



DISCLAIMER:

1. Though adequate care has been taken while preparing the RFP document, the Bidders/Applicants shall satisfy them that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within fifteen (15) days from the date of notification of RFP /Issue of the RFP documents, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.
2. PSCL reserves the right to modify, amend or supplement this RFP document including all formats and Annexure. Any such change would be communicated to the applicants by posting it on the website www.eproc.bihar.gov.in.
3. The information provided in this RFP not intended to be an exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
4. The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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, 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 anyway in this subject.
5. The issue of this RFP does not imply that the Authority is bound to select an Applicant for the project and the Authority reserves the right to terminate the process at any time without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the participation in this process regardless of the conduct or outcome of the process.
6. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by The 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. 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.

SD/-
Managing Director
Patna Smart City Limited (PSCL)



NIT No: 13/MD/PSCL/2019

Date: 11-06-2019

INVITATION FOR PROPOSAL

Request for Proposal for “Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System in Patna Municipal Area” under Smart City Mission

Bidding Schedule: Important Dates

Sl. No.	Activity	Timeline & Address
1	Online Sale/Download date of Tender documents	From 15.06.2019 (10:00 Hrs) Till 5.07.2019 (17.00Hrs) (www.eproc.bihar.gov.in)
2	Pre-bid Meeting date (Only two members per bidder are allowed).	25-06-2019 (15:00 Hrs.) (At Patna Municipal Commissioner's Office, Patna)
3	Last date for submission of Bids (online) and hard copy.	06-07-2019 Till 15.00 Hrs
4	Opening of Technical Bids	07-07-2019 At 16:00 Hrs
5	Date of opening of Financial bids	To be informed later to technically qualified bidder.
6	Bid Validity	120 Days
7	Estimated Project Cost	Rs.5,00,00,000/- (Rupees Five Crore Only)
8	Cost of Bidding Document(Tender Fee)	Tender Fee Rs.10,000 (Non Refundable) to be paid through online mode on https://www.eproc.bihar.gov.in/BELTRON .
9	EMD	Rs.10,00,000/- (Rupees Ten Lakhs Only) (Refundable), in the form of Bank Guarantee (BG)/.

RFP document shall be available on website: www.eproc.bihar.gov.in
For Queries & Clarifications, send e-mail to: patnasmartcity.pscl@gmail.com

SD/-
Managing Director
Patna Smart City Limited (PSCL)



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1. Instructions for Online Bid Submission

1. The RFP document containing the project profile, invitation for qualification and criteria for evaluation may be obtained from the website: www.eproc.bihar.gov.in
2. For support related to e-tendering process, bidders may contact at following address “e-Procurement HELP DESK, First Floor, Plot No.- M/22, Road No.-25, Sri Krishna Nagar, Bank of India Compound, Patna-800001, Contact No: 0612-2523006; 7542028164”. Vendor may visit www.eproc.bihar.gov.in.
3. Detailed N.I.T can be seen of website www.eproc.bihar.gov.in.
4. PSCL will not be responsible, in case of any delay, due to any reason whatsoever, in receipt of Bid Documents by the Bidders.
5. The Owner reserves the right to reject any or all Bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case, no Bidder/ intending Bidder shall have any claim arising out of such action.
6. The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-procurement website <https://www.eproc.bihar.gov.in/BELTRON> and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
7. Those whose are not registered in e-tendering systems, they may contact “e- Procurement HELP DESK, First Floor, Plot No.- M/22, Road No.-25, Sri Krishna Nagar, Bank of India Compound, Patna-800001, Contact No: 0612-2523006; 7542028164 ” for registration.
8. Tender Processing Fee (TPF) to be paid through **e-Payment** mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
9. PSCL, Patna intends to undertake a competitive bidding process in order to shortlist and qualify suitable Bidders, who shall be eligible for evaluation of their price bids towards selection of the successful bidder in terms of the RFP for award of the project. The detail of the bidding process and summary of the scope of construction works for the project is included in the RFP document.
10. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
11. The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded. If they feel that the complete file is not uploaded then they should click on cancel & update the same before submission. The bidders should satisfy themselves of download ability/ visibility of the scanned & uploaded file by them.
12. The bidders must use MS Office- 2003 version. File size should be less than 5MB and should be in M.S. word, M.S. Excel, PDF and JPEG Formats.
13. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last hour's technical snags.
14. In exceptional circumstances, the competent authority, PSCL may solicit the Bidder's consent to an extension of the period of validity.
15. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances
16. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given for respective tenders in e-Procurement website (www.eproc.bihar.gov.in) at the respective stage only. The bidders shall upload the scanned



copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness /authenticity.

17. Corrigendum/ Addendum, if any, will be published on the website itself.
18. Bidder should submit the Tender Fee/ EMD, pre-qualification bid and the Technical Bid in hard copy also as per Clause of this RFP. The Financial bid should be submitted only online. The Financial bid submitted in hard copy shall be treated as non-responsive and eligible for rejection. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
19. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
20. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
21. For any queries regarding Tendering process, the bidders may contact at address as provided in the tender document.

Note: “Bids along with necessary online payments must be submitted through e-Procurement portal www.eproc.bihar.gov.in before the date and time specified in the NIT/Tender Document. The department/Tendering Authority doesn't take any responsibility for the delay / Non Submission of Tender / Non Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason whatsoever.”



1. Introduction

1.1 About the PSCL

Patna Smart City Limited (PSCL) is the special purpose vehicle created by Govt. of Bihar and Patna Municipal Corporation under Smart City Mission to deliver several Pan City and Area Based Development initiatives with a focus on both infrastructure and ICT advancements in the city and at strategic locations.

1.2 Introduction to Patna Smart City Project

The Ministry of Urban Development (MoUD), Government of India (GoI) has initiated Smart Cities Mission (SCM), under which selected cities will be developed as smart cities with a focus on improving citizen services with ICT intervention. Smart Cities Mission is an urban renewal and retrofitting programme by the Government of India with a mission to develop 100 cities all over the country making them citizen friendly, sustainable and investment destination. Under the smart city scheme, Government has emphasized to improve the basic civic amenities of the cities on one hand and the provision of modern technological advances for ease of living on the other hand. The Smart City Proposal for Patna envisions to implementing a number of projects categorized into Area Based Development (ABD) projects and Pan City components. The ABD projects focuses on physical infrastructure components, whereas the Pan City components focuses on the ICT interventions in the city. The components being undertaken as part of the Area Based Development and Pan City Proposal is as under:

To achieve Patna's vision for a smart city, large numbers of measures are required to be implemented. Considering the priorities echoed by city stakeholders during the consultative process and practical feasibility, the main project umbrella initiatives shortlisted are:

- **'Aadharbhoot'**: Provide the city with citizen oriented Core & Resilient Infrastructure which will be a major backbone of various services like water supply, sewerage network in ABD area ,sanitation etc..
- **'Visankulan & Gatisheel'**: To address the key concern of traffic congestion as emerging from public consultation, promoting mixed land use to decongest the ABD area and also to increase average travel speed and mobility and reduce travel time including increased carriageway and improved parking management.
- **'Jan-Kshetra'**: To create organized public spaces that will improve the livability quotient and quality of life and also to optimally utilize its resources and reduce carbon footprint through various measures, viz., by restoring riparian wetland and infusing native urban forest concept, and promoting bio-diversity, Rooftop farming, Solar rooftop on govt. buildings etc. .
- **'Sampoorna Nagar Vikas '**: By leveraging on its strengths like location, connectivity and "ease of starting-up business," Patna aims at boosting public services and governance with the help of ICT intervention proposed Integrated command and control Centre, Jan Seva Kendra, LED street lighting and Intelligent SWM etc. for PAN city development.
- **'Samagra Vikas'**: Introduction of slum free ABD area through an easily replicable model built around housing for all and land leveraging. It will also focus on improving service delivery and cleaning & maintaining drains that are now in a state of disuse
- **'Vaisvik'**: Under vaisvik international convention Centre, Urban Incubation Centre proposed to get global identity.



1.3 RFP Format

The intent of this RFP is to invite bids from the Bidders for Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System in Patna along with defect liability period of one (1) Year and Comprehensive operation and maintenance for Five (5) years under Smart City Mission. Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. This RFP document is not transferable.

1.4 Fact sheet

S No.	Item	Description
1	Method of Selection	The method of selection is LCS. Successful bidder or L1 will be chosen with Lowest price among the financial proposals under consideration.
2	Availability of RFP Documents	Download from https://www.eproc.bihar.gov.in (Under Patna Municipal Corporation)
3	Tender document fee (Non-refundable and Not –exempted)	INR 10,000/- (Ten Thousands Only)
4	Bid Security/Earnest Money Deposit (EMD)	Rs.10,00,000/- (Rupees Ten Lakhs) Only,(Refundable), in the form of Bank Guarantee (BG)/.
5	Bid validity	Bid must remain valid up to 120 (One Hundred & Twenty) days from the actual date of submission of the Bid.
6	Currency	Bidders are required to quote the price in INR only.
7	Name and Address for Correspondence/ Bid Submission/Opening Venue	MANAGING DIRECTOR, PATNA SMART CITY LIMITED, MAURYA LOK, PATNA.
8	Project Completion Period	1 Year
9	Comprehensive DLP & O&M	1 Year DLP & 5 Year O&M



1.5 Definitions & Abbreviations

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

- 1.1. **“ABD”** Shall mean Area Based Development in the Smart city proposals.
- 1.2. **“Authority”** Shall mean Patna Smart City Limited (PSCL)
- 1.3. **“B.I.S”** shall mean specifications of Bureau of Indian Standards (BIS);
- 1.4. **“Bid/Tender”** shall mean the Techno Financial and Price Bid submitted by the Bidder along with all documents/credentials/attachments/ annexure etc., in response to this RFP, in accordance with the terms and conditions hereof.
- 1.5. **“Bidder/Bidding Company”** shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company / including its successors, executors and permitted assigns as the context may require;
- 1.6. **“Bid Bond”** shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid by the Bidder as per format given in this RFP.
- 1.7. **“Bid Deadline”** shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid Information Sheet.
- 1.8. **“Chartered Accountant”** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
- 1.9. **“Competent Authority”** shall mean Managing Director of PSCL himself and/or a person or group of persons nominated by Managing Director for the mentioned purpose herein;
- 1.10. **“Commissioning”** means Successful installation and operation of the Project / Works by the Contractor to the satisfaction of Authority as defined in RFP.
- 1.11. **“Company”** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
- 1.12. **“DLP”** Means Defect Liability Period (1 yrs.);
- 1.13. **“Eligibility Criteria”** shall mean the Eligibility Criteria as set forth in this RFP;
- 1.14. **“Financially Evaluated Entity”** shall mean the company which has been evaluated for the satisfaction of the Financial Eligibility Criteria set forth in this RFP hereof;
- 1.15. **“IEC”** shall mean specifications of International Electro-technical Commission;
- 1.16. **“PSCL”** shall mean **Patna Smart City Limited**
- 1.17. **“[Name of the Organization]”** Shall mean PSCL.
- 1.18. **“Net –worth”** shall mean as per Company Act 2013 and amendments if any.



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- 1.19. **"O&M"** shall mean Operation & Maintenance of entire system (5 Yrs.).
 - 1.20. **"Owner of project"** shall mean Patna Smart City Limited (PSCL)
 - 1.21. **"Project Cost / Project Price"** shall mean the price offered by the Bidder for the Scope of work as per RFP document.
 - 1.22. **"SPV"** Means "Patna Smart City Limited" a special purpose vehicle created under the Patna Municipal Corporation.
 - 1.23. **"Parent company"** shall mean a company, which holds more than 50% equity either directly or indirectly in the Bidding Company or Project Company or a Member in a Consortium developing Project.
 - 1.24. **"Project Company"** shall mean Company incorporated by the bidder as per Indian Laws in accordance with Clause of this RFP.
 - 1.25. **"PSCL"** shall mean Patna Smart City Limited (SPV formed by Government of Bihar & Patna Municipal Corporation)
 - 1.26. **"Price Bid"** shall mean the Bidder's quoted Price as per Financial format of this RFP;
 - 1.27. **"Qualified Bidder"** shall mean the Bidder(s) who, after evaluation of their Technical Bid stand qualified for opening and evaluation of their Price Bid;
 - 1.28. **"RFP"** shall mean Request for Proposal (RFP)/Bid document/Tender document
 - 1.29. **"SCP"** shall mean Smart City Proposal of Patna.
 - 1.30. **"Statutory Auditor"** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 2013 or under the provisions of any other applicable governing law;
 - 1.31. **"Successful Bidder(s) /Contractor/Project Developers(s)"** shall mean the Bidder(s) selected by PSCL pursuant to this RFP.
 - 1.32. **"PMC"** shall mean Patna Municipal corporation.



2. Instruction to Bidders

2.1 Project Overview:

The Smart Cities Mission of Government of India is to promote cities that provide core infrastructure and give a decent quality of life to its residents. As part of Pan-City Information and Communication Technology (ICT) based solution, one of the important project is Implementation of ICT for managing and operating solid waste removal and processing.

Solid Waste Management (SWM) is the most important activity that the Patna Municipal Corporation (PMC) delivers for its residents which is the most significant municipal service and a prerequisite for other complicated municipal services. The overall target of SWM is to monitor, collect, and dispose solid waste generated by the residents, in a cost effective, environmentally and socially satisfactory manner.

2.2 General

- a) While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the PSCL's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the PSCL on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of PSCL. Any notification of preferred bidder status by PSCL shall not give rise to any enforceable rights by the Bidder. PSCL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of PSCL.
- d) Sealed bids shall be received by the PSCL by physical posts along with the online submission, in person before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a public holiday by the Government of Bihar, the offers will be received up to the appointed time on the next working day. The PSCL may, at its discretion, extend this deadline for submission of offers by issuing corrigendum.
- e) The physical submission of bid should be in the form of hardbound with each page numbered and signed by authorized signatory.
- f) Telex, cable or facsimile offers will be rejected.

2.3 Eligible Bidders

The Bidder should be a company, Proprietorship /partnership firm / LLP / PSU working in the field of Solid Waste Management solution for urban areas.

No Consortium / Joint venture arrangement is allowed to bid for this project.



2.4 Compliant Bids/Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP, in the bid
 - ii. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP.
 - iii. Comply with all requirements as set out within this RFP

2.5 Bidder to Inform

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the Conditions or the specifications he shall, before the last date for Submission of Pre-Bid Queries, set forth the particulars thereof and submit them to PSCL in writing in order that such doubt may be removed or clarifications are provided.

2.6 Bid Preparation costs

The Bidder shall bear all costs associated with the preparation and submission of its bid.

2.7 Pre-bid meeting

The date, time and venue of Pre-Proposal Conference shall be:

- a) Date and Time: As mentioned in details of schedule for the bid 25-06-2019 (15:00 Hrs.)
- b) Venue: As mentioned at Municipal Commissioner's Office, Patna.

2.8 Bidders Queries

Any clarification regarding the RFP document and any other item related to this project can be submitted to PSCL as per the online submission mode and timelines mentioned in the Bidding Schedule. The pre-bid queries should be submitted in MS excel sheet format, along with name and details of the organization submitting the queries.

PSCL shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by PSCL.

Bidders must submit their queries as per the format mentioned in this RFP.

Maximum of 2 members per Bidder will be allowed to participate in the Pre-bid conference and a letter from the Authorized Signatory from the intended bidder will



clearly specify the names of the participants.

2.9 Responses to Pre-Bid Queries and Issue of Corrigendum

PSCL will organize a pre-bid conference and will respond to any request for clarification or modification of the bidding documents. PSCL shall formally respond to the pre-bid queries after the pre-bid conference. No further clarifications shall be entertained after the date and time of submission of queries.

PSCL shall endeavor to provide timely response to all queries. However, PSCL makes no representation or warranty as to the completeness or accuracy of any response made in good faith. PSCL does not undertake to answer all the queries that have been posed by the bidders.

Any modifications of the RFP Documents, which may become necessary as a result of the Pre- Bid Conference, shall be made by PSCL exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of PSCL.

Any corrigendum/notification issued by PSCL, subsequent to issue of RFP, shall only be available/hosted on the website URL mentioned in the fact sheet. Any such corrigendum shall be deemed to be incorporated into this RFP.

2.10 RFP Document Fee

RFP can be downloaded from the website URL mentioned in the fact sheet.

Tender Fee of Rs. 10,000/- (Rupees Ten Thousand Only) shall be paid at the time of submission of bid. The tender fee shall be non-refundable.

Without the payment of tender fee the bids will be taken as incomplete and non-responsive and shall not be considered.

2.11 Earnest Money Deposit (EMD)

EMD shall be paid at the time of submission of bid through a Bank Guarantee addressed to Patna Smart City Limited, valid up to 120 days from the actual date of submission of the Bid. No exemption for submitting the EMD will be given to any agency. Bid security in any other form will not be entertained.

For Unsuccessful bidders: The bid security of all unsuccessful bidders would be refunded without interest by PSCL on finalization of the bid in all respects.

For Successful bidders: The bid security, for the amount mentioned above, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder.

In case bid is submitted without the bid security then PSCL will reject the bid without providing opportunity for any further correspondence to the bidder concerned.

The EMD may be forfeited in any of the following circumstances:

- If a Bidder withdraws or modifies its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof.
- If a Bidder is disqualified in accordance with Clause 2;
- If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in this RFP.



- If a Bidder is declared the first ranking Bidder and it:
 - Withdraws its Proposal before contract agreement. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder; fails to furnish the Performance Security fails to sign and return, as acknowledgement, the duplicate copy of the letter of award; fails to fulfill any other condition precedent to the execution of the Contract, as specified in the letter of award; or fails to execute the Contract.

Following are the details to prepare bid security in the form of BG;

- a) **Beneficiary's Account Name** : **Patna Smart City Limited,**
- b) **Beneficiary's Bank Name** : **HDFC Bank,**
- c) **Branch Name and Code** : **Patna,9325,**
- d) **IFSC Code** : **HDFC0009325. ("0" is Zero)**

2.12 Bid Validity Period

Bid shall remain valid for the time period mentioned in the Fact Sheet i.e. 120 days. The bidder shall be required to extend the bid validity period, if requested by client to do so. Accordingly, the bid security shall also be extended by the bidder for such period. The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking forfeiting the EMD, but in this case the bid will be out of the competition for the award. Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period

2.13 Contents of Bid

The four sets of documents (each enveloped separately and packed in a master envelope) are required to be submitted for evaluation. The sets will comprise of:

Document Set per envelope	Name of Document	Content	Mode of Submission
One	RFP Document fee & Bid Security/ Earnest Money Deposit (EMD)	a. RFP Document Fee receipt b. Bid Security/Earnest Money Deposit (EMD) receipt	Online and Hard Copy
Two	Pre-Qualification Bid	Pre-Qualification bid along with the required supporting documents	Online and Hard Copy
Three	Technical Bid	BOM, Technical Specifications, Certificates, Approach and Methodology etc.	Online and Hard Copy
Four	Financial Bid	Financial Bid	Online only



- a) Please note that Prices should NOT be indicated in the Technical Bid but should only be indicated in the Financial Bid.
- b) All the pages of the bid must be sequentially numbered. The bid documents must contain in the beginning of the document, a list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- c) The original bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the bids.
- d) All pages of the bid shall be initialed and stamped by the person (or persons) who sign the bid.
- e) Failure to submit the bid before the submission deadline specified in the Bidding Schedule Sheet would cause a bid to be rejected.
- f) PSCL will not accept delivery of bid by fax or e-mail only. Hard Copy & Online submission is mandatory.

2.14 Bid Formats

2.14.1 Pre-Qualification Bid Format

Section #	Section Heading	Details
1.	Pre-qualification checklist	As per format provided in the RFP
2.	Pre-Qualification Bid Covering Letter	As per format provided in the RFP
3.	About Bidder	As per format provided in the RFP
4.	Legal	1. Copy of Certification of Incorporation/Registration Certificate 2. PAN Card 3. GST Registration
5.	Annual Turnover	Details of annual turnover along with audited financial statements as supporting.
6.	Certification	Relevant certification
7.	Self-certificate for non- blacklisting clause	As per format provided in the RFP
8.	Power of Attorney	Documentary evidence as per format provided in Annexure of the RFP
9.	Project Experience	Citation details of projects as per format given in this RFP, as applicable.



2.14.2 Technical Bid Format

Section #	Section Heading	Details
1.	Technical Bid Checklist	As per format provided in the RFP
2.	Technical Bid Covering Letter	As per format provided in the RFP
3.	About Bidder	Details about bidder Bidder's General Information as required in Technical Criteria
4.	Proposed make and model of various components.	Details as required in Technical Criteria
5.	Work Plan & proposed Methodology	Details as required in Technical Criteria
6.	Project/credential summary	As per format provided.
7.	Bidder's Experience	Project citation as per format provided in section and supporting documentary evidences and Self-certifications as per format in the RFP as applicable

2.14.3 Financial Bid Format

The Bidder must submit the Financial Bid in the formats specified in the RFP.

S No.	Section Heading	Details
1	Total Price Summary	As per financial format provided in the RFP

2.15 Language

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

2.16 Authentication of Bids

An authorized representative (or representatives) of the Bidder shall initial all pages of the Pre- Qualification, Technical and Financial Bids. Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

2.17 Amendment of Request for Proposal

At any time prior to the due date for submission of bid, PSCL may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the PSCL website, through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

It shall be the responsibility of the prospective bidder(s) to check the e-procurement



website under Patna given in advertisement from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, PSCL shall not be responsible.

In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, PSCL, at its discretion, may extend the deadline for submission of bids which would be uploaded on website.

2.18 Bid Price

Financial Bid shall be as per the financial format given in this RFP. Bidders shall include all applicable taxes, duties, other levies and charges, tools and tackles, comprehensive O&M etc. in respect of direct transaction between PSCL and the Bidder.

The price quoted by the Bidders shall be fixed and firm for the duration of the Contract and shall include all taxes, duties, levies. The Bidders shall quote the price for the entire system and installation services such that the total Bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Document in respect of the design, manufacture, including procurement, delivery, construction, installation and operation of the system for five years. The price bid should also take into account the comprehensive maintenance for Five (5) years and defect liability period (DLP) of 1 year. This includes all requirements and services as may be specified in the Bidding Document, all in accordance with the requirements of the General Conditions of Contract and Technical Specifications.

2.19 Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in the RFP. The bids with deviation(s) to the clauses/ outlined scope mentioned in the RFP are liable for rejection.

2.20 Late Bids

- a) Late submission will not be entertained.
- b) The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c) PSCL shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder's end. No further correspondence on the subject will be entertained.
- d) PSCL reserves the right to modify and amend any of the above-stipulated condition/criterion.

2.21 Right to Terminate the Process

PSCL may terminate the RFP process at any time and without assigning any reason. PSCL makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by PSCL.



2.22 Non-Conforming bids

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

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

2.23 Acceptance/Rejection of Bids

- a) PSCL reserves the right to reject in full or part, any or all bids without assigning any reason thereof. PSCL reserves the right to assess the Bidder's capabilities and capacity. The decision of PSCL shall be final and binding.
- b) Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, PSCL reserves the right to reject the Bid and forfeit the EMD.

If there is any discrepancy in the financial bid, it will be dealt as per the following:

- a) If there is a discrepancy between words and figures, the amount in words shall prevail.
- b) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his explanations. On the above lines PSCL reserves the right to take appropriate decision which needs to be agreed by the bidder. If the bidder does not agree to the decision of PSCL, the bid is liable to be disqualified.

2.24 Confidentiality

All the material/information shared with the bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances.

2.25 Disqualification

The bid is liable to be disqualified/ a proper explanation can be called in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a) During validity of the bid, or its extended period, if any, the bidder increases its quoted prices
- b) The bidder's bid is conditional and has deviations from the terms and conditions of RFP.
- c) Bid is received in incomplete form or is not accompanied by all the requisite documents.
- d) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of



the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.

- e) Financial bid is enclosed with the same document as technical bid.
- f) Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- g) In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately.

2.26 Fraud and Corrupt Practices

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, PSCL shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, PSCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to PSCL for, inter alia, time, cost and effort of PSCL, in regard to the RFP, including consideration and evaluation of such Bidder’s Bid.
- b) Without prejudice to the rights of PSCL under Clause above and the rights and remedies which PSCL may have under the LOI or the Agreement, if a Bidder is found by PSCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement and there is a written proof of such practice, such Bidder shall not be eligible to participate in any tender or RFP issued by PSCL during a period of 3 years from the date such Bidder is found by PSCL to have directly or through an agent, engaged or indulged in any Prohibited Practices.
- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) “*corrupt practice*” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of PSCL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of PSCL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of PSCL in relation to any



- matter concerning the Project;
- b) “*fraudulent practice*” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c) “*coercive practice*” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - d) “*undesirable practice*” means (i) establishing contact with any person connected with or employed or engaged by PSCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - e) “*restrictive practice*” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.27 Conflict of Interest

- a) A bidder shall not have a conflict of interest that may affect the Selection Process or the Project delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, PSCL shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to PSCL for, inter alia, the time, cost and effort of PSCL including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to PSCL hereunder or otherwise.
- b) PSCL requires that the bidder provides solutions which at all times hold PSCL’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of PSCL.

2.28 Sub-Contracting

The bidder would not be allowed to sub-contract work. Outsourcing of any services and/or subletting of any scope of work, in part and/or full, is strictly prohibited. The bidder shall be held responsible for any delay/error/non-compliance etc.

2.29 Withdrawal, Substitution, and Modification of Bids

- a) No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the Bid Submission Form, or any extension thereof agreed to by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of the EMD/Bid Security.
- b) Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- c) Bids withdrawn shall not be opened and processed further.



2.30 Site Visit

- a) The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b) It is strongly recommended that bidders may conduct their site surveys as per the requirement of RFP wherever necessary, prior to the proposal submission.
- c) No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.



3. Selection Process for Bidder

3.1 Opening of Bids

The Bids shall be opened by PSCL in presence of those Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or an authorization letter from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.

There will be three bid-opening events as follows:

1. Set 1 (RFP Document fee & Bid Security/EMD)
2. Set 2 (Pre-Qualification bid)
3. Set 3 (Technical bid)

- a) The venue, date and time for opening the Bids bid are mentioned in the Fact sheet.
- b) The date and time for opening of Technical bid is specified in the bidding schedule and that of the financial bid would be communicated at respective stages to eligible bidders.
- c) The Technical Bids of only those bidders will be opened who clears the Pre-qualification stage.
- d) The Financial Bids of only those bidders will be opened who qualify in Technical Bid.

3.2 Preliminary Examination of Bids

PSCL shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be nonresponsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by PSCL and shall not be included for further consideration.

Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- a) Not submitted in format as specified in the RFP document
- b) Received without the Case Specific Letter of Authorization from OEM.
- c) Found with suppression of details
- d) With incomplete information, subjective, conditional offers and partial offers submitted
- e) Submitted without the documents requested
- f) Non-compliant to any of the clauses mentioned in the RFP
- g) With lesser validity period

3.3 Clarification on Bids

During the bid evaluation, PSCL may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.



3.4 Evaluation Process

PSCL shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.

The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

3.4.1 Stage 1: Pre-Qualification

- a) PSCL shall validate the “RFP Document fee & Bid Security/Earnest Money Deposit (EMD)”.
- b) If the contents are as per requirements, PSCL shall open the “Pre-Qualification Bid”. Each of the Pre-Qualification condition mentioned in this RFP is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria through Email and Phone and subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders after the signing of Contract by the successful Bidder.

- c) Technical and Financial bids for those bidders who doesn't pre-qualify will not be opened. Financial bid will not be opened for those bidders, who don't qualify the technical evaluation. Bid Security shall be returned promptly to the unsuccessful bidders.

3.4.2 Stage 2: Financial Evaluation

- a) All the technically qualified bidders will be notified to participate in Financial Bid opening process.
- b) The Financial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at PSCL's discretion.
- c) Financial Bids that are not as per the format provided in this RFP shall be liable for rejection.
- d) The bid price shall be inclusive of all taxes and levies and shall be in Indian Rupees.



3.5 Pre-Qualification Criteria

<u>S.N</u> <u>o</u>	<u>Sub-Criteria</u>	<u>Max</u> <u>Marks</u>	<u>Documentary proof</u>
Q_1	Bidder's competence on turnover from SI services: The Bidder's average annual turnover from services related to Solid Waste Management Solutions & Integration during each of the last 3 audited financial years (2015-16, 2016-17, 2017-18) shall be 3 Crores	10	Certificate from the statutory auditor specifying the bidder's turnover from SI services & audited financial statements for last 3 financial years
Q_2	Bidder's experience in sensor technology: Marks will be awarded as per the nature of project and experience. Bidder should have experience of implementing software solution related to Solid Waste Management in any ULB/Government in India in last five years as on publication of RFP with minimum project value of Rs. 1 Cr. OR Bidder should have experience of implementing RFID based solution for fleet management in India for any ULB/Central /State Govt Departments/PSU in last five years as on publication of RFP with minimum project value of Rs. 1Cr.	10	An undertaking by the bidder to confirm the presence of as a part of COTS. PSCL at any time, before awarding the project, reserves the right to ask the bidder to demonstrate the features declared by them. In case of a discrepancy between no. of modules in declaration and actual no. of modules present as COTS, PSCL reserves the right to remove the bidder from the process.
Q_3	System functionality: The bidder will be marked on the basis of number of features present as a part of COTS (Financially-off-the-shelf) MSWM solution: 1. Grievance Redressal System 2. Role Based Mobile App across SWM hierarchy 3. Fleet Management system including driver's app, route planning, re-routing, alerts, destination information, etc. 4. Billing system for vendors of Municipal Corporation 5. Attendance management including its biometrics for Field Workers 6. Integration with IoT devices compulsorily including Smart bins and automated weighbridge application	10	An undertaking by the bidder to confirm the presence of following modules as a part of COTS. PSCL at any time, before awarding the project, reserves the right to ask the bidder to demonstrate the features declared by them. In case of a discrepancy between no. of modules in declaration and actual no. of modules present as COTS, PSCL reserves the right to remove the bidder from the process.



	<p>7. Dashboards and MIS for SWM system with Role Based Access Control and ranking module for people, divisions, etc.</p> <p>8. Integration with SMS and Emails</p> <p>9. Ability to host both on cloud and on in-premise system</p> <p>10. Bilingual platform (compulsory languages – English & Hindi) configurable for each user.</p>		
	<p>Note: 2 marks will be awarded based on the availability of features in proposed solution.</p>		
Q_4	<p>Network and Security: Proposed solution has following network and security components with following features:1) Self-healing network: Communication network shall have dynamic and self-healing capability. If one of the communication elements fail, then nodes connecting to that element shall switch to best available element for communication of data.2) Secure: Data transmission should be secured by encryption. Data transmission should be highly secure and able to withstand hostile acts and influences.3) Configurable: Allows for easy configuration of business rules and setting of parameters by the authority.4) Extensible: New capabilities can be added without major changes to the underlying communication architecture.Note: 5 marks will be awarded based on the availability of each network and security feature listed above</p>	20	<p>Proposal of technology used by the bidder as a part of approach and methodology document and presentation</p>



Q_5	<p>Industry specific capabilities: The bidder must have successfully completed similar projects in India/globally in last 3 years: Note: Definition of similar nature projects is as follows: Project which involves development, deployment, integration and technical support for SWM System of a municipality/urban local body/government urban development authority.</p> <p>Weightages: In case project is completed (implementation and O&M) as per specified scope and the letter of satisfaction from the client is available: 100 % marks In case project is in progress and the letter of completion of implementation phase is available from the client: 80 % of specified marks</p>	10	
	Completed qualifying project = 3 SWM Projects		
Q_6	<p>Training: Trainings proposed by the vendor and the amount of emphasis laid on Training the employees schedule details, locations, sessions and their description Marks will be awarded as per the details below.</p>	7	Proposal of training document by the bidder as a part of approach and methodology document and presentation
Q_7	<p>Certifications: The bidder must have following certifications: ISO-9001: 2008 or above</p>	8	Copy of certificates
Q_8	<p>Profile of proposed team members:</p> <ol style="list-style-type: none"> 1. Project Manager (MBA + 3 years) in Urban Sector (2.5 Marks) 2. Solid Waste Management Expert (B.Tech/Graduation in Environmental Science/Equivalent Degree) (2.5 Marks) 3. GIS Expert (1.5 Mark) 4. VTS Expert (1.5 Mark) 5. Service Engineer (1 Mark) 6. Operator (1 Marks) 	10	CV's of the proposed team, evaluation will be based on experience and work executed.



Q_9	Approach & Methodology (A&M) and Presentation: The bidder shall be awarded marks based on the following: 1) Detailed plan for requirement gathering 2) Approach and methodology for implementation and post-implementation phases 3) Work plan & development schedule and technical presentation. Assessment will be carried on basis of presentation, and answers to the questions asked by panel during evaluation period.	10	Approach and MethodologyNote submitted by the bidder; and Presentation by the bidder
Total (Maximum marks)			100

Note: Bidders are required to secure **not less than 70 marks** under the criteria set in clause 3.5 of this RFP in order to qualify.

4. Award of Contract

4.1 Notification of Award

PSCL will notify the successful Bidder in writing by e-mail followed by courier to be confirmed by the Bidder in writing by email followed by courier.

4.2 Signing of Contract

After the notification of award, PSCL will issue Work Order (WO)/Letter of Intent (LOI). Accordingly, a contract shall be signed between successful bidder and PSCL within 21 days of issue of Work Order.

4.3 Performance Bank Guarantee (PBG)

Within fifteen (15) working days from the date of issue of Work Order / Letter of Award, the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the PSCL. The PBG shall be from a Nationalized Bank or a Scheduled Financial Bank in the format prescribed in this RFP payable on demand, for the due performance and fulfillment of the contract by the bidder.

Performance Bank Guarantee shall be 10% of Contract Value valid till 60 days beyond the expiry of Operation and Maintenance period of four years. PBG shall be invoked by PSCL, in the event the Bidder:



- a) fails to meet the overall penalty condition as mentioned in this RFP or any changes mutually agreed between the parties,
- b) fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of PSCL as per conditions and scope mentioned in the RFP
- c) Misrepresents facts/information submitted to PSCL

In the event of the Bidder being unable to service the contract for whatever reason(s), PSCL shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of PSCL under the contract in the matter, the proceeds of the PBG shall be payable to PSCL as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

PSCL shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default.

After 40 days of notice, if the bidder fails to rectify the default, PSCL shall be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him under this contract, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

In case the project is delayed beyond the project schedule as mentioned in this RFP, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate shall be issued and the PBG would be returned to the Bidder.

4.4 Defect liability period

Bidder shall provide complete maintenance and operation support for all the proposed solution as outlined in this RFP for a period of one year from the date of Inauguration of the project as Defect Liability Period (DLP).

During the warranty / defect liability period, the bidder shall covenant that the goods supplied under the contract are new, unused, of the most recent version/models. The bidder further covenant that the goods supplied under this contract shall have no defects arising from design, materials or workmanship. The bidder has to submit an undertaking that the goods supplied by him are new and unused.

PSCL or designated representatives of the bidder shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to PSCL and within time specified and acceptable to PSCL.

If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, PSCL may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights maximum to the value of the defected item, which PSCL may have against the bidder under the contract.



4.5 Operation and Maintenance

Bidder shall provide comprehensive Operation and Maintenance support for all the proposed solution as outlined in this RFP for a period of Five Years from the date of commissioning of the project. The contractor shall be fully responsible for the integrity and character of the staff engaged at site. The staff that is found unsuitable for the job shall be changed immediately by the contractor after getting instruction from PSCL.

4.6 Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event PSCL may call for new bids. In such a case, PSCL shall invoke the PBG and/or forfeit the EMD.

4.7 Arbitration post signing of contract

In case, a dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.

Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal.

In case PSCL chooses to award the contract to an eligible bidder through this tender process, and its subjected to a third party litigation, PSCL would be free to proceed with the contract award and works process. If the litigation is in favor of the third party resulting in termination of awarded contract and retendering process, PSCL would pay out the existing bidder to the tune of work completed upon submission of sufficient proof of material supplied and manpower invested.

4.8 Project Completion

The project is required to be completed in a timely manner. Period of Completion of works excluding operation & maintenance period is one (1) year from the date of the signing of contract agreement.

4.9 Liquid Damage

In case there is delay from bidder side to complete the work within stipulated time frame as per this RFP, 1% of the total contract value will be imposed as liquid damage for every week of delay subject to maximum of 10% of contract value on the agency. In case of a continuous delay of 2 weeks the agreement is liable to be terminated at the discretion of the PSCL. Authority may grant time extension to agency on written request from agency but it depends upon the whole discretion of the authority of PSCL.



5. CONDITIONS OF CONTRACT

5.1 Scope of Work

The Solid Waste Management platform proposed includes RFID's and Volume sensors installed in garbage bins to automatically monitor the status and transmit that information to the ICCC. The ICCC in turn should process the data and allow the Supervisors and Operators to monitor the status real time and schedule an on-demand cleanup as recommended by the MUNICIPAL CORPORATION. The platform should have event generation capabilities that notify the Supervisors and Zonal Officers and the Commissioner through Mobile App, when a garbage bin is filled up. In addition, the SWM also allows better inventory maintenance and reduces wastage of trips of the vehicles. The garbage sensor devices should be mounted on the top of the bin and looking in to the bin, it utilizes ultrasonic to measure the garbage level in a bin. SWM consists of three parts, the sensor web service which allows the users to view the real time status of the bin in each ward and receive notification on critical (both mobile and web). In addition, the application should provide a historical view of the data from all the deployed like the cleaning pattern and the timing. This will also allow us to assess the efficiency of the concerned departments. MSI has to procure and install RFID's and volume sensors. The network connectivity has to be planned and implemented to share the Smart Elements information to the Command Control Center for further processing. It is the responsibility to procure RFID readers, Smart phones and thumb readers as mentioned in the RFP. MSI should use the Smart elements and geo fence and geo tag them with GIS Maps.

The successful bidder has to integrate its own solution with existing SWM System & Vehicle Tracking System. The Vehicle/Location tracker should also be geo fenced and will be used for route optimization of garbage collecting vehicles. Grievance application should be part of the Mobile App and the app should be City GIS Maps. KPIs for Solid Waste Management System

1. The Smart Solid Waste Management System shall enable the level of solid waste, recycled waste, to be remotely monitored using wireless sensors installed inside the waste bin.
2. Registration/Geo-tagging and smart monitoring of all garbage bins and points.
3. RFID based system shall allow real-time tracking of waste collection system efficiency
4. Registration/Geo-tagging and smart monitoring of all Temporary Transit Station (TTS).



5. Smart mechanism for registering, monitoring and efficient and quick redressing of citizen grievances.
6. Implement a GIS/GPS enabled Solid Waste Management System to automate the entire process including online tracking of waste collection vehicles, their routes, and temporary transit stations (TTS) and attendance of public health workers.
6. Web based monitoring of each type of waste disposal separately.
7. Is solid waste collected properly from the bins?
8. Is the weight of the waste correct?
9. Tracking of solid waste with necessary checks-and-balances.
10. Process management of people, vehicles and other components involved to be monitored.
11. Daily, weekly, monthly reports on item-wise, dept. wise and activity wise details and the Consolidated Report generation on solid waste management site activity through the Command and Control Center should be made available with the real time captured data.
12. Decision support system that monitor process compliance, efficiencies and SLA monitoring shall be part of the project.

Functional Specifications for Solid Waste Management System

1. The solution shall be based on open source technology.
2. The solution recommended should comply with standards and guidelines of Govt. of India and Govt. of Bihar.
3. The solution must have role based access and management according to the rules of PMC/PSCL.
4. The solution must have the ability for logging, audit, and tracking of any changes carried out on the database. Only authorized users according to their use rights may make entries to the database.
5. The solution should support N-tier architecture
6. The solution must support Single-Sign On facility
6. The solution should support PKI based Authentication and Authorization, in accordance with IT Act 2000, using the Digital Certificates issued by the Certifying Authorities (CA).
7. The solution must maintain Interoperability Standards ensuring that the Software developed is easily integrated with the other Software



8. The architecture should be scalable (cater to increasing load of internal and external users and their transactions) and capable of delivering high performance
9. The solution must follow stringent security features such as:
 - The security services used to protect the solution shall include: Identification, Authentication, Access Control, Administration and Audit and support for industry standard protocols.
 - The solution shall support advanced user authentication mechanisms including digital certificates and biometric authentication.
 - Security design should provide for a well-designed identity management system, security of physical and digital assets, data and network security, backup and recovery and disaster recovery system.
 - The solution should provide for maintaining an audit trail of all the transactions and should also ensure the nonrepudiation of audit trail without impacting the overall performance of the system.
 - The overarching requirement is needed to comply with ISO 27001 standards of security.
10. The solution must be compliant with latest versions of Industry Standards such as W3C specifications, Information access/transfer protocols SOAP, HTTP/HTTPS, etc.
11. The required application must be made scalable and robust. It should be designed and developed in such a manner so as to allow integration with other applications in future if necessary.
12. The application should be able to integrate with SMS Gateway, Payment Gateway, Handheld PoS Devices, SMTP, RFID Tracking and Boom Barriers, CCTVs and live video streaming.
13. MSI has to get the application security audited by the CERT-IN empaneled Security Agencies.
14. MSI has to address all the compliances raised by the Security Agency and handover the security audited certificate before hosting.
15. Solution should provide GIS based interface to view all the bin points, at a glance, on location basis and bin Points locations should be integrated with digital images.
16. GIS system shall have the required layers such as Zone, Circle, Ward and Locality Temporary transit locations.
17. Design the web based GIS application denoting all the graphical locations.



18. Collect and configure the Geo-Locations as per the project requirement.
19. Design the Geo-fencing reporting portal
20. The GIS system should be web enabled and reporting should be role and right based.
21. Development of GIS system with spatial Database and integrate with the Data captured above for geographic queries and normal data queries.
22. GPS tracking of the waste pick up vehicle for real time tracking.
23. The application software should have facility to read / integrate / capture the GPS data of the vehicle.
24. Different kind of MIS report shall be generated from the application software for vehicle tracking.
25. Route Optimization which shall help in reduction of trip time, fuel saving and serving more locations.
26. Manage routes and vehicles dynamically through an automated system.
27. Efficient monitoring and management of waste collection bins.
28. Ensure complete coverage of door to door and community collections served by vehicles.
29. Monitor and track other municipal corporation vehicles under Solid Waste Management Dept.
30. Record history of vehicle routes, attended sites and other details.
31. Radio-frequency identification (RFID) devices with vehicle and RFID tagging of Bin to ensure serving by requisite vehicle.
32. Volume Sensor based bin to indicate maximum utilization status and trigger vehicle pick up.
33. Shall be integrated with Waste treatment plants to receive details of waste transit.
34. Alert / Alarm management - Real time management of missed garbage collection points.
35. Monitoring & Reporting Application - reports of vehicles, garbage collection status, bin status etc.
36. Mobile Application - Development of mobile application in open source platform for each application module is also proposed:
 - Should include Grievance redressal module and ability to capture and upload image of related complaint or grievance.



- Should have the capability to be integrated with other mobile applications related to PMC activities.
- App must also have the functionality to enable supervisors, transporters and other appropriate concerned officials to update the status of their activities.
- App should send GIS location, Date: Time with Biometric details/Photos to control center which will be authenticated through registered mobile number of supervisors.
- Capture images of Bin Points and transmit to the central server with text, image and GPS data such as date and time, Latitude and Longitude as per the schedule given by PMC.
- App must enable the sending of related SMS when required.

Components of the proposed architecture

Details and role of the components of the expected solution architecture will be as follows:

a. RFID

Only Households/Properties of MUNICIPAL CORPORATION will be installed with an RFID tag to identify each object associated with the tag. Each tag will contain a unique identification code. This will help in the tracking of the bins individually. The RFID readers will be installed in each vehicle which will read the radio frequency signals of the tags installed on the bins from which the garbage is collected. The information pertaining to the collection of the garbage and the garbage bins being covered will be sent to the tracking device for creating the reports about the bins covered by the garbage collection vehicles giving the identification code of each bin being covered.

b. Information transmission

The information will be collected by the tracking device and this information will be sent to the tower using the GPRS signal for the transmission of the information. The GPRS tower will communicate with the data center using the transfer protocol to transfer the information collected from the various vehicles. The MUNICIPAL CORPORATION data center will be equipped with the database server and the application server to collect the data and to produce the reports. The central server will also have digital maps which will allow seeing MUNICIPAL CORPORATION user about the location of the vehicles on that map. The MUNICIPAL CORPORATION data



center will post the information over the internet which will then be visible to the MUNICIPAL CORPORATION users through mobiles or computers.

All the information will now be available over the internet and physical checking will be eliminated. The routing can now be given to the drivers using this system and tracking can be done automatically instead of having multiple check points.

Functional Specifications- Vehicle and Bin

1. Web Based Vehicle Tracking and Monitoring Application customized to meet the functional requirements of the solution is envisaged.
2. System shall use the Automated Vehicle Locator Management System of the Intelligent Transport Management System with customized dashboard specific to monitoring and tracking of solid waste management activities.
3. Ensure complete coverage of door to door and community collections served by vehicles.
4. The waste collection vehicles shall be fitted with RFID readers. RFID readers identify the RFID tags installed in each of the collection and household/properties which read the RFID details. This data shall be transferred through the GPS device unit having GSM/GPRS connectivity. RFID readers shall be integrated to the vehicle GPS device unit to achieve this functionality.
5. City map provided by the MUNICIPAL CORPORATION/PSCL or Goggle Map shall be used for mapping of all smart elements in the city.
6. Weight and Volume sensors shall be placed at the fixed location over Bin. When the volume of occupancy (waste) reaches to a particular threshold value, an alert/SMS shall be sent to control center which then shall send the information to nearest vehicle for pick-up.
7. Volume/Fill level sensors can be either Ultrasonic or IR based to allow the system to identify the fill level and empty levels in a percentage basis and thereby garbage collection can be scheduled as a function of fill levels at different locations in the city.
8. This system shall be integrate with the RFID system, weight and volume sensor system for bin collection management.
9. Alert / Alarm management - Real time management of missed garbage collection points.



10. Application shall be hosted in the Intelligent Command and Control Centre (ICCC). The application shall leverage on the advanced GPS and GIS technologies for route scheduling, route monitoring, reporting and providing a quick dashboard.
11. Monitoring & Reporting Application - Reports of vehicles, garbage collection status, bin status etc.
12. The platform shall have built in security for data capturing and transfer including devices used i.e. restricting to the authenticated devices only.

Functional Specifications- Fleet Management System

1. System shall facilitate data transfer through GPRS enabling the update of status by the designated compactors/ tippers/ other vehicle operators on waste pick-up from bins.
2. Application must enable the monitoring of transit system of transport of Municipal Solid Waste (MSW) from designated areas at all wards to Temporary Transit Stations (TTS), transport of Solid Waste from designated areas to treatment centers, transport of waste from TTS to Solid Waste Treatment Centers or any other existing/ or any other process envisaged for the future to transport waste to treatment centers.
3. Waste Treatment entry/exit stations shall be installed with RFID Readers, License Plate Image Capture Camera (ANPR, Fixed Box and PTZ) to be integrated with a local controller and workstation. If such elements/system already exist in treatment center, System shall have the capability to be integrated with them or to receive/collect necessary data as per the PMC requirements.
4. Application must enable integration with RFID Readers, Weight/Volume Sensors and Cameras installed at Waste Treatment Centers.
5. Waste carrying Vehicles/Trucks shall be fixed with RFID Tags to enable their reading at the entry/exit stations of the Waste Treatment Plants.
6. System must enable the tracking of vehicles' their inward/outward movement, weight of solid waste transported to Solid Waste Treatment centers and transfer the same to the central control center without any ability to change the data locally.
7. All the data shall be stored locally for a min. period of 60 days including the video and images captured.
8. Application must enable integration with SMS gateway to facilitate update of status as well as notification through SMS.
9. System must enable the capturing of GIS information of the TTS and Treatment centers by geo fencing of the same.



10. Geo tagging of all designated areas in all wards by which the latitude and longitude details are reflected in the module pin pointing the location of the Areas or Households. All the properties are to be codified before geo-tagging with a facility for future scalability (PMC may provide unique identification number for all Households/Properties).
11. System must also enable the highlighting of the routes covered by the compactors/ tippers/ other vehicles involved through GIS mapping.
12. System should consider possibility of uploading of a picture/Video (taken through phone or Vehicle attached Cameras immediately after unloading the bin and cleaning the surrounding of the bin) of the unloaded waste bin to ensure that the waste from the particular bin has been lifted.

Functional Specifications- Attendance Monitoring System

1. GPS based mobile device shall enable PMC field staff to register their attendance (with date/time stamping).
2. The system shall periodically track the location of the staff through their GPS based mobile device and shall map (On City Map provided by MUNICIPAL CORPORATION or Google Map) it in the system with the pre-defined area coordinates.
3. Application should include the facility of handling the biographic details of all field level employees (both contractual and permanent) or should include the facility to be integrated with Aadhaar or any other system for authentication.
4. The attendance data must be captured daily either through biometric devices/special handheld devices/ Facial Attendance system or supervisor certification. The handheld devices shall be able to click photos for photo based attendance along with location and time details.
5. The device shall feed the data through GPRS/GSM network to ICCC for report generation and alerts. This attendance data should be integrated with the HR system of PMC as applicable.

Functional Specifications- SLA Monitoring System

1. The system must enable the mapping of the existing Service Level Agreement with all the involved stakeholders for the solid waste management.



2. The system should map the payment and penalty calculation as specified in the SLA.
3. Should interact with the other relevant modules to calculate correct remuneration and penalty as per the prevailing contracts.
4. System should be made configurable to enable the modification of rates of penalty and payment if needed.

Functional Specifications- Grievance Registration & Monitoring System

1. This system should facilitate the registering of grievances and complaints.
2. System should reflect the hierarchy of PMC for escalation of grievances for redressal.
3. System should have full redressal workflow management system with auto escalation of grievances as per set time period & escalation hierarchy.
4. System should be made fully configurable to set up desired levels of escalation hierarchy as well as configure the time period for escalation.
5. System must integrate with SMS gateway to enable the notification of status through SMS.
6. System must also integrate with Simple Mail Transfer Protocol (SMTP) to facilitate notifications to involved stakeholders/ parties through email.
7. System must enable the capture of the complaints of the citizens through call-center as well as through the web-application.
8. System should generate unique compliant ID to enable tracking.
9. System should provide status update in the web-portal to enable tracking of complaint/ grievance status by the citizens.
10. System must enable the capture of images through mobile app for registration of complaints and grievances by concerned citizens.
11. System should facilitate Citizens complaints through SMS and its tracking.
12. System should generate a system based complaints reports and their status on daily basis.



Technical Specifications of Solid Waste Management System (SWMS):

Technical Specifications- RFID Reader Handheld

Dimensions	162.5*80.0*14 mm or Industry Standard
Weight	550g or Industry Standard
Display	5.2" IPS FHD 1920x1080
Keypad	4 front keys, 1 power key, 2 scan keys, 1 multifunctional key
Battery	Main battery: Li-ion, rechargeable, 4000mAh Pistol battery: Li-ion, 2600mAh
Sensors	Gravity sensor, light sensor, proximity sensor
OS	Android 6.0
CPU	Cortex-A53 Quad-core 1.3GHz
RAM + ROM	2GB+16GB
Operating	-4oF to 122oF / -20oC to 50oC
Storage Temperature	-40oF to 158oF / -40oC to 70oC
Humidity	5%RH - 95%RH non condensing
Drop	Multiple 1.5m/4.9ft drops
Tumble	1000 x 0.5m/1.6ft falls at room temperature
Sealing	Host IP65
Radio Frequency Band	2G:850/900/1800/1900MHz 3G: 850/900/1900/2100MHz 4G: B1, B3, B5, B7, B8, B20, B40
WLAN	IEEE802.11 a/b/g/n, 2.4G/5G dual-band, internal antenna
WPAN	Bluetooth 4.0, BLE
CAMERA	13MP Autofocus with flash
Development Environment	Software Development Kit
GPS	GPS/AGPS, GLONASS, BeiDou; internal antenna
RFID	UHF, Circular polarization (3dBi), 1W (30dBm, +5dBm to +30dBm adjustable)
NFC	13.56MHz
Other Features	IRIS, 20-40cm Range



Technical Specifications-RFID Tag

1. The tag shall be anti-metal, and can be mounted on the metallic surface.
2. The tag shall be high temperature resistant and shall be capable of withstanding harsh or challenging conditions.
3. The tag shall have long read and write distance.
4. The tag shall be durable, reusable.
5. The frequency range of the tag shall be between 865~867MHz.
6. The tag shall support operation mode of Fixed Frequency or FHSS Software Programmable.
7. The tag protocol shall be ISO 18000-6C & EPC CLASS1 GEN2.
8. The tag memory configuration shall be EPC: 96bit (H3) and User: 512bit (H3).
9. The tag material compatibility shall be metallic and non-metallic substrates.
10. The read range (m) on metal surface shall be max. 7.5m for Fixed Reader and max. 3m for handheld reader.
11. The Mounting of tag shall be of screw, rivet, superglue, ribbon, double faced adhesive tape type.
12. Tags shall be IP 68 rated.

MIS Report Generation (Customizable)

- a) System should be able to create a Master Data Management module (Any kind of report based on the proposed solution should be customizable using this module)
- b) MIS should be able to generate revenue reports Citizen wise, zone wise, ward-wise, vehicle wise, time series wise, transfer station wise, route wise. Comparative analysis and reports between above mentioned data points.
- c) MIS should be able to generate the amount of waste collected Citizen-wise, zone wise, ward wise, vehicle wise, time series wise, transfer station wise, route wise. Comparative analysis and reports between above mentioned data points.
- d) MIS should be able to generate reports w.r.to driver / agency attendance, performance, payment, number of requests addressed by Citizen and unaddressed, time to address. Comparative analysis and reports between above mentioned data points.



Project Time line:

S. No	Project Deliverables	Timelines(in Weeks)
1	Project Kick Off	T
	Module 1	
2	Launch of Vehicle Tracking System, Route Plans, Route Schedule for transportation of waste from secondary points to Dumping Yard & MIS repots + necessary documents	T+1
3	SRS preparation	T+1
4	SRS Approval and Sign off from the authority	T+2
5	Vehicle Tracking Management System	T+3
6	System integration + necessary documents	T+4
7	Dashboard Design & MIS generation	T+5
7	UAT Module 1	T+6
	Module 2	
8	Launch of Mobile Application (for Supervisor, City Managers & Other Officials for Monitoring)	T+5
9	Mobile Application + necessary documents	T+6
10	Launch of Mobile Application (for citizen)	T+7
11	Mobile Application + necessary documents	T+8
12	UAT Module 2	T+9
	Module 3	
13	Attendance Monitoring System + necessary documents	T+10
14	Training (For Authorities, City Managers, Sanitation Workers & other officials) and User Manuals to monitor attendance & operations	T+12
15	GIS route map (Ward and Circles wise)	T+12
16	UAT Module 3	T+12
	Module 4	
17	RFID Tagging	T+32
18	Door to door monitoring system integration + Desired documents	Progressive as per actual installation
19	UAT Module 4	T+33
20	FAT	T+34
21	Training (For Authorities, City Managers, Sanitation Workers & other) and User Manuals	T+40
	Module 5	
22	Go Live (Final Acceptance and Sign off by AUTHORITY)= G	G



23	<p>Detailed Operation and Maintenance (O&M) Plan & Reports</p> <ul style="list-style-type: none"> • Operation and maintenance procedures and guidelines • Tracking report of all project assets in real-time • Annual maintenance requirements, timelines, and schedules • Detailed Approach of O&M teams with client's PMO team • Detailed plan for monitoring of SLAs and performance of the overall system • SLA Conformance & Compliance Report • Fortnightly Progress Report • Monthly SLA Monitoring Report and Exception Report • Quarterly Security Report • Issues logging and resolution report • Cloud Consumption Report 	G + 5 Years
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5.2 Bill of Materials (BoM)

Sr No	Item	Nos (A)	Unit Rate (B) In INR	Total (C=A X B)
1	RFID Tags	3,00,000		
2	RFID Reader Hand Hold	380		
3	SWM Solution	As per scope of work		
4	Mobile Application	As per scope of work		
5	User Charge Collection System	As per scope of work		
6	Volume Sensors	250		
7	GIS Route Map of Patna Municipal Corporation Area	As per scope of work		

N.B.: The Bidders have to provide unit price as per indicative BoM, the BoM will be finalized at the time of agreement.

5.3 Terms of Payment of Contract Price

- For the purpose of payment, the total quote submitted by bidder will be considered in two parts i.e 80% of total bid price will be considered as Capex and rest 20% as Opex cost.
- The total payment shall be paid in two part (i) Capex (80% of total bid value) (ii) Opex (20% of total bid value). The payments will be made as per the given payment schedule:
 - Ten (10) percent of the Capex Price on delivery of all equipment's. Payment will be released after receipt of invoice in triplicate with all the requisite documents. PSCL shall



- make inspection in this regard within 15 days from receipt of invoice and payment will be released soon after the inspection completed by PSCL.
- Sixty (60) percent of the Capex Price on completion of testing and commissioning of the system and Equipment's to the complete satisfaction of the owner and after successful trial run. The payment will be released after the successful trial run.
 - Rest Thirty (30) percent of the Capex Price on successful completion of defect liability period of one (1) Year.
- c) Opex portion of the contract price shall be paid over 5 years' time in equal installments (20% year) towards Comprehensive maintenance (which shall include regular Operation and Maintenance and satisfactory operation of the facility).
- d) The bidder will have to raise the invoice after end of every quarter along with the monthly report and submit it to PSCL.
- e) The payment will be made promptly once the invoice is submitted to the PSCL.
- f) If successful bidder requests for Mobilization advance, following conditions shall be applicable –
- a. Mobilization advance can be maximum of 10% of capex value
 - b. Mobilization advance shall be released only after receipt of Bank Guarantee of 110% of the requested amount and shall be adjusted from first invoice.
 - g) Deduction of applicable taxes will be made as per the existing applicable tax provisions.

5.4 Special Terms & Conditions:

1. In the part relating to Technical Bid, the OEM/Bidder must provide the followings: -
 - a. Details of the technical features of the offered equipment and solution vis-à-vis specification complying to tender.
 - b. Case specific Authorization certificate to sell the quoted item in Government Department, from the OEM of quoted Items brand specific to this tender, as per the format provided.

Note*:- Any document other than case specific authorization will not be accepted & their bid will Summarily be rejected.

2. The bidders are required to enclose copy of GST number.
3. The Bidder should have a registered office in India as on date of bidding. In case, Bidder does not have his registered office as on date of tender submission, then Bidder can submit an undertaking that within 15 days of award of order, they will establish a project office in Bihar, failing which their EMD will be forfeited.
4. The quoted brand / OEM should have Service Facilities in Bihar and details in this regard shall be made available by bidder to PSCL.



5. The quoted brand / OEM (in case of non-Indian) should have been into business operation in India, through their sales and service offices in India, for minimum five years as on date of bidding.
6. Bidder to enclose Technical Literature along with tender.
7. The Technical compliance of specifications should be under signature of respective OEMs and the developer, where ever relevant.
8. Rates: Rates quoted should be on F.O.R. Patna. In INR and Quoted rates must be valid till bid validity. All aspects of safe delivery shall be the exclusive responsibility of the Bidder.
9. Bidder shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the Bidder under this Agreement. Bidder shall underwrite all the risk related to its personnel deputed under this Agreement as well as all hardware components, tools and any other belongings of the Bidder or their personnel during the entire period of their engagement in connection with this Agreement and take all essential steps to reduce and mitigate the risk. PSCL will have no liability on this account.
10. The bidder has to submit MAF i.e. manufacturer authorization form as given in Annexure with this RFP.
11. Bidder must quote for all items in each schedule. The L1 shall be evaluated on the total cost basis. No partial compliance of any terms, specification, etc. permitted. Partial compliance and deviation of any terms and or condition will automatically lead to rejection.

12. Service Level Agreement (SLA)

A. SLA Objectives

Agency shall provide services as per SLA matrix, which defines maximum response as well as rectification times for all kinds of infrastructure/equipment covered under the contract.

Selected Agency is required to provide minimum 99.00% overall uptime for components/services, measured quarterly.

B. SLA Matrix

The Selected Agency shall provide Operation & Maintenance Contract support services as per SLA matrix given below, subject to force majeure:

S. N.	Service category	Parameter	Expected Service Level
1.	Project implementation	Implementation completion- final acceptance testing	Completion of project with in time limit.
2.	Operation & Maintenance	O &M work shall be performed on daily	100%



		basis	
3	Defect Liability	<p>A defects liability period is a set period of time after a successful commissioning. Project has been completed during which a contractor has the right to return to the site to remedy defects. A typical defects liability period lasts for 12 months</p> <ul style="list-style-type: none"> Permissible down time is 2 Hrs. 	99%

C. SLA Requirements

Selected Agency should ensure availability of the systems as per SLA matrix. This will exclude scheduled preventive maintenance. Availability shall be calculated on weekly basis. Availability will be based on the report of system logs, equipment logs, downtime and rectification reporting etc. In case the availability for each of the system under Warranty/Annual Maintenance Contract is less than the agreement, the non- performance deduction (i.e. penalty) from scheduled payments for the system under Warranty/ Annual Maintenance Contract shall be as per the following table:

S. N.	Parameter	Penalty
1.	1% or below faulty services / reports	No penalty
2.	>1% to 5% faulty services / reports	1% penalty total O & M Payable
3.	6% to 10% faulty services / reports	2% penalty on O & M Payable
4.	> 10%	100% penalty on O & M Payable

*Note: - 1% =2 Hrs. Per week.

However, if the delay is caused due to reasons outside the control of the Selected Agency, or due to force majeure then the Managing Director, PSCL, reserves the right to waive off the penalties.

D. Breach of SLA

In case the Successful agency does not meet the service levels mentioned in this RFP, for three (3) continuous time- periods, PSCL will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case: -

- (i) MD,PSCL issues a show cause notice to the Successful Integrator.
- (ii) Successful bidder should reply to the notice within three working days.
- (iii) If authorities are not satisfied with the reply, authorities will initiate stricter penalty for the remaining period of the contract as per their discretion from due payment if any or from Performance bank Guarantee(PBG).

5.5 Force Majeure

The successful bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. Force Majeure shall not cover the price fluctuation of components.

For purposes of this Clause, Force Majeure means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful bidder. Such events may include, but not be limited to, acts of PSCL in



its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

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

5.6 Indemnity

The successful bidder shall indemnify, defend and hold harmless the contracting authority, and their End Users, and their respective officers, directors, employees, subsidiaries, affiliates and successors and permitted assigns, from and against any and all losses, liabilities, damages, costs or expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties, arising from or relating to third party claims, demands or actions (collectively, "Claims") arising from or relating to: (a) any breach by the successful bidder or its agents, employees or subcontractors of any of the warranties if any, pertaining to the Software and Documentation that are passed through to End Users; (b) any injury to any person, including death, illness or bodily injury, or damage to real or tangible personal property, resulting from (i) the Documentation or any other Deliverables furnished by the successful bidder or (ii) any act or omission of successful bidder or its agents, employees or subcontractors; and (c) without limiting paragraph (a) above, any alleged or actual infringement, violation or misappropriation of any Intellectual Property Rights of any third party by successful bidder or its agents, employees or subcontractors or any Documentation or other Deliverables furnished by successful bidder to the contracting authority.

While providing services as per Scope of Work, the successful bidder shall ensure that there is no infringement of any patent or design rights or violate any intellectual property or other right of any person or entity and shall comply with all applicable Laws, Statute, regulations and Governmental requirements and he/she shall be solely and fully responsible for consequence / any actions due to any such infringement.

In instances of change in ownership/control of a company during the project period, it shall be the responsibility of the bidder to ensure that new management continues to deliver the terms of the contract. And in cases where there is such a change during the bidding process, the Department/Contracting authority reserves the right to reject the bid.

5.7 Insurance

- (i) It is suggested that the goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery up to user site.
- (ii) The insurance should be for replacement value from "Warehouse to warehouse (final destination)" on "All Risks" valid up to delivery, installation and commissioning.
- (iii) Transport of the goods to the project site(s) shall be arranged by the agency at his cost.
- (iv) personal injury or death.
- (v) loss of or damage of property.

5.8 Right to Vary Quantities

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased as per departmental requirement. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.



- b) If the PSCL does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c) Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

5.9 Termination

The Authority may terminate the Contract if the other party causes a fundamental breach of the Contract. Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) Termination of Contract by the PSCL due to non- performance during the execution of Project by giving prior notice 30 days in advance due to:
 - Performance is below expected level.
 - Non adherence to the timelines of the Project.
 - Quality of work is not satisfactory.
- (b) The Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) The Authority gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (d) The Contractor does not maintain a security which is required;
- (e) The Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages reaches 10% as defined earlier in liquidated damages; and
- (f) If the Contractor, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

When either party to the Contract gives notice of a breach of contract for a cause other than those listed in above clauses, the Authority shall decide whether the breach is fundamental or not.

Notwithstanding the above, the Authority may terminate the Contract for convenience.

If the Contract is terminated the Contractor shall stop work immediately, and handover the solution to PSCL, as soon as reasonably possible.



5.10 Payment upon Termination

1. If the-Contract is terminated because of a fundamental breach of Contract by the Contractor, the Authority shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Authority exceeds any payment due to the Contractor, the difference shall be a debt payable to the Authority.
2. If the Contract is terminated at the Authority's convenience, the Authority shall issue a certificate for the value of the work done, less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law. No extra cost will be paid by the Authority for expenditure towards removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works and the Contractor's costs of protecting and securing the Works.



ANNEXURES

Annexure 1 – Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in MS excel format in the following format to be emailed at clearly specifying in the subject column- **“Request for Proposal for “Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System in Patna Municipal Area” under Smart City Mission.**

SL #	RFP Section and sub- section	Page no.	Clause/ Content in the RFP	Clarification sought/ Change Request (highlight the portion with red color which is intended to be changed.)

Annexure 2 – Formats for Submission of the Pre-Qualification Bid

A. Pre-qualification bid checklist

SI#	Checklist Items	Compliance (Yes or No)	Page No. and Section No. in bid
1.	RFP Document fees		
2.	Earnest Money Deposit		
3.	Pre-Qualification Covering letter		
4.	Technical specification and Data sheets of Major Components.		
5.	<ul style="list-style-type: none"> Copy of Certification of Incorporation/Registration Certificate PAN card GST registration 		



Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System



6.	Audited financial statements for the last three financial years AND Certificate from the Statutory Auditor/ CA		
7.	Declaration of non-blacklisting		
8.	Power of attorney		
9.	Project Citations and Self-certifications, as Applicable		
10.	Category of Bidder/Type of Organization Manufacturer/ System Integrator under the Companies Act, 1956 or 2013 A copy of certificate of incorporation shall be furnished along with the bid in support of above.		
11.	Makes of components offered for the system:		a., b., c., d. etc. (Test Certificates shall be attached)
12.	Valid certification		
13.	And all other documents and compliances as per this tender document		



B. Pre-Qualification Bid Covering Letter

Date: dd / mm / yyyy

To,

MD, PSCL,

Patna,
Bihar, India

Subject: Request for Proposal for “Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System in Patna Municipal Area” under Smart City Mission

Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

With reference to your “Request for Proposal for Selection of Agency for **Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System in Patna Municipal Area” under Smart City Mission**”, we hereby submit our Prequalification bid, Technical Bid and Financial Bid for the same.

We hereby declare that:

- a) We hereby acknowledge and unconditionally accept that the PSCL can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- b) We have submitted EMD of INR [] lakhs and Tender fee of INR [] in the <<Account details>>.
- c) We hereby declare that all information and details furnished by us in the Bid are true and correct to the best of our knowledge, and all documents accompanying such application are true copies of their respective originals.
- d) We agree to abide by our offer for a period of 180 days from the date of Submission of bid prescribed by PSCL and that we shall remain bound by a communication of acceptance within that time.
- e) We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f) In the event of acceptance of our bid, we do hereby undertake:
 - i. To supply the products and commence services as stipulated in the RFP document
 - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
 - iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support and discounts etc.
- g) ~~We do hereby undertake, that, until a formal contract is prepared and executed, this bid,~~



together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

- h) We understand that the PSCL may cancel the bidding process at any time and that PSCL is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i) We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact _____, email _____, contact no. _____

Thanking you,

Yours sincerely,

(Signature of the bidder)

(Printed Name)

Designation

Seal Date: Place:

Business Address:



C. Company profile

Brief company profile

S No.	Particulars	Description
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3.	Main business of the Bidder	
4.	Registered office address	
5.	Incorporation date and number	
6.	GST No	
7.	VAT number	N.A
8.	PAN details	
9.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
10.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
11.	EMD details	

Valid Certificate of Incorporation

Financial Turnover of last 3 years

The financial turnover of the company has to be provided as per the following table:

Annual Turnover details (certified)			
S No.	FY- 2015- 2016	FY- 2016- 2017	FY- 2017- 2018

Copy of audited financial statements or declaration from the appointed statutory auditor to be provided as proof of the financial turnover



D. Declaration of Non-Blacklisting (*To be provided on the Company letter head*) Declaration for Bidder:

To,

MD, PSCL,
Patna Smart City Ltd,
Bihar, India
Place

Date

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Request for Proposal for Selection of Agency for **“Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System in Patna Municipal Area”** under Smart City Mission

Ref: RFP No. <<.....>> **dated** <<>>

Dear Sir,

We confirm that our company or firm, _____, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Bidder)

Printed Name

Designation

Seal Date: Place:

Business Address:



E. Declaration for WARRANTY:

(To be provided on the Company letter head)

{Place}

{Date}

To,

MD, PSCL,
Patna Smart City Ltd,
Patna, Bihar, India

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for Request for Proposal for Selection of Agency for **“Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System in Patna Municipal Area” under Smart City Mission.**

Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

I/We certify that the warranty shall be given for a period of four year starting from the date of Satisfactory installation, commissioning and handing over of the equipment conducted under the Work Order. During the warranty period, I shall provide the “after sale service” and the Replacement of defective / or any part(s) of the equipment or rectification of defects of work of the Equipment will be free of cost.

The replacement of the parts shall be arranged by us, at our own cost and responsibility. We Undertake that the above warranty shall begin only from the date of installation for satisfactory and faultless functioning of the equipment for four year continuously at Patna location.

Uptime Guarantee: During the warranty period, we will be responsible to maintain the Equipment including all the accessories in satisfactory faultless working conditions. All complaints will be attended by us within 2 hours from the receipt of the complaint and the system would be made Operational as soon as possible. We shall try to repair the equipment at site premises. However, in case it is not possible to repair the equipment at site premises, we will take out the equipment to our site on our own expenses. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repair still the equipment is rehabilitated to the site after repair. If any loss of equipment occurred during our custody, we will replace with a new one totally on our cost.

(Signature of the Bidder)

Printed Name

Designation

Seal Date:

Place: Business Address:



.F. Manufacturers Authorization Form

To
MANAGING DIRECTOR
Patna Smart City Limited
2nd Floor, Maurya Lok, Patna, Bihar.

We (Name of the Manufacturer), who are official manufacturers of (Names of Items), having factories at (Name of Country), do hereby authorize M/s (Name of Address of Firm) to submit a bid & supply Products against your tender enquiries for the Goods, manufactured by us.

This is to certify that item no Having serial no's are brand new. The manufacturing year is and month of import is” It is hereby also certified that the said item with said serial no's are warranted / guaranteed by us for Years.

We give undertaking that this bid complies with specification in totality. We understand that any technical deviation, ever discovered, may be treated as criminal breach and will attract punitive action against us.

We hereby extend our full onsite guarantee / warranty for Four Years in accordance with the terms & conditions mentioned in the RFP either by ourselves /or through the service center, with respect to the Goods offered in this Bid, for which we shall maintain sufficient replacement/spares/equipment in Bihar.

We shall follow the time lines as per tender terms.

This document of authorization is signed by an authority having appropriate legal authority.

Name :

Place :

Date :

Designation :

Signature :



G. Self-certificate for Project execution experience (In Bidding Entity's Letter Head)

This is to certify that < Name of the Bidding entity > has been awarded with < Name of the Project > as detailed under:

Name of the Project	
Client's Name, Contact no. and Complete Address	
Contract Value for the bidder (in INR)	
Current status of the project (Completed/Ongoing)	
Activities completed by bidding entity as on bid submission date (N.B Only relevant activities as sought in the Criteria to be included)	
Value of Work completed for which payment has been received from the client.	
Date of Start	
Date of Completion	

(Authorized Signatory) Signature:

Name: Designation:

Bidding entity's name Address:

Seal and Date:



Annexure 3 – Formats for Submission of the Technical Bid

Technical Bid Check-List

SI #	Checklist Item	Compliance (Yes/No)	Page No. and Section No. in the Bid
1	Technical Bid Letter		
2	Credential summary		
3	Project Citations and Self-certifications, as applicable		
4	Detailed proposed solution		
5	Details of offered items with Technical Datasheet		
6	Manufacturers'/Producers' Authorization Form		



Technical Bid Covering Letter

Date: dd/mm/yyyy

To,
MD,
Patna Smart City Limited,
Patna,
Bihar, India

Subject: Request for Proposal for Request for Proposal for Selection of Agency for “**Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System in Patna Municipal Area**” under Smart City Mission

Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

I <<name of the undersigned Bidder>>, having read and examined in detail all the bidding documents in respect of “Request for Proposal for Request for Proposal for “**Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System in Patna Municipal Area**” under Smart City Mission” do hereby propose to provide our services as specified in the bid submitted by us.

It is hereby confirmed that we are entitled to act on behalf of our company / corporation / firm / organization and empowered to sign this document as well as such other documents, which may be required in this connection. We declare that all the services shall be performed strictly in accordance with the RFP documents.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to PSCL, Government of Bihar is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle. We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed in the Annexure of the RFP .

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive. This bid is valid for 180 days after opening of technical bid. We shall extend the validity of the bid if required by PSCL.

Thanking you,
yours
sincerely,
(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Place
Business Address:



I. Credential Summary

Sl #	Project Name	Client Name	Client Type	Project Value (in INR)	Project Details	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1							
2							
3							
4							
5							
6							
7							

- Client type – Indicate whether the client is Government or PSU or Private
- Project Details – Indicate the major project components like hardwares or equipment's.
- Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order and completion certificate.
- Project Status – Completed (date of project completion) or Ongoing (project start date)



J. Overview of Proposed Solution

Approach & methodology

Bidders are required to provide a detailed approach & methodology to execute the entire project. Bidders are advised to comply with the below provided headers/Approach components while detailing out their solution.

Project Plan

A **Detailed Project Plan** covering break-up of each phase into the key activities, along with the start and end dates must be provided as per format given below.

Activity-wise Timelines											
Sl. No.	Item of Activity	Month wise Program									
		1	2	3	4	5	6	7	8	9	10
1	Project Plan										
1.1											
1.2											

A. Compliance to Requirement (Technical / Functional Specifications)

The bidder should provide compliance to the requirement specifications (both technical and functional) specified in this RFP in form of self-certification.

B. Technical Datasheet

The Bidder should provide the Technical Datasheet of each Component along with certification if available. Bidders are required to mention the details of the make/brand and model against each line item, wherever applicable. The bid can be considered non-responsive in the absence of such details. Once the bidder provides this information in the submitted bid, the bidder cannot change it with any other component / equipment etc. of lower specifications / performance.



Annexure 4 – Formats for Submission of the Financial Bid

Total Price Summary

We hereby submit our best offer for “Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System in Patna Municipal Area” under Smart City Mission.

Sl #	Head	Amount (in Rs.) (in figure)	Amount (in Rs.) (in words)
1.	“Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System in Patna Municipal Area” under Smart City Mission . (DLP of one years and O&M of Five Years (Inclusive of all taxes, levies, duties, etc. as applicable))		

Note: Price Quoted should not be more than 10% below of contract estimated value otherwise it would be summarily rejected.



Annexure 5 – Performance Bank Guarantee

Ref: _____

Date _____

Bank Guarantee No. _____

<Name>

<Designation>

<Address> <Phone
Nos.> <Fax Nos.>
<Email id>

Whereas, <<name of the supplier and address>> (hereinafter called “Contractor”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation for <<Name of the assignment>> to Patna Smart City Limited (hereinafter called “the PSCL”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the System Integrator shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>) notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to <Insert Expiry Date>)



III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date _____

Place _____

Signature _____

Witness _____

Printed name _____

(Bank's common seal)



Annexure 5 (a) – Bank Guarantee for Earnest Money Deposit

To,

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<Email id>

Whereas <<Name of the bidder>> (hereinafter called Contractor) has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<PSCL>> .

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the << Patna Smart City Limited >> (hereinafter called "the PSCL") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said PSCL, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the PSCL during the period of validity of bid
 - (a) Withdraws his participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the PSCL up to the above amount upon receipt of its first written demand, without the PSCL having to substantiate its demand, provided that in its demand the PSCL will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOT WITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees

<<Amount in words>> only)

II. This Bank Guarantee shall be valid up to <<insert date>>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the



guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:



Annexure 6 - Format for Power of Attorney to Authorize Signatory & Draft Agreement

A. POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s. _____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or 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 our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with _____ (Client) and thereafter till the expiry of the Project Agreement.

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.

Dated this the _____ day of _____ 2019
(Signature and Name of authorized
Signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Notes:

- a. To be executed by all the members individually.*
- b. 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.*



B. Form of Contract Agreement (Draft)

This contract agreement is made on the [insert: number] day of [insert: month], [insert: year].

Between

[insert: Name of Client], (hereinafter called “the Client”), and

[insert: name of the bidder], (hereinafter called “the bidder”).

Whereas the Client desires for **“Selection of System Integrator for Design, Development, Implementation and Operation & Maintenance of Integrated Solid Waste Management System in Patna Municipal Area” under Smart City Mission** and submit all deliverables and have agreed to such engagement upon and subject to the terms and conditions appearing below in this Contract Agreement.

NOW IT IS HEREBY AGREED as follows:

Article 1 - Contract Documents

Contract Documents

The following documents shall constitute the Contract between PSCL and the Agency, and each shall be read and construed as an integral part of the Contract:

This Contract Agreement and the Appendices attached to the Contract Agreement.

1. Notification of Award
2. The Bid and Price Schedules submitted by the bidder
3. Special Conditions of Contract
4. General Conditions of Contract
5. Pre-bid conference minutes.
6. Bid document with modification if any
7. *Any other documents*

Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

Definitions (Reference GCC)

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2 - Contract Price and Terms of Payment

2.1 *Contract Price*

The Client hereby agrees to pay to the bidder as amount of Rs. XXXX /- for the items mentioned in the Financial Form. The Contract Price in consideration of the performance by the bidder of its obligations under the Contract.



Article 3 - Effective Date for Determining Time for Operational Acceptance

Effective Date: The time allowed for execution, delivering deliverables and Acceptance of the same should be determined from the date when all of the following conditions have been fulfilled:

This Contract Agreement has been duly executed for and on behalf of the Client and the bidder;

The bidder has submitted to the Client the Implementation cum performance security.

Article 4 – Jurisdiction

Any legal proceedings arising out of the agreement shall be subject to the appropriate court in Patna.

Article 5 – Appendixes

The Appendixes listed in the attached List of Appendixes shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendixes attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

IN WITNESS WHERE OF User and the Selected Firm has caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

For and on behalf of the Client (Purchaser) Signed: _____

in the capacity of [*insert: title or other appropriate designation*]

in the presence of _____

For and on behalf of the Bidder Signed: _____

in the capacity of [*insert: title or other appropriate designation*]

in the presence of _____

Place: Signature with seal

Date :