



Corrigendum-1

(NIT N0.-02/MD/PSCL/2024-25 dated 24-06-2024)

In partial modification of notice inviting tender for "Selection of Agency for the Rights of AD Slots on Messaging Display LEDs & PA System Installed by Patna Smart City on Revenue Sharing Basis" following correction may please be noted by all the prospective bidders-

2. Date of Downloading of Bid Document : 07.07.2024 to 28.07.2024 up to 1500 hours.
through website (www.eproc2.bihar.gov.in)
3. Place & Date of Pre-bid meeting : 11.07.2024, Time 1300 hours, Patna Smart City
4. Last Date of Receiving Queries (Online) : 11.07.2024 Time 1700 hours (through email)
5. Last Date and Time for Uploading of bid : 29.07.2024 up to 1500 hours through website
(www.eproc2.bihar.gov.in)
6. Last Date & Time for submission of hard copy of bid : 29.07.2024 Time 1700 hours
7. Time & Date of opening technical bids : 30.07.2024, Time 1700 hours

Other details and condition will remain same as published vide PR-002637 (B&C) 2024-25.


Managing Director

Patna Smart City Limited



Patna Smart City Limited (PSCL)

NOTICE INVITING TENDER FOR

Selection of Agency for the Rights of AD Slots on Messaging Display LEDs & PA System Installed by Patna Smart City on Revenue Sharing Basis.

(Through e-procurement mode only- www.eproc2bihar.gov.in)

NIT No. – 02/MD/PSCL/2024-25

Date:- **24/06/2024**

1. Patna Smart City Limited (PSCL) invites bids from eligible experienced Firms/ Contractors / Agencies / Bidders registered in appropriate category in any Government Organization/PSUs for execution of works as given below:-

Name of Work	Bid Document (Non-Refundable)	Bid Security (EMD)	Bid Processing Fee
Selection of Agency for the Rights of AD Slots on Messaging Display LEDs & PA System Installed by Patna Smart City on Revenue Sharing Basis.	Rs. 11,800/-	10.00 lakh	As per Eproc2 website
2. Date of Downloading of Bid Document	:	From 25.06.2024 to 19.07.2024 up to 1500 hours. Through website : www.eproc2bihar.gov.in	
3. Place & Date of pre-bid meeting	:	Date: 03.07.2024, Time 1300 hours; Patna Smart City Limited, 4th Floor, ICC -cum- PSCL Building, SSP Office Campus, Gandhi Maidan, Patna-800001	
4. Last date of Receiving Queries (Online)	:	Date: 03.07.2024, Time 1700 hours (through e-mail)	
5. Last Date and time for uploading of bid.	:	Date: 19.07.2024 up to 1500 hours through website - www.eproc2bihar.gov.in	
6. Last Date and time for submission of hard copy of bid	:	Date: 19.07.2024, Time 1700 hours	
7. Time & Date of opening technical bids	:	Date: 07.07.2024, Time 1700 hours	
8. Time & date of opening financial bids	:	To be communicated later on	
9. Place of opening of Bid	:	Through website : www.eproc2bihar.gov.in	
10. Periods of bids validity	:	120 Days.	
11. Officer inviting bids	:	Managing Director, PSCL, Patna.	
12. For participation in E-tendering proc. the contractor shall have to get themselves registered to get User ID, Password & digital signature. This will enable accessing the website www.eproc2bihar.gov.in & download/participate in E-tender.			
13. The tender documents can be obtained through our website www.eproc2bihar.gov.in & http://www.smartpatna.co.in .			
14. (i) Bid processing fees to be paid through online mode i.e. Internet payment gateway (Credit/Debit Card), Net Banking, NEFT/RTGS. (ii) Bids along with necessary online payments must be submitted through e-procurement portal www.eproc2bihar.gov.in before the date & time specified in the NIT. (iii) The department does not take any responsibility for the delay/Non availability of internet connection, Network Traffic/Holidays or any other reasons"			
15. Bid document cost should be paid as per www.eproc2bihar.gov.in			
16. Earnest Money should be online through eproc2 as per time specified on eproc2 OR in the form of Bank Guarantee of any scheduled banks payable in favour of Managing Director, Patna Smart City Ltd, failing which the tender will be rejected. The Estimated Cost may increase or decrease. All the information/corrigendum /addendum related to the project shall be published on the website www.eproc2bihar.gov.in & http://www.smartpatna.co.in .			
17. The authority shall have the right to reject the bid without assigning any reason what so ever. For any information department Contact No. 0612-2219180 may be used.			
18. Estimate amount may vary. So EMD will be deposited as per technical Sheet uploaded on the website www.eproc2bihar.gov.in			
19. For queries & Clarifications, if any, send e-mail to patnasmartcity.pscl@gmail.com .			

ज्ञापक:- **337** / पटना स्मार्ट सिटी लिमिटेड, पटना, दिनांक- **24/06/2024** ई०.
प्रतिलिपि:- निदेशक, सूचना एवं जन-संपर्क विभाग को राष्ट्र/राज्य स्तरीय हिन्दी के समाचार पत्रों, एवं राष्ट्र स्तरीय अंग्रेजी के समाचार पत्रों में प्रकाशित करने हेतु समर्पित।


Managing Director
Patna Smart City Limited



REQUEST FOR PROPOSAL (RFP)

for

**“SELECTION OF AGENCY FOR THE RIGHTS OF AD SLOTS ON MESSAGING DISPLAY
LEDs & PA SYSTEM INSTALLED BY PATNA SMART CITY ON REVENUE SHARING BASIS”**

Tender No. NIT No. 02/MD/PSCL/2024-25

Dated: 24 / 06/2024

PROJECT OFFICE:

PATNA SMART CITY LIMITED

4th Floor Patna Smart City Building,

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

DISCLAIMER

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

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

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

The 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)

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SECTION I - INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

1.1. BACKGROUND

Patna Smart City Limited (the “**Authority**” or “**PSCL**”), government of Bihar, is the nodal agency responsible for promotion and execution of infrastructure projects and to bridge the gap and to provide amenities in line with inclusive growth.

Patna has been selected among the 100 cities by the Ministry of Housing and Urban Affairs (Government of India) under SMART CITY MISSION through “Smart City Challenge” to transform it into a futuristic city.

For displaying/broadcasting information, messages, advertisement at all VMD and PA system on rental basis located in Patna, PSCL has decided to procure the services of service provider (the “Operator”) for a period of 3 (Three) years (initial 2 years and extendable for one year based on performance to maximum 3 years). The scope of work of the selected agency shall be to provide the services for the broadcasting/advertising the designated VMD and broadcasting of informative messages on PA system as per fixed performance standards mentioned in this RFP

The service provider shall have right to demand and collect revenues arising out of display of messages/public information/commercial note on VMD & PA system. The tax on display of messages if any would also need to be paid to PSCL in addition to the Premium payable to PSCL. PSCL will pay the taxes if applicable to the concerned authority. The Operator would be required to pay Minimum Guarantee amount to PSCL in lieu of the advertising rights to demand and collect revenues arising out of display of messages.

The Operator would be required to deposit a Performance Security in format as specified in the Bidding Documents.

- 1.1.1 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.
- 1.1.2 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 incumbancers.

1.2. CONTEXT OF THE BIDDING PROCESS

- 1.2.1 “PSCL” has decided to implement the Project for “SELECTION OF AGENCY FOR ADVERTISEMENT RIGHTS OF AD SLOTS ON VARIABLE MESSAGING DISPLAY (VMD) & PA SYSTEM INSTALLED BY PATNA SMART CITY ON REVENUE SHARING BASIS”, on quarterly rental basis in accordance with operational & maintenance Guidelines specified in the RFP Document.

- 1.2.2 Bidders (the "**Bidder**", which expression shall, unless repugnant to the context) shall be selected through an open competitive bidding process in accordance with the procedure set out in the Bidding Documents.
- 1.2.3 For the purpose of bidding consortium is not allowed.
- 1.2.4 The bidders are advised to make their own assessment of the likely costs involved in the operations and maintenance for the Project and PSCL will not be responsible for any bidder's estimation of the operations and maintenance cost for any purpose.
- 1.2.5 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP 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 RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP 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.
- 1.2.6 The Authority would hand over the VMD & PA system to the Operator as installed. However, all the other investments for operations and maintenance will have to be made by the Operator. The assessment of actual costs for operations and maintenance will have to be made by the Bidders. The Authority or any of its agencies or representatives does not take any responsibility for any financial losses to the bidders in any case.
- 1.2.7 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Operator or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Project to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted, and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

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 11,800 (Rupees Eleven Thousands Eight Hundred 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 5,00,000 (Rupees Five 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 120 days from the Bid Due Date.
- 1.3.6 The Bidding Documents include this RFP and any addendum issued subsequent to this RFP 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 RFP. Only those Bidders that are qualified in conformance with the minimum eligibility conditions mentioned in this RFP 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 RFP document. The evaluation shall be on the basis of the highest premium in the form of Quarterly payments (the “**Premium**”) by the Bidder, in the Commercial Proposal, which is payable by the Concessionaire to PSCL. A ranked list, in descending order of the quoted premium 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 premium 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 RFP. 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. The performance security will be calculated as below: -
- Interest Free Performance Security to be furnished for an amount equal to 50% of the MG as applicable for that year with a validity of 12 months
 - Performance Security can be furnished in the form of a Demand Draft or Bankers Cheque or Bank Guarantee (BG)
 - The Licensee shall, 2 weeks prior to the expiry of the Performance Security, extend it by 12 months and augment the BG / furnish additional Demand Draft equal to 50% of MG of the subsequent year (adjusted for CPI escalation), till the end of the License Period
 - The Authority has the right to invoke the Performance Security in case of Event of Default or other such situations as described under various sections in this RFP

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.

1.3.10 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.

1.3.11 Any queries or request for additional information concerning this RFP 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 RFP by the pre-bid date. The envelopes/communications shall clearly bear the following identification/ title:

"Queries/Request for Additional Information: **“SELECTION OF AGENCY FOR ADVERTISEMENT RIGHTS OF AD SLOTS ON VARIABLE MESSAGING DISPLAY (VMD) LEDs & PA SYSTEM INSTALLED BY PATNA SMART CITY ON REVENUE SHARING BASIS”**”.

1.4. SCHEDULE OF BIDDING PROCESS

PSCL shall endeavor to adhere to the following schedule:

- i. Publication of RFP: As per NIT
- ii. Pre-Bid Meeting: As per NIT
- iii. Submission of Completed RFP: As per NIT
- iv. Opening of Technical Bid: As per NIT
- v. Opening of Financial Bid: To be intimated after technical evaluation of bids.

1.5. CONTACT DETAILS

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

BID SUMMARY

Sr. No.	Key Information	Details
1.	Tender for	SELECTION OF AGENCY FOR ADVERTISEMENT RIGHTS OF AD SLOTS ON VARIABLE MESSAGING DISPLAY (VMD) LEDs & PA SYSTEM INSTALLED BY PATNA SMART CITY ON REVENUE SHARING BASIS
2.	Advertisement sites	VMD LED Screens: Ad Rights for Ad Slots available on cluster of VMD LED Screens at specified locations. There are total 15 monopole LED Screens on both sides across Patna on revenue sharing basis. Bidder is required to quote minimum guarantee for the license period. From Real Time Bidding Highest bidder shall emerge winner to grant the license for the winning individual licenses.
3.	License Period	License period shall be of 2 years commencing from the Allotment Period mentioned in the Letter of Allotment (LoA). Extendable upto one more year.
4.	License Fee	Payment of Licensee Fees for to be paid on Quarterly Advance as per the Invoices shared and start of the new quarter and as per the Calendar Year Demand adjustment in last quarter of the Calendar Year in first year. License Fees are strictly non- refundable in all cases. Delay in payment of License Fees from due date mentioned in Invoice Copy / Demand Ledger shall attract 18% yearly interest as Late Payment Charges. Excess amount difference over MG from Revenue Share to be paid as per the Invoices generated based on Pay Orders. Such payments to be made on quarterly basis. Further, the License Fees Quoted shall be exclusive of GST. Such GST shall be payable in addition to the License Fees. The bidder will have to take this aspect into account while quoting for the License. Bidder has to make payment of License Fees online.
5.	Qualification Criteria	Bidder should submit the required documents as mentioned in the tender document.
6.	Tender Submission Format	As mentioned in General Terms for e-Tendering
7.	Tender Evaluation	a) Only registered bidders can participate in Real Time Bidding b) Offer Price is mandatory to be submitted. c) EMD amount to be paid online
8.	EMD	EMD is to be paid as mentioned in General Terms for eTendering.
9.	Pre-bid meeting	Bidders are required to send their queries for the pre-bid meeting to the Authority through email as per RFP.

10.	Electricity, Broadband & Connectivity and Maintenance Charges of VMD LEDs	VMD LEDs are exclusively owned and operated by PSCL, so variable charges of Maintenance to be borne by PSCL. Electricity Charges & Internet Connectivity Charges to be borne by the successful bidder.
11.	Slots Management & Broadcasting SOP & Use of the CMS	Post Allotment, bidder shall be provided VMD LED Slot Management Dashboard login, where bidder can change the creative/Ad Slot contents. All creative/content to be uploaded online. Content shall be distributed from online platform and shall be displayed on various VMD LED Screens and as requested by bidder. PSCL shall provide details of publication of content to bidders within their dashboard. PSCL reserves right to use minimum 25% of Ad Slot time on any given time. VMD LEDs shall run for minimum 18 hours a day. Considering audience views probability, few may be allowed to operate for more hours. Bid Winner will have to pay Rs.25,000 refundable security deposit per VMD (which shall be returned at the end of the license period) for the access of the Content Management System. The CMS shall help successful bidder to add/remove/modify content in real-time* (subject to internet access in real-time)
12.	Taxes	Amount quoted by the Licensee in the Price Bid shall be final and payable. No deductions on account of any taxes, cesses, charges, etc. shall be permitted. Further, the License Fees Quoted shall be exclusive of GST, but the GST at applicable rates shall be required to be reimbursed by the Licensee at the time of payment of license fees against invoice. Such GST shall be payable in addition to and over and above the License Fees fixed.
13.	Due Date of bids	As mentioned in the eTender Notice. The submission will be online as mentioned in General Terms for e-Tendering.
14.	Performance Security	After winning the e-Auction, bidder shall have to submit 50% of annual minimum guarantee as performance security deposit within 15 days of the auction results against license.
15.	Signing of Agreement	Agreement shall be signed between Authority and Successful Bidder in the format given in Annexure 6 at a date as directed by Authority. Authority has the discretion to add certain additional conditions as it may deem fit for the performance of this License.

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 RFP 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 submitted by the Bidder in response to this RFP including clarifications and/or amendments to RFP, 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 RFP document.
- 2.1.7 **“Bidder”** shall mean who has responded to the RFP and submitted his Bid in response to the RFP.
- 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 RFP document.
- 2.1.12 **“Concession Period” or “Authorization Period”** shall mean 3 years’ license period starting from 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 RFP 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 RFP.
- 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 RFP.
- 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 RFP 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, “displaying information & messages at all VMD & PA system on rental basis located in Patna”, subject to the provisions of this RFP 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 RFP”** 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 RFP, 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.

2.1.27 **“Ad Slot”** shall mean advertisement slot of 10 second visual display to be played on digital screen.

2.1.28 **“VMD”** means Variable Messaging Display digital boards displaying various information in digital format on LED screen.

2.1.29 **“PA SYSTEM”** means Public Address System Speakers broadcasting various information in audio format by speakers.

2.2. INTERPRETATION

In the interpretation of this RFP, 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 RFP;
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 RFP shall be such date or period as may be extended pursuant to the terms of this RFP;
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 RFP mean and refer to this RFP and not to any particular Article, Clause or Section of this RFP. The terms "Article", "Clause", "Paragraph" and "Schedule" mean and refer to the Article, Clause, Paragraph and Schedule of this RFP so specified;

11. In the case of any conflict, discrepancy or repugnancy between the provisions of RFP 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 RFP 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 RFP DOCUMENT

The RFP 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 RFP for ease of Bidders reference.

3.2. INTRODUCTION TO RFP

- 3.2.1 This section should be read in conjunction with other sections of RFP. The words and expressions, which are defined in this Section of RFP i.e. Instructions to Bidders (ITB), have the same meaning when used in the other Sections of RFP, 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 RFP.
- 3.2.3 The Bidders are advised to submit their Bids complying with the requirements stipulated in the RFP 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 RFP in totality and is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of the RFP 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 RFP 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 RFP.
- 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 RFP 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. Advertisement License & Project Details

Overall Inventory Offered:

1. 30 Large Screen Digital LEDs at 15 locations (Width – 2.88 meters, Height – 1.92 meters, P10 make) Allotments of 30 VMDs installation and maintenance* by PSCL
2. PA system at 51 Locations

*Variable Electricity Charges and Internet Charges to be borne by Successful Bidder

Key Terms	Description
Revenue Share	For the purposes of calculation of Revenue Share, Gross Revenue from sales of Advertisement Slots earned by the Licensee from the Advertising Rights under these tender terms shall be considered <ul style="list-style-type: none"> • The Revenue share % shall be 50%
Minimum Guarantee (MG)	<ul style="list-style-type: none"> • MG for Calendar Year 2023 (Jan'23 to Dec'23 referred to as CY23) shall be quoted by the Bidding Entities as their Financial Bid. • MG shall be escalated annually by positive CPI (Consumer Price Index) as published by the RBI from time to time; it is clarified that in case of negative CPI, MG shall remain unchanged. • MG shall be adjusted on pro-rata basis depending on the phasing timeline of allotment of VMD.
Payment Terms	License Fee payable quarterly in advance which shall be calculated as the higher of - <ul style="list-style-type: none"> MG (quarterly equivalent) as quoted by the Licensee at the time of the bid escalated at positive CPI year-on-year • Revenue Share determined basis the actual quarterly revenue realised by the Licensee for the previous quarter • First invoice shall be raised by 15th of the month, payable by 31st of the same month on the basis of MG only • For the subsequent quarters, Licensee shall pay higher of MG or Revenue Share for the preceding quarter and subsequent invoices shall be raised by the 15th of first month of that quarter and shall be payable by the 31st of the same month • At the end of the last quarter of the License Period, Licensee shall pay only the difference between Revenue Share and the MG for the previous quarter.

Utility charges for electricity and if feasible data to be billed on actuals on a monthly basis payable within the prescribed due date. The rate charged to the Licensee would be at a rate which the electricity distribution company would levy on such a customer.

3.5. 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 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.
4	The Bidder should be an Indian firm with an average annual turnover should be Rs. 1 Crore. (Rupees One Crore) during the last three (3) financial years viz. 2021-22, 2022-23. and 2023-24.	Audited Financial statement for the last three (3) financial years viz. 2021-22, 2022-23. and 2023-24
5	The Bidder should have experience in outdoor advertising Operations continuously for (3) year.	Enclose proof of Outdoor Advertising as Agency/ 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	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 Advertising experience of executing outdoor advertising project: One similar work cost of more than 1 Crore INR. OR Two similar works cost of more than 50 Lakh INR. OR Three similar work cost of more than 25 Lakh INR. Similar facilities means project of outdoor display/ out-of-home advertisements which includes billboards, transit display, streetscape, bus stop display, digital signage etc.	Provide relevant necessary documents establishing the fulfillment of the criteria.
2	Bidder must have: <ol style="list-style-type: none"> i. Positive Net Worth in the last three Financial Year preceding Bid Submission Date ii. Achieved Average Annual turnover of more than 1 Crore from business of outdoor display/ out-of-home advertisements in the last three Financial Year preceding Bid Submission Date. iii. Access to line(s) of credit and availability of other financial resources facilities for not less than Rs. 1 Crore. 	Statutory auditor certificate certifying positive net worth in the last financial years and annual turnover from business of outdoor display/out-of-home display. (2021-22, 2022-23. and 2023-24) Certificate of availability of credit of more than 1 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.

3.6. NON-COMPLIANCE WITH RFP

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 RFP.

3.7. 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.

3.8. VALIDITY OF BID

- 3.7.1 The Bids submitted shall remain valid for 120 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.

3.9. BID SECURITY (EMD)

- 3.8.1 The Bidder shall furnish, along with the Bid, Bid Security (EMD) of Rs. 10,00,000/- (Rupees Ten Lakh) only for this RFP, in the form of unconditional Bank Guarantee; DD of Scheduled Bank; FD/NSC to be pledged in favor of ‘Managing Director.’ Patna Smart City Ltd. 4Th Floor, ICCB cum PSCL 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:
- i. If the Bidder refuses to accept the correction of errors in his Bid, or
 - ii. 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
 - iii. The Preferred Bidder fails to sign the Contract Agreement as stipulated in the RFP, or
 - iv. 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 RFP within the stipulated time period as specified in the RFP.

3.10. 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 RFP 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 RFP.
 - iii. It is not signed and/or sealed in the manner as specified in this RFP.
 - 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 RFP.
 - 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 RFP.
 - 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

- 4.3.1 A pre-bid meeting will be held on the as per NIT at 4th Floor conference hall, 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, PSCL Building, SSP Office Campus, North Gandhi Maidan Patna-20 addressed to Managing Director.
- 4.3.2 The purpose of the pre-bid conference will be to clarify queries of the Bidders related to the Project and Project site and RFP document, if any.
- 4.3.3 Minutes of the pre-bid conference will be placed in the website of PSCL which will subsequently form an addendum to this RFP, as required.

4.3. CLARIFICATION & AMENDMENT OF RFP DOCUMENT

- 4.3.4 Bidder requiring any clarification on the RFP 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 RFP. 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.
- 4.3.5 The Bidders shall note that reliance upon information/ clarification that is provided by any other source shall be at the risk of the Bidders.
- 4.3.6 At any time prior to the Due Date, PSCL may amend the RFP document by issuing an addendum.
- 4.3.7 Any addendum thus issued shall be part of the RFP 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

- 4.3.8 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.
- 4.3.9 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

4.4 FRAUD AND CORRUPT PRACTICES

- 4.4.1 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.

4.4.2 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 RFP 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.

4.4.3 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.

4.5 REJECTION OF BIDS

4.5.1 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.

4.5.2 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 RFP). 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 RFP, 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 RFP.

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 RFP (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 RFP 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 17.00 Hrs. on 30.07.2024

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 (premium) quoted by the bidder, which the bidder will pay to the PSCL authority in view of O&M and revenue collection of Advertising 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. 1.5 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 “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 RFP 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 RFP. 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 RFP 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 2 (two) year from the date of signing of Agreement, after review of performance it will be extended for 1 more year thus with maximum period of 3 years.
- 8.5.2 The project will be awarded initially for 2 year which can be extended for one year based on the performance.

8.6 PRICE BID

- 1) Bidder is required to quote upfront License fees in the format of Price Bid given in this tender in consideration of Authority granting exclusive advertising rights.
- 2) License Fees shall not be subject to any variation, labor condition and fluctuation in fares, taxes and any condition whatsoever.
- 3) Quarterly Advance License Fees shall be paid in advance, payment not made by due date shall attract one time penalty of 25% on quarterly due amount. If license holder fails to pay the said amount after 15th day of the lapsed due date, the license(s) shall deemed to be cancelled and performance security shall be forfeited. Thereafter H2 Bidder shall be given opportunity to match the price within (within 7 days of such cancellation) or fresh auctioned will be conducted.
- 4) Whenever any claim arises against the Licensee for payment of sum of money out of or under the License, Authority shall be entitled to recover such sums or any other sum then due or which at any time may become due from the Licensee under this or any other Contract from Security Deposit with the Authority. Should this sum be not sufficient to cover the recoverable amount, Licensee shall pay to the Authority on demand the balance remaining due.
- 5) Licensee shall have to bear all expenditure related to the License like those to be incurred for providing staff, daily consumables fulfill all the mandatory and statutory/ requirements, etc.

License Fee payable quarterly in advance, License Fee shall be calculated as the higher of -

- MG (quarterly equivalent) as quoted by the Licensee at the time of the bid escalated at positive CPI year-on-year

- Revenue Share determined basis the actual quarterly revenue realised by the Licensee for the previous quarter
- First invoice shall be raised by 15th of the month, payable by 31st of the month the same month on the basis of MG only
- For the subsequent quarters, Licensee shall pay higher of MG or Revenue Share for the preceding quarter and subsequent invoices shall be raised by the 15th of first month of that quarter and shall be payable by the 31st of the same month
- At the end of the last quarter of the License Period, Licensee shall pay only the difference between Revenue Share and the MG for the previous quarter

Illustration of payments:

Quarter	Jan-Mar'23 [^]	Apr-Jun'23	Jul-Sep'23
Date of raising invoice	25-Dec-22	15-Mar-23	15-Jun-23
Due date of payment	31-Dec-22	31-Mar-23	30-Jun-23

[^] Assuming it to be the first quarter from commissioning

Utility charges for electricity and if feasible data to be billed on actuals on a monthly basis payable within the prescribed due date. The rate charged to the Licensee would be at a rate which the electricity distribution company would levy on such a customer.

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 conform with the Standards, Use Allocation provided in this section of RFP, provisions of the Planning & Building Standards of PSCL. The facilities would need to be Operated and 'Maintenance & Performance Standards' provided in this section of RFP.

1.2 SCOPE OF WORK

The scope of work of the service provider shall be to give the services for Display of informative messages/broadcasting information as per fixed performance standards mentioned in this RFP. 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. The Authority would hand over the completed VMD & PA system to the Operator as constructed.
- e. However, all the other investments for operations will have to be made by the Operator. The assessment of actual costs for operations and maintenance will have to be made by the Bidders.
- f. The VMD & PA system is under O&M by earlier appointed agency M/S L&T Technology Services Pvt. Ltd. wherein in current RFP only rights of Display of Information/messages would be in scope of work of bidder.
- g. The O&M service provider will have display rights will share the revenue with PSCL.
- h. To co-ordinate with PSCL and L&T for schedule updates and accordingly display through Electronic Display.
- i. Any other display related work apart from pre-installed display panel will be in scope of successful bidder, prior approval from PSCL would be required for additional display panel installation. No extra cost will be paid by PSCL for additional expense of display panels or accessories.
- j. Arrangements for installation and display of messages/commercial notes at e-toilets will be in scope of work of successful bidder.
- k. The bidder has to pay electricity charges for VMD system.

1.3 PROJECT LOCATION

The location of VMD & PA system for which work is to be done is specified below which may increase or decrease as per site conditions:

List of VMD

Variable Message Sign Display System			
Sr No	Location details	Working Status	Network Status
1	Bailey Road Near Rupaspur Start Point of Bridge	Live	UP
2	Near Zoo gate no.1	Live	UP
3	J P Golamber	Live	UP
4	Kargil chowk	Live	UP
5	Ganga Path Near Atal Path Golambar	Live	UP
6	DC office entry point	Live	UP
7	Patel Golamber	Live	UP
8	Incometax Chauraha	Live	UP
9	AIIMS Patna	Live	UP
10	Danapur Railway station	Live	UP
11	Guru Govind Singh Path	Live	UP
12	Boring Road chowraha	Live	UP
13	New Sachiwalaya	Live	UP
14	Lohia path chakra	Live	UP
15	Kankarbag Main Road near Apollo Hospital	Live	UP

List of PA System

Public Addressing System & Emergency Call Box System				
Sr. No.	Location Name	PA Status	ECB Status	Network Status
1	J P Golumber	Live	Live	UP
2	Sam Nandan Tiraha Akaswani Corner	Live	Live	UP
3	Kargil Chowk	Live	Live	UP
4	Railway Colony Hospital	Down	Live	UP
5	Dakbangalow Chowk	Live	Live	UP
6	Sotan Market(Khaitan market)	Live	Live	UP
7	Langartoli Square	Live	Live	UP
8	Dinkar Chowk	Live	Live	UP
9	Bakarganj tiraha	Live	Live	UP
10	25 No. Check Post (Patel golamber)	Live	Live	UP
11	The two gates at A N College	Live	Live	UP
12	Buddha Colony More	Live	Live	UP
13	Near Rajapul	Live	Live	UP
14	The Main Gate at Chitkohora Kamla Naharu Girls High School	Down	Down	UP
15	Near Anishabad Lal Mandir	Down	Down	UP
16	Panchmukhi Human Mandir Baily RD	Live	Live	UP
17	GANDHI MAIDAN GATE NO.10 outside	Live	Live	UP
18	Gaytri Mandir (Kankarbagh)	Live	Live	UP
19	East Road at Kali Mandir	Live	Live	UP
20	Kumhar Toli More (Pahardhi)	Live	Live	UP
21	Bhootnath Mahaveer Mandir	Live	Live	UP
22	High Court More	Down	Down	UP
23	Near Patna Sahib Station	Live	Live	UP
24	Court More	Live	Live	UP
25	Stations Golumber Buddha Park Corner	Live	Live	UP
26	EAST WEST GPO(GPO Golamber)	Down	Down	UP
27	Ayakar Golumber Infront of Income tax Off	Live	Live	UP
28	Jamal Road and SP Verma Road Square	Down	Live	UP
29	Inner side of Bayur more	Live	Live	UP
30	Overbridge Near ITI Digha Ghat	Live	Live	UP
31	Digha Ashiyana More	Live	Live	UP
32	Children Park	Down	Live	UP
33	Kurji More	Live	Live	UP
34	Indrapuri Railway Crossing (Atal Path)	Live	Live	UP
35	Golghar Square Near Police Line	Live	Live	UP
36	Santusti Gali More	Live	Live	UP
37	Bhattacharya Chowk	Live	Live	UP
38	Dhanuki More down	Live	Live	UP
39	Exhibition Road	Live	Live	UP
40	Kotwali(T)	Live	Live	UP
41	Voltas MORE	Live	Live	UP
42	Atalpath golamber	Live	Live	UP
43	ICCC	Live	Live	UP
44	Engineering College More	Live	Live	UP
45	Airport North	Live	Live	UP
46	Shaikpura Mode	Live	Live	UP

2 MAINTENANCE AND PERFORMANCE STANDARDS

2.1 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 maintenance system 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.

2.2 MAINTENANCE WORKS

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

2.3 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.

2.4 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 RFP 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.

2.5 ADVERTISEMENT RIGHTS

- 1) Licensee is granted the rights of display of advertisements slots on VMD LEDs installed at the places designated in Price Bid of this tender. Advertisements have to be incorporated and uploaded as instructed by PSCL.
- 2) Ads content should be made with minimum use of white color and with high brightness.
- 3) In case of natural disaster like pandemic, waiver or extension will be provided as per the authority approvals. PSCL is committed for minimum 90% uptime and shall not be liable for any rebate in License Fees / compensation to the Licensee for non-display of advertisement of any VMD LED Screen allotted to it during the repair time of that element or any other reason. Any uncontrolled event in excess of 15 continuous days where advertisements are not displayed, PA System not broadcasting, PSCL reserves right to consider rebate of license fees.
- 4) Irrespective of anything contained in this tender document, Authority has the full right to make the Licensee remove any ad that is not found up to its expectations at any time during

the License Period.

- 5) Advertisement rights granted to the Licensee is subject to the following conditions:
- a) The content of the advertisement, PA broadcasting shall maintain standards of decency and uphold public morals. Authority shall reserve the right to prohibit any advertisement in which it finds having objectionable content.
 - b) Any objectionable creative published/broadcasted with explicit, politically misleading content, then it must be sole responsibility of the licensee. Any damages driven out of such incident will be licensee's responsibilities. SCADL shall not be responsible of any consequences and PSCL's decision shall be final and abiding.
 - c) Advertising should not adversely impact upon the safety and functioning of a road, walkway, junction, any other public passage, people and/or assets.
 - d) Advertising does not obscure or conflict with traffic signals, informational and directional signs or street signs.
 - e) All national/ state local level rules and norms in terms of products, themes, content and mode of display would continue to apply.
 - f) The colours and visual graphics of the advertisement must never compete with or subdue the identity of PSCL.
 - g) No Advertisement or display that is on the negative content hereunder shall be allowed to be displayed irrespective of the time of the day and scale of the advertisement. Such list is mentioned below:
 - (i) Advertisement banned by the Advertisement Council of India or by law.
 - (ii) Advertisements of goods or services which are prohibited by any law or whose advertisements prohibited by any law.
 - (iii) Advertisements of any kind of prohibited drugs, hard drinks (Alcohol) and all kind of tobacco products for smoking.
 - (iv) Advertisements containing pornographic contents and/ or an "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986.
 - (v) Advertisements containing sexual overtone and/ or nudity.
 - (vi) Advertisements glorifying exploitation of women or child.
 - (vii) Advertisements showing violence and cruelty to either human being or any kind of organism.
 - (viii) Advertisements showing racial abuse to any caste or community or propagating ethnic differences.
 - (ix) Advertisements related to Political parties during election code of conduct or any misleading political propaganda.
 - (x) Advertisements related with lottery tickets, sweepstakes entries and slot machines.
 - (xi) Any fully animated, laser, or blinking displays.
 - (xii) Any advertisement not found appropriate by the Authority.

2.6 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.

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 statues.	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 (Para 4.1.2 of Para 4) 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 2 years which can be further extended for one

more 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) }

Dated:

**To,
The Managing Director,
4th Floor ICCC Building
SSP Office Campus, North of Gandhi Maidan
Patna Smart City**

Sub: Submission of RFP for “SELECTION OF AGENCY FOR ADVERTISEMENT RIGHTS OF AD SLOTS ON VARIABLE MESSAGING DISPLAY (VMD) LEDs & PA SYSTEM INSTALLED BY PATNA SMART CITY ON REVENUE SHARING BASIS”

Dear Sir:

1. We are submitting this Bid (Proposal) on our own.

Sl.	Names of Company	Address
1	

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

2. Having visited the site and examined the RFP 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 RFP.
3. This Bid and your written acceptance of it shall form part of the Project Agreementsto 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. Weunderstand 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 RFP, 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 RFP/ 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 RFP/ Contract Agreement.

We undertake, if our Bid is accepted, we will complete the Project, commence operations, and maintain the project facilities as per the RFP/ Contract Agreement.

5. We agree to abide by this Bid for a period of **120 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 RFP.
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 RFP.
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 RFP;
 - Development Controls or any other statutory authorities like PMC etc.
 - The Technical specifications, the performance standards etc as stipulated in the RFP;
 - 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			
Dated			
Name of Work		Selection of Agency for "SELECTION OF AGENCY FOR ADVERTISEMENT RIGHTS OF AD SLOTS ON VARIABLE MESSAGING DISPLAY (VMD) LEDs & PA SYSTEM INSTALLED BY PATNA SMART CITY ON REVENUE SHARING BASIS" under Smart City Mission (SCM) in Patna	
SI 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 RFP.		

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 RFP			
8	Audited statement Certificate from the Chartered Accountant/ statutory auditor/ Company Secretary clearly specifying the annual turnover from the work.	Financial Year 2021-22		
		Financial Year 2022-23		
		Financial Year 2023-24		
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 RFP format)			
14	Power of attorney for signing the BID (As per RFP format)			
15	Power of attorney for (As per RFP format)			
16	Declaration of Non-Blacklisting (As per RFP format)			
17	Agreement (As per RFP format)			
18	Anti-Collusion Certificate (As per RFP format)			
19	Technical bid checklist			
20	Project Undertaking			
21	Technical experience Detail of O&M experience			
22	Financial Capacity of the bidder (As per RFP format)			
23	Commercial Bid letter			
24	Price Bid format			
25	All other Documents, Forms, Formats and compliances as per the tender document / RFP.			

.....
PATNA SMART CITY LIMITED

**ANNEXURE 3
DETAILS OF BIDDER**

[On the letter head of the Bidding Company]

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:

ANNEXURE 3A
POWER OF ATTORNEY FOR SIGNING OF BID

(On a Non-Judicial Stamp Paper of Rs. 100)

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 Selection of SELECTION OF AGENCY FOR THE RIGHTS OF AD SLOTS ON VARIABLE MESSAGING DISPLAY (VMD) LEDs & PA SYSTEM INSTALLED BY PATNA SMART CITY ON REVENUE SHARING BASIS pursuant to the RFP dated [] (“RFP”) 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 RFP.

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

(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 RFP from interested parties for “SELECTION OF AGENCY FOR THE RIGHTS OF AD SLOTS ON VARIABLE MESSAGING DISPLAY (VMD) LEDs & PA SYSTEM INSTALLED BY PATNA SMART CITY ON REVENUE SHARING 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.1000 Non Judicial Stamp Paper)

THIS AGREEMENT is executed at _____ on this _____ day of _____ 2022
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
Registered _____ the Companies Act 1956/2013 and having its (hereinafter referred to
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 based on the Request for Proposal (RFP) from PSCL For “SELECTION OF AGENCY FOR ADVERTISEMENT RIGHTS OF AD SLOTS ON VARIABLE MESSAGING DISPLAY (VMD) LEDs & PA SYSTEM INSTALLED BY PATNA SMART CITY ON REVENUE SHARING BASIS”
- 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 RFP 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 firsthereinabove 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 Rs. 100 value)

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

Date ----

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

Sub: Submission of RFP for “SELECTION OF AGENCY FOR THE RIGHTS OF AD SLOTS ON VARIABLE MESSAGING DISPLAY (VMD) LEDs & PA SYSTEM INSTALLED BY PATNA SMART CITY ON REVENUE SHARING BASIS”

We have read and understood the Request for Proposal (RFP) 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 RFP 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

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)
	2021-22	2022-23	2023-24	
Bidding Company				

A Bidder consisting of a single entity should fill in details as per the row titled Bidding Company

The Bidder should provide details of its own Financial Capacity

(The Bidder 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/shereby 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 “SELECTION OF AGENCY FOR THE RIGHTS OF AD SLOTS ON VARIABLE MESSAGING DISPLAY (VMD) LEDs & PA SYSTEM INSTALLED BY PATNA SMART CITY ON REVENUE SHARING 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 RFP 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 Quarterly Premium “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 RFP, 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 Authorization Premium.

Yours faithfully,

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

ANNEXURE 11

PRICE BID FORMAT

Name of Work: “SELECTION OF AGENCY FOR THE RIGHTS OF AD SLOTS ON VARIABLE MESSAGING DISPLAY (VMD) LEDs & PA SYSTEM INSTALLED BY PATNA SMART CITY ON REVENUE SHARING BASIS”

Description of Work	Quantity	Amount in INR (Exclusive of Taxes)	
		In Figure	In Words
SELECTION OF AGENCY FOR THE RIGHTS OF AD SLOTS ON VARIABLE MESSAGING DISPLAY (VMD) LEDs & PA SYSTEM INSTALLED BY PATNA SMART CITY ON REVENUE SHARING BASIS	1 Job		

- * The price bid quoted by bidder shall be for a period of 1 (one year) which will be incremented to increase of 5% annually for the maximum 2 years' contract period.
- * 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 RFP <<RFP 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 RFP> 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 SELECTION OF AGENCY FOR ADVERTISEMENT RIGHTS OF AD SLOTS ON VARIABLE MESSAGING DISPLAY (VMD) LEDs & PA SYSTEM INSTALLED BY PATNA SMART CITY ON REVENUE SHARING 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 the period of two years with effect from..... towhich can be further extended to a period of 1 year 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: