



VERY SHORT NOTICE INVITING TENDER

NIT No. 10/MD/PSCL/2022-23

Patna Smart City Limited invites online bids for "EMPANELMENT OF AGENCY FOR ARTISTIC WALL PAINTING IN ABD AREA" under Smart City Mission (SCM) in Patna as per following timelines: -

Sl. No.	Activity	Timeline
1.	Online Sale/Download period of Tender Documents	From 22/08/2022 to 31/08/2022 (15.00 Hrs.) https://eproc.bihar.gov.in
2.	Date & time of pre-bid meeting at PSCL office on - 4th Floor ICC-Cum-PSCL Building, SSP Office Campus, North of Gandhi Maidan, Patna 800 001, INDIA	At 13.00 Hrs. on 26/08/2022
3.	Last date and time for submission of bids online	Till 15.00 Hrs. on 31/08/2022
4.	Last date and time for submission of original EMD & DD (RFP fee)	Till 16.00 Hrs. on 31/08/2022
5.	Date and time of opening of Technical Bid	At 16.30 Hrs. on 31/08/2022
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 https://eproc.bihar.gov.in/
11.	Earnest Money Deposit (EMD)	Rs 5,00,000/- (Rupees Five Lakhs) 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.

RFP document shall be available on website: www.eproc.bihar.gov.in

For Queries & clarifications, send e-mail to: patnasmartcity.psc@gmail.com


Managing Director
Patna Smart City Limited (PSCL)



Smart City Patna

“बेहतर हो पहचान अपना, विकसित राजधानी सुन्दर पटना”

**Request for Proposal
FOR
EMPANELMENT OF AGENCY
FOR ARTISTIC WALL PAINTING IN ABD AREA OF PATNA
UNDER PATNA SMART CITY MISSION**

NIT No: 10/MD/PSCL/2022-23 Dated 20/08/2022

PROJECT OFFICE:

PATNA SMART CITY LIMITED

4th Floor ICCC-Cum-PSCL Building,

SSP Office, North of Gandhi Maidan, Patna 800 001, INDIA

DISCLAIMER

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

This RFP is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to assist the formulation of their financial offers ("Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by PSCL in relation to this scope. This Tender document does not purport to contain all the information each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the Managing Director (MD), PSCL and their employees or advisors to consider the objectives, technical expertise and particular needs of each Bidder.

The assumptions, assessments, statements and information contained in the Bid documents, may not be complete, accurate, adequate or correct. Each Bidder must therefore conduct its own analysis of the information contained in this RFP or seek its own professional advice from appropriate sources.

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

The issue of this Tender document does not imply that PSCL is bound to select a Bidder or to appoint the Selected Bidder (as defined hereinafter), for implementation and PSCL reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by 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.

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Sl. No.	Activity	Timeline
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11.	Earnest Money Deposit (EMD)	Rs 5,00,000/- (Rupees Five Lakhs) 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.

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)

Table of Contents

1.	INSTRUCTIONS FOR ONLINE BID SUBMISSION	8
2.	INTRODUCTION	10
2.1	ABOUT PSCL.....	10
2.2	INTRODUCTION TO PATNA SMART CITY PROJECT	10
2.3	FACTSHEET.....	10
3.	INSTRUCTION TO BIDDERS.....	11
3.1	GENERAL.....	11
3.2	ELIGIBLE BIDDERS	11
3.2.1	Sole Bidder.....	11
3.2.2	Joint Venture (JV) is not allowed.....	11
3.3	COMPLIANT BIDS/COMPLETENESS OF RESPONSE	11
3.4	BIDDER TO INFORM.....	12
3.5	BID PREPARATION COSTS	12
3.6	PRE-BID MEETING & CLARIFICATION	12
3.6.1	Bidders Queries.....	12
3.6.2	Responses to Pre-Bid Queries and Issue of Corrigendum	12
3.7	RFP DOCUMENT FEE	13
3.8	EARNEST MONEY DEPOSIT (EMD).....	13
EMD shall be paid at the time of submission of bid through an 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 Patna13		
No exemption for submitting the EMD will be given to any agency/bidder.....		13
3.9	BID VALIDITY PERIOD	14
3.10	CONTENTS OF BID.....	14
3.11	BID FORMATS	15
3.11.1	Technical Qualification Bid Format	15
3.12	FINANCIAL BID FORMAT	16
3.13	LANGUAGE.....	16
3.14	AUTHENTICATION OF BIDS	16
3.15	AMENDMENT OF REQUEST FOR PROPOSAL	16
3.16	BID PRICE	17
3.17	DEVIATIONS AND EXCLUSIONS	17
3.18	TOTAL RESPONSIBILITY	17
3.19	LATE BIDS.....	18
3.20	RIGHT TO TERMINATE THE PROCESS	18
3.21	NON-CONFORMING BIDS.....	18
3.22	LIST OF TECHNICAL PERSONNEL FOR THE KEY POSITIONS	18
3.23	CONFIDENTIALITY	18
3.24	DISQUALIFICATION	19
3.25	FRAUD AND CORRUPT PRACTICES	19
3.26	CONFLICT OF INTEREST.....	20
3.27	SUB-CONTRACTING.....	20
3.28	RIGHT TO VARY QUANTITY	21
3.29	WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS.....	21
3.30	SITE VISIT	21
4.	SELECTION PROCESS FOR BIDDER.....	21
4.1	OPENING OF BIDS	21
4.2	PRELIMINARY EXAMINATION OF BIDS	22
4.3	CLARIFICATION ON BIDS	22
4.4	EVALUATION PROCESS.....	22
4.4.1	Stage 1: Technical Evaluation.....	22
4.4.2	Stage 2: Financial Evaluation.....	23
4.5	TECHNICAL QUALIFICATION CRITERIA	23
.....		25
5.	AWARD OF CONTRACT	25
5.1	NOTIFICATION OF AWARD	25
5.1	SIGNING OF CONTRACT	25
5.2	PERFORMANCE SECURITY	25
5.3	SECURITY DEPOSIT	26
5.4	TIMELINE	27
5.5	PAYMENT SCHEDULE	27

6.	SCOPE OF WORK	28
6.1	ABOUT PROJECT	28
6.2	THE CITYSCAPE.....	28
6.3	SELECT SUBJECT/ THEME/ NOTION PAINTINGS	28
6.4	SITE FOR 3-D PAINTINGS.....	28
6.5	3D PAINTING LOCATIONS	29
	FIGURE 1: FIELD OF VIEW OF A HUMAN EYE	30
6.6	SCULPTURE LOCATIONS/ SITES	30
	TABLE 2.....	31
7.	SPECIFICATIONS OF CIVIL WORKS FOR PAINTING.....	32
7.1	PREPARATION OF BASE FOR ART WORK (SCRAPPING & REPAIRING).....	32
7.2	PREPARATION OF BASE FOR ART WORK (SMOOTHENING).....	32
7.3	ART WORK GENERATION AND ART PAINTING	32
7.4	VARNISHING	32
8.	SPECIFICATION OF CIVIL WORKS.....	33
9.	CONDITIONS OF CONTRACT (CC)	34
9.1	DEFINITION OF TERMS	34
9.2	INTERPRETATION	35
9.3	CONDITIONS PRECEDENT	36
9.4	KEY PERFORMANCE MEASUREMENTS.....	36
9.5	COMMENCEMENT AND PROGRESS	37
9.6	STANDARDS OF PERFORMANCE.....	37
9.7	APPROVALS AND REQUIRED CONSENTS	38
9.8	CONTRACTOR'S OBLIGATIONS	38
9.9	ACCESS TO SITES.....	39
9.10	START OF INSTALLATION OR CONSTRUCTION WORK	39
9.11	REPORTING PROGRESS.....	40
9.12	PROJECT PLAN AND DRAWINGS	41
9.13	ADHERENCE TO SAFETY PROCEDURES, RULES REGULATIONS AND RESTRICTION	42
9.14	STATUTORY REQUIREMENTS.....	43
9.15	AUTHORITY'S OBLIGATIONS.....	43
9.16	PAYMENTS	43
9.17	TAXES	44
9.18	DEFECT LIABILITY PERIOD (DLP).....	45
9.19	TERM AND EXTENSION OF THE CONTRACT.....	46
9.20	CHANGE OF SCOPE	47
9.21	DISPUTE RESOLUTION	47
	9.23.8.1 Indian Council of Arbitration, New Delhi	48
9.22	TIME IS THE ESSENCE.....	48
9.23	CONFLICT OF INTEREST.....	48
9.24	PUBLICITY.....	48
9.25	FORCE MAJEURE	49
9.26	INSURANCE	50

9.27	LIQUIDATED DAMAGES	50
9.28	OWNERSHIP AND RETENTION OF DOCUMENTS	51
9.29	INFORMATION SECURITY	51
9.30	RECORDS OF CONTRACT DOCUMENTS	52
9.31	CONFIDENTIALITY	52
9.32	EVENTS OF DEFAULT BY CONTRACTOR	53
9.33	SUSPENSION.....	54
9.34	TERMINATION	54
9.35	PAYMENT UPON TERMINATION:.....	55
9.36	CONSEQUENCE OF TERMINATION	55
9.37	DAMAGES CLAUSE.....	56
9.38	INDEMNITY	56
9.39	RISK MANAGEMENT	57
9.40	MANPOWER.....	57
9.41	FORMS & ANNEXURES	59
	Appendix 1	59
	Annexure 1.1: Technical bid checklist.....	59
	Annexure 1.2: Technical Qualification Covering Letter (on Applicant's Letter head)	61
	Annexure 1.3: Brief Profile of the Company and Contact persons	63
	Annexure 1.4: Declaration of Non-Blacklisting/Debarment/Termination	65
	Annexure 1.5: Financial Turnover of last 3 years	66
	Annexure 1.6: No Conflict of Interest	67
	Annexure 1.7: Certificate for Project Execution Experience	68
	Annexure 1.8: Overall Approach, Concept and Methodology	69
	Annexure 1.9: No Deviation Certificate	70
	Annexure 1.10: Total Responsibility Certificate	71
	Annexure 1.11: Project Plan	72
	Annexure 1.12: Format for access to or availability of credit facilities	73
	Annexure 1.13: Format for Minimum Investment	74
	Appendix-2.....	75
	Annexure 2.1: Financial Proposal Format.....	75
	Annexure 2.2: Unconditional Performance Bank Guarantee	76
	Annexure 2.3: Unconditional Bank Guarantee for Earnest Money Deposit	78
	Annexure 2.4: Format for Power of Attorney to Authorize Signatory.....	80
	Annexure 2.6: Anti- Collusion Certificate.....	82

ACRONYMS & ABBREVIATIONS

ABD	Area-Based Development
Gol	Government of India
PCP	Pan City Proposal
PDMC	Project Development 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
JV	Joint Venture
NDA	Non-Disclosure Agreement
LD	Liquidated Damage

1. INSTRUCTIONS FOR ONLINE BID SUBMISSION

- (i) PSCL 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.
- (ii) 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 (Under Patna Smart City Ltd.)
- (iii) For 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"**.
- (iv) PSCL will not be responsible, in case of any delay, due to any reason whatsoever, in receipt of Bid Documents.
- (v) 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.
- (vi) For participating in e-tendering process, the contractor shall have to get them registered to get user ID, password and digital signature. This will enable them to access the website www.eproc.bihar.gov.in and download/participate in e-tender.
- (vii) 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.
- (viii) The detail of the bidding process and summary of the scope of painting works related to the project is included in the RFP document.
- (ix) Any clarification may be sought online through the tender site, through the contact details or during pre-bid meeting. Bidder should take into account the Corrigendum, if any, published before submitting the bids online.
- (x) In the unlikely event of the server for 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 only, to the next working day till the last receiving time stipulated in the original NIT.
- (xi) 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.

- (xii) 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**.
- (xiii) 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.
- (xiv) 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.
- (xv) The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/Authenticity.
- (xvi) Bidder should submit the EMD and Tender Fee (online and hard copy as well) and the Technical and Financial Bid in online only 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.
- (xvii) The bidder has to select the payment option as offline to pay the Tender FEE as applicable and enter details of the instruments.
- (xviii) 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.
- (xix) A bid processing fee (Non-Refundable) to be paid only through e-Payment modes i.e., Internet Payment Gateway (Master or Visa Card) /Internet Banking/NEFT or RTGS towards charges for online processing charges of e-procurement website.
- (xx) In exceptional circumstances, the competent authority, PSCL may solicit the Bidder's Consent to an extension of the period of validity.
- (xxi) Corrigendum/ Addendum, if any, will be published on the website itself.
- (xxii) For any queries regarding Tendering process, the bidders may contact at address as provided in the tender document.
- (xxiii) Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.

2. INTRODUCTION

2.1 ABOUT PSCL

Patna Smart City Limited (PSCL) is a Special Purpose Vehicle created under the Patna Municipal Corporation to deliver several Pan City and Area Based Development initiatives with focus on infrastructure and ICT advancements at strategic locations in the city.

2.2 INTRODUCTION TO PATNA SMART CITY PROJECT

The Ministry of Housing and Urban Development (MoHUA), Government of India (GoI) has initiated Smart Cities Mission (SCM), under which selected cities are being developed as smart cities with a focus on improving citizen services with ICT intervention. Smart Cities Mission (SCM) is an urban renewal and retrofitting program 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.

To achieve Patna's vision for a smart city, large numbers of measures are required to be implemented. Considering the priorities echoed by stakeholders during the consultative process and practical feasibility, one of the initiatives shortlisted is "Artistic Painting works at ABD Area".

2.3 FACTSHEET

Sl. No.	Item	Description
1	Method of Selection	Bidder who have qualified the Technical Qualification Criteria will be shortlisted for final selection. The lowest rate obtained amongst technically qualifying bidders will be the rate applicable for all successful bidders where in works will be distributed based on technical marks obtained.
2	Availability of RFP Documents	Download from https://eproc.bihar.gov.in (Under Patna Smart City Ltd.)
3	Tender document fee (Non-refundable and Not-exempted)	INR 10,000/- (Rupees Ten Thousand) only in the form of Demand Draft in favour of Managing Director, Patna Smart City Ltd, payable at Patna.
4	Bid validity	120 (One Hundred & twenty) days from the last date of submission of the Bid.
6	Currency	Indian Rupees (INR).

7	Name and Address for Correspondence/ Bid Opening Venue	MANAGING DIRECTOR, PATNA SMART CITY LIMITED, 4th Floor ICC-Cum-PSCL Building, SSP Office, North of Gandhi Maidan, Patna 800 001, INDIA
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3. INSTRUCTION TO BIDDERS

3.1 GENERAL

a) While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, bidders must form their own conclusions about the methodology 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/NIT at any time prior to a formal written contract being executed by or on behalf of PSCL.

d) Online bids shall be received by the PSCL before the time and date specified in the schedule of the tender notice. The PSCL may, at its discretion, extend this deadline for submission of offers by issuing corrigendum. Online bid submission is mandatory, however, the proof of payment of cost of Bid Document and the Earnest Money Deposit (EMD) even if provided online has to be submitted in physical form by the due date and time.

e) Telex, cable or facsimile offers will be rejected.

3.2 ELIGIBLE BIDDERS

Bids may be submitted by either of the following categories of bidders only:

The Bidder can be either a Sole or Joint Venture as described below.

3.2.1 Sole Bidder

The Sole Bidder must be a company which has the capabilities to deliver the entire scope as mentioned in the RFP. The Sole Bidder cannot bid as a part of any other Joint Venture bid under this RFP.

3.2.2 Joint Venture (JV) is not allowed.

3.3 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.

3.4 BIDDER TO INFORM

The Bidder shall be deemed to have carefully examined the Instructions, General Conditions, Special Conditions & Scope of project provided in this RFP. If the bidder has any doubt as to the meaning of any portion of the conditions or the specifications, they shall, before the last date for Submission of Pre-bid Queries, set forth in the particulars thereof and submit them to PSCL in writing in order that such doubt may be removed or clarifications provided.

3.5 BID PREPARATION COSTS

The Bidder shall bear all costs associated with the preparation and submission of this Bid and the PSCL shall in no case be responsible and liable for those costs.

3.6 PRE-BID MEETING & CLARIFICATION

3.6.1 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.

Maximum of 2 members per Bidder will be allowed to participate in the Pre-bid meeting. A letter from the Authorized Signatory from the intended Company shall clearly specify the names of the participants during pre-bid meeting.

3.6.2 Responses to Pre-Bid Queries and Issue of Corrigendum

PSCL will organize a pre-bid meeting 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 meeting. 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 e-proc website mentioned in the Fact Sheet. Any such Corrigendum shall be deemed to be incorporated into this RFP.

3.7 RFP DOCUMENT FEE

RFP can be downloaded from the website URL mentioned in the NIT.

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.

3.8 EARNEST MONEY DEPOSIT (EMD)

EMD shall be paid at the time of submission of bid through an **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.

No exemption for submitting the EMD will be given to any agency/bidder.

DETAILS OF PSCL ACCOUNT: -

Beneficiary Account Name - **PATNA SMART CITY LIMITED**

Beneficiary Account No. **73211100000023**

Beneficiary's Bank –**DAKSHIN BIHAR GRAMIN BANK**

Branch – **KANKARBAGH, PATNA, BIHAR (PIN: 800020)**

Branch Code - **7321**

IFSC Code –**PUNB0MBGB06**

For Unsuccessful bidders: The **EMD** of all unsuccessful bidders would be refunded without considering any interest by PSCL on finalization of the bid in all respects by the successful bidder.

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, PSCL will reject the bid without providing opportunity for any further correspondence to the bidder concerned.

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

- a) If a Bidder withdraws or modifies its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof;
- b) If a Bidder is disqualified in accordance with **Clause 3.25**;
- c) 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 **Section 4**;
- d) If a Bidder is declared the L1 Bidder and it:
 - Withdraws its Proposal during negotiations. 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.

3.9 BID VALIDITY PERIOD

Bid shall remain valid for the time period mentioned in the i.e., for **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. 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.

3.10 CONTENTS OF BID

The below three set of documents comprising of following are required to be submitted for evaluation:

Envelope Set no.	Name of Document	Content	Mode of Submission
One	RFP Document fee & Bid Security/ Earnest Money Deposit (EMD)	RFP Document Fee receipt Bid Security/ Earnest Money Deposit (EMD) receipt	<u>Online as well as in hard copy too</u>

Two	Technical Bid	Technical Qualification bid as per Annexure 1.1 and 1.2 along with the required supporting documents No Deviation Certificate as per Annexure 1.10 Total Responsibility declaration as per Annexure 1.11	Online only
Three	Financial Bid	Financial Quote	Online only

1. Please note that Prices to be indicated in the Financial Bid shall NOT be indicated in the Technical Bid otherwise bidder shall be deemed to be disqualified for further round.
2. All the pages of the bid must be sequentially numbered. The bid documents must contain 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.
3. 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 initiated by the person (or persons) who sign(s) the bids.
4. All pages of the bid shall be initiated and stamped by the person (or persons) who sign the bid.
5. Failure to submit the bid before the submission deadline specified in the Bidding Schedule Sheet would cause a bid to be rejected.
6. Online submission of bid is mandatory. PSCL shall not accept delivery of bid by fax or e-mail. Only RFP Document fee & Bid Security/ Earnest Money Deposit (EMD) will be accepted in hard copies too.

3.11 BID FORMATS

3.11.1 Technical Qualification Bid Format

Section	Section Heading	Details
1	Technical Qualification checklist	As per format provided in Annexure-1.1
2	Technical Qualification Bid Covering Letter	As per format provided in Annexure-1.2
3	About Bidder	As per format provided in Annexure-1.3
4	Self-certificate for non-blacklisting /Termination/Debar clause	As per format provided in Annexure -1.4

6	No Deviation Certificate	As per format provided in Annexure-1.10
7	Total responsibility certificate	As per format provided in Annexure-1.11
8	Self-certificate for Project execution experience (In Bidding Entity's Letterhead)	As per format provided in Annexure-1.7
9	Legal	1. Copy of Certification of Incorporation/Registration Certificate 2. PAN Card GST Registration
10	Annual Turnover	Details of annual turnover of last 5 financial years (2016-17, 2017-18, 2018-19, 2019-20 & 2020-21) with documentary evidence.
11	Net Worth	Details of Net Worth with documentary evidence.
12	Power of Attorney	Documentary evidence as per format provided in Annexure-2.4
13	Approach & Methodology	Project plan as per format provided in Annexure-1.8
14	Anti- Collusion Certificate	As per format provided in Annexure1.9
15	Character Certificate	As per prevailing rules of Government of Bihar letter no 29 dt 25.01.2021

3.12 FINANCIAL BID FORMAT

The Bidder must submit the Financial Bid in the format as provided in the excel sheet of financial bid sheet.

3.13 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.

3.14 AUTHENTICATION OF BIDS

An authorized representative (or representatives) of the Bidder shall initial all pages of the Technical and Commercial 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 / Board resolution accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

3.15 AMENDMENT OF REQUEST FOR PROPOSAL

a) 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 website URL mentioned in the fact sheet, through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

b) It shall be the responsibility of the prospective bidder(s) to check the Patna Smart City Limited and www.eproc.bihar.gov.in website 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.

c) 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.

3.16 BID PRICE

a) Financial Bid shall be as per the format provided in **Annexure 2.1**. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between PSCL and the Bidder.

b) Bidders shall quote for the entire scope of contract on an "overall responsibility" basis such that the total bid price covers Bidder's all obligations mentioned in the bidding documents in respect of scope of Project.

c) Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account.

d) A bid submitted with an adjustable price quotation shall be treated as non-responsive and to be rejected. However, it should be noted that the price quotes should be as per the format given for financial submission.

e) However, the quoted prices would be amended if there is any amendment of existing taxes /duties/levies or there is introduction of any new taxes /duties/ levies by any state Government or central Government. This price variation will be applicable for increase/decrease/addition of any such taxes.

3.17 DEVIATIONS AND EXCLUSIONS

Bids shall be submitted strictly in accordance with the requirements and conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in **Annexure 1.10**. The bids with deviation(s) to the clauses/ outlined scope mentioned in the RFP are liable for rejection.

3.18 TOTAL RESPONSIBILITY

Bidder should issue a statement undertaking Total Responsibility for the Defect Free Operation during the project tenure and subsequent Defect Liability period of one year as per the format mentioned in **Annexure-1.10**.

3.19 LATE BIDS

1. Late submission shall not be entertained.
2. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence shall be entertained on this matter.
3. 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 shall be entertained.
4. PSCL reserves the right to modify and amend any of the above-stipulated condition/criterion.

3.20 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.

3.21 NON-CONFORMING 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.
- c. 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.
- d. If there is any discrepancy in the financial bid, it will be dealt as per the following:
 - i. If there is a discrepancy between words and figures, the amount in words shall prevail.
 - ii. 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.

3.22 LIST OF TECHNICAL PERSONNEL FOR THE KEY POSITIONS

Contractor will have to appoint the following mandatory key personnel (CV and consent to be declared in Bid) during the execution and entire contract period. The qualification and experience requirements are as under:

Sl. No.	Details	Required no. of Persons
1.	Designer /Artist/ Graphic designer/Sculptor, with Degree/ Diploma of Fine arts.	At least Two
2.	Artist having State Level Award in folk art by Dept. of Art, Culture & Youth, Gov. of Bihar/other state Govt./Govt. of India/PSU or equivalent. (Certificate to be attached.)	At Least One

3.23 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. The successful bidder will sign an agreement with PSCL. Confidentiality agreement will be mutually applicable on both the bidder and PSCL.

3.24 DISQUALIFICATION

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. The successful bidder will sign a Non-Disclosure Agreement (NDA). Confidentiality agreement will be mutually applicable on both the bidder and PSCL.

In case of any replacement of manpower is required bidder shall inform 15 days prior to such replacement. Bidder shall submit CV, for such replacement having qualification equal or higher than the previous, to Authority for approval.

3.25 FRAUD AND CORRUPT PRACTICES

(i) 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 the EMD or PBG, as the case may be, inter alia, time, cost and effort of PSCL, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.

(ii) 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.

(iii) 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 maybe, 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. The bidder shall submit "Anti-Collusion Certificate" as per format given in **Annexure-2.6**.

3.26 CONFLICT OF INTEREST

a) A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, and 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 interest's 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.

c) The bidder should have to give declaration that no blood relatives are working in PSCL.

d) Bidder shall give declaration of having no "Conflict of Interest" as described above, as per format in **Annexure No-1.6**.

3.27 SUB-CONTRACTING

Sub-contracting is not allowed.

3.28 RIGHT TO VARY QUANTITY

If 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.

3.29 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.

3.30 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.

4. SELECTION PROCESS FOR BIDDER

4.1 OPENING OF BIDS

The Bids shall be opened by PSCL.

There will be three bid-opening events as follows:

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

i. The venue, date and time for opening the Bids bid are mentioned in the Fact sheet/NIT.

ii. 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.

iii. The Technical Bids of only those bidders will be opened who have submitted the requisite RFP document fee and EMD within the stipulated time.

iv. The **Set 3 (Financial Bid)** of only those bidders shall be opened who are declared technically qualified in technical bids.

4.2 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 non-responsive 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 Letter of Authorization
- 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

4.3 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.

4.4 EVALUATION PROCESS

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

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

The steps for evaluation of bids are as follows:

4.4.1 Stage 1: Technical Evaluation

- a) PSCL shall validate the "RFP Document fee".
- b) If the RFP Document fee is as per requirements, PSCL shall open the "Technical Qualification Bid". **Each of the Technical-Qualification condition mentioned in Section 4.5 is MANDATORY.** In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

- c) Bidders can know of their qualification/disqualification based on the Technical Qualification criteria through the proceedings of the Tender Committee meeting uploaded on e-proc and subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.

4.4.2 Stage 2: Financial Evaluation

- a) The financial bids for the technically qualified bidders shall then be opened after uploading the proceedings of meeting of Tender Committee (technical), to determine whether the financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at PSCL's discretion.
- b) Financial bid shall not be opened for those bidders, who don't qualify the Technical- Qualification evaluation.
- c) Financial Bids that are not as per the format provided in **Annexure 2.1** (Appendix-2) shall be liable for rejection.
- d) The bid price shall be in Indian Rupees (INR). No quote other than in INR will be considered.

4.5 TECHNICAL QUALIFICATION CRITERIA

Sl. No.	Type	Criteria	Required Documentary Evidence
1	Organization Profile	The Bidder shall be in the business for a period of at least Three (3) years as on published date of RFP.	Copy of Certificate of Incorporation/ Registration under Companies Act 1956/2013 (for Indian companies) or Copy of Partnership Deed or Sole Proprietorship Registration documents if applicable
2	Financial Profile	In any One year the Bidder should have minimum Annual Turnover of INR 25 Lakh over three (3) Financial Years 2018-19, 2019-20, and 2020-21. The turnover will be indexed at the rate of 8% (eight percent) per year.	1. Audited Financial Statements for Financial Years 2018-19, 2019-20, 2020-21. 2. Statutory auditor's/CA certificate clearly specifying the Annual Turnover for the specified years. 3. PAN card 4. GST registration

Sl. No.	Type	Criteria	Required Documentary Evidence
3	Financials- Net worth	The Bidder shall not have entered into loss in the last three (3) Financial Years viz 2018-19, 2019-20, and 2020-21. The bidder shall have positive net worth.	Certificate from the Statutory Auditor/CA on Net Worth for 3 financial years 2018-19, 2019-20, 2020-21.
4	Company Standings	As on date of submission of the proposal, the Bidder shall not be blacklisted /debarred / Terminated by any State /Central Government Department or Central /State PSUs/ Multilateral Funding Agency.	Undertaking for this on company/ bidder's Letter Head.
5	Experience (of Similar Type of Works)	The Bidders should have successfully completed in last 5 (Five) years ending on proposal submission date as a prime contractor, <ul style="list-style-type: none">At least One completed Similar works costing not less than 25 Lakhs.Note: Similar work shall include painting work/ Artistic graffiti work / metallic or stone or plastic or glass-fiber sculpture work. Escalation factor (for the cost of work executed and financial figure to a common base value for works completed)	1. Work order/ Contract clearly highlighting the Scope of Work, Bill of Material and value of the contract/ order. 2. Completion Certificate issued by the Engineer in charge, not below the rank of Executive Engineer/ Director or equivalent. Only experience in Government organization including Government Undertakings/Municipal Corporation shall only be considered.
Years before		Multiply factor	
One		1.1	
Two		1.21	
Three		1.33	
Four		1.46	
Five		1.61	
Sub-contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria. On-going works, if substantially completed (i.e., Bidder should have completed minimum 90% of the awarded value of work prior to date of submission of Bid and payment received) shall be considered for qualification of work experience criteria, provided that 90% value of such substantially completed work shall be equal to or more than the value of works as mentioned in the qualification in the RFP document.			

Sl. No.	Type	Criteria	Required Documentary Evidence
7.	Line of Credit	<ul style="list-style-type: none"> Evidence of access to or availability of credit facilities of minimum Rs.10 Lakh certified by the bankers. Undertaking that bidder would be able to invest a minimum of cost up to 25% of the contract value of work during implementation of contract. 	Banker's certificate Self-undertaking
8.	Manpower Designer	<ul style="list-style-type: none"> Designer /Artist/ Graphic designer/Sculptor, with Degree/ Diploma of Fine arts. (At Least 2) Artist having State Level Award in folk art by Dept. of Art, Culture & Youth, Gov. of Bihar/other state Govt./Govt. of India/PSU or equivalent. (At Least 1) 	CV & Consent Letter Certificate to be attached

5. AWARD OF CONTRACT

5.1 NOTIFICATION OF AWARD

The selection for award of work can be noted by the Successful Bidder from the proceedings of the Tender Committee (Financial) uploaded on the e-proc.

5.2 SIGNING OF CONTRACT

After selection, a Letter of Award (the "LOA") shall be issued, by the Authority to the Selected bidder and the Selected bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the copy of the LOA in acknowledgement thereof. In the event the copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant, to compensate the loss and damage suffered by the Authority on account of failure of the Selected bidder to acknowledge the LOA, and the next lower bidder may be considered.

5.3 PERFORMANCE SECURITY

- Within 10 (ten) days of receipt of the LOA, the successful Bidders shall deliver PSCL a Performance Security in any of the forms given below for an amount equivalent 2% (two percent) of the Contract Price including Earnest Money plus additional security for unbalanced Bids as per the provisions of Bihar Financial Rules.
- If the Performance Security is provided by the successful Bidders in the form of a Bank Guarantee or Fixed Deposit Receipts in the name of PSCL, it shall be issued either (a) at the Bidder's option, by a Nationalized/ Scheduled Indian bank within state or (b) as acceptable to PSCL.
- Failure of the successful Bidder to comply with the requirements of Sub-Clause 5.3 (a) shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

This Performance Bank Guarantee, which shall be for an amount equivalent to 2% of total contract value, shall be invoked by PSCL, in the event the Bidder: a) fails to meet the overall condition as mentioned in 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

The Performance Bank Guarantee shall be valid till Defect Liability Period of two years post completion of painting works. The Performance Bank Guarantee may be discharged/returned by PSCL upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

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 30 days, indicating the contractual obligation(s) for which the bidder is in default. After 30 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.

As stated earlier too this Performance Bank Guarantee shall be valid up to Defect Liability Period of two (2) years after the actual date of completion.

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

5.4 SECURITY DEPOSIT

The contractor, whose tender is accepted, will be required to furnish Performance Guarantee of 2% (two percent) including Earnest Money of the tendered amount within specified period. This guarantee shall be in the form of Government Securities or Fixed Deposit Receipt of any Scheduled Bank, Guarantee Bonds of any Scheduled Bank or State Bank of India or Bank Guarantee from any Schedule Bank in the State for works of more than one crore.

The contractor, whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfilment of his contract, an amount equal to 8% (eight percent) of the tendered value of the work. The above Security Deposit will be collected by deductions @ 8 % from each running bills of the contractor, till the retention amount [together with the performance guarantee of 2% (two percent) becomes 10% of the tendered amount. If value of work exceeds the agreement value, security deposit (10%) will be recovered for the exceeded work also.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his Security Deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India

or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The Security Deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money at the time of tenders will be treated a part of the Security Deposit.

The Security Money of 10% so obtained also called the Retention Money will be returned in the following way:

- One-third after completion of works and certification to this effect by the Project-in-Charge.
- Remaining two-third on successful completion of DLP of 2 years, payment of dues & taxes.

5.5 TIMELINE

The empanelment of Agency would be initially for 1 year which may be further extended by competent authority. The Project Completion Period will be as mentioned in work order. Contractor shall prepare a Work Plan mentioning all the proposed activities. This Work Plan strictly adhered-to, during the project implementation.

5.6 Award of Work

The PSCL reserves the right to restrict number of contractors to whom the work will be awarded as per higher cost of similar nature of completed work experience certificate. The suitability and competence of the agency to handle jobs with due regard to their proven track record shall be reviewed by PSCL Patna, as found necessary, from time to time.

5.7 PAYMENT SCHEDULE

The payment to the contractor will be made on actual measurement basis, made from time to time, on the rates quoted by the successful bidder, for various items of BOQ.

The payment to the contractor for works under this project will be as follows:

- (a) The Contractor shall submit to the Authority monthly statements of the value of the work executed, less the cumulative amount certified previously.
- (b) The PDMC/ Project-in-charge shall check the Contractor's monthly statement within 10 days from the date of receipt of bill and certify the amount to be paid to the Contractor.
- (c) The value of work executed shall be determined, based on certification by the Authority.
- (d) The Authority shall check the Contractor's statement within 10 days and certify the amount to be paid to the Contractor as per contract payment schedule.
- (e) The value of work executed shall be determined by the Authority. The value of work executed shall comprise the value of the quantities of the items as per the work program attached to the contract.
- (f) The value of work executed shall include the valuation of work executed and Change in Scope (Variation), if any.
- (g) The Authority may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information

6. SCOPE OF WORK

6.1 ABOUT PROJECT

Madhubani Wall Paintings & Public awareness is one of the part of Social Awareness in ABD area of Patna Smart City Ltd. The proposed project will not only add to the beautification of the city, but also target to cultivate a sense of local community history and civic pride. The vast historical significance and uniqueness of Patna may be depicted to showcase the importance of the city in India and the world at large.

Theme based wall paintings, made using certain anamorphic or perceptual art techniques, will produce an illustration of madhubani art or scene and similar local painting techniques. The paintings made in themes related to local art, craft, architecture will create a sense of belonging to citizens. The Paintings will also focus on messages of social awareness.

6.2 THE CITYSCAPE

The city of Patna is filled with many activities and their physical counterparts, which have erupted as a result of hard-core economic or developmental needs; like commercial outlets, roads, flyovers etc. Very few of the city's components are emotionally nurturing. There are enormous researches to show that emotional environment has positive impact over health and general wellbeing.

The cityscape of Patna, somehow, misses out this and one can say that consideration of art and emotional environment which appears to have been neglected so far, needs to be incorporated along with economic and infrastructural developments.

6.3 SELECT SUBJECT/ THEME/ NOTION FOR PAINTINGS

- a) The particular site/spot of making the art work – its users, its geometry, its historic relevance
 - b) The Bihar Government's flagship schemes (only artistic depiction, not the name of scheme etc.)
 - c) Historical or proud reminisces of Patna
 - d) Social Awareness regarding environment, nature, cleanliness, sustainability, conservation etc.
- The designs cannot violate moral principles, the commonly binding law, and the rights of the third parties and should be free from legal defects. Painting should mainly symbolize culture heritage and history at vantage points. It is important to mention that display should represent various art form and culture in Madhubani Painting style.

6.4 SITE FOR PAINTINGS

Various parameters have been identified based upon which the locations/spots in city for art work shall be finalized together with the successful bidder. These include:

- Visibility from stable audience

- Visibility from moving traffic
- Type of traffic-pedestrian, vehicular or mixed
- Light level during day
- Light level during night
- Background availability
- Land or wall availability
- Equally pervaded art-work spots in ABD area
- Message through content of the art
- Art work – 'longevity vs cost consideration
- Simplicity or Complexity of the art work from an 'understandability of masses' point of view
- Cultural alignment of content with the city of Patna
- Size of wall
- Character of wall (with or without windows, balconies, plastered/ashlar construction, texture etc.)
- Access to the place for carrying out the task

6.5 PAINTING LOCATIONS

Based on overall understanding of the city and space availability, probable sites were tentatively identified for paintings. These sites were identified as per area availability which may change as per NOC status from various govt. departments. The tentative area for painting is 1 Lakh Sq.ft. in ABD area of Patna which may increase or decrease. Work will be distributed among all the empaneled agencies. The paintings will be done on boundary walls, flyover decks, flyover columns, buildings etc. as per requirement.

***Note: These locations are tentative. The Agency (successful bidder) is required to prepare a plan/design & get it approved from PSCL prior to commencement of painting works.**

7. SPECIFICATIONS OF CIVIL WORKS FOR PAINTING

The civil works for painting with DLP of 2 years comprises the following activities:

7.1 PREPARATION OF BASE FOR ART WORK (SCRAPPING & REPAIRING)

Preparation of wall surface for painting by scrapping of old paints either manually or using mechanical means with wire brush, sand papering, followed by power washing to wipe out dust and loose particles and make the surface smooth, including necessary repairs to scratches using wall putty/cement/white cement and minor plastering with cement mortar 1:3 using ladders, steel scaffoldings etc. all complete as per direction of the Project-in-charge.

7.2 PREPARATION OF BASE FOR ART WORK (SMOOTHENING)

Base preparation and finishing walls for painting using premium acrylic smooth wall putty of 2 mm thickness, over which two coats of damp proof water primer shall be applied to withstand, outdoor conditions, including ladders, steel scaffoldings etc. all complete as per direction of the Project-in-charge.

7.3 ART WORK GENERATION AND ART PAINTING

Designing/ generation of painting illusion, which is of approved artwork by professional artists, with premium Acrylic smooth exterior wall paint of required shades of reputed manufacturer with high colour fastness rating to have good effect and to withstand outdoor conditions. Use of spray cans/ strainers of reputed manufacturer (with proper disposal mechanism of the same) shall be permitted. The works shall be designed considering the real time dimensions considering the real time dimensions and after scaling of the area.

7.4 VARNISHING

Top coat with a protective layer for easy cleaning of the painting/artworks over artwork to preserve its life and to provide required grace/and lustre. Prior test and observation on wall with thorough process needs to be carried out before application of the paint manufacture using approved brand and manufacture. Responsibility of chipping of artwork/flaking due to varnish will be at the agency's cost. The work shall be including ladders/scaffolding etc. complete as per direction of the Engineer-in-charge.

The successful bidder shall give a presentation for each of the venue and a small write up explaining the Concept of the Art Work along with detailed drawing. The PSCL (or its representatives) will approve (or disapprove) the Art Work.

8. CONDITIONS OF CONTRACT (CC)

8.1 DEFINITION OF TERMS

- 8.1.1 "Acceptance of Work": The work shall be deemed to have been accepted by the Authority, subsequent to its completion, when all the activities as defined in Scope of Work have been successfully executed to the satisfaction of Authority or when the authority uses the deliverables for its intended use, whichever is earlier. **Refer Section 5 of RFP Volume II**
- 8.1.2 "Applicable Law(s)": Any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, guideline, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.
- 8.1.3 "Authority" means the Patna Smart City Limited. The project shall be executed in Patna and shall be owned by Patna Smart City Limited.
- 8.1.4 "Bidder" shall mean organization/ consortium submitting the proposal in response to this RFP.
- 8.1.5 "Contract" means the Contract entered into by the parties with the entire documentation specified in the RFP.
- 8.1.6 "Contract Value" means the price payable to Contractor under this Contract for the full and proper performance of its contractual obligations.
- 8.1.7 "Document" means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000 and amendments thereof.
- 8.1.8 "Effective Date" means the date on which this Contract is signed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.
- 8.1.9 "CC" means Conditions of Contract
- 8.1.10 "Goods" means all of the equipment, sub-systems, hardware, software, products accessories, software and/or other material / items which contractor is required to supply, install and maintain under this contract.

- 8.1.11 "Intellectual Property Rights" means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- 8.1.12 "Notice" means: a notice; or consent, approval or other communication required to be in writing under this Contract.
- 8.1.13 "OEM" means the Original Equipment Manufacturer of any equipment / system / software / product which are providing such goods to the Authority under the scope of this RFP.
- 8.1.14 "Sub-Contractor" shall mean the entity named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the Authority and the heirs, legal representatives, successors and assignees of such person.
- 8.1.15 "Services" means the work to be performed by the agency pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Authority.

8.2 INTERPRETATION

In this Contract unless a contrary intention is evident:

- a) the clause headings are for convenient reference only and do not form part of this Contract;
- b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
- c) the word "includes" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
- d) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
- e) a word in the singular includes the plural and a word in the plural includes the singular;
- f) a word importing a gender includes any other gender;
- g) a reference to a person includes a partnership and a body of corporate;

- h) a reference to legislation includes legislation repealing, replacing or amending that legislation;
- i) Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
- j) In the event of an inconsistency between the terms of this Contract and the RFP and the Bid, the terms hereof shall prevail.

8.3 CONDITIONS PRECEDENT

This Contract is subject to the fulfilment of the following conditions precedent by Contractor.

- 8.3.1 Furnishing by Contractor, an unconditional and irrevocable Performance Bank Guarantee of 2% of the contract value (PBG) and acceptable to the Authority which would remain valid until such time as stipulated by the Authority.
- 8.3.2 Obtaining of all statutory and other approvals required for the performance of the Services under this Contract. This may include approvals/clearances, wherever applicable, that may be required for execution of this contract e.g., clearances from Government authorities for importing equipment, exemption of Tax/Duties/Levies, work permits/clearances for Bidder/Bidder's team, etc.
- 8.3.3 Furnishing of such other documents as the Authority may specify/ demand.
- 8.3.4 The Authority reserves the right to waive any or all of the conditions specified in Clause 3 above in writing and no such waiver shall affect or impair any right, power or remedy that the Authority may otherwise have.

8.4 KEY PERFORMANCE MEASUREMENTS

- 9.5.1 Unless specified by the Authority to the contrary, Contractor shall deliver the goods, perform the services and carry out the construction of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications.
- 9.5.2 Order to Precedence: - If the Contract, scheduled requirements, service specification includes more than one document, then unless the Authority specifies to the contrary, the later in time as mutually agreed and discussed by both parties shall prevail over a document of earlier date to the extent of any inconsistency.
- 9.5.3 The Authority reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications with mutual discussion and agreement and may issue any

such directions which are not necessarily stipulated therein if it deems necessary for the fulfillment of the Schedule of Requirements.

9.5 COMMENCEMENT AND PROGRESS

- 9.6.1 Date of appointment shall be treated as commencement date of project. Milestones and Completion date shall be calculated from the date of commencement of project.
- 9.6.2 Contractor shall subject to the fulfillment of the condition's precedent above, commence the performance of its obligations in a manner as per the Scope of Work.
- 9.6.3 Contractor shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- 9.6.4 Contractor shall be responsible for and shall ensure that all activities /services are performed in accordance with the Contract, Scope of Work and Service Specifications.
- 9.6.5 Contractor shall perform the activities/services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management, engineering and security practices. Contractor shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Authority and shall, at all times, support and safeguard the Authority's legitimate interests in any dealings with Third parties.
- 9.6.6 **Monthly Progress Report:** During the construction period the contractor shall no later than ten (10) days after the close of each month furnished to the Authority a monthly report on progress of the work and shall promptly give such other relevant information as may be required by the authority.

9.6 STANDARDS OF PERFORMANCE

- 9.7.1 Contractor shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and best practices used in the industry and with Indian standards recognized for such purpose. Contractor shall observe sound management, engineering and security practices. It shall employ appropriate technology and engineering practices and safe and effective equipment, machinery, material and methods. Contractor shall always act, in respect of any

matter relating to the Contract, as faithful advisors to the Authority and shall, at all times, support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

9.7 APPROVALS AND REQUIRED CONSENTS

- 9.8.1 The Authority shall extend necessary support to contractor to obtain, maintain and observe all relevant and customary regulatory and governmental clearances and applicable approvals (hereinafter the "Approvals") necessary for Contractor to provide the Services. The costs of such Approvals, if any shall be borne by Contractor. Both parties shall give each other all co-operation and information reasonably.
- 9.8.2 The Authority shall also provide necessary support to Contractor in obtaining the Approvals. In the event that any Approval is not obtained, Contractor and the Authority shall co-operate with each other in achieving a reasonable alternative arrangement.

9.8 CONTRACTOR'S OBLIGATIONS

- 9.10.1 Contractor's obligations shall include all the activities as specified by the Authority in the Scope of Work and other sections of the Tender and Contract and changes as mutually agreed by both parties, thereof enable Authority to meet the objectives and operational requirements. It shall be Contractor's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender and this Contract.
- 9.10.2 Authority reserves the right to interview the personnel proposed that shall be deployed as part of the project team. If found unsuitable, the Authority may reject the deployment of the personnel. But ultimate responsibility of the project implementation shall lie with Contractor.
- 9.10.3 Authority reserves the right to make require changes in personnel which shall be communicated to Contractor. Contractor with the prior approval of the Authority may make additions to the project team during the execution.
- 9.10.4 Contractor should submit profiles of only those resources that shall be deployed on the project. Any change of resource should be approved by the Authority and compensated with equivalent or better resource.

9.10.5 Contractor's representative(s) shall have all the powers requisite for the execution of scope of work and performance of services under this contract. Contractor's representative(s) shall liaise with the Authority's representative for the proper coordination and timely completion of the works and on any other matters pertaining to the works. Contractor shall extend full co-operation to Authority's representative in the manner required by them for supervision/ inspection/ observation of the works/ equipment/ goods/ material, procedures, performance, progress, reports and records pertaining to the works. Contractor shall cooperate with the other Service Providers/Vendors of the Authority working at the Authority's office locations & field locations.

9.10.6 Contractor shall be responsible on an ongoing basis for coordination with other vendors and agencies of the Authority in order to resolve issues and oversee implementation of the same.

9.10.7 Contractor is expected mobilize its site office and labour camp nearby the site. Also, mobilize the man power as per the requirement to fulfil the scope of project. The technical manpower deployed on the project should work from the site office. However, some resources may be required to work from the client office during the contract period.

9.9 ACCESS TO SITES

9.11.1 Sites would include, Right of Way. The Authority's representative upon receipt of request from contractor, intimating commencement of activities at various locations, shall give access to contractor as much of the Sites as may be necessary to commence and proceed with the installation or Construction of the works in accordance with the program of work. Any reasonable proposal of Contractor for access to Site to proceed with the installation/construction of work in accordance with the program of work shall be considered for approval and shall not be unreasonably withheld by the Authority. Such requests shall be made to the Authority's representative in writing at least 7 days prior to start of the work. During implementation, in case of delay in Site readiness, delay in site access or delay due to any reasons not attributable to Contractor, Contractor will be given time extension for implementation or Construction without any LD implication.

9.10 START OF INSTALLATION OR CONSTRUCTION WORK

9.12.1 Bidder shall co-ordinate with the Authority and stakeholders for the complete setup of sites before commencement of installation of other areas as mentioned in scope of project.

9.12.2 The plan and design documents thus developed shall be submitted by Contractor for approval by the Authority.

9.12.3 After obtaining the approval from the Authority, Contractor shall commence the installation or Construction work.

9.11 **REPORTING PROGRESS**

9.13.1 Contractor shall monitor progress of all the activities related to the execution of this contract and shall submit to the Authority, progress reports with reference to all related work, milestones and their progress during the implementation phase.

9.13.2 Formats for all above mentioned reports and their dissemination mechanism shall be discussed and finalized along with project plan. The Authority on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.

9.13.3 Periodic meetings shall be held between the representatives of the Authority and Contractor once in every 10 days or as per requirement during the implementation and construction phase to discuss the progress and performance.

9.13.4 Contractor shall ensure that the respective team or specified person involved in the execution of work shall take part in such meetings.

9.13.5 All the goods, services, work execution and manpower to be provided/deployed by Contractor under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of Authority's representative in accordance with the Contract.

9.13.6 The Authority reserves the right to inspect and monitor/ assess the progress/ performance of the work / services at any time during the course of the Contract. The Authority may demand and upon such demand being made, Contractor shall provide documents, data, material or any other information which the Authority may require, to enable it to assess the progress/ performance of the work / service.

9.13.7 At any time during the course of the Contract, the Authority shall also have the right to conduct at its own cost, either itself or through another agency as it may deem fit, an audit to monitor the performance of Contractor, obligations/ functions in accordance with the

standards committed to or required by the Authority and SI undertakes to cooperate with and provide to the Authority/ any other agency appointed by the Authority, all Documents and other details as may be required by them for this purpose. Such audit shall not include Bidder's books of accounts.

9.13.8 If the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Tender requirements/ standards, the Authority's representative shall so notify Contractor in writing.

9.13.9 Contractor shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to RFP requirements. Contractor shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Authority or Authority's representative that the actual progress of work does not conform to the approved plan, contractor shall produce at the request of the Authority's representative a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements.

9.13.10 The submission seeking approval by the Authority or Authority's representative of such plan shall not relieve Contractor of any of his duties or responsibilities under the Contract.

9.13.11 In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, Contractor shall deploy extra manpower/ resources to make up the progress or to meet the RFP requirements. Plan for deployment of extra man power/ resources shall be submitted to the Authority for its review and approval. All time and cost effect in this respect shall be borne, by Contractor within the contract value.

9.12 PROJECT PLAN AND DRAWINGS

9.14.1 Within 15 calendar days of effective date of the contract/ Issuance of Lol, Contractor shall submit to the Authority for its approval a detailed Project Plan and Drawings with details of the project showing the sequence, procedure, Specification and method in which he proposes to carry out the works. The Plan so submitted by Contractor shall conform to the

requirements and timelines specified in the Contract. The Authority and Contractor shall discuss and agree upon the work procedures to be followed for effective execution of the works. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the Authority's Representative of the Project Plan and drawings shall not relieve Contractor of any of his duties or responsibilities under the Contract.

9.14.2 If Contractors work plans necessitate a disruption/ shutdown in Authority's operation, the plan and drawings shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of Contractor to develop/adhere such a work plan shall be to his account.

9.13 ADHERENCE TO SAFETY PROCEDURES, RULES REGULATIONS AND RESTRICTION

9.15.1 Contractor's team shall comply with the provision of all laws including labor laws, rules, regulations and notifications issued there under from time to time. All safety and labor laws enforced by statutory agencies and by Authority shall be applicable in the performance of this Contract and Contractor's team shall abide by these laws.

9.15.2 No access to any person except the essential members of Contractor's team who are authorized by the Authority and are genuinely required for execution of work or for carrying out management/ maintenance shall be allowed entry. Even if allowed, access shall be restricted to the pertaining equipment of the Authority only. Contractor shall maintain a log of all activities carried out by each of its team personnel.

9.15.3 Contractor shall take all necessary measures or proper protocol to protect the personnel, work and facilities and shall observe all reasonable safety rules and instructions. Contractors Team shall adhere to all security requirement/ regulations of the Authority during the execution of the work. Authority's employee shall also comply with safety procedures/ policy.

9.15.4 Contractor shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.

9.14 STATUTORY REQUIREMENTS

9.16.1 During the tenure of this Contract nothing shall be done by Contractor or his team including in contravention of any applicable law, act and/ or rules/regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep Authority indemnified in this regard.

9.15 AUTHORITY'S OBLIGATIONS

9.17.1 Authority or his/her nominated representative shall act as the nodal point for implementation of the contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to Contractor.

9.17.2 Authority shall ensure that timely approval is provided to Contractor as and when required, which may include approval of project plans, implementation methodology, design documents, specifications, or any other document necessary in fulfilment of this contract.

9.17.3 The Authority's representative shall interface with Contractor, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract. Authority shall provide adequate cooperation in providing details, coordinating and obtaining of approvals from various governmental agencies, in cases, where the intervention of the Authority is proper and necessary.

9.17.4 Site Not Ready: Authority hereby agrees to make the project sites ready as per the agreed specifications, within the agreed timelines. Authority agrees that Contractor shall not be in any manner liable for any delay arising out of Authority's failure to make the site ready within the stipulated period.

9.16 PAYMENTS

9.18.1 Authority shall make payments to Contractors at the times and in the manner set out in the Payment schedule as specified in RFP. Authority shall make all efforts to make payments to Contractor with receipt of invoice(s) and all necessary supporting documents.

9.18.2 All payments agreed to be made by Authority to Contractor in accordance with the Bid shall be inclusive of all applicable statutory levies, duties & taxes. Authority shall not be liable to pay any other levies/ other charges under or in relation to this Contract.

9.18.3 No invoice for extra work on account of change order shall be submitted by Contractor unless the said extra work /change order has been authorized/approved by the Authority in writing in accordance with Change of scope.

9.18.4 In the event of Authority noticing at any time that any amount has been disbursed wrongly to Contractor or any other amount is due from Contractor to the Authority, the Authority may without prejudice to its rights recover such amounts by other means after notifying Contractor or deduct such amount from any payment falling due to Contractor. The details of such recovery, if any, shall be intimated to Contractor. Contractor shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Authority or Contractor.

9.18.5 All payments to Contractor shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under applicable law, rule or regulation. All costs, damages or expenses which Authority may have paid or incurred, for which under the provisions of the Contract, Contractor is liable, the same shall be deducted by Authority from any dues to Contractor. All payments to Contractor shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Authority to Contractor on chargeable basis.

9.17 TAXES

9.19.1 Contractor shall bear all personnel taxes levied or imposed on its personnel, or any other member of Contractor's Team, etc. on account of payment received under this Contract. Contractor shall bear all corporate taxes, levied or imposed on Contractor on account of payments received by it from the Authority for the work done under this Contract.

9.19.2 Contractor shall bear all taxes and duties etc. levied or imposed on Contractor under the Contract. It shall be the responsibility of Contractor to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. Contractor shall also provide the Authority such information, as it may be required in regard to Contractor's details of payment made by the Authority under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Authority shall at all times be in accordance with Indian Tax Law and the Authority shall promptly furnish to Contractor original certificates for tax deduction at source and paid to the Tax Authorities.

However, in case of any changes in taxes rates i.e., GST, Custom duties, levies etc. shall be account of Authority e.g. In case of decrease in tax rates i.e., GST, basic custom duties, levies etc. the resulting benefit be passed on to the Authority and in of increase in tax rates, the impact of such increase be account of to the Authority.

9.19.3 Contractor agrees that he shall comply with Indian Income Tax Act in force from time to time and pay Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for payments received by them for the works under the Contract.

9.19.4 Contractor shall fully familiarize themselves about the applicable domestic taxes (such as added GST, income taxes, duties, fees, levies, etc.) on amounts payable by the Authority under the Agreement. All such taxes must be included by Bidders in the financial proposal. (Bidder to find out applicable taxes for the components being proposed). Any change in taxes & duties component, if altered in future and payable under the law, shall be passed on to PSCL / Contractor in a Bidirectional Manner.

9.19.5 Contractor shall indemnify Authority against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Authority.

9.19.6 Contractor shall bear any new taxes imposed or there is any increase/decrease in any of the taxes for its services after submission of bids, the incremental/decremental amount may be considered for reimbursement / refunds at actuals under Subsequent Legislation.

9.18 DEFECT LIABILITY PERIOD (DLP)

The Defect Liability Period (DLP) will be of two (2) years after completion of works of on the terms and conditions given in this section:

9.20.1 During the Defect Liability Period, the bidder shall covenant that the materials/goods supplied under the contract are new, unused, or of Higher quality/version/models.

9.20.2 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.

9.20.3 PSCL or designated representatives of the Employer shall promptly notify successful bidder in writing of any claims arising during Defect Liability Period. Upon receipt of such notice, the bidder shall, within the Defect Liability Period and with all reasonable speed (usually 3 days,

if not taken approval for extended period), repair or replace the defective items/systems/materials, without costs to PSCL and within time specified and acceptable to PSCL.

9.20.4 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.

9.20.5 The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time.

9.20.6 Implementation Agency will warrant that the solution provided under the contract is new, of the higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.

9.20.7 The Implementation Agency shall ensure defect free operation/execution of the entire work and shall replace any such components, equipment, item and device which are found defective and during the entire contract period the

9.20.8 Implementation Agency shall apply all the latest upgrades/patches/releases for the work after appropriate demonstration. No additional costs shall be paid separately for the Defect Liability Period other than what are the costs quoted by the Implementation Agency and as specified in the contract.

9.20.9 If the Implementation Agency uses in the course of the provision of the Services, components, equipment, item and device manufactured by any third party/OEM/Vendor and which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass-through third-party manufacturer's Warranties relating to those components, equipment, item and device to the extent possible.

9.19 TERM AND EXTENSION OF THE CONTRACT

9.21.1 Contract period shall commence from the date of appointment of contractor.

9.21.2 If the delay occurs due to circumstances beyond control of Contractor such as Force majeure or any cause whatsoever beyond the reasonable control of Contractor, a reasonable extension of time shall be granted by the Authority.

9.21.3 In any such case the authority may give a fair and reasonable extension of time and

reschedule the milestones for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 1 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

9.20 CHANGE OF SCOPE

9.22.1 Change of scope request shall be raised by either party (Employer or Contractor) during the project execution period.

9.22.2 Parties shall intimate the proposal along with the supportive document and cost implication. Change of scope shall not be more/less than 10% of the value of Contract price.

9.22.3 Authority shall within 20 days either approve or disapprove the proposal. In case more clarification is required, Authority shall inform in written with 10 days of request.

9.22.4 Authority, in case of acceptance of proposal, issue change of scope order.

9.21 DISPUTE RESOLUTION

9.23.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract or the interpretation thereof.

9.23.2 Conciliation: In the event of any Dispute between the Parties, either Party may call upon [Managing Director of <Patna Smart City Limited>] and the Chairman of the Board of Directors of the Contractor or a substitute thereof for amicable settlement, and upon such reference, the said persons shall meet no later than 10(ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10(ten) day period or the Dispute is not amicably settled within 15(fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration.

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

9.23.4 The procedure for arbitration shall be as follows:

9.23.4.1 In case of dispute or difference arising between the employer and the contractor

relating to any matter arising out of concerned with this agreement it shall be settled in accordance with the arbitration and conciliation act 1996. The disputes or differences shall be referred to a sole Arbitrator. The sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the organizations as listed in clause 9.23.8).

9.23.4.2 The Arbitration proceedings shall be held in **Patna, Bihar, India.**

9.23.4.3 The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc. shall be borne by each party itself.

9.23.4.4 Performance under the contract shall continue during the arbitration proceedings and the payment due to the contractor by the authority shall not be withheld unless they are the subject matter of the arbitration proceedings.

9.23.5 Arbitration proceedings shall be governed by Arbitration and Conciliation Act, 1996

9.23.6 The Arbitration proceeding shall be governed by the substantive laws of India.

9.23.7 The proceedings of Arbitration shall be in English language.

9.22 TIME IS THE ESSENCE

9.24.1 Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by Contractor by the specified completion date.

9.23 CONFLICT OF INTEREST

Contractor shall disclose to the Authority in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for Contractor or Contractor's Team) in the course of performing the Services as soon as it becomes aware of that conflict.

9.24 PUBLICITY

Contractor shall not make or permit to be made a public announcement or media release

about any aspect of this Contract unless the Authority gives its written consent for the same to Contractor.

9.25 FORCE MAJEURE

9.26.1 Force Majeure shall not include any events caused due to acts/ omissions of Contractor resulting in a breach/ contravention of any of the terms of the Contract and/or Contractor's Bid. It shall also not include any default on the part of Contractor due to its negligence or failure to implement the stipulated/ proposed precautions, as were required to be taken under the Contract.

9.26.2 Failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen i.e. war, or hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God (hereinafter referred to as events) , or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred at any location in scope. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. Any failure or lapse on the part of Contractor in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

9.26.3 In case of a Force Majeure, Contractor shall intimate within 7 days of occurrence or continuation of event and all Parties shall endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

9.26.4 In the event a Force Majeure, persists for a period beyond 90 days without prejudice to any other provisions contained anywhere in the agreement the authority has the right to terminate the contract.

9.26.5 During the event of Force majeure, Contractor shall not be entitled for any compensation. Both the parties shall bear their respective cost during non-execution period.

9.26 INSURANCE

- 9.28.1 Items supplied under this Contract shall be comprehensively insured by Contractor at his own cost, against any loss or damage, for the entire period of the contract. Contractor shall submit to the Authority, documentary evidence issued by the insurance company, indicating that such insurance has been taken.
- 9.28.2 Contractor shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods and also the charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective sites of installation shall also be borne by Contractor.
- 9.28.3 Contractor shall take out and maintain at its own cost, on terms and conditions approved by the Authority, insurance against risks, and for coverage's, as specified below;
- 9.28.3.1 At the Authority's request, Contractor shall provide evidence to the Authority showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- 9.28.3.2 Employer's liability and workers' compensation insurance in respect of the Personnel of the Company, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.

9.27 LIQUIDATED DAMAGES

- 9.29.1 If Contractor fails to construct, install or maintain any or all of the works/items as per the contract, within the time period(s) specified in RFP, the Authority without prejudice to its other rights and remedies under the Contract, deduct from the Contract price, as liquidated damages, compensation for delay of work @ 2% per month of delay to be computed on per day basis.
- 9.29.2 The deduction shall not in any case exceed 10% of the contract value.
- 9.29.3 The Authority may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to Contractor in its hands (which includes the Authority's right to claim such amount against Contractor's Bank Guarantee) or which may become due to Contractor. Any such recovery or liquidated damages shall not in any way relieve Contractor from any of its obligations to complete Work or from any other obligations and liabilities under the Contract.

- 9.29.4 Delay not attributable to Contractor shall be considered for exclusion for the purpose of computing liquidated damages.
- 9.29.5 Limitation of Bidder's Liability towards the Authority: Except in case of gross negligence or willful misconduct on the part of Contractor or on the part of any person with respect to damage caused by Contractor to Authority's tangible property, shall not be liable to Authority for any direct loss or damage, if the claim amount received from project specific insurance maintained by Contractor to cover such a liability.
- 9.29.6 Notwithstanding anything contained to the contrary elsewhere, neither the Authority nor the Contractor shall be liable for any indirect, consequential or punitive losses/damages caused by Contractor or any person or company acting on behalf of Contractor in carrying out the Services.
- 9.29.7 **Limitation of Liability:** - Notwithstanding anything contained to the contrary elsewhere, the overall limitation of aggregate Liability for Contractor will be capped at 100% of Contract Value, regardless of the form of claim including indemnification claims.

9.28 OWNERSHIP AND RETENTION OF DOCUMENTS

- 9.30.1 The Authority shall own the Documents, prepared by or for Contractor arising out of or in connection with the Contract.
- 9.30.2 Forthwith upon expiry or earlier termination of this Contract and at any other time on demand by Authority, Contractor shall deliver Authority all documents provided by or originating from the Authority and all documents produced by or for Contractor in the course of performing the Services, unless otherwise directed in written by the Authority at no additional cost. Contractor shall not, without the prior written consent of the Authority store, copy, distribute or retain any such documents.

9.29 INFORMATION SECURITY

- 9.31.1 Contractor shall not carry any written/printed document, layout diagrams, CD, hard disk, storage tapes, other storage devices or any other goods /material proprietary to Authority into / out of any location without prior written permission from Authority.
- 9.31.2 Contractor shall not destroy any unwanted documents, defective tapes/media present at any location on their own. All such documents, tapes/media shall be handed over to the Authority.
- 9.31.3 All documentation and media at any location shall be properly identified, labelled and

numbered by Contractor. Contractor shall keep track of all such items and provide a summary report of these items to the Authority whenever asked for.

9.31.4 Access to Authority's data and systems, Internet facility by Contractor at any location shall be in accordance with the written permission of Authority by the Contractor. The Authority shall allow Contractor to use facility in a limited manner subject to availability. It is the responsibility of Contractor to prepare and equip himself in order to meet the requirements

9.31.5 Contractor shall, upon termination of this agreement for any reason, or upon demand by Authority, whichever is earliest, return any and all information provided to Contractor by Authority.

9.31.6 By virtue of the Contract, Contractor team may have access to personal information of the Authority and/or a third party. The Authority has the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the citizens that may be in the possession of Contractor team in the course of performing the Services under the Contract.

9.30 RECORDS OF CONTRACT DOCUMENTS

9.32.1 Contractor shall at all-time make and keep sufficient copies of the process manuals, operating procedures, specifications, Contract documents and any other documentation for him to fulfil his duties under the Contract.

9.32.2 Contractor shall keep on the Site at least three copies of each and every specification and Contract Document, in excess of his own requirement and those copies shall be available at all times for use by the Authority's Representative and by any other person authorized by the Authority's Representative.

9.31 CONFIDENTIALITY

9.33.1 Contractor shall not, either during the term or after expiration of this Contract, disclose any proprietary or confidential information relating to the Services/Contract and/or Authority's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents without the prior written consent of the Authority.

9.33.2 Authority reserves the right to adopt legal proceedings, civil or criminal, against Contractor in relation to a dispute arising out of breach of obligation by Contractor under this Clause.

9.33.3 Contractor shall notify the Authority promptly if it is aware of any disclosure of the

Confidential Information otherwise than as permitted by the Contract or with the authority of the Authority.

9.32 EVENTS OF DEFAULT BY CONTRACTOR

- 9.34.1 The failure on the part of Contractor to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of Contractor. The events of default are but not limited to;
- 9.34.2 Contractor has failed to perform any instructions or directives/amended directive, instructions, modification issued by the Authority which it deems proper and necessary to execute the scope of work or provide services under the Contract.
- 9.34.3 failure on the part of Contractor may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Authority;
- 9.34.4 Contractor has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Authority, despite being served with a default notice which laid down the specific deviance on the part of Contractor / Contractor's Team to comply with any stipulations or standards as laid down by the Authority; or Contractor has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the RFP and this Contract
- 9.34.5 There is a proceeding for bankruptcy, insolvency and winding up.
- 9.34.6 Contractor has failed to comply with or is in breach or contravention of any applicable laws. Where there has been an occurrence of such defaults inter alia as stated above, the Authority shall issue a notice of default to Contractor, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of twenty (20) days to enable such defaulting party to remedy the default committed.
- 9.34.7 Where despite the issuance of a default notice to Contractor by the Authority, Contractor fails to remedy the default to the satisfaction of the Authority, the Authority may, where it deems fit, issue to the defaulting party another default notice or proceed to contract termination.

9.33 SUSPENSION

- 9.35.1 On the occurrence of Contractor's default, the Authority shall be entitled, without prejudice to its other rights and remedies under this agreement including its rights of the termination hereunder, to suspend carrying out works or any part thereof in case of non-conformance of executed work or provided services. Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to Contractor and may extended up to a period not exceeding 60 (Sixty) days from date of issue of such notice.
- 9.35.2 Upon the contractor having the Contractor Default within a period not exceeding 60(Sixty) days from the date of suspension, the Authority shall revoke the suspension forthwith and restore all the rights of the contractor under this Agreement.

9.34 TERMINATION

- 9.36.1 Authority may, terminate this Contract in whole or in part by giving Contractor a prior and written notice indicating its intention to terminate the Contract under the following circumstances:
- 9.36.2 Where Authority is of the opinion that there has been such Event of Default on the part of Contractor which would make it proper and necessary to terminate this Contract and may include failure on the part of Contractor to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.
- 9.36.3 Where it comes to the Authority's attention that Contractor (or Contractor's Team) is in a position of actual conflict of interest with the interests of the Authority, in relation to any of terms of Contractor's Bid, the RFP or this Contract.
- 9.36.4 Where Contractors ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against Contractor, any failure by Contractor to pay any of its dues to its creditors, the institution of any winding up proceedings against Contractor or the happening of any such events that are averse to the commercial viability of Contractor. In the event of the happening of any events of the above nature, the Authority shall reserve the right to take any steps as are necessary, to ensure the effective transition of the sites to a successor agency, and to ensure business continuity.
- 9.36.5 **Termination for Insolvency:** The Authority may at any time terminate the Contract by giving

written notice to Contractor, without compensation to Contractor, if Contractor becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy, that are available under the contract and law, which has accrued or shall accrue thereafter to the Authority.

9.35 PAYMENT UPON TERMINATION:

- 9.37.1 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 for which the recovery shall be made from the PBG on forfeiture.
- 9.37.2 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.

9.36 CONSEQUENCE OF TERMINATION

- 9.38.1 In the event of termination of the Contract due to any cause whatsoever, whether consequent to the stipulated Term of the Contract or otherwise the Authority shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which Contractor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Authority and/or the successor agency/ service provider, as may be required, to take
- over the obligations of Contractor in relation to the execution/continued execution of the

requirements of the Contract.

9.38.2 Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of Contractor or due to the fact that the survival of Contractor as an independent corporate entity is threatened/has ceased, or due to invoke of Force Majeure or for any other reason, whatsoever, the Authority shall pay Contractor for all goods supplied and the Services rendered, under the project, up to the date of termination.

9.38.3 Nothing herein shall restrict the right of the Authority to invoke the Bank Guarantee and other Guarantees furnished hereunder and pursue such other rights and/or remedies that may be available to the Authority under law.

9.38.4 Termination hereof shall not affect any accrued right or liability of either Party or affect operation of provisions of Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

9.37 DAMAGES CLAUSE

9.39.1 In case of default in performance on the part of the agency, PSCL shall decide the damages to be imposed for such default considering the quantum and other related factors which shall be imposed on the selected bidder.

9.39.2 In case the agency fails to render the services/works as per the terms and conditions of the RFP and subsequent work order and if the services/works are not to the satisfaction of PSCL, PSCL shall be at liberty to terminate the contract.

9.38 INDEMNITY

9.40.1 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 by the successful bidder or its agents, employees or subcontractors 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 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 Work, Documentation or other Deliverables furnished by successful bidder to the contracting authority.

9.40.2 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.

9.40.3 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.

9.39 RISK MANAGEMENT

9.41.1 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

9.40 MANPOWER

9.42.1 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.

9.42.2 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.

9. FORMS & ANNEXURES

Appendix 1

Annexure 1.1: Technical bid checklist

Sl#	Checklist Items	Compliance (Yes or No)
1.	Technical Qualification Covering Letter Ref: Annexure 1.2	
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 (https://eproc.bihar.gov.in) norms (Non-Refundable) to BELTRON	
4.	Brief Profile of the Company and Contact persons Ref: Annexure 1.3	
5.	Overall Approach and Methodology. Ref: Annexure 1.8	
6.	No Conflict-of-Interest Ref: Annexure 1.6	
7.	Self-declaration that the bidder is a single business entity/ sole bidder (Letter Head of Company)	
8.	Audited statement for last 3 financial years viz. 2018-19, 2019-20 & 2020-21 Ref: Annexure 1.5	
9.	Annual Turnover certificates duly certified by the Chartered Accountant clearly specifying that the Net Worth for the last 3 financial years 2018-19, 2019-20 & 2020-21	
10.	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: Annexure 1.7	
11.	Copy of valid GST registration certificate and PAN	
12.	Self-declaration from the bidder that as on date of submission of bid, the bidder is not black-listed/debarred/terminated by any Central/State Government Organization/Department/ PSU in India. Ref: Annexure 1.4	
13.	Self-declaration that the Bidder that he already has or shall undertake to set up an office in Patna during execution of the project, if awarded, for which the bid is being submitted. (Letter Head of Company)	
14.	Power of Attorney of authorized representative as per the format at given in this RFP. Ref: Annexure 2.4 of Appendix 2	

SI#	Checklist Items	Compliance (Yes or No)
15.	Earnest Money Deposit of Rs 1,00,000/- (Rupees One Lakhs Rupees) 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 Annexure 2.3 of Appendix 2	
16.	Unconditional Performance Bank Guarantee. Ref. Annexure 2.2 of Appendix 2	
17.	Any other document, as specified in the RFP document	
18.	Character Certificate as per GoB directives .	

Annexure 1.2: Technical Qualification 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 "Empanelment of Agency for Artistic paintings in ABD area under Smart City Mission, Patna".

Ref: RFP/NIT No. Dated

Dear Sir,

With reference to your RFP for "Empanelment of Agency for Artistic paintings in ABD area under Smart City Mission 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 and Financial 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 [.....] lakhs and **Tender fee** of INR [.....]
<<Financial Instrument 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 120 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 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 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.
- (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: emailcontact no.

Thanking you,

Yours sincerely,
 (Signature of the bidder)
 (Printed Name)
 Designation
 Seal Date:
 Place:
 Business Address:

Annexure 1.3: Brief Profile of the Company and Contact persons

	Title of Contractor:
	Title of Project:Project
	Firm /Agency
	<p>State the following: Name of Firm: Legal status (sole proprietorship or partnership): Country of incorporation: Registered address:</p> <p>Year of Incorporation: Year of commencement of business: Principal place of business:</p> <p>Name, designation, address and phone numbers of authorized signatory of the Applicant:</p> <p>Name: Designation: Company: Address: Phone No.: 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? <div style="text-align: right;">Yes/No</div> 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? <div style="text-align: right;">Yes/No</div></p> <p>(iii) Has the Applicant failed to complete any work awarded to it by any public authority/ entity in last five years? <div style="text-align: right;">Yes/No</div></p> <p>(iv) Has the Applicant been blacklisted by any Government department/Public Sector Undertaking in the last five years? <div style="text-align: right;">Yes/No</div></p> <p>(v) Has the Applicant suffered bankruptcy/insolvency in the last five years? <div style="text-align: right;">Yes/No</div></p> <p>Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible for this construction assignment.</p>
	<p style="text-align: center;">(Signature, name and designation of the authorized signatory)</p> <p style="text-align: right;">For and on behalf of</p>

Annexure 1.4: Declaration of Non-Blacklisting/Debarment/Termination

[To be executed on non-judicial stamp paper of Rs. 100/- in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

Ref.

Date:

To,

.....

.....

.....

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

Dear Sir,

Subject: Self Declaration of not been blacklisted; in response to the Request for Proposal Empanelment of Agency for Artistic paintings in ABD area under Smart City Mission, Patna”

We confirm that our company/firm/organization, is currently not blacklisted/debarred/terminated except for reasons of Authority’s convenience 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 except for reasons of Authority’s convenience 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 1.5: Financial Turnover of last 3 years

The Audited statement / financial turnover of the company has to be provided last 3 financial years viz. 2018-19, 2019-20 & 2020-21 as per the following table:

Sl. No.	Audited financial statement for last 3 financial years / Annual Turnover *		
	2018- 2019	2019- 2020	2020- 2021

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

Annexure 1.6: 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. I also certify that none of my blood relatives are working in PSCL.

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 1.7: 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:

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

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 1.8: Overall Approach, Concept and Methodology

DESCRIPTION OF METHODOLOGY and Work Program

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 1.9: No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Annexure 1.10: Total Responsibility Certificate

To,
The Managing Director,
4th Floor ICCC-Cum-
PSCL Building,
SSP Office, North of
Gandhi Maidan,
800 001 Patna

Dear Sir,

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP and for the duration mentioned in the RFP.

(Authorized Signatory)

Annexure 1.11: Project Plan

Within 15 calendar days of Effective Date of the contract/ Issuance of LoI, Contractor shall submit to the designated authority for its approval a detailed Project Plan with details of the project showing the sequence, procedure and method in which it proposes to carry out the works. The Plan so submitted by Contractor shall conform to the requirements and timelines specified in the Contract. The designated authority and Contractor shall discuss and agree upon the work procedures to be followed for effective execution of the works, which Contractor intends to deploy and shall be clearly specified. The Project Plan shall include but not limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes and tool sets to be used for quality assurance, security and confidentiality practices in accordance with industry best practices, project plan and delivery schedule in accordance with the Contract. Approval by the designated authority's Representative of the Project Plan shall not relieve Contractor from any of his duties or responsibilities under the Contract.

If Contractor's work plans necessitate a disruption/ shutdown in designated authority's operation, the plan shall be mutually discussed and developed so as to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to failure of Contractor to develop/adhere such a work plan shall be to his account.

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	Activity 1										
1.1.1	Sub-Activity 1										

Note: The above activity chart is just for the purpose of illustration. Bidders are requested to provide detailed activity & phase wise timelines for executing the project with details of deliverables & milestones as per their bid.

Annexure 1.12: Format for access to or availability of credit facilities

BANK CERTIFICATE

This is to certify that M/s. _____ is a reputed Company with a good financial standing.

If the contract for the work, namely _____ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs.

_____ to meet their working capital requirements for executing the above contract during the contact period.

(Signature)

Name of Bank

Address of the Bank

Annexure 1.13: Format for Minimum Investment

UNDERTAKING

I the undersigned do hereby undertake that our firm M/s_____would invest a minimum amount up to 25% of the value of the work (exclusively for this work) during implementation of the Contract.

Authorised Signatory

Name of Firm

Date

Appendix-2

Annexure 2.1: Financial Proposal

AS per BOQ

Annexure 2.2: 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 2.3: 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 2.4: Format for Power of Attorney to Authorize Signatory

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of Rs. 1000/- 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 “Wall Paintings in ABD area under Smart City Mission, Patna” 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.

Annexure 2.5 : Certificate regarding restriction on procurement from a bidder which shares land border with India

(Letterhead of the Employer)

(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, and 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, and 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)

Annexure 2.6 : Anti- Collusion Certificate

[Certificate should be provided by Bidder on his letter head]

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for “Wall Paintings in ABD area under Smart City Mission, Patna” against the RFP issued by PSCL, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Bidder)

Name

Designation

Seal

Date:

Place:

Business Address: