

## **Request for Proposal**



**for**

**Selection Of Agency for Marketing and Branding**

**Of**

**Pimpri Chinchwad Science Park and Planetarium**

**Pimpri Chinchwad Science Park and Planetarium**

**Near Auto Cluster, Chinchwad - 411019**

**E- mail: [pcsciencecentre@gmail.com](mailto:pcsciencecentre@gmail.com) Website: [www.pcsciencepark.org](http://www.pcsciencepark.org)**

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## Notice Inviting RFP

### Request for Proposal for Selection of Agency for Marketing and Branding of Pimpri Chinchwad Science Park and Planetarium (PCSP&P)

**RFP No: 01/2024-25**

- 1) The Pimpri Chinchwad Science Park and Planetarium (PCSP&P) is spread over an area of 7 acres , consisting of science based galleries and about 4000 sqm built up area of the total science park , housing 3 permanent galleries, a temporary exhibition hall, an inflatable dome planetarium, a science demonstration area, activity corner, an auditorium, 3D science show facility, library cum conference hall and a workshop for maintenance and development of exhibits and other visitor facilities with an average footfall of 1000 per day
- 2) In reference to above, Pimpri Chinchwad Science Park (PCSP) is looking for bids from reputed agencies for Marketing and Branding of Pimpri Chinchwad Science Park and Planetarium for a period of 2 years extendable to 1 year based on the performance. Interested Applicants are requested to download the RFP document published on [www.pcsciencepark.org](http://www.pcsciencepark.org) from 25/09/2024. The last date for bid submission is 14/10/2024 by 3 P.M.
- 3) The administrative, technical, and commercial bids shall be submitted online up to the end date & time mentioned below.

Sr. no.	Description	RFP Document Cost (INR)	EMD (INR)	Security Deposit (INR)
1	RFP for Selection of Agency for Marketing and Branding of Pimpri Chinchwad Science Park and Planetarium	500	should be 1% of project value (40,000)	shall be submitted by the selected bidder (3% of Contract Value)
2	Estimated cost of the work	<ul style="list-style-type: none"><li>○ For 1<sup>st</sup> Year - INR 40,00,000</li><li>○ For 2<sup>nd</sup> Year - INR 25,00,000</li><li>○ For 3<sup>rd</sup> Year - INR 20,00,000</li></ul> Encl. details as per Annexure 'A'		

- 4) Earnest Money Deposit (EMD) shall be paid online through payment gateway/RTGS on or before due date and time prescribed. The details of bank account are as under
  - Bank of Baroda, Pimpri Branch ● Account No.: 07230100009841 ● IFSC Code: BARB0CHINCHThe vendors having standing deposit shall also have to pay full EMD amount online.
- 5) PCSP & P shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority The Chairman, Pimpri Chinchwad Science Park and Planetarium reserves the right to reject all or any of the RFP(s) without assigning any reason at any stage. RFPs shall note that any corrigendum issued regarding this RFP notice will be published on the Science Park website [www.pcsciencepark.org](http://www.pcsciencepark.org) only.

#### Contact Person:

Chief Executive Officer,  
Pimpri Chinchwad Science Park,  
MIDC Area, near Auto Cluster,  
behind D-Mart, Chinchwad,  
Pune - 411019

Date: 28/09/2024

## **1. Disclaimer**

The information contained in this Request for Proposal document comprising of the “**RFP**” or “**Request for Proposal**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide the Bidders with information that may be useful to them in preparing and submitting their proposal pursuant to the Bidding Documents including this RFP (the "**Bid**"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in the Bidding Documents 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, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends 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. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors 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 an 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 or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way by participating in this Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder or Service Provider, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

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

## 2. Data Sheet

<b>RFP No</b>	01/2024-25 dated 28/09/2024
<b>RFP document availability</b>	Available on Website (from 08/10/2024): <a href="http://www.pcsciencepark.org">www.pcsciencepark.org</a>
<b>Cost of RFP Document</b>	INR. 500 (Rupees Five Hundred only) (Non-refundable)
<b>Sale of RFP document</b>	From 08/10/2024 to 22/10/2024 up to 3:00 PM
<b>Bid Submission End date</b>	24/10/2024 up to 3:00 PM
<b>Date of Opening Technical Bid</b>	25/10/2024 at 1:00 PM
<b>Pre-Bid Meeting</b>	19/10/2024 at 12:00 Noon
<b>Date of Opening of financial bids for technically qualified bidder</b>	To be notified later.
<b>Earnest Money Deposit (EMD)</b>	should be 1% of Estimated project cost (40,000)
<b>Security Deposit</b>	should be 3% of contract value – to be submitted by the selected bidder
<b>Bid Method/ Submission of proposal</b>	Submission of Sealed RFP envelopes 1) Technical Bid and Financial Bid Envelopes Separately at the Office of Pimpri Chinchwad Science Park, Chinchwad (either by registered post or in person within the due date)
<b>Validity of proposal</b>	180 days from the due date of Submission of Proposal.
<b>Selection of proposal</b>	Least Cost Selection Method
<b>Payment Terms</b>	As per Clause 7
<b>Commencement Date of Work</b>	The commencement date shall be the day of signing of Agreement.
<b>Contact Person</b>	Chief Executive Officer, Pimpri Chinchwad Science Park, MIDC Area, near Auto Cluster, behind D-Mart, Chinchwad, Pune - 411019

## 3. Background and Introduction

The city of Pimpri-Chinchwad with an estimated present population of about 25 lakhs is situated towards the northeast of Pune and is about 140 km from Mumbai. The Pimpri-Chinchwad city is managed and governed by Pimpri-Chinchwad Municipal Corporation (PCMC) which is responsible for planning and providing infrastructure services over an area of 181 sq.km.

In addition to various infrastructure facilities provided by PCMC, a Pimpri Chinchwad Science Park and Planetarium (PCSP&P), Pune has been set up at a capital cost of Rs. 850 lakhs, which has been shared equally by the Pimpri Chinchwad Municipal Corporation, Pune and Government of India. The corporation provided approximately 7 acres-of-land for setting up the Science Park and the centre has been developed under the auspices of National Council of Science Museums (NCSM), Ministry of Culture, Government of India and the Pimpri Chinchwad Municipal Corporation, Pune. **For the purpose of functioning of Science Park, a SPV is registered under the company as a non-profit company with an average footfall of 1000 per day.**

Pimpri Chinchwad Science Park and Planetarium (PCSP&P) through this RFP, invites interested agency for Marketing and Branding of Pimpri Chinchwad Science Park and Planetarium.

#### **4. Scope of Work**

Pimpri Chinchwad Science Park and Planetarium (PCSP&P) envisaged to build the **SCIENCE PARK brand**, disseminate information about the Science Parks, its components, enhance visibility of existing activities under Schools and educational Groups and inform citizens regarding new activities at PCSP&P for managing the PCSP&P across all digital and social media channels including but not restricted to creatives asset creation, video creation, campaign, content and online reputation management.

In regards to above PCSP&P envisaged to engage a Marketing and Branding agency which shall undertake the conceptualization of branding & promotion activities and further implement the approved activities for Science Park.

The Marketing Agency will be responsible for managing the PCSP&P across all digital and social media channels including but not restricted to creative asset creation, video creation, campaign, content and online reputation management.

The overall objective of hiring such an agency is to generate awareness about the PCSP&P and its importance in schools, colleges, ITI and general population participation. Agency shall undertake all the necessary promotional and branding activities required to achieve the intended objective through developing a comprehensive strategy covering traditional media, digital media, and others.

The marketing Agency will be engaged on a retainership basis for an initial period of one year and may be extended further one year at a time for a period of up to three years, at the sole discretion of the PCSP&P, if the service provided by the agency is found satisfactory. PCSP reserves the right to engage one or more than one agency for whole or partial work as per scope of work.

The scope of promotional activities include but are not limited to

- a) Establish the brand “Pimpri Chinchwad Science Park and Planetarium”.
- b) Create awareness about the activities, events and canteen facilities amongst masses.
- c) Create awareness about PCSP&P and its components amongst Citizens, Government, and other Stakeholders.
- d) The selected agency may be required to redesign the overall logo of PCSP&P, associated schematics, design, standardise the colour scheme, etc.
- e) Conceptualize and develop Information, Education and Communication (IEC) materials for Radio, TV in different formats like spots/ jingles, Cinema ads, short films/documentaries, training films, interactive shows, audio visual material in any other formats as per requirement.
- f) Conceptualize and design including writing of copy of the press advertisements, curtain raisers, briefs, Press Releases, Articles for magazines & newspapers, Newsletters, Reports, Testimonials, on various activities/events of PCSP&P
- g) Advise PCSP on appropriate communication strategy including media options and formats for campaigns.
- h) Organise stalls at notable events in colleges etc. PCSP may help for such a stall but at the discretion of PCSP.
- i) With the proliferation of social media, it has become imperative to keep pace with the different channels and forms of communication to ensure that the message is disseminated far and wide and reaches out to the intended audiences in all potential channels accessed by them. It is important to bring to light that the government is utilising tools that constitute social media to connect with the citizens. The selected agency will be required to undertake a comprehensive social media campaign on social media including but not limited to on Twitter, Facebook, YouTube, Instagram etc. The campaign may involve creation of creative films, advertisements, web posts, blog bursting, etc. Indicative list of activities for Twitter and YouTube are listed as under for reference, however the final list of activities shall be designed based on the requirement of PCSP&P on selected social media platforms.

- i. **Twitter:** the existing PCSP&P Twitter account may be activated further by at least 1 tweet daily on important ongoing/upcoming activities on the platform. New tasks/contests/discussions/groups/rewards may be tweeted about on a daily basis.
  - ii. **YouTube:** A PCSP&P channel on YouTube may be created wherein all audio visual media, interviews, animated films etc. may be posted. Pre-roll ad (True View format ads- skippable as well as non-skippable) which is a promotional video message that plays before the content the Request for Proposal for Selection of Creative and Media Agency for PCSP&P user has selected may be created and posted on most watched or popular videos to increase branding and promotion.
- j) Bidder should visit to minimum 300 schools (excluding Pimpri Chinchwad area) per year for to encourage student visit to Science Park. Bidder should also submit the visit report.
  - k) Design appropriate brochures and other publicity material in consultation with Pimpri Chinchwad Science Park for wide use among the masses.
  - l) Establish liasoning with tour operators of different regions for organizing visits of tourist group and students group to Science Park and Planetarium.
  - m) To obtain CSR assistance for development of Science Park facilities.
  - n) Brand Ambassador (renowned artist) will be appointed by Science Park. However, his remuneration will be paid by Science Park through the Bidder Agency.

The prospective participants are advised to conduct the site visit. The site visit shall be conducted tentatively on **19/10/2024 from 10:00 AM to 12:00 Noon.**

*Note: It is recommended that the prospective participants may intimate the dept. over email [pcsciencecentre@gmail.com](mailto:pcsciencecentre@gmail.com) regarding the visit so that necessary arrangements can be made.*

## 5. Target Audience

Primary Audience for the activity are Students, NGO, SHO, School Boards , Universities, common man, States and Central Line Ministries, Industry, Businesses.

## 6. Deliverable Timelines

The selected agency will be required to submit the comprehensive strategy for promotion of PCSP&P in 30 days from the effective date of the contract. This strategy document and other initiatives would be taken up for defining each assignment and the timelines will be agreed upon for each of such assignments. The selected agency will be required to extend all the support required to meet the intended objectives of the comprehensive strategy.

## 7. Payment Schedule

The selected agency will be required to submit the invoice post completion of the assignments successfully as per the agreed strategy plan or otherwise as the case may be. The rates would be used as per commercials quoted by the selected agency to arrive at the costing of the assignment under the agreed strategy plan and payments. Post completion of each assignment under this engagement, PCSP will assess the delivery for the approval to the selected agency.

Note:

- i. The Vendor shall raise the invoice to PCSP in pursuance to the agreed and approved payment schedule milestones.
- ii. Any payment which is required to be paid in connection with production or release to an outsourced agency, the same shall be paid directly by PCSP in consultation with the selected agency and on approving the invoice of the outsourced agency.
- iii. Costs related to media buying or air time buying shall be paid directly to the concerned agency by PCSP in consultation with the selected agency and on approving the invoice of such concerned agency.
- iv. Payments terms (credit period) 30 days from the date of submission of invoices



## 8. Eligibility Criteria

The applicants must ensure to submit the documents against each of the point mentioned under eligibility criteria as per the following table:

S.no	Eligibility Criteria/Requirement	Documentary proof
1	The Bidder should have the experience of handling 360 degree campaign covering designing / production of Creative for various media including print, TV, radio, online, outdoor, etc., and digital media (social media, internet marketing, blogs, etc.) for at least 5 number of distinct clients in the last 7 years:	<p><b>a)</b> Work Completion Certificate(s) establishing a total work experience of 5 years issued by Govt./ PSUs/autonomous institutions/ private agencies for similar nature of works as sought in this RFP</p> <p style="text-align: center;"><b>OR.</b></p> <p><b>b)</b> Experience Certificate(s) issued by Govt./ PSUs/autonomous institutions/ private agencies for an on-going work of similar nature. The applicant must ensure that a period of 5 years has already been served/completed as on the last date for submission of bid.</p>
2	Minimum average annual turnover of INR 1Cr. during the last three financial years from any of the eligible businesses, namely marketing and branding	Certificate as per FORM 3 (Financial Capacity).
3	Valid Registration Certificate of the Agency (Proprietorship / Partnership / Private Limited / Limited Co., relevant document to be attached)	Attested copy of Certificate of Incorporation/ Registration issued by State/Central/Local Government authority
4	Valid PAN Card issued by the Competent Authority and must submit ITR for last three years	Attested Copy of PAN of the applicant, and Attested Copies of ITR submitted for last 3 years by the applicant.
5	Valid GST Registration Number	Attested copy of GST registration certificate
6	There should be no legal suit/ criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any of the laws in-force and should not be black listed by any of the Government organisations.	Copy of duly signed undertaking by applicant as per FORM 8 of the RFP document

## 9. Earnest Money Deposit

The Bidder shall furnish as part of its Bid, Earnest Money Deposit (EMD) amount per Data Sheet through the demand draft in favour of **Pimpri Chinchwad Science Park**. The Bidder shall submit the demand draft as a part of Technical Bid. No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.

Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited by the Client.

The bids without Earnest Money Deposit shall be summarily rejected. No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.

The bid security may be forfeited:

- If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
- In case of successful bidder, if the bidder
  - Fails to sign the contract in accordance with the terms of the RFP document.
  - Fails to furnish required performance security in accordance with the terms of the RFP document within the time frame specified by the Client.
  - Fails or refuses to honour his own quoted prices for the services or part thereof, within the bid validity period.

## 10. Bid Preparation

**Language:** Bids and all accompanying documents shall be in English. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

**Technical Bid:** Technical bid shall contain, along with all Submittals as per Forms, all the technical and financial details complete with all information and materials required throughout the bidding document. Financial details for the purpose of this stage shall mean the financial status and capacity of the bidder to undertake the proposed project. All documents submitted vide Technical Bid shall be stamped & signed by the authorised signatory of the bidder.

The Technical Bid should be sent as a technical envelope. In case, the authority requires any clarification during evaluation of the bids, the authority may demand, in addition to online submission, a physical / hard copy of the technical bid.

The financial bid shall be opened if the bidder qualifies for the technical bid.

**Financial Bid:** Bidder should submit a financial bid in the Price Schedule as provided in the Form 4. Then the financial bid should be uploaded in the Folder marked as “Financial Bid”.

### 1. Submission of Bids

1. The Bidder shall upload and send as bid in two separate files (i) Technical Bid and (ii) Financial Bid.
2. The Bid shall be uploaded not later than 24/10/2024 as per Data Sheet.
3. The competent authority of the PCSP reserves the right to extend the date / time for receipt of bids, before opening of the Technical Bids.
4. Late Bids: Any Bid received by the office after the deadline for submission of bids as stipulated above, shall not be considered.

**Test of Responsiveness:** The Bids submitted by Bidders shall be initially scrutinised to establish “Responsiveness”. A Bid may be deemed "non-responsive" if it does not satisfy any of the following conditions:

- *It is not received within the time and date specified.*
- *It does not include sufficient information for evaluation and/or is not in the formats specified or incomplete in any respect.*
- *It is not accompanied by the requisite RFP/RFP Fee and/or EMD (the Bid Security).*
- *If not complied with instructions contained in ‘Instructions to Bidders’.*

Bids shall be declared as “Responsive” or “Non-Responsive” based on the preliminary scrutiny, as mentioned above. However, detailed evaluation shall be done only in respect of Responsive bids. A merely “Responsive” bid shall not be entitled for Financial Bid opening without further detailed scrutiny and being declared as “Technically Qualified Bid”.

Non-Responsive Bids shall not be considered for further evaluation.

During the Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the PCSP. PCSP shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process. The Bidder should submit their queries (if any) in word / excel/pdf file as per below format on [pcsciencecentre@gmail.com](mailto:pcsciencecentre@gmail.com) 2 days prior to pre bid meeting.

<b>Bidder Company Name:</b>			
<b>Sr. no.</b>	<b>Clause reference with page number</b>	<b>Clause as per RFP</b>	<b>Query/Suggestion</b>

### 11. Technical Bid Evaluation

1. PCSP shall follow two bid system where the technical bid and financial bid shall be evaluated separately.
2. The technical bid submitted by the bidder would only be considered eligible if it meets the Minimum Eligibility Criteria.
  - A bidder shall meet the Minimum Eligibility Criteria as per the RFP document to be a qualified Bidder for being eligible for opening of financial bid.
  - The Bidder shall be required to produce attested copies of the relevant documents in support as per Clause 8 for being considered for financial opening.
  - The technical bid not meeting the minimum requirements as per the RFP documents shall be rejected and their financial proposals will be returned unopened.

### 12. Financial Bid

Bidders quoting **Lowest Financial Quote i.e. L1 as per Financial Bid format at Form 4**, among technically qualified bidders shall be identified as “Preferred Bidder” or “Selected Bidder”. The PCSP reserves the right to reject any proposal which is non- responsive. Notwithstanding anything contained in this RFP, The Authority reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

### 13. Issue of LOA and execution of the Agreement

Subsequent to the identification of the Successful Bidder, a letter of award (“LoA” or “Letter of Award”) would be issued to the Successful Bidder by the PCSP. Within 7 (seven) days from the date of issue of the LoA, the Successful Bidder shall send an acknowledgement agreeing to comply with the conditions set out therein and for the execution of the Agreement. The Authority will promptly notify other Bidders that their Financial Proposals have been unsuccessful and their Bid Security shall be returned within 30 (thirty) days, without interest, of the signing of the Agreement with the Successful Bidder. The Successful Bidder shall have to enter into the Agreement within 15 (fifteen) days from the date of issue of the LoA. The Successful Bidder on the date of signing of the Agreement shall:

1. Furnish the Performance Security of **5%** of the work order amount by way of an irrevocable Bank Guarantee /FDR issued by a nationalised/ scheduled bank in favour of **Pimpri Chinchwad Science Park**, as required under the Agreement; and
2. Failure of the Successful Bidder to comply with the requirements mentioned in the above paragraph shall constitute sufficient grounds for the annulment of the LoA, and forfeiture of the Bid Security. In such an event, the Authority reserves the right to:

- a) Either invite the next best Bidder to match the Bid submitted by the Successful Bidder; OR
- b) Call for fresh Bids from the remaining Bidders; OR
- c) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

#### **14. Force Majeure**

Neither the PCSP nor selected agency shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in material adverse effect, shall constitute force majeure events: (a) Earthquake, Flood, Inundation, Landslide. (b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances. (c) Acts of terrorism. (d) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war. (e) Strikes or boycotts, other than those involving the PCSP, its contractors, or their employees, agents etc. and (f) Any other similar things beyond the control of the party, except court order/ court judgement. (g) Pandemic recognized by the Govt. and the resulting notifications related to closure of work issued by the work in view of the pandemic situation. Occurrence of any Force Majeure shall be notified to the other party within 15 days of such. If any Force Majeure continues for a period of three months, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of one week to the other party and interest free performance security shall be refunded by the PCSP to the agency after adjusting outstanding dues, if any.

#### **15. Indemnity and Insurance**

The Selected Agency hereby undertakes to indemnify the PCSP against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto. The selected agency hereby undertakes that the PCSP shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of selected agency or any of his/her contractors/ sub-contractors. The selected agency shall indemnify and keep indemnified the PCSP against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The selected agency shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. The selected agency shall indemnify the PCSP for any loss and damages suffered due to violation of its provision.

#### **16. Performance Bank Guarantee**

The successful bidder within fifteen days of the acceptance of the LoA shall execute a Performance Bank Guarantee or FDR of any nationalised bank, a **sum equivalent to 3%** of the work order value in favour of **Pimpri Chinchwad Science Park**, and renewable every year before expiry of the previous Bank guarantee (in case of extension provided by the Client).

The Bank Guarantee /FDR can be forfeited by order of the competent authority of the Client in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Client sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of the firm's bill has been received and examined.

Performance Security shall be 5% of the contract value. Since the bidder has already provided the EMD, before the contracting, the selected bidder shall produce the difference amount of the Performance Security in the form of Bank Guarantee.

## 17. Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, in the LoA, the Agreement, the Authority may reject a Bid, withdraw the LoA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Service Provider, as the case may be, if it determines that the Bidder or Service Provider, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security and/or Performance Security, as the case may be, as liquidated damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Agreement or otherwise.

Without prejudice to the rights of the Authority the rights and remedies which the Authority may have under the LoA or the Agreement, or otherwise, if a Bidder or Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LoA or the execution of the Agreement, such Bidder or Service Provider shall not be eligible to participate in any RFP or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder or Service Provider, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

For the purposes the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence directly or indirectly the actions of any person connected with the Bidding Process (for the avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of 1 (one) year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) acting contrary to applicable anti-bribery or anti-corruption laws;
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## Annexure – A

Sr. no.	Particulars	Description
1	Average Income of Science Park (Baseline) per annum (Excluding PCSP&P Canteen Rent)	2 Cr
2	Average Income per Quarter (Baseline) (Excluding PCSP&P Canteen Rent)	50 lakh
3	Mode of Payment ratio to Bidder	50:25:25 in percentage
4	Total Amount of Tender	Rs. 40 lakh
5	<b>Initial Stage Payment Breakup:</b>	
	(a) Stage (I) 40%	Rs. 20 lakh
	Mode of Payment	i) 10 lakh after execution of agreement ii) 5 lakh after 15 days iii) 5 lakh after one month
	(b) Stage (II) 30% This amount will be applicable as incentive only on growth of baseline income	a) 1 <sup>st</sup> & 2 <sup>nd</sup> Quarter incentive (Applicable on baseline income) i) 10% (on above income of baseline) ii) 12% for Pune district iii) 14% for Western Maharashtra iv) 16% for Rest of Western Maharashtra (10 lakh)
	(c) Stage (III) 30% Applicable from 3 <sup>rd</sup> & 4 <sup>th</sup> Quarter This amount will be applicable as incentive only on growth of baseline income	a) Incentive on rise in Income of 3 <sup>rd</sup> & 4 <sup>th</sup> Quarter i) 10% ii) 20% iii) 30% <hr/> (10 lakh)