



**PIMPRI CHINCHWAD MUNICIPAL CORPORATION PIMPRI 411018**

E – Tender Notice No 46/2015-16

Corrigendum -01

**Request for Proposal (RFP) for Selection of Consultant for providing consultancy and maintenance support services for ISO 9001:2008/2015 Certification for PCMC and its six ward offices**

The open E-Tenders are invited from the successful bidders for Consultancy and Maintenance for ISO Certification of PCMC

Tender Reference	<b>consultancy and maintenance support services for ISO 9001:2008/2015 Certification for PCMC and its six ward offices</b>
Estimated Cost	Rs. 26,33,500/-
Price of tender document	Rs. 1500/-
Earnest Money Deposit	Rs. 26,335/-
Security Deposit	Rs. 131675/-
Date of submission of tender	From Dt. 16/05/2016 to Dt. 30/05/2016 (till 15.00hrs.)

The right to accept or reject, fully or partly all tenders reserved by the Commissioner

Sd/-

Commissioner  
Pimpri Chinchwad Municipal Corporation  
Pimpri -411018

Advt. No. 802

Date- 11/05/2016

Place – Pimpri

sd/-

Joint Commissioner  
Pimpri Chinchwad Municipal Corporation  
Pimpri -411018

REQUEST FOR PROPOSAL

**Selection of Consultant for providing consultancy and maintenance support services for ISO 9001:2008/2015 Certification for PCMC and its six ward offices**

***Details of Tender:***

This tender is for the Consultancy and Maintenance [for 3 years after certification] service of ISO 9001:2008/2015 for PCMC and its SIX WARD offices.

**Tender No. 46/2015-16**

This tender document contains the Request of Proposal along with the draft agreement.

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**Pimpri Chinchwad Municipal Corporation**

**Request for Proposal (RFP) for Selection of Consultant for providing consultancy and maintenance support services for ISO 9001:2008/2015 Certification for PCMC and its six ward offices**

**TENDER NO \_46/2015-16**

Pimpri Chinchwad Municipal Corporation (PCMC) invites proposals for the selection of consultant for providing consultancy and maintenance support services for ISO 9001:2008/2015 Certification for PCMC and its six ward offices. PCMC had received the ISO 9001:2008 certification on 27<sup>th</sup> March 2012 which has expired on 26<sup>th</sup> March 2015. PCMC now intends to obtain the quality management system certification for the period of 3 years.

More details about the bid submission procedure, applicant experience and the selection methodology are available in the Request for Proposal (RFP) document. Interested Applicants are requested to download ([www.pcmcindia.gov.in](http://www.pcmcindia.gov.in)) the RFP document from 01/04/2016. The last date of bid submission is 21/04/2016. The cost of RFP document is Rs.1500/- (Rupees Fifteen Hundred only).

**Contact Person:** For any further information/ clarifications please contact  
Joint Commissioner (Central Store)

Ground Floor, Pimpri Chinchwad Municipal Corporation, Head Office, Old Pune-Mumbai Road, Pimpri, Pune – 411018. Phone: 020- 67331509 Fax: 020-27425600 Email: To – store@pcmcindia.gov.in

**Sd/-**

**Commissioner, PCMC**

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## 1 DISCLAIMER

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The information contained in this Request for Proposal document comprising of Volume 1 and Volume 2 (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 PCMC 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 PCMC 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 PCMC 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 PCMC, 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. PCMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

PCMC, 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 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.

PCMC 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. PCMC 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 PCMC is bound to select a Bidder or to appoint the Successful Bidder or Operator, as the case may be, for the Project and PCMC 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 PCMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and PCMC 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.

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## 2 DEFINITIONS

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**Purchaser** shall mean the PCMC, Pimpri.

**Tenderer (Bidder)** shall mean the firm who participates in the tender and submits its Bid.

**Supplier** shall mean an individual or the firm providing goods/services under the contract

**Goods/services** shall mean all the goods and services which the Supplier is required to provide to the Purchaser under the contract.

**Letter of Intent (Lol)** shall mean the written communication to the Successful Bidder of the intention of the purchaser for the Purchase of the goods/services as per the purchase order read with the tender documents.

**Work Order” (WO)** means the written order signed by the Purchaser for the purchase of goods/services after the Lol has been accepted by the Successful Bidder. It shall include all the attachments and appendices thereto and all the documents incorporated by the reference therein. This, along with the letter of Intent and tender documents shall constitute the Contract.

**Contract Price** shall mean the price payable to the Supplier under the Contract for the full and final compliance of his contractual obligations.

**Bid/ Proposal** shall mean the online Bid submitted for different stages of work as defined in Section 16 as submitted by the Bidders in response to this RFP Document.

**Bidder** means a Bidding Company, as defined below that has submitted an RFP in response to this Document.

**Bid Validity Period** shall mean a period of not less than **90 days** from the last date for submission of the Bid Proposal online.

**Developer** shall mean the Successful Bidder with whom the Pimpri Chinchwad Municipal Corporation shall sign the Agreement of Work order.

**Project** shall mean consultancy and maintenance service required for ISO 9001:2008/2015 certification for PCMC and its four ward offices, as detailed in section 9 of this RFP document.

**Earnest Money Deposit (EMD)** shall have a meaning as referred in Section 5.8.1 of this Document.

**Successful Bidder** The Bidder who interalia meets the following requirements (a) meets the Technical and Financial criteria; (b) whose Bid Proposal are acceptable to the evaluation committee of PCMC and adheres / consents to adhere to all other conditions laid by PCMC.

**Performance Security Deposit (PSD)** shall mean the amount deposited by the Successful Bidder at the time of signing of the Contract, in the form of Fixed Deposit Receipt amounting to 5% of the Contract Price; as explained under Section 3.3 of this Document.



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### 3 PROJECT BACKGROUND

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#### 3.1 BACKGROUND

Pimpri Chinchwad is one of the fastest growing cities of India with substantial real estate activity underway. The city is located within the urban agglomeration of the Pune Metropolitan region and is home to several multinational companies for the Auto, Auto Ancillary, IT/ ITeS and Agro-processing sectors. The city is fast transforming with the support of infrastructure projects of over Rs. 2500 crores in water supply, sewerage, solid waste management, slum rehabilitation, housing for economically weaker sections and Bus Rapid Mass Transit System. These projects would promote uniform development and would provide infrastructure ahead of its time. To facilitate quality standards in execution of its works Pimpri Chinchwad Municipal Corporation (PCMC) is to obtain ISO 9001:2008/2015 certification of its Quality Management system.

#### 3.2 THE PROJECT

In order to improve systems at PCMC and its six zone offices, it intends to adopt ISO 9001:2008/2015 standards and for this purpose, seeks consultancy and maintenance services required for ISO 9001:2008/2015 certification including training on service quality management to its employees.

#### 3.3 THE AGREEMENT OF THE PROJECT

PCMC will execute an Agreement with the Successful Bidder and if the Successful Bidder disagrees to any terms and conditions set forth in the agreement, the PCMC will have the right to execute the agreement with the next lowest Bidder.

The stamp duty of the agreement for the ISO 9001:2008/2015 consultancy and maintenance work as described in this RFP document will be paid by the Successful Bidder at the time of signing of the Contract.

The Successful Bidder will have to provide Performance Security Deposit (PSD) in the form of Fixed Deposit Receipt (FDR) drawn towards 'Commissioner PCMC' within **15 days** of acceptance of offer in the form of Lol. The FDR should be issued by a nationalised or scheduled bank and should be payable at Pimpri Chinchwad. The Performance Security Deposit would amount to **5%** of the Contract Price. The Earnest Money Deposit of the Successful Bidder (provided at the time of Bid submission) will also form part of Performance Security Deposit.

The Performance Security Deposit of the Successful Bidder shall be required to be maintained with PCMC as performance guarantee till receiving the ISO 9001:2008/2015 certification from the certification agency.

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## 4 DESCRIPTION OF THE SELECTION PROCESS

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### 4.1 SELECTION PROCESS

The submission of Bids by interested parties in response to the RFP would be required to Bid through the online system of PCMC.

**Cover 1:** Technical and Financial Capability

**Cover 2:** Bid Proposal

The Bids received would be subject to a prima-facie check for responsiveness followed by a step-wise evaluation procedure as described below.

### 4.2 STEP 1 RESPONSIVENESS OF BID

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:

- a. Online payment of **Rs. 1500/-** (Non-Refundable) for the RFP document procurement.
- b. It is not received by the due time and date as specified;
- c. It does not contain sufficient information for it to be evaluated and/or is not in the formats specified
- d. It is not signed and /or sealed in the manner and to the extent indicated in Section 5 of this RFP Document;
- e. It is not accompanied by a valid Earnest Money Deposit of Rs. 26.335;

The Bid shall be considered to be substantially responsive if it conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which,

- a. Affects in any substantial way, the scope, quality, or performance of the Project, or
- b. Limits in any substantial way, inconsistent with the RFP document, PCMC's rights or the Bidder's obligations under this Agreement, or
- c. Unfairly affects the competitive position of other Bidders presenting substantially responsive Bids.

A bid once declared as "non-responsive" and rejected, cannot be made responsive by the Bidder having corrected or withdrawn the non-conforming deviation or reservation.

The Bids of "Responsive" Bidders shall be evaluated in the following steps:

### 4.3 STEP 2 (COVER 1) EVALUATION OF TECHNICAL AND FINANCIAL CAPABILITY

In this stage, the Technical and Financial capability of the Bidder in undertaking the Project would be assessed. The Bidders would be evaluated on parameters as defined in Section 6.1 and 6.2, (Criteria for Evaluating Technical and Financial Capability) and the Bidders found to be technically and financially qualified would be eligible for the next stage of the selection process. The Bid

Proposal (Cover 2) of the Bidders not found to be technically and financially qualified would be rejected without evaluation.

#### 4.4 STEP 3 (COVER 2) EVALUATION OF BID PROPOSAL

Based on the financial bids, the Bid Offer will be calculated as sum of cost of Consultancy services (Stage 1.0) and the cost of Maintenance Services (Stage 2.0) (Refer to section 16).

The Bid Proposal not meeting this criterion would be rejected at this stage, without further evaluation.

The qualifying Bid Offers would be ranked in the ascending order of the total Bid offer quoted; with the Bidder quoting the lowest figure ranked first, the Bidder quoting the second lowest Bid offer second and so on. The Bidder quoting the lowest Bid offer shall be declared as the Successful Bidder and will be called by PCMC for submission and verification of all the documents submitted.

In case the lowest Bid offer is found to be the same for two or more parties (i.e there is more than one party ranked no. 1), Bidder with the lowest cost of Consultancy services (Stage 1.0) will be selected will be called for submission and verification of all the documents submitted.

In case, both the Bid offer and the cost of Consultancy services (Stage 1.0) are found to be the same for two or more parties, PCMC shall invite fresh Financial Bids (Cover 2) from such Bidders quoting the same lowest Bid offer and cost of Consultancy services. This process shall be repeated for three times if similar situation arises. However, even after taking such repeated steps the situation remains unchanged then the Bid selection would be settled through drawing of lots among the tied Bidders.

The top three ranked Bidders shall be retained till the signing of the Agreement with the Successful Bidder.

Subsequent to this process, the Letter of Intent (Lol) would be issued to the Successful Bidder by PCMC. Within **7 (seven) days** from the date of issue of the Lol, the Successful Bidder shall send an acknowledgement agreeing to comply with the conditions set out therein and for the execution of the Agreement. PCMC will promptly notify other Bidders that their Proposals have been unsuccessful and their Earnest Money Deposit will be returned **within 30 days** without interest on the signing of the Agreement with the Successful Bidder. The Successful Bidder shall have to enter into an Agreement within **15 (fifteen) days** from date of issue of the Lol.

Failure of the Successful Bidder to comply with the requirements mentioned in the above paragraph shall constitute sufficient grounds for the annulment of the Lol, and forfeiture of the Earnest Money Deposit. In such an event, PCMC reserves the right to

- a. either invite the next best Bidder for negotiations, OR
- b. call for fresh bids, OR
- c. take any such measure as may be deemed fit in the sole discretion of PCMC, including annulment of the bidding process.

#### 4.5 GENERAL COMPLIANCE CRITERIA

1. Each Bidder shall submit a Power of Attorney as per the format enclosed in Section 11,

authorizing the signatory of the proposals to commit the Bidder.

2. The Bidder shall also submit with the proposal an undertaking in the requisite format specified in Section 13 on an Indian non-judicial stamp paper of **Rs. 100**. This undertaking is an affirmation from the Bidder with respect to the authenticity of information/ documents furnished along with the proposal. Any deviation in material facts in respect to information/ documents furnished by the Bidder in this respect is noted at any point of time (i.e. at the time of submission or after signing the Agreement) then the Bid can be disqualified or will make the Successful Bidder liable for breach of contract in case the discrepancy is noted after the signing of the Agreement.

#### **4.6 SCHEDULE OF SELECTION PROCESS**

The Authority would endeavor to adhere to the following schedule:

	<b>Event Description</b>	<b>Date</b>
1.	Last date for receiving queries/clarifications	[07 days prior to PDD]
2.	Pre-bid Meeting	[ 07 days prior to PDD]
3.	Authority response to queries	[10 days prior to PDD]
4.	Proposal Due Date or PDD	[_____ 2016]
5.	Opening of Proposals	On Proposal Due Date (If Possible)
6.	Opening of Financial Proposal	Shall be intimated
7.	Letter of Award (LOA)	[Within 30 days of PDD]
8.	Signing of Agreement	Within 10 days of LOA
9.	Validity of Applications	90 (Ninety) days from Proposal Due Date

In order to meet the above target dates, Bidders are expected to respond expeditiously to clarifications, if any, requested during the evaluation process. PCMC shall adhere to the above schedule to the extent possible. PCMC, however, reserves the right to modify the same and the intimation to this effect shall be given to all the Bidders.

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## 5 PROCEDURES TO BE FOLLOWED

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### 5.1 ENQUIRIES & CLARIFICATIONS

Enquiries, if any, can be addressed to:

To

The Joint Commissioner (Central Stores),

Pimpri Chinchwad Municipal Corporation,

Pimpri – 411 018

Maharashtra

It may kindly be noted that all the Clarifications should be faxed to 020 - 27425600 and the same may kindly confirmed by making call to 020 – 67331509. Copy of the same may be emailed at [store@pcmcindia.gov.in](mailto:store@pcmcindia.gov.in) or couriered to the above address.

Data to the extent available has been indicated in the RFP document and the Bidders are suggested to make their own investigations and collect additional data for preparation of the proposal.

PCMC will endeavour to hold the pre-bid meeting as per the time schedule. Attendance of the Bidders at the pre-bid meeting is not mandatory. However, subsequent to the meeting, PCMC may not respond to queries from any Bidder.

PCMC shall aggregate all such clarifications, without specifying the source of clarifications, and shall prepare a response, which shall be distributed to all parties who have procured the RFP Document.

### 5.2 AMENDMENTS TO THE RFP

At any time prior to the last date for Receipt of Bid as indicated in the RFP Time Schedule, PCMC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, amend the RFP by the issuance of Addenda.

Any Addendum thus issued would be in writing and sent to all the Bidders who have received and acknowledged the RFP document and shall be binding upon them. Bidders shall promptly acknowledge receipt thereof to PCMC.

In order to afford Bidders reasonable time to take the Addendum into account, or for any other reason, PCMC may, at its discretion, change the last date for receipt of Bid.

### 5.3 SUBMISSION OF THE BID

#### 5.3.1 Submission process

1. The Bidder shall fill in the online format of bid proposal and attach scanned copies of the original document, as listed in section 7.
2. The price bid in the online format (shall be as in section 16 formats). The price bid should be quoted in figures.

3. The Taxes, as applicable, should be included as part of the price bid.
4. Boarding, Lodging, travel and all other expenses shall be included in the price bid. No other expenses shall be paid by PCMC.
5. The size of each attached document should not be >1MB. Any number of documents can be attached for better assessment of the Bid with the online submission of the Bid. If, for any reason, the Bidder is unable to upload the document, the certified copies should be submitted to PCMC on or before 21/04/2016 1500 hrs.

The information submitted online as part of Technical and Financial Capability as per Section 14 and Section 15, this shall have the following documents which shall form part of the section entitled as "Other Submissions":

- a. Online payment of **Rs. 1500/-** against the payment made for the procurement of the RFP document.
- b. Online payment of **Rs 26,335/-** (Rupees Twenty Six Thousand Three Hundred & Thirty Five only) as Earnest Money Deposit for this RFP.
- c. Covering Letter as per Section 10
- d. Power of Attorney for the authorised representative as per Section 11
- e. Certificate from CA for the turnover done during 1<sup>st</sup> April 2012 – 31<sup>st</sup> March 2015
- f. Description of the Bidding Company as per Section 12
- g. Undertaking as per Section 13

#### **5.4 INSTRUCTIONS TO BIDDERS**

All Bidders should note the following:

1. No hard copy of the RFP will be sold by PCMC. The Bidder has to download the copy from PCMC website [www.pcmcindia.gov.in](http://www.pcmcindia.gov.in) .
2. Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this RFP or those that do not contain the Covering Letter as per the specified formats may be considered non-responsive and may be liable for rejection.
3. Strict adherence to formats, wherever specified, is required. Non-adherence to formats may be a ground for declaring the Bid non-responsive.
4. Bidders may note that PCMC will not entertain any deviations to the RFP at the time of submission of the Bid or thereafter. The Bid to be submitted by the Bidders would have to be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents. Any conditional Bid shall be regarded as non-responsive and would be liable for rejection.
5. The Bid and all related correspondence and documents shall be written in the English language only. Supporting documents furnished by the Bidder along with the Bid may be in any other language, provided that they are accompanied by an appropriate translation into English. Supporting materials that are not translated into English will not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail. All communication and information provided should be legible, and wherever the information is

- given in figures, the same should also be mentioned in words.
6. No change in, or supplementary information to a Bid shall be accepted once submitted. However, PCMC reserves the right to seek additional information from the Bidders if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by PCMC, may be a ground for rejecting the Bid.
  7. The currency for the purpose of the Bid shall be the Indian Rupee (INR).
  8. The Bids shall be evaluated as per the criteria specified in this RFP Document. However, within the broad framework of the evaluation parameters as stated in the Request for Proposal, PCMC reserves the right to make modifications to the stated evaluation criteria, which would be uniformly applied to all the Bidders.
  9. The Bidder should designate one person ("Authorised Representative,") authorised to represent the Bidder in its dealings with PCMC. The Acknowledgement of Receipt of Request for Proposal Document shall be signed by the "Authorised Representative". This designated person should hold the Power of Attorney and be authorised to perform all tasks including but not limited to providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder etc. The Covering Letter submitted by the Bidder shall be signed by the Authorised Signatory and shall bear the stamp of the entity thereof.
  10. PCMC also reserves the overriding right to reject any Bid pursuant to any change in the composition of the Bidding Company without ascribing any reasons whatsoever.
  11. PCMC reserves the right to reject any or all of the Bids without assigning any reason whatsoever.
  12. PCMC reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.
  13. Mere submission of information does not entitle the Bidder to meet an eligibility criterion. PCMC reserves the right to vet and verify any or all information submitted by the Bidder. If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by PCMC, is found to be incorrect or is a material misrepresentation of facts, then the Bid will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of PCMC and if PCMC is adequately satisfied.
  14. The Bidder shall be responsible for all the costs associated with the preparation of the Bid. PCMC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process.
  15. Successful Bidder shall notify for an appropriate day of presentation on Plan for "Execution of work" within **30 days** of start of work.
  16. The stage 1.0 work shall be completed within **one year** from the date of issuance of work order.
  17. The Bidder should carry original documents required as per this tender order for verification or submission during pre-bid conference, Technical Bid opening day or any specific day as

communicated by PCMC.

## 5.5 BIDDER'S RESPONSIBILITY

The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk. It shall be deemed that prior to the submission of Proposals, the Bidder has:

1. Made a complete and careful examination of terms & conditions/ requirements, and other information set forth in this RFP document
2. Received all such relevant information as it has requested from PCMC; and
3. Made a complete and careful examination of the various aspects of the Project before making the Bid including but not limited to:
  - a. The place and timing for training and workshop. Batch size and number of participants.
  - b. Reading and supportive Material required for training and workshop (in English). Spoken language required for conducting training and workshop shall be **Marathi, Hindi and English**.
  - c. All other matters that might affect the Bidder's performance under the terms of this RFP document.
4. PCMC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.
5. The Bidder should register the firm's name and other details with Joint Commissioner (central stores deptt.) PCMC before the last date as specified in section 4.6.

## 5.6 BIDDER REGISTRATION PROCESS

For participating in the E-tendering process the Bidder has to be registered in the office of Joint Commissioner (Central Stores) of PCMC. Each registered Bidder receives a permanent digital key using which he can participate for any bid process of PCMC. It requires **minimum 7 days** for receiving the digital key after verification of required documents. Following documents are required for registration in person:

1. Pan card of the company.
2. Service tax registration or Vat Registration of company.
3. Residence proof and Pan card of the individual on whose name the bidding company should be registered. Following documents are accepted as address proof: a) Telephone bill b) Electricity bill c) Passport d) Bank Passbook e) Voter's card.
4. Authorization letter on company's letterhead mentioning the name of the person under whom the bidding company has to be registered.
5. Two passport size photograph of the person under whom the bidding company is to be registered.
6. MoA (Memorandum of Association) or AoA (Articles of Association) as proof of the



existence of firm or registration of firm document as proof of existence of the bidding company.

7. True copy of three ID Proof should be submitted. The acceptable documents are Passport, pan card, licence, ration card and election card.

A registration charge of **Rs 3,000/-** has to be paid through cash/Demand draft (in favour of The Commissioner, PCMC) as fee for registration. A copy of the registration form is attached in section 17. The Bidder can submit scanned original documents required for the registration online but the digital key will be issued only after verifying the original documents. The Bidder can complete the registration and verification of the documents required as per this RFP on a single day before the last date of registration (**12/04/16 till 1600 hrs.**).

## **5.7 VALIDITY OF TERMS OF THE BID**

Each Bid shall indicate that it is a firm and irrevocable offer, and shall remain valid and open for a period of not less than **90 days** from the last date for submission of the Bid. Non-adherence to this requirement will be a ground for declaring the Bid as non-responsive. However, PCMC may solicit the Bidder's consent for extension of the period of validity. Such request for extension shall be made by PCMC in writing. The Bidder agrees to reasonably consider such a request and shall send its response in writing. A Bidder accepting PCMC request for extension of validity shall not be permitted to modify his Bid in any other respect.

## **5.8 FEES AND DEPOSITS TO BE PAID BY THE BIDDERS**

### **5.8.1 Earnest Money Deposit**

Bidders are required to submit Earnest Money Deposit for an amount equal to **Rs. 26,335/-** (Rupees Twenty Six Thousand Three Hundred & Thirty Five only). The Earnest Money Deposit shall be paid online while submitting the bid.

Bids of Bidder(s), who fail to furnish the above Earnest Money Deposit, shall be liable for rejection by PCMC as non-responsive.

PCMC shall reserve the right to forfeit the Earnest Money Deposit under the following circumstances:

- a. If the Bidder withdraws his Bid at any time during the stipulated period of Bid validity as per Section 5.6 (or as may be extended).
- b. If the Bidder, for the period of Bid validity:
  - i. In PCMC's opinion, commits a breach of any of the terms and / or conditions contained in the tender Document and / or subsequent communication from PCMC in this regard.
  - ii. Refuses to accept the Letter of Intent or does not accept the work/purchase order issued by PCMC.
  - iii. If the Bidder has submitted materially incorrect, inconsistent, manipulated or forged documents then the purchaser reserves the right to forfeit the Earnest Money Deposit.

In the event that any Bidder is not found to be Technically or Financially Qualified (i.e. for Technical and Financial Capability) the Earnest Money Deposit in such cases shall be returned to

the respective Bidders within 30 days from such cessation without interest.

The Earnest Money Deposit of the unsuccessful Bidders will be returned after **30 days** without any interest, following the signing of the Agreement by the Successful Bidder.

#### **5.9 NON ASSOCIATION WITH PCMC OR PROJECT ADVISORS**

1. Ex- PCMC employee as Bidder(s): In case the team leader of the Bidder is an ex-PCMC employee or a retired PCMC employee or Bidder is having any such retired or ex-employee(s) of PCMC under its employment; full information of such person(s) shall be submitted. Further, in case, where such person(s) as aforesaid has retired from the PCMC service within last 2 years of the date of opening of the tender, the tender(s) shall also furnish a copy of the permission from PCMC in favour of such retired employee(s) to associate himself/ themselves with the tender(s) in any of the capacities as aforesaid.
2. Tenderer's relative employed as Officer: In case relative of the Team Leader or relative(s) of Bidder's (the bidding company) Director(s) are employed in any capacity in the PCMC, detailed information about such employee(s), relative(s) shall also be furnished.
3. A declaration should be submitted by Bidder stating that no such employed/ retired Officer as per section 5.9(1) and (2) of PCMC is associated with the Bidder. In case where this declaration is found false, the bid will be liable to be rejected.
4. PCMC has retained Project Advisors for assistance in the selection process. The Bidders are required not to have any association with the members, or attempt to exercise undue influence on the members, of the Project Advisory Team or to influence from the date of receipt of this document till the completion of the selection process. Non-conformance with this requirement is a sufficient condition for the disqualification of any Bidder from the selection process.

#### **5.10 CONSEQUENCES OF NOT ADHERING TO THE PROCESS**

The consequences of not adhering to the specific procedures laid hereinabove will lead to rejection of the proposal and forfeiting the deposit.

#### **5.11 RIGHT TO REJECT THE PROPOSAL**

PCMC is not bound to accept any of the proposals submitted. PCMC reserves the right to reject any or all of the Bids submitted in response to this Request for Proposal at any stage without assigning any reasons whatsoever. Any Bidder shall have no cause of action or claim against PCMC or its officers, employees, successors or assignees for rejection of their RFP.

#### **5.12 BID OPENING**

- i. The Technical bids shall be opened at **1100 hrs. on 22/04/2016** in the presence of such Bidder(s) or their authorized representatives who may be present. The Bidder(s) or the authorized representative(s) who are present shall sign an attendance register. The authorized representative(s) of the Bidder(s) shall submit letter(s) of authority before they are allowed to sign the attendance register and participate in the bid opening. Bidder or its representative should get the original copy of all the documents, which was attached while

submitting the bid online verified by the PCMC office. Failure to submit a copy of documents as per RFP and to get the documents verified will make the Bidders bid as non-responsive and will be rejected. All the true copies submitted should have Bidder's company stamp and should be signed by its authorised representative. Any request for extension of time for submission/opening of tender shall not be entertained due to any reason whatsoever given by any Bidder(s).

- ii. For any Bidder, only one person shall be allowed to attend the bid opening.
- iii. Both Technical Bid and Financial bid will be opened on the date specified for the opening of the bid in this tender notice.

**5.13 PURCHASERS SUPPORT**

- i. The purchaser will provide a place and basic infrastructure (including LCD/projector, air conditioned training room and refreshments during breaks) facility for conducting training and discussion related to work detailed in section 9 of this RFP document.
- ii. Any other cost or facility related to conducting training or scope of work mentioned in section 9 will be borne by Successful Bidder.

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## 6 TECHNICAL AND FINANCIAL CAPABILITY EVALUATION

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Qualification will be based on the assessment of the Technical and Financial capability of the Bidders in taking-up, executing, operating and maintaining the project. The Bidders would be evaluated on eligibility criteria as defined in Section 6.1 and 6.2. The Bidders found to be technically and financially capable (i.e. fulfil all the technical and financial eligibility criteria) would be eligible for the next stage of the selection process.

### 6.1 MINIMUM ELIGIBILITY CRITERIA: TECHNICAL CAPABILITY

The Bidder shall satisfy the following criteria to qualify for the Project.

- a. The Tenderer should be a company (private limited or limited) incorporated under the Companies Act, 1956 or Indian Proprietorship Act 1908 not later than 31st March 2009.
- b. The Tenderer, in the last 5 years, should have completed the consultancy work in the area of ISO for at least 5 agencies which have successfully received the ISO 9001:2008/2015 certification.
- c. The Tenderer or the proposed team leader, in the last 3 years, shall have successfully completed working with at least one Government agency for providing consultancy services for ISO 9001:2008/2015 certification.
- d. The Tenderer, in the last 3 years, should have completed the work for at least one agency and which has successfully received the ISO 9001:2008/2015 certification and where the number of employees covered under the services was greater than 500.
- e. The team leader of the consultancy team proposed by the Bidder should have at least 10 years for professional experience AND should be a certified ISO 9001 lead auditor. The co-team leader of the consultancy team proposed by the Bidder should have at least 7 years for professional experience AND should be a certified ISO 9001 lead auditor. At least one of these should be a permanent employee of the Tenderer since last 3 years.
- f. The consultancy team (excluding the team leader and co-team leader) shall have at least 3 persons, each with experience of working in at least two ISO 9000 consultancy works. Of these, at least 1 person should be permanent employees of the Tenderer and balance 2 persons may be permanent employees or empanelled associates.

The Bidder should furnish the details of experience and furnish evidence to support its claims as per Section 14. Certified copies of the documents should be submitted at the time of Bid opening on 21/04/2016.

## **6.2 MINIMUM ELIGIBILITY CRITERIA: FINANCIAL CAPABILITY**

The Bidder shall satisfy both the following criteria to qualify for the Project.

- a. The Tenderer shall have achieved an average annual turnover from consultancy and audit services for Quality System of at least Rupees 25 lakhs in the last three financial years (1<sup>st</sup> April 2012 – 31<sup>st</sup> March 2015).

The Bidder should furnish the evidence to support its claim as per Section 15.

## **6.3 EVALUATION PROCESS**

A Bidder qualifying on all of the Technical Capability criteria and Financial Capability criteria would be considered Technical and Financially Capable and considered for further evaluation, as discussed under point 4.4.

## **6.4 TECHNICAL AND FINANCIAL CAPABILITY INFORMATION FORMATS**

The information formats for submission of the Technical and Financial Capability information are detailed in Section 14 and Section 15 respectively. The Bidder is required to submit completion certificates/ agreements/ work orders along with any other supporting documents as proof for the technical eligibility criteria. The above-mentioned documents must be provided for the entity eligible to be evaluated under the Technical Capability.

In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In any case, the Audited Annual Financial Statements for three years preceding the latest financial year would have to be provided, failing which the Proposal will be rejected as non-responsive.

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**7 DOCUMENTS TO BE ATTACHED DURING BID SUBMISSION**

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The following documents need to be attached as scanned copy (original document) while submitting the Bid online.

1. Covering Letter as per Section 10
2. Power of Attorney for the authorised representative as per Section 11
3. Certificate from CA for the turnover done during 1<sup>st</sup> April 2012 – 31<sup>st</sup> March 2015, as per Section 15
4. Description of the Bidding Company as per Section 12
5. Undertaking as per Section 13
6. Documents required as per section 14.
7. Scanned copy of PAN card.
8. Declaration of non-association or disclosure of association with PCMC officers or PCMC advisors (Section 5.9).
9. Declaration on company letterhead in case the company accounts are non-audited as mentioned in section 15.

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## 8 GENERAL TERMS AND CONDITION

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### **GENERAL CONDITIONS OF CONTRACT**

#### **1. APPLICATIONS**

These conditions shall apply in all the contracts made by the Purchaser for the procurement of goods/services.

#### **2. STANDARD**

The goods/services supplied under this contract shall conform to the standards mentioned in the Technical Specifications.

#### **3. PATENT RIGHTS**

The Supplier shall indemnify the Purchaser against the third party claims/actions of infringement of Patent, Trademark or Industrial Design Rights arising from use of the goods/services or any part thereof in India.

#### **4. PERFORMANCE SECURITY /GUARANTEE**

The Supplier shall furnish performance guarantee to the purchaser as a compensation for any loss resulting from Supplier's failure to complete its obligation under the contract. Till the successful completion of works as detailed in section 9, Performance Security Deposit deposited by the Successful Bidder shall be retained by the purchaser as performance security.

The performance guarantee shall be discharged by the purchaser after the successful completion of works as detailed in section 9 and award of ISO 9001:2008/2015 certificate from a Certification Body. Further, if the purchaser decides to take annual maintenance contract, then the purchaser shall retain 5% of the annual maintenance contract value as performance security till annual maintenance contract period is successfully completed.

#### **5. INSPECTION AND TESTING**

The Purchaser or its Representatives shall have the right to inspect and test the goods/services for their conformity to the specifications. The inspection will also include a presentation from the Successful Bidder regarding the detail plan for the execution of work, the target deadlines, the content that will be delivered as part of training, training schedule and support required from PCMC or its representatives. Should the goods/services fail to conform to the specifications, the Purchaser may reject them and the Supplier shall make alterations necessary to meet the specifications at his own cost before re-offering the same for further inspection.

Inspection and testing shall be for the details given in section 9.

#### **6. SELECTION OF CERTIFICATION AGENCY FOR ISO 9001:2008/2015**

PCMC reserves all right to decide the final selection of the certification agency for ISO 9001:2008/2015.

**7. WORK PROGRESS CERTIFICATE**

The Supplier will intimate and demonstrate all tasks done by them to purchaser or his authorized representative, after the completion of each stage. Work progress report will be submitted by Supplier after each agreed milestone or specific events or periodic dates describing in detail the work done by the Supplier, as specified in the agreement executed with the Successful Bidder.

**8. PAYMENT TERMS**

After completion of each stage, at one or more agreed locations, the supplier shall submit the bills giving details of the work done. After verification & acceptance, bills will be processed by PCMC for arranging payment by A/c payee cheque. Part/On account payments shall be made during completion of various stages of work (as given in section 9). The details of the payment terms are as follows:

**STAGES OF WORK**

**STAGE 1.0: CONSULTANCY AND TRAINING SERVICES**

<b>DESCRIPTION OF WORK</b>	<b>% of total of Stage 1.0 fees</b>
Training Workshop on "ISO 9001:2008/2015 - Awareness and Principles of Quality Management"	10%
Gap analysis	20%
Documentation/Process Design/Process Implementation	20%
Completion of all activities required to prepare PCMC and its 6 zone offices to obtain ISO 9001:2008/2015 certification from certification body.	25%
ISO 9001:2008/2015 certification of PCMC and its 6 zone offices	25%

**STAGE 2.0: MAINTENANCE SERVICES**

<b>DESCRIPTION OF WORK</b>	<b>% of total of Stage 2.0 fees</b>



**SELECTION OF CONSULTANT FOR ISO 9001:2008/2015 CERTIFICATION FOR PCMC AND ITS SIX WARD OFFICES**

Completion of quarterly audits and pre-surveillance audit in year 1 after certification	20%
Completion of quarterly audits and pre-surveillance audit in year 2 after certification	30%
Completion of half yearly audits in year 3 after certification	50%

The criterion of acceptance of training service shall be the satisfactory training feedback. The criterion of acceptance of consulting service shall be the satisfactory guidance and timely results. Delay, which is out of control of the supplier, shall not be treated as criterion for rejection. An independent consultant shall monitor the project on the supplier performance and progress. The same would be appointed by PCMC at the inception of work, on mutually agreed terms with the supplier. These terms would be specified in the agreement executed with the Successful Bidder.

**9. PRICES**

Prices charged by the Supplier for goods/services delivered and services performed under the contract shall not vary from the prices quoted in the Bid over the period of delivery schedule.

**10. CONFLICTS OF INTEREST**

The Successful Bidder, after being appointed by PCMC for the work discussed under this tender document, shall not be eligible to submit bids or be associated with the entities submitting bid for ISO Certification services for PCMC.

**11. SUB-CONTRACTS**

The Supplier shall not assign /transfer and sub-contract its interests/obligations under the contract without the prior written permission of the purchaser. The same shall be considered by PCMC, only in case the circumstances are found to be exceptional by PCMC and the sub-contractor is found to be a suitable replacement of the supplier's resources.

The Supplier shall notify the purchaser in writing of all sub-contracts awarded under this contract if not already specified in the Bid. Such notification, in the original Bid or later shall not relieve the Supplier from any liability or obligation under the contract.

**12. DELAY IN THE SUPPLIER PERFORMANCE**

Goods/services under the contract shall be provided in accordance with the delivery schedule specified in the Agreement.

If at any time during performance of the contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods/services, the Supplier shall promptly notify the purchaser in writing of the full fact about the delay, its likely duration and cause(s). As

soon as practicable after the receipt of the Supplier's notice, the discretion to extend the period for performance of the contract will be exercised after mutual discussion.

**13. LIQUIDATED DAMAGES (L.D)**

The date of delivery of the goods/services stipulated in the acceptance of tender shall be the essence of the contract and delivery shall be completed not later than the dates specified therein.

Extension of time shall only be granted if PCMC is convinced about the cause stated by the Supplier or the cause of the delay is not in the control of Supplier.

Should the Supplier fail to deliver the services within the period prescribed for delivery, the purchaser shall be entitled to recover **1%** of the value of the delayed supply for each month of delay or part thereof.

**14. FORCE MAJEURE**

If at anytime, during the currency of this contract, the performance, in whole or in part, of any obligation(s) by either party under this contract shall be prevented or delayed by reason(s) of war, hostility, acts of the public enemy, civil disturbance, sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (Herein after referred to as events) provided notice of happenings of any such event is given by of occurrence thereof, neither party shall by reason(s) of such event be entitled to terminate this contract which shall resume as soon as practicable after such event(s) may come to an end or cease to exist. The decision of PCMC as to whether an event justifies invocation of force majeure shall be final and conclusive.

**15. TERMINATION FOR DEFAULT**

The Purchaser by a written notice of default, may, without prejudice to any other remedy for breach of contract, terminate the contract, in whole or in part as the case may be

- i. If the Supplier fails to deliver any or all of the goods/services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser.
- ii. If the Supplier fails to perform any obligation(s) under the Contract, and
- iii. If the Supplier, under either of the above circumstances, does not remedy his failure(s) within a period of 90 days (or such longer period as the Purchaser may allow in writing) after the receipt of the default notice.

**16. TERMINATION FOR INSOLVENCY**

The Purchaser may at any time terminate the contract by a written notice of **15 days** to the Supplier, if the Supplier becomes bankrupt, or incompetent (due to reasons such as resignation of his performers without equally or more competent replacement) or otherwise insolvent, provided that such termination shall not prejudice or affect any right or action or remedy which had accrued or might accrue.

**17. ARBITRATION**

All disputes or differences whatsoever arising between the parties out of or relating to the work specified in the tender document or work order or any document related to this work (ISO 9001:2008/2015), meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of Arbitration of the Indian Council of Arbitration and the reasoned award made in pursuance thereof shall be binding on the parties.

The authority and venue of the arbitration proceedings shall be of the office of the Commissioner, PCMC, at Pimpri or such other places as the Arbitrator (Commissioner, PCMC) may decide.

**18. SUBJECT LAWS & JURISDICTION**

The Agreement shall be governed by Indian Laws and the Courts at Pune will have jurisdiction to entertain any dispute(s) or claim(s) arising out of such dispute(s).

**19. SET OFF**

Any sum of money due and payable to the Supplier (including Security Deposit refundable to him) under the contract may be appropriated by the purchaser and set off the same against any claim of the purchaser arising out of the Agreement or under any Agreement made by the Supplier with the Purchaser.

**20. LANGUAGE**

The spoken language for the training and workshop undertaken as part of the work for consultancy of ISO 9001:2008/2015 (as specified in Section 10) should be in English, Hindi and Marathi. All the documentation/remaining works under section 9 will be in English and Marathi.

**9 CONSULTANCY WORK DESCRIPTION**

*(Bid quote is invited for each stage of work of the RFP document)*

**SCOPE:**

Consultancy and maintenance support to Pimpri Chinchwad Municipal Corporation and 6 zone offices to obtain ISO 9001:2008/2015 Certification from a certification agency/company selected by PCMC including training on quality improvement to its employees.

Consultancy service refer to advising, training and documentation from the beginning till the obtaining the certification and will also ensure that ISO 18091:2014 guidelines are followed in the process.

Maintenance support refers to the supervisory, audit and advisory services on process implementation and quality system documentation, for a period of three years after PCMC obtains the ISO certification.

**STAGES OF WORK**

**STAGE 1.0: CONSULTANCY AND TRAINING SERVICES**

Stage*	DESCRIPTION OF WORK
1.1*	<p>Training Workshop on “ISO 9001:2008/2015 - Awareness, Principles of Quality Management and how to achieve reliable results through the application of ISO 9001:2008/2015 on an integral basis” covering in detail the topic ‘How to improve the service delivery mechanism of Pimpri Chinchwad Municipal Corporation and its six zone offices covering each of their departments, to ensure desired work results.’</p> <p>This should result in about 15 hours of training each for about 2600 employees of PCMC.</p>

<p>1.2*</p>	<p><b>Gap analysis</b></p> <ul style="list-style-type: none"> <li>• Understanding all the operations of PCMC departments and 6 zone offices.</li> <li>• Develop process map for the activities of the organization.</li> <li>• Comparing existing operations with the requirements of ISO 9001:2008/2015 standard and how to enhance the service mechanism.</li> <li>• Communicating the findings to respective department's heads and class B/class C officers or the designated person for ISO administration in each department. These officers/employees should attend the training in the 5-6 batches to gather understanding that facilitates their decision making.</li> </ul> <p>Here the Class B and Class C officers/employees would have a detailed interactive training session of about 15-20 hours each depending on the need assessed by the consultant.</p>
<p>1.3*</p>	<p><b>Documentation/Process Design/Process Implementation</b></p> <p>Preparation of complete documentation, process design and process implementation compiled under a Quality Manual, covering all the topics mentioned below to satisfy ISO 9001:2008/2015 certification criteria.</p> <ul style="list-style-type: none"> <li>• Functional Procedures</li> <li>• Work Instructions</li> <li>• System Procedures</li> <li>• Formats</li> <li>• Departmental / individual assistance in implementing the new processes/ documents.</li> <li>• Communicating the findings to respective department's class B/class C officers or the designated person for ISO administration in each department.</li> </ul>
<p>1.4*</p>	<p><b>Training Workshop on ISO 9001:2008/2015 to employees</b></p> <ul style="list-style-type: none"> <li>• Provide training workshop for implementing the ISO 9001:2008/2015</li> <li>• Suggest corrective and preventive action for improvements in each of the audited department.</li> </ul> <p>Here the select Class B and Class C officers would have a detailed training session of about 30-40 hours each depending on the need assessed by the consultant.</p>

**SELECTION OF CONSULTANT FOR ISO 9001:2008/2015 CERTIFICATION FOR PCMC AND ITS SIX WARD OFFICES**

1.5*	To prepare PCMC and its 6 zone offices to obtain ISO 9001:2008/2015 certification from certification body.
A	The trained internal auditors will perform regular audits, under the guidance and leadership of consulting firm. The consulting firm will carry out internal audit before Certification audit.
B	Review with each department of non-compliance of Internal Quality Audit, assistance in taking corrective action and areas of improvement in Management review meeting through required training and assistance programs.
C	Assistance in incorporating the compliance requirement suggested by certification agency after its initial assessment.

**STAGE 2.0: MAINTENANCE SERVICES**

Stage	Description of work
2.1*	<b>Maintenance Assistance</b>
A	After the initial certification audit and before the first surveillance audit the consultant will help PCMC in migrating from ISO 9001:2008 to ISO 9001:2015.
B	After PCMC receives certification, for the subsequent three years, the consulting firm will carry out internal audit annually, three months before Surveillance audit of certification agency.
C	In addition to the above, after PCMC receives certification, the consulting firm will conduct internal audits once every quarter during the first 2 years (three times a year, in addition to the pre-surveillance audit) and then once every year six months i.e. twice during the third year.)
D	Review with each department of non-compliance of Internal Quality Audit, assistance in taking corrective action and areas of improvement in Management review meeting.
E	Assistance in incorporating the compliance requirement suggested by certification agency after its surveillance assessment through advisory, training and documentation services, as required.

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**10 FORMAT OF THE COVERING LETTER**

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*(Scanned copy (original) of covering letter is to be submitted by the Bidding Company along with the online Bid. To be provided on the Company's letterhead)*

Date:

Place:

To

The Joint Commissioner (Central Store),  
Pimpri Chinchwad Municipal Corporation,  
Pimpri Chinchwad Municipal Corporation Main Building,  
Pimpri – 411 018  
Maharashtra

Dear Sir,

**Sub: Consultancy of ISO 9001:2008/2015 for PCMC and 6 zone offices**

In response to the *Request for Proposal* ("RFP") Document issued by the PCMC dated ----, 2016.

We hereby confirm the following:

1. The Bid is being submitted by \_\_\_\_\_ (*name of the Bidding Company*) who is the Bidding Company, in accordance with the conditions stipulated in the RFP.
2. We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by PCMC and in any subsequent communication sent by PCMC. We agree and undertake to abide by all these terms and conditions. Our Bid is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from PCMC.
3. The information submitted in our Bid is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid.
4. We confirm that our BID Proposal (submitted online) does not contain any Conditions.
5. The Bidding Company satisfies the legal requirements and meets all the eligibility criteria laid down in the RFP.
6. A Power of Attorney from the Bidding Company authorising the undersigned as the Authorised Representative who is authorised to perform all tasks including, but not limited to



providing information, responding to enquiries, entering into contractual commitments on behalf of the Bidder, etc., in respect of the Project is included as a part of the Proposal.

7. We confirm that our Bid is valid for a period of 90 days from the last date of submission of the Bid.

For and on behalf of :

Signature :

(Authorised Representative and Signatory)

Name of the Person :

Designation :

Enclosures: Power of Attorney

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**11 FORMAT OF POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE**

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*(On a Stamp Paper of relevant value)*

Power of Attorney

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for the project "Consultancy of ISO 9001:2008/2015 Certification for PCMC and its 6 zone office", including signing and submission of all documents and providing information / responses to Pimpri Chinchwad Municipal Corporation ("PCMC"), representing us in all matters before PCMC, and generally dealing with PCMC in all matters in connection with our Proposal 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)

Accepted

..... (Signature)

(Name, Title and Address of the Attorney)

*Note:*

- *In case of Bidders who are not resident in India, the Power of Attorney may be submitted on plain paper attested by any authorised officer of the Embassy of India and duly stamped by the Registration Department of the Government of Maharashtra.*
- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a 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.*
- *In case an authorised Director of the Bidder signs the Proposal, a certified copy of the appropriate resolution conveying such authority may be enclosed in lieu of the Power of Attorney.*

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**12 DESCRIPTION OF THE BIDDING COMPANY**

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**Details of Bidding Company:**

Name of the Bidding Company	
Address of the Registered/ Head Office of the Bidding Company	
Contact Number:	
Certificate of Incorporation / Commencement Certificate (if any)	Scanned copy (original) be attached with the online Bid.
Current staff strength	

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**13 FORMAT FOR UNDERTAKING**

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*(To be executed on a Non-judicial Rs. 100 Stamp Paper as per the Stamp paper Act prevailing in the State of Maharashtra)*

The information/ documents submitted by us are true to our knowledge and if the information/ documents so furnished shall be found to be untrue or false, the Bid shall be liable to be disqualified and our Earnest Money Deposit accompanying the Bid will be forfeited.

Also we are aware that if the information/ document furnished is found to be untrue or false during the currency of contract, then our contract is liable to be terminated.

We hereby declare that we have made ourselves thoroughly conversant with the specifications, conditions laid by PCMC for this Bid and we have understood the same before submitting this Bid.

We hereby certify and confirm that in the preparation and submission of our Bid for the proposals listed below, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or in kind to any person or agency in connection with the instant proposals.

We agree that the amount of Earnest Money Deposit shall be liable to be forfeited by PCMC, should we fail to abide by the stipulation to keep the offer open for a period of not less than 90 days from the date fixed for opening the same and thereafter until it is withdrawn by us by the notice in writing duly addressed to the authority opening the Bid.

Bidder \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2016

Signature of Bidder

Witness

Address \_\_\_\_\_  
\_\_\_\_\_

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2016

Signature of Witness

**14 INFORMATION FORMAT FOR TECHNICAL CAPABILITY**

**Experience of the Bidder and Supporting documents**

Sr. No.	Qualification Criteria	Supporting Documents
1	The Tenderer should be a company (private limited or limited) incorporated under the Companies Act, 1956 or Indian Proprietorship Act 1908 not later than 31 <sup>st</sup> March 2009.	Incorporation certificate of the Tenderer.
2	The Tenderer, in the last 5 years, should have completed the consultancy work in the area of ISO 9000 for at least 5 agencies which have successfully received the ISO 9001:2008/2015 or ISO 9001:2000 certification.	<p>Work completion certificate from the each agency specifying the completion date, nature and scope area (and code) of services.</p> <p>Also mention name, designation, address and telephone number of the contact officer from whom the details can be verified.</p>
3	The Tenderer or the team leader, in the last 3 years, shall have successfully completed working with at least one Government agency for providing consultancy services for ISO 9001:2008/2015 or ISO 9001:2000 certification.	<p>Work completion certificate from the Government agency specifying the completion date, nature and scope area (and code) of services.</p> <p>Also mention name, designation, address and telephone number of the contact officer from whom the details can be verified.</p>
4	The Tenderer, in the last 3 years, should have completed the work for at least one agency and which has successfully received the ISO 9001:2008/2015 or ISO 9001:2000 certification and where the number of employees covered under the services was greater than 500.	<p>Work completion certificate from the agency specifying the nature and scope of services, clearly specifying the number of employees covered under the services provided by the Tenderer.</p> <p>Also mention name, designation, address and telephone number of the contact officer from whom the details can be verified.</p>

**SELECTION OF CONSULTANT FOR ISO 9001:2008/2015 CERTIFICATION FOR PCMC AND ITS SIX WARD OFFICES**

Sr. No.	Qualification Criteria	Supporting Documents
5	The team leader of the consultancy team proposed by the Bidder should have at least 10 years for professional experience AND should be a certified ISO 9001 lead auditor. The co-team leader of the consultancy team proposed by the Bidder should have at least 7 years for professional experience AND should be a certified ISO 9001 lead auditor. At least one of these should be a permanent employee of the Tenderer since last 3 years.	<p>Curriculum Vitae of the team leader and Co-team leader certified by the Tenderer.</p> <p>Certification for team leader and co-leader as certified ISO 9000 lead auditors.</p> <p>Proof of employment of team leader or co-team leader (at least one) mentioning their name, designation, date of employment. The specified information should be made available on the company's letterhead.</p>
6	The consultancy team (excluding the team leader and co-team leader) shall have at least 3 persons, each with experience of working in at least two ISO 9000 consultancy works. Of these, at least 1 person should be permanent employees of the Tenderer and balance 2 persons may be permanent employees or empanelled associates.	<p>Proof of employment of team members mentioning their name, designation, date of employment and experience of working in the specified areas clearly mentioning the work area (and code) along with corresponding client's name and contact details. The specified information should be made available on the company's letter head.</p> <p>Proof of empanelment of team members mentioning their name, date of empanelment with the Tenderer and experience of working in the specified areas clearly mentioning the work area (and code) along with corresponding client's name and contact details. The specified information should be made available on the company's letterhead.</p>

**Supporting documents**

The Bidder should provide details of only those projects undertaken by it under its own name. Project experience of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the experience. All the true copy of the supporting documents required as per this RFP should have bidding company seal and signed by company's authorised representative.

For online submission, scanned copy of all the original documents should be uploaded.

**15 INFORMATION FORMAT FOR FINANCIAL CAPABILITY**

Qualification Criteria	Turnover (Rs Lakhs) *				Supporting Documents
	2012-13	2013-14	2014-15	Average	
The Tenderer shall have achieved an average annual turnover from consultancy and audit services for Quality System of at least Rupees 25 lakhs in the last three financial years (1st April 2012 – 31 <sup>st</sup> March 2015).					Certificate from a qualified Chartered Accountant for the turnover of the firm achieved during 1st April 2012 – 31st March 2015.

As per audited annual financial statements

The Bidder should provide the Financial Capability based on its own financial statements.

General Instructions:

The Bidder shall provide the audited annual financial statements for the last three years as on 31<sup>st</sup> March 2015. In case the annual accounts for the latest financial year are not audited and therefore the Bidder could not make it available, the Bidder shall give an undertaking to that effect and the statutory auditor shall certify the same. In such a case, the Bidder may provide the unaudited Annual Accounts (with Schedules) for the latest financial year. In any case, the Audited Annual Financial Statements for three years preceding the latest financial year would have to be provided, failing which the Proposal will be rejected as non-responsive.

This submission shall be certified by the statutory auditor. The independent auditor issuing the certificate should clearly indicate his/her membership number assigned by the Institute of Chartered Accountants of India (ICAI) or equivalent organisation abroad.

16 BID PROPOSAL FORMAT

(To be Submitted only through the online tendering system of PCMC)

Date:  
Place:

To  
The Joint Commissioner (Central Stores),  
Pimpri Chinchwad Municipal Corporation,  
Pimpri Chinchwad Municipal Corporation Main Building,  
Pimpri – 411 018  
Maharashtra  
Dear Sir,

**Sub: Consultancy for ISO 9001:2008/2015 Certification for PCMC and its 6 zone Offices**

Please find enclosed our Bid Proposal which PCMC shall pay to \_\_\_\_\_ (Biding company name) for taking up **Consultancy of ISO 9001:2008/2015 Certification for PCMC and its 6 (six) zone Offices** in response to the Request for Proposal (“RFP”) Document issued by the PCMC dated \_\_\_ 2016.

<b>Stage 1.0</b>	<b>In Figures</b>
<b>CONSULTANCY AND TRAINING SERVICES</b>	
<b>Stage 2.0</b>	<b>In Figures</b>
<b>MAINTENANCE SERVICES</b>	
<b>Total</b>	

The above figures shall be inclusive of all taxes including Service Tax.

Thanking you,

Yours sincerely,

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

Signature : *(Authorised Representative and Signatory)*

Name of the Person :

Designation :

Note:



**SELECTION OF CONSULTANT FOR ISO 9001:2008/2015 CERTIFICATION FOR PCMC AND ITS SIX WARD OFFICES**

*In case of a discrepancy between the Development Premium expressed in figures vis-à-vis the Premium expressed in words, the latter shall govern.*

**17 PCMC REGISTRATION FORM FORMAT**

(Copy should be submitted in person for registration along with attested (i.e with company seal and signed by authorised representative of Bidder) true copy. Original document should be carried for verification during registration)

**PIMPRI CHINCHWAD MUNICIPAL CORPORATION**

**PIMPRI – 411018.**

**APPLICATION FOR E-TENDERING REGISTRATION**

NAME OF DEPARTMENT: \_Central Stores (PCMC) \_

- 1) Applicant / Firm/Company Name \_\_\_\_\_
- 2) Owner/Partner/ Name of Director \_\_\_\_\_
- 3) In case of Partnership Firm Registration Certificate No. \_\_\_\_\_
- 4) In Case of Company Reg. Certificate No \_\_\_\_\_
- 5) Office Address \_\_\_\_\_
- 6) Correspondence Address \_\_\_\_\_
- 7) Tel. Nos \_\_\_\_\_ Office \_\_\_\_\_ M.No \_\_\_\_\_
- 8) Registration for Which Dept. \_\_\_\_\_ Grade \_\_\_\_\_
- 9) Works executed in the last three years from date of Registration. Attach proof of work as annexure.
- 10) A) Shop Act License Validity From Dt. \_\_\_\_\_ To \_\_\_\_\_  
B) Service Tax Registration No Validity From Dt. \_\_\_\_\_ To \_\_\_\_\_  
C) Pan Card No \_\_\_\_\_

Note :- 1) This application available on PCMC web site [www.pcmcindia.gov.in](http://www.pcmcindia.gov.in)

2) Registration valid upto 31<sup>st</sup> March of every year

Date :-

Place :- Applicant Signature

**(For office use only)  
Undertaking for registration with PCMC**

I \_\_\_\_\_(Bidding company representative) on behalf of my firm \_\_\_\_\_( Name of bidding firm) have submitted the following attested true copy of required documents for registration with PCMC to participate in e-tendering process.

1. Pan card of the company.
2. Service tax registration or Vat Registration of company.
3. Residence proof and Pan card of the individual on whose name the bidding company should be registered. Following documents are accepted as address proof: a) Telephone bill b) Electricity bill c) Passport d) Bank Passbook e) Voter's card.
4. Authorization letter on company's letterhead mentioning the name of the person under whom the bidding company has to be registered.
5. Two passport size photograph of the person under whom the bidding company is to be registered.
6. MoA (Memorandum of Association) or AoA (Articles of Association) as proof of the existence of firm or registration of firm document as proof of existence of the bidding company.
7. True copy of three ID Proof should be submitted. The acceptable documents are Passport, pan card, licence, ration card and election card.

**Declaration**

I have enclosed all the certified photo copies of documents required for registration along with the registration form. I know that if any document is found false/fraudulent after giving registration by Pimpri Chinchwad Municipal Corporation, I will be responsible to be prosecuted by Pimpri Chinchwad Municipal Corporation as per the provision of Indian Penal Code. I also agree that in the tender, if special documents are required or demanded by Pimpri Chinchwad Municipal Corporation for the efficient execution of tender work, I will submit certified true copies of the special documents by way of scanning the same or PDF files as attachment while submitting the tender online. I also agree that original document will be produced to the registering authority for verification of certified photocopies on the day of submitting the registration form.

Name and Signature of the applicant

**18 LIST OF DEPARTMENTS**

The list of the departments for nominating its employees under ISO 9001:2008/2015 training is specified below. Total number of employees will be 2575. The number of employees under each department is tentative and is subjected to change during finalisation of the agreement for the ISO work but will not exceed 2600.

Sr. No.	Departments of PCMC	Number of employees	
		Class B	Class C
1	Administration	04	52
2	Town Planning	04	52
3	Audit	00	42
4	Accounts	02	41
5	Computer	01	16
6	Legal & Labour Welfare	02	09
7	Workshop (Vehicle maintenance)	01	27
8	Secretary Deptt. (meetings)	00	31
9	Public relation Deptt.	02	13
10	Building Permission	13	61
11	Encroachment Deptt.	00	05
12	License Deptt	00	09
13	Octroi/LBT	02	113
14	Garden	02	65
15	City Slum Development scheme (Nagar vasti)	01	17
16	Slum Rehabilitation	00	26
17	Central Stores	01	21
18	Fire Deptt.	00	53
19	Security	02	09
20	Education Deptt	01	23
21	Election	00	05
22	Land and Assets Deptt.	01	14
23	Sports Deptt.	01	68
24	Citizen Facilitation Centre	00	05
25	Civil Deptt.	11	48
26	Slum (Civil) Deptt.	02	09
27	Electrical Deptt.	02	27

**SELECTION OF CONSULTANT FOR ISO 9001:2008/2015 CERTIFICATION FOR PCMC AND ITS SIX WARD OFFICES**

Sr. No.	Departments of PCMC	Number of employees	
		Class B	Class C
28	Water and Sewerage Deptt.	06	41
29	Property Tax (15 division)	01	183
30	Medical Deptt	82	346
31	Secondary Education Deptt.	08	295
32	A-Zone	09	109
33	B-Zone	09	96
34	C-Zone	11	125
35	D-Zone	09	106
36	E-Zone	07	109
37	F-Zone	07	100
	<b>Total</b>	<b>204</b>	<b>2371</b>
	<b>Cumulative Total</b>	<b>2575</b>	

### Details of tender

**Name of Tender :** Selection of consultant for providing consultancy and maintenance support services for ISO 9001:2008/2015 Certification for pcmc and its six ward offices.

1. Tender Estimate

Sr no	Tender Item Name	Tender Estimate (Rs)
1	Consultancy Fee for undertaking scope of work indicated in Section 9 of the RFP	23,00,000/-
	Service Tax (14.5%)	3,33,500/-
	<b>Total</b>	<b>26,33,500/-</b>

2. Cost of Tender Document: The cost of the tender document is Rs. 1500/- to be submitted by the bidder during the submission of the paid the etendering systems of PCMC. No hard copy of the tender document shall be made available for sale.

3. EMD or Bid security shall be 1 % of tender estimate cost.The EMD for the tender shall be Rs. 26,335/- Tee EMD shall be paid through the etendering systems of PCMC.

4.Performance Security shall be 5%of the tender awarded cost. The performance security ad per the tender estimate shall be Rs.1,31,675/- Since bider has already provided the bid security (1%of tender estimate) at the time of biding, blance 4% should be submitted by the successful bidder in the form of FDR or bank guarantee(irrevocable)

Sd/-

Commissioner

Pimpri Chinchwad Municipal Corporation

**Draft Agreement**

**AGREEMENT FOR SELECTION OF CONSULTANT FOR PROVIDING  
CONSULTANCY AND MAINTENANCE SUPPORT SERVICES FOR ISO  
9001:2008/2015 CERTIFICATION FOR PCMC AND ITS 6 ZONE OFFICES**

Tender notice no. \_\_\_/2015-16 dated: \_\_\_\_\_ accepted by the Commissioner dated: \_\_\_\_\_ and same is sanctioned by Standing Committee vide resolution no. \_\_\_\_\_ dated: \_\_\_\_\_.

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2016 by and between the Pimpri Chinchwad Municipal Corporation (hereinafter referred as "PCMC"), a statutory body under the Bombay Provincial Municipal Corporation Act, 1949 and having its registered office at Pimpri Chinchwad Municipal Corporation, Mumbai - Pune Road, Pimpri, Pune 411018, Maharashtra, **Shri. \_\_\_\_\_, Assistant Commissioner (Administration),** Aged – 44, herein after called "the CLIENT" (which expression shall mean and include its successors and permitted assigns) the party of the FIRST PART

**And**

\_\_\_\_\_ having its Registered Office at \_\_\_\_\_,  
\_\_\_\_\_, Shri  
\_\_\_\_\_, Director, aged – \_\_\_ years, hereinafter called "CONSULTANT" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) the party of the SECOND PART.

WHEREAS PCMC is statutory and local body and the power to enter into and execute an Agreement has been conferred upon the Commissioner, PCMC and the same is delegated by the Commissioner to Assistant Commissioner (Administration), PCMC through order no. \_\_\_\_\_ dated: \_\_\_\_\_.

AND WHEREAS M/s \_\_\_\_\_ is a registered private limited company dedicated to the cause of providing consultancy services for Quality Management System (ISO 9001:2008) (ISO 9001:2008/2015), Environment Management System (ISO 14001:2004), Health and Safety Management System (OHSAS 18001: 1999) etc. to bring about quality process and systems in organisations and the power to enter into and execute an Agreement has been conferred upon the Director Shri. \_\_\_\_\_.

AND WHEREAS PCMC intends to implement ISO 9001:2008/2015 process through training of its employees to be quality auditors, conducting gap analysis and preparation of quality manual for the functions performed and services provided as per procedure laid down under ISO 9001:2008/2015 manual.

AND WHEREAS \_\_\_\_\_ offered the services could be paid as per the rates submitted in response to the tender notice no. \_\_\_/2015-2016 and the same is accepted by the party of First Part for the said tender for the Consultancy service (within 12 months from the work order date) and Maintenance (for 3 years after PCMC receives ISO Certification) support of ISO 9001:2008/2015 for PCMC and its SIX Zone offices, accepted by the Standing Committee of PCMC and M/s \_\_\_\_\_ has agreed to provide Consultancy service and Maintenance support of ISO 9001:2008/2015 for PCMC and its SIX Zone offices as per RFP Document within the time period of 12 months from the date of Work Order for Consultancy service and Maintenance support for a period of 36 months after PCMC receives ISO 9001:2008/2015 Certification.

AND WHEREAS the Standing Committee of the PCMC has accepted the bid of the CONSULTANT vide its resolution number \_\_\_\_\_ dated \_\_\_/\_\_\_/\_\_\_\_;

AND WHEREAS the CLIENT vide its letter bearing No. \_\_\_\_\_ dated: \_\_\_/\_\_\_/\_\_\_\_ has shown its intent to appoint the CONSULTANT for providing ISO service and advised the CONSULTANT to enter into an Agreement for the said Assignment.

AND WHEREAS the CONSULTANT has agreed to provide the Consultancy services vide their letter no. \_\_\_\_\_ dated: \_\_\_/\_\_\_/\_\_\_\_ within a period of **12 (twelve)** months from the date of Work Order for preparing PCMC and its SIX ZONE offices for ISO Certification and subsequently after acquiring the ISO certification, Maintenance support of ISO certification for period of **36 (thirty-six)** months from the date of issue of ISO certification to PCMC, subject to such terms and conditions set forth in this Agreement;

AND WHEREAS the following documents attached hereto shall be deemed to form an integral part of this Agreement:

1. Annexure A – detailing the Scope of Work for the Assignment.
2. Annexure B – detailing the mutually agreed Deliverables of the Assignment for the



release of payment as per Article 7.

3. Annexure C - Request for Proposal (RFP) for the ISO tender no. \_\_\_/2015-16 dated:  
\_\_\_\_\_
4. Annexure D - Response to the comments of the Consultant on draft ISO Agreement received via mail on dated \_\_\_\_\_.

## **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

### **1 DEFINITIONS AND INTERPRETATIONS**

#### **1.1 Definitions**

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

**“Additional Charge”** shall mean the additional expenditure and / or the additional operating costs or both as the case may be, which the Successful Bidder would be required to incur as per Article 2.7.

**“Agreement”** shall mean this Agreement with its recitals and schedules, and includes any amendments hereto made in accordance with the provisions hereof.

**“Applicable Law”** means and includes any statute, law, bye-law, rule, regulation, ordinance, judgment, order, decree, injunction, writs or orders of any court of record, clearance, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration having the force of law of any of the foregoing, by any Government Agency having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter.

**“Applicable Permits”** shall mean all clearances, permits, authorisations, consents and approvals required to be obtained or maintained by the CONSULTANT under Applicable Law, in connection with the development and maintenance of the Project during the subsistence of this Agreement.

**“CONSULTANT”** shall mean M/s \_\_\_\_\_.

**“CLIENT”** shall mean Pimpri Chinchwad Municipal Corporation (PCMC).

**“Consultancy Service”** shall mean as described in Annexure A under Scope of Work of this Agreement.

**“Completion Certificate”** shall mean the written note issued by PCMC stating the completion of activities as per the Scope of Work of this agreement.

**“Force Majeure” or “Force Majeure Event”** shall mean an act, event, condition or occurrence as specified in Article 14 of this Agreement.

**“Good Industry Practice”** shall mean the exercise of that degree of skill, diligence, prudence, integrity and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced

person engaged in the implementation, operation and maintenance or supervision or monitoring thereof or any of them of a project similar to that of the Project.

“**Government Agency**” shall mean Government of India (GoI), Government of Maharashtra (GoM), PCMC or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Parties, the Project or any portion thereof, or the performance of all or any of the services or obligations of the CONSULTANT under or pursuant to this Agreement.

“**Maintenance Support**” shall mean as described in Annexure A under Scope of Work of this Agreement.

“**Material Adverse Effect**” shall mean a material adverse effect on (a) the ability of the CONSULTANT to exercise any of its rights to perform / discharge any of its duties / obligations under and in accordance with the provisions of this Agreement and / or (b) the legality, validity, binding nature or enforceability of this Agreement.

“**Project**” shall mean as consultancy and maintenance support service required for ISO 9001:2008/2015 certification for PCMC and its Six zone offices, as detailed in Annexure A of this agreement.

“**Performance Security**” shall mean the fixed deposit receipt (FDR) provided by the CONSULTANT as a guarantee for the performance of its obligations and is in accordance with Article 3.1.

“**Period of Contract**” shall mean the Consultancy service period of 12 months from the date of Work Order and Maintenance support period of 36 month from the date of receipt of ISO 9001:2008/2015 Certificate to Pimpri Chinchwad Municipal Corporation.

“**Preliminary Notice**” shall mean the notice of intended termination by the Party entitled to terminate this Agreement to the other Party setting out, inter alia, the underlying Event of Default.

“**Request for Proposal (RFP)**” shall mean the ‘Request for Proposal Document’, dated \_\_\_\_\_ issued by PCMC to the bidders in the proposal stage, as may be amended and modified from time to time together with all Annexures, Schedules, along with such corrigendum, addendum, amendments which may be made from time to time.

“**Rupees**” or “**Rs.**” refers to the lawful currency of the Republic of India.

“**Scope of Work**” shall mean as described in Annexure A of this agreement.

“**Termination**” shall mean early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement, but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.

“**Termination Date**” shall mean the date specified in the Termination Notice as the date on which Termination occurs.

“**Termination Notice**” shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

## 1.2 Interpretation

In this Agreement, unless the context otherwise requires,

1. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
2. references to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
3. the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);
4. the headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
5. the words "include" and "including" are to be construed without limitation;
6. any reference to day, month or year shall mean a reference to a Gregorian calendar day, month or year respectively;
7. the Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
8. any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
9. references to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;
10. the damages payable by either Party to the other of them as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty;
11. any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days or dates;
12. in case of any conflict or discrepancy in the articles/ clauses in the body of the Agreement and those in the schedules, the articles/ clauses in the body of the Agreement shall prevail.
13. any agreement entered by the CONSULTANT for the purpose of this Project shall be to the extent of the rights provided under the provisions of this Agreement. Further, the timelines mentioned in this Agreement shall be strictly adhered while entering into any other agreement for the purpose of this Project. It is hereby clarified that in the event of any conflict / dispute between the terms and conditions of the other agreement entered by the

CONSULTANT for the purpose of this Project with that of this Agreement, then the provisions of this Agreement would prevail.

## 2 OBJECTIVE OF THE AGREEMENT

The objective of the agreement is to provide support services to the CLIENT in order to obtain ISO 9001:2008/2015 certificate along with providing training on quality improvement and implementation of ISO to Head of Departments and all class B and class C officers (approx 2600 persons). The following activities is expected to be performed under this agreement

1. CONSULTANT shall perform the Project pursuant to the Scope of Work annexed as Annexure A to this Agreement. This Scope of Work is intended to be implemented over a Period of Contract.
2. As per proposal submitted by the CONSULTANT, the CONSULTANT has agreed to perform its obligations as per the Scope of Work under this Agreement within 12 (twelve) months for the Consultancy service and for a period of 36 (thirty six) months for Maintenance support after PCMC receives ISO 9001:2008/2015 certificate. The Standing Committee of the PCMC has given its sanction vide Resolution No. \_\_\_\_\_ dated \_\_\_\_\_ for the execution of work.
3. CLIENT shall pay to the CONSULTANT a professional fee of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for its Consultancy service and Rs. \_\_\_\_\_ for the Maintenance support of the Project. As per the RPF, the service tax shall be a part of the professional fee paid to the CONSULTANT in accordance with the schedule of payment mentioned in Article 7.
4. The CLIENT hereby agrees to pay the CONSULTANT in consideration of the performance of the services such amounts as may become payable as per time schedule and in the manner prescribed in this Agreement.
5. In consideration of the payment to be made by the CLIENT to the CONSULTANT as hereinafter mentioned, CONSULTANT hereby agrees with the CLIENT to perform/provide its services in conformity with the provisions of the Agreement and as per the Scope of Work annexed as Annexure A.
6. No amendments, modifications or supplements to the Scope of work shall be effective except in writing, signed by the authorized signatories of the CONSULTANT and the CLIENT.
7. The CLIENT can approach CONSULTANT to change the Scope of Work. The CONSULTANT (at its discretion) shall inform in writing the acceptance of change in Scope of Work and the additional charge for the changes Scope of Work shall be finalized in mutual discussion.

### **3 CONDITIONS PRECEDENT**

#### **3.1 Responsibilities of CONSULTANT**

The Operator shall fulfill the following conditions precedent within **30 (thirty) days** from the date of signing of this Agreement:

1. The CONSULTANT shall have executed a Performance Security in favour of PCMC for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) in the form of fixed deposit receipt (FDR) from a nationalized / schedule bank located at Pimpri for the Project at the time of signing of the Agreement (Earnest Money Deposit of Rs. \_\_\_\_\_ submitted with the bid has been converted into Performance Security deposit). The FDR should be valid for the period of this agreement. The Performance security for consultancy services will be returned after receiving the ISO 9001:2008/2015 certificate by PCMC. PCMC will retain 5% of the amount for the maintenance support as Performance security till the expiry of the maintenance support period. The Performance Security for maintenance support shall be returned to the CONSULTANT after 6 month from the date of issue of Completion certificate by CLIENT or 3 months from the date of final payment, whichever is earlier.
2. The CONSULTANT shall have prepared and submitted to Project Officer, for verification the educational and work experience details for each of the staff employed by CONSULTANT for the implementation of ISO 9001:2008/2015 at PCMC.
3. CONSULTANT shall submit to the Project Officer, the Implementation plan for the Project.

#### **3.2 Responsibilities of CLIENT**

CLIENT shall fulfill the following conditions precedent within **25 (twenty five) days** from the signing of this agreement:

1. CLIENT shall provide the list of officials nominated for undergoing training for ISO 9001:2008/2015 including list of Class B and C officers who will take internal auditor training.
2. CLIENT shall appoint Project Officer for implementation of ISO 9001:2008/2015 Assignment.

#### **3.3 Cost of Satisfying the Conditions Precedent**

The cost of satisfying the above Conditions Precedent shall be borne by the respective Parties responsible for satisfaction of the Conditions Precedent.

### **3.4 Non- fulfillment of the Conditions Precedent**

1. In case of non-fulfillment of the Conditions Precedent attributable to reasons beyond the control of the CONSULTANT or CLIENT, the period for satisfaction of Conditions Precedent may be extended by mutual consent of the CONSULTANT and the CLIENT.
2. If any of the Conditions Precedent contemplated in Articles 3 has not been satisfied in full or has not been waived, within the time stipulated or from such extended time that the Parties may agree upon, then and in such event the Party other than the defaulting Party shall have the right to terminate this Agreement by giving 30 (thirty) days notice in writing to the other Party, given at any time thereafter, but prior to such Conditions Precedent being satisfied or waived, and if the Conditions Precedent are not satisfied or waived within such notice period, upon expiry of such notice, this Agreement shall terminate.
3. If the Agreement is terminated due to non-satisfaction of Conditions Precedent set forth in Article 3.1, the CONSULTANT shall not be compensated in any manner whatsoever and the Performance Security shall be forfeited and encashed by the CLIENT.
4. If the Agreement is terminated due to non-satisfaction of Conditions Precedent set forth in Article 3.2, then CLIENT shall release the Performance Security.

## **4 CLIENT's RESPONSIBILITY/SUPPORT**

1. The CLIENT shall provide the basic infrastructure facility for conducting training and discussions with PCMC employees.
2. The CLIENT shall appoint a senior level officer as Project Officer to supervise overall implementation of the Project.
3. The CLIENT shall appoint Certification Agency for getting the ISO 9001:2008/2015 certificate within 8 months from the signing of this Agreement.
4. CLIENT shall issue work order to the CONSULTANT after condition precedent is met as per Article 3.1.

## **5 PROJECT OFFICER**

### **5.1 Project Officer**

The CLIENT shall nominate a senior official of PCMC who shall act as Project Officer. The Project Officer shall supervise and monitor the implementation of the Project. The scope of work of the Project Officer shall include but shall not be limited as mentioned under Article 5.2.

### **5.2 Scope of Work of the Project Officer**

#### **5.2.1 Role of the Project Officer**

The Project Officer is expected to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation of the Project. Broadly the role of the Project Officer is to:

1. Independently review, monitor and as required by the Agreement, approve activities associated with the implementation and operation of the Project to ensure compliance by the CONSULTANT to the terms of this agreement;
2. Report to the Parties on inspections done on the operations of the Project;

### **5.2.2 Scope of Services**

The services to be provided by the Project Officer are listed below. In addition, the scope of services would also include such other functions as are required to be undertaken pursuant to specific provisions of this Agreement.

During the period of this Agreement the Project Officer would monitor, in accordance with Good Industry Practice, the implementation activities undertaken by the CONSULTANT so as to ensure compliance with the CONSULTANT's obligations and other provisions of this Agreement. The specific activities to be undertaken include the following:

1. Provide administration of the contract in full and in complete accordance with Applicable Laws;
2. Conduct a general inspection of the Project at least once a month and as and when exigencies require, to ascertain conformity to the CONSULTANT's obligations;
3. The Project Officer shall, in the ordinary course, maintain a record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:
  - I. Manpower deployed and other organizational arrangements of the CONSULTANT;
  - II. Reviews of documents submitted to it by the CONSULTANT to meet its obligations as per Article 3, Annexure A and Annexure B;
  - III. Inspections undertaken and notices/ instructions issued to the CONSULTANT;
  - IV. Review of compliance documents for releasing the payment to the CONSULTANT;
  - V. Force Majeure events;
  - VI. Breaches and defaults by the CONSULTANT;

## **6 DELIVERABLES**

1. The Deliverables of the CONSULTANT to the CLIENT for the Project shall be for the Scope of Work enclosed vide Annexure A to this Agreement. The CLIENT and CONSULTANT have mutually agreed upon a detailed set of Deliverables for the Project annexed as Annexure B.
2. The CONSULTANT shall submit a report on every 15th and 30th day of the month to the Project Officer for the tasks undertaken as per the Scope of Work. The report for the tasks undertaken by CONSULTANT shall include details of the training provided, documentation done as per ISO 9001:2008/2015 requirement, Minutes of meeting of the discussion conducted regarding implementation of ISO after it being approved by the Head of the respective Department and stage of progress as per the implementation plan for the Project. The Project Officer shall issue an approval note for each of such task undertaken report indicating that the Project progress is as per the implementation plan. CONSULTANT shall submit such additional details or perform certain task as required by

the Project office regarding ISO implementation for the issue of approval note. For the Maintenance support period the task undertaken report shall be submitted once during the year.

3. In case the Deliverables are not in conformity with the Scope of Work, the CLIENT shall raise a non-conformity issue and the CONSULTANT shall have fifteen calendar days to rectify it.
4. The CONSULTANT will provide the CLIENT with details of the staff employed on the Project comprising of their Bio data, their telephone numbers, mobile phone numbers, email address, photographs etc. for the office record.
5. All the deliverable documents submitted should be both in **Marathi and English**. The language for providing the training should be both **English and Marathi**. Technical terms for the Project can be referred in English.

## 7 PAYMENT SCHEDULE

The CLIENT shall pay to the CONSULTANT a professional fee of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) for the Assignment. As per the Request for Proposal (RFP) for the Project, the service tax shall be a part of the professional fee paid to the CONSULTANT.

1. The schedule of payment is as indicated below. Milestones are detailed in Annexure A.

Milestone	% of Professional fee	Professional fee (including service tax)
Stage 1.1	6.3%	
Stage 1.2	12.7%	
Stage 1.3	12.7%	
Stage 1.4	16%	
Stage 1.5	16%	
Stage 2.0 Year 1	7.2%	
Stage 2.0 Year 2	11%	
Stage 2.0 Year 3	18.1%	
<b>Total</b>	<b>100%</b>	

2. For the release of payment, the CONSULTANT has to submit the list of deliverables as per Annexure B and the same shall to be validated by the Project Officer. CLIENT will impose liquidation damages at the rate of 1% per month of each professional fee milestone for delay in the completion of the milestones, as per the timelines mentioned under Annexure A of this Agreement.
3. The Project Officer within 15 (fifteen) days shall scrutinize the work executed for which the CONSULTANT has submitted the bill for payment. If Project Officer is not satisfied with the



deliverables against the billing milestones, a notice will be issued consisting of modifications to which the CONSULTANT has to comply and re-submit the deliverables with 21 days from the date of issue of notice. After being satisfied with the modified deliverable the Project Officer will release the payment within 7 (seven) days.

If the Project Officer is satisfied with the deliverables submitted with invoice, the payment shall be released within 30 (thirty) days of submission of invoice.

## 8 COMMENCEMENT DATE

The CONSULTANT shall commence its services from the date of issue of Work Order from Client.

**Comment [S1]:** Is this work order issued before signing agreement. If yes then how will u define contract period and how will u segregate 1 year submission and 36 months O&M?Done

## 9 TDS CERTIFICATE

For Tax deduction at source by the CLIENT pursuant to the Income Tax Act, CLIENT shall forward to the CONSULTANT its Tax Deduction Certificates, as soon as possible.

## 10 NO BREACH OF OBLIGATIONS

The CONSULTANT shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

1. Force Majeure Event;
2. Corporation Event of Default;

## 11 OTHER TERMS AND CONDITIONS OF OFFER

### 11.1 Confidentiality

The CONSULTANT acknowledges that during the execution of this Assignment, it may receive/obtain information from the CLIENT, which is confidential or is designated by the CLIENT as confidential. The CONSULTANT agrees that (i) it shall keep in trust and confidence all such confidential information; and (ii) use/ reproduce confidential information only to perform its obligation under this Project. This section shall not apply to information which is (i) publicly known, (ii) already known to the recipient, (iii) disclosed to the third party without restriction (iv) independently developed, or (v) disclosed pursuant to legal requirement or order.

### 11.2 Knowledge Management

The CLIENT shall retain all right, title and interest in and to the reports, methodologies, processes, techniques, ideas, concepts, trade secrets and know-how (all collectively referred to as the knowledge material) embodied in the deliverables developed or supplied in connection with this Agreement. Subject to the confidentiality restrictions contained in Article 11.1 above, the CONSULTANT may use the knowledge material for any purpose.

### **11.3 Non Disclosure**

The CONSULTANT agrees not to divulge to third parties, publicly quote or make reference to at any time, without the prior written consent of the CLIENT i) the deliverables specifically described in the scope of work (the "Deliverables"); and ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know how embodied in the deliverables or that the CONSULTANT may have developed or supplied in connection with the execution of this Project.

### **11.4 Risk Allocation**

The CLIENT agrees with the CONSULTANT that it shall indemnify and hold harmless the CONSULTANT and its affiliates and group entities, and their respective shareholders, officers, directors, employees and agents (each, an "Indemnified Person") from and against all claims, actions, proceedings, demands, liabilities, losses, damages, costs and expenses (including without limitation legal fees) arising out of or in connection with the Project or otherwise by reason of any other matter or activities referred to or contemplated by this Agreement which any Indemnified Person may suffer or incur in any jurisdiction and all costs and expenses (including without any limitation legal fees) incurred by any Indemnified Person shall be reimbursed by the CLIENT promptly on demand, including those incurred in connection with the investigation of, preparation for or defence of any pending or threatened litigation or claim within the terms of this indemnity or any matter incidental thereto. Provided that the CLIENT shall not be responsible for any liabilities, losses, damages, costs or expenses which are determined by final judgment of a Court of competent jurisdiction to have resulted from willful default or gross negligence on the part of the Indemnified Person; and sums already paid by the CLIENT under this Indemnity, but which fall within this proviso, shall be reimbursed in full and repaid to the CLIENT.

### **11.5 Legal Claim**

In the event that the CONSULTANT is requested, pursuant to any legal process, to produce its documents relating to the Project for CLIENT in judicial or administrative proceedings, the CLIENT shall reimburse the CONSULTANT, at rate of Rs 1000 per man-day for its professional time given in such proceedings.

### **11.6 Drop Dead and Termination Fee**

If for any reason, the Project is suspended/ deferred/ cancelled, the payments made to CONSULTANT shall not be refundable and shall be treated as drop dead fee. The CLIENT shall also pay to the CONSULTANT all amounts of bills/ claims raised/ to be raised subsequent to this event for the work already done by the CONSULTANT upto the date of cessation of services by CONSULTANT.

### **11.7 Non-refundable fees**

The entire amount paid to the CONSULTANT for the executed work will be non-refundable.

## 12 DISPUTE RESOLUTION

1. In the event any question or dispute or difference arising from or in relation to or in connection with this agreement (including this clause), between the parties hereto is not resolved by mutual negotiations, it is hereby agreed that the parties shall refer the said dispute of question for arbitration to the sole arbitration of the Commissioner, PCMC and his decision thereon shall be final. Conclusive and binding on the parties hereto. The provision of Arbitration and Conciliation Act 1996 (No.26 of 1996) shall apply to such arbitration, such arbitration proceeding shall be held at Pimpri
2. The language of arbitration shall be English.
3. Notwithstanding any pending reference to arbitration, both parties shall continue to perform their respective obligations under this Agreement and the parties shall not withhold, for any reason whatsoever, including pendency of arbitration proceedings, payment of any amount which has become due under this Project.

## 13 EVENTS OF DEFAULT AND TERMINATION

### 13.1 Events of Default

Event of Default shall mean either CONSULTANT's Event of Default or the CLIENT's Event of Default or both as the context may admit or require.

#### 13.1.1 CONSULTANT Event of Default

Any of the following events shall constitute an Event of Default by the CONSULTANT ("CONSULTANT Event of Default") unless such event has occurred as a result of one or more reasons set out under No Breach of Obligations mentioned under Article 10.

1. The CONSULTANT has failed to submit the Implementation plan within 30 (thirty) days from the date of the Agreement as per Article 3.1(3);
2. The Operator is found interfering or causing damage to the properties of the PCMC or others during the Contract Period;
3. The Operator has failed to provide Performance Security as per the Article 3.1(1);
4. At any time from the Work order, the CONSULTANT fails to carry out the work as per the Scope of Work in Annexure A and has failed to remedy the same within 15 (fifteen) days from the date of Preliminary Notice;
5. Any information related to staff capability provided to Project Officer as per Article 3.1(2) is found false or misleading and the same has not been rectified within 15 (fifteen) days from the date of Preliminary Notice;
6. A resolution for voluntary winding up has been passed by the shareholders of the CONSULTANT;
7. Any petition for winding up of the CONSULTANT has been admitted and liquidator or provisional liquidator has been appointed or the CONSULTANT has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or

Comment [S2]: Why have u mentioned here?  
Shift it after recitals and before Section 1. Done

reconstruction with the prior consent of CLIENT, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the CONSULTANT under this Agreement;

8. The CONSULTANT has abandoned the Project;
9. The CONSULTANT has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
10. The CONSULTANT has breached Article 12(3) of this agreement;
11. The CONSULTANT fails to fulfill the milestones within such stipulated period as mentioned under Annexure A of this Agreement;

### **13.1.2 CLIENT Event of Default**

Any of the following events shall constitute an event of default by CLIENT ("CLIENT Event of Default"), when not caused by a CONSULTANT Event of Default or Force Majeure Event:

1. The CLIENT has not issued the Work Order within 45 (forty five) days from the date of signing of this Agreement subjected to the condition of Article 3.1;
2. The CLIENT is in material breach of any of its obligations under this Agreement and has failed to cure such breach within 30 (thirty) days of receipt of notice thereof issued by the CONSULTANT;
3. The CLIENT has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
4. Any representation made or warranties given by the CLIENT under this Agreement has been proved to be false or misleading.

### **13.2 Termination due to Event of Default**

#### **13.2.1 Termination for CONSULTANT Event of Default**

1. Without prejudice to any other right or remedy which CLIENT may have in respect thereof under this Agreement, upon the occurrence of a CONSULTANT Event of Default, CLIENT shall be entitled to terminate this Agreement in the manner as set out under Article 13.2.1(2)
2. If CLIENT decides to terminate this Agreement pursuant to preceding Article 13.2.1(1), it shall in the first instance issue Preliminary Notice to the CONSULTANT. Within 30 (thirty) days of receipt of the Preliminary Notice, the CONSULTANT shall submit to CLIENT in sufficient detail, the manner in which it proposes to cure the underlying Event of Default if any (the "CONSULTANT's Proposal to Rectify"). In case of non-submission of the CONSULTANT's Proposal to Rectify within the said period of 30 (thirty) days, the CLIENT shall be entitled to terminate this Agreement by issuing Termination Notice, and to appropriate the Performance Security, if subsisting.

3. If the CONSULTANT's Proposal to Rectify is submitted within the period stipulated thereof, the CONSULTANT shall have further period of 30 (thirty) days to remedy / cure the underlying Event of Default ("Cure Period"). If, however the CONSULTANT fails to remedy / cure the underlying Event of Default within such further period allowed, CLIENT shall be entitled to terminate this Agreement, by issue of Termination Notice and to appropriate the Performance Security, if subsisting.

### **13.2.2 Termination for CLIENT Event of Default**

1. Without prejudice to any other right or remedy which the CONSULTANT may have in respect thereof under this Agreement, upon the occurrence of CLIENT Event of Default, the CONSULTANT shall be entitled to terminate this Agreement by issuing Termination Notice.
2. If the CONSULTANT decides to terminate this Agreement pursuant to preceding clause 13.2.2(1) it shall in the first instance issue Preliminary Notice to CLIENT. Within 45 (forty five) days of receipt of Preliminary Notice, CLIENT shall forward to the CONSULTANT its proposal to remedy/ cure the underlying Event of Default ("CLIENT Proposal to Rectify"). In case of non submission of CLIENT Proposal to Rectify within the period stipulated therefore, CONSULTANT shall be entitled to terminate this Agreement by issuing Termination Notice.
3. If CLIENT Proposal to Rectify is forwarded to the CONSULTANT within the period stipulated thereof, CLIENT shall have further period of 30 (thirty) days to remedy / cure the underlying Event of Default. If, however CLIENT fails to remedy / cure the underlying Event of Default within such further period allowed, the CONSULTANT shall be entitled to terminate this Agreement by issuing Termination Notice.

### **13.3 Termination Notice**

If a Party having become entitled to do so decides to terminate this Agreement pursuant to the preceding Sub-Article 13.2.1 and 13.2.2, it shall issue Termination Notice setting out:

1. in sufficient detail the underlying Event of Default;
2. the Termination Date which shall be a date occurring not earlier than 60 (sixty) days from the date of Termination Notice;
3. the estimated termination payment including the details of computation thereof; and
4. any other relevant information.

### **13.4 Obligation of Parties**

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

1. until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project;
2. the termination payment, if any, payable by CLIENT in accordance with the following Sub-Article 13.6(2) is paid to the CONSULTANT on the Termination Date; and

3. the Project is handed back to CLIENT as instructed by CLIENT, by the CONSULTANT on the Termination Date along with any payment that may be due by the CONSULTANT to the CLIENT.

### **13.5 Withdrawal of Termination Notice**

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

Provided that the Party in breach shall compensate the other Party for any direct costs / consequences occasioned by the Event of Default, which caused the issue of Termination Notice.

### **13.6 Termination Payments**

1. If the Agreement is terminated due to CONSULTANT Event of Default, the CONSULTANT shall not be entitled to receive any termination payment from CLIENT and the Performance Security shall be invoked by the CLIENT.
2. If the Agreement is terminated due to CLIENT Event of Default, the CONSULTANT shall receive from CLIENT, the Performance Security if subsisting till the date of termination of this Agreement.  
Provided that CLIENT shall be entitled to deduct from the Termination Payment any amount due and recoverable under this Agreement by CLIENT, from the CONSULTANT as on the Termination Date.

### **13.7 Rights of CLIENT on Termination**

1. Upon Termination of this Agreement for any reason whatsoever, CLIENT shall upon making the Termination Payment, if any, to the CONSULTANT, have the power and authority to:
  - I. Evict the CONSULTANT and take possession and control of the Project forthwith;
  - II. prohibit the CONSULTANT and any person claiming through or under the CONSULTANT from entering upon / dealing with the Project;
2. Notwithstanding anything contained in this Agreement, CLIENT shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularisation of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the CONSULTANT in connection with the Project, and the hand back of the Project by the CONSULTANT to CLIENT shall be free from any such obligation.
3. Notwithstanding anything contained in this Agreement, CLIENT shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensate for act or deed of the CONSULTANT during the Contract Period.

### **13.8 Accrued Rights of Parties**

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies

which it may have in law or contract. The rights and obligations of either Party under this Agreement, including without limitation those relating to the Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

### **13.9 Rights of CONSULTANT on Termination**

Upon termination of this agreement for any reason whatsoever, the CONSULTANT shall upon making the termination payment, if any to the CLIENT have the Power and Authority to;

1. Receive the movable equipment and consumable purchased and owned by the CONSULTANT during the Contract Period.
2. Receive compensation for the work executed as on the termination date as per the Scope of Work (Annexure A), provided details are submitted to and approved by the Project Officer.
3. For the compensation towards work in progress, towards the deliverables as per Annexure B, the payment shall be computed up to the effective date of termination on a pro rata basis of the actual time expended on the services subject to self certification submitted by the CONSULTANT and agreed upon by the CLIENT on actual time expended on the Project.

### **14 FORCE MAJEURE EVENT**

Force Majeure shall mean any event or circumstance or combination of events or circumstances set out below that materially and adversely affects any Party in the performance of its obligations in accordance with the terms of this Agreement, but only if and to the extent that such events and circumstances pertains to the Project or has a direct effect on the operations on the Project, which are not within the affected Party's reasonable control, and/or the effects of which the affected Party could not have prevented through prudent business practices or, through reasonable skill and care, including through the expenditure of reasonable sums of money;

1. earthquake, flood, inundation and landslide
2. storm, tempest, hurricane, cyclone, lightning, thunder or other extreme atmospheric disturbances
3. fire caused by reasons not attributable to the CONSULTANT or any of the employees, contractors or agents appointed by the CONSULTANT for purposes of the Project;
4. acts of terrorism;
5. strikes, labour disruptions or any other industrial disturbances not arising on account of the acts or omissions of the CONSULTANT;
6. War, hostilities (whether declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military actions, civil war, ionising radiation, contamination by radioactivity from nuclear fuel, any nuclear waste, radioactive toxic explosion, volcanic eruptions, any failure or delay of a caused by the events mentioned in this sub clause for which no offsetting compensation is payable to the CONSULTANT;
7. action of a Government Agency having Material Adverse Effect including but not limited to
  - I. acts of expropriation, compulsory acquisition or takeover by any Government Agency of the Project or any part thereof or of the CONSULTANT's rights in relation to the Project,
  - II. any judgement or order of a court of competent jurisdiction or statutory authority in India made against the CONSULTANT in any proceedings which is non-collusive and duly prosecuted by the CONSULTANT, and

- III. any unlawful, unauthorised or without jurisdiction refusal to issue or to renew or the revocation of any Applicable Permits, in each case, for reasons other than CONSULTANT's breach or failure in complying with the Project Requirements, Applicable Laws, Applicable Permits, any judgement or order of a Governmental Agency or of any contract by which the CONSULTANT or the contractor as the case may be is bound.
8. early determination of this Agreement by CLIENT for reasons of national emergency or national security.

## **15 GENERAL**

1. Except as specified else where in this Agreement, CLIENT shall furnish all the information such as data, documents, maps, statistics, information at the disposal of the CLIENT including the strategies and discussions relevant to the Project to the CONSULTANT.
2. This Agreement shall constitute the entire understanding of the parties concerning the subject matter hereof and supersede any and all prior oral or written representation, understanding or other contracts relating thereto.
3. All documents pertaining to the engagement including correspondence, reports and other submissions by CONSULTANT shall be in both English and Marathi language.
4. This Agreement shall not be assigned either fully or in part or otherwise transferred without the consent, in writing, of the other party and only upon such terms as are mutually agreed upon by both the parties hereto, except that the CONSULTANT may, in whole or in part, assign this Agreement to its affiliate or use subcontractor to provide services.
5. Neither Party shall be considered in default in the performance of its obligation under this Project because of the following reasons (Force Majeure); war, hostilities, epidemics, riots, earthquake, typhoon, cyclone, fire, explosion, strike or Acts of God.
6. If any term or provision of this Agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.
7. The CONSULTANT shall supply two copies of each document. CLIENT will have copyright on the documents submitted.
8. The Standing Committee Resolution No. \_\_\_\_\_ dated \_\_/\_\_/2016 for the Project, the Work Order issued by the CLIENT, this Agreement, revised Request for Proposal (RFP) for the tender no. \_\_/2015-16 dated \_\_/\_\_/2016 and all correspondence after this Agreement shall form part and parcel of this Agreement and shall be binding on both the Parties to this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed

**FOR AND ON BEHALF OF**

**COMMISSIONER,  
PIMPRI CHINCHWAD MUNICIPAL  
CORPORATION**

By



(Name of Asst. Commissioner - Admin)

Title Assistant Commissioner (Administration)  
Pimpri Chinchwad Municipal Corporation  
Pimpri – 411 018

Witnessed by 1)

2)

**FOR AND ON BEHALF OF**

By \_\_\_\_\_

(\_\_\_\_\_)

Title Director  
\_\_\_\_\_

Witnessed by 1)

2)

## ANNEXURE A

### SCOPE OF WORK

#### SCOPE:

Consultancy and maintenance support to Pimpri Chinchwad Municipal Corporation and 6 zone offices to obtain ISO 9001:2008/2015 Certification from a certification agency/company selected by PCMC including training on quality improvement to its employees.

Consultancy service refer to advising, training and documentation from the beginning till the obtaining the certification and will also ensure that ISO 18091:2014 guidelines are followed in the process.

Maintenance support refers to the supervisory, audit and advisory services on process implementation and quality system documentation, for a period of three years after PCMC obtains the ISO certification.

#### STAGES OF WORK

##### STAGE 1.0: CONSULTANCY AND TRAINING SERVICES

Milestone*	DESCRIPTION OF WORK	Timelines
1.1	<p>Training Workshop on "ISO 9001:2008/2015 - Awareness, Principles of Quality Management and how to achieve reliable results through the application of ISO 9001:2008/2015 on an integral basis" covering in detail the topic 'How to improve the service delivery mechanism of Pimpri Chinchwad Municipal Corporation and its six zone offices covering each of their departments, to ensure desired work results.'</p> <p>This should result in about 15 hours of training each for about 2600 employees of PCMC.</p>	3 months from the date of Work Order.*
1.2	<p><b>Gap analysis</b></p> <ul style="list-style-type: none"><li>• Understanding all the operations of PCMC departments and 6 zone offices.</li><li>• Develop process map for the activities of the organization.</li><li>• Comparing existing operations with the requirements of ISO 9001:2008/2015 standard and how to enhance the service mechanism.</li><li>• Communicating the findings to respective department's heads and class B/class C officers or the designated person for ISO administration in each department.</li></ul>	5 months from the date of work order

	<p>These officers/employees should attend the training in the 5-6 batches to gather understanding that facilitates their decision making.</p> <p>Here the Class B and Class C officers/employees would have a detailed interactive training session of about 15-20 hours each depending on the need assessed by the consultant.</p>	
1.3	<p><b>Documentation / Process Design / Process Implementation</b></p> <p>Preparation of complete documentation, process design and process implementation compiled under a Quality Manual, covering all the topics mentioned below to satisfy ISO 9001:2008/2015 certification criteria.</p> <ul style="list-style-type: none"> <li>• Functional Procedures</li> <li>• Work Instructions</li> <li>• System Procedures</li> <li>• Formats</li> <li>• Departmental/individual assistance in implementing the new processes/documents.</li> <li>• Communicating the findings to respective department's class B/class C officers or the designated person for ISO administration in each department.</li> </ul>	7 (Seven) months from the date of Work Order.
1.4	<p><b>Training Workshop on ISO 9001:2008/2015 to employees</b></p> <ul style="list-style-type: none"> <li>• Provide training workshop for implementing the ISO 9001:2008/2015</li> <li>• Suggest corrective and preventive action for improvements in each of the audited department.</li> </ul> <p>Here the select Class B and Class C officers would have a detailed training session of about 30-40 hours each depending on the need assessed by the consultant.</p>	9 (Nine) months from the date of Work Order.*
1.5	To prepare PCMC and its 6 zone offices to obtain ISO 9001:2008/2015 certification from certification body.	12 (Twelve) months from the date of Work order.
A	The trained internal auditors will perform regular audits, under the guidance and leadership of consulting firm. The consulting firm will carry out internal audit before Certification audit.	
B	Review with each department of non-compliance of Internal Quality Audit, assistance in taking corrective action and areas of improvement in Management review meeting through required training and assistance programs.	

C	Assistance in incorporating the compliance requirement suggested by certification agency after its initial assessment.	
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Note: \* Provided that the CLIENT makes available the facility for providing the training and CLIENT's employees attend the meeting as per schedule approved by the Project Officer.

## **STAGE 2.0: MAINTENANCE SUPPORT SERVICES**

Stage	Description of work
2.1	<b>Maintenance Support</b>
A	After the initial certification audit and before the first surveillance audit the consultant will help PCMC in migrating from ISO 9001:2008 to ISO 9001:2015.
B	After PCMC receives certification, for the subsequent three years, the consulting firm will carry out internal audit annually, three months before Surveillance audit of certification agency.
C	In addition to the above, after PCMC receives certification, the consulting firm will conduct internal audits once every quarter during the first 2 years (three times a year, in addition to the pre-surveillance audit) and then once every year six months i.e. twice during the third year.)
D	Review with each department of non-compliance of internal Quality Audit, assistance in taking corrective action and areas of improvement in Management review meeting.
E	Assistance in incorporating the compliance requirement suggested by certification agency after its surveillance assessment through advisory, training and documentation services, as required.

## ANNEXURE B

### Mutually Agreed List of Deliverables for the Assignment

Milestones	Deliverables
Stage 1.1	<ol style="list-style-type: none"><li>1) Minutes of meeting of discussion with department.</li><li>2) Implementation plan for Consultancy service (12 month timeline) and Maintenance support for the Project.</li><li>3) Training documents.(English and Marathi)</li><li>4) Approval note of the Project Officer.</li></ol>
Stage 1.2	<ol style="list-style-type: none"><li>1) Report on Gap Analysis (English and Marathi, two copies)</li><li>2) Process document for activities of Department. (English and Marathi, two copies)</li><li>3) Officers training document on Gap Analysis (English and Marathi, two copies)</li><li>4) Minutes of meeting of the discussion with Head of Department and officer's at PCMC.</li><li>5) Approval note of Project Officer.</li></ol>
Stage 1.3	<ol style="list-style-type: none"><li>1) Complete documentation of Procedure and Instruction for the generation of Quality Manual for departments of PCMC. (English and Marathi, two copies)</li><li>2) Approval from HoD of designated department for support provided to implement Quality Manual for PCMC.</li><li>3) Approval of HoD (Head of department) on submission (English and Marathi, two copies) of department specific quality Manual.</li><li>4) Approval note of Project Officer.</li></ol>
Stage 1.4	<ol style="list-style-type: none"><li>1) Internal Training documents (English and Marathi, two copies)</li><li>2) Approval of HoD for the staff undergone training.</li><li>3) Approval note of Project Officer.</li></ol>
Stage 1.5	<ol style="list-style-type: none"><li>1) Internal Audit report before ISO certification Audit. (English and Marathi, two copies)</li><li>2) Report on non-compliance points for ISO Certification and corrective action plan.</li><li>3) Report on assistance provided for the incorporation of Certification agency point for getting ISO 9001:2008/2015 certificate.</li><li>4) Approval note of Project Officer.</li></ol>
Stage 2.0 (Year 1)	<ol style="list-style-type: none"><li>1) Quarterly Internal Audit report</li><li>2) Internal audit report prior to Surveillance audit of Certification agency.</li><li>3) Report on non-compliance points for ISO Certification and corrective action plan.</li><li>4) Report on assistance provided for incorporation of Certification agency point for maintaining ISO 9001:2008/2015</li></ol>

Milestones	Deliverables
	Certification. 5) Approval from HoD that support was provided for implementing non-compliance points of internal and certification audit. 6) Approval note of Project Officer.
Stage 2.0 (Year 2)	1) Quarterly Internal Audit report 2) Internal audit report prior to Surveillance audit of Certification agency. 3) Report on non-compliance points for ISO certification and corrective action plan. 4) Report on assistance provided for incorporation of Certification agency point for maintaining ISO 9001:2008/2015 Certification. 5) Approval from HoD that support was provided for implementing non-compliance points of internal and certification audit. 6) Approval note of Project Officer.
Stage 2.0 (Year 3)^	1) Half-yearly Internal Audit report. 2) Internal audit report prior to Surveillance audit of Certification agency. 3) Report on non-compliance points for ISO certification and corrective action plan. 4) Report on assistance provided for incorporation of Certification agency point for maintaining ISO 9001:2008/2015 Certification. 5) Approval from HoD that support was provided for implementing non-compliance points of internal and certification audit. 6) Approval note of Project Officer.

^ **Note:** If the ISO 9001:2008/2015 Certification agency does not audit during Stage 2.0 (Year 3) milestone, the consultant will not be expected to submit the deliverables no. 2 and 4 of Stage 2.0 (Year 3) milestone of Annexure B.

Sd/-  
 Commissioner  
 Pimpri Chinchwad Municipal Corporation  
 Pimpri 411018