



Request for proposal of “Improvement of Bharathy Park and Rocky fountain in Puducherry” under “Smart City Mission”.



RFP for “Improvement of Bharathy Park and Rocky fountain in Puducherry”

Tender No: 019/PSCDL/2020

July 2020

**Puducherry Smart City Development Limited
Puducherry**



Table of Content

1. REQUEST FOR PROPOSAL (RFP).....	8
1.1 NOTICE INVITING TENDER	8
1.2 TERMS:	11
2. DISCLAIMER.....	12
3. INSTRUCTION TO BIDDERS	13
3.1 GENERAL INFORMATION AND GUIDELINES.....	13
3.1.1 Purpose.....	13
3.1.2 Consortium	13
3.1.3 Sub-Contracting	13
3.1.4 Completeness of Bid	14
3.1.5 Proposal Preparation Costs.....	14
3.1.6 Pre-bid Meeting and Queries	14
3.1.7 Amendment of RFP Document	15
3.1.8 Supplementary Information to the RFP	15
3.1.9 PUDUCHERRY SMART CITY DEVELOPMENT LIMITED's Right to Terminate the Process	15
3.1.10 Site Visit and Verification of Information	15
3.2 KEY REQUIREMENTS OF THE BID	16
3.2.1 RFP Document/Tender Fee	16
3.2.2 Earnest Money Deposit (EMD)	16
3.2.3 Online Payment for Document Fee / EMD.....	17
3.3 INSTRUCTION TO BIDDERS.....	18
3.3.1 Bid Submission Format	18
3.3.2 Bid Submission Instructions.....	18
3.3.3 Late Bid and Bid Validity Period	20
3.3.4 Modification and Withdrawal of Bids	20
3.3.5 Non-conforming Bids.....	20
3.3.6 Language of Bids.....	20
3.3.7 Authentication of Bid	20
3.3.8 Acknowledgement of Understanding of Terms	20
3.4 EVALUATION PROCESS.....	21
3.4.1 Bid Opening	21
3.4.2 Evaluation of Technical Proposals	22
3.4.3 Financial Proposal Evaluation	23
3.4.4 Pre-Qualification Evaluation Criteria.....	23
3.4.5 Technical Evaluation Criteria	24
3.4.6 Financial Evaluation Criteria	25
3.5 AWARD OF CONTRACT	25
3.5.1 Award Criteria	25
3.5.2 Letter of Acceptance (LoA)	26
3.5.3 Signing of Contract Agreement.....	26
3.5.4 Failure to Agree With the Terms & Conditions of the RFP / Contract	26
3.5.5 Puducherry Smart City Development Limited's Right to accept any Bid and to Reject any or All Bids.....	26
3.6 PERFORMANCE BANK GUARANTEE	26
3.7 VARIATIONS	27
3.7.1 Changes in the Quantities	27
3.7.2 Extra items of Work	27



3.7.3	Total Variation Cost	27
3.8	DEFECT LIABILITY PERIOD	27
3.9	INSURANCE	28
3.9.1	Insurance during Contract Period.....	28
3.9.2	Insurance against injury to Persons and damage to Property	28
3.9.3	Insurance against injury to Persons and damage to Property	28
3.9.4	Insurance to be in Joint names	28
4.	SPECIAL CONDITIONS OF CONTRACT.	29
4.1	SCOPE OF WORK ("SERVICE")	29
4.1.1	Broad Scope of Work	29
4.2	TECHNICAL SPECIFICATIONS	33
4.2.1	GENERAL TECHNICAL SPECIFICATIONS	33
4.2.2	Order of precedence, clarifications and interpretations:	35
4.2.3	Method of Measurement:	35
4.3	QUALITY ASSURANCE & CONTROL	35
4.3.1	Quality Assurance Plan	35
4.3.2	Storage of materials.....	36
4.3.3	List of approved make of materials	36
4.3.4	List of Standards for various materials	37
4.4	PAYMENT CERTIFICATES.....	37
4.4.1	Monthly Payment Certificates.....	37
4.4.2	Final Payment Certificate.....	38
4.5	TIME PERIOD & MILESTONES	39
4.5.1	The Contract Period	39
4.5.2	The Construction Period	39
4.5.3	Defect Liability Period	39
4.5.4	Liquidated damages.....	40
5.	PAYMENT.....	40
5.1	PAYMENT CERTIFICATES.....	40
5.2	FINAL PAYMENT CERTIFICATE.....	40
5.3	RETENTION	41
5.4	VARIATIONS	41
5.4.1	Changes in the Quantities	41
5.5	TIME PERIOD & MILESTONES	41
5.5.1	The Contract Period	41
5.5.2	The Construction Period	42
5.5.3	Defect Liability Period	42
5.5.4	Liquidated damages.....	42
6.	GENERAL CONDITIONS OF CONTRACT (GCC)	43
6.1	SCOPE OF WORK.....	43
6.1.1	Broad Scope of work	43
6.1.2	Quality Assurance	43
6.1.3	Safety & Environment.....	44
6.2	PAYMENT TERMS.....	46
6.2.1	Payment Certificates	46
6.2.2	Price Adjustment	48
6.2.3	Advance Payments and recovery.....	48
6.2.4	Release of Payments.....	48
6.2.5	Retention	48



6.2.6	Variations	49
6.3	LIABILITY & INDEMNITY AND CONFIDENTIALITY	49
6.3.1	Liability & Indemnity.....	49
6.4	CONFIDENTIALITY	50
6.5	LABOUR LAWS AND WELFARE	51
6.5.1	Labour Laws to be complied by the Contractor	51
6.5.2	Payment of Wages.....	51
6.6	FORCE MAJEURE.....	52
6.6.1	Settlement of Disputes.....	53
6.7	TIME OF COMPLETION	54
6.7.1	Construction Period	54
6.7.2	Construction Programme	54
6.7.3	Extension of Time	54
6.7.4	Deleted.....	55
6.8	TERMINATION	55
6.8.1	Payment upon Termination	56
6.9	LIQUIDATED DAMAGES.....	56
6.10	OTHER CONDITIONS.....	57
6.10.1	Governing Law	57
6.10.2	Change in Laws and Regulations	57
6.10.3	Employment rights	57
6.10.4	Employer's right to alter.....	57
6.11	RISK PURCHASE	58

List of Annexures

Annexure 1 - Guidelines for Pre-Qualification Proposal	58
Annexure 2 - Guidelines for Technical Proposal	61
Annexure 3 - Guidelines for Financial Proposal.....	65
Annexure 4 - Format for Declaration by the bidder for not being Blacklisted/Debarred.....	73
Annexure 5 - Format of sending pre-bid queries	74
Annexure 6 - Power of Attorney	75
Annexure 7 - Format for Bank Guarantee for Earnest Money Deposit.....	76
Annexure 8 - Format for Performance Bank Guarantee	77
Annexure 9 - Letter of Acceptance.....	80
Annexure 10 - Contract Agreement	81
Annexure 11 – General Layout Plan	82
Annexure 12 -Technical Specifications	84



List of Abbreviations

ABD	:	Area Based Development
BEC	:	Bid Evaluation Committee
BOQ	:	Bill of Quantities
CEO	:	Chief Executive Officer
DD	:	Demand Draft
EMD	:	Earnest Money Deposit
GI	:	Galvanized Iron
GOI	:	Government of India
LOA	:	Letter of Award/Letter of Acceptance
LOI	:	Letter of Intent
NIT	:	Notice inviting Tender
Nos	:	Numbers
PBG	:	Performance Bank Guarantee
PMC	:	Project Management Consultancy
PSCDL	:	Puducherry Smart City Development Limited
Pvt	:	Private
REF	:	Reference
RFP	:	Request for Proposal



Definitions:

In this “Bid / RFP Document” the following words and expression will have the meaning as herein defined where the context so admits

1. **“ABD”** Shall mean Area Based Development in the Puducherry Smart city programme.
2. **“BIS”** shall mean specifications of Bureau of Indian Standards (BIS);
3. **“Bid / Tender”** shall mean the Technical Bid and Financial Bid submitted by the Bidder along with all documents / credentials / attachments / annexure etc., in response to this RFP, in accordance with the terms and conditions hereof.
4. **“Bidder / Bidding Company”** shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company / including its successors, executors and permitted assigns as the context may require;
5. **“Bid Deadline”** shall mean the last date and time for submission of Bid in response to this RFP as specified in Notice Inviting Tender;
6. **“Bid Capacity”** shall means capacity offered by the bidder in his Bid under invitation.
7. **“BOQ”** Bill of Quantity
8. **“Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
9. **“Competent PSCDL”** shall mean CEO of PUDUCHERRY SMART CITY DEVELOPMENT LIMITED himself and / or a person or group of persons nominated by CEO for the mentioned purpose herein;
10. **“Commencement Date”** shall be the 15th day of issue of the Letter of Acceptance or the date of signing the contract whichever is earlier.
11. **“Commissioning”** means Successful operation of the Project / Works by the successful Bidder.
12. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
13. **“Completion Date”** shall mean the end date for completion of works which will be specified in the completion certificate
14. **“Contract”** Agreement made between PSCDL and the selected bidder on issue of Letter of Acceptance.
15. **“Contract Amount”** The total price quoted by the selected bidder
16. **“PSCDL”** Puducherry Smart City Development Limited
17. **“Engineer” / “Engineer-in-Charge”** means the PMC appointed by PSCDL for the



supervision and management of the Project

18. **“PMC”** means Project Management Consultants.
19. **Financial Bid** shall mean the Bidder’s quoted Price as per the Annexure 3-2 of this RFP;
20. **“RFP”** shall mean Request for Proposal (RFP) / Bid Document / Tender Document

Interpretations

1. Words comprising the singular shall include the plural & vice versa.
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any ambiguity between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or subheadings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement.



1. REQUEST FOR PROPOSAL (RFP)

Puducherry Smart City Development Limited (PSCDL) invites Bids from eligible Contractors / Agencies for the work of “**Improvement of Bharathy Park and Rocky fountain in Puducherry**” under “**Smart City Mission**”.

Interested Contractors / Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP. Submission of a proposal in response to this RFP shall be deemed to have been done after careful study of the proposed location and detailed examination of this document with full understanding of its terms, conditions and implications.

Puducherry Smart City Development Limited (PSCDL) will be the Facilitator in the entire bidding process and will participate in all clarification to enquiries, pre-Bid meeting, response to bidders, evaluation process etc.

1.1 Notice Inviting Tender

Sl. No	Particulars	Details
1	Tender Notice No:	019/PSCDL/2020
2	Name & Address of the Client	Name: The Chief Executive Officer, Puducherry Smart City Development Limited (PSCDL) Address: The Chief Executive Officer Puducherry Smart City Development Limited, No.2, Bussy Street, Old Court Building, Puducherry 605 001 E-Mail ID: gmplanpscdl@gmail.com Telephone:- +91 413 22 24 431
3	Name of Work	Request for proposal for “ Improvement of Bharathy Park and Rocky fountain in Puducherry ” under “ Smart City Mission ” at Puducherry.
4	Tender Type	Item rate as per BOQ
5	Estimated Value of Works	Rs.41.97 Lakhs
6	Joint Venture	Applicable (Maximum of 2 Companies)
7	Bidding Type	Two Bid System
8	Bid Call (No's)	1
9	Downloading of tender Documents	The tender document for this work can be downloaded from website https://pudutenders.gov.in From 23/07/2020 to 17/08/2020 up to 15:00 Hrs.



Sl. No	Particulars	Details
10	Pre-Bid Meeting & Time	05/08/2020 from 11.00 Hrs Bidder shall have to post their queries on E-mail address gmplanpscdl@gmail.com on or before 31/07/2020 up to 17.00 hrs. Venue of Pre-Bid Conference – PSCDL Office, No.2, Bussy Street Old Court Building, Puducherry 605 001.
11	Bidding Procedure	Two Bid System Cover (1) – Technical Bid (Online & Hard Copy) Cover (2) – Financial Bid (Online)
12	Online Submission (Last Date)	On or before date 17/08/2020 up to 15:00 Hr through online portal: https://pudutenders.gov.in Technical Bid (Scanned copies) <ul style="list-style-type: none"> • Copy of Certificate of Incorporation / PWD Registration Certificate • Scanned copy of PAN card / GST Registration. • Copies of Experience certificates showing successful completion of work. • Audited balance sheet for past 3 financial years. • Net worth / Solvency Certificate • Undertaking on Non-black listing • In addition to the documents mentioned above, the documents required as per attached Forms & Annexure are also to be uploaded. Financial Bid (E-Procurement Portal) <ul style="list-style-type: none"> • On or before the date & time stated above through online portal (Excel format). • No offer (Financial Bid) in physical form will be accepted.
13	Physical submission of Tender Fee, Earnest Money Deposit (EMD) and all other documents in the Technical Bid. (Physical Submission only)	Hard copy of Technical bid shall be submitted to CEO PSCDL, No.2, Bussy Street, Old Court Building, Puducherry 605 001 Up to 17/08/2020 up to 15:00 Hr Hard copy of Technical bid includes; <ul style="list-style-type: none"> • All documents specified & uploaded under Sl.No.12 above.



Sl. No	Particulars	Details	
		<ul style="list-style-type: none"> Signed copy of the complete Bid document (without price). Additional document like Company Profile, presentation, etc. <p>CEO PSCDL reserves the right to accept or reject any or all tenders without assigning any reason thereof. This Tender notice shall form a part of contract document.</p>	
14	Bid Details	Opening of Technical Bid (Online & Hard Copy)	If possible, on 17/08/2020 at 16:00 hrs.
		Opening of Financial Bid (Online)	Will be intimated later on.
		Bid validity period	120 days from the date of submission of Bid.
		Project Duration	Construction period 3 Months
		Defect Liability Period	12 Months
15	Payment Details	Tender Fee	Rs.1000/- + 5% GST Required amount of RFP Document fee (Rs.1,050/-) shall be paid online through the payment Gateway provided at https://pudutenders.gov.in
		EMD (Bid Security)	Rs.84,000/- (Rupees Eighty four thousand only) shall be paid online through the payment Gateway provided on E-Tendering Portal https://pudutenders.gov.in at the time of submission of bid.
16	Tender Fee / EMD (Bid Security) Exceptions	Exempted for Units Registered under MSME (Bidder has to upload necessary documents)	
17	Address for Correspondence and Submission of Bid document	CEO, Puducherry Smart City Development Limited (PSCDL) No.2, Bussy Street, Old Court Building Puducherry 605 001 gmplanpscdl@gmail.com Phone: - +91 413 2224431	

**1.2 Terms:**

- i. The complete bid document can be viewed / downloaded from official portal of <https://smartnet.niua.org/tenders>, <http://pondicherrysmartcity.in> and e-procurement portal of Govt. of Puducherry <https://pudutenders.gov.in> . But the Tenders can be submitted only online through <https://pudutenders.gov.in>.
- ii. Bids shall remain valid for 120 days (One hundred Twenty days) from the last date of submission of the tender.
- iii. To obtain first-hand information on the assignment, Contractors are encouraged to attend the pre-Bid meeting. Attending the pre-Bid meeting is optional.
- iv. Any Bid (Technically & Financial) not accompanied by Tender fees and Earnest Money as mentioned in the notice for RFP will be rejected and treated as non-responsive
- v. Bid that is received after the deadline will not be considered in this procurement process. All documents that form a part of the proposal response submitted by Contractor should be submitted at the venue mentioned in the above table.
- vi. PSCDL will not be responsible for any delay in submission of online bid.
- vii. PSCDL reserves all rights to accept or reject any bid, and to cancel the bidding process and reject all bids, at any time prior to award of the Contract, without assigning any reason thereof and incurring any liability to the participated firms or any obligation to inform the bidder or bidders participated on the grounds of employer's action thereof.

Address of Communication:

Puducherry Smart City Development Limited,
No.2, Bussy Street,
Old Court Building,
Puducherry 605 001
E-mail: gmplanpscdl@gmail.com
Telephone: +91 413 22 24 431

For any Technical related queries about bidding online, please call 24 x 7 Help Desk Number 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787. International Bidders are requested to prefix 91 as country code. Or email to: support-eproc@nic.in, support-eproc.pon@nic.in. The Contact details of the Local help desk - eProcurement Cell, 3rd Floor, A Block, Chief Secretariat, Puducherry, 0413-2220225 and 0413-2220262.

SD/;
Chief Executive Officer

PSCDL, Puducherry 605 001



2. Disclaimer

The information contained in this Request for Proposal (RFP) document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of Puducherry Smart City Development Limited or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided.

This RFP document is not an agreement or an offer to the prospective Bidders or any other person. The purpose of this RFP document is to provide interested parties with information that may be useful to them in the formulation of their proposals pursuant to this RFP document. This RFP document includes statements, which reflect various assumptions and assessments arrived in relation to the proposed assignment. Such assumptions, assessments and statements do not purpose to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for Department, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in this RFP document, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP document and obtain independent advice from appropriate sources.

Information provided in this RFP document to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Puducherry Smart City Development Limited accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

Puducherry Smart City Development Limited, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP document and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP document or arising in any way in this Selection Process. Puducherry Smart City Development Limited also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this RFP document.

Puducherry Smart City Development Limited may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP document.

The issue of this RFP document does not imply that PSCDL is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the proposed Assignment and Puducherry Smart City Development Limited reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.



The Bidder shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Puducherry Smart City Development Limited or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and Puducherry Smart City Development Limited shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by Bidder in preparation for submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

3. Instruction to Bidders

3.1 General Information and Guidelines

3.1.1 Purpose

PUDUCHERRY SMART CITY DEVELOPMENT LIMITED seeks the services of a reputed company, for **“Improvement of Bharathy Park and Rocky fountain in Puducherry”**. (Hereinafter referred to as the “Project”) under Puducherry Smart City Project. This document provides information to enable the bidders to understand the broad requirements to submit their Proposals. The detailed scope of work is provided in Section 4.0 of this RFP document.

3.1.2 Consortium

1. The Bidder for participation in the Selection Process, may be a single entity or a group of entities (the “Consortium”), coming together to execute the project. The term 'Bidder' used herein would apply to both a single Entity and a Consortium.
2. The number of consortium members shall not exceed two, including the Lead Concessionaire. Each Consortium members including Lead Bidder can't be part of any other consortium.
3. The Bidder participating as Consortium / Joint Venture has to submit duly notarized the Joint Venture Agreement in accordance with Annexure -7 of the RFP.
4. The Successful Bidder at no given point of time may assign or delegate its rights, duties or obligations under the Agreement/ Contract except with prior written consent of the Authority.

3.1.3 Sub-Contracting

Sub-Contracting is not allowed for this RFP



3.1.4 Completeness of Bid

The bid should be complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of its Bid and forfeiture of the EMD.

3.1.5 Proposal Preparation Costs

1. The bidder shall submit the bid at their cost and expense. PSCDL shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over PSCDL and PSCDL shall be at liberty to cancel any or all bids without giving any notice.
2. All materials, documents, drawings submitted by the bidder shall be the absolute property of PSCDL and no copyright etc. shall be entertained by PSCDL.

3.1.6 Pre-bid Meeting and Queries

1. PSCDL will host a Pre-Bid meeting as per the date mentioned in the RFP Notice Inviting Tender. The authorized representatives, limited to two members, of the interested bidders may attend the pre-bid meeting at their own cost. The purpose of the meeting is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to the RFP. Pre-Bid meeting will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the Project.
2. All bidders shall e-mail their queries to gmpplanpscld@gmail.com in the form and manner as prescribed in Annexure 5. The response to the queries will be published on www.pudutenders.gov.in. No queries will be entertained thereafter. The response of PSCDL shall become integral part of RFP document. PSCDL shall not make any warranty as to the accuracy and completeness of responses.
3. PSCDL shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, PSCDL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring PSCDL to respond to any question or to provide any clarification.
4. PSCDL may also on its own option, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by PSCDL shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by PSCDL or its employees or representatives shall not in any way or manner be binding on PSCDL.



3.1.7 Amendment of RFP Document

- 1 All the amendments made in the document would be published on the e-Tendering Portal only and shall be part of RFP.
- 2 The Bidders are advised to visit the e-tendering portal on regular basis to check for necessary updates. PSCDL also reserves the right to amend the dates mentioned in this RFP.

3.1.8 Supplementary Information to the RFP

If PSCDL deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue corrigendum(s) to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

3.1.9 PUDUCHERRY SMART CITY DEVELOPMENT LIMITED's Right to Terminate the Process

PSCDL may terminate the RFP process at any time and without assigning any reason. PSCDL reserves the right to amend/ edit/ add/ delete any clause of this RFP Document. This will be informed to all and will become part of the RFP and information for the same would be published on the e-Tendering portal.

3.1.10 Site Visit and Verification of Information

- a) Bidders are encouraged to visit and examine the site or sites and obtain for themselves, on their own responsibility and risk, all information that may be necessary for submission of the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b) The Bidder and any of its personnel or agents will be granted permission by the PSCDL to enter upon its premises and lands for purpose of such site visits, but the Bidder and its personnel will be responsible for any loss or damage to property and any other loss, damage, costs and expenses including loss of life/injury to any person incurred as a result of the site visits
- c) The Bidder will be deemed to have satisfied himself as to all the conditions and circumstances affecting the contract price (e.g. as to the general circumstance at the site(s) of the work, the general labour position at the site, the availability of construction material, water, electricity, the transport conditions, the climatic and meteorological conditions) and to have fixed his prices according to his own view about these.



- d) The PSCDL will not be responsible for the personnel of the Bidder and for all acts in relation with site inspection. The Bidder shall be responsible for any misunderstanding or incorrect information however obtained except the information given in writing by the PSCDL
- c) The General layout drawing for parks is provided in the drawings section (Attached as Annexure-11 of this RFP.
- d) Specific requirement of the Equipment is provided in Annexure-12 of this RFP
- e) Estimated quantities are provided in the Bill of quantities. Measured quantities as per execution on site shall be included in the payment certificate.

3.2 Key Requirements of the Bid

3.2.1 RFP Document/Tender Fee

RFP can be downloaded from the website www.pudutenders.gov.in. RFP Document Fee as per the NIT shall be paid online through the payment Gateway provided at <https://pudutenders.gov.in>

Bidders registered under Micro, Small and Medium Enterprises under Ministry of MSME, Government of India are exempted to pay Document/Tender Fee. Such bidders have to submit copy of Registration Certificate under similar Category/Activity along with copy of latest E-filing (Through Udyog Aadhaar).

3.2.2 Earnest Money Deposit (EMD)

- 1 In terms of this RFP, a Bidder is required to submit EMD as per the Notice Inviting Tender shall be paid online through the payment Gateway provided on E-Tendering Portal <https://pudutenders.gov.in> at the time of submission of bid.
- 2 Bidders registered under Micro, Small and Medium Enterprises under Ministry of MSME, Government of India are exempted to pay Earnest Money Deposit (EMD). Such bidders have to submit copy of Registration Certificate under similar Category/Activity along with copy of latest E-filing (Through Udyog Aadhaar).
- 3 The EMD of unsuccessful bidders will be returned within 90 (ninety) days from the date of the Letter of Acceptance. The EMD of the Successful Bidder would be returned on signing the Contract Agreement and submission of Performance Bank Guarantee for an amount equal to 5% of Total Contract Value in the format provided in Annexure 8 of the RFP.
- 4 No interest will be paid by PSCDL on the EMD amount and EMD will be refunded to all the bidders (including the Successful Bidders) without any accrued interest on it.
- 5 The bid submitted without EMD, will be summarily rejected.
- 6 The EMD may be forfeited, if:



- a. A bidder withdraws their bid during the validity of the tender period /during the process stage or intends to modify their quoted prices during the period of bid validity or its extended period, if any.
 - b. In case of a Successful Bidder, the bidder fails to sign the contract in accordance with the terms and conditions or furnish the required Performance Security.
 - c. During the bid process, a bidder indulges in any such deliberate act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
 - d. During the bid process, any information is found false/ fraudulent/ *mala fide*, and then PSCDL shall reject the bid and, if necessary, initiate action.
- 7 The decision of PSCDL regarding forfeiture of the EMD shall be final and binding upon bidders.

3.2.3 Online Payment for Document Fee / EMD

- 1 Bidder desired of taking part in the tender shall log in to the E-Tendering Portal using Digital Signature Certificate (DSC) and select the tender he/she wants to participate. The bidders have the option to make payment of Document Fee / EMD through (i) Internet Banking and (ii) NEFT/RTGS mode.
- 2 For Internet Banking, the Payment Gateway in the Portal will display a list of banks wherein the Bidder has to choose his/her bank. Upon selection, the bidder will be taken to the login page of his/her bank. The Bidder has to login and proceed for paying the Document Fee / EMD. If the transaction is successful, system will be redirected to the E-Tendering Portal for submission of Bid.
- 3 To facilitate Bidders who do not have Internet banking facilities, payment can be made offline through NEFT/RTGS. In this option, the bidder has to take print-out of the NEFT/RTGS payment Challan auto-generated by the system and visit his/her Bank to remit the requisite amount. Once the payment is received in the Pooling account, the bidders will be able to proceed for bid submission by feeding the Unique Transaction Reference (UTR) number in the E-Tendering Portal.
- 4 A PPT demo is available in the E-Procurement Portal <https://pudutenders.gov.in> for online collection of EMD/Tender Fee is operational using Payment Gateway of ICICI Bank.
- 5 It is advised that, for NEFT/RTGS, the Bidders make payment one day in advance for validation purpose. ICICI bank shall handle the queries of the bidders regarding online payment.



3.3 Instruction to Bidders

3.3.1 Bid Submission Format

The entire Bid shall be submitted strictly as per the format specified in this RFP. Bids with any deviation from the prescribed format are liable for rejection.

3.3.2 Bid Submission Instructions

- The bids shall be submitted in Two Bid System. Cover -1 Technical Bid shall be submitted online (e-Tendering) and Hard Copy. Cover -2 Financial Bid shall be submitted **online (e-Tendering) only** in accordance with the instructions given in the Table below:

Particulars	Instructions
COVER (1) -TECHNICAL BID	
<u>I-ONLINE SUBMISSION</u>	On or before date 17/08/2020 upto 15:00 Hr through online portal: https://pudutenders.gov.in
Fee	Required amount of RFP Document fee and EMD shall be paid online through the payment Gateway provided at https://pudutenders.gov.in
Technical Bid	<p>Scanned copy of Qualification Details shall be prepared in accordance with the requirement specified in this RFP and the formats are prescribed in Annexure 1 of the RFP.</p> <ul style="list-style-type: none"> • Copy of Certificate of Incorporation / PWD Registration Certificate • Scanned copy of PAN card / GST Registration. • Copies of Experience certificates showing successful completion of work. • Audited balance sheet for past 3 financial years. • Net worth / Solvency Certificate • Undertaking on Non-black listing • In addition to the documents mentioned above, the documents required as per attached Forms & Annexure are also to be uploaded. <p>The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats as prescribed in Annexure 2 of the RFP.</p>
<u>II -HARD COPY</u>	<p>Hard Copy of the all above documents shall be submitted to the following address on or before the due date specified in the Notice Inviting Tender (NIT).</p> <p>Scanned Signed copy of all RFP document, Corrigendum and BoQ without rates duly Signed with stamps.</p> <p>Up to 17/08/2020 upto 15:00 Hr</p> <p><i>The Chief Executive Officer,</i> Puducherry Smart City Development Limited,</p>



	<p>No.2, Bussy Street, Old Court Building, Puducherry 605 001</p> <p>Any document in supporting to Technical Bid shall be submitted in electronic format through online (by scanning etc.) and submission only in hard copy will not be accepted separately.</p>
COVER (2) -FINANCIAL BID	
<u>ONLINE SUBMISSION</u>	<p>On or before date 17/08/2020 up to 15:00 Hr through online portal: https://pudutenders.gov.in</p> <p>The Financial Proposal shall be uploaded in accordance with the requirements specified in this RFP</p> <p>Hard copy need not be submitted for Financial Bid.</p>

2. The following points shall be in consideration for submission of bids:
 - a. PSCDL shall not accept delivery of Bids in any manner other than that specified in this RFP. Bid delivered in any other manner shall be treated as defective, invalid and rejected.
 - b. The Bidder is expected to price all the items and services sought in the RFP and proposed in the technical proposal. The Bid should be comprehensive and inclusive of all the services to be provided by the Bidder as per the scope of work and in accordance with the terms and conditions as set out in the Contract.
 - c. PSCDL may seek clarifications from the Bidder on the technical bid. Any of the clarifications by the Bidder on the technical proposal should not have any commercial implications. The Financial Bid submitted by the Bidder should be inclusive of all the items in the technical bid and should incorporate all the clarifications provided by the Bidder on the technical proposal during the evaluation of the technical offer
 - d. Technical Proposal shall not contain any financial information and shall be unconditional.
 - e. If any Bidder does not qualify the technical evaluation criteria stated in Clause 3.4.5 of this RFP, the financial proposals of the Bidder shall not be opened in the e-Tendering system.
 - f. It is required that all the proposals submitted in response to this RFP should be unconditional in all respects, failing which PSCDL reserves the right to reject the proposal.



3.3.3 Late Bid and Bid Validity Period

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and ***the system does not permit electronic submission of proposals after the due date and time specified in.*** The bids submitted before deadline shall be valid for 120 days from the last date of submission of the bids.

3.3.4 Modification and Withdrawal of Bids

No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of the validity period specified by the bidder on the bid form. Entire EMD shall be forfeited if any of the bidders withdraw their bid during the validity period.

3.3.5 Non-conforming Bids

A Bid may be construed as a non-conforming proposal and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP
- b. If the Bid does not follow the format requested in this RFP or does not appear to address the particular requirements of PSCDL.

3.3.6 Language of Bids

The Bids should be submitted in English language only. If any supporting documents submitted, are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at PSCDL's discretion.

3.3.7 Authentication of Bid

- a) The Bidder should submit a Power of Attorney as per the format set forth in Annexure 6, authorizing the signatory of the Bid to commit the Bidder.
- b) All pages of the bid and its annexure, etc. shall be signed and stamped by the person or persons signing the bid.

3.3.8 Acknowledgement of Understanding of Terms

By submitting a Bid, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexures, corrigendum and addendums (if any) hereto, and have full information about all existing conditions and limitations.



3.4 Evaluation Process

- a. PSCDL will constitute a Bid Evaluation Committee (BEC) to evaluate the responses of the bidders
- b. The BEC constituted by PSCDL shall evaluate the responses to the RFP (Cover 1) and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c. The decision of the BEC in the evaluation of responses to the RFP shall be final. No correspondence shall be entertained outside the process of negotiation/ discussion with the Committee.
- d. The BEC may request for meetings with the Bidders to seek clarifications on their proposals and may visit Bidder's Site to validate the credentials/ citations claimed by the bidder.
- e. The BEC reserves the right to reject any or all proposals on the basis of any deviations.
- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- g. Please note that BEC may seek inputs from their professional, external experts in the Bid evaluation process.

3.4.1 Bid Opening

- a. Total transparency shall be observed and ensured while opening the Bids. All Bids shall be opened in the presence of the Bidder or their authorized representatives who are assigned to attend the Bid opening sessions on the specified date, time and address.
- b. PSCDL reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- c. Bid opening shall be conducted in 2 (Two) Stages;
 - Stage 1 -Technical Bid:** RFP Document fee and Bid Security/EMD, Pre-Qualification Proposal and Technical Proposal
 - Stage 2 -Financial Bid:** Financial Bid / Priced BoQ
- d. The venue, date and time for opening the Technical Proposal are mentioned in the RFP Bid Information Sheet/ NIT. The date and time for opening the Financial Proposals would be communicated to the qualified bidders.
- e. The Financial Proposals of only those bidders will be opened who fulfill the criteria in Technical Evaluation.
- f. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday



for PSCDL, the bids shall be opened at the same time and location on the next working day. In addition to that, if the representative of the Bidder remains absent, PSCDL will continue process and open the bids of all the bidders

- g. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. PSCDL has the right to reject the bid after due diligence is done.

3.4.2 Evaluation of Technical Proposals

The evaluation of the Technical Proposals will be carried out in the following manner:

- a) PSCDL shall open Cover 1 marked “Technical Bid” on Bid opening date.
- b) The Pre-Qualification proposal must contain all the documents in compliance with instructions given in the Annexure 1.
- c) Response to the Pre-Qualification Requirements shall be evaluated in accordance with the requirements specified in this RFP and in the manner prescribed in Clause 3-4-4 & 3.4.5 of the RFP. **Each of the Pre-Qualification condition mentioned in Clause 3-4-4 & 3.4.5 of the RFP is MANDATORY.** In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- d) PSCDL will review the technical bids to determine whether the technical proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at PSCDL’s discretion.
- e) Bidders' proposal will be evaluated as per the requirements and guidelines specified in the Annexure 2 and technical evaluation criteria as mentioned in Clause 3-4-4 & 3-4-5 of the RFP.
- f) The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. Detailed Project citations and copy of work order, clients contact information for verification, and all other components) as required for technical evaluation.
- g) At any time during the Bid evaluation process, BEC may seek oral/ written clarifications from the Bidders. The BEC may seek inputs from their professional and technical experts in the evaluation process.
- h) PSCDL reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the technical evaluation process.
- i) The Financial Proposals of Bidders who do not qualify technically shall be kept unopened in the e-Tendering system.
- j) PSCDL reserves the right to accept or reject any or all bids without giving any reasons thereof.



- k) PSCDL shall inform to the technically shortlisted Bidders about the date and venue of the opening of the financial proposals.

3.4.3 Financial Proposal Evaluation

- a) All the technically qualified bidders will be notified online to participate in Financial Proposal opening process.
- b) Financial Proposals for the technically qualified bidders will then be opened on the notified date and time and reviewed to determine whether the financial proposals are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at PSCDL's discretion.
- c) Financial Proposals that are not meeting the condition mentioned in Annexure 3.1 shall be liable for rejection.
- d) Total Cost of Bid (TCB) shall be calculated based on the Bill of Quantities given in Annexure 3.2 of the RFP.

3.4.4 Pre-Qualification Evaluation Criteria

The Bidder should meet following financial eligibility criteria;

S No	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity /Years of operation	The Bidder shall be a single legal entity (Individual, firm, company etc.) or JV to implement the project(s). The applicant shall be in existence for at least 3 years and should have performed similar nature of work	Certificate of Incorporation, CPWD/PWD Registration, Copies of valid PAN, GSTIN & other statutory requirements
2	Financial Eligibility	Average annual financial turn over at least 50% of the estimated cost during the last 3 audited financial years OR Bidders Registered in CPWD / Puducherry PWD for Civil work (Class III and above).	Audited consolidated financial statements/ Certificate from the Statutory Auditor OR Copy of the CPWD / Puducherry PWD Registration Certificate
3	Net Worth OR Solvency Certificate	The applicant should have positive net worth during the last 3 audited financial years OR Solvency for an amount of 40% of the estimated amount of tender	Certificate from the Statutory Auditor /Chartered accountant OR Solvency Certificate from a Scheduled Commercial Bank not older than six months as on the date of submission of the bid



3.4.5 Technical Evaluation Criteria

Technical proposals of only those firms, whose bids are found responsive, shall be opened for further evaluation. Technical proposals will be evaluated for their compliance of eligibility to various tender requirements.

A. Bidder should have successfully completed at least one Project of i.e. **Civil/Horticultural/Garden/Landscaping/ Park Improvement Work etc.** In the last five financial years.

B. The Bidder must have completed / substantially completed.

Three similar works each of value not less than 40% of the estimated cost put to tender.

OR

Two similar works each of value not less than 60% of the estimated cost put to tender.

OR

One similar work of value not less than 80% of the estimated cost put to tender

***Notes:**

- i. **Similar works means:** Public park/landscaping/Fountains/Playgrounds with Landscaping/ Horticulture/Civil Works/ Park Improvement Work completed in last 10 years.
- ii. The value of executed works shall be brought to current price level by enhancing the actual value of work at simple rate of 7% per annum calculated from the date of completion to the last date of receipt of applications for tender.
- iii. To qualify for a contract for which bids are invited in the NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria.

C. Disqualification

Even though a bidder appears to meet the pre-qualifying criteria, he could be disqualified if he has:

- a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;
- b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.
- c. Submitted the RFP, which is not accompanied by the required documentation or is non-responsive.
- d. Failed to provide clarifications related thereto when asked by the technical committee.



-
- e. Where such firm has already submitted the bid.
 - f. Is blacklisted / barred by GOI/State Gov't /State or Central PSU/ as on date. The company/firm shall on its letterhead submit an undertaking that it has not been blacklisted by GoI/State Gov't/State or Central PSU in last three years from the date of submission of bids for this RFP.

If any such information which would have entitled PSCDL to reject or disqualify the bidder becomes known after the bidder has been qualified, PSCDL reserves the right to cancel the qualification of the Bidder at any later stage.

3.4.6 Financial Evaluation Criteria

D. Bid to be substantially responsive

If a "Financial Bid" is not substantially responsive, it will be rejected by PSCDL, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation

A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one

- (a) Which effects in any substantial way the scope, quality or performance of the Works;
- (b) Which limits in any substantial way, inconsistent with the Bidding documents, PSCDL's right or the Bidders obligations under the Contract; or
- (c) Whose rectification would affect unfairly the competitive position of the Bidders presenting substantially responsive Bids.

3.5 Award of Contract

3.5.1 Award Criteria

1. All the technically qualified bidders will be notified through online to participate in Financial Proposal opening process.
2. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services and should be stated in INR only. Omissions, if any, in costing of any item shall not entitle the Bidder to be compensated and the liability to fulfill its obligations as per the Scope of Work and Technical Specifications within the total quoted price shall be that of the Bidder. The Bidder shall bear taxes & duties including GST, fees, Labour Cess, levies and other charges imposed under the Applicable Law as applicable.
3. The Bidder with the ***Lowest Value of Financial Bid*** (L1) will be declared as a ***"Successful Bidder"***.



3.5.2 Letter of Acceptance (LoA)

Prior to the expiration of the period of bid validity, the PSCDL will notify the Successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that the bid has been accepted. LoA will constitute the formation of the contract. Upon the Successful Bidder's furnishing of Performance Bank Guarantee, PSCDL will promptly notify each unsuccessful bidder.

3.5.3 Signing of Contract Agreement

PSCDL shall notify the Successful Bidder that their bid has been accepted by a Letter of Acceptance. On acceptance of the Performance Guarantee the Successful Bidder shall enter into a “**Contract Agreement**” with PSCDL within the time frame mentioned in the Letter of Acceptance issued to the Successful Bidder by the PSCDL.

3.5.4 Failure to Agree With the Terms & Conditions of the RFP / Contract

Failure of the Successful Bidder to agree with the Terms & Conditions of the RFP/ Contract shall constitute sufficient grounds for the annulment of the award, in which event PSCDL may invite for fresh RFP.

3.5.5 Puducherry Smart City Development Limited's Right to accept any Bid and to Reject any or All Bids

PSCDL reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for PSCDL's action.

3.6 Performance Bank Guarantee

- a) Within fifteen (15) working days from the date of issuance of Letter of Acceptance, the Successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) for an amount equivalent to 5% of Contract value to PSCDL.
- b) The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Annexure 8, payable on demand, for the due performance and fulfillment of the contract by the bidder.
- c) All charges whatsoever such as premium; commission etc. with respect to the PBG shall be borne by the Successful Bidder.
- d) The PBG may be discharged/returned by PSCDL upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the PBG.
- e) The PBG shall be valid up to Defect Liability Period and released upon issue of Contract Performance Certificate.



- f) In case the project is extended after the project schedule as mentioned in the RFP, the PBG shall be accordingly extended by the Successful Bidder Defect Liability Period.
- g) In the event of the Bidder being unable to service the contract for whatever reason PSCDL would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of PSCDL under the contract in the matter, the proceeds of the PBG shall be payable to PSCDL as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. PSCDL shall notify the Bidder in writing of the exercise of its right to receive such compensation 14 (fourteen) days in advance, indicating the contractual obligation(s) for which the Bidder is in default.
- h) PSCDL shall also be entitled to make recoveries from the bidder's bills, PBG, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconception or misstatement.
- i) On satisfactory performance and completion of the Defect Liability Period in all respects and duly certified by the Engineer-in-Charge, Contract Performance Certificate shall be issued and the PBG would be returned to the Contractor.

3.7 VARIATIONS

3.7.1 Changes in the Quantities

- a) The Contractor is bound to carry out the items in the Bill of Quantities for quantity variation up to 30% (Thirty percent) excess provided that the change does not exceed 1% (One percent) of Initial Contract Price, at the BoQ rates.
- b) However, a rate or price as shall be appropriate for the excess quantity of item of work if it exceeds both the limits in (a) above shall be approved by the competent PSCDL pursuant to 3.7.2.
- c) If any item of work is not required to be executed or the quantity is less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

3.7.2 Extra items of Work

There shall be an order in writing to execute the extra item of work from PSCDL.

Extra item can be additional, substituted or altered item depending on their relation to the original item or change in quantity above the limits specified in 3.7.1.b.

The rate for the extra item shall be worked out as specified in GCC Cl. 6.2.6 of the RFP

3.7.3 Total Variation Cost

The overall value of all variation works shall be limited to 10% (Ten Percent) of the Initial Contract Price.

3.8 Defect Liability Period

The Defect Liability Period Shall is 12 Months from the date of issuance of the Completion Certificate.



The contractor shall remedy any and all loss or damage to work during the maintenance period at Contractors cost, save and except to the extent that any such loss or damage shall have arisen on account of any default or neglect of the PSCDL or on account Force Majeure Event.

3.9 Insurance

3.9.1 Insurance during Contract Period

The Contractor shall effect and maintain at its own cost, from the Contract Date till the date of issue of the Completion Certificate, the insurance of Works, Plant and Material for any loss or damage occurring on account of Force Majeure, Malicious Act, Accidental Damage, Explosion, Fire, Terrorism etc.

The insurance stated above shall cover the Employer and the Contractor against all loss or damage from any cause mentioned above

3.9.2 Insurance against injury to Persons and damage to Property

The Contractor shall effect and maintain insurance cover for the works from the date of issue of the Completion Certificate until the end of the Defect Liability Period for any loss or damage for which the Contractor is liable and which arises from a cause occurring (as mentioned in clause 3.9.1) prior to the issue of the Performance Certificate.

The Contractor shall also maintain other insurances for maximum sums as may be required under the applicable Laws and in accordance with Good Industry Practice.

3.9.3 Insurance against injury to Persons and damage to Property

The Contractor shall obtain insurance cover not less than **Rs. 25.00 lakhs** (Rupees Twenty five lakhs only) against its liability for any loss, damage, death or bodily injury. Or damage to any property (except things insured under Paragraph 3.9.1 and 3.9.2 of this Schedule) or to any person which may arise out of the Contractor's performance of this Agreement.

This insurance shall be per occurrence of not less than the amount stated above with no limit on the number of occurrences.

The contractor shall against its liability for any loss and damage to the property on which the contractor occupies, due to performing the obligations under the contract

3.9.4 Insurance to be in Joint names

The insurance under paragraph 3.9.1 to 3.9.3 above shall be in the joint names of the Contractor and the PSCDL.



4. Special Conditions of Contract.

4.1 Scope of work (“Service”)

4.1.1 Broad Scope of Work

The scope of the Project is to upgrade the existing parks by the way of providing new play equipment's by replacing old one, renovating the old fountains and providing new fountains as per the proposal, lighting arrangements, Hard and soft landscaping and footpath wherever required and also fitness equipment as per the proposal.

The salient components of the scheme are detailed below: -

S. No	Description of work	Quantity	Unit	Rate (Rs)	Amount Rs
1	Adult fitness equipment: Supply and fixing the Adult fitness equipment in the identified Park location including all required civil work. The equipment should be of thickness of 6mm FRP (Fiber reinforced plastic). All Metallic parts used will be of Galvanized steel, Rust Proof and durable. GI Pipe Finish with PP powder coating, UV Resistant and Durable. as per the drawing enclosed				
	Air walker double: Main pipe Dia-127mm, Thickness-4.5mm, Base plate Dia-215mm, Thickness-10mm, size- 1300x610x1350mm, GI Pipe, PP Plastic for Foot rest, PP Plastic cap (All), PP Plastic Bearing caps, Premium Rubber Handel, SS304 Nut Bolt for bearing, GI Nut Bolts, PP Powder Coating, (7 tank powder coating Process).	3	No		
	Abdominal double: Main pipe Dia-127mm, Thickness-3mm, Base plate Dia-215mm, Thickness-10mm, size- 1600x1065x580mm, GI Pipe, PP Plastic for Foot rest, PP Plastic cap (All), PP Plastic Bearing caps, Premium Rubber Handel, SS304 Nut Bolt for bearing, GI Nut Bolts, PP Powder Coating, (7 tank powder coating Processes).	2	No		
	Dual skier: Main pipe Dia-127mm, Thickness-4.5mm, Base plate Dia-215mm, Thickness-10mm, size:- 1545x 660x 1700 mm, GI Pipe, PP Plastic for Foot rest, PP Plastic cap (All), PP Plastic Bearing caps, Premium Rubber Handel, SS304 Nut Bolt for bearing, GI Nut Bolts, PP Powder Coating (7 types powder coating Processes).tank	1	No		
	Shoulder wheel: Main pipe Dia-127mm, Thickness-3mm, Base plate Dia-215mm, Thickness-10mm, size-875x635x1740mm, GI Pipe, PP Plastic for Foot rest, PP Plastic cap (All), PP Plastic Bearing caps, Premium Rubber Handel, SS304 Nut Bolt for bearing, GI Nut Bolts, PP Powder Coating (7 tank powder coating Processes).	3	No		



S. No	Description of work	Quantity	Unit	Rate (Rs)	Amount Rs
	Triple twister: Main pipe Dia-127mm, Thickness-3mm, Base plate Dia-215mm, Thickness-10mm, size-1775x1775x1475 mm, Dia - 1500mm Round, GI Pipe, PP Plastic for Foot rest, PP Plastic cap (All), PP Plastic Bearing caps, Premium Rubber Handel, SS304 Nut Bolt for bearing, GI Nut Bolts, PP Powder Coating (7 tank powder coating Processes).	3	No		
	Leg press double: Main pipe Dia-127mm, Thickness-3mm, Base plate Dia-215mm, Thickness-10mm, size -2185x460x1700 mm, GI Pipe, PP Plastic for Foot rest, PP Plastic cap (All), PP Plastic Bearing caps, Premium Rubber Handel, SS304 Nut Bolt for bearing, GI Nut Bolts, PP Powder Coating (7 tank powder coating Processes).	3	No		
	Parallel bars: Main pipe Dia-127mm, Thickness-3mm, Base plate Dia-215mm, Thickness-10mm, size- 1780x710x1470mm, GI Pipe, PP Plastic for Foot rest, PP Plastic cap (All), PP Plastic Bearing caps, Premium Rubber Handel, SS304 Nut Bolt for bearing, GI Nut Bolts, PP Powder Coating (7 tank powder coating Processes).	3	No		
	Cross trainer: Main pipe Dia-127mm, Thickness-3mm, Base plate Dia-215mm, Thickness-10mm, size-1370x660x1755 mm, GI Pipe, PP Plastic for Foot rest, PP Plastic cap (All), PP Plastic Bearing caps, Premium Rubber Handel, SS304 Nut Bolt for bearing, GI Nut Bolts, PP Powder Coating (7 tank powder coating Processes).	2	No		
	Pull up: Main pipe Dia-127mm, Thickness-3mm, Base plate Dia-215mm, Thickness-10mm, size: 609x1397 x2222mm, GI Pipe, PP Plastic for Foot rest, PP Plastic cap (All), PP Plastic Bearing caps, Premium Rubber Handel, SS304 Nut Bolt for bearing, GI Nut Bolts, PP Powder Coating (7 tank powder coating Processes).	3	No		
	Knee chair: Main pipe Dia-127mm, Thickness-3mm, Base plate Dia-215mm, Thickness-10mm, size: 736x 838x168mm, GI Pipe, PP Plastic for Foot rest, PP Plastic cap (All), PP Plastic Bearing caps, Premium Rubber Handel, SS304 Nut Bolt for bearing, GI Nut Bolts, PP Powder Coating (7 tank powder coating Processes).	1	No		
2	Children's play equipment Supply and fixing the Children's play equipment in the identified Park location including all required civil work. The equipment should be of thickness of 6mm FRP (Fiber-reinforced plastic). All Metallic parts used Galvanized steel, Rust Proof and durable, GI Pipe Finish with PP powder coating, UV Resistant and				



S. No	Description of work	Quantity	Unit	Rate (Rs)	Amount Rs
	Durable. As per the drawing enclosed				
	Four-seater swing Structure: Galvanized Steel Pipe in dia 48 and 60mm, Rust Proof and durable. Finish with PP powder coating Accessories: 8 nos. Rubber Coating Galvanized Chain (Rust Proof), 4 nos. FRP Seat, 8 nos. Nylon Clamp with Ball Bearing (Voice Proof and water proof), 16 nos. Stainless Steel SS Hooks, Galvanized Nut, Bolts (Rust Proof) duly covered under PP plastic cap Size : Length 15ft, Height 7ft Age Group : 2 year to 16 year	2	No		
	Multi Activity Play Station: Double Wave Slide 5ft : 1 no Wave Slide 5ft : 1 no Spiral Slide 5ft : 2 nos FRP Tunnel FRP Bridge Metallic Railing Metallic Ladder FRP Rock Climber Hut Canopy Semi Dome Canopy	1	No		
	Three in one combo slide Structure: FRP Slide, Galvanized Steel Pipe, Rust Proof and durable Finish with PP powder coating Size: Platform Height 7ft Safety Precaution: FRP Accessories are made by only UV registrant raw material; it has upto 6mm thickness (heavy-duty Fiber). We designed FRP Slides with various safety precautions like Slide depth and safe ending part. Age Group : 2 year to 16 year	1	No		
	Four Seater See Saw Structure: Galvanized Steel Pipe in dia 87mm, Rust Proof and durable. Finish with PP powder coating Size: Length 8ft, Height 1ft 6 inches, Width 4ft Accessories: 4 nos. FRP Seat (UV Registrant, Durable, Rust Proof), 4 nos. Ball Bearing , Galvanized Pipe, Galvanized Nut, Bolts (Rust Proof) duly covered under PP plastic cap, Age Group : 2 year to 16 year	2	No		
	Climber Structure : Galvanized Steel Pipe, Rust Proof and durable, Finish with PP powder coating Accessories : Galvanized Pipe Structure Galvanized Nut, Belt(Rust Proof) duly covered under PP plastic cap Size : Height 5ft, Width 18 inches, Length 7ft Age Group : 5 year to 15 year	2	No		
	Spring Rider Structure : FRP rider, Galvanized Steel Pipe, heavy-duty MS Spring with Galvanized Coating, Rust Proof, heavy and durable Structure duly Finish with PP powder coating FRP Duck is made by FRP (Fiber Reinforced Plastic) duly finish with PU Paint, UV Registrant Accessories : FRP Duck Seat with handle GI Pipe Structure, Heavy-duty spring, Galvanized Nut, Bolts (Rust Proof) Size : Height 3ft, Length 2.5 ft, Width 1.5 ft Age Group : 1 year to 5 year	4	No		
3	Benches: Supply and installation of cast iron benches made out of 40mm CI angle and wooden seat and back rest of 30mm thick in the CI angle as per the drawing enclosed	8	No		
4	1. Welding cake for four rings and Doom fountain: Renovation of exiting fountain of the	1	No		



S. No	Description of work	Quantity	Unit	Rate (Rs)	Amount Rs
	Bharathi park as per detail enclosed from the annexure				
	2.Sound fountain: Renovation of exiting fountain of the Bharathi park as per detail enclosed from the annexure	1	No		
	3. Lady fountain: Renovation of exiting fountain of the Bharathi park as per detail enclosed from the annexure	1	No		
5	Fountain: Providing and renovation of exiting fountain as per design. This rate inclusive of cost of martial, welding electrification and all labour changes etc. As direct by engineer –in -charge	1	No		
6	Pennisetum setaceum grass Bermuda grass and Doob grass	12	No		
7	Ficus pandax: Supply and stacking of plant Ficus panda of height 60-90cm with 8-10 branches and healthy foliage bushy in big size HDPE bag Golden duranta Providing and displaying of Duranta Golden plant having ht 15 to 20 cm bushy shape plant with fresh and healthy leaves in 20cm size of earthen port/plastic pot & as per direction of the officer-in-charge	20.25	m2		
8	Alternanthera red Ground Cover Alternanthera species plant of height 15cm to 20cm full of branches and foliage in 15cm size of Earthen Pot/Plastic pot	6	No		
9	Providing and laying 40 x 45 cm gray granite slab of thickness 3cm in the pavements top surface flame finished with neat edges, 1cm wide recessed cement pointing, laid over 2cm thick cement mortar.	13.2	m2		
10	Spot light: Ground embedded spot light to highlight the fountain wall	10	No		
11	Marble Pebble Unpolished In a 1'x1' area, 3.5kg of 25mm pebbles will be required generally, unpolished pebbles	466.67	Kg		
12	Roystonea regia Palm: Supply and planting of palms assorted varieties Pkt. The rate including cost of plant, labour charge for planting and watering the plants till starts growing etc., as per direction of the Engineer-in-charge	1	No		
13	Supplying and filling in plinth with M sand under floors including, watering, ramming consolidating and dressing complete	24.92	m3		
14	Earth work in excavation by mechanical means (Hydraulic excavation) / manual means over areas (exceeding 30 cm in depth, 1.5m width as well as 10sqm on plan) including getting out and disposal of excavated earth, lead upto 50m and lift upto 1.5m - all kinds of soil	30.27	m3		
15	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering. - All work upto plinth level -1:5:10 (1 cement :5coarse sand: 10 graded stone aggregate 40mm nominal size)	27.19	m3		



S. No	Description of work	Quantity	Unit	Rate (Rs)	Amount Rs
16	Brick work with common burnt clay FPS bricks of class designation 7.5 in foundation and plinth in cement mortar 1:4 (1 cement: 4 coarse sand)	3.01	m3		
17	Providing and laying 60mm thick factory made cement concrete interlocking paver block of M-30 grade made by block making machine with strong vibratory compaction and of approved size and design /shape laid in required colour and pattern over and including 50mm thick compacted bed of course sand, filling the joints with coarse sand etc. filling the joints with courses and etc. all complete	27.2	m2		
18	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth upto 30 cm measured at a height of 1 m above ground level and removal of rubbish upto a distance of 50 m outside the periphery of the area cleared.	20	m2		
19	Providing and laying ceramic glazed floor tiles of size 300x300 mm (thickness to be specified by the manufacturer), of commercial quality conforming to IS :15622, of approved make (Bell / Johnson / Regency / Somany / Naveen / Asian) in colours such as white, Ivory, Grey, Fumed brown, laid on 20 mm thick cement mortar 1:4 (1 cement : 4 coarse sand), including pointing joints with white cement and matching pigment etc., complete	210	m2		
20	12mm cement plaster of mix: Cement mortar 1:4 (1 cement: 4 fine sand)	9	m2		
21	White washing with lime to give on even shade - New work (three or more coats).	9	m2		
22	Finishing walls with acrylic smooth exterior paint of required shade - New work (two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg / 10 sqm	9	m2		
23	Providing and fixing G.I chain link fabric fencing of required width in mesh size 50x50mm including strengthening with 2mm dia wire or nuts bolts and washers as required complete as per the direction of in charge - Made of G.I wire of dia 4mm	90	m2		

4.2 Technical Specifications

4.2.1 GENERAL TECHNICAL SPECIFICATIONS

- The Standard Specifications of the Public Works Department, Govt. of Puducherry shall be followed up. The specification of some of the important items are given in **Annexure-12**
- Rates shall be inclusive of all taxes and duties including GST, royalty, Labour Cess etc



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- and any other statutory deductions applicable at the time of Payment.
- c) The special provision in detailed specifications or wording of any item shall gain precedence over corresponding contradictory provision (if any) in the standard specifications or CPWD / PWD Hand Book where reference to such specifications is given without re-producing the details in contract.
 - d) It is presumed that the Contractor has gone carefully through the Specification and Standard Data Book & CPWD/PWD Hand Book and the Schedule of Rates of the Division and studied the site conditions before arriving at rates quoted by him. Decision of PSCDL shall be final as regards interpretation of specifications.
 - e) The contractor shall be responsible for making good the damages done to the existing property during construction by his men.
 - f) If it is found necessary from safety point of view to test any part of the structure, the test shall be carried out by the contractor with the help of the Department at his own cost.
 - g) The Contractor shall provide, maintain, furnish and remove on completion, temporary office on work site for the use of Project Engineer / Contractor's site office with facility for the PSCDL and/or PMC's representative.
 - h) General directions or detailed description of work, materials and all coverage of rates given in the specification are not necessary repeated in the Bill of Quantities. Reference is however, drawn to appropriate section/clause(s) of the General specifications accordance with which the work is to be carried out.
 - i) In the absence of specific directions to the contrary, the rates and prices inserted in the terms are to be considered as the full inclusive rates and prices for the finished work described there-under and cover all labour, materials, wastage, temporary work, plant overhead charges and profits, as well as the general liabilities, obligations and risks arising out of the General Conditions of Contract.
 - j) The quantities set down against the item in the Bill of Quantities are only estimated quantities of each item of work included in the Contract and are not to be taken as a guarantee that the quantities schedule will be carried out or required or that they will not be exceeded.
 - k) All measurements will be made in accordance with the units indicated in the Bill of Quantities and read in conjunction with the General Conditions of Contract.
 - l) The details shown on drawings and all other information pertaining to the work shall be treated as indicative and provisional only and are liable to variation as found necessary while preparing working drawing which will be supplied by the contractor before execution. The contractor shall not, on account of such variation be entitled to any increase in rates over the ones quoted in the tender which are on measured quantity basis. The contractor has to make his own investigation before quoting for the work.
 - m) All materials used in the construction shall conform to the requirement of Specification Clause "Materials for Structures" of Specification of PWD, Puducherry.
 - n) Protection of underground telephone cable and aerial telephone wires and poles, transmission towers, electrical cables and water supplying lines. During the execution of work, it is likely that the contractor may meet with telephone cable, electrical cables, water supply lines etc. it will therefore be the responsibility of the Contractor to protect them carefully. All such cases should be brought to the notice of PSCDL by the contractor and also to the concerned department. Any damage whatsoever done to these cables and pipe lines by the contractor shall be made good
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by him at his cost.

4.2.2 Order of precedence, clarifications and interpretations:

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

- a. Special conditions of contract, Item wise specifications, revised specifications if provided and execution drawing notes etc.
- b. I.S. Codes of practice.
- c. Standard specification of the PWD, Puducherry.
- d. Specifications issued by CPWD.
- e. Manual on wastewater issued by CPHEEO
- f. Any other guidelines issued by MoEF.
- g. In case of items for which specifications are not available in the above-mentioned specifications, good sound engineering practice shall be followed and in such case specifications given by PSCDL / PMC shall be final & binding on the contractor.

4.2.3 Method of Measurement:

- a. The method of measurement and payment shall be as described under various items of the Bill of quantity
- b. Where specific definitions are not given, the method described in Puducherry PWD Specifications /CPWD will be followed.
- c. All works shall be carried out in line & level as shown on execution drawing and as directed by Engineer.

4.3 Quality Assurance & Control

4.3.1 Quality Assurance Plan

- a. The Contractor shall provide a quality assurance plan include proposed Items, their Brand Names, relevant IS Codes/ Standards as per industry practice in India, they will provide model Quality Control Certificates along with Guarantee and Warrantee documents from the Manufacturer for Supply Items, viz. Fountains, Adult Fitness Items, Children play equipment's, within 15 days from date of issuance of Letter of Award for the approval by PSCDL. The approved quality assurance plan shall form part and part of this Contract.
- b. The Contractor shall submit the Request for Inspection (RFI) to PSCDL one day in advance before starting of any Concrete related work. In no case shall the Concrete work be started without submitting the RFI one day in advance of the activity and without the prior approval of PSCDL.
- c. In case of non-conformance to the quality control checks in accordance to the quality assurance plan for concrete related works, no payment shall be made to Contractor for non-conformance of Work.
- d. Defective work is liable to be rejected at any stage. The contractor on no account can refuse to rectify the defects merely on reasons that further work has been carried out. No payment shall be made for rectification.
- e. Contractor must carry out necessary survey if required at his own cost.



4.3.2 Storage of materials

- Stacking and storage of construction material at site shall be in such a manner as to prevent deterioration or intrusion of foreign matter and to ensure the preservation of their quality, properties and fitness for the work.
- Suitable precautions shall be taken by the Contractor to protect the material against atmospheric actions, fire and other hazards.
- The materials likely to be carried away by wind shall be stored in suitable stores or with suitable barricades and where there is likely hood of subsidence of soil, such heavy materials shall be stored on approved platforms.

4.3.3 List of approved make of materials

The source of material including the quarries shall be approved by PSCDL/ Engineer/ consultant appointed by PSCDL.

Sl. No	Details of Materials / Equipment	Manufacturer's Name
1	Cement (OPC-(43 & 53G) & PPC)	a) Ultra tech b) ACC c) Ambuja
2	TMT Tor Steel	a) SAIL b) TISCO c) RINL d) JSW
3	Ceramic Tiles (Wall & Floor Tiles)	a) Johnson b) Nitco c) Somany
4	Paints (OBD, Emulsion paints, Synthetic enamel Paints)	a) ICI b) Asian c) Berger d) Nerolac
5	Waterproof Cement Paints	a) Snowcem India Ltd. b) ICI c) Asian
6	Red Oxide & Pink Primers	a) ICI b) Asian c) Berger d) Nerolac
7	Precast Cement Concrete Pavers & Tiles	a) Nitco b) Ultra c) Johnson d) Dura crete
8	Electrical Items	a) Havell's b) Anchor c) Kundan d) Avon plast e) Crabtree



9	PVC Pipes	a) Finolex b) Jain c) Supreme d) Truebore e) Crabtree
10	G I Pipes	a) Arihant Pipe b) Jindal GI Pipe c) Swastik Pipes d) Pipe field

4.3.4 List of Standards for various materials

Sl. No	Details of Materials / Equipment	Standard/IS Code
1	Polyethylene Pipes for Water Supply	Is 4984: 2016
2	Steel Tubes, Tubular and Other Wrought Fittings Part 1: Steel Tubes	Is 1239 (Part 1):2004
3	Galvanized Steel Sheets	Is 277: 2003
4	Glass Fiber Reinforced Plastic	Is 14856: 2000
5	Chain link fence fabric:	IS: 2721:2003
6	Integral Waterproofing Compounds	IS 2645 (2003):
7	Interlocking Concrete Paver Block	IS: 456: 2000

- a. For all other materials for which the manufacturer is not pre-approved, the Contractor shall submit credentials of minimum three manufacturers for prior approval of PSCDL/PMC.
- b. The manufacturers in the above list may be substituted with prior approval of PSCDL (if needed) subject to satisfaction of the requirement under 2.3.a.

4.4 Payment Certificates

4.4.1 Monthly Payment Certificates

Subject to Clause 5.2, the Contractor shall submit the Monthly Statement (MS) by the 5th day of the succeeding month in the printed forms in duplicate and in .xls format soft copy (both to be submitted with the application) at the office of the Engineer (PMC) with a copy to PSCDL.

Stage of works qualifying to be included in the Monthly Payment Certificate

1. Supply and fixing of Adult fitness equipment at one location including Civil works
2. Supply and fixing of Childrens play equipment at one location including Civil works
3. Supply and fixing of Fountains (3+1) and lighting at four locations including Civil works
4. Completion of Miscellaneous works



Within 14 (Fourteen) days after receipt of the Monthly Statement for Works, the PMC shall deliver to the PSCDL, with a copy to the Contractor, an Interim Payment Certificate (IPC) stating the amount which, in the opinion of the PMC, shall become payable to the contractor. In case of PSCDL/PMC have queries related to various claims in the monthly statement or if it is not supported with necessary details, the PSCDL/PMC will return the same to the contractor for compliance. Contractor has to resubmit the monthly statement with compliance.

Within 14 (Fourteen) days after receipt of Interim Payment Certificate (IPC) from the PMC, PSCDL shall make the Payment to the Contractor, after deducting all statutory dues and adjusting the payments already released to the Contractor against the said Statement.

4.4.2 Final Payment Certificate

- a. Within 60 (sixty) days after receiving the Completion Certificate the Contractor shall submit to PSCDL for consideration the Final Payment Statement as per approved format by the PSCDL/PMC (the “Final Payment Statement”) for Works, with supporting documents in duplicate and in .xls format soft copy (both to be submitted with the application) at the office of PSCDL with a copy of the same to PMC.
- b. The Final Payment Statement shall show in detail:
 - i. The summary of Contractor’s interim Payment claims for Works as submitted in accordance with contract;
 - ii. The amounts received from the PSCDL against each claim; and
 - iii. Any further sums which the Contractor considers due to it from the PSCDL.
- c. If the PSCDL/PMC disagrees with or cannot verify any part of the Final Payment Statement, the Contractor shall submit such further information as they may reasonably require.
- d. Upon submission of the Final Payment Statement for Works, the Contractor shall give to PSCDL, with a copy to PMC, a written discharge confirming that the total of the Final Payment Statement represents full and final settlement of all monies due to the Contractor in respect of this Agreement for all work arising out of this Agreement, except for any monies due to either Party on account of any Defect. Provided that such discharge shall become effective only after the payment due has been made in accordance with the Final Payment Certificate issued.
- e. Within 60 (sixty) days after receipt of the Final Payment Statement for Works, and the written discharge, and there being no disputed items of claim, the PMC shall deliver to the PSCDL, with a copy to the Contractor, a final payment certificate (the “Final Payment Certificate”) stating the amount which, in the opinion of PMC, is finally due under this Agreement or otherwise. For the avoidance of doubt, before issuing the Final Payment Certificate, PMC shall ascertain from the PSCDL all amounts previously paid by the PSCDL and for all sums to which the PSCDL is entitled, the balance, if any, due from the PSCDL to the Contractor or from the Contractor to the PSCDL, as the case may be.



- f. Contractor should Remove the temporary structures, labor camps, & dispose surplus materials, debris etc. lying at work site within 30 days from receiving the Completion Certificate.

4.5 Time Period & Milestones

4.5.1 The Contract Period

The Contract period shall be reckoned from the fifteenth (15TH) day of issue of Letter of Award or the date of signing the contract, whichever is earlier. The completion of the contract shall be date of issue of completion certificate. The commencement date for Defect Liability Period is the completion of Contract period.

4.5.2 The Construction Period

The construction period shall be **3 calendar months** from the commencement date. The completion date shall be the date of completion of the works at the end of the construction period including any extensions granted there of subject to the condition under **Clause 6-7-3**.

4.5.3 Defect Liability Period

- a) The Defect Liability Period (Maintenance Period) shall be **12 calendar months** starting from the date of issuance of the Completion Certificate.
- b) If any defects noticed in the workmanship / defective materials used / normal wear and tear of fittings are attributable to Contractor these shall be attended by the Contractor at his own cost, as and when they are brought to his notice by the PMC / PSCDL.
- c) The Contractor shall promptly repair or rectify all Defects and deficiencies observed by the Engineer during the Defects Liability Period within a period of **24 hours** from the date of notice issued by the Engineer, in this behalf, or within such reasonable period as may be determined by the Engineer at the request of the Contractor, in accordance with Good Construction Practice.
- d) The scope of work during the Defects Liability Period includes regular maintenance of the constructed facility including painting/polish finishes and electrical fittings in good condition.
- e) The costs of making good all these defects shall be borne solely by the Contractor and deemed to be included in the rates quoted by Contractor.
- f) If the contractor does not rectify the defect or make good the deficiency, the work should be got redone or rectified through another agency, or departmentally by employing skilled labourers, at the contractor's cost with 25% of the cost as LD for non-performance. The amount shall be deducted from any monies due to the contractor or realization of any Bank guarantee.



4.5.4 Liquidated damages

The Contractor shall pay liquidated damages to the Employer at the rate of one tenth of one percent of contract value per calendar day in case of non-compliance work within the intended completion period. The total amount of liquidated damages shall not exceed 10% the contract amount. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

5. Payment

Upon completion of work, the contractor will be paid for the quantity of the work accomplished as stated below;

Description of Activities	Percentage On total contract value
Supply, Inspection & Approval of all materials at site	50%
Installation at site	35%
Completion of all works	15%

5.1 Payment Certificates

The Contractor shall submit the Monthly Statement (MS) by the 5th day of the succeeding month in the printed forms in duplicate and in .xls format soft copy (both to be submitted with the application) at the office of the Engineer (PMC) with a copy to PSCDL.

Within 14 (Fourteen) days after receipt of the Monthly Statement for Works, the PMC shall deliver to the PSCDL, with a copy to the Contractor, an Interim Payment Certificate (IPC) stating the amount which, in the opinion of the PMC, shall become payable to the contractor. In case of PSCDL/PMC have queries related to various claims in the monthly statement or if it is not supported with necessary details, the PSCDL/PMC will return the same to the contractor for compliance. Contractor has to resubmit the monthly statement with compliance.

Within 14 (Fourteen) days after receipt of Interim Payment Certificate (IPC) from the PMC, PSCDL shall make the Payment to the Contractor, after deducting all statutory dues and adjusting the payments already released to the Contractor against the said Statement

5.2 Final Payment Certificate

a) Within 30 (Thirty) days after receiving the Completion Certificate the Contractor shall submit to the PMC for consideration Final Payment Statement as per approved format by the Employer (the "Final Payment Statement") for Works, with supporting documents in duplicate and in .xls format soft copy (both to be submitted with the application) at the office of the PMC with a copy of the same to PSCDL.

b) The Final Payment Statement shall show in detail:



- The summary of Contractor's interim Payment claims for Works as submitted in accordance with contract
- The amounts received from the PSCDL against each claim
- Any further sums which the Contractor considers due to it from the PSCDL

c) If the PSCDL disagrees with or cannot verify any part of the Final Payment Statement, the Contractor shall submit such further information as they may reasonably require.

d) Within 30 (thirty) days after receipt of the Final Payment Statement for Works, and the written discharge, and there being no disputed items of claim, the Employer shall deliver a copy to the Contractor, a final payment certificate (the "Final Payment Certificate") stating the amount which, in the opinion of the Employer, is finally due under this Agreement or otherwise. For the avoidance of doubt, before issuing the Final Payment Certificate, the Employer shall ascertain from the all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance, if any, due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.

e) Contractor should remove the temporary structures, labor camps, & dispose surplus materials, debris etc. lying at work site within 30 days from receiving the Completion Certificate.

5.3 Retention

The Employer shall retain from each payment due to the Contractor the proportion stated in the GCC vide Clause 6.2.5 until Completion of the whole of the Works

5.4 Variations

5.4.1 Changes in the Quantities

- a) In this contract, no variation in any item of work is allowed. The bidder is bound to carry out all the items of work at the single quoted rate.
- b) However, within the contract period, whenever there is an order from PSCDL in writing to execute any additional quantity, the contractor is bound to do it at the quoted rate and the bidder shall not be entitled for any additional claim or compensation.

5.5 Time Period & Milestones

5.5.1 The Contract Period

The Contract period shall be reckoned from the fifteenth (15TH) day of issue of Letter of Acceptance or the date of signing the contract, whichever is earlier. The completion



of the contract shall be date of issue of completion certificate and the commencement of Defect Liability Period.

Upon successful completion of Defect Liability Period, a Performance Certificate will be issued, and the Contractor will be relieved from all obligations under this Contract.

5.5.2 The Construction Period

The construction period shall be **3 calendar months** from the commencement date. The completion date shall be the date of completion of the works at the end of the construction period including any extensions granted there of subject to the condition under Clause 6-7-3.

5.5.3 Defect Liability Period

- g) The Defect Liability Period (Maintenance Period) shall be **12 calendar months** starting from the date of issuance of the Completion Certificate.
- h) The Contractor shall promptly repair or rectify all Defects and deficiencies observed by the Engineer during the Defects Liability Period within a period of 15 (fifteen) days from the date of notice issued by the Engineer, in this behalf, or within such reasonable period as may be determined by the Engineer at the request of the Contractor, in accordance with Good Construction Practice.
- i) The scope of work during the Defects Liability Period includes regular maintenance of the constructed facility including painting/polish finishes and electrical fittings in good condition.
- j) The costs of making good all these defects shall be borne solely by the Contractor and deemed to be included in the rates quoted by Contractor.
- k) If the contractor does not rectify the defect or make good the deficiency, the work should be got redone or rectified through another agency, or departmentally by employing skilled labourers, at the contractor's cost with 25% of the cost as Liquidated Damages for non-performance. The amount shall be deducted from any monies due to the contractor or realization of any Bank guarantee.

5.5.4 Liquidated damages

The Contractor shall pay liquidated damages to the Employer at the rate of one tenth of one percent of contract value per calendar day in case of non-compliance work within the

Intended completion period. The total amount of liquidated damages shall not exceed 10% the contract amount. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.



6. General Conditions of Contract (GCC)

6.1 Scope of Work

6.1.1 Broad Scope of work

This Contract is for the execution of the Works by the Contractor for PSCDL, as per the Scope of works and Technical Specification as set out in Section 4.2 and in accordance with the terms and conditions of this Contract. The Contractor shall, during the term of this Contract, execute the Works and any other work, as may be required to fulfill its obligations under this Contract.

6.1.2 Quality Assurance

a. Inspection

The PSCDL/PMC and its authorised representative shall at all reasonable times have full access during production, manufacture and construction at the Site and at the Place of production, be entitled to examine, inspect, measure and test the Materials and workmanship, and to check the progress of manufacture of Materials.

The Contractor shall give the PSCDL/PMC and its authorised agents access, facilities, and safety equipment for carrying out their obligations under this Agreement.

b. Samples

The Contractor shall submit the samples of Materials and relevant information to the PSCDL/PMC for pre-construction review:

- 1) manufacturer's test reports
- 2) standard samples of manufactured Materials
- 3) samples of such other Materials as the PSCDL/PMC may require
- 4) Test reports as per prescribed frequency in specifications

c. Quality Control, Tests and Inspection

1. For determining that work conform to the Specifications and Standards, the PMC shall require the Contractor to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in Specifications and in accordance with Good Industry Practice for quality assurance.
2. During course of the execution if any other laboratory is approved by PSCDL for third party testing, the contractor can send the material to that laboratory also.
3. In the event that results of any tests conducted establish any Defects or deficiencies in work, the Contractor shall carry out remedial measures and furnish a report to the PMC in



this behalf. The PMC shall require the Contractor to carry out or cause to be carried out tests to determine that such remedial measures have brought work into compliance with the Specifications and Standards, and the procedure shall be repeated until such Works conform to the Specifications and Standards.

4. Inspection and acceptance of the work shall not relieve the Contractor from any of his responsibilities under this Contract.
5. After completion of all tests as per specifications, the whole work will be subject to a final inspection to ensure that work has been completed as per requirement. If any defects noticed in the work are attributable to Contractor these shall be attended by the Contractor at his own cost, as and when they are brought to his notice by the PMC / PSCDL. The Employer shall have the right to have these defects rectified at the risk and cost of the Contractor, if he fails to attend to these defects immediately.

6.1.3 Safety & Environment

a. Precautions to avoid any nuisance to the neighborhood / surrounding

All the necessary precautions to be taken during the implementation of the project (either during day or night), to avoid any nuisance or any harm causing to the neighborhood/surrounding areas of proposed construction site.

No complaint should be arise by the neighborhood /society dwellers, during the development work by contractor or any of the persons directly or indirectly related to the site work.

In case of any such conditions the contractor shall be fully responsible for the consequences & settlement.

b. Works at night

Subject to any provisions to the contrary contained in the contract, no work shall be carried out after day hours without the prior permission of the Engineer-in-charge except when the work is unavoidable circumstances, absolutely necessary, for saving life or property or for the safety of the work, in which case, the contractor shall immediately inform the Engineer-in-charge or his representative, provided always that the provision of this clause shall not be applicable in the case of any work which it is customary to carry out by double or rotary shifts in which case sufficient advance notice shall be given of the intention to work at night to the Engineer-in-charge after making all requisite arrangements and management of areas, materials and equipment's, required under any emergency etc.



The contractor can carry on work after office hours, if so required, subject to provide undertaking in writing, for expediting the progress on the works or for any other reasons of technical safety.

Whenever any work is required to be carried out at night in the interest of structural safety or any other reason with authorized to supervise, adequate lighting and other arrangement shall be made in advance by the contractor for proper execution and supervision of such work.

The contractor shall not be however entitled to claim any extra payments for night work. The responsibilities of all kind shall be of contractor.

c. Plant, Machinery & Job facility Area

The contractor will have to make his own arrangement for storage of materials, plants, equipment's, machineries to be used in the execution of this work well in time after award of the contract, at his own cost.

The land for facilitating the works shall be arranged by the contractor and maintained and re-instated after the implementation as per Environment mitigation norms.

The contractor shall allow the PSCDL/PMC or any person authorized by the PMC to access the site or a place where work in connection with the contract is being carried out or intended to be carried out or to any place where materials or plant are being manufactured / fabricated/ assembled for the works.

d. Environmental safeguards

The Contractor shall take action of following points and note the stipulations as under as regards environmental safeguards as stipulated by the Ministry of Environment, Forests and Climate Change.

e. Additional Conditions

Following additional conditions shall be binding on contractor during execution of work.

Any damage caused to either private or public property, services, structures etc. shall be made good by Contractor without any extra cost to the employer

Contractor need to ensure proper and adequate traffic safety signboards, barricades, lighting at night shall be displayed during day and night to ensure that no accidents take Place.



6.2 Payment Terms

6.2.1 Payment Certificates

a. The Contract Price:

PSCDL hereby agrees to pay to the Contractor for satisfactory discharge of its obligations under this Contract, amount of INR awarded. The Contract Price shall be the full and complete payment for the Contractor's performance of the obligations under this Contract and includes all costs necessary for execution of the Works.

The Contract Price shall be paid in accordance with and in the manner provided in the Special conditions of contract and Annexure 3.2 of this RFP.

The Contract Price shall be inclusive of all taxes and levies under applicable laws. For the avoidance of doubt, all the taxes and duties levied by the state government/ central government/ local bodies at the prevailing rates applicable on the date of Letter of Acceptance shall be fully borne by the Contractor and shall not be reimbursed to it by PSCDL on any account.

Any payment of the Contract Price or part thereof, made by PSCDL, shall not be deemed to constitute acceptance by PSCDL of the Works or any part(s) thereof and shall not relieve the Contractor of any of its obligations under this Contract.

b. Payment Statement

The Employer shall make payments to the Contractor as certified by the PMC on completion and valued in accordance to its amount awarded

The Contractor shall submit the statement for completed works. The PMC shall take or cause to be taken the requisite measurement for the purpose of having the same verified and the claim, so far as it is admissible, and shall issue the payment Certificate within 15 (fifteen) days from the presentation of the monthly statement.

c. Payment to the contractor on Payment certificates

Payment shall be made no later than 30 (thirty) days from the date of certification of the Payment Statement by the PMC subject to the submission being not required to be referred back to contractor for corrections.

The Employer shall deduct payments against statutory deductions such as TDS, GST/VAT, Cess etc. as per rules in force from time to time

d. Payment intermediate to certificates

No payment shall be made for any Works, intermediate to the payments certificates



e. Right to Withhold

The PMC may refuse to approve any payment because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved and paid to such extent as may be necessary in the opinion of the PMC to protect him from loss because :

- a) The Work is defective,
- b) Third party claims have been filed or there is reasonable evidence indicating probable filing of such claims,
- c) of the Contractor's failure to make payment properly to sub-contractor or for labor, materials or equipment,
- d) of damage to another Contractor, or to the property of others caused by the Contractor,
- e) of reasonable doubt that the Work cannot be completed for the unpaid balance of the Contract Price,
- f) of reasonable indication that the Work will not be completed within the Contract Period,
- g) of the Contractor's neglect or unsatisfactory prosecution of the Work including failure to clean up.
- h) In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute

Once the reasons that enable or require the PMC to withhold such payments are removed, payment will be made for amounts withheld due to such reasons to the extent the Contractor is entitled to.

f. Payment on reduced rates on account of items of Work not accepted by the PMC

The rates of amount, shall be valid only when the all items concerned is accepted as having been completed fully in accordance with the Technical Specifications.

g. Correction of Payment Certificates

The PMC may by Payment Certificate make any correction or modification of any previous Payment Certificate issued.

h. Overpayment & Post payment Audit

- i. The Employer further reserves the right to enforce recovery of any over payment when detected
- ii. Whenever any claim for the payment of a sum to the Employer arises out of or under this Contract against the contractor the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor



under this contract and failing that under any other contract with the Employer or from any sum due to the contractor with Employer, or from his retention money, or he shall pay the claim on demand.

- iii. The Employer reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc.
- iv. If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the Contractor or alleged to have been done by him under the contract, it shall be recovered by the PSCDL from the contractor by way of all the means prescribed above.

6.2.2 Price Adjustment

Price adjustment is not applicable in this contract/RFP.

6.2.3 Advance Payments and recovery

There is no advance payment for this work.

6.2.4 Release of Payments

- a) Payments shall be made by the Employer as per Clause 5.1 on satisfactory quality inspection and verification by the PSCDL's Official on the conformity on the Goods/ Products/ Services/ Solutions supplied as per the agreed specifications.
- b) The Employer shall, pay to the Contractor the amount which is stated as being finally due in the Final Payment Certificate within 60 (Sixty) days of receipt of the same and in that event no further amount shall ever become due and payable to the contractor in respect of this contract save and except as indicated in the final payment certificate.
- c) All the payment shall be made in Indian Rupees by RTGS/ NEFT on Bank in the name of the Contractor.
- d) All remittance charges shall be borne by the Contractor.
- e) Any liquidated damages, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments.
- f) Indirect taxes and levies and any statutory deductions as applicable, shall be deducted as per the prevalent rules and regulations.

6.2.5 Retention

- a) The Employer shall retain 10 % of the bill amount from each payment due to the Contractor until Completion of the whole of the Works.



- b) 50 % of the Retention money will be refunded to the Contractor upon issue of Completion Certificate and Certified by Engineer-in-Charge.
- c) Balance 50% will be released to the Contractor on successful completion of Defect Liability Period and upon issue of a Performance Certificate.
- d) Performance security will be returned on successful completion of Defect Liability Period and upon issue of a Performance Certificate.

6.2.6 Variations

Changes in the Quantities

- a. In this contract, no variation in any item of work is allowed. The bidder is bound to carry out all the items of work at the single quoted rate.
- b. However, within the contract period, whenever there is an order from PSCDL in writing to execute any additional work, the contractor is bound to do it at the quoted rate and the bidder shall not be entitled for any additional claim or compensation.

6.3 Liability & Indemnity and Confidentiality

6.3.1 Liability & Indemnity

- a. The Contractor will indemnify, defend, save and hold harmless the Employer and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the “Employer Indemnified Persons”) against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Contractor of any of its obligations under this Agreement or from any negligence under the Agreement, or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Employer Indemnified Persons.
- b. The Contractor shall fully indemnify, hold harmless and defend the Employer and the Employer Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:
 - i. failure of the Contractor to comply with Applicable Laws and Applicable Permits;
 - ii. payment of taxes required to be made by the Contractor in respect of the income or other taxes of the Sub-contractors, suppliers and representatives; or



-
- iii. Non-payment of amounts due as a result of Materials or services furnished to the Contractor or any of its Sub-contractors which are payable by the Contractor or any of its Sub-contractors.
 - iv. The Contractor shall fully indemnify, hold harmless and defend the Employer Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Employer Indemnified Persons may hereafter suffer or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information or process used by the Contractor or by the Sub-contractors in performing the Contractor's obligations or in any way incorporated in or related to the Project.
 - v. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Contractor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order.
 - vi. If, in any such suit, action, claim or proceedings, the Work, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Contractor shall promptly make every reasonable effort to secure for the PSCDL a license, at no cost to the PSCDL, authorizing continued use of the infringing work.
 - vii. If the Contractor is unable to secure such license within a reasonable time, the Contractor shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work or part or process, or modify the same so that it becomes non-infringing

6.4 Confidentiality

- a) PSCDL and the Successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract except information available on public domain.



- b) The Successful Bidder shall not use the documents, data, and other information received from PSCDL for any purpose other than the services required for the performance of the Contract.

6.5 Labour Laws and Welfare

6.5.1 Labour Laws to be complied by the Contractor

- a. Notwithstanding any provision as may find here below, Contractor without an exception and limitation shall be liable for complete adherence and responsibilities arising out of all the labour laws as may be in force or as may become effective from time to time. The contractor shall obtain a valid license under the Contract Labour (R & A) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act, 1986. The contractor shall also comply with the provisions of the building and other construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996.
- b. The contractor shall ensure the registration of all eligible workers (inclusive of those of subcontractors and petty contractors) with construction workers welfare board.
- c. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non- execution of the work.
- d. No labour below the age of fourteen years shall be employed on the work.

6.5.2 Payment of Wages

The contractor shall pay to the labour employed by him either directly or through sub-contractors, wages not less than fair wages as defined in the Contractor's Labour Regulations or as per the provisions of the contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

The contractor shall, notwithstanding the provisions of any contract to the contrary, cause to be paid fair wage to labour indirectly engaged on the work, including any labour engaged by his sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

In respect of all labour directly or indirectly employed in the works for performance of the contractor's part of this contract, the contractor shall comply with or cause to be complied with the Central Public Works Department contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wages period, deductions



from wages recovery of wages not paid and deductions un-authorized made, maintenance of wage books or wage slips, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of the like nature or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970, and the Contract Labour (Regulation and Abolition) Central Rules, 1971, wherever applicable.

- a. The Engineer-in-Charge concerned shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reasons of non-fulfillment of the conditions of the contract for the benefit of the workers, non-payment of wages or of deductions made from his or their wages which are not justified by their terms of the contract or non-observance of the Regulations.

Under the provision of Minimum Wages (Central) Rules 1950, or statutory modification thereof, the contractor is bound to allow to the labors directly or indirectly employed in the works one day rest for 6 days continuous work and pay wages at the same rate as for duty. In the event of default, the Engineer-in-Charge shall have the right to deduct the sum or sums not paid on account of wages for weekly holidays to any labors and pay the same to the persons entitled thereto from any money due to the contractor by the Engineer-in- Charge concerned.

- b. The contractor shall comply with the provisions of the following
 - i. Payment of Wages Act, 1936,
 - ii. Minimum Wages Act, 1948,
 - iii. Employees Liability Act, 1938,
 - iv. Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947
 - v. Maternity Benefits the modifications thereof
 - vi. Or any other laws relating thereto and the rules made there under from time to time.
- c. The contractor shall indemnify and keep indemnified PSCDL against payment to be made under and for the observance of the laws aforesaid and the Contractor's Labour Regulation without prejudice to his right to claim indemnify from his sub-contractors.
- d. The laws aforesaid shall be deemed to be a part of this contract and any breach thereof shall be deemed to be a breach of this contract

6.6 Force Majeure

- a) The Contractor shall not be liable for termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, Force Majeure means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due



to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of PSCDL in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes and natural calamities.

- c) If a Force Majeure situation arises, the Contractor shall promptly notify PSCDL in writing of such condition and the cause thereof. Unless otherwise directed by PSCDL in writing, the Contractor shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.6.1 Settlement of Disputes

1. Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 (thirty) days after the receipt. If that party fails to respond within 30 (thirty) days, or the dispute cannot be amicably settled within 60 (sixty) days following the response of that party, Cause GCC 6.6.1 (2) shall become applicable.

2. Arbitration:

- a) In the case of dispute arising, upon or in relation to, or in connection with the contract between PSCDL and the Contractor, which has not been settled amicably, any party can refer the dispute for Arbitration under the (Indian) Arbitration and Conciliation (Amendment) Act, 2015. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the PSCDL and the Contractor, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 (thirty) days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by The Chief Executive Officer Puducherry Smart City Development Limited. The Arbitration and Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.
- b) Arbitration proceedings shall be held in Puducherry, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by



PSCDL and the Contractor. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

6.7 Time of Completion

6.7.1 Construction Period

The time of completion of the works for the implementation of the project as per the deliverable in Clause 5.5.2 shall be the period specified in the Special conditions of contract / Contract Data reckoned from the seventh day of issuance of the Letter of Acceptance or from the date of signing of the contract agreement whichever is earlier.

6.7.2 Construction Programme

The Contractor shall submit a detailed construction programme/schedule for the project implementation within seven days of from the date of signing of agreement, with respect to each location. The Programme shall be in the order in which he intends to carry out the work including the anticipated timing of procurement, deployment of resources and quantities involved

Contractor shall promptly give notice of probable future events or circumstance which may adversely affect the work. If at any time actual progress is too slow to achieve target Programme and/or progress has fallen behind the current Programme then the PMC may instruct the contractor to submit revised Programme with plan to mitigate time.

6.7.3 Extension of Time

The work shall have to be completed within originally stipulated period as indicated in the contract. Time is essence of contract and failure to adhere to the time of completion shall attract liability for the contractor to pay Liquidated Damages as specified in Clause 5-5.4

- a. However, it has been agreed between the parties that in event of any variation or change taking place affecting the time of completion, time adjustment shall be made by Employer for which no additional cost will be payable. Such time extension shall ordinarily be for exceptionally adverse climatic conditions, enforceable shortage in availability of materials or any delay, impediment or prevention caused by or attributable to the Employer.
- b. If the contractor shall desire an extensions of time for completions of work on the ground of his having been "UNAVOIDABLY" hindered or on compensation event(s) or on any other ground(s), he must apply giving all and complete details of such hindrances and/or compensation event(s) and/or other cause(s) in writing, to the



Employer with copy to the PMC, positively within 15 (Fifteen) days of occurrence of such hindrance(s)/compensation event(s)/other cause(s) and seek specific extension of time (period from..... to.....).

- c. Failure on the part of the contractor for not applying extension of time even within 30 days of the cause of such an hindrance, it shall be deemed that the contractor does not desire extension of time and that he has “Waived” his right if any to claim extension of time for such cause of hindrance.
- d. If at any time during performance of the Contract, the Contractor encounters condition impeding timely delivery of the Services, the Contractor shall promptly notify PSCDL in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor’s notice, Employer shall evaluate the situation and may at its discretion extend the time for performance in writing.
- e. Delay by the Contractor in the performance of its Delivery and Completion obligations shall render the bidder liable for disqualification for any further bids in PSCDL and Liquidated Damages levied as per Clause .5.5.4 unless an extension of time is agreed mutually.

6.7.4 Deleted

6.8 Termination

1. PSCDL may, without prejudice to any other remedy for breach of Contract, terminate this Contract in case of the occurrence of any of the events specified in points (2) to (11) of this GCC Clause 6.8. In such an occurrence, PSCDL shall give not less than 30 (thirty) days’ written notice of termination to the Contractor.
2. If the Contractor does not remedy a failure in the performance of its obligations under the Contract, within 15 (fifteen) days after being notified or within any further period as PSCDL may have subsequently approved in writing.
3. If the Contractor becomes insolvent or goes into liquidation, or receiver is appointed whether compulsory or voluntary.
4. If, in the judgment of PSCDL, the Contractor has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
5. If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days.
6. If the Contractor submits to the PSCDL a false statement which has a material effect on the rights, obligations or interests of PSCDL.



7. If the Contractor places itself in a position of conflict of interest or fails to disclose promptly any conflict of interest to PSCDL.
8. If the Contractor fails to provide the quality services as envisaged under this Contract, PSCDL may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. PSCDL may decide to give one chance to the Successful Bidder to improve the quality of the services.
9. If the Contractor fails to comply with any final decision reached as a result of arbitration proceedings.
10. If PSCDL, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
11. In the event PSCDL terminates the Contract in whole or in part, pursuant to this GCC Clause 6.8, PSCDL may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered or not performed, and the Contractor shall be liable to PSCDL for any additional costs for such similar services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

6.8.1 Payment upon Termination

Upon termination of this Contract pursuant to GCC Clause 6.8, the PSCDL shall make the following payments to the Contractor:

- a) If the Contract is terminated pursuant to GCC Clause 6.8, sub clause 10, Contractor shall be paid the value of work done up to the date of Termination of the Contract, less payments received, less other recoveries due in terms of the Contract as determined by the Engineer.
- b) If the agreement is terminated pursuant of GCC Clause 6.8 (1), (2), (3), (4), (5), (6), (7), (8) and (9), the Contractor shall not be entitled to receive any agreed payments upon termination of the contract. However, the PSCDL may consider making a payment for the part satisfactorily performed on the basis of *quantum merit* as assessed by it, if such part is of economic utility to the PSCDL. The PSCDL may also impose liquidated damages as per the terms of this RFP. The Contractor will be required to pay any such liquidated damages to PSCDL within 30 (thirty) days of termination date.

6.9 Liquidated Damages

- a. If contractor fails to comply with time for completion the contractor being given notice to make good the time fails to do so to the satisfaction of PMC, he shall be liable to pay LD/Delay Damages for the default.



- b. In case of failure to complete the work/ supply in time the Liquidated Damages shall be levied at the rates given in the Special Conditions of Contract vide Clause 5.5.4 subject to maximum of 10% of the Total project cost.
- c. If the total LD exceeds beyond 10%, it would be considered as non-conformance to the quality of Services and may lead to termination of the Contract and PSCDL may on their sole discretion terminate the contract. These damages shall not release the contractor from its obligation to complete the job or from any duties or responsibilities which he may have under the contract.
- d. These damages shall not release the contractor from its obligation to complete the job or from any duties or responsibilities which he may have under the contract.
- e. Employer will deduct amount of liquidated damages from due payments to contractor.

6.10 Other Conditions

6.10.1 Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of India.

The Contractor should comply with all applicable laws and rules of Government of India/ Government of Puducherry/Puducherry Municipality/ Puducherry Smart City Development Limited.

6.10.2 Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract.

6.10.3 Employment rights

The support executive(s)/ supervisor(s)/ staffs deployed by the Contractor shall not have right to demand for any type of permanent employment with PSCDL or its allied Offices.

6.10.4 Employer's right to alter

The Puducherry Smart City development Limited reserves the right to withdraw/ relax any of the terms and condition mentioned in the RFP, so as to overcome the problem encountered at a later stage for the smooth and timely execution of the project.



6.11 Risk Purchase

In case the Contractor fails to deliver the project due to inadvertence, error, collusion, incompetency, termination, misconstruction or illicit withdrawal, the Puducherry Smart City development limited reserves the right to procure the same or similar services from the alternate sources at risk, cost and responsibility of the Contractor.

Annexure 1 - Guidelines for Pre-Qualification Proposal

Annexure 1.1 - Check-list for the documents to be included in the Technical Proposal

S.No.	List of Document	File Name	Submitted(Y/N)	Description
1	Proof of Tender Fee and EMD submitted			
2	Bid Covering Letter As per format provided at Annexure 2.2		Reference No: Date of Letter:	
3	Bidders' Particulars As per format provided at Annexure 1.3		Name of bidder(s):	
4	Power of Attorney in favor of Authorized signatory As per format provided at Annexure 6		Date of PoA: Name of Authorized Person:	
5	Copy of Certificate of Incorporation /Registration under Companies Act, 1956/2013 or corresponding Act in abroad		Registration Number: Date of Incorporation:	
6	Copy of Certificate from the Statutory Auditor for the last 3 (Three) financial years.		Year-wise Details Turnover	
7	Valid copy of the ISO 9001:2008 or higher certification		Issuing By: Issuing Date: Validity Date:	
8	Declaration for Not blacklisted by Central/State Government/ PSU entity in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other		Reference No: Date of Letter:	



S.No.	List of Document	File Name	Submitted(Y/N)	Description
	unethical business practices as on date of submission of the proposal.			
9	Valid Copy of PAN		Ref No.	
10	Valid copy of GSTIN registration		Ref No.	
			Date	
11	Project citation report to support that the Bidder* have successfully completed works in last 5 (Five) financial years.			As per Annexure 2.3
12	Project citation report to support the ongoing/ awarded work of the Bidder*.			As per Annexure 2.4
13	Evaluation of the Bid capacity			as per Cl. 1.4.6.4

Annexure 1.2 – Deleted



Annexure 1.3 - Format to share Particulars of the Bidder

The Table below provides the format in which general information about the bidder must be furnished.

Sl. No	Information	Details
1.	Name of bidder	
2.	Address and contact details of bidder	
3.	Firm Registration Number and Year of Registration	
4.	Web Site Address	
5.	Status of Company (Public Ltd., Pvt. Ltd., LLP etc.)	
6.	GST Registration No.	
7.	Permanent Account Number (PAN)	
8.	Revenue for the last 3 years (Year wise)	
9.	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP	
10.	Telephone number of contact person:	
11.	Mobile number of contact person:	
12.	Fax number of contact person:	
13.	E-mail address of contact person:	
14.	Organization chart with Name, designation and contact nos. of the management team to be attached	

Please submit the relevant proofs for all the details mentioned above along with your bid response

Authorized Signatory

Name

Seal



Annexure 2 - Guidelines for Technical Proposal

Annexure 2.1 - Deleted

Annexure 2.2. - Technical Bid Cover Letter

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

To

**The Chief Executive Officer
Puducherry Smart City Development Limited
No.2, Bussy Street,
Old Court Building,
Puducherry 605 001
E-mail: gmplanpscdl@gmail.com
Telephone: +91 413 22 24 431**

Sub.: Request for Proposal for “Improvement of Bharathy Park and Rocky fountain in Puducherry” under Smart City Mission.

RFP Reference No: 019/PSCDL/2020

Dear Sir/ Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for **“Improvement of Bharathy Park and Rocky fountain in Puducherry” Under Smart City Mission** (hereinafter referred to as “Project”).

We hereby declare that:

- a. We have submitted EMD of INR [-----] through online and Tender fee of INR [-----] in through online
- b. We hereby declare that all information and details furnished by us in the bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- c. We agree to abide by our offer for a period of 120 days from the date of opening of Technical bid prescribed by **PSCDL** and that we shall remain bound by a communication of acceptance within that time.

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in **“Improvement of Bharathy Park and Rocky fountain in Puducherry” under Smart City Mission** put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and PUDUCHERRY SMART CITY DEVELOPMENT LIMITED or its appointed representatives.



If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized bank in India, for a sum of equivalent to 5% of the contract value for the due performance of the contract.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to PUDUCHERRY SMART CITY DEVELOPMENT LIMITED is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead PUDUCHERRY SMART CITY DEVELOPMENT LIMITED as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Date:

(Signature)

(Name)

(In the capacity of)

[Seal / Stamp of bidder]

Witness Signature:

Witness Name:

Witness Address:



Annexure 2.3. – PROJECT CITATION REPORT – COMPLETED WORKS

Statement showing the similar works completed in the last five years.

Sl. No.	Name of Department / Client with Address	Name of work	Estimated cost of work put to Tender	Tendered Amount	Date of award of contract	Completion of work as per contract and date of completion		Actual Amount of work completed	Time limit in year and months		Percentage rate and amount of Liquidated Damages	Reasons for delay In completion of work	Remarks
						Target Date	Completion Date		Original	Extended			
									Y M	Y M			
1	2	3	4	5	6	7a	7b	8	9a	9b	10	11	12

Note : - (1) Attested Copies of Work Order and Completion Certificates issued by not below the rank of Executive Engineer shall be attached.

(2) It is mandatory to furnish details in this format only.

Signature of Bidder



Annexure 2.4. – PROJECT CITATION REPORT – ONGOING WORKS/AWARDED

Statement showing the similar works ongoing / awarded.

Sl. No.	Name of Department / Client with Address		Estimated cost of work put to Tender	Tendered Amount	Date of award of contract	Completion of work as per contract and date of completion		Actual Amount of work completed	Time limit in year and months		Percentage rate and amount of Liquidated Damages	Reasons for delay In completion of work	Remarks
		Name of work				Target Date	% Progress		Original	Extended			
1	2	3	4	5	6	7a	7b	8	9a	9b	10	11	12

Note: -(1) Attested Copies of Work Order and Completion Certificates issued by not below the rank of Executive Engineer shall be attached.

(2) It is mandatory to furnish details in this format only.

Signature of Bidder

Annexure 2.5 – Deleted



Annexure 3 - Guidelines for Financial Proposal

Annexure 3.1 - Financial Proposal Cover Letter

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

To

The Chief Executive Officer

Puducherry Smart City Development Limited

No.2, Bussy Street,

Old Court Building,

Puducherry 605 001

E-mail: gmplanpscdl@gmail.com

Telephone: +91 413 22 24 431

Subject: Bid for “Improvement of Bharathy Park and Rocky fountain in Puducherry” under Smart City Mission

RFP Reference No: 019/PSCDL/2020

Dear Sir / Madam,

1. We, the undersigned bidder, having read and examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, offer to supply/ work in conformity with the captioned bidding document.
2. We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of government taxes/ duties in the financial bid.
3. We undertake, if our bid is accepted, to deliver the goods and services in accordance with the deliverables schedule specified in Clause 4.2. of the RFP.
4. We undertake to successfully operationalize the Project as per scope of work mentioned in the RFP document.
5. We have examined and have no reservations to the Bidding Documents, including any corrigendum/ addendums issued by PUDUCHERRY SMART CITY DEVELOPMENT LIMITED;
6. We understand that any additional hardware and software required to make the Project operational shall have to be provided by us.
7. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as prescribed in the RFP.
8. We agree to abide by this bid for a period of 120 days from the last date of bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.



9. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
10. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
11. We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms and conditions as mentioned in the RFP document and declare that we have not submitted any deviations in this regard.

In witness thereof, we submit this bid under and in accordance with the terms of the RFP document.

Date:

Yours faithfully,

Place:

(Signature of the Authorised signatory)

(Name and designation of the of the Authorised signatory)

Name and seal of bidder



Annexure 3.2 - Financial Proposal Format & Instructions

To be submitted on e-Tendering Portal only (i.e. www.pudutenders.gov.in)

“Improvement of Bharathy Park and Rocky fountain in Puducherry”

Under Smart City Mission

S. No	Description of work	Quantity	Unit	Rate Rs	Amount Rs
1	Adult fitness equipment: Supply and fixing the Adult fitness equipment in the identified Park location including all required civil work. The equipment should be of thickness of 6mm FRP (Fiber reinforced plastic). All Metallic parts used will be of Galvanized steel, Rust Proof and durable. GI Pipe Finish with PP powder coating, UV Resistant and Durable. as per the drawing enclosed				
	Air walker double: Main pipe Dia-127mm, Thickness-4.5mm, Base plate Dia-215mm, Thickness-10mm, size- 1300x610x1350mm, GI Pipe, PP Plastic for Foot rest, PP Plastic cap (All), PP Plastic Bearing caps, Premium Rubber Handel, SS304 Nut Bolt for bearing, GI Nut Bolts, PP Powder Coating, (7 tanks powder coating Process).	3	No		
	Abdominal double: Main pipe Dia-127mm, Thickness-3mm, Base plate Dia-215mm, Thickness-10mm, size-1600x1065x580mm, GI Pipe, PP Plastic for Foot rest, PP Plastic cap (All), PP Plastic Bearing caps, Premium Rubber Handel, SS304 Nut Bolt for bearing, GI Nut Bolts, PP Powder Coating, (7 tanks powder coating Process).	2	No		
	Dual skier: Main pipe Dia-127mm, Thickness-4.5mm, Base plate Dia-215mm, Thickness-10mm, size:- 1545x 660x 1700 mm, GI Pipe, PP Plastic for Foot rest, PP Plastic cap (All), PP Plastic Bearing caps, Premium Rubber Handel, SS304 Nut Bolt for bearing, GI Nut Bolts, PP Powder Coating (7 tanks powder coating Process).	1	No		
	Shoulder wheel: Main pipe Dia-127mm, Thickness-3mm, Base plate Dia-215mm, Thickness-10mm, size-875x635x1740mm, GI Pipe, PP Plastic for Foot rest, PP Plastic cap (All), PP Plastic Bearing caps, Premium Rubber Handel, SS304 Nut Bolt for bearing, GI Nut Bolts, PP Powder Coating (7 tanks powder coating Process).	3	No		
	Triple twister: Main pipe Dia-127mm, Thickness-3mm, Base plate Dia-215mm, Thickness-10mm, size-1775x1775x1475 mm, Dia - 1500mm Round, GI Pipe, PP Plastic for Foot rest, PP Plastic cap (All), PP Plastic Bearing caps, Premium Rubber Handel, SS304 Nut Bolt for bearing, GI Nut Bolts, PP Powder Coating (7 tanks powder coating Process).	3	No		
	Leg press double: Main pipe Dia-127mm, Thickness-3mm, Base plate Dia-215mm, Thickness-10mm, size - 2185x460x1700 mm, GI Pipe, PP Plastic for Foot rest, PP Plastic cap (All), PP Plastic Bearing caps, Premium Rubber Handel, SS304 Nut Bolt for	3	No		



S. No	Description of work	Quantity	Unit	Rate Rs	Amount Rs
	bearing, GI Nut Bolts, PP Powder Coating (7 tanks powder coating Process).				
	Parallel bars: Main pipe Dia-127mm, Thickness-3mm, Base plate Dia-215mm, Thickness-10mm, size-1780x710x1470mm, GI Pipe, PP Plastic for Foot rest, PP Plastic cap (All), PP Plastic Bearing caps, Premium Rubber Handel, SS304 Nut Bolt for bearing, GI Nut Bolts, PP Powder Coating (7 tanks powder coating Process).	3	No		
	Cross trainer: Main pipe Dia-127mm, Thickness-3mm, Base plate Dia-215mm, Thickness-10mm, size-1370x660x1755 mm, GI Pipe, PP Plastic for Foot rest, PP Plastic cap (All), PP Plastic Bearing caps, Premium Rubber Handel, SS304 Nut Bolt for bearing, GI Nut Bolts, PP Powder Coating (7 tanks powder coating Process).	2	No		
	Pull up: Main pipe Dia-127mm, Thickness-3mm, Base plate Dia-215mm, Thickness-10mm, size: 609x1397 x2222mm, GI Pipe, PP Plastic for Foot rest, PP Plastic cap (All), PP Plastic Bearing caps, Premium Rubber Handel, SS304 Nut Bolt for bearing, GI Nut Bolts, PP Powder Coating (7 tanks powder coating Process).	3	No		
	Knee chair: Main pipe Dia-127mm, Thickness-3mm, Base plate Dia-215mm, Thickness-10mm, size: 736x 838x168mm, GI Pipe, PP Plastic for Foot rest, PP Plastic cap (All), PP Plastic Bearing caps, Premium Rubber Handel, SS304 Nut Bolt for bearing, GI Nut Bolts, PP Powder Coating (7 tanks powder coating Process).	1	No		
2	Children's play equipment Supply and fixing the Children's play equipment in the identified Park location including all required civil work. The equipment should be of thickness of 6mm FRP (Fiber-reinforced plastic). All Metallic parts used Galvanized steel, Rust Proof and durable, GI Pipe Finish with PP powder coating, UV Resistant and Durable. As per the drawing enclosed				
	Four-seater swing Structure: Galvanized Steel Pipe in dia 48 and 60mm, Rust Proof and durable. Finish with PP powder coating Accessories: 8 nos. Rubber Coating Galvanized Chain (Rust Proof), 4 nos. FRP Seat, 8 nos. Nylon Clamp with Ball Bearing (Voice Proof and water proof), 16 nos. Stainless Steel SS Hooks, Galvanized Nut, Bolts (Rust Proof) duly covered under PP plastic cap Size : Length 15ft, Height 7ft Age Group : 2 year to 16 year	2	No		
	Multi Activity Play Station: Double Wave Slide 5ft : 1 no Wave Slide 5ft : 1 no Spiral Slide 5ft : 2 nos FRP Tunnel FRP Bridge Metallic Railing Metallic Ladder FRP Rock Climber Hut Canopy Semi Dome Canopy	1	No		
	Three in one combo slide Structure: FRP Slide, Galvanized Steel Pipe, Rust Proof and durable Finish with PP powder coating Size: Platform Height 7ft	1	No		



S. No	Description of work	Quantity	Unit	Rate Rs	Amount Rs
	Safety Precaution: FRP Accessories are made by only UV registrant raw material; it has upto 6mm thickness (heavy-duty Fiber). We designed FRP Slides with various safety precautions like Slide depth and safe ending part. Age Group : 2 year to 16 year				
	Four-Seater See Saw Structure: Galvanized Steel Pipe in dia 87mm, Rust Proof and durable. Finish with PP powder coating Size: Length 8ft, Height 1ft 6 inches, Width 4ft Accessories: 4 nos. FRP Seat (UV Registrant, Durable, Rust Proof), 4 nos. Ball Bearing , Galvanized Pipe, Galvanized Nut, Bolts (Rust Proof) duly covered under PP plastic cap, Age Group : 2 year to 16 year	2	No		
	Climber Structure : Galvanized Steel Pipe, Rust Proof and durable, Finish with PP powder coating Accessories : Galvanized Pipe Structure Galvanized Nut, Belt(Rust Proof) duly covered under PP plastic cap Size : Height 5ft, Width 18 inches, Length 7ft Age Group : 5 year to 15 year	2	No		
	Spring Rider Structure : FRP rider, Galvanized Steel Pipe, heavy-duty MS Spring with Galvanized Coating, Rust Proof, heavy and durable Structure duly Finish with PP powder coating FRP Duck is made by FRP (Fiber Reinforced Plastic) duly finish with PU Paint, UV Registrant Accessories : FRP Duck Seat with handle GI Pipe Structure, Heavy-duty spring, Galvanized Nut, Bolts (Rust Proof) Size : Height 3ft, Length 2.5 ft, Width 1.5 ft Age Group : 1 year to 5 year	4	No		
3	Benches: Supply and installation of cast iron benches made out of 40mm CI angle and wooden seat and back rest of 30mm thick in the CI angle as per the drawing enclosed	8	No		
4	1. Welding cake for four rings and Doom fountain: Renovation of exiting fountain of the Bharathi park as per detail enclosed from the annexure	1	No		
	2.Sound fountain: Renovation of exiting fountain of the Bharathi park as per detail enclosed from the annexure	1	No		
	3. Lady fountain: Renovation of exiting fountain of the Bharathi park as per detail enclosed from the annexure	1	No		
5	Fountain: Providing and renovation of exiting fountain as per design. This rate inclusive of cost of martial, welding electrification and all labour changes etc. As direct by engineer –in -charge	1	No		
6	Pennisetum setaceum grass Bermuda grass and Doob grass	12	No		
7	Ficus pandax: Supply and stacking of plant Ficus panda of height 60-90cm with 8-10 branches and healthy foliage bushy in big size HDPE bag Golden duranta Providing and displaying of Duranta Golden plant having ht 15 to 20 cm bushy shape plant with fresh and healthy leaves in 20cm size of earthen	20.25	m2		



S. No	Description of work	Quantity	Unit	Rate Rs	Amount Rs
	port/plastic pot & as per direction of the officer-in-charge				
8	Alternanthera red Ground Cover Alternanthera species plant of height 15cm to 20cm full of branches and foliage in 15cm size of Earthen Pot/Plastic pot	6	No		
9	Providing and laying 40 x 45 cm gray granite slab of thickness 3cm in the pavements top surface flame finished with neat edges, 1cm wide recessed cement pointing, laid over 2cm thick cement mortar.	13.2	m2		
10	Spot light: Ground embedded spot light to highlight the fountain wall	10	No		
11	Marble Pebble Unpolished In a 1'x1' area, 3.5kg of 25mm pebbles will be required generally, unpolished pebbles	466.67	Kg		
12	Roystonea regia Palm: Supply and planting of palms assorted varieties Pkt. The rate including cost of plant, labour charge for planting and watering the plants till starts growing etc., as per direction of the Engineer-in-charge	1	No		
13	Supplying and filling in plinth with M sand under floors including, watering, ramming consolidating and dressing complete	24.92	m3		
14	Earth work in excavation by mechanical means (Hydraulic excavation) / manual means over areas (exceeding 30 cm in depth, 1.5m width as well as 10sqm on plan) including getting out and disposal of excavated earth, lead upto 50m and lift upto 1.5m - all kinds of soil	30.27	m3		
15	Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering. - All work upto plinth level -1:5:10 (1 cement :5coarse sand : 10 graded stone aggregate 40mm nominal size)	27.19	m3		
16	Brick work with common burnt clay FPS bricks of class designation 7.5 in foundation and plinth in cement mortar 1:4 (1 cement: 4 coarse sand)	3.01	m3		
17	Providing and laying 60mm thick factory made cement concrete interlocking paver block of M-30 grade made by block making machine with strong vibratory compaction and of approved size and design /shape laid in required colour and pattern over and including 50mm thick compacted bed of course sand, filling the joints with coarse sand etc. filling the joints with course sand etc. all complete	27.2	m2		
18	Clearing jungle including uprooting of rank vegetation, grass, brush wood, trees and saplings of girth upto 30 cm measured at a height of 1 m above ground level and removal of rubbish upto a distance of 50 m outside the periphery of the area cleared.	20	m2		



S. No	Description of work	Quantity	Unit	Rate Rs	Amount Rs
19	Providing and laying ceramic glazed floor tiles of size 300x300 mm (thickness to be specified by the manufacturer), of commercial quality conforming to IS :15622, of approved make (Bell / Johnson /Regency / Somany / Naveen / Asian) in colours such as white, Ivory, Grey, Fumered brown ,laid on 20 mm thick cement mortar 1:4 (1 cement : 4 coarse sand), including pointing joints with white cement and matching pigment etc. , complete	210	m2		
20	12mm cement plaster of mix: Cement mortar 1:4 (1 cement : 4 fine sand)	9	m2		
21	White washing with lime to give on even shade -New work (three or more coats).	9	m2		
22	Finishing walls with acrylic smooth exterior paint of required shade - New work (two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg / 10 sqm	9	m2		
23	Providing and fixing G.I chain link fabric fencing of required width in mesh size 50x50mm including strengthening with 2mm dia wire or nuts bolts and washers as required complete as per the direction of in charge - Made of G.I wire of dia 4mm	90	m2		

Instructions:

- PUDUCHERRY SMART CITY DEVELOPMENT LIMITED does not guarantee the quantity for the particular line items given above. The actual quantity for the given items may vary. The payment shall be made based on unit cost quoted for the particular item on actual work/ item is undertaken/ supplied.
- All items provided should be under Insurance. The Insurance should be for entire duration of the Project including Defect Liability period and comprehensive covering damages for Theft, Fire, Natural Calamities, Riots and Terrorists activities etc as per clause 3.9.
- All the prices are to be entered in Indian Rupees only
- PUDUCHERRY SMART CITY DEVELOPMENT LIMITED reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- Rates to be quoted in considering that all the items and services to be provided at the locations provided by PUDUCHERRY SMART CITY DEVELOPMENT LIMITED.
- The rates quoted shall include all Taxes, Duties and Levies including GST which will be deducted as per standard practice.
- The bidder needs to account for all Out of Pocket expenses, no additional payment shall be made by PUDUCHERRY SMART CITY DEVELOPMENT LIMITED whatsoever.
- The bidder should refer the RFP document for details on the technical requirements of the system and the benchmark specifications for the items mentioned in the financial formats.



- j) Any component/ fixtures/ ancillary/ adjunct to the specified item shall be deemed to have been included in the unit rates quoted above.



Annexure 4 - Format for Declaration by the bidder for not being Blacklisted/Debarred

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

To

**The Chief Executive Officer
Puducherry Smart City Development Limited
No.2, Bussy Street,
Old Court Building,
Puducherry 605 001**

Subject: Declaration for not being debarred/ black-listed by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally as on the date of submission of the bid

RFP Reference No: 019/PSCDL/2020

Dear Sir/ Madam,

I, authorized representative of _____, hereby solemnly confirm that the _____ ("Company") is not debarred/ black - listed by Central Government/ any State Government/ Public Sector Undertaking in India or similar agencies globally for unsatisfactory past performance, corrupt, fraudulent or any other unethical business practices or for any other reason as on last date of submission of the bid.

In the event of any deviation from the factual information/ declaration, PUDUCHERRY SMART CITY DEVELOPMENT LIMITED reserves the right to reject the bid or terminate the Contract without any compensation to the Company.

Thanking you,
Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:



Annexure 5 - Format of sending pre-bid queries

RFP Reference No: 019/PSCDL/2020

Bidder's Request for Clarification				
Name and complete official address of Organization submitting query/request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:	
S.No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required
1				
2				

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

Note: Bidders are requested to send the queries in PDF with Sign and Company Seal and also in MS Excel in the above format for making consolidation process easy.



Annexure 6 - Power of Attorney

(On a non-judicial stamp paper of appropriate value duly attested by notary public)

Know all men by these presents, we (name and address of the registered office of the Sole Applicant) do hereby constitute, appoint and authorize Mr./ Ms. _____ R/o _____ who is presently employed with us and holding the position of _____, to do in our name and on our behalf, all such acts, deeds and things, necessary in connection with or incidental to the bid for **“Improvement of parks at various locations under Smart City Mission - in Puducherry”** (the “Project”), including signing and submission of all documents and providing information/ responses to PUDUCHERRY SMART CITY DEVELOPMENT LIMITED and representing us in all matters in connection with our bid for the said Project.

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

For (Signature)

(Name, Title and Address)

Accept

..... (Signature)

(Name, Title and Address of the Attorney)

Notes:

1. To be executed by the Applicant.
2. The mode of execution of Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution/ Power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the bidder.



Annexure 7 - Format for Bank Guarantee for Earnest Money Deposit

Deleted



Annexure 8 - Format for Performance Bank Guarantee

For Contract Performance Bank Guarantee

Ref: < --- >

Date: _____

Bank Guarantee No.: _____

To

**The Chief Executive Officer
Puducherry Smart City Development Limited
No.2, Bussy Street,
Old Court Building,
Puducherry 605 001
E-mail: gmplanpscdl@gmail.com
Telephone: +91 413 22 24 431**

Dear Sir/Madam,

PERFORMANCE BANK GUARANTEE – For <Project Name>

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956/2013, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (Hereinafter,

referred to as “Contract”) with you for **“Improvement of Bharathy Park and Rocky fountain in Puducherry” under Smart City Mission** in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of the bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of 5% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 5% of the Total Contract Value i.e.,.....<in words> without any



Demur. Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold valid till 12 months of defective liability period after completion date and released upon issue of Contract Performance Certificate, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 12 months of defective liability period after the completion date.

We further agree that the termination of the said Contract, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights: Requiring to pursue legal remedies against PUDUCHERRY SMART CITY DEVELOPMENT LIMITED; and for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We, the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Not with standing anything contained hereinabove, our liability under this Performance Guarantee is restricted to 5% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.



We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of PSCDL by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any further arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 5% of the Total Contract Value. This Performance Bank Guarantee shall be valid only from the date of signing of Contract to completion of defects Liability Period date; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 12 months of defective liability period after the completion date.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts. This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this Day 20....

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite PSCDL conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.



Annexure 9 - Letter of Acceptance**[On letterhead paper of the Employer]**

Ref No.....

[Date].....To: **[Name and address of the Contractor]**.....Subject... **[Notification of Award Contract No]**.....

This is to notify that your bid submitted for the subject work is hereby accepted by PSCDL for the contract price of **Rs...../- (Rupees only)** declaring you as the “Successful Bidder”. In accordance with Clause 3.5.3 of the RFP, you are requested to sign and return the duplicated copy of this LoA in acknowledgement thereof within 7 days of receipt of this LoA.

Further, as per RFP documents the Contractor for due and faithful performance of its obligation during the Construction Period as well as Defects Liability Period (DLP) shall submit unconditional and irrevocable Performance Bank Guarantee (PBG) of Rs...../- (Rupees only) within 15days from the date of Issue of this LoA. Thereafter, you are required to execute the Contract Agreement and enforceability of the provision thereof, within 15 days from date of submission of the Performance Bank Guarantee.

You are required to comply with the above and all terms and conditions set forth in the RFP documents. In case of any default on your part, you shall be liable for action as stated in the RFP documents.

Authorized Signature:.....**Name and Title of Signatory:**.....**Name of Agency:**.....



Annexure 10 - Contract Agreement

THIS AGREEMENT made the day of between
[Name of the Employer] (Hereinafter “the Employer”), of the one part, and
 **[Name of the Contractor]** (Hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as.....**[name of the Contract]**.....should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (i) the Agreement
 - (ii) the Letter of Acceptance
 - (iii) the Addendum / Corrigendum Nos _____ (if any)
 - (iv) the Special Conditions of Contract
 - (v) the General Conditions of Contract, including appendix;
 - (vi) the Specification
 - (vii) the Drawings
 - (viii) Bill of Quantities
 - (ix) any other document **listed in the RFP** as forming part of the Contract,
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of..... **[Name of the borrowing country]** on the day, month and year specified above.

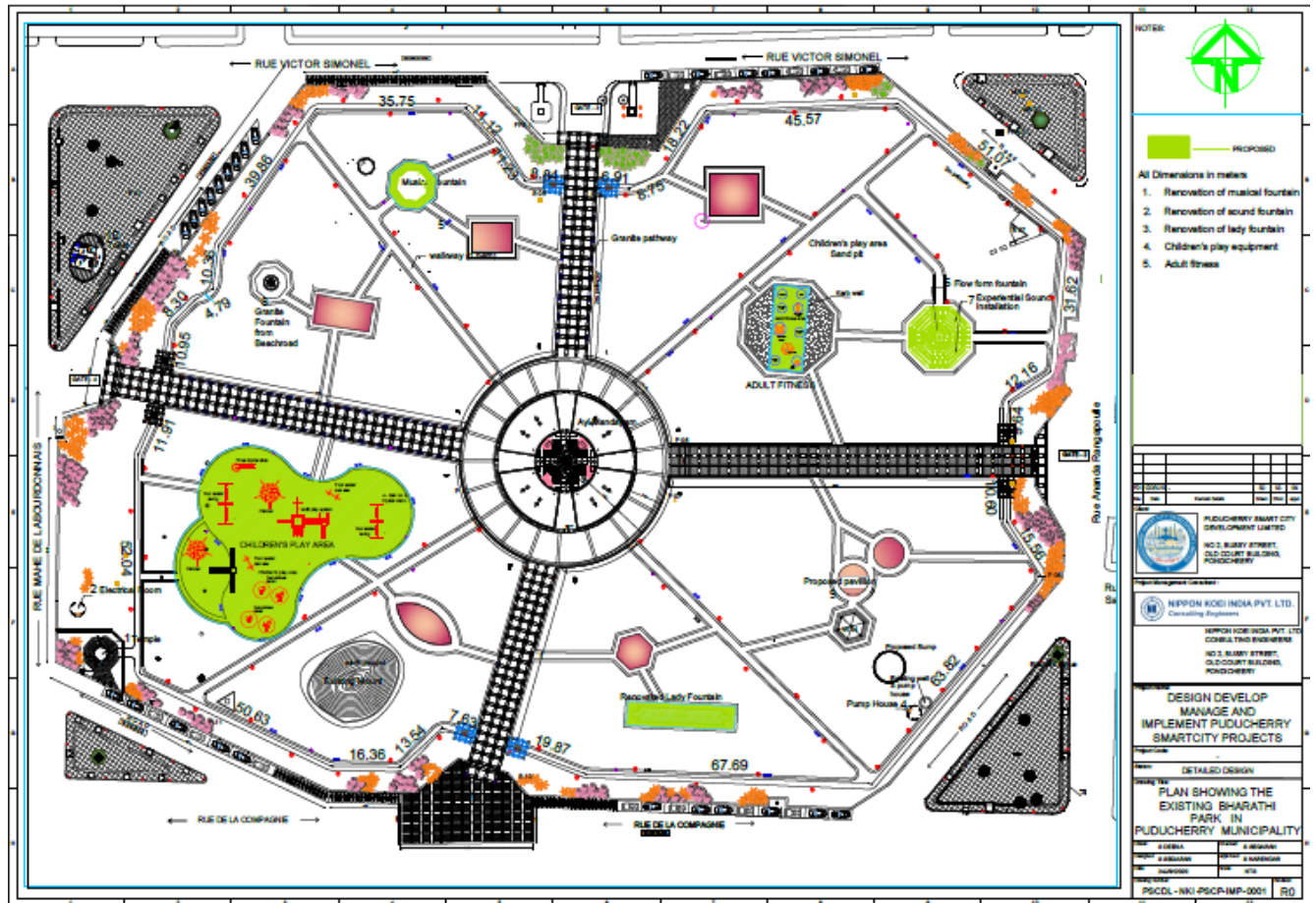
Signed by: _____ Signed by: _____

For and on behalf of the Employer

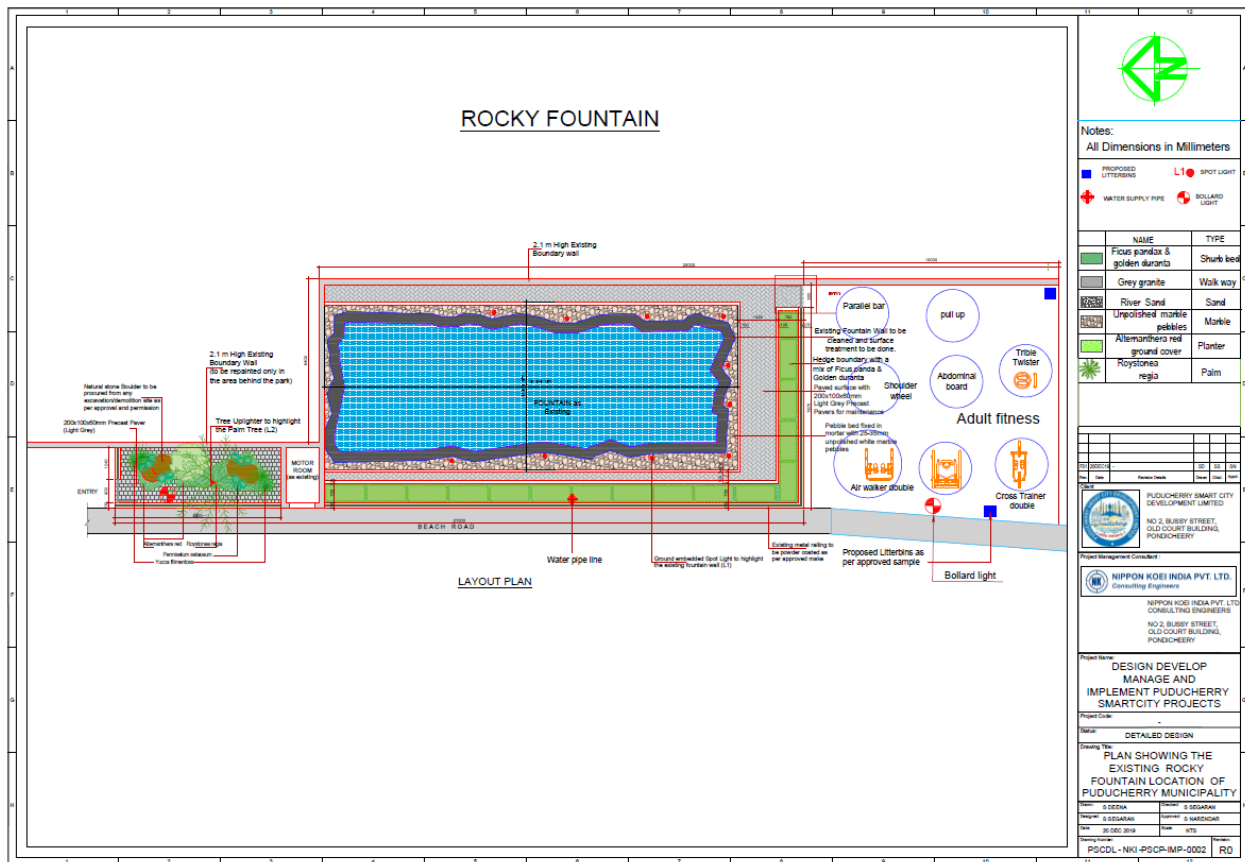
for and on behalf of the Contractor

In the Presence of: _____ in the presence of: _____
 Witness, Name, Signature, Address, Date Witness, Name, Signature, Address, Date

Bharathi Park



ROCKY FOUNTAIN LAYOUT



Annexure 12 -Technical Specifications

Details of Fitness Equipment

Air Walker

Function –Hip and Ankle Joints strengthen the flexibility of muscles group and enhance the cardiopulmonary function

Main pipe Dia-127mm thickness-4.5mm,

Base plate Dia-215mm thickness-10mm,

size- 1300x610x1350mm,

GI Pipe, PP Plastic for Footrest,

PP Plastic cap (All),

PP Plastic bearing caps,

Premium Rubber Handel,

SS304 Nut Bolt for bearing,

GI Nut Bolts, PP Powder Coating,

(7 tanks powder coating Process).



Abdominal double

Function - Strengthen the abdominal muscles.

Main pipe Dia-127mm thickness-3mm,

Base plate Dia-215mm thickness-10mm,

size- 1600x1065x580mm,

GI Pipe, PP Plastic for Foot rest,

PP Plastic cap (All),

PP Plastic Bearing caps,

Premium Rubber Handel,

SS304 Nut Bolt for bearing,

GI Nut Bolts, PP Powder Coating,

(7 tank powder coating Process).



Dual skier

Function – Activate upper and lower limbs and waist joints; strengthen the flexibility of the muscles group and the cardiopulmonary function.

Main pipe Dia-127mm thickness-4.5mm,

Base plate Dia-215mm thickness-10mm,

size:- 1545x 660x 1700 mm, GI Pipe,

PP Plastic for Foot rest,

PP Plastic cap (All),

PP Plastic Bearing caps,

Premium Rubber Handel,

SS304 Nut Bolt for bearing,

GI Nut Bolts, PP Powder Coating

(7 tank powder coating Process)

**Shoulder wheel**

Function – Train wrist, elbows shoulders and waist, and enhance their flexibility and the cardiopulmonary function.

Main pipe Dia-127mm thickness-3mm,

Base plate Dia-215mm thickness-10mm,

size-875x635x1740mm,

PP Plastic for Foot rest,

PP Plastic cap (All),

PP Plastic Bearing caps,

Premium Rubber Handel,

SS304 Nut Bolt for bearing,

GI Nut Bolts, PP Powder Coating

(7 tank powder coating Process).



Triple twister

Function – Train waist joints and enhances their flexibility and the cardiopulmonary function.

Main pipe Dia-127mm thickness-3mm,

Base plate Dia-215mm thickness-10mm,

size-1775x1775x1475 mm,

Dia - 1500mm Round, GI Pipe,

PP Plastic for Foot rest,

PP Plastic cap (All),

PP Plastic Bearing caps,

Premium Rubber Handel,

SS304 Nut Bolt for bearing,

GI Nut Bolts,

PP Powder Coating (7 tank powder coating Process).



Leg press

Function – Train waist, abdomen joints and lower body, enhances their flexibility, leg power and cardiopulmonary function.

Main pipe Dia-127mm thickness-3mm,

Base plate Dia-215mm thickness-

10mm, size -2185x460x1700 mm,

GI Pipe, PP Plastic for Foot rest,

PP Plastic cap (All),

PP Plastic Bearing caps,

Premium Rubber Handel,

SS304 Nut Bolt for bearing,

GI Nut Bolts, PP Powder Coating

(7 tank powder coating Process).



Parallel bars

Function – Enhance the muscles strength of upper limbs, shoulders, chest and the back.

Main pipe Dia-127mm thickness-3mm,

Base plate Dia-215mm thickness-10mm,

size- 1780x710x1470mm, GI Pipe,

PP Plastic for Foot rest,

PP Plastic cap (All),

PP Plastic Bearing caps,

Premium Rubber Handel,

SS304 Nut Bolt for bearing,

GI Nut Bolts, PP Powder Coating

(7 tank powder coating Process).

**Cross trainer**

Function – Activate the upper and lower limbs and waist joints; strengthen the flexibility of the muscles group and the cardiopulmonary function.

Main pipe Dia-127mm thickness-3mm,

Base plate Dia-215mm thickness-

10mm, size-1370x660x1755 mm,

GI Pipe, PP Plastic for Foot rest,

PP Plastic cap (All),

PP Plastic Bearing caps,

Premium Rubber Handel,

SS304 Nut Bolt for bearing,

GI Nut Bolts,

PP Powder Coating

(7 tank powder coating Process).



Pull up

Function – Enhance the muscles strength of upper limbs and the back

Main pipe Dia-127mm thickness-3mm,

Base plate Dia-215mm thickness-10mm,

size: 609x1397 x2222mm, GI Pipe,

PP Plastic for Foot rest,

PP Plastic cap (All),

PP Plastic Bearing caps,

Premium Rubber Handel,

SS304 Nut Bolt for bearing,

GI Nut Bolts, PP Powder Coating

(7 tank powder coating Process)



Knee chair

Function – Activate the upper and lower limbs and waist joints

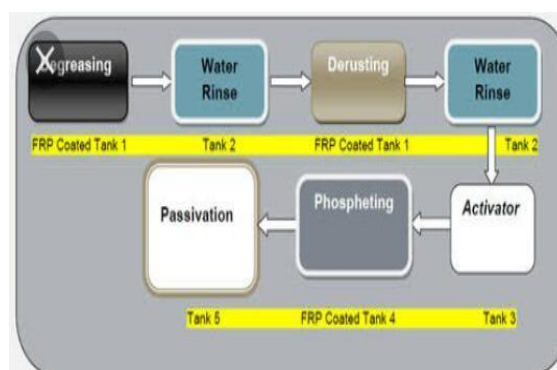
Main pipe Dia-127mm thickness-3mm, Base plate Dia-215mm thickness-10mm,

size:736x 838x168mm, GI Pipe, PP Plastic for Foot rest, PP Plastic cap (All), PP Plastic

Bearing caps, Premium Rubber Handel, SS304 Nut Bolt for bearing, GI Nut Bolts, PP

Powder Coating (7 tank powder coating Process)

Seven tank powder coating process





Children's play equipment

Three in one combo slide Structure: FRP Slide, Galvanized Steel Pipe, Rust Proof and durable Finish with PP powder coating Size: Platform Height 7ft Safety Precaution: FRP Accessories are made by only UV registrant raw material; it has up to 6mm thickness (heavy-duty Fiber). We designed FRP Slides with various safety precautions like Slide depth and safe ending part. Age Group: 2 year to 16 years Four Seater See Saw Structure: Galvanized Steel Pipe in dia 87mm, Rust Proof and durable. Finish with PP powder coating Size: Length 8ft, Height 1ft 6 inches, Width 4ft Accessories: 4 nos. FRP Seat (UV Registrant, Durable, Rust Proof), 4 nos. Ball Bearing Galvanized Pipe, Galvanized Nut, Bolts (Rust Proof) duly covered under PP plastic cap, Age Group : 2 year to 16 year

Four seater swing Structure: Galvanized Steel Pipe in dia 48 and 60mm, Rust Proof and durable. Finish with PP powder coating Accessories: 8 nos. Rubber Coating Galvanized Chain (Rust Proof), 4 nos. FRP Seat, 8 nos. Nylon Clamp with Ball Bearing (Voice Proof and water proof), 16 nos. Stainless Steel SS Hooks, Galvanized Nut, Bolts (Rust Proof) duly covered under PP plastic cap Size : Length 15ft, Height 7ft Age Group : 2 year to 16 year

Climber Structure : Galvanized Steel Pipe, Rust Proof and durable, Finish with PP powder coating Accessories : Galvanized Pipe Structure Galvanized Nut, Bolt(Rust Proof) duly covered under PP plastic cap Size : Height 5ft, Width 18 inches, Length 7ft Age Group : 5 year to 15 year

Spring Rider Structure : FRP rider, Galvanized Steel Pipe, heavy-duty MS Spring with Galvanized Coating, Rust Proof, heavy and durable Structure duly Finish with PP powder coating FRP Duck is made by FRP (Fiber Reinforced Plastic) duly finish with PU Paint, UV Registrant Accessories : FRP Duck Seat with handle GI Pipe Structure, Heavy-duty spring, Galvanized Nut, Bolts (Rust Proof) Size : Height 3ft, Length 2.5 ft, Width 1.5 ft Age Group : 1 year to 5 year

Children's Play Equipment:

	
<p>Two-seater swing</p>	<p>Roller slide</p>
	
<p>Two-seater sea Saw</p>	
	
<p>Climber</p>	<p>Spring rider</p>

Benches

Supply and installation of cast iron benches made of 40mm CI angle and wood seat and back rest of 30mm thick in the CI angle 30mm thick.

