

PATNA SMART CITY LIMITED

(SPV formed by Government of Bihar & Patna Municipal Corporation)

2nd Floor, Maurya Lok complex Budha Marg, Patna, Bihar-800001



REQUEST FOR PROPOSAL CONTRACT OF LANDSCAPING & HORTICULTURAL WORK AT PATNA: 2019-20

NIT No: 14/MD/PSCL/2019 Dated: 21st June 2019

NOTE: NO CHANGE IN THE DOCUMENT BY THE BIDDER IS PERMISSIBLE.

DISCLAIMER

The information contained in this Request for Proposal document (“RFP”) whether subsequently provided to the bidders, verbally or in documentary form by Patna Smart City Limited(henceforth referred to as “PSCL” in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to assist the formulation of their financial offers (“Bid”). This RFP includes statements, which reflect various assumptions and assessments arrived at by PSCL in relation to this scope. The assumptions, assessments, statements and information contained in the Bid documents, may not be complete, accurate, adequate or correct. Each Bidder must therefore conduct its own analysis of the information contained in this RFP or seek its own professional advice from appropriate sources.

Information provided in this Tender document to the Bidder is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. PSCL accepts no responsibility for the accuracy or otherwise for any interpretation of opinion on law expressed herein. PSCL and their employees and advisors make no representation or warranty and shall incur no liability to any person, including the Bidder under law, statute, rules or regulations or tort, the principles of restitution or unjust enrichment or otherwise for any loss, cost, expense or damage which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, reliability or completeness of the RFP, and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process. PSCL 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. PSCL may in its absolute discretion, but without being under any obligation to do so, can amend or supplement the information in this RFP.

The issue of this Tender document does not imply that PSCL is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter), for implementation and PSCL 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 PSCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and PSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process or any other costs incurred in connection with or relating to its Bid.

NIT No.- 14 /MD/PSCL/2019

Dated- 21st June 2019

Patna Smart City Ltd. (PSCL) is an SPV formed by Bihar Government & Patna Smart City Limited for planning and implementation of Patna Smart City Project. The Smart Cities Mission is an innovative and new initiative by the Government of India to drive economic growth and improve the quality of life of people by enabling local development and harnessing technology as a means to create smart outcomes for citizens. One of the main objectives of Smart City mission is to make the city clean and provide an aesthetic look to the city.

For this purpose, PSCL intends to carry the service of Landscaping & Horticultural work in Patna on the selected sites. For selection of Bidders for undertaking the above-mentioned work, Patna Smart City Limited invites quotations from Reputed / Renowned Firms/Agencies/ Individual having experience in conceptual wall paintings & Art maintenance.

Agencies/Individuals will have to submit tender as per following requirement and format:

1. Scope of work and requirement
2. Bid Format

The tender document can be collected in person from the office of Additional Municipal Commissioner-cum-CEO, Patna Smart City Limited from 01/07/2019 onwards.

Agencies/Individual fulfilling the requirement may apply in prescribed format in sealed cover to “CEO, Patna Smart City Limited, 2nd Floor, C-Block, Maurya Lok Complex, Patna-800001, Bihar.

The last date/time of submission of tenders is 11/07/2019 up to 15:00 hrs. The tenders will be opened on the same day at 16:00 hrs. by a Committee in the Patna Smart City Limited (PSCL).

The tenders received in open condition will be rejected without notice. PSCL reserves the right to reject/cancel the tender at any time without assigning any reason thereof. No correspondence in this regard shall be entertained. The decision of PSCL shall be final and binding.

PATNA SMART CITY LIMITED

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PATNA SMART CITY LIMITED

(SPV formed by Government of Bihar & Patna Municipal Corporation)

REQUEST FOR PROPOSAL

NIT No.- 14/MD/PSCL/2019

21st June 2019

“Contract of Land Scaping & Horticulture Work at Patna :2019-20” under Smart City Mission.
Important dates for the RFP are as under:

Sl. No.	Activity	Timeline & Address
1	Online Sale/Download date of Tender documents	From 01/07/2019 (10:00 Hrs.) Till 11/07/2019 (14.00Hrs)
2	Last date for submission of Bids (online) and hard copy.	11/07/2019 Till 15.00 Hrs.
3	Opening of technical Bids	11/07/2019 at 16:00 Hrs.
4	Date of opening of Commercial bids	To be informed later to technically qualified bidder.
5	Cost of Bidding Document(Tender Fee)	Tender Fee Rs.500 (Non Refundable) to be paid through Demand Draft (DD) in favour of “The Managing Director, Patna Smart City Limited” payable at Patna.
6	EMD	Rs. 10,000 /- (Rupees Ten Thousand only) (Refundable), in the form Demand Draft (DD) in favour of “The Managing Director, Patna Smart City Limited” payable at Patna.

Note: Modification/changes / amendments/ corrigendum if any, before opening the tender will be available only on the website at www.smartpatna.co.in, for any query mail at patnasmartcity.psc@gmail.com
No separate information regarding this through other mode to be sent / published.

ज्ञापांक:-...../पटना स्मार्ट सिटी लिमिटेड, पटना, दिनांक- / /2019 ई०.

ई-निविदा के नियम, शर्तें, अर्हता, विशिष्टियाँ एवं टेंडरिंग से संबंधित विशेष जानकारी के लिए वेबसाइट <http://www.smartpatna.co.in> पर देखा जा सकता है तथा मुख्य कार्यपालक अभियंता, पटना स्मार्ट सिटी लिमिटेड, पटना के कार्यालय में संपर्क किया जा सकता है।

Note:- वेबसाइट <http://www.smartpatna.co.in> पर निविदा को देखा जा सकता है।

For queries & Clarifications, send E-mail to patnasmartcity.psc@gmail.com

**Chief Executive officer
Patna Smart City Limited
-cum-**

**Additional Municipal Commissioner
Patna Municipal Corporation**

(2)

Amendment of Request for Proposal

At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Corrigendum / Amendment and posting it on the Official Website.

- All such amendments/corrigendum/addendums will be posted on the Official Website and will be binding on all Applicants.
- In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

(3)

CONDITIONS FOR SUBMISSION OF TENDER

1. **Submission of Tender:** Tenders should be submitted in sealed envelopes in two Parts separately, i.e. “Technical bid” (Part-A) and “Price bid” (Part-B). Both the parts should be further sealed in an envelope super-scribing NIT No & name of work, due date for opening, bidder’s name & address. The tender duly filled in may be sent to above mentioned address either by post or hand delivered in the **tender box kept in PSCL no tender shall be accepted later than the time schedule specified above.**
2. **Technical Bid (Part-A):** Under this bid, the bidder should submit the following information which is required for pre-qualification:
 - 1) Earnest Money Deposit.
 - 2) Tender fee
 - 3) Registration certificates under GST Act 2017
 - 4) Entire NIT (except Price bid) duly signed & stamped by the bidder.
 - 5) Experience certificates.
- Price Bid (Part-B):** In this bid, the bidder will fill the rates as asked in Annexure I (which is attached with RFP), It is mandatory for bidder to quote all item rates as asked for in this Annexure. Failure to adhere to this condition will lead to rejection of tender. The bidders should quote unconditional rates, neatly written without any overwriting and duly signed & stamped on all pages
3. **Tender Fee:** Tender Fee amounting of **Rs 500** /-has to be enclosed along with the tender documents. Such fee shall be only in the form of Demand Draft in favour of “The Managing Director, Patna Smart City Limited payable at Patna Only”. No Cheque or Cash shall be accepted as tender fee.
4. **Earnest Money:** An earnest money of **Rs 10000** /-has to be enclosed along with the tender documents. The EMD shall be only in the form of Demand Draft in favour of “The Managing Director, Patna Smart City Limited payable at Patna Only”. No Cheque or Cash shall be accepted as EMD. The refund of EMD shall be made after empanelled of bidder. No interest on E.M.D refund will be paid.
4. **Validity of Tender:** Tender shall be valid for our acceptance without any change in rates and NIT conditions for a period of 120 days from the date of opening of price bid.
5. **Terms & conditions, Scope of Work:** Detailed scope of work, terms and conditions, specifications, Terms of payment etc. are enclosed with this NIT. These should be carefully studied before quoting rates.

6. **Deviations:** No deviation from the stipulated terms and conditions will be allowed.
7. **Contractor to Acquaint himself with Site Conditions:** Contractor shall acquaint himself fully with the site conditions and the working environment of for maintenance before quoting his rates. No Compensation on account of any site difficulties will be entertained, at a later date, after award of the work. Arrangement for site visit can be made by site engineer as mentioned in agreement.

Correspondence: All the correspondence in respect of tender/contractual obligation shall be made to “CEO, Patna Smart City Limited, 2nd Floor, C-Block, Maurya Lok Complex, Patna-800001, Bihar.
8. **Tender documents duly signed:** -Each page of the tender document shall be stamped and signed by the tenderer as a token of having examined the same before filling the rates. Bidder shall also submit his covering letter along with complete tender documents duly filled with all enclosures.
9. **Corrections in the Tender:** All figures shall be clearly and legibly written in the tender and with the same pen and ink. Erasing and overwriting is not allowed. If unavoidable, any correction should be done after cutting the previous figure and properly signing it. Any deletions or additions done should also be duly supported by signature. Use of white fluid for correction is also not allowed.
10. **Tender submission by a firm:** In the event of tender being submitted by a firm or company (i.e. not by an individual), it must be signed by an authorized signatory. Proof (legal) of authorization should be submitted. The agency must submit along with the tender in detail the operation/management of work schedule as required inclusive of detail break up in connection with quantities for application of fertilizers, spraying of insecticides, pesticides etc., during the execution of work for following items: -

Labour Components

- a) Survey and Demarcation of sites
- b) Site Preparation by Cleaning, cutting bushes, weeds and its removal
- c) Pit digging and filling Pits with manure
- d) Planting plants
- e) Spreading waters as per requirement
- f) Maintenance of plants for 5 years

Materials Components

- a) Cost of Plants as specified by the PSCL
- b) Cost of water carrying trolley
- c) Cost of Fencing
- d) Cost of Mud pots

11. **All Rates to be filled:** Bidder shall fill rates of all the items and no item should be left blank. Failure to fill rates of some items may lead to rejection of tender and it will be assumed that contractor is not interested to do these works.

12. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time (before entering into an agreement) without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

Without prejudice to the generality of Clause above, the PSCL reserves the right to reject any Proposal if:

(a) at any time, a material misrepresentation is made or discovered, or

(b) the Applicant does not provide, within the time specified by the PSCL, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the L1 ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

Empanelment of applicants shall be done from the contractor on the confirmation of applicant in L1 rate.

Therefore, PSCL will have the right to modify, change, accept or reject the work in totality or any part thereof or cancel the project at any stage without assigning any reason. The copyright of the work shall be with PSCL.

13. Tender once submitted will remain with the PSCL and will not be returned to the bidders.

14. **Preparation of Bid Document (Language)**

The Proposal with all accompanying documents (the “Documents”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

(4)

TERMS OF PAYMENT

4.1 Payment shall be made to the agency in the manner mentioned below and on the submission of tax invoice. 80% of the payment will be made as per benchmark rates based on work order. Balance 20% will be released at the rate of 4% on completion of each year of Maintenance.

4.2 Deduction at source for income tax or any other tax as applicable shall be made as per existing rules/laws.

4.3 PSCL shall stand indemnified for any liability for default of payment by the individual/agency to the parties involved or engaged by it for this work.

4.4 PSCL will not bear any additional cost of any kind for any work that the agency may have to undertake in course of the work beyond agreed amount as per tender.

(5)

GENERAL TERMS AND CONDITIONS RELATING TO WORK

1. If the contractor on the works appears to be negligent in his duties or incompetent or to behave in an improperly manner, such person shall be immediately removed from the works by the contractor on the request of the engineer and suitable replacement will be provided at the earliest.
2. Contract will be awarded initially for a period of One year but may be extended further depending upon the performance of the contractor on the same terms and conditions and by mutual agreement.
3. The contractor will follow all statutory compliances related to assignment. It will be solely contractor's responsibility to face any consequences arising out of non-compliance of various statutory compliances.
4. Any dispute arising out of this contract will be subject to jurisdiction of PSCL.
5. Plants shall be supplied by the PSCL to the contractor and transportation of plants from the suppliers to the site of plantation shall be the responsibility of the contractor. Contractor shall be responsible for the watering, pit digging and filling of Pits with manure.
6. Contractor shall be responsible for the maintenance of plants for 5 years. If any plants damaged during the maintenance period, then it is the responsibility of the contractor replace the plants as per lists of plants given below.
7. If under any circumstances PSCL not able to provide plants, then Contractor himself purchase the plants as per the lists suggested by the PSCL.
8. List of plants used for plantation shall be Kadam, Banyan Tree, Peepal, mahua tree, Palas, Simul, Jamun Tree, Harsinghar, Phalsa, Pakar, Toot, Maulshari, Lasura, Kusum, Kendu, Karauna, Kamini, Kachnar, Jalebi, Champa, Gular, Sitaphal, Chiranji and BER tree. Contractor can also do plantation of any other plants or trees if it is suggested by the PSCL.

(6)

SCOPE OF WORK

Work shall include but not be limited to -

- 5.1 Plants shall be provided by PSCL and handover to the contractor for Plantation of the same. Maintenance of these Plants shall be the responsibility of the contractor for 5 years. If under any circumstances PSCL not able to provide plants, then Contractor himself purchase the plants of around 10 feet height as per the lists suggested by the PSCL.
- 5.2 Selection of Nursery Sites for Plantation of Plant shall be in done by the contractor.
- 5.3 Watering Source for Plantation work shall be arranged by the contractor.
- 5.4 Purchase of Thatch and bamboo shall be arranged by the contractor.
- 5.5. Fencing and Cleaning of Site shall be done by the contractor.
- 5.6 Collection, treatment, sowing of Plant and watering regularly shall be done by the contractor.
- 5.7 Transportation of Plants to the sites of plantation will be responsibility of Contractor.
- 5.8 All filth and garbage generated during the work or other matters which are unusable, shall have to be removed outside of the premises by the agency at its own cost (during project period).
- 5.9 Contractor will be responsible for their own belongings and their safety.
- 5.10 All the material will be arranged by as per agreement by party.
- 5.11 The contractor will work solely on the guidelines of PSCL. PSCL will have discretion on site allotment, maintenance of wall surface area, colours to be used etc.
- 5.12 Total area of plantation shall be defined by the PSCL.
- 5.13 The project would also include any other work that may have direct or indirect bearing with the theme and script and may facilitate the project in any manner.
- 5.14 PSCL will have the right to modify, change, accept or reject the work in totality or any part thereof or cancel the project at any stage without assigning any reason. The copyright of the work shall be with PSCL.
- 5.15 Contractor can be assigned on the Lowest Rate Quoted by the bidders. Bidder s other than earnest bidder can give their consent on the same (if required)
- 5.16 Any changes in price Quoted by bidder after submission of bid document shall be treated as disqualified.

(7)

PROJECT COMPLETION

The project is required to be completed in a timely manner. Period of Completion of works excluding Defect Liability period should be Two months from the date of work order issued. Maintenance work shall be done by the contractor for 5 years.

(8)

MANPOWER DEPLOYMENT BY CONTRACTOR

- | | | |
|----|--------------------|-------------------------------|
| 1. | Expert (skilled) | : TILL PROJECT PERIOD |
| 2. | Helper (Unskilled) | : TILL PROJECT PERIOD |
| 3. | Supervisor | : TILL PROJECT PERIOD |
| 4. | Materials | : AS REQUIRED AS PER CONTRACT |

Note:

- 1)** The above regular gang will be deployed by the contractor on regular basis.
- 2)** Contractor will also provide a nodal person from his side to procure and arrange material, labour, tools & tackles at site as and when required. He will also take charge of the site during the absence of main supervisor. No separate payment will be made to contractor in this regard.

(9)

Annexure: I

**Estimated Manpower Deployment & Material Cost to be furnished by
the Contractor**

<u>S.No</u>	<u>Items</u>	<u>Per 100 Plants</u>	<u>Amount</u>
	<u>Labour</u>		
1	Experts (Skilled)		
2	Helper (Unskilled)		
3	Supervisor		
4	Maintenance Cost for 5 years		
	<u>Materials</u>		
1	Cost of plant of around 10 feet height as per guidelines of PSCL. i. Kadam ii. Banyan Tree iii. Peepal iv. Mahua tree v. Palas vi. Simul vii. Jamun Tree viii. Harsinghar ix. Phalsa x. Pakar xi. Toot		

	xii. Maulshari xiii. Lasura xiv. Kusum xv. Kendu xvi. Karauna xvii. Kamini xviii. Kachnar xix. Jalebi xx. Champa xxi. Gular xxii. Sitaphal xxiii. Chiranji xxiv. BER tree		
2	Cost of Insecticides and Manure.		
3	Cost of water trolly		
4	Gabion i. Bamboo ii. Steel		
	Total		
	Add: GST if applicable		
	Total including Taxes		