



REQUEST FOR PROPOSAL  
**Selection of Event Management Agency for Providing Video  
Contents and Promoting Mega Screen Project at Gandhi  
Maidan**

**PATNA SMART CITY**

5<sup>th</sup> Floor Biscomaun Tower, Patna 800 001

**DISCLAIMER**

Though adequate care has been taken while preparing the RFP document, the bidders/applicants shall satisfy themselves that the document is complete in all respects.

PSCL reserves the right to modify, amend or supplement this RFP document including all formats and Annexure by posting it on the website [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in).

The information provided in this RFP is not intended to be an exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion expressed herein.

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.

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

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**ACRONYMS & ABBREVIATIONS**

ABD	Area-Based Development
Gol	Government of India
PCP	Pan City Proposal
PMC	Project Management Consultant
PMC	Patna Municipal Corporation
PSCL	Patna Smart City Limited
SAR	Situation Analysis Report
SBM	Swachh Bharat Mission
SCM	Smart City Mission
SCP	Smart City Proposal
SOP	Standard Operating Procedure
SPV	Special Purpose Vehicle
EMD	Earnest Money Deposit
NIT	Notice Inviting Tender
RFP	Request For Proposal
PBG	Performance Bank Guarantee
PDD	Proposal Due Date

**NOTICE INVITING TENDER**  
**(SHORT NOTICE)**  
**NIT No. - 01/MD/PSCL/2021-22**

Patna Smart City Limited invites online bids from eligible firms/agencies/contractors for “**Selection of Event Management Agency for Providing Video Contents and Promoting Mega Screen at Gandhi Maidan, Patna**” under Smart City Mission (SCM) in Patna” as per following timelines: -

Sl. No.	Activity	Timeline
1.	Online <b>Sale/Download</b> period of Tender documents	From 12.04.2021 to 28.04.2021 (15.00 Hrs.) <a href="https://eproc.bihar.gov.in/">https://eproc.bihar.gov.in/</a>
2.	Last date and time for submission of bids online	Till 16.00 Hrs. on 28.04.2021
3.	Date & time of <b>pre-bid meeting</b> at PSCL office on 5 <sup>th</sup> Floor, Biscomaun Tower, Patna 800001	At 16.00 Hrs. on 16.04.2021
4.	Last date and time for submission of original EMD & DD (RFP fee)	Till 16.00 Hrs. on 29.04.2021
5.	Date and time of opening of Technical bid	At 16.30 Hrs. on 29.04.2021
6.	Date and time of opening of Financial bid	To be intimated after technical evaluation of bids.
7.	Bid Validity period	120 days
8.	Cost of Bid Document	Rs. 10,000/- (Rupees Ten Thousand) only (Non-Refundable) in the form of Demand Draft in favour of Managing Director, Patna Smart City Ltd, payable at Patna.
9.	e-proc Bid Processing Fee	Payable to BELTRON as per e-proc norms <a href="https://eproc.bihar.gov.in/">https://eproc.bihar.gov.in/</a>
10.	Earnest Money Deposit (EMD)	Rs 1,00,000/- (Rupees One Lakh) only (Refundable) in the form of unconditional Bank Guarantee, DD of Scheduled Bank; Post Office Term Deposit/ FD/NSC to be pledged in favour of Managing Director, Patna Smart City Ltd, payable at Patna.

SD/-

Managing Director

Patna Smart City Limited (PSCL)

## 1. Instructions for Online Bid Submission

1. PSCL intends to undertake a competitive bidding process in order to select an Event Management Agency for Providing Video Contents and Promoting Mega Screen at Gandhi Maidan, Patna
2. The RFP document containing project profile, qualification and criteria for evaluation etc. may be obtained from website: [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in)
3. For any support related to e-tendering process, bidders 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”.
4. For accessing the website: [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) the bidders should get themselves registered with BELTRON and obtain ID, Password and digital signature required for e-tendering.
5. PSCL will not be responsible, for any delay in submission of bids, whatsoever.
6. 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 no claim arising out this shall be entertained.
7. The detailed bidding process and the scope of work for the project is available in RFP document.
8. Any query may be send online to be discussed and clarified in the pre-bid meeting.
9. In the unlikely event of the server for [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) being down for more than two consecutive hours (in the period from midnight to closing time for receipt of tenders) on the last date of receiving of bid, the last date of the same shall be extended by concerned authority to the next working day till the receiving time stipulated in the original NIT.
10. 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. The bidders are supposed to check for themselves that uploaded document is of prescribed size.
11. Before submission. The bidders should satisfy themselves of download ability/ visibility of the scanned & uploaded file by them.
12. 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.
13. In exceptional circumstances, the competent authority, PSCL may solicit the Bidder’s consent to an extension of the period of validity.
14. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.

15. 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](http://www.eproc.bihar.gov.in)) at the respective stage only.
16. 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/her, 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 in hard copy also. The Technical and Financial bid should be submitted online only. The Financial bid submitted in hard copy shall be treated as non-responsive and eligible for rejection. Scanned copy of the instrument submitted in hard copy (Tender Fee/ EMD) needs to 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 query regarding Tendering process, the bidders may contact at address as provided in the tender document.

## 2. INVITATION FOR BIDS (RFP)

### Introduction

Under ‘**Operation Jan-Kshetra**’ public spaces are created by Patna Smart City to improve the liveability quotient and quality of life and Mega Screen Project at Gandhi Maidan is one of them. Operation and maintenance of Mega screen with proper sound system, is in the scope of M/s Graphic Trades Pvt. Ltd. which has already installed the same at Gandhi Maidan. This Agency will further be responsible for safe custody of materials consisting of 80-foot-wide and 40-foot-high balloon-type screen mounted on a vehicle, for viewing within an area of 100 to 150 meter and running the shows as per approval of PSCL and managing the entire venue during showtime.

The Authority now intends to **Selection of Event Management Agency for Providing Video Contents and Promoting Mega Screen Project at Gandhi Maidan** from the firms having undertaken similar assignment and having good experience in the related fields for promoting marketing, media management, communication, advertising, content finalization and related management of allied activities under “Mega Screen Project at Gandhi Maidan”.

The RFP includes following sections:

- Section 1- Instructions for Online Bid Submission
- Section 2- Invitation for Proposals
- Section 3- Instructions to Bidders
- Section 4- Condition of Eligibility
- Section 5- Special Condition of Contract (SCC)
- Section 6- Scope of Work
- Section 7- Technical Proposal- Standard forms
- Section 8- Financial Proposal- Standard forms
- Section 9- Criteria for Evaluation
- Section 10- Appendices

### 3. INSTRUCTIONS TO BIDDERS (ITB)

1. The Bidders are required to visit the site and apprise themselves about the project and assure themselves about the prevalent conditions, before bidding.
2. The video contents and promotion shall start within a week of the signing of contract.
3. The Bid shall be typed and signed by the Authorized signatory from the Bidder side.
4. The Bidder shall be responsible for all costs associated with the preparation of bids.
5. The PSCL reserves the right to summarily reject or withdraw/ cancel any or all the offer received from any agency, without any intimation to the bidder(s).
6. No illegal, disputed or banned material and or any other information shall be displayed on the mega screen.
7. The Applicant shall submit Technical proposal in the form at **Appendix-1** and the Financial Proposal in the form at **Appendix-2**.

### 4. ELIGIBILITY CRITERIA

#### 4.1 Technical

- a. The bidder must be a Proprietorship concern/Partnership Firm registered under Partnership Act 1932/ LLP registered under LLP Act 2008/Company or corporation registered under Indian Companies Act 2013/ or a society registered under Societies Act 1860, capable of delivering work outlined in scope, as mentioned in the RFP.



- b. A bidder cannot submit multiple bids.
- c. The Bidder debarred/blacklisted by any State/ Central Government department/ PSU in India, on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.
- d. Sub-contracting of project in whole or part is not allowed. Contract may be liable for termination, if, at any stage of project, it is found that bidder has subcontracted whole or part of the project.
- e. Joint Ventures and Consortiums are not allowed to bid.
- f. The Bidder must possess and submit along with technical bid the following documents valid as on date of submission of bids: -
- PAN card and GST registration in India.
  - Registration certificate under the relevant act such as Company's Act/ Societies registration act etc.
  - Address of registered office in India, operational for at least three years preceding proposed due date (PDD).
  - Income Tax Return & audited financial statements of accounts for THREE financial years 2017-18, 2018-19, 2019-20.

The Agency shall have successfully completed at least three similar assignments in last five years. Similar works means:

- Experience of IEC Strategic Media Planning and Brand Positioning
- Experience of Social Media Management
- Experience of Digital Media Management

in government/quasi government body/ public listed company.

Completion certificate issued by the Client must be enclosed as proof of completion of work.

## 4.2 Financial

The Average Turnover of the Agency should not be less than Rs. 50 lakhs per annum from similar activities for last 3 years. Bidders are required to submit the Annual Turnover certificates duly certified by the Chartered Accountant for last three years. (i.e. Financial Year: 2017-18, 2018-19 and 2019-20).

## 5. SPECIAL CONDITION OF CONTRACT (SCC)

### 5.1 CONFLICT OF INTEREST

The agency shall hold the PSCL's interest paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests.

## 5.2 VALIDITY OF PROPOSALS

The proposals shall remain valid for 180 days from the date of opening of Proposal as prescribed by PSCL.

## 5.3 FRAUD AND CORRUPT PRACTICES

It is required that bidders must observe the highest standard of ethics during the Selection Process.

If an agency is found by the Authority to have directly or indirectly or through an agent, indulged in any corrupt practice during the Selection Process, or after the issue of the LOA such Agency shall not be eligible to participate in any tender or RFP issued by the Authority for a period of 2 (two) years and as a result of this, the Bid Security or Performance Security shall be forfeited.

For the purposes of this provision, the terms set forth as follows:

- a. “corrupt practice” means 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
- 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 the Authority 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 Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

## 5.4 PERFORMANCE SECURITY

The Performance Security shall be for an amount of Rs.10,00,000.00(Rupees Ten Lakh). The Performance Security may be furnished in the form of an unconditional irrevocable bank guarantee, Account Payee Demand draft, Fixed Deposit Receipt from a commercial Bank and is to be valid for

the period of 60 days (sixty days) beyond the contract period of 3 years, and shall be submitted within 15(fifteen) days of the issue of letter of Award.

The performance security shall have the provision of enabling the employer to call in the security at a local (in this case Patna) branch of the issuing institution and the institution shall have a branch in Patna where the security could be called in.

The Performance Security shall be forfeited and shall be payable as compensation to the PSCL on happening of any of the events mentioned below:

- i. when the Successful bidder does not execute the agreement within the specified time after issue of letter of Award/ placement of work order; or
- ii. when the Successful bidder fails to commence the work within the time specified; or
- iii. when the Contractor/Successful bidder fails to complete the work satisfactorily within the time specified; or
- iv. when any terms and conditions of the contract is breached by the Successful bidder/Contractor; or
- v. fails to pay PSCL any amount due, either as agreed by the Successful bidder/Contractor or determined under any of the Sub-Clauses of these Conditions or another agreement, within 30 days of the serving notice to this effect by the Authority.

## 5.5 ACKNOWLEDGEMENT BY APPLICANT

It shall be deemed that by submitting the Proposal, the Applicant has:

- a. made a complete and careful examination of the RFP;
- b. received all relevant information requested from the Authority;
- c. acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred in RFP.
- d. satisfied itself about all matters, things and information, including matters referred to all the above given herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. acknowledged that it does not have a Conflict of Interest; and
- f. agreed to be bound by the undertaking provided by it under and in terms hereof.

The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

## 5.6 FORCE MAJEURE

Neither party shall be liable to the other for any loss or damage occasioned by or arising out of acts of GOD such as Unprecedented flood, Volcanic eruption, Earthquake or other convulsion of nature and other acts such as general/ partial strikes by a section of government employees/ invasion, the act of foreign countries/ hostilities or war like operations before or after declaration of war, rebellion/ military or usurped power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person.

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. However, the 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 Patna Municipal Corporation 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 Patna Smart City Limited in writing of such condition and the cause thereof. Unless otherwise directed by Patna Municipal Corporation 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.

## 5.7 SUSPENSION OF AGREEMENT

The Authority may, by written notice of suspension to the successful bidder, suspend all payments to the successful bidder here under if the successful bidder shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the successful bidder to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the successful bidder of such notice of suspension.

## 5.8 TERMINATION OF AGREEMENT

### 5.8.1 By the Authority

The Authority may terminate this Contract by not less than 30 (thirty) days' written notice of termination to the successful bidder, if:

- a. the successful bidder fails to remedy any breach hereof or any failure in the performance of

its obligations hereunder, as specified in a notice of

- b. pursuant to above mentioned in “Acknowledgment of applicant” within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- c. the successful bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- d. the successful bidder fails to comply with any final decision reached as a result of arbitration proceedings;
- e. the successful bidder submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the successful bidder knows to be false;
- f. any document, information, data or statement submitted by the successful bidder in its Proposals, based on which the successful bidder was considered eligible or successful, is found to be false, incorrect or misleading;
- g. as the result of Force Majeure, the successful bidder is unable to perform a material portion of the Services for a period of not less than 60 (sixty) days; or
- h. the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### **5.8.2 Cessation of Services**

Upon termination of this Agreement by notice of Authority hereof, the successful bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the successful bidder and equipment and materials furnished by the Authority, the successful bidder shall promptly hand over the same to authority.

### **5.9 PAYMENT UPON TERMINATION**

- (i) 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 for which the recovery shall be made from the PBG on forfeiture.

- (ii) 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.

## 5.10 SETTLEMENT OF DISPUTES

### 5.10.1 Amicable Settlement

The Parties shall use their best effort to settle amicably all disputes arising out of or in connection with this contract or interpretation thereof.

### 5.10.2 ARBITRATION

- a. In case of any dispute or difference whatsoever between the Agency and Department arising out of or in relation to this agreement, the dispute shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 and subsequent amendments therein, referred to the sole arbitrator. The arbitration shall be presided upon by a sole arbitrator to be appointed by PSCL.
- b. Arbitration proceedings shall be held in Patna and the language of the Arbitration proceedings and that of all documents and communications between the Parties shall be English.
- c. The decision of the Sole Arbitrator shall be final and binding upon both Parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the PSCL and the Agency. All Arbitration awards shall be in writing and shall state the reasons for the award.
- d. Notwithstanding any references to arbitration, the parties shall continue to perform their respective work / obligation under the Contract.
- e. All incidental expenditures incurred in relation thereto in preparation, presentation of documents related to the dispute in connection shall be independently borne by the respective parties. The Courts at Patna shall have the sole & exclusive jurisdiction to try all the cases arising out of this tender document.

### 5.11 PENALTY

- I. In case of default in performance on the part of the successful bidder, PSCL shall decide the penalty to be imposed for such default considering the quantum and other related factors which shall be imposed on the successful bidder.
- II. In case the agency fails to render the services as per the terms and conditions of the RFP and subsequent work order and if the services are not to the satisfaction of PSCL, the Authority shall be at liberty to take action in accordance to Clause 5.7 and 5.8 of SCC
- III. In case of copyright violations, penalty of Rs. 10,000/- per incidence will be charged which will in addition to penalty chargeable/attracted under copyright act.
- IV. Delay in schedule start of the show upto 30 minutes is tolerable/permitted. Any delay beyond that will attract penalty of Rs. 5000/- per slot of 15 minutes.
- V. If any obscene or any undesirable display of show will attract penalty of minimum Rs. 25,000/- to maximum of Rs. 1,00,000/- depending upon types of violation, to be decided upon the district administration whom the case may be referred for imposition of penalty.

### 5.12 INDEMNITY

The successful bidder/Agency 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 of contract by the successful bidder or its agents, employees of any of the warranties if any, pertaining to the Work 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 Work, Documentation or any other Deliverables furnished by the successful bidder or (ii) any act or omission of successful bidder or its agents, employees.
- (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 Work, 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.

### **5.13 RISK MANAGEMENT**

Bidder shall at his own expense adopt suitable Risk Management Methodology to mitigate all risks assumed under this RFP. The Bidder shall underwrite all the risk related to its personnel deputed under this project as well as equipment and components and any other belongings or their personnel during the entire period of their engagement in connection with this project and take all essential steps to reduce and mitigate the risk. Patna Smart City Limited (PSCL) will have no liability on this count.

### **5.14 PUBLICITY**

The Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Patna Smart City Limited (PSCL) gives the Bidder its written consent for the same.

### **5.15 DOCUMENTATION**

For smooth handing over/transfer of the project at the time of handing over, the bidder has to submit all the relevant documents, working status, and also ensure that the Mega screen and its components are fully functional.

### **5.16 DATA PRIVACY**

All created, designed, stored, processed, obtained, approvals, licensing/play rights, work plan, archived data/calculation sheet etc. will be the property of Patna Smart City Limited (PSCL). The data must not be used/transferred in any format without written permission /authorization from Patna Smart City Limited (PSCL).

### **5.17 SCOPE OF ACCEPTANCE TESTING**

To get Acceptance Certificate all the functionality, features and configuration relevant to this project shall need to be documented and demonstrated by the successful bidder. System should be demonstrated to run successfully, without any bug.



## 5.18 MANPOWER

The Agency shall provide experienced managerial, technical, supervisory, and non-technical personnel, security personnel to implement and execute the works properly, safely and efficiently on a continuous daily basis. While doing so due consideration shall be given to the labour laws in force.

The qualification and capability of Bidder's personnel shall be appropriate for the tasks they are assigned to perform. The staff provided shall be fully trained in the operation of the works before being given responsibility. If, in opinion of the Authority, a member of agency's staff is considered to be insufficiently skilled or otherwise inappropriate for the assigned task, and Authority informs the Agency in writing, the Agency shall replace him/her with a person of appropriate skills and experience for the task, approved by the Authority, within one week of being so informed. The Agency's Staff should be available at site and take instructions from the Authority/PSCL or other supervisory staff.

## 5.19 ASSIGNMENT, SUBLETTING AND OUTSOURCING

The whole work included in the Tender shall be executed by the successful bidder/ contractor and the bidder/contractor shall not directly or indirectly transfer, assign, sublet the contract or any part thereof or interest therein. In the event of doing so, it shall result in termination of contract and forfeiture of Security Deposit/PBG.

## 6. SCOPE OF WORK

The bidder/Agency will have to develop/ organise creative content required for the purpose of advertising and promoting Mega Screen shows at Gandhi Maidan. He will be further responsible for running the shows/ads during show with prior approval of PSCL.

- a. The Agency is required to get approved the concept of their idea in respect of ads.
- b. The contract period will be Two years from signing of agreement.
- c. The Agency is required to prepare and organize the contents and publicity materials in audio and video form, outdoor advertisements like hoardings, banners and standees etc.
- d. The Agency is responsible for acquiring licensing rights/copyrights/playwrights for content which are to be broadcasted at Mega screen.
- e. The Agency shall display Advertisement during stipulated time (usually 3 slots of 10 minutes each during show) per day for promotion with mutual consent of both parties.
- f. The agency will be responsible for the overall branding of Mega screen across all mediums.

- g. The Agency shall be responsible for planning and executing advertisements and marketing campaigns using mediums like hoardings, mobile vans/rickshaws, walking billboards, portable display, pop-up display stand, kiosks, neon signage, inflatable balloon, skywriting, physical surveys etc., in order to get Mega screen promoted.
- h. Information, Education and Communication (IEC): Conceptualize and develop Information, Education and Communication (IEC) materials for Radio, TV in different formats like spots/ jingles, cinema ads, short films/documentaries, training films, interactive shows, audio visual material in any other formats as per requirement.
- i. The Agency shall manage and facilitate the tracking and submission of online, print & electronic coverage of the show and any other related issues assigned by the authority.
- j. The Agency shall obtain approval from Government/Private for all campaign plans, strategies, and materials produced as required.
- k. The Agency shall be responsible for and provide security at the locations of Mega screen, and shall report/inform any incidents to Patna Police and PSCL without fail during showtime.
- l. Security arrangement is the most vulnerable and related to law and order of the city. The Agency shall propose the administration method and methodology to handle any eventuality arising out of some unwanted situations during the performance of the show an efficient and strong mechanism should be in place. The agency in co-ordination with local law enforcing authorities shall also explicitly explain the ways and means to take care of such untoward incidence.
- m. The Agency shall submit the S.O.P document for the Event Management that will include the Crowd management, Security arrangement, which is a bipartite matter between the Government of Bihar and the Agency through PSCL. This will include liaising with various departments/ Stake holders in arriving at solution duly approved by PSCL and Government of Bihar.
- n. The Agency shall be responsible for obtaining prior permission from local Police Thana (Gandhi Maidan Thana), District Administration, Sri Krishna Smarak Vikas Samiti for running of show at Mega screen and establishing proper coordination amongst parties.
- o. The Agency shall coordinate with the related stakeholders to find out the details of the particular event, its credibility, impact on the social platform and acceptability in the present national context. The Agency shall discuss with prospective advertisers to advise a real time revenue generation model in the perspective of running the show for long time.
- p. Selected Agency shall be fully liable for preparation of schedule for every event, operational calendar, facilitating the agency to run the show with adequate security arrangement, coordination with the different departments to get permission and approval of the district

administration to run shows; PSCL shall only facilitate as authority. Operation part of the show shall be taken care by the M/S Graphics Trades Pvt Ltd that has already been selected and approved by the authority. Administrative part shall be coordinated amongst the stakeholders by PSCL.

- q. Operation cost/any incidental charges including energy charges for running the show shall be borne by the Agency.
- r. The Agency shall make sure that the Mega screen is in perfect running condition at all times and any flaws are brought to the notice of the M/S Graphics Trades Pvt Ltd immediately and shall coordinate with them for the earliest resolution of the same. The responsibility of repair works, however, rests with the M/S Graphics Trades Pvt Ltd.
- s. All the amenities, facilities, technologies, cinema server, network, DTH, licenses and approvals for running the live telecast show (sports, cinema, documentary, function, social and cultural events etc.,) shall be borne by the Agency.

## 7. Technical Proposal

- i. Applicants shall submit the signed technical proposal online at [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) in the format provided as Annexure contained in Appendix-1 (the “Technical Proposal”) in original on or before the date and time mentioned in this RFP.
- ii. While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
  - a. The Bid Security of Rs 1,00,000/- is submitted as per the provisions laid down in this RFP.
  - b. All forms are submitted in the prescribed formats and signed by the prescribed signatories;
  - c. Power of attorney, if applicable, is executed as per Applicable Laws;
  - d. A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and work plan.
- iii. Failure to comply with the requirements spelt out in this shall make the Proposal liable to be rejected.
- iv. The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities

hereunder nor will it affect any rights of the Authority hereunder.

- v. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Agency, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

## 8. Financial Proposal

- i. The Financial Proposal shall be submitted online only in the format provided as Annexure contained in Appendix-2 (the “Financial Proposal”) clearly indicating the total percentage of share to PSCL by the Agency at Appendix 2 in both figures and word. In the event of any difference between figures and words, the share percentage indicated in words shall prevail.
- ii. **The Agency should open an ESCROW account in scheduled bank for this proposal and all transactions should be routed through the same account it for the display of advertisement.**
- iii. While submitting the Financial Proposal, the Applicant shall ensure that the Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal.
- iv. Fixed rental Rs. 20,000/- per month shall have to be paid by successful bidder in addition to the % share of revenue likely to be generated.

### Submission of Proposal

- i. **Hard Copy Submission:** The original copy of the bid document fee and EMD shall be submitted in physical form to the following address: The Managing Director, PSCL, Biscomaun Tower, 5<sup>th</sup> Floor, Gandhi Maidan, Patna – 800001. The EMD shall be in the format provided at **Annexure 3 of Appendix 2.**
- ii. The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialled by the person or persons or Authorised Signatory signing the Proposal.
- iii. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be

provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

- iv. The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Agency under the Agreement.

### **b. Proposal Due Date**

- i. Proposal should be submitted on or before the Proposal Due Date specified, at the PSCL office, manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- ii. The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with mentioned above uniformly for all Applicants.

### **c. Late Proposals**

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

### **d. Bid Security**

The Applicant shall furnish as part of its Proposal, a bid security of Rs. 1,00,000/- (Rupees One Lakh) only, (Refundable) payable in the form of Bank Guarantee (BG) in the name of Patna Smart City valid till bid validity. The copy of the proof of submission of bid security online to be submitted in technical proposal.

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

- a) **Beneficiary's Account Name : Patna Smart City Limited**  
b) **Beneficiary's Account No. : 73211100000023**  
c) **Beneficiary's Bank Name : Dakshin Bihar Gramin Bank**  
d) **Branch Name and Code : Kankarbagh, Patna, 7321**  
e) **IFSC Code : PUNB0MBGB06 ("0" is Zero at both places)**

- v. In the event that the first ranked Applicant commences the assignment as required the Authority shall return the Bid Security of all other applicant promptly. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and submitting the Performance Bank guarantee.
- vi. Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- vii. The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- viii. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre- estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If an Applicant engages in any of the Prohibited Practices;
- b) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- c) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments after its selection;
- d) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in this RFP; or
- e) If the Applicant is found to have a Conflict of Interest as specified in Clause given overleaf.

## 9. CRITERIA FOR EVALUATION

### Evaluation of Technical Proposals

In the first stage, the Technical Proposal will be evaluated on the basis of eligibility criteria, Applicant's experience, proposed methodology and Work Plan. Only those Applicants who are successful in this evaluation shall qualify for further consideration and financial opening.

The bidders shall submit the work completion certificate issued by Client against experience credentials with valid work orders/Agreement.

### Evaluation of Financial Proposals

All the applicant whose bids qualify the technical stage will be eligible for financial opening stage. The financial proposal will be opened at a predefined time on e-proc (<https://eproc.bihar.gov.in>) bidders who qualify technical round.

The bidders should clearly mention the PSCL's share percentage of total revenue generated as per scope of this RFP and should be in words and figures both inclusive of all taxes. The bids will be evaluated on the basis of highest share value quoted by the bidder.

## 10. FORMS & ANNEXURES

### Appendix -1

#### Annexure-1: Technical bid checklist

SI#	Checklist Items	Compliance (Yes or No)
1.	Technical Bid Covering Letter Ref: <b>Annexure 2</b>	
2.	Cost of Bid Documents/RFP Fee of Rs 10,000/- [Rupees Ten Thousand] only in form of unconditional Demand Draft (Non Refundable) in favour of Managing Director, Patna Smart City Ltd, payable at Patna.	
3.	Proof of online payment of e-proc bid processing cost as per e-proc ( <a href="https://eproc.bihar.gov.in">https://eproc.bihar.gov.in</a> ) norms (Non Refundable) to BELTRON	
4.	Certificate of Registration in proof that the bidder must be a Proprietorship concern/Partnership Firm registered under Partnership Act 1932/ LLP registered under LLP Act 2008/Company or corporation registered under Indian Companies Act 2013/ or a society registered under Societies Act 1860, capable of delivering work outlined in scope, as mentioned in the RFP	
5.	Brief Profile of the Company and Contact persons Ref: <b>Annexure 3</b>	
6.	<b>Overall approach methodology and work plan. Ref: Annexure 8</b>	
7.	<b>No Conflict of Interest Ref: Annexure 6</b>	
8.	Self-declaration that the bidder is a single business entity/ sole bidder and the bidding agency is not a consortium or Joint Venture.	
9.	Audited statement for last 3 financial years viz. 2017-18, 2018-19 & 2019-20 of the bidder from the work of video contents, advertisement and promotion. Ref: <b>Annexure 5</b>	
10.	Annual Turnover certificates duly certified by the Chartered Accountant clearly specifying that the Net Worth for the last 3 financial years 2017-18, 2018-19 & 2019-20 is from the work of video contents, advertisement and promotion	
11.	Certificate for Project Execution Experience with enclosures (most important being the certificate from client) i.e. True/ Photo Copy of Work Completion Certificate of similar works mentioned in RFP as a prime Agency/ Contractor in any Government Organisation with minimum value of 90% of estimated value of contract (experience and resources as a Sub-contractor's shall not be considered) Ref: <b>Annexure 7</b>	

SI#	Checklist Items	Compliance (Yes or No)
12.	Copy of valid GST registration certificate and PAN	
13.	Self-declaration from the bidder that as on date of submission of bid, the bidder is <b>not black-listed/debarred/terminated</b> by any Central/State Government Organization/Department/ PSU in India. Ref: <b>Annexure 4</b>	
14.	Self-declaration that the Bidder that he already have or shall undertake to set up an office in Patna during execution of the project, if awarded, for which the bid is being submitted.	
15.	Power of Attorney of authorized representative as per the format at given in this RFP. Ref: <b>Annexure 4 of Appendix 2</b>	
16.	Earnest Money Deposit of Rs 1,00,000/- (Rupees One Lakh) only (Refundable) in the form of unconditional Bank Guarantee, DD of Scheduled Bank; Post Office Term Deposit/ FD/NSC to be pledged in favour of Managing Director, Patna Smart City Ltd, payable at Patna. Also refer <b>Annexure 3 of Appendix 2</b>	
17.	Unconditional Performance Bank Guarantee. <b>Ref. Annexure 2 of Appendix 2</b>	
18.	Certificate Regarding restriction on procurement from a bidder which shares land border with India . <b>Ref: Annexure-9</b>	
19.	Any other document, as specified in the RFP document.	



**Annexure-2: Technical Bid Covering Letter (on Applicant’s Letter head)**

Date: dd/mm /yyyy

To,

The Managing Director,

Patna Smart City Limited,

Patna

Subject: Request for Proposal (RFP) for “**Selection of Event Management Agency for Providing Video Contents and Promoting Mega Screen Project at Gandhi Maidan**”.

Ref: RFP/NIT No. .... dated .....

Dear Sir,

With reference to your RFP for “**Selection of Event Management Agency for Providing Video Contents and Promoting Mega Screen Project at Gandhi Maidan under Smart City Mission (SCM) in Patna**” I/ We, <<name of the undersigned Bidder>>, having read and examined in detail all the bidding documents in respect of Request for Proposal, do hereby propose to provide our services as specified in the bid submitted by us and accordingly submit our Technical Bid.

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

I/we understand that our bid is binding on us and also that you are not bound to accept any Bid you receive. This bid is valid for 120 days after opening of technical bid. We shall extend the validity of the bid if required by PSCL. If the quoted item / material / product / brand / model becomes obsolete, we shall replace it with equivalent one.

I/ We hereby declare that all the information and statements made in this Technical Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification. We also confirm that we shall not attract conflict of interest in principle.

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 shortlisting of Agency for providing services.
- (b) We have **submitted the EMD** of INR [.....in word.....in number] lakhs and **Tender fee** of INR [.....in word.....in number].

- (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 Two Years 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 conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these conditions and declare that all the services shall be performed strictly in accordance with the RFP documents.
- (f) In the event of acceptance of our bid, we do hereby undertake:
- (i) To 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.
- (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) I/we hereby declare that in case the contract is awarded to us, we shall **submit the unconditional contract Performance bank guarantee** in the form prescribed at Annexure of the RFP.
- (j) I/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 fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading, 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:

### Annexure 3: Brief Profile of the Company and Contact persons

	Title of Firm:
	Title of Project: .....Project
	Firm /Agency
	<p>State the following:</p> <p>Name of Firm:</p> <p>Legal status (e.g. sole proprietorship or partnership):</p> <p>Country of incorporation:</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Name, designation, address and phone numbers of authorized signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company:</p> <p>Address:</p> <p>Phone No.:</p> <p>E-mail address:</p>

	<p>(i) Name of Firm:</p> <p>(ii) Legal Status and country of incorporation</p> <p>(iii) Registered address and principal place of business.</p>
	<p>For the Applicant, state the following information:</p> <p>(i) In case of non-Indian Firm, does the Firm have business presence in India?  <span style="float: right;">Yes/</span>            No If so, provide the office address (es) in India.</p> <p>(ii) Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last five years?  <span style="float: right;">Yes/No</span></p> <p>(iii) Has the Applicant failed to complete any work awarded to it by any public authority/ entity in last five years?  <span style="float: right;">Yes/No</span></p> <p>(iv) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years?  <span style="float: right;">Yes/No</span></p> <p>(v) Has the Applicant in case of a consortium, suffered bankruptcy/insolvency in the last five years?  <span style="float: right;">Yes/No</span></p> <p><b>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this consultancy assignment.</b></p>
	<p style="text-align: center;">(Signature, name and designation of the authorized signatory)</p>

#### **Annexure 4: Declaration of Non-Blacklisting/Debarment/Termination**

*(To be provided on the Company letter head)*

Ref.

Date:

To,

.....

.....

.....

Ref: RFP/NIT No. .... dated.....

Dear Sir,

**Subject:** Self Declaration of not been blacklisted; in response to the Request for Proposal for **Selection of Event Management Agency for Providing Video Contents and Promoting Mega Screen Project at Gandhi Maidan**

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

In case at any stage of bidding/ execution of work, if it is found that our company/ firm was blacklisted /debarred/terminated in any manner whatsoever mentioned above by any of the State/ UT/ Central Government department/PSU in India, the contract awarded to our company/ firm may be cancelled.

(Signature of the Bidder)

Printed Name

Designation

Seal Date:

Place:

Business Address:

**Annexure 5: Financial Turnover of last 3 years**

The Audited statement / financial turnover of the company has to be provided last 3 financial years viz. **2017-18, 2018-19 & 2019-20** as per the following table:

Sl. No.	Audited financial statement for last 3 financial years / Annual Turnover *		
	2017- 2018	2018- 2019	2019- 2020

**\*Note:** Also submit Certificate from the Chartered Accountant clearly specifying the annual turnover is from the work of video contents, advertisement and promotion.

**Annexure 6: No Conflict of Interest**

(To be provided on the Bidders Letter head)

**No Conflict of Interest**

It is hereby certified that we the Agency (name of the Agency) have no business professional, personal, or other interest-in the representation of our other clients that would conflict in any manner or degree with the performance of our obligations under this Agreement.

We have read the RFP and agree to accept all the terms and conditions contained in the RFP document.

(Signature of the Bidder)  
Printed Name  
Designation  
Seal Date:  
Place:  
Business Address:

## Annexure 7: Certificate for Project Execution Experience

(In Bidding Entity's/Company Letter Head)

This is to certify that < <<<<< *Name of the Bidding entity* ..... has been awarded with < <<<<<< *Name of the Project* as detailed hereunder:

<b>Name of the work / project</b>	
<b>Client's Name, Contact no. and Complete Address</b>	
<b>Contract/ Agreement Value of the work (in INR)</b>	
<b>Date of Start of work</b>	
<b>Date of Completion of work</b>	
<b>Current Status of the Project (Completed/Ongoing)</b>	
<b>Activities completed by the bidding entity on the date of bid submission</b> <i>(Note: Only relevant activities as sought in the qualification criteria to be included)</i>	
<b>Value of Work Completed for which payment has been received from the client.</b>	

**Note:** Separate copy for each project needs to be furnished attaching relevant supporting documents, including the work completion certificate issued by the client in order to ascertain the nature of work carried out.

(Authorized Signatory)

Signature:

Name:

Designation:

Bidding entity's name Address:

Seal and Date:

## **Annexure 8: Overall Approach, Concept and Methodology**

### DESCRIPTION OF METHODOLOGY, BRANDING STRATEGY, EVENT CALENDER, PROMOTION AND CONCEPT

A description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and work plan.

Strictly follow the page limit of 2 pages.



**Annexure 9: Certificate Regarding restriction on procurement from a bidder  
which shares land border with India**

(Letterhead of the Agency)

(Date)

To,

The Managing Director  
Patna Smart City Limited  
Patna

Dear Sir, \_\_\_\_\_

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; as mentioned in Public Procurement Division, Department of Expenditure, Ministry of Finance, Office Memorandum No. F.No.6/18/ 2019-PPD dated 23 July 2020 and certify that this bidder is not from such a country and is eligible to be considered.

Or

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; as mentioned in Public Procurement Division, Department of Expenditure, Ministry of Finance, Office Memorandum No. F.No.6/18/ 2019-PPD dated 23 July 2020 and certify that I am from such a country, however, I have been registered with the competent authority. I further certify that this bidder fulfils all requirements contained in the aforesaid OM and is eligible to be considered.

Yours faithfully,

(Signature, name and  
title of signatory  
authorized to sign on  
behalf of Employer)

*Note: Strike of whichever is not applicable*

## APPENDIX-2

### Annexure 1: FINANCIAL PROPOSAL FORMAT

S. No.	Item	Percentage * in figures	Percentage * in words
A	Share of revenue to PSCL against revenue generated by display of advertisement for Selection of <b>Event Management Agency for Providing Video Contents and Promoting Mega Screen Project at Gandhi Maidan</b>		

\*The bidder shall quote % share of total revenue generated, however, this shouldn't be less than 30% of total revenue generated. The bid with revenue share less than 30% shall be rejected. Notwithstanding, anything the monthly rental of Rs 20,000/- per month need to be paid by the successful bidder in all case.

## Annexure 2: Unconditional 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 “the supplier”) has undertaken, in pursuance of contract no. <Insert Contract No.>dated.<Date> to provide Implementation services 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:

- a. Our liability under this bank guarantee shall not exceed Rs. <Insert Value. (Rupees <Insert Value in Words only).
- b. This bank guarantee shall be valid up to (<Insert Expiry Date.)

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 3: Unconditional Bank Guarantee for Earnest Money Deposit

To,

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

Whereas <<Name of the bidder... (Hereinafter called 'the Agency') 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 present 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:

- (i) If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
- (ii) 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.

NOTWITHSTANDING 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 4: Format for Power of Attorney**

### **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 **Selection of Event Management Agency for Providing Video Contents and Promoting Mega Screen Project at Gandhi Maidan** 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\_\_2021 (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:

*Note:*

*To be executed by all the members individually.*

*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.*