



PATNA SMART CITY LIMITED



Address: 4th floor, ICCB Building, SSP Office Campus, North Gandhi Maidan Patna-800001,

Email: patnasmartcity.pscl@gmail.com

Website: smartpatna.co.in

SHORT NOTICE INVITING TENDER

2nd Call

NIT No. -11/MD/PSCL/2022-23

Patna Smart City Limited Invites Expression of Interest (EOI) for "Park Management of Adalatganj Lake on Rental basis" under Smart City Mission (SCM) in Patna" as per following timelines: -

Sl. No.	Activity	Timeline
1.	Online Download period of Tender documents (EOI)	From 03.09.2022 to 26.09.2022 (15.00 Hrs.) http://www.smartpatna.co.in
2.	Date & time of pre-bid meeting at PSCL office on 4 th Floor, ICCB Building, SSP Office Campus, North Gandhi Maidan, Patna 800001	At 14.00 Hrs. on 09.09.2022
3.	Last date and time for submission of original (hard copy) of EMD & DD (Tender fee)	Till 17.00 Hrs. on 26.09.2022
4.	Date and time of opening of Technical Bid	At 11.00 Hrs. on 27.09.2022
5.	Date and time of opening of Financial Bid	To be intimated after technical evaluation of bids.
6.	Bid Validity Period	180 days
7.	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.
8.	Earnest Money Deposit (EMD)	Rs 1,00,000/- (Rupees One Lakh only) (Refundable) in the form of Unconditional Bank Guarantee, DD of Scheduled Bank; Post Office Term Deposit/ FD/NSC to be pledged in favour of Managing Director, Patna Smart City Ltd, payable at Patna.

ज्ञापक:- /पटना स्मार्ट सिटी लिमिटेड, पटना, दिनांक- / / 2022 ई०.

निविदा के नियम, शर्तें, अर्हता, विशिष्टियाँ एवं टेंडरिंग से संबंधित विशेष जानकारी के लिए वेबसाइट <http://www.smartpatna.co.in> पर देखा जा सकता है।

For queries & clarifications, if any, send E-mail to patnasmartcity.pscl@gmail.com


Managing Director
Patna Smart City Limited

ज्ञापक:- 5200 /पटना स्मार्ट सिटी लिमिटेड, पटना, दिनांक- 31/08/2022 ई०.

प्रतिलिपि:- निदेशक, सूचना एवं जन-संपर्क विभाग को राष्ट्र/राज्य स्तरीय हिन्दी के दो समाचार पत्रों, एवं राष्ट्र स्तरीय अंग्रेजी के समाचार पत्रों में प्रकाशित करने हेतु समर्पित।


Managing Director
Patna Smart City Limited



EXPRESSION OF INTREST

“PARK MANAGEMENT OF ADALATGANJ LAKE ON RENTAL BASIS”

Tender No. NIT No. -11/MD/PSCL/2022-23

Dated: 31/08/2022

PROJECT OFFICE:

PATNA SMART CITY LIMITED

4th Floor ICCC-Cum-PSCL Building,

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

DISCLAIMER

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

PSCL reserves the right to modify, amend or supplement this EOI document including all formats and Annexures

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

The Bidders 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 Bidders 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.

Managing Director
Patna Smart City Limited (PSCL)

INDEX

SECTION I - INSTRUCTIONS TO BIDDERS.....	1
1. INTRODUCTION.....	2
1.1. BACKGROUND	2
1.2. CONTEXT OF THE BIDDING PROCESS	3
1.3. DETAILS OF THE BIDDING PROCESS	3
1.4. SCHEDULE OF BIDDING PROCESS	5
1.5. CONTACT DETAILS	5
2. DEFINITIONS AND INTERPRETATIONS.....	6
2.1. DEFINITIONS.....	6
2.2. INTERPRETATION.....	7
3. GENERAL INFORMATION AND INSTRUCTIONS.....	9
3.1. CONTENTS OF THE EOI DOCUMENT.....	9
3.2. INTRODUCTION TO EOI	9
3.3. BIDDER'S RESPONSIBILITY FOR DATA & SITES VERIFICATION	9
3.4. BIDDER'S ELIGIBILITY CRITERIA	10
3.5. NON-COMPLIANCE WITH EOI	11
3.6. COST OF BIDDING	11
3.7. VALIDITY OF BID	11
3.8. BID SECURITY (EMD).....	12
3.9. MISCELLANEOUS INSTRUCTIONS	12
4.1. BID RESPONSIVENESS.....	13
4.2. PRE-BID MEETING	13
4.3. CLARIFICATION & AMENDMENT OF EOI DOCUMENT.....	14
4.4. Conflict of Interest	14
4.5. FRAUD AND CORRUPT PRACTICES	14
4.6. REJECTION OF BIDS	15
5 BIDDING PROCESS.....	16
5.1. PROCESS OF TENDERING	16
5.2. OPENING OF TENDERS	16
6 COMMON INSTRUCTIONS.....	16
6.1. BID SUBMISSION INSTRUCTIONS.....	16
6.2. SIGNING OF BID	16
6.3. LATE BIDS	16
6.4. NO MODIFICATION OR NO WITHDRAWAL OF BIDS	16
6.5. LANGUAGE OF THE PROPOSAL	17
6.6. CURRENCY OF PROPOSAL AND PAYMENT	17
7 BID OPENING AND EVALUATION	17

7.1	BID OPENING	17
7.2	PROCESS TO BE CONFIDENTIAL	17
7.3	CLARIFICATION OF BIDS	17
7.4	EVALUATION OF BIDS	17
7.5	CORRECTION OF ERRORS	18
7.6	SUCCESSFUL BIDDER.....	18
7.7	SPECIAL CONDITION FOR SELECTION OF SUCCESSFUL BIDDER	18
7.8	WITH DRAWAL/ NON-SELECTION OF PREFERRED BIDDER	19
7.9	CONFIDENTIALITY.....	19
8	AWARD OF PROJECT/ SIGNING OF CONTRACT AGREEMENT.....	19
8.1	PSCL'S RIGHT TO REJECT ANY OR ALL BIDS.....	19
8.2	ISSUE OF LoI/LoA AFTER EVALUATION OF THE BIDS AND APPROVAL OF PSCL	19
8.3	FULFILMENT OF LoI/LoA CONDITIONS	19
8.4	SIGNING OF CONTRACT AGREEMENT	20
8.5	CONTRACT PERIOD.....	20
8.6	PRICE BID	20
	SECTION II - OPERATION & MAINTANANCE SPECIFICATIONS.....	21
1	DEVELOPMENT BRIEF	22
1.1	RESPONSIBILITIES OF THE BIDDER.....	22
1.2	SCOPE OF WORK.....	22
1.3	PROJECT LOCATION	23
2	FOOD COURT -GUIDELINES	23
2.1	Fruits and Vegetables:.....	23
2.2	Acceptable Thawing & Contaminations safe procedure.....	23
2.3	Handling rejected food.....	23
2.4	Marking of Expiry Date	23
2.5	Usage of Gloves and head covering bands	23
2.6	Utensils Used	23
2.7	Employee Policy	23
2.8	Employee Uniform.....	24
2.9	Employee Hygiene.....	24
2.10	Compliance to Municipal Corporation Norms.....	24
2.11	Illumination.....	24
2.12	Guiding Procedure	24
3	LAKE ACTIVITIES.....	24
3.1	Boating/Water Activities	24
3.2	Trampoline.....	24
3.3	Open Air Theatre	24
4	PROJECT COMPONENTS	24

4.1	COMPONENTS	25
4.2	LIGHTING	25
4.3	DUST BINS	25
4.4	FIRE FIGHTING FACILITIES.....	25
4.5	SUPPORTING FACILITIES AND AMENITIES	25
4.6	OTHER STANDARDS	25
5	MAINTENANCE AND PERFORMANCE STANDARDS	25
5.1	GENERAL.....	25
5.2	MAINTENANCE WORKS.....	26
5.3	MONTHLY PROGRESS SUBMISSION	26
5.4	PERFORMANCE STANDARDS: INTENT.....	26
5.5	OPERATION SPECIFICATION	26
5.6	MAINTENANCE PERFORMANCE STANDARDS.....	27
5.7	CLEARANCES AND SANCTIONS	27
5.8	REGULAR MONITORING & REVIEW	27
	SECTION III – CONDITIONS OF CONTRACT.....	28
1	VARIATION OF WORK.....	29
1.1	Access to the Site:.....	29
1.2	Instructions:	29
1.3	Penalties Due to shortfall in performance of Operation & Maintenance Facilities	29
2	DISPUTES	29
2.1	Procedure for Settlement of Disputes:	29
2.2	The procedure for arbitration will be as follows:.....	30
3	FORCE MAJEURE.....	30
4	TERMINATION	31
5	EXTENSION OF SERVICES	31
6	LAIBILITY INSURANCE.....	32
7	DAMAGES CLAUSE.....	32
8	INDEMNITY.....	32
9	RISK MANAGEMENT.....	33
10	MANPOWER.....	33
11	NON-DISPARAGEMENT.....	33
	SECTION III FORMATS FOR BID SUBMISSION	34

ANNEXURE 1.....	35
ANNEXURE 2.....	37
ANNEXURE 3.....	39
ANNEXURE 3A.....	40
ANNEXURE 3B.....	41
ANNEXURE 4.....	42
ANNEXURE 5.....	45
ANNEXURE 6.....	46
ANNEXURE 7.....	47
ANNEXURE 8.....	48
ANNEXURE 9.....	49
ANNEXURE 10.....	50
ANNEXURE 11.....	51
ANNEXURE 12.....	52
ANNEXURE 13.....	53
ANNEXURE 14.....	55
ANNEXURE 15.....	58

SECTION I - INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

1.1. BACKGROUND

- 1.1.1 PSCL has decided to select a reputed operator for park management of Adalatganj Lake on rental basis. It is a model in which private player is responsible to operate, maintain and transfer back the facility to PSCL. PSCL will allow private sector players to collect revenue from the users and give a rental value to PSCL.
- 1.1.2 Adalatganj Lake is located at Amaranth Road connecting Veerchand Patel Path to Budh Marg. Key plan of the site and photographs are attached in Annexure-15.
- 1.1.3 At present Adalatganj lake has the capacity to handle about 1000 people's footfall a day consisting of a walkway path, musical light & fountain show with laser facility, two Food Kiosk with 50 people outdoor sitting capacity, one Trampoline for children under 14-year age group, five pedal boats and one Zorbing Ball with 4 children capacity and separate toilet facilities. Details of the park along with necessary plans and present images are attached in Annexure-15 for ready reference of the bidder.
- 1.1.4 In pursuance of the above, PSCL has decided to carry out the process for selection of Agency for park management of the Adalatganj Lake for the Term of initial one year and maximum 3 years based on performance through a competitive bidding/ open tender process. The service provider/bidder will manage the park through operation of the 2 Nos. Food Kiosk, collect revenue from entry tickets, boating tickets, Trampoline, Zorbing ball, Parking, advertising and other facilities if added in future. The operator will be liable to provide manpower for all related services of park & its allied activities as per the standard industries practices.
- 1.1.5 The Authority will fix the charges of Entry tickets, parking, sports, amenities etc. in consultation with successful bidder and will regulate as per requirement. The operator will collect the charges as per the rates prescribed. The operator will be responsible for entry and sales of tickets. In no event operator will overcharge the user for any of the park facility. If operator is found defaulting this condition than PSCL will be entitled to recover twice the amount of operator overcharged discovered and if the operator commit the overcharge default for more than 3 times during the tenure of this agreement, then the PSCL will have the authority to terminate this agreement and forfeited the performance bank guarantee. The S. No. of tickets has to be approved from PSCL authorities before printing. The charges of food item at Kiosk should not exceed the MRP.
- 1.1.6 The scope of work of the project shall broadly include management, operation, and maintenance of Adalatganj Lake as per norms and guidelines provided in this EOI
- 1.1.7 The prospective bidder shall be a proprietorship firm/ partnership firm, NGO, Society, or a company incorporated under the companies act 1956/2013.
- 1.1.8 Submission of the bid by a bidder will be an acknowledgement by the bidder that it is relying upon its own investigation and has satisfied itself off the title, ownership, physical condition of Adalatganj Lake and the assets lying therein.

- 1.1.9 It is agreed that in case the Operator/successful bidder requires any statutory approvals, it shall procure it in the name of PSCL and PSCL shall facilitate the operators in this regard. Further all the operational licenses to be obtained from respective government departments, shall be obtained by the successful bidder at its own cost, in its own name, for entire term of 3 (three) years or until the termination of the lease agreement.
- 1.1.10 The lease agreement shall set forth the detailed terms and conditions for the award of the project to the successful bidder, including the scope of the successful bidders’ services and obligations to be undertaken by it. At the end of tenure of this agreement, the operator will be liable to transfer all movable & immovable assets in best working conditions to PSCL without any liability incumbrancers.

1.2. CONTEXT OF THE BIDDING PROCESS

- 1.2.1 “PSCL” has decided to implement the Project for Park Management of Adalatganj Lake on rental basis in accordance with operational & maintenance Guidelines specified in the EOI Document.
- 1.2.2 Bidders (the "**Bidder**", which expression shall, unless repugnant to the context, include the Members of the Consortium) shall be selected through an open competitive bidding process in accordance with the procedure set out in the Bidding Documents.
- 1.2.3 The Successful Bidder shall be responsible for operation and maintenance of Adalatganj Lake in accordance with the provisions of this EOI.
- 1.2.4 For the purpose of bidding consortium of maximum of two members are allowed. The consortium can jointly fulfill the conditions set out in this EOI. However, the lead member will be responsible to fulfill the financial eligibility criteria and will have to submit bid document fee/ tender processing fee/ bid security.
- 1.2.5 The statements and explanations contained in this EOI are intended to provide a proper understanding to the Bidders about the subject matter of this EOI and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Contract Agreement or PSCL’s rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this EOI or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this EOI are to be noted, interpreted, and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by PSCL.

1.3. DETAILS OF THE BIDDING PROCESS

- 1.3.1 A single stage process (referred to as the "Bidding Process") has been adopted for selecting Bidders for the award of the Project. This stage shall comprise of two envelopes, envelope 1: Technical Proposal, and envelope 2: Commercial proposal.
- 1.3.2 The Bidder shall pay to PSCL a sum of Rs 10,000 (Rupees Ten Thousands only) in the form of a demand draft in favor of “**Patna Smart City Limited**” payable at Patna, shall be submitted along with the Bid towards **bid document fee (“Bid Document Fee”)**.

- 1.3.3 The bidder shall submit the bank guarantee of 1,00,000 (Rupees One Lakh only) to PSCL as Bid Security. The Bid Security will be in the form of unconditional Bank Guarantee, DD of Scheduled Bank; FD/NSC to be pledged in favour of Managing Director, Patna Smart City Ltd, payable at Patna.
- 1.3.4 The bids not having bid document fee/ bid security will be considered as non-responsive bid.
- 1.3.5 As part of the Bidding Process, the Bidders are being called upon to submit their Bids in accordance with the terms specified in the Bidding Documents. The Bid shall be valid for a period of not less than 180 days from the Bid Due Date.
- 1.3.6 The Bidding Documents include this EOI and any addendum issued subsequent to this EOI document, will be deemed to form part of the Bidding Documents.
- 1.3.7 Under envelope 1 (the “**Technical Proposal**”), the Bidders would be required to furnish all the information specified in this EOI. Only those Bidders that are qualified in conformance with the minimum eligibility conditions mentioned in this EOI and are found complying to the conditions laid down in this document, shall be eligible for evaluation of their Commercial Proposals.
- 1.3.8 Under envelope 2 (the “**Commercial Proposal**”), the Bids will be evaluated as per the process detailed in this EOI document. The evaluation shall be on the basis of the quoted Quarterly fees by the Bidder, in the Commercial Proposal, which is payable by the Concessionaire to PSCL. A ranked list, in descending order of the quoted Quarterly fees, shall be prepared based on the results of evaluation. The top 3 (three) ranked Bidders shall be retained till the selection of Successful Bidder. [The Bidder quoting the highest Quarterly fees shall be called “**Successful Bidder**”.]

Subsequent to the identification of the Successful Bidder, the Letter of Intent (LoI) would be issued to the Successful Bidder by PSCL. Within 7 (seven) days from the date of issue of the LoI, the Successful Bidder shall send an acknowledgement agreeing to comply with the conditions set out therein and for the execution set out in EOI. PSCL will promptly notify other Bidders that their Commercial Proposals have been unsuccessful, and their Bid Security shall be returned within 30 (thirty) days, without interest, of the signing of the Contract Agreement with the Successful Bidder. The Successful Bidder shall have to enter into the Contract Agreement with PSCL within 30 (Thirty) days from the date of issue of the LoI/LoA.

- 1.3.9 The Operator/ Successful Bidder shall, within fifteen (15) days of award of contract need to provide a Performance Security deposit. Performance Security Deposit would be for an amount of 10% (ten percent) of the total value of awarded contract which will be calculated as follows:

Performance Security Amount = 10% of {(Quoted Quartly Value by the successful bidder) X 4 X 3}

Where, 4 stands for no. of quarter in one year

3 stands for no. of years to be awarded for O&M.

Performance security may be furnished in the form of an account payee Demand Draft/Fixed deposit receipt from a commercial bank/Bank Guarantee from a Commercial bank in favour of Managing Director, Patna Smart City Ltd., payable at Patna. It should be valid up to 30 days after contract period.

Failure of the Successful Bidder to comply with the requirements mentioned in the above paragraph shall constitute sufficient grounds for the annulment of the LoI/LoA, and forfeiture of the Bid Security.

In such an event, PSCL reserves the right to:

- i. Either invite the next best Bidder to match the Bid submitted by the Successful Bidder; OR
- ii. Call for fresh Bids from the remaining Bidders; OR
- iii. Take any such measure as may be deemed fit in the sole discretion of PSCL, including annulment of the Bidding Process.

1.3.10 Any queries or request for additional information concerning this EOI shall be submitted in writing or by fax and e-mail to the officer designated in Clause 1.5 below. The Bidders are required to submit their queries on this EOI by the pre-bid date. The envelopes/communications shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: **“Park Management of Adalatganj Lake on rental basis”**”.

1.4. SCHEDULE OF BIDDING PROCESS

PSCL shall endeavor to adhere to the following schedule:

- i. Publication of EOI: 03:09.2022
- ii. Pre-Bid Meeting: At 14.00 Hrs. on 09.09.2022
- iii. Submission of Completed EOI: Till 17.00 Hrs. on 26.09.2022
- iv. Opening of Technical Bid: At 11.00 Hrs. on 27.09.2022
- v. Opening of Financial Bid: To be intimated after technical evaluation of bids.

1.5. CONTACT DETAILS

Managing Director
Patna Smart City Limited
4th floor, ICCB Building
SSP Office Campus, North Gandhi Maidan
Patna-800001, Bihar.

2. DEFINITIONS AND INTERPRETATIONS

2.1. DEFINITIONS

- 2.1.1 **“Agreement” or Contract Agreement or Lease Agreement**” shall mean the Contract Agreement entered among PSCL, and the Preferred Bidder.
- 2.1.2 **“Quarterly Fees”** shall mean the fee as quoted by the bidder in its Commercial Proposal and accepted by PSCL which is payable as per the provisions of the EOI document. For avoidance of doubt the Quarterly Fees is excluding pay for the Statutory Advertisement tax / charges to Patna Municipal Corporation or any other Department as per the applicable charges and revised from time to time during the Authorization Period.
- 2.1.3 **“PSCL”** shall mean the Patna Smart City Limited.
- 2.1.4 **“Authorize”/ “Developer”** shall mean the selected Preferred Bidder selected and nominated by the “PSCL” to implement the Project on the terms and conditions stipulated in the Contract Agreement.
- 2.1.5 **“Bid or Detailed Bid or Proposal”** shall mean each Bid (one per project) submitted by the Bidder for any or all of the three projects, in response to this EOI including clarifications and/or amendments to EOI, if any.
- 2.1.6 **“Bid Security”** shall mean the security furnished by the Bidder in the form of Demand Draft, as stipulated in the EOI document.
- 2.1.7 **“Bidder”** shall mean who has responded to the EOI and submitted his Bid in response to the EOI.
- 2.1.8 **“Bid Evaluation Committee”** shall mean the committee constituted by the PSCL for evaluating the Bids.
- 2.1.9 **“Compliance Date”** shall be as defined in the Draft Contract Agreement.
- 2.1.10 **“Commercial Operation Date” or “COD”** means the date upon which the authorize commences commercial operations of the Project.
- 2.1.11 **“Commercial Proposal” or “Price Bid”** shall have the meaning as set forth in the EOI document.
- 2.1.12 **“Concession Period” or “Authorization Period”** shall mean 3 years’ license period starting ~~fm~~ the date of “Signing of the Contract Agreement” provided to the authorize for project implementation.
- 2.1.13 **“Due Date”** shall mean the last date for submission/receipt of the Bid, as mentioned in the EOI document.
- 2.1.14 **“Firm”** shall mean a single legal entity, which is a Registered Body.
- 2.1.15 **“Grantor”** shall mean PSCL.

- 2.1.16 **“Lenders”** shall mean any person(s)/ firm(s) based in India or abroad providing financial assistance, loans, funds, or other credit facilities to the Authorize under any financing agreements for the project.
- 2.1.17 **“Letter of Intent” or “LoI”** shall mean the letter to be issued by PSCL to the Preferred Bidder conveying intention of award of the Project/Authorization, in accordance with the terms of this EOI.
- 2.1.18 **“Minimum Development Obligations”** shall mean the Minimum Development Requirements to be met by the Preferred Bidder /Authorize in implementation of each of the Projects; the details of the Minimum Development Obligations are given in the EOI.
- 2.1.19 **“Operations Period”** means the period commencing from COD and ending on the expiry or prior termination of this Agreement Period;
- 2.1.20 **“Preferred Bidder” or Successful Bidder** shall mean the Bidder, whose Bid is declared as the Bid with the highest Quarterly Fees quoted as a result of the Bid evaluation process as set forth in this EOI document.
- 2.1.21 **“Project Cost”** shall mean the estimated total landed cost of each Project. The components would include the costs incurred for carrying out the O&M of Project related activities.
- 2.1.22 **“Project”** means, Operation & Maintenance of Adalatganj Lake on OMT basis subject to the provisions of this EOI and Agreement, (i) financing, marketing, management, operation and maintenance and commercial use of the Project facilities, execution of the works and all activities incidental thereto, such as engineering, testing, commissioning and insurance etc., by the Authorize during the Authorization Period; and (ii) the transfer of the Project/Project Facilities by the Authorizeto Grantor or its nominated operator at the end of the Authorization Period by efflux of time or prior termination;
- 2.1.23 **“Project Agreement”** shall mean Contract Agreement and any other legal documents as mutually agreed to between the PSCL and the Preferred Bidder, necessary for implementing the Project.
- 2.1.24 **“Request for Proposal or EOI”** shall mean the Bid documents comprising Section I to IV and addendum if any.
- 2.1.25 **“Taxes and Duties”** shall mean all taxes, duties, fees, charges, cess, levies, etc. payable as per applicable laws in connection with the development, operation, and management of the Project.
- 2.1.26 **“Technical Criteria” or “Criteria”** shall mean the criteria stipulated in the EOI, which is required to be complied by the Bidder based on his Technical Bid to become eligible for opening and evaluation of his Price Bid.

2.2. INTERPRETATION

In the interpretation of this EOI, unless the context otherwise requires:

1. The singular of any defined term includes the plural and *vice versa*, and any word or expression defined in the singular has the corresponding meaning used in the plural and *vice versa*;
2. Reference to any gender includes the other gender.

3. Unless otherwise stated, a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital is a reference to a Clause, Sub-Clause, Paragraph, Subparagraph, Annex, Exhibit, Attachment, Schedule or Recital of this EOI;
4. A reference to any agreement is a reference to that agreement and all annexes, attachments, exhibits, schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended, from time to time, in accordance with the terms thereof;
5. The terms “include” and “including” shall be deemed to be followed by the words “without limitation”, whether or not so followed;
6. Any reference to a person shall include such person’s successors and permitted assignees;
7. A reference to a “writing” or “written” includes printing, typing, lithography and other means of reproducing words in a visible form;
8. Any date or period set forth in this EOI shall be such date or period as may be extended pursuant to the terms of this EOI;
9. A reference to “month” shall mean a calendar month, a reference to “week” shall mean a calendar week and a reference to “day” shall mean a calendar day, unless otherwise specified.
10. The terms "hereof", "herein", "hereto", "hereunder" or similar expressions used in this EOI mean and refer to this EOI and not to any particular Article, Clause or Section of this EOI. The terms "Article", "Clause", “Paragraph” and “Schedule” mean and refer to the Article, Clause, Paragraph and Schedule of this EOI so specified;
11. In the case of any conflict, discrepancy or repugnancy between the provisions of EOI documents, provisions of the Contract Agreement shall prevail over and supersede the provisions of other documents.
12. The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content thereof and shall not be used to interpret the provisions of this Agreement;
13. All capitalized words and expressions used in the EOI but not defined therein shall have the same meaning as ascribed to them in the Agreement.

3. GENERAL INFORMATION AND INSTRUCTIONS

3.1. CONTENTS OF THE EOI DOCUMENT

The EOI documents are those stated below and should be read in conjunction with any Addenda issued.

Section I: Instruction to Bidders

Section II: Operation & Maintenance Specification

Section III: Formats for Bids Submission (Appendices)

Section IV: Commercial Offer

Draft Contract Agreement is also published with the EOI for ease of Bidders reference.

3.2. INTRODUCTION TO EOI

- 3.2.1 This section should be read in conjunction with other sections of EOI. The words and expressions, which are defined in this Section of EOI i.e. Instructions to Bidders (ITB), have the same meaning when used in the other Sections of EOI, unless separately defined.
- 3.2.2 The ITB sets out the bidding procedure and provides necessary details for the Bidders to prepare their Bid/s for the subject Project/s. The prescribed formats for submission of Bids are as per the Section-III of the EOI.
- 3.2.3 The Bidders are advised to submit their Bids complying with the requirements stipulated in the EOI document. The Bids may be rendered disqualified in case of receipt of incomplete Bids and/or the information is not submitted as per the prescribed formats.

3.3. BIDDER'S RESPONSIBILITY FOR DATA & SITES VERIFICATION

- 3.3.1 While preparing the Bid, the Bidder shall consider the information provided in this EOI in totality and is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of the EOI will be at the Bidder's own risk and may lead to disqualification of the bid as being nonresponsive.
- 3.3.2 The technical details given in Section II of EOI are based on the site status and assumptions of PSCL or its Advisors. However, the Bidders shall be wholly responsible for all the details of their Bids, the physical and site conditions, etc. In essence, after the Bid is submitted, the Bidder shall be the 'owner' of all the data, which forms the basis of the Bid and shall have no claims whatsoever on PSCL or its agencies or its Advisors regarding the accuracy of the data, information, etc. furnished in the EOI.
- 3.3.3 It would be deemed that prior to the submission of the Proposal, the Bidder has:
 - a. Made a complete and careful examination of requirements and other information set forth in this EOI document
 - b. Examined all the relevant information as it has received from PSCL in respect of the project/s

- c. Made a complete and careful examination to determine the difficulties and matters incidental to the performance of its obligations under the Contract Agreement, including but not limited to:
 - i. The Project Site
 - ii. All other matters that might affect its performance under the Contract Agreement

Bidders shall carry out any surveys, investigations etc. at their own cost and risk.

3.4. BIDDER’S ELIGIBILITY CRITERIA

3.4.1 Minimum Eligibility Criteria

Bidder has to fulfill Minimum Eligibility criteria. Bidders who comply minimum eligibility criteria will be checked for Technical & Financial Eligibility Criteria, bidders not complying minimum eligibility criteria will be disqualified. Table for Minimum Eligibility criteria is as given in table below:

Table: Minimum Eligibility

S.No.	Criterion	Documentary Evidence Required
1	Bidder should be a sole proprietorship/ Company/ Partnership firm/NGO/Society entity registered.	Enclose copy of Certificate of Incorporation/ Registration for companies registered under companies act or relevant NGO certificate along with copy of PAN card & GST registration certificate.
2	The Bidder must have a valid FSSAI License & GST.	Copies of license/ registration enclosed with Bid.
3	The Bidder should not have been debarred / blacklisted by any State Government / Central Government / PSU/ Government authority in India for any reason.	Enclose non-blacklisting/ non-debarring declaration. In case of consortium either lead member has to submit on the behalf of consortium or both consortium members can submit undertaking individually.
4	The Bidder should be an Indian firm with an average annual turnover should be Rs. 1 Cr. (Rupees One Crore) during the last three (3) financial years viz. 2018-19, 2019-20 and 2020-21.	Audited Financial statement for the last three (3) financial years viz. 2018-19, 2019-20 and 2020-21. (In case of consortium, the second party apart from lead partner should fill 30% of turnover requirement.)
5	The Bidder should have experience of running Food Plaza or Public Park or resort or Hotel as an O&M Operator continuously for (3) year.	Enclose proof of O&M of Food Plaza or Public Park or resort or Hotel as an O&M Operator.

Bidders compliance with the above eligibility criteria will be qualified for the test of Technical & financial openings as detailed below.

Table: Technical & Financial Eligibility Criteria

S.No.	Criterion	Documentary Evidence Required
1	<p>Bidder must have, in the last 5 (five) years ending last day of month previous to the one in which bids are invited must have satisfactory O&M experience of:</p> <p>One similar facility having project cost of more than 2 Cr. OR Two similar facilities having project cost of more than 1 Cr. OR Three similar facilities having project cost of more than 0.67 Cr.</p> <p>Similar facilities means Operation & Maintenance of Lake/Pond or Resort or Hotel or Waterpark or Public park</p>	<p>Provide relevant necessary documents establishing the fulfillment of the criteria.</p>
2	<p>Bidder must have:</p> <ol style="list-style-type: none"> Positive Net Worth in the last three Financial Year preceding Bid Submission Date Achieved Average Annual turnover of more than 1 Cr. from O&M business of similar facilities in the last three Financial Year preceding Bid Submission Date. Access to line(s) of credit and availability of other financial resources facilities for not less than Rs. 1 Cr., 	<p>Statutory auditor certificate certifying positive net worth in the last financial years and annual turnover from O&M of similar facilities.</p> <p>Certificate of availability of credit of more than one crore from reputed nationalised bank having its operational branch in Patna city. Certificate should note be older than three months from the date of submission.</p> <p>In case of consortium the lead member shall fulfil these criteria.</p>

3.5. NON-COMPLIANCE WITH EOI

PSCL reserves the right to terminate a Bidder’s participation in the bidding process at any time, should PSCL consider that a Bidder has, without the prior consent, failed to comply with the procedures and requirements prescribed in the EOI.

3.6. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including site visits, field investigations, data collection, analysis, etc. as also any discussions/negotiations. PSCL shall not be responsible or liable for any such costs.

3.7. VALIDITY OF BID

- 3.7.1 The Bids submitted shall remain valid for 180 days from the Due Date of submission.
- 3.7.2 In exceptional circumstances, prior to the expiry of the original Bid validity period, PSCL may request the Bidders to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. Bidder will not be permitted to modify their Commercial Proposal but will be required to extend the validity of the Bid Security for the period of extension.

3.8. BID SECURITY (EMD)

- 3.8.1 The Bidder shall furnish, along with the Bid, Bid Security (EMD) of Rs. 1,00,000/- (Rupees one Lakh) only for this EOI, in the form of unconditional Bank Guarantee; DD of Scheduled Bank; FD/NSC to be pledged in, in favor of ‘Managing Director.’ Patna Smart City Ltd. 4Th Floor, ICCCL Building, SSP office campus, North Gandhi Maidan, Patna - 800001. from any Nationalized/ Scheduled Bank having its branch at Patna.
- 3.8.2 Any Bid not accompanied by the Bid Security in the manner stated above shall be rejected by PSCL as non-responsiveness and their Bids shall not be opened for evaluation.
- 3.8.3 The Bid Security of unsuccessful Bidders will be returned within 30 days of signing of Contract Agreement with the Preferred Bidder.
- 3.8.4 The Bid Security shall be extended beyond the original validity period in case the signing of Contract Agreement is delayed due to any reason.
- 3.8.5 The Bid Security shall become liable for forfeiture in the event of the following:
- If the Bidder refuses to accept the correction of errors in his Bid, or
 - If the Bidder submits a conditional Bid which would affect unfairly the competitive provision of other Bidders who submitted substantially responsive Bids and/or is not accepted by PSCL, or
 - The Preferred Bidder fails to sign the Contract Agreement as stipulated in the EOI, or
 - If the Preferred Bidder fails to pay the Authorization Premium and/or fails to provide the Performance Security as per the terms and conditions specified in the EOI within the stipulated time period as specified in the EOI.

3.9. MISCELLANEOUS INSTRUCTIONS

- 3.9.1 PSCL reserves the right to disqualify Bidders at any stage of the bidding process if the details submitted are found to be incorrect or untrue.
- 3.9.2 Bids that are incomplete in any respect or those that are not consistent with the requirements as specified in this EOI might be considered nonresponsive and may be liable for rejection.
- 3.9.3 Adherence to formats, wherever prescribed, is required. Non-adherence to formats might be a ground for declaring a Bid non-responsive.
- 3.9.4 All communication and information shall be provided in writing and in English or Hindi language only.
- 3.9.5 All financial data shall be given (converted) in Indian Rupees only. The conversion ratio has to be specified clearly.
- 3.9.6 All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.

- 3.9.7 No change in, or supplementary information to a Bid shall be accepted once submitted. However, PSCL or any of its advisors/ agencies/ consultants reserves the right to seek additional information and/ or clarifications from the Bidders, if found necessary, during the course of evaluation of the Bid. Non-submission, incomplete submission or delayed submission of such additional information and/ or clarifications sought by PSCL or any of its agencies/consultants may be a ground for rejecting the Bid.
- 3.9.8 If any claim made or information provided by the Bidder in the Bid or any information provided by the Bidder in response to any subsequent query by PSCL or any of its agencies/consultants/advisors, is found to be incorrect or is a material misrepresentation of facts, then the Bid shall be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of PSCL or any of its advisors/ agencies/consultants and if PSCL or any of its advisors/ agencies/ consultants is adequately satisfied.

4.1. BID RESPONSIVENESS

- 4.1.1 A Bid shall be deemed “non-responsive” if it does not satisfy any of the following conditions:
- i. It is not received by the Due Date and time
 - ii. It does not include sufficient information/ details for it to be evaluated and/or is not in the formats specified in this EOI.
 - iii. It is not signed and/or sealed in the manner as specified in this EOI.
 - iv. The Bid Document Fee is not submitted by the bidder along with the Bid or submitted in any other form other than that prescribed in the EOI.
 - v. The Bid Security is not submitted by the Bidder along with the bid or submitted in any other form other than that prescribed in the EOI.
 - vi. Declaration for non-blacklisting/debarring is not submitted
- 4.1.2 Non-responsive Bids shall be liable for rejection at any stage during the Bid-evaluation process and the decision of PSCL in this regard is final and binding.

4.2 PRE-BID MEETING

- 4.2.1 A pre-bid meeting will be held on the 09/09/2022 date at 2:00 PM in 4th Floor conference hall, ICCC cum PSCL Building, SSP Office Campus, North Gandhi Maidan Patna-20. The bidder will be required to submit their pre bid queries one day prior to pre bid conference date via email Patnasmartcity.PSCL@gmail.com/ post at 4th Floor conference hall, ICCC cum PSCL Building, SSP Office Campus, North Gandhi Maidan Patna-20 addressed to Managing Director.
- 4.2.2 The purpose of the pre-bid conference will be to clarify queries of the Bidders related to the Project and Project site and EOI document, if any.
- 4.2.3 Minutes of the pre-bid conference will be placed in the website of PSCL which will subsequently form an addendum to this EOI, as required.

4.3 CLARIFICATION & AMENDMENT OF EOI DOCUMENT

- 4.3.1 Bidder requiring any clarification on the EOI document shall request PSCL office in writing or by e-mail or facsimile (any reference to either E-mail or facsimile shall be interpreted to include the other) at the address indicated in the EOI. PSCL will respond to any request for clarification, which is received before two working days from the Pre-Bid Meeting to enable other Bidders to react/incorporate prior to the DueDate. Copies of response given by PSCL will be placed in the websites of PSCL, including a description of the query, but without identifying its source.
- 4.3.2 The Bidders shall note that reliance upon information/ clarification that is provided by any other source shall be at the risk of the Bidders.
- 4.3.3 At any time prior to the Due Date, PSCL may amend the EOI document by issuing an addendum.
- 4.3.4 Any addendum thus issued shall be part of the EOI document and shall be communicated by e-mail to all the Bidders who have attended the Pre-Bid Conference and shall be published in PSCL website.

4.4 Conflict of Interest

- 4.4.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the work (the “Conflict of Interest”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.
- 4.4.2 The Authority requires that the bidders / contractors observe the highest standard of ethics during the procurement and execution of such contracts and at all times hold the Authority’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency 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 the Authority

4.5 FRAUD AND CORRUPT PRACTICES

- 4.5.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LoI/LoA and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LoI/LoA or the Contract Agreement, PSCL shall reject a Bid, withdraw the LoI/LoA, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Authorize, as the case may be, if it determines that the Bidder or Authorize, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, PSCL shall forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

- 4.5.2 Without prejudice to the rights of the PSCL under Clause hereinabove and the rights and remedies which the PSCL may have under the LOI or the Contract Agreement, if a Bidder or Authorize, as the case may be, 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 Bidding Process, or after the issue of the LoI/LoA or the execution of the Contract Agreement, such Bidder or Authorize shall not be eligible to participate in any tender or EOI issued by the PSCL during a period of 5 (five) years from the date such Bidder or Authorize, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.5.3 For the purposes of this Clause, 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 actions of any person connected with the Bidding 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 Bidding Process or the LoI/LoA or has dealt with matters concerning the Contract 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 the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoI/LoA or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoI/LoA or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;
 - c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
 - d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding 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 Bidding Process.

4.6 REJECTION OF BIDS

- 4.6.1 PSCL reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever. It is not obligatory for PSCL to accept any Bid or to give any reasons for their decision.
- 4.6.2 PSCL reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

5 BIDDING PROCESS

5.1 PROCESS OF TENDERING

The tender process will be through Advertised tender.

5.2 OPENING OF TENDERS

- 5.2.1 The bidders shall submit both the Technical & Financial bid as per Cl. 1.3 of Instructions to Bidders.
- 5.2.2 The Technical bid shall be opened on date as per Cl. 1.4 of ITB.
- 5.2.3 The Financial bid will be opened for only those bidders who have qualified in the technical bid. The date of opening of Price bid document shall be intimated to the respective qualified bidders later.
- 5.2.4 The evaluation of Bids would lead to the selection of a Successful Bidder.
- 5.2.5 The Bidders will have to provide Bid Security to the Authority as per the Bid Summary (clause 2 of section 1 of this EOI). The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 5.2.6 Generally, the Selected Bidder/s shall be the highest (H1) Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 7.8, section 1 of this EOI, be invited to match the Bid submitted by the highest (H1) Bidder, in case such highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder, the Authority may, in its discretion, invite fresh Bids from all Bidders or annul the Bidding Process, as the case may be.

6 COMMON INSTRUCTIONS

6.1 BID SUBMISSION INSTRUCTIONS

The Bid must be submitted no later than the date specified in the ‘Schedule of Bidding Process’ as per mentioned above in the EOI.

6.2 SIGNING OF BID

The Authorized Signatory shall sign or initial each page of the Bid documents along with the stamp of the bidding firm/Lead Member and return the same. They should also sign & stamp each page of the EOI (including the Draft Contract Agreement) issued & return the same along with bid to PSCL.

6.3 LATE BIDS

The Bid received after the deadline for its submission will not be considered. It is the Bidder’s responsibility to ensure that the Bids are submitted through e-procurement portal before the Due Date and Time.

6.4 NO MODIFICATION OR NO WITHDRAWAL OF BIDS

The Bidders are neither allowed to make any modifications to the Bid submitted nor withdraw the Bid at any point of time after submission.

6.5 LANGUAGE OF THE PROPOSAL

The Proposal and related documents to the Proposal and all correspondence exchanged between Bidder(s) and PSCL shall be written in English. Supporting documents and printed literature furnished by the Bidder(s) in another language provided they are accompanied with accurate translation of the relevant passages in the English language. Supporting materials, which are not translated into English, will not be considered. For the purpose of interpretation and evaluation of the proposal, the English language translation shall prevail.

6.6 CURRENCY OF PROPOSAL AND PAYMENT

The currency for the purpose of this EOI shall be Indian Rupees

7 BID OPENING AND EVALUATION

7.1 BID OPENING

7.1.1 The Technical Proposal will be opened on:

- Date & Time: At 11.00 Hrs. on 27.09.2022

7.1.2 The Commercial Proposal of the Bidders who qualify in the evaluation of Technical Proposals only would be opened.

7.2 PROCESS TO BE CONFIDENTIAL

7.2.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to the Bidders or any other persons not officially concerned with such process until the process is completed and issue of the LoI/LoA to the Preferred Bidder has been announced.

7.3 CLARIFICATION OF BIDS

7.3.1 To assist in the examination, evaluation, and comparison of Bids, PSCL may, at its discretion, ask any Bidder for information/ clarification/ substantiation.

7.3.2 In addition, PSCL may utilize services of any other consultants/advisors/ experts to assist in the examination, evaluation and comparison of Bids.

7.3.3 However, clarifications if any required from Bidder, shall be in written form and will be communicated to Bidder by PSCL.

7.4 EVALUATION OF BIDS

7.4.1 Evaluation of Technical Bid

- a. Process: PSCL may constitute a committee for the purpose of Bid Evaluation. The submissions of the Technical Bid would be evaluated to check its' substantial compliance with the stipulated requirements. If the submission is not in substantial compliance or not in the prescribed format, the submission will be rejected, and the Bidder will be eliminated from further evaluation process. The right to determine the 'substantial compliance' or otherwise will rest solely with PSCL and no correspondence and/or representation towards this will be entertained. A Technical Proposal that is in substantial compliance is one that is accompanied by the required documents in the prescribed format that conforms to the requirements without material deviation or reservation (i.e. which affects in any substantial way the scope, obligations, quality, specifications, standards, rules, controls and performance of the Project).

- b. Cause for Rejection: The required information shall be provided in “reasonable detail” and in the prescribed formats. For purposes here, ‘reasonable detail’ means that, the submissions in the Technical Bid generally meet the requirements and if needbe, by having communication with the Bidder, the same can be clarified. The determination of whether the information has been provided in ‘reasonable detail’ rests solely with PSCL.
- c. PSCL may discuss, request clarifications/ substantiation/additional information and require meeting with the Bidders or presentation by the Bidders on their Technical Proposals. The Bidder shall provide clarifications/ substantiation/additional information, as requested within a period of one week.
- d. The evaluation of the Technical Bid is summarized as below:

S.No	Criteria Result	Result
1	Submission of Bid document fee / Tender Processing fee / Bid security.	Yes/ No
2	Fulfillment of minimum eligibility criteria	Yes/No
3.	Fulfillment of technical & financial eligibility criteria.	Yes/No

- e. If the answer to any of the above three results is ‘No’ the Bid shall be non- qualifying and will not be considered for financial openings.

7.4.2 Evaluation of Commercial Proposal:

For evaluation of the Price Bid, the Quarterly Fees quoted by the bidder, which the bidder will pay to the PSCL authority in view of O&M and revenue collection of Adalatganj Lake will be taken into consideration for financial evaluation. The sole criteria for commercial will be the Highest Quarterly Fees quoted in the prescribed format. The minimum price bid is fixed for Rs. 4 lakh per quarter, as bidder has to bid over and above this value for getting selected. Any financial bid below this value will be rejected.

7.5 CORRECTION OF ERRORS

Bid determined to be substantially responsive will be checked for any arithmetic errors. Wherever there is discrepancy between the amounts in figures and in words, the highest amount will be considered; and

- a. The corrections made by PSCL, as explained above, shall be considered as binding upon the Bidder.
- b. If the Bidder does not accept the corrections in the Bid, the Bid may be summarily rejected, and Bid Security may be forfeited.

7.6 SUCCESSFUL BIDDER

As per the evaluation of the Commercial Proposals, the Bidder, who quotes the “Highest Quarterly fees”, will be declared as the “Successful Bidder”.

7.7 SPECIAL CONDITION FOR SELECTION OF SUCCESSFUL BIDDER

In the event of two or more Bidders quotes the same “Highest Quarterly Fees”, PSCL may:

1. Call all such Bidders for negotiations/re-submission of the Price Bids (limited to only such Bidders) and select the Preferred Bidder based on the outcome of the negotiations/ re-submission of the Price Bids or
2. Take any such measure as may be deemed fit at the sole discretion of PSCL.

7.8 WITH DRAWAL/ NON-SELECTION OF PREFERRED BIDDER

In the event that the Highest (preferred) Bidder (H1) withdraws or is not selected for any reason in the first instance (the “first round of bidding”), the Authority may invite the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid highest Bidder (the “second round of bidding”). If in the second round of bidding, only one Bidder matches the highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fourth highest Bidders in the first round of bidding offer to match the said highest Bidder in the second round of bidding, then the said third highest bidder shall be the Selected Bidder.

7.9 CONFIDENTIALITY

The confidentiality of the Technical Proposal of each Bidder will be respected by PSCL and will not be divulged unless required by operation of law. The contents of the Technical Bids and any other non-proprietary information, of the Preferred Bidder may be made public at the sole discretion of PSCL.

8 AWARD OF PROJECT/ SIGNING OF CONTRACT AGREEMENT

8.1 PSCL’S RIGHT TO REJECT ANY OR ALL BIDS

PSCL reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to the award of Authorization, without thereby incurring any liability to the affected Bidder or Bidders and /or any obligation to inform the affected Bidder or Bidders of the grounds for its action. After opening of the Commercial Proposals in the event that the proposal are not up to the expectations of PSCL, then PSCL may reject all the bids and annul the bidding process.

8.2 ISSUE OF LoI/LoA AFTER EVALUATION OF THE BIDS AND APPROVAL OF PSCL

Upon completion of the Bid evaluation process, acceptance of the Bid and intention of award of the Project/Authorization would be conveyed by PSCL to the Successful Bidder, who satisfies all other compliance requirements. The Letter of Intent (LoI) would be issued by PSCL to the Successful Bidder by e-mail confirmed by a letter.

8.3 FULFILMENT OF LoI/LoA CONDITIONS

- 8.3.1 The Successful Bidder needs to fulfill the following LoI/LoA conditions that are pre-conditions for agreement signing.
- 8.3.2 Submission of Performance Security as specified in the Bid Summary of the EOI along with the Demand Draft within 15 days from the date of issue of LoI/LoA.
- 8.3.3 Signing of Contract Agreement with PSCL within 30 days of issuance of LoI/LoA

- 8.3.4 If the Preferred Bidder fails to fulfil the above conditions within the stipulated period, PSCL will have a right to reject the Bid by forfeiting the Bid Security of the Preferred Bidder and consider the offer to other bidder as per the provisions of this EOI. The decision of PSCL in this regard is final and binding.

8.4 SIGNING OF CONTRACT AGREEMENT

- 8.4.1 The Preferred Bidder shall sign the Contract Agreement with PSCL within 15 days of issue of LoI/LoA upon fulfilling the requirements mentioned as above.
- 8.4.2 If the Preferred Bidder fails to sign the Contract Agreement with PSCL, the Bid Security of the Preferred Bidder shall be forfeited. In that event, PSCL shall have right to award the Project to other bidder as per provisions of this EOI and sign the Contract Agreement accordingly.
- 8.4.3 PSCL shall reauthorization the Bid Security to the Preferred Bidder only upon signing of the Contract Agreement with PSCL may consider adjustment of the same towards any payments to be made by the Successful Bidder as a pre-condition for signing of the Contract Agreement.

8.5 CONTRACT PERIOD

- 8.5.1 The project Duration shall be 3 years (Three years), the successful bidder will be awarded work for initially 1 (one) year from the date of signing of Agreement, after review of performance it will be extended to 1 more year with maximum extension of 2 years.

8.6 PRICE BID

- 8.6.1 The price bid quoted by bidder shall be for a period of 1 (one) quarter (3 months of the year) which will be incremented to increase of 5% annually for the 3 years' contract period beyond which it will be mutually decided for further extension.
- 8.6.2 The minimum price bid is fixed for Rs. 4 (FOUR) lakh per quarter, as bidder has to bid over and above this value for getting selected. Any financial bid below this value will be rejected. Quarterly quoted fee by the successful bidder shall be deposited to Patna Smart City Ltd. within 10 days after the end of each quarter of the year, i.e till 10th day of January, April, July, October month.

SECTION II - OPERATION & MAINTANANCE SPECIFICATIONS

1 DEVELOPMENT BRIEF

1.1 RESPONSIBILITIES OF THE BIDDER

The responsibility of the Bidder shall include all activities that are required to be undertaken, in order to confirm with the O&M Standards, Use Allocation provided in this section of EOI, provisions of the Planning & Building Standards of PSCL. The facilities would need to be Operated and ‘Maintenance & Performance Standards’ provided in this section of EOI.

1.2 SCOPE OF WORK

The scope of work includes but not limited to:

A. Minimum Operation and Management Obligation

- a. Finance, operate, maintain, and manage the project facilities including ancillary/support infrastructure as per technical specifications provided in the document
- b. The Contractor shall secure all the required approvals permissions, NOC from the competent authority within one months from the date of execution of Agreement
- c. Meet the requirements laid down by the Competent Authority.
- d. This is an all-inclusive Food kiosk services providing basic meals (cooked and fast foods), non-alcoholic beverages, snacks, and other items on a daily basis to on-site personnel, and visitors.
- e. Ensure safety and security of shops, boating activities, parking and other allied activities which bidder is managing as per good industry practice along with necessary manpower.
- f. Maintain the CCTV surveillance and have a regular monitoring with necessary manpower.
- g. Cleaning of Food Kiosk and management of solid waste generated due to operation including collection, transportation, and scientific disposal at its own cost.
- h. The contractor shall maintain (10 no’s) four-wheeler of area 110 sqm and (50 no’s) two-wheeler of area 170 sqm parking area of with proper ticketing facilities.
- i. The contractor must ensure that activities other than those specified in this bid offer are not permitted without prior approval of PSCL. If successful Bidder needs to organize other activities in the premises of Adalatganj, successful Bidder/Contractor will need to obtain prior approval from the Authority.
- j. The contractor must ensure that advertisement panels should not be distributed throughout the site. The maximum size of 4ft x 3ft, the area along north-eastern staircase ghat, along the boundary wall on northern end, near the kids place area as specified in the bid.
- k. Regularly monitor and maintenance of park including but not limited to water & musical fountain, laser show, children play area, trampoline, landscape area as per guidelines which is highlighted in the EOI.

B. Permissible Activity in Food Kiosk

- a. The Contractor shall prepare, serve and sale food and beverage item as per the rules, regulation and guidelines of Food Safety and Standards Authority of India (FSSAI) and other competent authority for preparation, serving and sale of all food and beverages inside the authority.
- b. The Contractor has to take all required licenses and approval from concern authority’s/ government agencies with respect to operation of food kiosk.

1.3 PROJECT LOCATION



2 FOOD COURT -GUIDELINES

2.1 Fruits and Vegetables:

All the raw items used for preparing food products should be washed properly using portable water. No rotten fruits / vegetables shall be used for food product preparation. In no case perishable items shall be used post its expiry date.

2.2 Acceptable Thawing & Contaminations safe procedure

Proper care should be taken to assure no food items are kept in temperature danger zone during its preparation. Care should be taken that no food items are exposed to contamination during preparation.

2.3 Handling rejected food

All the food items if not sold within expiry period shall be disposed off. For disposing the food items, proper care should be taken that all such items are dumped in Wet Waste bin and are disposed off using Nagar Nigam Waste Collection vehicle.

2.4 Marking of Expiry Date

All food items sold shall have expiry date and manufacturing date clearly displayed on it. No food items can be sold with Manufacturing & Expiry Date Labelling.

2.5 Usage of Gloves and head covering bands

While preparation of food items, the preparer should make sure that he is wearing gloves and hand bands while cooking and serving food items. In no case food items shall be handled without using gloves / hand bands. Following COVID 19 Protocol all the people working or serving in food kiosk shall wear face mask, face shield while working.

2.6 Utensils Used

All utensils used shall be clean and should be capable of preparing or storing of food products in proper hygiene condition.

2.7 Employee Policy

Operator has to follow all the Labour laws and guidelines as per Labour Resource Department of Bihar. List of all working staff along with their relevant documentary proofs shall be updated to PSCL office. In no case any appointed employee shall have any criminal background or pending litigations.

2.8 Employee Uniform

All the employees shall have to compulsory wear uniform as designated by PSCL. No employee should default any uniform protocols. All the employees shall have their ID tags clearly mentioning their name, contact number, address, blood group and designation.

2.9 Employee Hygiene

Following COVID-19 protocol all the employees shall be double vaccinated and shall have no symptoms of COVID-19. Body temperature of all the employees shall be recorded on daily basis and in no event any employee shall be allowed to join the duty in case they are having temperature above normal. All the employees shall make sure that all Social Distancing Norms are followed as per COVID-19 Protocol.

2.10 Compliance to Municipal Corporation Norms

Operator of food kiosk shall be compliant with all Municipal Corporation norms and practices. In no event operator shall default in any of compliance norms.

2.11 Illumination

Illumination shall be designed to provide adequate vision, comfort and safety. It shall be designed to provide uniform lighting of minimum throughout the facility with no dark patches or pockets and shall confirm to IS 7537(Part 0/Sec 0):1974 of BIS.

2.12 Guiding Procedure

Food Court Operations shall follow HACCP-Based Standard Operating Procedures published by National Advisory Committee on Microbiological Criteria for Foods, USA.

3 LAKE ACTIVITIES

During the period of operation, the bidder shall maintain all the Sports facilities in accordance with Safe Operating Procedure

3.1 Boating/Water Activities

Operators must follow Safe Operating Procedure

1. Complying with the Maritime Rules like holding a valid boating license and maintain level of insurance.
2. Watercraft inspection to identify defects that may create potential health and safety issues.
3. Safe boating Techniques to avoid risk taking while operating a watercraft.
4. Boating at Night is not encouraged, it is instructed not to operate watercraft at night unless it is absolute necessity.

3.2 Trampoline

Operators should use safety padding to cover the frame and springs. He should check regularly that the mat and net don't have holes, springs and securely attached. He should make sure of clear space above the trampoline to avoid risk of jumping up into tress, or wires.

3.3 Open Air Theatre

Bidder shall provide the Talent Startup zone every Saturday and Sunday to empowering Entrepreneurship. This will create more jobs which insinuates more employment, and entrepreneurs can show their skills to bring good ideas to market.

4 PROJECT COMPONENTS

- a) The selected Bidder/Contractor is expected to operate & maintain “Food Kiosk & Ticket Counter” at Adalatganj Lake.

4.1 COMPONENTS

- i) Bidder is abiding to the prices set by PSCL i.e Rs 10 for Children and Rs 20 for adults. The price for Boating (per person) is set to be Rs 25 for 15 minutes. Trampoline Rs. 20 for 10 minute and Zorbing Ball Rs. 50 for 10 minutes. Escalation in the prices will be done in a sole discretion with PSCL.
- ii) Procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes, and systems used in or incorporated into the Project.
- iii) Appoint, supervise, monitor, and control the activities of staff or any other service provider under their respective agreements as may be necessary.

4.2 LIGHTING

Lighting shall be designed to provide adequate vision, comfort and safety. It shall be designed to provide uniform lighting of minimum throughout the facility with no darkpatches or pockets and shall confirm to IS 7537(Part 0/Sec 0):1974 of BIS.

4.3 DUST BINS

The dustbins placed near “Food Kiosk & Ticket Counter” shall be of min. 450mm (l) x 450mm (b) x 750mm (h) dimensions with automatic lids (operable with legs) and painted and complete in all respects or as approved by PSCL.

4.4 FIRE FIGHTING FACILITIES

The Developer shall provide the required firefighting equipment and facilities confirming to the relevant standards and the applicable rules and regulations. For Fire Protection and Fire Safety requirements, the Developer is required to follow the guidelines as provided in National Fire Protection Authority (NFPA) regulations.

4.5 SUPPORTING FACILITIES AND AMENITIES

The developer shall provide all the necessary supporting facilities and amenities confirming to the development controls and meeting the relevant Indian and International standards.

4.6 OTHER STANDARDS

- a. The developer shall take such measures and exercise to protect the site during the O&M as directed by and to the entire satisfaction of the Authority.
- b. The developer shall provide all equipment and materials necessary to provide the Services
- c. The installed facility and equipment shall be inspected, checked, and tested to verify that it is correct, complies with specification

5 MAINTENANCE AND PERFORMANCE STANDARDS

5.1 GENERAL

During the period of operation, the Developer shall maintain all the facilities in accordance with performance standards and maintenance requirements, as mentioned below:

- a. Perform maintenance on a routine and periodic basis.
 - i. Provide functional facilities that meet the requirements.
 - ii. Ensure the safety of the users; and
 - iii. Maintain a clean and hygienic environment at Project locations.
- b. Identify potential problems early within the context of the planned maintenancesystem so that corrective action may be planned and completed in a timely manner.
- c. Establish a maintenance list for planned operation and maintenance. Follow an orderly program so that maximum operational efficiency is attained.

- d. Maintain regular and systematic records of all maintenance and operations activity at the Facilities.
- e. Maintain and monitor the CCTV surveillance at site.
- f. Maintain the fountain, laser show and landscape areas.

5.2 MAINTENANCE WORKS

- a. The Authorize shall in consultation with PSCL evolve an Operation and Maintenance Manual.

5.3 MONTHLY PROGRESS SUBMISSION

The Operator shall submit the Monthly progress report containing the Expenditure for O&M, Revenue sheet and any incident happened at site in MPR on monthly basis every 1st week of every month. Non submission of MPR will lead to Penalty as decided by Authority.

5.4 PERFORMANCE STANDARDS: INTENT

- a. The performance levels define the level at which the proposed facilities are to be maintained and operated. Performance standards are defined for operation and maintenance of the facilities and the site environment.
- b. The obligations of the Operator in respect of Maintenance requirements shall include:
 - i. maintaining site environment so as to cause minimum disturbance to the natural environment;
 - ii. ensuring that the facilities are operational and rectification of the defects and deficiencies within the minimum time;
 - iii. ensuring that the fixed parameters provided in this EOI are abided by at any time during the Authorization period
- c. Notwithstanding anything to the contrary contained in this schedule, if any defect, deficiency, or deterioration in the Project poses danger to the life and property of the users thereof, the Developer shall promptly take all reasonable measures for eliminating or minimizing such danger.

5.5 ADVERTISEMENT SPECIFICATION

- a) Advertisement rights should be with PSCL where in PSCL would have rights to reject Advertisement.
- b) Advertisement shall only be placed at locations in accordance with Approved Designs submitted by Successful Bidder and approved by PSCL.
- c) The total aggregate advertisement space/area at any point of time shall not be more than 4 Sq Mts.
- d) The provision for Outdoor Advertisement Panels cannot be done on any of the key public utility or signages.
- e) Operator shall not have any rights to let out any space of Park for Advertisements to third party.
- f) Advertisement can be placed in food kiosk area and Open-Air Theater area for event days only after getting approvals from PSCL
- g) The advertisement panel shall not dominate any of the sculpture / 3D Wall Paintings done in the Adalatganj Park.
- h) The Successful Bidder shall not display or exhibit any picture, poster, statue, or other articles in any part of the premises that are repugnant to the general standards of morality. The Authorize expressly agrees that the decision of the PSCL in this regard shall be conclusive and binding on the Successful Bidder.
- i) The advertisement should not be of any illegal or obscene components which is objectionable for general public and should not be against govt. bodies.

5.6 MAINTENANCE PERFORMANCE STANDARDS

- a. The Authorize shall maintain the Project Facility in good and usable condition throughout the Authorization Period or any extension thereof through regular and preventive maintenance of the Project Facility.
- b. The Operation and Maintenance Manual shall include all the activities required for regular and periodic maintenance of the facility during the Operations Period, so that the facility is maintained in a manner that at all times it complies with the specifications and standards and at the time of divestment of rights and interests by the Authorize in terms of the Concession Agreement in sound, durable and functional condition. In order to maintain the quality and operational standards of high quality, the periodic maintenance/renewal activities are proposed for the Project

5.7 CLEARANCES AND SANCTIONS

Bidder/Contractor shall be responsible for getting all the required clearances/approvals and sanctions for advertisement hoardings from Patna Municipal Corporation and from various agencies as may be required. However, PSCL shall provide best possible support to the Bidder/Contractor in obtaining these required clearances.

5.8 REGULAR MONITORING & MAINTAINANCE

The successful Bidder will be responsible for the maintenance of the park and to report PSCL about the default includes but not limited to the followings:

- a. Deployment of required technical staff and labours for cleaning.
- b. Watering the Plants,
- c. Putting the Lurches,
- d. Trimming the plants/shrubs in the shapes as instructed by the Authority,
- e. Repair and/ or replacement of materials, pumps,
- f. Painting to boundary wall and grills, as in when required.
- g. Maintenance of water fountains,
- h. Cleaning of benches and ghats, or any other panels, equipment's,
- i. Regular cleaning and maintenance water level of lake,
- j. All dead plant shall be replaced with the plant on the same quality, specification and of the present age of the plant.
- k. All leaf falls, branches, twigs, cut grass after mowing shall be deposited in layers in the compost pit,
- l. The bidder shall manage/ operate the compost pit as per relevant standard and guidelines. Any other debris, fallen trees for whatsoever reason shall be dispose of at designated locations,
- m. The contractor shall deploy the security guards round the clocks (24*7) for managing the parks. The contractor shall also be responsible to protect all the assets of parks including protection of damage or theft of IT and other infrastructure equipment's,
- n. In case of any damages/theft occurs during the O&M Period it shall be borne by the contractor,
- o. The contractor shall maintain all planted areas within the landscape area from the date of handing over the complete area.
- p. Maintenance shall include replacement of dead plants, watering, weeding, cultivating, control of insects, fungus, and other diseases by means of spraying with an approved insecticide or fungicides, pruning, and other horticulture operations necessary for the proper growth of the plants and for keeping the landscape area neat in appearance.
- q. Any types of repairs and maintenance is to be borne by operator including all the expenses incurred in respect of the above mentioned work is to be done by operator/contractor.

SECTION III – CONDITIONS OF CONTRACT

1 VARIATION OF WORK

The scope of work as mentioned above shall be varied based on the requirement of the project. PSCL shall notify the successful bidder regarding the additional or varied requirement.

1.1 Access to the Site:

The Authority and any person authorized by the Authority shall have the right to access the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

1.2 Instructions:

1. The Contractor shall carry out all instructions of the Authority pertaining to works, which comply with the applicable laws where the Site is located.
2. The Contractor shall permit the Authority to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Authority, if so, required by the Authority.

1.3 Penalties Due to shortfall in performance of Operation & Maintenance Facilities

The contractor shall be subject to the following penalties for failure to carry out its operations as indicated below during “Performance Based O&M period” 03 (three) years under Normal Operating Conditions. These penalties would be paid over and above the quarterly authorization premium as finalized through bidding process by successful bidder in case of shortfalls in performance.

Sl. No.	Basis of Penalty	Benchmark	Present value for each parameter specified in the bid documents.
1	Inadequate maintenance of facilities, Greenery, and ambience	For each case detected	Rs.1,000/- per case detected
2	Noncompliance to occupational safety, health & environmental guidelines, noncompliance to state & central statutes.	Up to 2 occurrences / Month	No penalty
		>2 & up to 5 Occurrences/Month	Rs.1,000/- per Occurrence
		>5 & up to 10 Occurrences/Month	Rs. 2,500/- per Occurrence

2 DISPUTES

That for the purpose of jurisdiction in the event of disputes if any of the Contracts would be deemed to have been entered in to within the State of Bihar at Patna and it is agreed that only the courts of Patna shall have the exclusive Jurisdiction to entertain the dispute or any proceeding.

2.1 Procedure for Settlement of Disputes:

In case of any Dispute or difference arising between the Authority & the contractor relating to any matter arising out of or connected with this agreement, such disputes or differences shall be settled

in accordance with the Arbitration and Conciliation Act 1996.

2.2 The procedure for arbitration will be as follows:

- 2.2.1 In case of Dispute or difference arising between the Authority and contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting of 3 arbitrators one each to be appointed by the Authority and the Contractor and the third Arbitrator to be chosen by the two Arbitrators so appointed by the Parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Government.
- 2.2.2 The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Authority and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Government.
- 2.2.3 If one of the parties fails to appoint its arbitrator in pursuance of sub clause (5.15.1) and (5.15.2) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Authority shall appoint the arbitrator. A certified copy of the order of the Government making such an appointment shall be furnished to each of the parties.
- 2.2.4 Arbitration proceedings shall be held in Patna, and the language of the arbitrator proceedings and that of all documents and communications between the parties shall be English.
- 2.2.5 The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings

3 FORCE MAJEURE

- 3.1.1 Force Majeure is herein defined as any case, which is beyond the control of the selected Bidder or PSCL as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as: -
- Natural phenomenon, including but not limited to floods, droughts, earthquakes, and epidemics
 - Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos
 - Terrorist attack, public unrest in work area

- 3.1.2 Provided either party shall within 10 (ten) days from occurrence of such a cause, notify the other in writing of such causes. The Bidder or PSCL shall not be liable for delay in performing his/her obligations resulting from any force Majeure cause as referred to and/or defined above. Any delay beyond 30 (thirty) days shall lead to termination of contract by parties and all obligations expressed quantitatively

4 TERMINATION

- 4.1.1 The Authority may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 4.1.2 Fundamental breaches of Contract include, but shall not be limited to the following:
- a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Authority;
 - b) the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation.
 - c) the Authority gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
 - d) the Contractor does not maintain adequate security level which is required;
 - e) if the Contractor, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

- 4.1.3 When either party to the Contract gives notice of a breach of contract for a cause other than those listed under Sub Clause 5.17.2 above, the Authority shall decide whether the breach is fundamental or not.
- 4.1.4 Notwithstanding the above, the Authority may terminate the Contract for convenience.
- 4.1.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site, as soon as reasonably possible.

Payment upon Termination:

- 4.1.6 The PBG/Security Deposit will be forfeited, if the-Contract is terminated because of a fundamental breach of Contract by the Contractor. 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.
- 4.1.7 No extra cost will be paid by the Authority for expenditure towards removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works and the Contractor's costs of protecting and securing the Works.

5 EXTENSION OF SERVICES

The duration of the Project shall be as defined above. However, PSCL shall reserve all rights for extension of services based on the requirement and satisfactory service provided by the successful bidder. The project will be awarded initially for 1 year which can be extended upto 3 years lay one year based on the performance.

6 LAIBILITY INSURANCE

- 6.1.1 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.
- 6.1.2 Contractor shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods and also the charges like transportation charges, control, etc. that may be applicable till the goods are delivered at the respective sites of installation shall also be borne by Contractor.
- 6.1.3 Contractor shall take out and maintain at its own cost, on terms and conditions approved by the Authority, insurance against risks, and for coverages, as specified below;
 - 6.1.3.1 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.
 - 6.1.3.2 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.

7 DAMAGES CLAUSE

- 7.1.1 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.
- 7.1.2 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.

8 INDEMNITY

- 8.1.1 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.

- 8.1.2 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.
- 8.1.3 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 RISK MANAGEMENT

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

10 MANPOWER

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

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

11 NON-DISPARAGEMENT

During the contract period here of and at all times thereafter, (I) the bidder shall not, directly or through any other person or entity, make any public or private statements (whether orally, in writing, via electronic transmission, or otherwise) that disparage, denigrate or malign (i) the PSCL or any of its affiliates, (ii) any of the businesses, activities, operations, affairs, reputations or prospects of the PSCL or any of its affiliates,

For purposes of clarification, and not limitation, a statement shall be deemed to disparage, denigrate or malign a person or entity if such statement could be reasonably construed to adversely affect the opinion any other person or entity may have or form of such first person or entity.

SECTION III FORMATS FOR BID SUBMISSION

**ANNEXURE 1
COVERING LETTER**

{ In Letterhead of the Applicant (in case of sole applicant) or the Lead Consortium Member }

Dated:

**To,
The Managing Director,
4th Floor ICCC Building
Patna Smart City**

Sub: Submission of EOI for “Park Management of Adalatganj Lake on rental Basis”

Dear Sir:

1. We are submitting this Bid (Proposal) on our own (or) We are submitting this Bid (Proposal) as the Lead Member of a Consortium consisting of the following members, for and on behalf of the Consortium

Sl.	Names of Consortium Members	Address
1 (Lead Member)	
2 (Member)	

As a Lead Member, we understand the obligations of the Authorize to implement the Project.

2. Having visited the site and examined the EOI Documents, for the execution of the Contract Agreement for the captioned Project, we the undersigned offer to finance, market, operate & maintain the whole of the said ‘Project’ for the Authorization Period in conformity with the EOI.
3. This Bid and your written acceptance of it shall form part of the Project Agreement to be signed between the Authorize and PSCL. If a Bidder is nominated as Preferred Bidder, we understand that it is on the basis of the technical, financial & organizational capabilities and experience of the Bidder taken together. We understand that the basis for our qualification will be the complete Bid documents submitted along with this letter, and that any circumstance affecting our continued eligibility as per EOI, or any circumstance which would lead or have lead to our disqualification, shall result in our disqualification under this Bidding process.
4. We agree that
 - (a) if we fail to meet the Technical specifications and/ or the Performance Standards according to the conditions/ stipulations of the EOI/ Contract Agreement,
OR
 - (b) If we fail to offer provide required facilities to PSCL or its Authorized Representative for carrying out the inspection of works, operations and performance,

Then PSCL or its representative shall be at liberty to take action in accordance with the EOI/ Contract Agreement.

- We undertake, if our Bid is accepted, we will complete the Project, commence operations, and maintain the project facilities as per the EOI/ Contract Agreement.
5. We agree to abide by this Bid for a period of **180 days** from this bid submission Due Date fixed and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
 6. In the event of our Bid being accepted, we agree to enter into a formal Contract Agreement with PSCL as per the EOI.
 7. If our Bid is accepted, we agree for the following:
 - (a) To furnish an irrevocable Demand Draft / Bank Guarantee towards performance security within 15 days of LoI and as pre-condition for signing of Contract Agreement as per the EOI.
 8. We agree that if we fail to fulfil any of the conditions mentioned at above, PSCL shall have the right to forfeit the Bid Security being furnished by us along with this Bid.
 9. Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects' and we agree to the terms as under
 - Minimum Development Obligations as indicated in the EOI;
 - Development Controls or any other statutory authorities like PMC etc.
 - The Technical specifications, the performance standards etc as stipulated in the EOI;
 - Any other regulation as applicable.
 10. We understand that PSCL is not bound to accept any or all Bids it may receive.
 11. We declare that we have disclosed all material information, facts and circumstances, which would be relevant to and have a bearing on the evaluation of our Bid and selection as Authorize.
 12. We do, also, certify that all the statements made and/or any information provided in our proposal are true and correct and complete in all aspects.
 13. We declare that in the event that PSCL discovers anything contrary to our above declarations, it is empowered to disqualify us and our Bid from further participation in the Bid evaluation process and forfeit our Bid Security.

Dated this _____ day of _____ 2016

(Signature)

(Name of the person)

(In the capacity of)
Company Seal

(Name of firm)

Duly authorized to sign Proposal for and on behalf of (Fill in block capitals)

ANNEXURE 2

TECHNICAL BID CHECKLIST SHEET				
Name of Authority			PATNA SMART CITY LIMITED	
NIT No			06/MD/PSCL/2022-23	
Dated				
Name of Work			Selection of Agency for "Park Management of Adalatganj Lake on rental Basis" under Smart City Mission (SCM) in Patna	
Sl No.	Details		Relevant Page No. (To be filled by Bidder)	To be Filled in by Bidder (yes/No)
1	Name of the Bidder			
2	Address of the Bidder			
3	Type of Firm/Company/Organization (Partnership/Private/Public/Govt.)			
4	Cost of Bidding Document (Tender Fee)	Tender Fee Rs 10,000 (Non Refundable) in the form of Demand Draft in favour of "Managing Director, Patna Smart City Ltd", payable at Patna.		
5	Earnest Money	Rs 1,00,000/- (Rupees One Lakh) only (Refundable) in the form of unconditional Bank Guarantee, DD of Scheduled Bank; FD/NSC to be pledged in favour of Managing Director, Patna Smart City Ltd, payable at Patna.		
6	Certificate of Registration in proof that the bidder must be a Proprietorship concern/Partnership Firm registered under Partnership Act 1932/ LLP registered under LLP Act 2008/Company or corporation registered under Indian Companies Act 2013/ or a society registered under Societies Act 1860, capable of delivering work outlined in scope, as mentioned in the EOI.			
7	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 EOI			

8	Audited statement Certificate from the Chartered Accountant/ statutory auditor/ Company Secretary clearly specifying the annual turnover from the work.	Financial Year 2018-19		
		Financial Year 2019-20		
		Financial Year 2020-21		
9	Copy of PAN card attached			
10	GSTIN Number			
11	Copy of Work Order / Completion Certificate			
12	Technical Bid Covering Letter			
13	Details of Bidder (As per EOI format)			
14	Power of attorney for signing the BID (As per EOI format)			
15	Power of attorney for Lead member of Consortium (As per EOI format)			
16	Declaration of Non-Blacklisting (As per EOI format)			
17	Consortium agreement (As per EOI format)			
18	Anti-Collusion Certificate (As per EOI format)			
19	Technical bid checklist			
20	Project Undertaking			
21	Technical experience Detail of O&M experience			
22	Financial Capacity of the bidder (As per EOI format)			
23	Commercial Bid letter			
24	Price Bid format			
25	All other Documents, Forms, Formats and compliances as per the tender document / EOI.			

.....
PATNA SMART CITY LIMITED

ANNEXURE 3
DETAILS OF BIDDER
[On the letter head of the Bidding Company/Members of Consortium]

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/or commencement of business (Please provide a true copy of the incorporation certificate):
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in [this/these Project(s)]:
3. Details of individual(s) who will serve as the point of contact/communication
 - (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone number:
 - (f) E-Mail Address:
 - (g) Fax number:
4. Particulars of the authorized signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone number:
 - (e) Fax number:
5. In case of a Consortium:
 - (a) The information above (1-4) should be provided for all the Members.

ANNEXURE 3A
POWER OF ATTORNEY FOR SIGNING OF BID
(To be executed on stamp paper of appropriate value)

Know all persons by these presents, [I (name of the company) incorporated under the laws of India and having its registered office at [___] "**Company**"] do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of , as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds, matters and things as are necessary or required in connection with or incidental to submission of our Bid for Park Management of Adalatganj Lake on Rental Basis pursuant to the EOI dated [___] ("EOI") issued by the PSCL (the "**PSCL**") and for our selection as Successful Bidder including but not limited to signing and submission of all Bids and other documents and writings, participate in pre-bid conferences and other conferences and providing information/responses to PSCL, representing us in all matters before PSCL, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with PSCL in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the Contract Agreement with the PSCL.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deed, matters and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us. Capitalised terms not defined herein shall have the meaning assigned to them under the EOI.

IN WITNESS WHEREOF,, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2.....

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

(Notarised)

Accepted

.....(Signature)
(Name, Title and Address of the Attorney)

ANNEXURE 3B

FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(On a Non-Judicial Stamp Paper of Rs. 100 duly attested by notary public)

POWER OF ATTORNEY

Whereas the PSCL (hereinafter referred to as "PSCL"), has invited EOI from interested parties for the Park Management of Adalatganj Lake on Rental Basis.

Whereas, the members of the Consortium are interested in submission of Proposal and if qualified, in bidding for the Project and implementing the Project in accordance with the terms and conditions of the Bid Document and other connected documents in respect of the Project, and

Whereas, it is necessary for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's proposal for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s. _____, M/s. _____ and M/s. _____ (the respective names and addresses of the registered office) do hereby designate M/s. _____ being one of the members of the Consortium, as the Lead Member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's proposal for the Project, including submission of Application/ Proposal, participating in conferences, responding to queries, submission of information/ documents and generally to represent the Consortium in all its dealings with PSCL, any other Government Operator or any person, in connection with the Project until culmination of the process of bidding and thereafter till the Contract Agreement is entered into with PSCL.

We hereby agree to ratify all acts, deeds and things lawfully done by Lead Member 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/Consortium.

Dated this _____ Day of _____ 201__.

(Executants)

(To be executed by all the members of the Consortium)

Note:

- a. 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 submitted under common seal affixed in accordance with the required procedure.
- b. Also, the executant(s) should submit for verification the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this power of attorney for the designation of power hereunder on behalf of the Applicant.

ANNEXURE 4
FORMAT FOR CONSORTIUM AGREEMENT
(In case the applicant Bidder being a Consortium)
(On Rs.100 Non Judicial Stamp Paper)

THIS AGREEMENT is executed at _____ on this _____ day of _____ 2016
between

1) _____ a Company/LLP/ Sole Proprietorship / Partnership Form/Society registered under the Companies Act 1956/2013 and having its registered Office at ____ (hereinafter referred to as “the Party of the First Part”) And

2) _____ Also a Company/LLP/ Sole Proprietorship / Partnership Form/Society registered under the Companies Act 1956/2013 and having its (hereinafter referred to as “the Party of the Second Part”) and
Registered office at _____ as “the Party of the Second Part”) and

WHEREAS

- I. All the Parties of the First and Second part are entitled to enter into joint venture/partnership with any person or persons including a company for carrying on the business authorised by their respective Memorandum of Association/Bylaws.
- II. The Parties hereto propose to participate as a Consortium for the Bid based on the Request for Proposal (EOI) from PSCL for Park Management of Adalatganj Lake on Rental Basis by pooling together their resources and expertise.
- III. If the Parties hereto succeed in the Bid, they propose to enter into Memorandum of Agreement (MoA) to undertake financing, marketing, operation and management of the Bid.
- IV. The Parties hereto are desirous of recording the broad terms of their understanding set out here below NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-
 1. That the Parties hereto agree to carry on the business on the broad terms and conditions herein through an MoA to be executed by them.
 2. That the business of the Consortium will be that of Developing, Financing, Constructing, Operating, Managing and Transferring the Project.
 3. That in the event the Parties hereto succeed in the Bid for the Project, the Consortium will execute the Project in accordance with terms and conditions of the EOI documents and will execute the Contract Agreement and all the documents/ writings/ papers with the PSCL
 4. The roles and responsibilities of the Members of the Consortium shall be as follows:

- (a) The Party of the First Part (Lead Member) shall be responsible for:
 - (i)
 - (ii)
 - (iii)
- (b) The Party of the Second Part shall be responsible for:
 - (i)
 - (ii)
 - (iii)

5. Each of the Parties shall be liable and responsible jointly and severally for

- (i) Compliance of all statutory requirements as may be applicable in respect of the Project.
- (ii) Contribute to the joint venture all of its management and business experience, financial resources, expertise, competence and acumen for the success of the Project.

(Note: Role & responsibility of all members of the Consortium shall be included in the above para)

- 6. That the responsibility of all the members of the Consortium shall be joint and several at every stage of implementation of the Project.
- 7. That in case the project is awarded to the Consortium, the Consortium will carry out all the responsibilities as the Authorize and will comply with all the terms and conditions of the Contract Agreement as would be entered with the PSCL (Grantor).
- 8. That this Agreement shall remain in full force and effective coterminous with the Contract Agreement.
- 9. That nothing in this Agreement shall be construed to prevent or disable any Party hereto to carry on any business, which is permitted under the governing law, on their own in terms of their respective Memorandum of Association.

10. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect till the full and final satisfaction of all obligations under the Contract Agreement in accordance with the terms thereof, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project as the Successful Bidder, the Agreement will stand terminated, in accordance with the mutual agreement of the Parties.

11. Miscellaneous

This Joint Bidding Agreement shall be governed by laws of India. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of PSCL.

(Note: The above provisions are mandatory; the Consortium may add any other provision, if required)

IN WITNESS WHERE OF the parties have put their respective hands the day and year firstthereinabove written.

Signed and delivered for and on behalf) of the within named M/s)

... By its Director,.....)

...duly authorized in the presence of)

.....)

Signed and delivered for and on behalf)Of the within named M/s)

....by its Director,.....)

_____)duly authorized in the presence of)

.....)

Signed and delivered for and on behalf)of the within named M/s)

....by its Director,.....)

_____)duly authorized in the presence of)

.....)

Note:

1. The mode of execution of the Consortium Agreement 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.
2. Each Consortium Agreement should attach a copy of the extract of the charter documents and documents such as resolution/power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Member of Consortium.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has beenexecuted.

ANNEXURE 5

ANTI-COLLUSION CERTIFICATE

(To be executed on stamp paper of 100 Rs.)

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and its subsequent amendments thereof.

We hereby certify and confirm that in the preparation and submission of our Proposal, 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 operator in connection with the instant Proposal.

Dated thisDay of, 20__

.....
(Name of the Bidder)

.....
(Signature of the Bidder / Authorized Person)

.....
(Name of the Authorized Person)

ANNEXURE 6

PROJECT UNDERTAKING

(On the Letter Head of the Bidder or Lead Member in case of a Consortium)

Date ----

**To,
The Managing Director,
4th Floor ICCB Building
Patna Smart City**

Sub: Submission of EOI for “Park Management of Adalatganj Lake on rental Basis”

We have read and understood the Request for Proposal (EOI) document in respect of the captioned project provided to us by PSCL.

We hereby agree and undertake as under:

Notwithstanding any qualifications of conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects, and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the EOI document provided to us.

We are also not barred by PSCL, Government of India, Government of Bihar, or any other state government or any of their agencies, departments from participating in tenders.

Dated this Day of 201...

Name of the Bidder

Signature of the Authorized Person Name of the Authorized Person

ANNEXURE 7

TECHNICAL EXPERIENCE DETAILS OF OPERATIONS & MAINTENANCE EXPERIENCE

[On the letter head of the Bidding Company/Members of Consortium]

Item	Details
Number of Years in business of O&M	
Incorporation Date	
Nature of Projects handled in the last three years(Project)	
Costs of Project being handled in last 03 years (Project)	
Client details	
Location	
Period (year)	

Instructions:

A separate sheet should be filled for each Project.

Particulars such as name, address and contact details of owner/client should be provided.

Agreement copies or Certificate from the client must be furnished.

All the documentary evidence submitted by the Bidder(s) shall be to the satisfaction of PSCL. Decision of PSCL in accepting or rejecting such documentary evidence as submitted by the Bidder(s) is final and binding on the Bidder(s).

ANNEXURE 8

FINANCIAL CAPACITY OF THE BIDDER

Applicant type	Turnover (in INR)			Net worth (in INR)
	2018-19	2019-20	2020-21	
Bidding Company				
Consortium Member 1				

A Bidder consisting of a single entity should fill in details as per the row titled Bidding Company and ignore the rows titled Consortium Members. In case of a Consortium, row titled Bidding Company may be ignored.

The Bidder should provide details of its own Financial Capacity

(The Bidder/ its constituent Consortium Members to attach audited annual report, balancesheets, profit & loss account and audit reports certified by CA)

ANNEXURE 9

CERTIFICATE

DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING

FROM TAKING PART IN GOVT. TENDER BY PSCL/GOVT. DEPT

(To be executed on Rs. 100/- stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I/ We Proprietor / Partner (s) / Director (s) of M/s.....hereby declare that the firm/company namely M/s..... has not been blacklisted or debarred in the past by PSCL or any other Government organization from taking part in Government tenders.

Or

I/ We Proprietor / Partner (s) / Director (s) of M/s..... hereby declare that the firm/company namely M/s..... was blacklisted or debarred by PSCL, or any other Government Department from taking part in Government tenders for a period..... of years w.e.f..... The period is over on..... and now the firm/company is entitled to take part in Government tenders. In case the above information found false. I/We are fully aware that the tender/ contract will be rejected/cancelled by MANAGING DIRECTOR, PSCL, Patna and EMD/SD shall be forfeited. In addition to the above MANAGING DIRECTOR, PSCL Patna will not be responsible to pay the bills for any completed/ partially completed work.

Signature.....

Name.....

Capacity in which as signed:.....

Name & address of the firm:.....

Dated:

Signature of Bidder with seal.

ANNEXURE 10
COMMERCIAL BID LETTER FORMAT
(On the Letter Head of the Bidder)

To,
The Managing Director,
4th Floor ICCC Building
Patna Smart City
North of Gandhi Maidan, Patna 800 001, INDIA

Sub: Submission of Financial Bid for “Park Management of Adalatganj Lake on rental Basis”

Being duly authorized to represent and act on behalf -----(BIDDER NAME)-----and having reviewed and fully understood all requirements of bid submission provided in the EOI document and subsequent clarifications provided in relation to project, we hereby provide our Price Proposal to PSCL for the authorization period for the following options.

We quote Rs _____(in words and figures) as an Quarterly “Quarterly Fees” and shall be deposited Quarterly to the authority.

We also hereby agree to pay to PSCL the Quarterly Fees quoted for the authorization period. We understand that in addition to the Authorization Premium, we shall have to pay the Statutory Advertisement tax / charges to Patna Municipal Corporation or any other Department as per the applicable charges and revised from time to time.

We abide by the above offer/ quote as per terms of the EOI, if PSCL selects us as the Preferred Bidder. We also understand that, in case any differences between the quoted amount in words and figures, the amount written in ‘words’ will be considered as our quote towards AuthorizationPremium.

Yours faithfully,

(Signature of Authorized Signatory)
(Name, Title, Address, Date)

ANNEXURE 11

PRICE BID FORMAT

Name of Work: “Park Management of Adalatganj Lake on Rental Basis.”

Description of Work	Quantity	Quarterly Authorization Premium Amount in INR (Exclusive of Taxes)	
		In Figure	In Words
Park Management of Adalatganj Lake on rental Basis	1 Job		

- * The price bid quoted by bidder shall be for a period of 1 (one) quarter (3 months of the year) which will be incremented to increase of 5% annually for the maximum 3 years' contract period.
- * The minimum price bid is fixed for Rs. 4 (four) lakh per quarter, as bidder has to bid over and above this value for getting selected. Any financial bid below this value will be rejected.
- * The applicable GST/Taxes as per govt. norms will be paid by successful bidder over and above the quoted rate.

Signature & Seal of Tenderer

ANNEXURE 12

Performance Bank Guarantee

Ref:

Date

Bank Guarantee No.

<Name>

<Designation>

<Address> <Phone Nos.> <Fax Nos.>

<Email Id>

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

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

And whereas we, Name of Bank> a banking company incorporated and having its head/registered office at

<Address of Registered Office> and having one of its offices 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 contractor, 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 Contactor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition, or modification.

Date.....

Place.....

Signature.....

Witness.....
Name.....

Printed

(Bank's common seal)

ANNEXURE 13

Unconditional Bank Guarantee for Earnest Money Deposit

To,

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

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

The conditions of this obligation are:

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

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

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

(Authorized Signatory of the Bank)

Seal:

Date:

ANNEXURE 14

DRAFT CONTRACT FORM

This agreement is made on..... between Patna Smart City Limited (Hereinafter called PSCL which expression shall unless excluded by repugnant to context, include his successors and assignees) and (Hereinafter called the O&M service provider which expression shall unless excluded by or repugnant to context, include his successors and assignees) on the other part. The agreement shall remain valid from..... to.....

1. Whereas PSCL has invited tender/bid for providing Park Management of Adalatganj Lake on Rental Basis.
2. PSCL has approved the tender for the work at an amount of as per work order. The work is to be carried out as per the direction of the competent PSCL.
3. The scope of services to be rendered under each item can be increased or decreased as per requirement to be decided mutually between PSCL and O&M service provider and Quarterly payable for that item will be increased or decreased as per the rate already approved.
4. The contract period shall be initially for one years with effect from..... to which can be extended to a maximum period of 2 years on mutual consent of both the parties, subject to satisfactory performance of the O&M service provider during the period of contract.
5. It shall be the sole responsibility of the O&M service provider to ensure effective services and if there is any loss/shortage of any material during their duties on account of dishonesty, theft, connivance or due to any cause other than natural calamity, the same shall be recovered from the agency.
6. The O&M service provider will take all steps as required under law in case of any loss or other contingency in consultation with PSCL.
7. The Selected Service Provider has furnished a performance Security of Rs./-(Rupees Only) in shape of DD/Bank Guarantee No, . dated duly pledged and renewed up to in favour of Patna Smart City Ltd, Patna which shall carry no interest.
8. That in case of any dispute arising between the parties w. r. t. the contract, interpretation of the terms of any claim whatsoever, Managing Director, PSCL or any person appointed by him shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act.- 1996 shall be applicable. The Selected Service Provider shall have no objection to the designated arbitrator or other appointed person as arbitrator by him. The place of arbitration proceeding shall be at Patna.
9. All machinery/equipment/material etc. required by O&M service provider will be provided by the service provider.
10. The Selected Service Provider will not sub-let the contract of these services to any other agency or individual(s).
11. The contract amount of this work is as per the rate approved with services charges.
12. The Selected Service Provider will be responsible for compliance of various statutory obligations like EPF, ESI minimum wages act, workman compensation act and other laws enacted from time to time.
13. PSCL will receive payment by a single cheque/RTGS against the authorization fees for a particular quarter by the Service Provider with proper verification of approvals. The Bill/invoice shall be produced before PSCL in the first week of the immediate month of the quarter end.
14. That in case of revision of minimum entry charges or any other rates, PSCL would also make the revision in the rates based on the same, from the date of such notification.
15. The Selected Service Provider shall maintain absolute security with regard to all the matter that comes to his knowledge by virtue of this contract.
16. The responsibility for implementing the instructions/ guidelines for working on national holidays and Sunday would be of the selected bidder.

17. Since the personnel will be employees of the selected bidder, PSCL will not have any concern or relation with them either directly or indirectly. All statutory obligation shall be discharged by the Selected Service Provider and there shall be no liability of PSCL in that respect.
18. Selected Service Provider will ensure that the staffs are periodically changed to ensure better output and result.
19. Selected Service Provider shall deploy its authorized representative(s) and adequate supervisor(s) to be present at the place of work during all working hours to ensure satisfactory rendering of services under this agreement. Selected Service Provider shall further exercise due and adequate controls over such deputed personnel and ensure that appropriate instructions/directions are issued to them in the course of the performance of the tasks under this agreement. He has to further ensure that all his staff/s deployed on site are in proper uniform and carry identity cards at all time in the premises.
20. The Selected Service Provider shall be responsible for any damage to the existing infrastructure due to his activities and shall make good the same at his own cost. The decision of PSCL regarding cause and cost of damage shall be final. In case the Selected Service Provider fails to make good the damage to the entire satisfaction of PSCL and the amount will be deducted from his bill.
21. In no event PSCL shall be liable to the selected bidder, either under contract, or under any warranty or any other theory of liability, for any special, incidental, or consequential damages, including, but not limited to, lost business or profits.
22. The Selected Service Provider shall obtain by complying with all statutory and prescribed rules and regulations, all licenses, permissions, certificates, registrations to enable to discharge its obligations under this agreement, which shall be a condition precedent.
23. It is clearly understood by both the parties that this agreement is a commercial agreement, and no one is creating any employment, RFP and other communications shall be part and parcel of this Agreement.
24. The workmen of the Selected Service Provider shall have no probity of contract with the company and there shall be no master servant relationship between PSCL and the selected bidder's workmen of any nature whatsoever.
25. Any loss due to negligence, if proved, by the staff deployed by the Selected Service Provider will be compensated by him.
26. Selected Service Provider or his representative will remain in constant touch with concerned official of PSCL for better understanding and effective work.
27. All records, attendance registers and documents will be maintained and kept by the selected bidder.
28. That the terms of tender/RFP of the contract shall also apply and form integral part of the contract for all the intents and purposes.
29. Decision of PSCL with regard to interpretation of the Terms and Conditions of the Contract shall be final and binding on the selected bidder.
30. That in case of any loss being suffered by PSCL or the violation of the terms and conditions of contract; PSCL shall have right to deduct all claims against Selected Service Provider from the security and PSCL shall have right to forfeit and deduct the claim amount from the security amount partly or entirely as per the claim.
31. That in case if the Selected Service Provider withdraws from the contract within the period of contract, PSCL shall forfeit the security amount without any refund.
32. The following documents shall be deemed to form and be read and constructed as integral part of this Agreement, viz.:
 - a. RFP Terms of Reference;
 - b. Submissions and Declaration as part of the Proposal submitted;
 - c. Notification of Award of contract by PSCL;
 - d. Special Conditions of Contract.
33. Termination: The Contract may be terminated by giving one months' notice, in case the agency:
 - a. Assigns or sub-contracts any of this service.
 - b. Violation/contravention of any of the terms and conditions mentioned herein.
 - c. Does not improve the performance of the services in spite of instructions.
 - d. Any violation of instruction/agreement or suppression of facts.

e. Selected service provider being declared insolvent by competent court of law.

If Selected service provider wishes to exit this contract, a one month notice in advance should be produced by him before PSCL. On termination of the contract, it shall be the responsibility of the Selected service provider to remove his men and materials within days/on or before date as specified in termination order. PSCL shall not indemnify any loss caused to the Selected service provider by such terminations, whatsoever it may be. During the notice period for termination of the contract in the situation contemplated above, the selected Service provider shall keep on discharging his duties till the expiry of such notice period.

34. **Penalty:** The contractor shall be subject to the following penalties for failure to carry out its operations as indicated below during "Performance Based O&M period" 03 (three) years under Normal Operating Conditions.

SI. No.	Basis of Penalty	Benchmark	Present value for each parameter specified in the bid documents.
1	Inadequate maintenance of facilities, Greenery, and ambience	For each case detected	Rs.1,000/- per case detected
2	Noncompliance to occupational safety, health & environmental guidelines, noncompliance to state & central statutes.	Up to 2 occurrences / Month	No penalty
		>2 & up to 5 Occurrences/Month	Rs.1,000/- per Occurrence
		>5 & up to 10 Occurrences/Month	Rs. 2,500/- per Occurrence

The penalty can be imposed as decided. The decision of Managing Director, PSCL shall be final in this regard. In case of premature termination of the contract due to any of the clauses of Termination, the security amount shall be forfeited.

35. **Arbitration:** Any dispute or difference between the parties with regard to this Agreement and all connected and related matter whatsoever shall be discussed and settled amicably. In the event of failure to resolve the disputes or differences amicably, all such disputes or differences shall be referred to arbitration to an independent arbitrator appointed by Managing Director, PSCL.
36. Notwithstanding anything specified in clauses above, the Selected service provider shall be responsible to take all majors to maintain the authority's requirement.

THIS WITNESS WHEREOF both the parties have set and subscribed their respective hands with their seal in PATNA in the presence of the witness:

FOR PSCL, Patna

For (Selected service provider)

Witness:

Witness:

ANNEXURE 15

Site Location

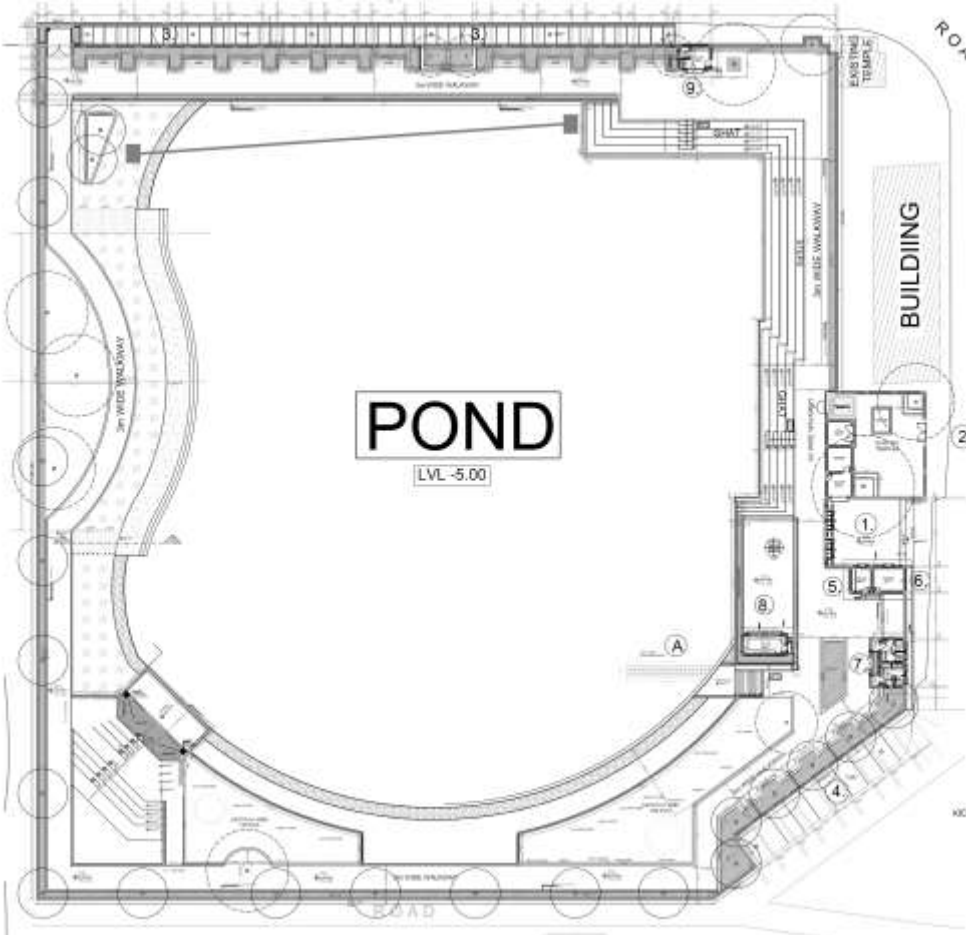


Figure 1 : Site Plan of Project



Figure 2: Site Photo

