 years of experience. With specific experience in implementing conventional / innovative construction technologies in road projects.	12 marks
		More than 20 years of experience with specific experience in implementing conventional / innovative construction technologies in road projects	15 marks
		b) Project Engineer/ Resident Engineer -	<b>15 marks</b>
		Graduate in Civil Engineering from a recognized University with Minimum 7 years' experience or Diploma in Civil Engineering with minimum 10 years' experience	10 Marks
		Graduate in Civil Engineering with Minimum 10 years' experience or Diploma in Civil Engineering with 15 years' experience	15 Marks
		c) Structural Design Expert	<b>5marks</b>

**REQUEST FOR PROPOSAL**

	<p>Post-graduation in Structural Engineering from recognized university with minimum 10 years experience or graduate in Civil Engineering with minimum 20 years experience</p> <p>Post graduate with more than 10 years or Graduate with more than 20 years experience and shall be conversant in the design of housing projects in innovative non-conventional technologies</p>	<p>3.5 marks</p> <p>5 marks</p>
	<b>Quality Engineer</b>	<b>5 Marks</b>
	<p>BE civil with 3- 5 years experience as Quality Engineer</p> <p>Be Civil with more than 5 years experience in as Quality Engineer</p>	<p>3.5 marks</p> <p>5 marks</p>
	<b>Senior Engineer – 2 nos (Civil – 1 and Electrical -1)</b> (50% marks for Each Category)	<b>10 Marks</b>
	<p>Graduate in Civil Engineering from a recognized University with Minimum 3 years' experience or Diploma in Civil Engineering with minimum 5 years' experience</p> <p>Graduate in Civil Engineering from a recognized University with Minimum 5 years' experience or Diploma in Civil Engineering with minimum 7 years' experience</p>	<p>7 marks</p> <p>10 marks</p>
	<p><b>2)Experience of the firm ( Experience in Private Sector will be given weight-age of 90% as against experience in Government /Semi government /Local body Experience)</b></p> <p>(a) Total length of road work completed in single project as per Eligibility Criteria</p> <p>Not less than 5.00 KM</p> <p>Not less than 10.00 KM</p> <p>Not less than 15.00 KM</p> <p>(b) Turn over (Combined Turn over in case of JV's)</p> <p>i) Average annual turn over for last 3 years - 57 lakhs</p> <p>ii) Average annual turn over for last 3 years - 100 lakhs</p>	<p><b>40 Marks</b></p> <p>20 Marks</p> <p>15 Marks</p> <p>17 Marks</p> <p>20 Marks</p> <p>20 Marks</p> <p>15 Marks</p> <p>20 Marks</p>
	<b>(4)Approach and Methodology of Consultant including the Work plan for the project (Max. Marks 20) (Tech Form 3 and 5)</b>	<b>10 marks</b>

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16	13.7	<p><b>Method of Selection:</b></p> <p>The Technical quality of the Proposal will be given weightage of <b>70%</b> the method of evaluation of technical qualification will follow the procedure given above.</p> <p>The Price Proposals of only those Agencies who qualify technically that is who score <b>minimum 70 out of 100</b> marks will be opened. The Proposal with the lowest cost may be given a financial score of 100 and the other Proposal given financial score that are inversely proportionate to their prices. The financial Proposal shall be allocated weight of <b>30%</b> For working out the combined score, the employer will use the following formula: <b>Total points = T (w) x T (s) + F (w) x LEC / EC x 100</b></p> <p>Where, T (w) stands for weight of the technical score. T (s) stands for technical score F (w) stands for weight of the Financial Proposal EC stands for Evaluated Cost of the Financial Proposal LEC stands for Lowest Evaluated Cost of the Financial Proposal.</p> <p>The Proposals will be ranked in terms of total marks scored. The Proposal with the highest total marks will be considered for award of contract and will be called for negotiations, if required.</p>	
17	15.3	<p>Expected date for commencement of consulting Assignment/job: Immediately after approval of the Consultancy Tender Location: At Sector 5 &amp; 8 (PIECC), Moshi, PCNTDA, Pune 411044</p>	

**NOTE:**

1. deleted
2. The Selection Committee reserves the right to inspect the sites previously developed by the Consortium/ individual at the Consultant's expenses and also the procurements made by different entities under their guidance.



**SECTION 3**  
**TECHNICAL PROPOSAL**  
**-**  
**STANDARD FORMS**

**LETTER OF PROPOSAL SUBMISSION**

*[Clause 9.3, Section 2, Instructions to Agencies (ITC), Part I]*

[Location, Date]

To: [Name and address of Employer]

Dear Sir:

We, the undersigned, offer to provide Consultancy Services from **Providing consultancy services as mentioned in the Request for Proposal**

For Detailed Engineering and Project Management Consultancy(PMC) Services For Development of infrastructure of Commercial plots of PIECC in sector 5 & 8 of PCNTDA , Dist Pune.in accordance with your Request for Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under separate envelops.

We are submitting our Proposal in association with: *[Insert a list with full name and address of each consortium member and named sub-CONSULTANT, as applicable]*

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations, if any.

We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Signature of Authorized Signatory

Name:

Title:

Address:

## CONSULTANT’S ORGANIZATION AND EXPERIENCE

*[Clause 9.3, Section 2, Instructions to Agencies (ITC), Part I]*

### A .CONSULTANT’S Organization

[Provide here a brief description of the background and organization of the entity and each consortium member as well as the identified and named Sub- Consultant(if any) for this Assignment/job.]

In the event the CONSULTANT is submitting Proposal as Consortium, the names, contact details and profile of each consortium member as well as identified and named Sub- Consultant(if any) must be submitted with the Technical Proposal together with the roles assigned to each of them.

### B .CONSULTANT’S/Consortium’s Experience

Using the format below, provide information on each assignment/job for which your firm, and/or the consortium member as well as identified and named sub-CONSULTANT(s), was legally contracted either individually as a corporate entity or as one of the major partners within an association, for carrying out consulting assignment/job similar to the ones requested under this Assignment/job.

**Firm’s name:**

1	Assignment/job name:	
1.1	Description of Project	
1.2	Approx. value of the contract (in Rupees):	
1.3	Location:	
1.4	Duration of Assignment/job (months) :	
1.5	Name & address of Employer:	
1.6	(i) Start date (ii) Completion date	
1.7	Description of the activities performed by your staff within the overall Assignment/job with respect to but not limited to- (i) Services planning and execution- Facility planning- (Including inclusion of Government Schemes /Subsidies) (a) Facility layouts and designs (b) Standards followed (GRIHA, etc.) (ii) Architectural and Engineering planning and execution-, Electrical, Interior, Furniture, HVAC, MEP,	

**REQUEST FOR PROPOSAL**

	Fire Fighting, etc. (iii) Project Management Services	

**Note: Please provide documentary/material evidence from the client**

For projects under construction, only the completed portion of the project will be considered , completion/ partial completion shall be validated by officer not below the rank of Executive Engineer in case the client is a Government/ Semi-Government/ Local Bodies. In case of experience in Private sector the bidder shall submit Commencement Certificate/ Completion certificate and other relevant permissions of local authorities and certificate of Appropriate Authority of the Employer Firm.

## FORM TECH-3

### DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT/JOB

[Clause 9.3, Section 2, Instructions to Agencies (ITC), Part I]

[Technical approach, methodology and work plan are key components of the Technical Proposal]

[You should explain your understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

Approach and methodology should, *inter alia*, cover the CONSULTANT's proposed approach regarding the following:

- Evaluation and analysis of Existing site and surroundings for Road Projects taking into consideration Central and state Government schemes/subsidies/rules and regulations
- Preparation of a project brief underlining the basics of Building requirements, services, Parking facility, etc.
- Highlights of operational efficiencies in terms of ease and efficiencies of movement of people, Vehicles, etc.
- Detailed engineering brief containing proposed technology and ease of use.
- Innovative technologies if any for conservation of energy, and renewable energy implementation.
- Measures proposed to be taken for achieving financial economies.
- Concept Design, efficient integration with existing Central Building Campus, Layout (Water Supply & Drainage works Electrical, MEP Services), ,Line plans,

## **REQUEST FOR PROPOSAL**

perspective views, Clash identification of various services by using softwares like Autodesk - REVIT, or similar, Walk through of the Model. Line plans, perspective views, landscaping of premises, etc.

- Project Management construction, environmental management, handing over of facility to end user, DLP monitoring,

**FORM TECH-4**

**TEAM COMPOSITION**

[Clause 9.3 Section 2, Instructions to Agencies (ITC), Part I]

**1. Key Professional Staff: Minimum Qualification and Experience Requirement**

Sr. No.	Key Technical Expertise required for the Consultancy	Minimum Qualification	Minimum Experience (In No. of Years)
1	Team Leader	Graduate in Civil Engineering	Graduate in Civil Engineering from a recognized University with minimum 15 years of experience with specific experience in implementing conventional/ innovative construction technologies in road projects.
2.	Project Engineer/ Resident Engineer	Graduate in Civil Engineering	Graduate in Civil Engineering from a recognized University with Minimum 7 years' experience or Diploma in Civil Engineering with minimum 10 years' experience RE should be independent for each project.
3	Sr. Engineer (Civil) 1 No	Graduate / Diploma in Civil Engineering	Graduate in Civil Engineering from a recognized University with Minimum 3 years' experience or Diploma in Civil Engineering with minimum 5 years' experience
4	Sr. Engineer (Elect.) 1 No	Graduate / Diploma in Elect. Engineering	Graduate in Elect. Engineering from a recognized University with Minimum 3 years experience or Diploma in Elect. Engineering with minimum 5 years experience
5.	Quality Engineer (1 No.)	Degree in Civil Engineering	BE civil with minimum 3 years experience as Quality Engineer
6.	Site Engineer(3 Nos.)	Diploma/ Degree in Civil Engineering	---

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7.	Structural Design Expert	Graduation/Post-graduation in Structural Engineering from recognized university or graduate in Civil Engineering	As and when required Post-graduation in Structural Engineering from recognized university with minimum 10 years experience or graduate in Civil Engineering with minimum 20 years experience
8.	Architect / Landscape designer	Bachelor in Architecture	As and when required Experience : 5 Years
9.	MEP Design Expert	B.E. / B.Tech from a recognized university is mandatory.	With minimum 7 years of relevant experience,
10.	Total Station Surveyer or Survey Agency	-	With minimum 5 years of relevant experience,

Any other specialty agencies should be made available as and when required to complete the assignment.

- 2. Curriculum Vitae (CV) of Key Professional Staff listed above to be attached duly authenticated.**
- 3. The Selection Committee reserves the right to interview and inspect the documents of the key staff enlisted above.**
- 4. The above mentioned Personnel shall not be changed till entire duration of Project. In exceptional circumstances for any change in the team Composition, prior approval of the Employer shall be taken.**
- 5. All the Key personnel shall be available for meetings of Employer as and when required**
- 6. The above requirement is indicative core requirement only. As per the requirements of the project the PMC shall deploy appropriate Nos and category of staff.**



**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF**

*[Clause 9.3 Section 2, Instructions to Agencies (ITC), Part I]*

**1. Proposed Position:** \_\_\_\_\_

**2. Name of Staff:** \_\_\_\_\_

**3. Date of Birth:** \_\_\_\_\_ **(Please furnish proof of age)**

**4. Nationality :** \_\_\_\_\_

**5. Educational Qualification:**

(Summarize college/university and other specialized education of staff member, giving

names of schools, dates attended and degrees obtained). (Please furnish proof of qualification)

**6. Membership of professional societies:** \_\_\_\_\_

**7. Publication:**

(List of details of major technical reports/papers published in recognized national and international journals)

**8. Employment Record:**

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(Starting with present position, list in reversed order, every employment held. List all positions held by staff member since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For **experience period of specific assignment must be clearly mentioned**, also give client reference, where

appropriate).

9. Summary of the CV

(Furnish a summary of the above CV. The information in the summary shall be precise and accurate. The information in the summary will have bearing on the evaluation of the CV.)

A. Education:

i) Field of Graduation and Year

ii) Field of post graduation and year

iii) Any other specific qualification

B) Experience

i) Total experience in **Road project/MEP etc.**: \_\_\_\_\_ Yrs

ii) Responsibilities held: \_\_\_\_\_ Yrs

iii) Relevant Experience: \_\_\_\_\_ Yrs

C) Permanent Employment with the Firm (Yes/No):

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If yes, how many years:

If no, what is the employment:

Arrangement with the firm ?

Certification :

1. I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of his assignment on the project.
2. I, the undersigned, certify that to the best of my knowledge and belief, this biodata correctly describes myself, my qualification and my experience.

**Signature of the Candidate** \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

**Signature of the Authorized Representative of the firm** \_\_\_\_\_

Place \_\_\_\_\_

Date \_\_\_\_\_

**Note :** Each page of the CV shall be signed in ink by both the staff member and the Authorized Representative of the firm. Photocopies will not be considered for evaluation

**PROJECT SCHEDULING & PLANNING**

*[Clause 9.3 Section 2, Instructions to Agencies (ITC), Part I]*

**Project Scheduling & Planning.**

The CONSULTANT should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the Employer such as approvals to drawings, Technical sanctions to estimates, approvals to draft tender papers, designs (Electrical, HVAC, MEP, etc.), etc. from Competent authorities of the Employer), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.

- 1 *Indicate all main activities of the Assignment/job including Planning, design, construction, MEP services, commissioning and transfer of knowledge/capacity development*
  
- 2 *Duration of activities shall be indicated in the form of a bar chart.*
  
3. *Brief description will be given of management systems & tools employed*

**SECTION 4**  
**FINANCIAL**  
**PROPOSAL -**  
**STANDARD FORMS**

## FINANCIAL PROPOSAL SUBMISSION FORM

*[Clause 9.5 Section 2, Instructions to Agencies (ITC), Part I]*

[Location, Date]

To:[Name and address of Employer]

Dear Sir:

We, the undersigned, offer to provide Consultancy Services as mentioned in the Request for Proposal for

Detailed Engineering and Project Management Consultancy(PMC) Services For Development of infrastructure of Commercial plots of PIECC in sector 5 & 8 of PCNTDA , Dist Pune. .in accordance with your Request for Proposal and our Technical Proposal.

We hereby submit our Financial Proposal for the sum equivalent to [ \_\_\_\_\_ ] per cent (in figure as well as in words) of the project This is inclusive of all applicable taxes.(except GST)

We understand that the actual payment under the Contract, to the successful CONSULTANT, shall be made on the basis of the above stated percentage of the estimated project cost or that of the actual project cost, whichever is lower.

We hereby confirm that the Financial Proposal is unconditional and we acknowledge that any condition attached to Financial Proposal may result in rejection of our Financial Proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, if any, as per RFP.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Signature of Authorized Signatory

Name:

Title:

Address:

***[Note:(1) The Financial Proposal shall set down the total cost, expressed in percentage terms of the project cost associated with the Assignment/job, including costs of the CONSULTANT associated with concept, design, construction, procurement services, commissioning, capacity building etc, given in detail in TOR, and applicable taxes. (excluding Goods and services Tax)]***

***(2)The bidder has to submit his bid with in the limit of 2%. Any financial offer greater than 2% will be rejected out right.***

**SECTION 5**  
**TERMS OF  
REFERENCE**

## **TERMS OF REFERENCE**

### **Background, Objectives and Detailed Scope of the Assignment**

#### **1. BACKGROUND:**

1.1. Sector 5 &8 is located in village Moshi , PCNTDA -

1.2. It is proposed to have infrastructure of road network in commercial zone in sector 5 & 8 of PIECC project in PCNTDA ,For this purpose, the employer intends to appoint a competent technical consultancy firm as Project Management Consultants for pre and post tender activity. the proposed layout of the same is enclosed herewith. Feasibility studies, conceptual planning and designing, Detailed engineering including , Project Management Consultancy, Monitoring of DLP of Construction on plot/plots area of 32.26 hectare along with necessary Road network, Parking arrangement and MEP infrastructure on and around the plot/plots including Electrical work is the broad scope of work. Work also includes total contour survey of entire plot of 98 Hectare &demarcation points of each and every plot/ zone / unit , fixing of boundary stone/ concrete block at each and every corner point, & preparing Demarcation certificate of all plots/ units within premises of PIECC as per approved Development plan.

#### **2. OBJECTIVES OF THE ASSIGNMENT:**

The Consultant shall plan / design/ coordinate his activities considering the State/Central Govt Schemes . In view of these things, the objectives of the assignment in brief are as below -

Develop Road network , Parking plot and MEP infrastructure on and around the plot/plots including Electrical work

(i) .Provide Project Management services Road projects, , Structural Design, Fire fighting, MEP services including STP design,etc.

#### **3. SCOPE OF SERVICES OF THE CONSULTANT:**

The Consultant will perform the following Services for the Project under this Agreement as described below:

From feasibility, design, to actual execution, supervision, integration planning, and commissioning.

The Consultant will give the Mission and Vision Document to guide all current and future works.

*“No separate fee shall be paid to the Consultant for hiring consultancy services if any, for any of the services required for execution of the project.”*



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### **3.1 COMPREHENSIVE DESIGN SERVICES:**

The CONSULTANT shall provide comprehensive services broadly described hereinafter:

#### **3.1.1. Conceptual design stage**

The CONSULTANT shall -

- (i) Be responsible for developing the Design Brief Details (regarding electrical services, Road Furniture, Fire fighting, CCTV Surveillance, sanitary,, etc.), its arrangement, Area Statement, and detailed specifications, etc.
- (ii) Develop a roadmap for integration of the whole Commercial Campus & parking plot
- (iii) Develop Integral Plan acceptable to Employer/ User department.
- (iv) Interact with Employer/ User Department, modify the concept design, if required, incorporating necessary changes and submit revised/modified design with reference to the requirements given, providing details of useful area, circulation area, services and broad specifications etc.
- (v) Obtain approval of final Concept Plan from Competent Authority.
- (vi) Propose methodology for execution of work having regard to various facilities already operating at site.
- (vii) Steps (i) to (vi) shall be repeated as per requirement and as directed by Engineer In-charge.
- (viii) All concerned experts in all fields ( viz. Project Management, Electrical, Fire fighting, etc. ) shall remain present at every stage during finalization of conceptual design .
- (ix) Provide Financial Feasibility study reports as required by the Employer.

#### **3.1.2. Preliminary Drawings/Design Stage:**

The CONSULTANT shall

- (i) Arrange clearance certificates from the concerned authorities as per requirement. The fee for such clearances will be borne by the Employer.
- (ii) Prepare report on site evaluation.
- (iii) Carry out detailed investigations
- (iv) Conduct detailed survey of the project site by arranging visit to the site.
- (v) Carry out surveys of all existing services in site area as well as adjacent area to facilitate water supply, drainage and electrical connection
- (vi) Undertake preliminary planning on the basis of approved concept design and observations of Employer.
- (vii) Prepare and submit preliminary drawings, designs, specifications etc.
- (viii) Suitably modify the preliminary drawings, designs, etc. as discussed with Employer
- (ix) Prepare detail estimates and obtain Technical sanction of Competent authority as per PWD norms based on State schedules of rates and get them sanctioned from Competent Authority.
- (x) Submit drawings to local bodies, etc. for clearance and arrange approval. The fee for such clearances will be borne by the Employer.
- (xi) Obtain approval of Competent Authority with regard to various specifications & finishes to be provided in the proposed buildings.
- (xii) Obtain the necessary permission from Competent authority / Local authority

## **REQUEST FOR PROPOSAL**

including fire & fire fighting, arrange water supply connection, Drainage connection, Electrical Connection, and other necessary approvals, NOC's and permissions required for the Project at any stage of the project. The fee for such clearances shall be by the Employer.

- (xiii) Steps (i) to (xiii) shall be repeated as per requirement and as directed by Engineer in-charge.
- (xiv) Work also includes total contour survey of entire plot of 98 Hectare & demarcation of points of each and every plot/ zone / unit, fixing of boundary stone/ concrete block at each and every corner point, & preparing Demarcation certificate of all plots/ units within premises of PIECC as per approved Development plan also take approval from planning section of Development Authority.

### **3.1.3. Detailed Design Stage**

The CONSULTANT shall

- (i) Carry out detailed investigations necessary for facilitating design of various structures.
- (ii) Prepare detailed Architectural drawings (regarding electrical services, Road Furniture; Firefighting, CCTV Surveillance, sanitary, etc.), including drawings showing details of all utilities and internal & external services, specifications after incorporating all revision with integration of all services.
- (iii) Prepare complete Architectural (regarding electrical services, Road Furniture, Firefighting, , CCTV Surveillance, electronic digital display, sanitary, ICT etc.), and services design & drawings, working details, schedules, specifications including , sanitary and plumbing details, fire detection, Fire protection and fighting systems, water supply and sewerage details, Solid waste water management (SWM), Detailed Furniture layout for all units and its specification, , Electrical layout and details, integration of all systems and services, Security system, and other services as per requirement of the Client, schedule of finishes, bill of quantities as per PWD / MJP Schedule of rates to describe the whole project adequately and get them approved from Competent Authorities and from all the local bodies, etc. The CONSULTANT will provide 10 sets of drawings to the employer.

### **3.1.4.**

- (i) The fee to be paid to the CONSULTANT will be as per Annexure 3.
- (ii) The CONSULTANT shall give a plan indicating the personnel to be involved in clause 3.1 above.

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### **3.2. BID PROCESS MANAGEMENT**

- (i) Assisting Employer to decide post-qualification criteria of contractors.
- (ii) Preparation of tender documents including specifications and bill of quantities, drawings etc. and get approvals to them from Competent Authorities.
- (iii) The Engineer-in-charge will invite the tenders in standard B1 format of percentage rate tender through wide publicity in national level newspapers ensuring competitiveness in addition to placing Tender on the website
- (iv) The Competent Authority of Employer shall hold pre-tender meeting in a pre-determined manner and offer clarifications, if any, sought by the tenderers. The clarifications relating to the RFP shall be drawn up by the Engineer-in-charge with the help of CONSULTANT and, the same shall be issued to the intending tenderers with due approval from Competent Authority The clarifications issued shall form a part of the main Contract document for the work.
- (v) The Competent Authority of Employer shall receive and open the tenders in the pre-determined manner, on the appointed date and time, in the presence of other intending tenderers. The Employer shall thereafter issue Letter of Acceptance to the selected Contractor(s) and take further necessary actions in accordance with the tender conditions.
- (vi) It shall be the duty and responsibility of the Competent Authority regarding acceptance or rejection of the tenders received. The Competent Authority shall have absolute right to accept or reject any or all tenders without assigning any reason whatsoever and the decision of the Competent Authority shall be final and binding on all the parties.
- (vii) The Employer shall execute the Contract with the successful tenderers through Chief Executive Engineer, PCNTDA in the format prescribed in the tender document on a stamp paper of appropriate denomination.
- (viii) The Government/ Employer in its sole discretion, at this stage, may augment/ diminish the Scope of work or cause to take some part of the Project in later stage.
- (ix) The Government/ Employer in its sole discretion, shall get the Project completed and/ or services delivered through different Consultant/ Agency from this stage onwards i.e., from the stage of preparation of Draft Tender Papers (DTP).

### **3.3. EXECUTION STAGE ACTIVITIES**

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### **3.3.1. Execution & Commissioning**

CONSULTANT shall be responsible for executing and commissioning the work and shall be responsible for getting the work done as per approved designs. Towards this the Employer shall engage various contractors and suppliers and enter into Project Contracts with such contractors and suppliers. The CONSULTANT shall be responsible to assist Employer for the soft commissioning, shakedown, final commissioning and hand over of the facility in functional order/condition to the End User

### **3.3.2. Supervision**

- (i) Carry out checking and verification of the setting-out data for the work including lines, levels and layout to ensure conformity with the working drawings,
- (ii) Initiate advance actions for handing over of site and / or issue of drawings
- (iii) Lay down a proper quality assurance system and ensure conformity to the same by the Contractor, including deputing an exclusive quality control / quality assurance engineer at site of work for all engineering and construction activities
- (iv) Review Contractor's work programme, suggest modifications, if any, and approve the work programme after a careful study keeping in view the overall interest of the project.
- (v) Regular monitoring of the installations, personnel etc. and ensure the adequacy in accordance with the terms and conditions of the Contract.
- (vi) Direct the Contractor to carry out all such works or to take necessary actions as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of the adjoining property and advise the Engineer-in-charge thereof as soon thereafter as is reasonably practicable, including deployment of a safety engineer.
- (vii) Interpretation of the technical specifications and Contract documents, wherever required.
- (xi) Inspect the works on substantial completion before taking over and indicate to Engineer-in-charge any outstanding work to be carried out by the Contractor.
- (xii) Assist Employer To carry out all functions of as stipulated in the Contract(s) executed with the Contractor(s) or any other CONSULTANT engaged for the execution of the Project.
- (xiii) Represent the interest of the Employer, in all matters related to the construction Contract and the proper execution thereof.
- (xiv) The CONSULTANT shall develop a project schedule, project budget and cash flow statement as soon as major project requirements have been identified, and update periodically.
- (xv) The Employer shall have the right to get the inspection of the work executed through his representatives for quantity and quality check.

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### **3.3.3. Progress of Works**

- (i) Systematically check the progress of the works and order the initiation of the work which is part of the Contract.
- (ii) CONSULTANT shall take corrective measures with respect to items executed in non-conformity to the standards as laid down in this document.
- (iii) Maintain an up-to-date status of all construction activities against the original schedule for completion of works.
- (iv) Investigate and assist Employer to and initiate early actions with regard to the delays in the execution of works. CONSULTANT shall explain in the monthly progress and special reports the reasons for delays and explain the actions to be taken / already taken to correct the situation. All reports prepared by the CONSULTANT shall be objective and shall substantiate any event / recommendation with factual data and information. The Progress Reports shall contain the pertinent data indicating the comparison between the projected and the actual work done.
- (v) Submit method statement of the work indicating timelines for award of various sub works.

### **3.3.4. Measurement of works and Payment**

- a. Record measurements of work done on daily basis , keep a proper record of it and verify the bills submitted by Construction Contractor from time to time and certify their payments .If possible Measurement of works shall be made online (e – mb) and **hard copy is also necessary** and payment will be as per Specifications
- b. Scrutinize and recommend suitable action on the claims raised by the Contractor, if any,
- c. Assist Employer in dealing with matters relating to the audit queries and CTE paras.
- d. Prepare and submit a detailed statement of closure report of the Project on its completion.

### **3.4. COMPLETION CERTIFICATE**

- (i) CONSULTANT will prepare and recommend the Completion Certificate to the Engineer-in-charge on completion of the Project in accordance with the Contract, after due approvals from Competent Authorities.

### **3.5. MAINTENANCE SCHEDULE:**

- (i) CONSULTANT will assist Engineer – in- charge to ensure AMC/CMC for all equipment and machinery deployed.
- (ii) Final measurement sheets shall be prepared for all building works for carrying up maintenance work.
- (iii) CONSULTANT shall assist Engineer- in-charge for taking necessary steps for rectification of defects, if any, during the defects liability period, in accordance with the Contract.

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### **3.6. MONITORING & REPORTING**

- (i) The CONSULTANT shall employ modern/latest tools for effective monitoring of the entire project at all stages.
- (ii) The CONSULTANT will provide regular reports to the Engineer-in-charge on physical and financial progress of the project and such other aspect and in the format required by Employer.
- (iii) The CONSULTANT will develop suitable systems, processes and management systems for operating all facilities to the desired standards.
- (iv) The CONSULTANT through its concerned Personnel shall interact with Engineer-in-Charge/ Deputy Engineer during their visit to the Project Site. A register shall be maintained for the same.
- (v) The CONSULTANT including its concerned staff shall be present for the Monthly/ Weekly meeting (or any other meeting with regards to the Project), held on the Site/ Head Office/ any Venue as decided by the Employer/ Engineer- in- Charge. The CONSULTANT shall submit a report of the said meeting to the Engineer- in- Charge, clearly mentioning the actions taken on the instructions given by the Employer/ Engineer- in- Charge/ or any representative of the Engineer- in- Charge.
- (vi) The Employer/ Engineer- in- Charge may at any time, call to be present any Personnel from the CONSULTANT on the Site/ Head Office/ any Venue as decided by the Employer/ Engineer- in- Charge, as and when required with prior communication.

### **3.8 DEFECT LIABILITY PERIOD:**

The Defect Liability Period shall be 2 Years after date of completion of the work by the contractor .

### **3.9 SERVICES DURING DEFECT LIABILITY PERIOD**

#### **a) During the First 6 Months after completion:**

- (i) The CONSULTANT will act as a facilitator and a liaisoning agent in providing the necessary services as per requirement and fully resolve the issues raised by the user department/tenements with respect to the Project/Unit allotted The CONSULTANT shall establish a team to provide the above services. They should possess in it Electrical and Medical Equipment expert, Plumbing expert, and any other Expert Personnel as and when required.
- (ii) The CONSULTANT's shall participate in the joint inspection of the work which shall be carried out every month by the Employer's and the contractor's representatives. After the inspections the Consultants shall submit a report (in six copies) to Employer detailing the defects noticed and the remedial measures to be taken by the Contractor.

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### **b) From 6<sup>th</sup> Month to the First year after completion:**

The CONSULTANT shall participate in the joint inspection of the work which shall be carried out every month by the Employer's and the contractor's representatives. After the inspections the Consultants shall submit a report (in six copies) to Engineer-In-Charge detailing the defects noticed and the remedial measures to be taken by the Contractor.

### **(c) During the second and remaining period after completion:**

Services as detailed above shall be provided by the Consultants, the frequency of inspections shall be done every Three months.

### **3.11 REPORTS DURING SUPERVISION OF CONTRACT:**

The Consultant will submit to the Engineer- in- charge the following reports:

- b) The Consultant would give detailed program of completion of each of the activity for which the Consultant is responsible. The program may be prepared in the form of Bar charts (CPM / PERT charts or any latest technique) which can be updated with the help of available computer packages.
- c) DRP daily progress report.
- d) Monthly Progress report due within the 5th day of each calendar month.
- e) Minutes of regular management meeting with contractor.
- d) Quarterly progress report (QPR), providing details of progress of project components and, by contract and in aggregate, of physical and financial Progress of works. The QPR's will also provide detailed information on the status of application for reimbursement and of disbursement of the loan proceeds and a critical assessment and discussion of issues.
- e) A Completion report, two months ahead of the actual end of the assignment, in the scope and format required by the Employer as follows:
  - 1. Final Report in hardbound copies.
  - 2. All working drawings prepared in the four copies with soft copies.
  - 3. Important data stored in computer diskette / CD/VCD/Hard Drive.
  - 4. Quality Control Test Reports, Statistical Analysis of the Q.C. test carried with standard deviations whenever relevant.
  - 5. Any other report dealing with the services as requested by the Employer.

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**4. DELIVERABLES AND TIMELINES:**

<b>Stage</b>	<b>Duration</b>
Preliminary Drawing/ Design [Detailed Design to proceed concurrently] and approval from Competent Authorities such as DA of PCNTDA Detailed total station survey of 98 Ha. PIECC land Preparation of Detailed Estimate , Verification of the estimate from competent Authority	3 months  3 months
Bid Process Management	3 months
Defect Liability Period	24 months
<b>Total</b>	<b>9 months + Construction Period of Construction Contractor + 24 months(Successful DLP Completion of Contractor)</b>

**(ii) Extension of Time (EOT)**

The work is to be completed within the scheduled time frame and no extension shall be granted. However, in case of delay in completion of work due to reasons beyond control of the CONSULTANT, suitable extension of time may be granted by the Competent Authority for which the CONSULTANT will make request to the Engineer-in-charge subject to other conditions. No extra payment shall be made to CONSULTANT for extension period.

**5 TERMS:**

1. The Consultant shall ensure that, all observations made during the periodic visits( as below), by various Inspecting Officers about the quality of work are attended by the contractor.



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**SITE VISITS:**

<b>Sr. No.</b>	<b>Frequency of Site Visit</b>	<b>Officer</b>
1.	Monthly Visit	1. Team Leader/ General Manager
2.	Weekly Visit	1. Project Manager / Resident Engineer
3.	Daily(Part of team on Site)	1. Senior Site Engineer 2. Site Electric Engineer 3. Quality Engineer
4.	Specialized Services (As Required)	1. Fire Fighting Expert 2. Architect 3. Landscape Designer

**NOTE:** The qualification, work experience, etc. will be as prescribed in the Form TECH-4 of the Technical Proposal.

They will issue work memos / inspection report after each visit and issue Copies to the contractor and Engineer-in- Charge.

2. On finalization and acceptance of tender for effective supervision, the Consultant will be provided with covered and enclosed office space at site of work of about 25 sq. m.
3. The Consultant shall approve the Quality Management Plan prepared by the contractor and ensuring compliance with its requirements during the execution of the work. Additional actions listed in the following scope for generating such Quality Management realization has been indicated hereunder. Each Quality Control requirement needs to be stitched into the overall Quality Management

Plan to realize a Total Quality Control Management function. The Quality Management Plan shall consist of the following points; however the list is not exhaustive.

4. Prepare a manual containing Quality Management Plan including Quality Control procedures and check lists for approval to materials and methods at various stages of construction and a system for maintaining records of work and test results.

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- A) Following approval to the Quality Management plan by Superintending Engineer PCNTDA Division, Pune the Consultant will instruct the contractor in its day to day implementation including advising on the organization of laboratory and equipment requirements at site and demonstrate the different work procedures and maintenance of records.
- B) Checking on the contractor’s construction methods, sequence of operations and temporary works needed for ensuring quality of output and safety during constructions.
- C) Monitoring the implementation of the Quality Management System and various other suggestions made by the Officers of the Employer, by the periodical visits compiling and analyzing the test results and advising on necessary remedial / corrective action in time.
- D) Furnishing monthly reports on monitoring of Quality Control to the Executive Engineer, PCNTDA covering the above-mentioned aspects and any other important points relevant to quality of work and the extent of his inputs.
- E) Submitting a final report on quality aspects of the entire job on its completion. Some of the subtasks to be included, but not limited to, under the above stated scope of the Quality Management plan are:
  - i) To prepare comprehensive checklists for each item of the work and guidelines for quality control / quality assurance operations. The Quality Management Plan to be prepared by the Contractors will include the following:

a)	Materials, equipment, workmanship and end products	Type of tests and frequency at Source and at site as available.
b)	Degree of quality control measures	Acceptability criteria as per tender Specifications.
c)	Quality check	Rectification / corrective actions surveillance, review technical Appraisal, Performance.
d)	Records, reporting and documentation	Formats for records keeping, reporting and analyzing

- ii) The instructions contained in the QC/QA manual would be applicable to the present assignment.
- iii) To formulate and implement Management Information / Reporting formats, Approval slips or pour card or prior to commencement of work, Progress reports, financial forecasts, Data sheets, Registers etc.
- iv) To check and approve all items of work before commencement. For all-important items of work like concreting operations, the Consultant’s Engineer shall supervise the operation throughout.

## **REQUEST FOR PROPOSAL**

- v) To advise and approve construction methods, sequence of operations and program for work proposed by the contractor.
  - vi) To ensure that all the work is in line, level and verticality and the finishing are as per the approved drawings.
  - vii) Consultant to attend site inspection and meeting with higher officers of Public Works Department, etc. whenever so requested.
  - viii) To carry out joint principal inspection (detailed inspection) at the end of defects liability period and advising on remedial measures for defects, if any, discovered.
  - ix) To submit monthly progress reports to the covering physical progress against targets, financial forecast, analysis of test results and suggestions for corrective actions, quality aspects compliance with tender specifications / provisions and suggestions for wiping out back-log if any. The progress reports shall also include the Consultants inputs on the job for the period of reporting and any other observations.
5. The Consultant shall exercise complete day-to-day supervision during construction period of the assigned work, ensuring quality control in accordance with tender stipulations, specifications, drawing and site conditions. The quality control will be exercised at all stages of construction, viz. Approval of materials thereof in proper proportion including prescribing norms for test periodically and acceptability criteria and workmanship at all stages of execution of individual items of work.
  6. The Consultant shall suggest to Employer modifications, if any, due to site conditions and advising regarding cost variation, on account of extra items and excesses on the contract.
  7. The Consultants shall ensure regular and timely flow of working drawings /instructions.
  8. The Consultant shall monitor the progress by using modern methods of control such as computerized critical path method (CPM) chart and submission of progress reports of work executed monthly. Both financial and physical progress reports, with reference to prefixed targets will be prepared. Constant review of progress within prescribed time and cost parameters will have to be done by the Project Management who will also suggest improvements from time to time.
  9. The Consultant shall undertake complete administration and management of contract till expiry of the defect liability period and payment of final dues to the contractor.
  10. The Consultant shall scrutinize 'As built' drawing obtained from the contractors of all works carried out.
  11. The Consultant shall undertake preparation of maintenance Manual in respect of contracted work and further advise the Employer by periodical inspection during the defects liability period on maintenance requirements, if any.
  12. The Consultant shall undertake verification of work on completion and submitting certificate of completion of work along with completion report in five copies. The Project Manager will prepare this certificate and furnish the same to the. Engineer- in- charge

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13. The Consultant shall record and verify joint measurement/s of the final bill preparation and finalization of final bills, as per the items and conditions of Contract Agreement and certificate for release of final payments by Engineer- in- charge. The Consultant shall provide a statement of claims/disputes on a monthly basis. In case no claims are outstanding the Consultant shall provide a certificate to that extent.
14. The Consultant shall advise the Employer with regard to extra claim / dispute, if any till the cases are settled. The Consultant will also be required to brief the legal adviser / legal Consultant of the Employer on cases pertaining to the work.
15. The Consultant shall render to the Employer every assistance, all technical services, guidance or advice on any matter concerning the technical and engineering aspects of the Projects including periodical interaction and also through invited experts on specific subjects with Employer's prior approval.

**ANNEXURE**

**STANDARD FORMS OF  
CONTRACT  
*CONSULTING SERVICES***

**CONTRACT AGREEMENT FOR PROVIDING  
CONSULTANCY SERVICES  
FOR  
Detailed Engineering and Project Management Consultancy  
(PMC) Services For Development of Infrastructure of  
Commercial plots of PIECC in sector 5 & 8 of PCNTDA ,Dist  
Pune.**

**between**

**[name of the Employer]**

**and**

**[name of the CONSULTANT]**

**Dated:**

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This agreement (“Contract”) is entered into on this day the \_\_\_ day of \_\_\_, 2018

Between Governor Chief Executive Officer PCNTDA (hereinafter referred to as “Employer” which expression shall unless repugnant to the context or meaning hereof mean and include its successors or assign) of the First Part; and

\_\_\_\_\_, having its registered office at

\_\_\_\_\_, acting through its authorized representative (hereinafter referred to as “CONSULTANT” which expression shall, unless repugnant to the context thereof, include its successors and permitted assigns), of the Second Part;

Individually referred to as “the Party” and collectively referred to as “Parties”.

**WHEREAS**

- (a) the CONSULTANT, having represented to the “Employer” that he has the required professional skills, personnel and technical resources. has offered to provide in response to the Request for Proposal dated issued by the Employer ;
- (b) the “Employer” has accepted the offer of the CONSULTANT to provide the services on the terms and conditions set forth in this Contract.

**NOW THEREFORE IT IS HEREBY AGREED BETWEEN THE PARTIES AS UNDER**

**Article 1 Definitions**

**1.1 Definitions**

The following terms shall have the meanings hereby assigned to them for the purposes of this Agreement unless defined otherwise:

“**Approval**” shall mean written or verbal instructions, directions and consent provided by Competent authorities of Employer from time-to-time relating to the Project.

“**Agreement**” or “**Contract**” shall means this agreement including the Annexure hereto and any amendments made thereto in accordance with the provisions contained in this agreement.

“**Consortium**” shall mean the consortium led by the CONSULTANT during the RFP process.

“**Contractor**” means any CONSULTANT or agencies appointed by Engineer-in-charge for carrying out construction of or supply for the Project.

“**Core Group**” means the group constituted by Employer comprising senior officials of associated departments / agencies for discussions and providing prompt clearances for utility diversion / traffic diversion Proposals and also day to day administrative decisions, for smooth execution of the Project.

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“**Detailed Estimated Cost**” shall mean the cost estimate based on the detailed design drawings.

“**Employer**” means the Chief Executive Officer , PCNTDA

“**Superintending Engineer**” means the Superintending Engineer, PCNTDA

“**Executive Engineer**” means the Executive Engineer, PCNTDA

“**Liquidated Damages (LD)**”: to settle the issue of payment in case of default or otherwise on account of termination of the project.

“**Month**” shall mean calendar month.

“**Project**” shall mean Providing consultancy services as mentioned in the Request for

Proposal for Detailed Engineering and Project Management Consultancy(PMC) Services along with Architectural services for Affordable Housing Project/EWS scheme in sector 12 of PCNTDA, Dist – Pune.

“**Project Contract**” shall mean any/all contract(s) to be entered into by the CONSULTANT with the Contractors.

“**Site**” shall mean the land and other areas required for execution of the Project.

“**Lead Partner**”: shall mean the member of the consortium duly nominated/authorized by all members of that consortium as a lead partner.

### **Article 2: Scope of Services**

- 2.1 Subject to the provisions of this Contract, CONSULTANT shall be responsible for discharging the Scope of Services set out in **Annexure 1**. AND Section 5 Terms of reference

### **Article 3: Obligations of CONSULTANT**

#### **3.1 Standard of Performance**

The CONSULTANT shall perform its services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall always observe sound management practices. It shall cause to be employed appropriate advanced technology and safe and effective equipment, machinery, materials and methods in connection with the Project at all stages of the Project. The CONSULTANT further covenants with Employer to furnish its best skill, care, diligence, and judgment in the rendition of all services under this Agreement which shall be no less than that exercised by a CONSULTANT of good reputation performing work for projects of a size, scope and complexity similar to the Project and to further the interest of Employer at all times through efficient business administration, management and construction management services.



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### **3.2 Standard of Care**

CONSULTANT acknowledges the relationship of trust and confidence established between the CONSULTANT and Employer by this Agreement. Accordingly, the CONSULTANT's acts shall be consistent with this relationship. The CONSULTANT shall always act, in respect of any matter relating to this Agreement, as an honest and faithful adviser to Employer. The CONSULTANT shall at all times support and safeguard Employer's legitimate interests in any dealings with the Contractor or other third parties.

### **3.3 Personnel, Sub-Agencies and Consortium Members**

3.3.1 The CONSULTANT shall employ such qualified and experienced personnel as are required to perform its services hereunder in a proper, effective and timely manner. The CONSULTANT shall employ, in connection with the Project, only such personnel as are acceptable to Employer. If required, the CONSULTANT shall submit to Employer for written approval the biographical data of all such personnel. If Employer does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data, such personnel shall be deemed to have been approved by Employer. The CONSULTANT shall make changes in its personnel only with the advance, written permission of Employer which shall not be unreasonably withheld. Employer may require the CONSULTANT to remove from the work/Project any of its approved personnel to which Employer develops a reasonable objection and thereupon the CONSULTANT shall forthwith provide as a replacement a person of equivalent or better qualifications acceptable to Employer, such replaced person to be inducted only after written approval by Employer. If Employer (i) finds that any of the CONSULTANT's personnel has committed serious misconduct or has been charged with having committed any criminal act, or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the CONSULTANT shall, at Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to Employer.

3.3.2 The CONSULTANT shall employ only such sub-agencies that have been named and identified in its proposal submitted in response to RFP. The CONSULTANT shall not change its sub-agencies or Consortium Member who were evaluated during the RFP process. The engagement of any Sub-Consultant by the CONSULTANT shall not relieve the CONSULTANT of any of its obligations under this Agreement.

### **3.4 Adherence to Law**

The CONSULTANT shall perform the work/services under this Agreement in accordance with the applicable laws, bye-laws, rules, regulations, etc and shall also ensure that any sub-agencies, as well as any personnel of the CONSULTANT and/or sub-agencies and agents, comply with the applicable laws, bye-laws, rules, regulations etc. However, this shall not be deemed to be a waiver of the immunity and privileges accorded to agencies/bodies/entities of the United Nations under the laws of the Union of India and international covenants and conventions.

### **3.5 CONSULTANT Not to Benefit from Commissions Discounts, Etc.**

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The remuneration of the CONSULTANT pursuant to Article 5 of this Agreement shall constitute the CONSULTANT's sole remuneration in connection with this Agreement and the Project. The CONSULTANT shall not accept for its own benefit any trade commission, discount or similar payment in the discharge of its obligations hereunder and the CONSULTANT shall ensure that its personnel, agents, sub-agencies, etc. similarly shall not receive any such additional remuneration. The CONSULTANT shall at all times perform its responsibilities hereunder in the best interest of Employer. Any discounts or commissions obtained by the CONSULTANT in exercise of its responsibilities hereunder, whether from sub-agencies, Contractor or any third parties shall be to the account of Employer.

### 3.6 Liability and Insurance:

#### 3.6.1 Liability of the Consultant:

- a) The Consultant shall only be liable to pay compensation to the Employer arising out of or in connection with the Agreement if a breach of **Articles 3.1, 3.2, 3.3, 3.4, 3.5** above is established against him.
- b) **Compensation:** If it is considered that the Consultant is liable to the Employer, compensation shall be payable only on the following terms:
  - i. Such compensation shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, but not otherwise.
  - ii. In any event, the amount of such compensation will be limited to the amount specified in Clause 3.6.1(d) below.
  - iii. If Consultant is considered to be liable with third party, the compensation payable by him shall be to liability, which is attributable to his breach.
- c) **Duration of Liability:** The Consultant shall be considered liable for any loss or damage resulting from any occurrence if a claim is formally made on him before the expiry of the period which will be reckoned from the date of work order to the completion of defect liability period or the claims / court cases are settled whichever is later.
- d) **Limit of Compensation (Limitation of the Consultant's liability towards the Employer):**
  - A) In case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the services, the Consultants with respect to damage caused by the Consultants to the Employer's property, shall be liable to the Employer for any direct or consequential loss or damage to the extent as below:
    - a) 20% of the total payments for professional fees and reimbursable expenditures made or expected to be made to the Consultants hereunder, or
    - b) the proceeds the Consultants may be entitled to receive from any insurance maintained by the Consultants to cover such a liability, whichever of (a) or (b) is higher.
  - B) This limitation of liability shall not affect the Consultant's liability, if any, for damage to third parties caused by the Consultants or any person or firm acting

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on behalf of the Consultants in carrying out the services.

### **3.6.2 Insurance and other liabilities to be taken out by the CONSULTANT :**

The CONSULTANT shall:

- (i) Take out and maintain, and shall cause any Sub- Consultant to take out and maintain at their (or the sub-CONSULTANT's as the case may be) own cost insurance against the risks, and for the coverage, as specified in (a) to (c) below:
  - (a) Third party motor vehicle liability insurance as required under Motor Vehicle Act 1988 in respect of motor vehicles operated in India by the CONSULTANT or its personnel or any sub CONSULTANT or its personnel for the period of this Agreement;
  - (b) Engineer-in-charge's liability and worker's compensation insurance in respect of the personnel of the CONSULTANT and of any sub CONSULTANT, in accordance with relevant provisions of the applicable law, as well as, with respect to such personnel, any such life, health accident, travel or other insurance as may be deemed appropriate by CONSULTANT; and
  - (c) Insurance against other risks that CONSULTANT may consider reasonably appropriate.
- (ii) At Engineer-in-charge request, provide evidence to Engineer-in-charge showing that such insurance has been taken out and maintained and that the current premiums there for have been paid.
- (iii) The employers shall not have any liability in case of litigation /loss or damage to any worker(s) employed by the CONSULTANT or contractor during the execution of the project.

### **3.7 Inspection**

The CONSULTANT shall:

- (i) Keep accurate and systematic records in respect of the services rendered by it hereunder, in accordance with accepted principles and in such form and detail as will clearly identify all relevant time charges and cost, and the basis thereof; and
- (ii) Permit Employer or its designated representative periodically, and up-to one year from the expiration or termination of this Agreement, to inspect the same and make copies thereof as well as to have them audited by representatives appointed by Employer.

### **3.8 Reporting Obligations**

The CONSULTANT shall submit to Engineer-in-charge in connection with the Project such information, reports and documents in such form, numbers and within the time period as Engineer-in-charge may reasonably require.

### **3.9 Copyright: *Documents prepared by the CONSULTANT shall be the property of Employer.***

All plans, drawings, specifications, designs, reports, data and documents, etc. prepared by

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or through the CONSULTANT for Employer under this Agreement shall be intellectual property of Employer and shall not be reproduced/ reused by CONSULTANT without prior permission of Employer. The CONSULTANT shall, upon termination or expiration of this Agreement, deliver all such plans, drawings, specifications, designs, reports, data and documents, etc. to Engineer-in-charge, together with a detailed inventory thereof.

- 3.10 CONSULTANT will assist Engineer-in-charge to conduct the tender process (including but not limited to preparation of tender documents, approval from competent authorities, setting outpost-qualification criteria, invite tenders, evaluate Proposals received). Based on work requirements, Engineer-in-charge may decide to split the entire work in to more than one package.
- 3.11 Executive Engineer shall provide necessary assistance to CONSULTANT in preparation and submission of necessary applications with details and in making representations before the appropriate authorities for obtaining the necessary approvals / clearances for the Project.
- 3.12 Employer to take all necessary decisions as per the provisions of the Project Contract including approval of any variation / deviation / extra item of work / change in scope of work/ extension of time / price adjustment etc. for the smooth implementation of the project. However, any variation beyond 5% for any individual item of bill of quantities and sum of all variations beyond **5%** variation of the Project Contract value shall be referred to the Competent Authority/Employer for written approval.
- 3.13 Engineer-in-charge may undertake its obligations either on its own or may appoint any other agencies for the discharge of its obligations. However, appointment of any other agencies shall not relieve the CONSULTANT of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.
- 3.14 Assist Employer to Issue letter of award and to sign Project Contract with the Contractor.
- 3.15 Scrutinize and recommend Employer to Approve the concept drawings including other submissions
- 3.16 On completion of the said works, CONSULTANT will hand over the said works Employer/End-user/Tenements. For this purpose all documents required in the form of completion plans, services etc. shall be finalized/prepared by CONSULTANT and handed over to Employer
- 3.17 Any dispute arising out of the operation of the Project Contract(s) for the subject work will be subject to arbitration as provided for in the Project Contract with the Contractor. CONSULTANT will assist Engineer-in-charge defend the arbitration proceedings as best as it can and challenge the same before court. For disputes attributable to CONSULTANT no payment towards litigation expenses shall be made by Employer.
- 3.18 **Liquidated Damages**
  - (i) The CONSULTANT shall be liable to pay as liquidated damages 0.25% of the fee of applicable services for delay of each week or part thereof in completing the same with respect to its stipulated schedule.

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- (ii) Notwithstanding anything to the contrary contained herein, in case, the CONSULTANT fails to successfully implement the project as per the provisions of the agreement, employer shall have the right and be entitled to recover a sum equal to 10% of the Contract Value (as per Annexure-3, Part A), as liquidated damages from the CONSULTANT. The Parties agree that this is a genuine pre-estimated loss that employer would suffer, in terms of loss of reputation, goodwill and faith and disruption in services to citizens, on account of the CONSULTANT's failure to successfully implement the project. The liquidated damages shall be in addition to other remedies available to Employer under the agreement and applicable laws, including forfeiture of consultancy fee.

### **Article 4: Obligations of Employer**

Employer agrees to provide all the requisite support to CONSULTANT to enable carrying out the activities listed under the Scope of Services. Such support by Employer will include sharing of all the information, records, data, reports, all drawings of existing structure and utilities etc. prepared either by Engineer-in-charge, itself or through other Agencies/ advisors on the Project, any other information about the Project relevant to the work being carried out under this Agreement, assigning of any Employer manpower resources, whenever and wherever required and obtain/accord the necessary decisions and approvals to enable expeditious execution of the Scope of Services.

- 4.2 Handover the Project Site free from encumbrances including but not limited to have the Site vacated from the users / allottees / lessee and other encroachments if any and arrange their relocation etc. as required for implementation of the Project.
- 4.3 For undertaking various surveys and studies, Employer shall provide peaceful access to the Project Site and other facilities, etc. which may be necessary for carrying out the Scope of Services.

Deleted

- 4.4 Designate a representative, who shall be fully acquainted with the Project and has authority to communicate approvals of Project Construction Budgets, changes in the Project, render decisions promptly consistent with Project Schedule and furnish information expeditiously.
- 4.5 Issue all appropriate necessary request/letter/ instructions for effective and prompt sanctions, approvals, permissions and other act, as may be required, by officials, agents and representatives of the respective Government departments for the implementation of the Project.
- 4.6 CONSULTANT shall scrutinize bills after due verification of measurements by Junior Engineer, Deputy Engineer and Executive Engineer and recommend Employer for further payment.
- 4.7 The CONSULTANT shall be the first respondent to the Contractor(s) and any other CONSULTANT(ies) in any dispute/arbitration. The expenditure incurred by CONSULTANT in defending the arbitration / litigation cases shall be paid by the Employer

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### **Article 5: Fees for Services & Payment of taxes etc.**

- 5.1 In lieu of the Services rendered hereunder, Employer shall pay the mutually agreed fees to the CONSULTANT, as set out in **Annexure 3** (“CONSULTANT’s Remuneration”).
- 5.2 Employer shall pay due remuneration to CONSULTANT
- 5.3 All the applicable taxes shall be borne by the CONSULTANT as per law *unless otherwise specified*.
- 5.4 All out of pocket expenses such as travel expenses/commissions etc. shall be by the CONSULTANT.
- 5.5 Payment shall be made to lead partner of the consortium after *due* verification by the employer Engineer-in-charge after deduction of taxes as applicable.

### **Article 6: Effectiveness, Commencement, Expiry and Termination of the Agreement.**

- 6.1 The CONSULTANT shall make all reasonable efforts to have the Project implemented within time period given in para 4 of Section 5 , Terms of Reference from the date of issue of work order or the date on which the site is made available to CONSULTANT free from all encumbrances, whichever is later. However, the CONSULTANT shall not be held responsible for any delay in construction/implementation of the Project, for reasons not exclusively attributable to the CONSULTANT.
- 6.2 The services of Consultant shall be available till the completion of defect liability period or the claims / court cases are settled whichever is later.
- 6.3 The Consultant will maintain the record of work till completion of the defect liability period and or till the claims and court matters pertaining to the work are settled, whichever is later.
- 6.4 The Consultant will also submit the certificate regarding satisfactory completion of the work before the final bill is paid by the Engineer-in- Charge..
- 6.5 If the CONSULTANT fails to perform any of its obligations under this Contract, including carrying out of the Services, notice of suspension specifying (i) the nature of the failure and (ii) instructing the CONSULTANT to remedy such failure/s within the period not exceeding thirty (30) days shall be issued by the Employer. If CONSULTANT fails to comply the instructions given as above Employer shall, suspend all payments to the CONSULTANT.
- 6.6 CONSULTANT shall fulfill its obligations in accordance with this Agreement. Any unexcused delay by the CONSULTANT in the performance of its obligations under this Agreement shall render the CONSULTANT liable to Termination of the Agreement; Provided that the Employer may terminate this Agreement by giving written notice to the CONSULTANT of such intended termination and specifying the effective date thereof, at least (30) thirty days before the effective date of such termination; provided, however, that the CONSULTANT may correct/remedy or commence to correct/remedy its alleged default at any time prior to the proposed date of termination, in which event, the Termination Notice may be withdrawn by Engineer-in-charge if it is satisfied by the pace of work or correction of defects. If the Agreement is terminated by Employer for cause as provided herein, the CONSULTANT shall be paid for the services rendered till the effective date of termination and thereafter receive no further compensation.

## **REQUEST FOR PROPOSAL**

- 6.7 The CONSULTANT shall submit a calendar/work chart for execution of the project in the DPR for approval by the Employer
- 6.8 Notwithstanding anything to the contrary contained herein, upon Termination of this agreement due to an CONSULTANT's Event of Default, Engineer-in-charge shall have a right to get the project completed and/or services delivered thorough a third party, at the risk and cost of the CONSULTANT. In such a case Engineer-in-charge shall retender for the remaining areas/services and the CONSULTANT shall be liable to the employer for any excess costs for such similar services, if any.
- 6.9 The Employer may, by not less than (30) days written notice of termination to the Consultants, such notice to be given after the occurrence of any of the events specified in the paragraphs (a) through (f) of this Clause 6.9 terminate this Contract.
- a) If the CONSULTANT fail to remedy a failure in the performance of their obligations hereunder, within thirty days(30) of receipt of such notice of suspension or within such further period as the Employer may have subsequently approved in writing;
  - b) If the CONSULTANT become (or, if the CONSULTANT consists of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
  - c) If the CONSULTANT fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Article 7 below hereof;
  - d) If the CONSULTANT submit to the Employer a statement which has a material effect on the rights, obligations or interest of the Employer and which the CONSULTANT know to be false;
  - e) If, as the result of Force Majeure pursuant to Article 12 below hereof, the CONSULTANT are unable to perform a material portion of the Services for a period of a not less than sixty (60) days;
  - f) If the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

The CONSULTANT shall be paid for the services rendered till the effective date of termination and thereafter receive no further compensation.

## **Article 7: Dispute Resolution**

### **7.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out or in connection with this Contractor the inter pretention thereof and no party will raise/ record dispute applicable to duplication of works and duties performed.

### **7.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which can not be settled amicably within thirty(30) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party for settlementto tri-party committee appointed by PCNTDA which shall give its decision in 90 days.

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- 7.3 In witness where of the parties here to have caused this agreement to be executed the day and year first before written in accordance with the irrespective laws. Jurisdiction regarding matter of this contract is Pimpri Chinchwad and Pune only.
- 7.4 It is expressly agreed that the CONSULTANT (including its sub- Agencies, contractors, agents, etc.) shall continue to perform the services uninterruptedly pending the resolution of any dispute between the Employer and CONSULTANT, timely and satisfactory completion of the Project being of the essence of this Agreement. The submission to Dispute Resolution of any dispute arising during construction shall not delay or otherwise affect the continuing performance of the work by the CONSULTANT.

### **Article 8: Exclusions, Waiver and Amendments, etc.**

- 8.1 Nothing contained in this Agreement shall prevent CONSULTANT to pursue their interests in other states as well as in Maharashtra and, for that purpose to enter into other partnerships and / or agreements for specific projects provided such partnerships and / or specific projects are not in conflict with the Project.
- 8.2 Failure by any Party to enforce, at any time, any provision of the Agreement shall not be construed as a waiver of its right to enforcement of the breach of such provision or any other provision of the Agreement, or as a waiver of any continuing, succeeding or subsequent breach of any such provision or other provision of the Agreement or as a waiver of any right under the Agreement.
- 8.3 No amendments, modifications, or alterations of or any additions to the terms and conditions of this Agreement shall be valid unless the same is in writing and agreed to by the Parties.
- 8.4 This Agreement may be executed in two originals, each of which when executed and delivered shall constitute an original of this Agreement.
- 8.5 Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold oneself out as an agent for the other Party, except with the express prior written consent of the other Party or as provided herein.
- 8.6 Any date or period as set out in any Article of this Agreement may be extended with the written consent of the Parties failing which time shall be of the essence.
- 8.7 Each of the rights of the Parties hereto under this Agreement are independent, cumulative, and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

### **Article 9: Confidentiality**

- 9.1 Neither Party shall disclose to anyone not a party to this Agreement any confidential or proprietary information as to the other Party's business affairs which may come to its knowledge by reason of this Agreement, including without limitation, financial, technology and business information, trade secrets, any structuring or tax structuring advice provided by CONSULTANT and know-how (collectively, the "Confidential Information") and both



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Parties undertake to treat all Confidential Information as strictly confidential unless it has become part of the public domain or is required to be disclosed as mandated by applicable law, regulation, legal process or regulatory authority. The obligation herein stated shall survive the Termination of this Agreement.

### **Article 10: Non Assign ability**

10.1 Subject to the provisions of this Agreement, this Agreement is personal to the CONSULTANT and shall not be capable of Assignment, except with the prior written consent of Employer. The Assignment rights of the CONSULTANT shall be subject to the transferee agreeing to be bound by the terms of this Agreement and executing a deed of adherence.

### **Article 11: Governing Law**

11.1 Subject to the provisions of Article 7, this Agreement shall be governed and construed in accordance with the laws of India and the Parties hereby submit to the exclusive jurisdiction of the Courts at Pune.

### **Article 12: Force Majeure**

12.1 Force Majeure means acts of God (including, but not limited to natural disaster, fire, thunder, lightning, explosion, earthquake, storm, typhoon, tornado, drought, tidal wave and flood) terrorist attacks or war (whether declared or not), invasion or an act of foreign enemy or any judgment or order of any court of competent jurisdiction or statutory Authority whereby a Party is prevented from complying with its obligations under this Agreement. The period of compliance with its obligations under this Agreement by the Party affected by the Force Majeure event shall be extended on a day for day basis for the period during which the Force Majeure event continues.

12.2 In the event of a Party (affected Party) not being able to perform its obligations pursuant to this

Agreement as a result of a Force Majeure event, such affected Party shall give notice ("Force Majeure Notice") to the other Party, as provided in Article 12, of any such Force Majeure event as soon as reasonably practicable but not later than seven days after the date on which the affected Party knew or should have reasonably known the commencement of the Force Majeure event.

12.3 If the affected Party has taken all necessary steps towards mitigating the effect of a Force Majeure event, then:

1. the obligations of the affected Party shall be suspended to the extent that they are affected by the Force Majeure event so long as the Force Majeure event continues;
2. to the extent the performance of the obligations of the affected Party is affected by the Force Majeure event, the time period for the performance of the obligations of the affected Party shall be extended by a similar time period on a day to day basis.

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12.4 Force Majeure shall not include any event, which is caused by the negligence or intentional action of a Party or such Party's Sub- Consultant or agent or employees or, which a diligent Party could reasonably have been expected to:

- (i) Take into account at the time of the conclusion of this Agreement and/or;
- (ii) Avoid or overcome in the carrying out of its obligations hereunder.

## **ARTICLE 13: Representations and Warranties**

### **13.1 Representations and Warranties**

Both the Parties to this Agreement represent and warrant to each other that:

- (i) The Party is duly organized, validly existing and in good standing under the laws of India;
- (ii) The Party has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- (iii) The Party has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement;
- (iv) This Agreement constitutes the Party's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- (v) There are no actions, suits, proceedings, or investigations pending or, to the Party's knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Party under this Agreement or which individually or in the aggregate may result in any material adverse effect;
- (vi) The Party has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government CONSULTANT which may result in any material adverse effect or impairment of the Party's ability to perform its obligations and duties under this Agreement.

## **ARTICLE 14: Indemnity**

14.1 Each party shall indemnify and keep indemnified the other party from and against all consequences and liabilities arising out of or in any way connected with the indemnifying party's negligence, fault, nuisance, breach and failure to perform its obligations under this Contract / Project Contract, except to the extent that the same is attributable to a negligent or willful act or omission of the party seeking to be indemnified.

15.1 All notices and other communication in respect of this Agreement shall be given in English by registered airmail, postage prepaid or facsimile to the party entitled thereto at its address as it shall hereafter designate for this purpose:

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**To CONSULTANT:  
 (Name of Person Designated by Consultant/POst)  
 (write Address of Consultant)**

Attn.:  
**To Chief Executive Officer, PCNTDA**

New Administration Building, PCNTDA, Pune 411044  
 Akurdi,  
 Phone No. Fax NoE-mail address:

Notice shall be deemed to have been received and shall be effective three days after the date of mailing in the case of a dispatch thereof any registered air mail, and on the next working day after the dispatch thereof by facsimile.

**IN WITNESS WHEREOF** the Parties hereto have put their hand this day and date first above mentioned.

<b>Signed on behalf of CONSULTANT by:</b>	<b>Signed on behalf of Employer by:</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Position: _____	Position: _____
<b>Witnessed by:</b>	<b>Witnessed by:</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Address: _____	Address: _____
Date: _____	Date: _____

### SCOPE OF SERVICES

The Consultant will perform the services mentioned in Section 5 Terms of Reference following Services for the Project under this Agreement as described below:

From design, integration of existing road, to actual execution, supervision, equipment planning, financial and Annuity based analysis, training and commissioning.

The Consultant will give the Mission and Vision Document to guide all current and future works.

*“No separate fee shall be paid to the Consultant for hiring consultancy services if any, for any of the services required for execution of the project.”*

1. Scope of work includes Feasibility studies, conceptual planning and designing, Detailed engineering including Project Management Consultancy, Monitoring of DLP of Construction of road and allied works on plot/plots area of 32.26 hectare along with necessary Road network, Parking arrangement and MEP infrastructure on and around the plot/plots including Electrical work is the broad scope of work. Work also includes total contour survey of entire plot of 98 Hectare & demarcation of points of each and every plot/zone/unit, fixing of boundary stone/ concrete block at each and every corner point, & preparing Demarcation certificate of all plots/ units within premises of PIECC as per approved Development plan also take approval from planning section of Development Authority.

2. Preparation of sketch, design and rough estimates of Roads & other infrastructure, Detailed estimates based on PWD/MJP/PCMCDSR or market analysis, engineering specifications as per standard specification book and global specifications. This activity to include preparation of detailed engineering estimates for Roadworks like external/internal electrification, road works, drainage internal and external layouts, external and internal water supply arrangements and compound wall etc. and prepare engineering construction tender incorporating the architectural services carried out under the agreement, and the required technical and administrative approvals from Development Authority and as and when required from State and Central government authorities which shall form part of composite DPR for approval of the overall project.

3 The consultant shall monitor the engineering progress by using modern methods of control and submission of progress reports as per 3.11 of the work executed. The consultant shall supervise and constantly review the progress of work within the prescribed time and cost parameters and this activity shall be undertaken by a competent Team Leader with an Engineering background who will also suggest improvements and modifications from time to time.

4 Preparing geometric design of proposed Roads, geometric designs of all the Intersections electrification, Street lighting, storm water drain arrangement etc.

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5. Identifying Utilities required to be shifted and coordinating with the concerned authorities, preparing estimates for their shifting, supervising the shifting and subsequently handing over the services to concerned authority.
6. Final virtual engineering completion report and drawings with 10 sets of hard copies and soft copies.
7. The consultant shall suggest to client, engineering modifications if any due to site conditions and also advise regarding cost variations on account of extra items and excesses on the contract.
8. The consultant shall ensure regular and timely flow of engineering working drawing/instructions.
9. The Consultant shall undertake preparation of Maintenance Manual in respect of the contracted work and further advise the client by periodical inspection during the defects liability period on maintenance requirement if any. The defect liability period of Construction contractor will be for 3 years, during which the construction contractor will maintain a small office and required staff for repair of defects that occur and the consultant will monitor this activity till the DLP period is successfully complete and all defects are successfully rectified and here are no further defects remaining.
10. All the provisions of the project from inception, design, execution to completion and subsequent handing over to Pimpri Chinchwad Municipal Corporation
11. The consultant shall advise the client with regards to engineering works related extra claim / disputes, if any till the cases are settled. The consultant will also be required to brief the legal adviser / legal consultant of the client on cases pertaining to the work. The consultant should take proper permission of Employer for any excess in quantity.
12. The Consultant shall render to the client every assistance, all techno engineering services guidance or advice or any matter concerning the technical and engineering aspects of the project including regular interaction and also through inviting experts on specific subjects if required and suggested by PCNTDA.
13. The consultant has to obtain Provisional & Final NOC's from the various departments whichever required including taking approval of Demarcation Certificates from planning section of Development Authority.

**PROJECT DURATION**

1. The Project duration shall be para 4 of Section 5 Terms of Reference from the date of issue of work order to CONSULTANT.
2. The work shall be carried out in accordance with the implementation schedule as defined in the Project Contract with the Contractor/s.
3. Employer shall hand over the Project Site free of encumbrances, in line with the agreed implementation schedule of the Project.
4. CONSULTANT shall make earnest efforts to get various approvals from statutory bodies, within a shortest possible time.
5. CONSULTANT shall provide a Construction schedule to Employer in the format required by him from time to time in the form of a bar chart/Microsoft Project/ Latest prevalent Software and such other relevant means.

**CONSULTANT’S REMUNERATION**

CONSULTANT shall be entitled to receive following payments on the basis outlined below, in view of the role to be performed:

- A. Fees for Consultancy Services** - sum equivalent to ..... percent of the Project Cost . This amount is inclusive of all applicable taxes. (excluding Goods and services Tax)

**PAYMENT SCHEDULE FOR PROJECT MANAGEMENT CONSULTANT FEE**

Sr. No.	Project Progress Stage	Fee to be Paid
	<b><i>Pre-Tender Activity</i></b>	<b>33 % of the Total Fee to be Paid</b>
1	After release of Administrative Approval Order	75.75 %  (50 % for DPR & 25.75 % for AA)
2	After Issue of work order	24.25 %
	<b>Total ( Pre-Tender Activity )</b>	<b>100%</b>
	<b><i>Post - Tender Activity</i></b>	<b>67 % of the Total Fee to be Paid</b>
3	During execution of the work the payment shall be released in proportion to the progress of construction work.	80 %
4	After payment of Final Bill – Completion drawing and maintenance manual	5 %
5	For defect liability period (defects liability period mentioned in the contractor’s tender document.)	2 % of post tender fees for handing over of utilities to authorities and 13 % of post tender fees for completion of DLP
	<b>Total (Post - Tender Activity)</b>	<b>100 %</b>

**Note:** 1. Project Management Consultant may quote @ less than 2%. Payment will be made in proportion to above fee structure of accepted tender cost/ fee and as per prevailing Govt. Taxes.

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2. No extra payment shall be paid for escalation, extra item.

3. PMC fee will be based on net estimated cost of the project (excluding royalty, Price Variation Charges, Contingencies) for **Pre - Tender Activity**. For **Post - Tender Activity**, PMC fee will be based on Amount put to tender or Amount as per accepted tender or Amount of work actually executed as per Accepted tender Amount whichever is less. (excluding royalty, Price Variation Charges, Contingencies )

**Important Note :** *The bidder has to submit his bid with in the limit of 2%. Any financial offer greater than 2% will be rejected out right.*

Other terms:

- a) The above mentioned Fee, for the services of the CONSULTANT, is considering the time period for implementation of the project as per para 4 Section 5 Terms of reference (including defect liability period).
- b) The Government/ Employer reserves the right, with respect to the execution of activities( as per scope of work) by the CONSULTANT. The said project may be carried out in phases as per the decision of the Government/ Employer.
- c) The CONSULTANT is liable to perform all the Pre- tender activity ( as per scope of work and Annexure 3, Part C) up to preparation of Estimates for Technical Sanction related to overall scope of work. The PCNTDA reserves the right with regards to the selection of Road works or allied works on priority basis.
- d) The PCNTDA reserves the right to restrict any further activity from scope of work of the CONSULTANT.
- e) The Remuneration (% of Fee) to be paid to the CONSULTANT will strictly based on the percentage as mentioned in the Annexure 3. However, this Remuneration (% of Fee) will be paid depending upon the work as executed by the CONSULTANT as decided by the PCNTDA

### **B: Payment during suspension of held up work due to unforeseen reason**

In case the contractors work is suspended or withheld or any other circumstances when contractor is not working on site, the CEO will communicate to de-mobilize the team mentioned for post tender activity. Till the contractor restarts work the consultant shall depute one Asst. Engineer to this office who will visit the site and assist any correspondence regarding work. The consultants Team leader and Resident Engineer shall be in touch with the office during this period and available for meeting as and when required. If this period is for more than one month the consultant is eligible to get the monthly payment of Lumsum amount of Rs. 10,000/- ( Rs. Ten thousand only ) per month plus Goods and services Tax from de-mobilized period to start of work or as directed by Engineer In Charge. This payment in addition to the fee quoted by PMC. The Engineer will communicate for re-establishment of the team to the consultant and consultant has to mobilize accordingly.



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- C:** If at any stage during the period of construction of said project work before that the Chief Executive Officer, PCNTDA for any reason what ever shelves or calls to be Shelved that the scheme of the construction or part there of or for any reason wishes to Dispense with the services of the Project Management Consultant , the latter shall be Paid for the work actually done and accepted by Chief Executive officer,PCNTDA.
- D:** Should the Project Management Consultant on his part for any reason what so ever fail to render the services mentioned under clause of the contract, he will not be entitled to any payment for the same, and services of the Project Management Consultant shall be terminated with immediate effect by Chief Executive officer of PCNTDA
- E :** In case of disagreement arising from the contract in relation to the provision in clauses here in before mentioned, the decision of the Chief Executive officer of the PCNTDA, Akurdi shall be final and binding up on the Project Management Consultant.

### **F) Penalty from non performance of consultant :-**

- 1) If the consultant fails to perform his duties as provided in this contract, fails to take required approval/permission from various department, fails to give approval to design & drawing or fails if any other way which causes delay in the project or the project is held up, the consultant is liable to pay compensation as per the decision of PCNTDA. The amount and rate of compensation shall be decided by PCNTDA. The total amount of compensation shall not exceed **20 %** of the consultancy fees.
- 2 )The bidders (Project Management Consultants) shall be liable for penalty if he is not able to deliver the specified duties with respect to time and provisions of Agreement.
- 3) If the extra work is required to be carried out by contractor of work due to missing item in the work or any issue not taken into consideration while pre tender activities then the bidders (Project Management Consultants) shall be liable for penalty in the following manner
  - a ) Variation amount up to 5% of Accepted contract amount of work to be executed contractor - No Penalty
  - b) **Variation amount from 5% onwards to 10% of Accepted contract amount of work to be executed by contractor - 0 % to 5 % of the PMC fees for pre tender & Post tender Activities, varying as per the increase in project cost varying from 5% to 10%**

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### **ABBREVIATIONS**

**AMC:** Annual Maintenance Contract

**CSC:** CONSULTANT Selection Committee

**CMC:** Comprehensive Maintenance Contract

**DPR:** Detailed Project Report

**EIA:** Environmental Impact Assessment

**EOI:** Expression of Interest

**EPC:** Estimated Project Cost

**FAR:** Floor Area Ratio

**GRIHA:** Green Rating for Integrated Habitat Assessment

**HVAC:** Heating, Ventilation, Air- Conditioning

**ITC:** Instruction to Consultants (Agencies)

**LOI:** Letter of Intent

**MEP:** Mechanical, Electrical and Plumbing

**NOC:** No Objection Certificate

**CONSULTANT:** Project Management Consultant or **PMC**

**RFP:** Request For Proposal

**SOP:** Standard Operating Procedures

**TOR:** Terms of Reference

**CEO** – Chief Executive Officer

**PCNTDA** –PimpriChinchwad New Town Development Authority, Akurdi

**RERA** : Real Estate (Regulation and Development) Act/Rules