



# Patna Smart City Limited (PSCL)

## NOTICE INVITING TENDER FOR

### LABELLING OF SMART CITY PROJECTS, PATNA with O&M

(Through e-procurement mode only- [www.eproc2bihar.gov.in](http://www.eproc2bihar.gov.in))

**NIT No. – 08/MD/PSCL/2023-24**

**Date:-05.12.2023**

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	Estimated Cost (Rupees)	Bid Document (Non-Refundable)	Bid Security (EMD)	Bid Processing Fee	Time for completion
LABELLING OF SMART CITY PROJECTS, PATNA with O&M of 2 Years	Rs. 21.78 Lakhs	Rs. 5900/-	Rs. 109000/-	As per Eproc2 website	1 Month

2. Date of Downloading of Bid Document : From 07.12.2023 to 29.12.2023 up to 03:00 P.M. Through website : [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in)
3. Place & Date of pre-bid meeting : Date: 12.12.2023, Time 03.00 P.M.; Patna Smart City Limited, 4th Floor, ICCC -cum- PSCL Building, SSP Office Campus, Gandhi Maidan, Patna-800001
4. Last date of Receiving Pre-Bid Queries (Online) : Date: 12.12.2023, Time 05.00 P.M.
5. Last Date and time for uploading of bid. : Date: 29.12.2023 up to 04.00 P.M. Through website : [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in)
6. Last Date and time for submission of hard copy of bid : Date: 29.12.2023, Time 04.30 P.M.
7. Time & Date of opening technical bids : Date: 29.12.2023, Time 05.00 P.M.
8. Time & date of opening financial bids : To be communicated later on
9. Place of opening of Bid : Through website : [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.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.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) & download/participate in E-tender.
13. The tender documents can be obtained through our website [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.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.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) before the date & time specified in  
(iii) the NIT. 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.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in)
16. Earnest Money should be on line through e-proc2 as per time specified on e-proc 2 or in the form of Bank Guarantee of any scheduled banks payable in favour of Managing Director, Patna Smart City Ltd, on or before 04:30 PM on 29.12.2023 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.eproc2.bihar.gov.in](http://www.eproc2.bihar.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.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in)
19. For queries & Clarifications, if any, send e-mail to [patnasmartcity.psc@gmail.com](mailto:patnasmartcity.psc@gmail.com).

ज्ञापक:- 714 /पटना स्मार्ट सिटी लिमिटेड, पटना, दिनांक-05/12/2023 ई0.

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



**GOVERNMENT OF BIHAR**



**Smart City Patna**

“बेहतर हो पहचान अपना, विकसित राजधानी सुन्दर पटना”

**TENDER DOCUMENT  
For  
e-Procurement  
System  
for  
F2 FORM OF CONTRACT**

**NIT No. - 08/MD/PSCL/2023-24**

**TENDER DOCUMENT**  
**For**  
**e-Procurement**  
**System**  
**for**  
**F2 FORM OF CONTRACT**

**FOR**

**LABELLING OF SMART CITY PROJECTS, PATNA**  
**UNDER**  
**SMART CITY MISSION (SCM) IN PATNA**

**ON**

**ITEM RATE BASIS**



# Patna Smart City Limited (PSCL)

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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.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) & download/participate in E-tender.
13. The tender documents can be obtained through our website [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) & <http://www.smartpatna.co.in>.
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Managing Director  
Patna Smart City Limited



## **DISCLAIMER**

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

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

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

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by PSCL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and PSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and PSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid regardless of the conduct or outcome of the Selection process.

# 1. INSTRUCTIONS FOR ONLINE BID SUBMISSION

- (i) PSCL as implementing agency intends to undertake a competitive bidding process in order to shortlist and qualify suitable Bidders, who shall be eligible for evaluation of their price bids towards selection of the successful bidder in terms of the SBD for award of the project.
- (ii) The SBD document containing the project profile, invitation for qualification and criteria for evaluation may be obtained from the website: [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) (Under PSCL)
- (iii) For support related to e-tendering process, bidders may contact “mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar, Contact No: 1800 572 6571
- (iv) PSCL as implementing agency will not be responsible, in case of any delay, due to any reason whatsoever, in receipt of Bid Documents.
- (v) The Owner reserves the right to reject any or all Bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case, no Bidder/intending Bidder shall have any claim arising out of such action.
- (vi) For participating in e-tendering process, the contractor shall have to get themselves registered to get used ID, Password and digital signature. This will enable them to access the website [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) and download/participate in e-tender.
- (vii) The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-procurement website <https://www.eproc2.bihar.gov.in/BELTRON> and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
- (viii) The detail of the bidding process and summary of the scope of construction works for the project is included in the SBD document.
- (ix) Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
- (x) In the unlikely event of the server for [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) being down for more than two consecutive hours (in the period from midnight to closing time for receipt of tenders) on the last date of receiving of bid, the last date of the same shall be extended by concerned authority only to the next working day till the last receiving time stipulated in the original NIT.
- (xi) The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded. If they feel that the complete

file is not uploaded then they should click on cancel & update the same before submission. The bidders should satisfy themselves of download ability/ visibility of the scanned & uploaded file by them.

- (xii) The bidders must use MS Office-2003 version. File size should be less than 5MB and should be in M.S. word, M.S. Excel, PDF and JPEG Formats.
- (xiii) The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given for respective tenders in e-Procurement website ([www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in)) at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness /authenticity.
- (xiv) Bidder must submit the EMD and Tender Fee (**online and original hard copy as well**) and the Technical and Financial Bid in **online only** as per Clause of this SBD. **The Financial bid submitted in hard copy shall be treated as non-responsive and eligible for rejection.** The original hard copy (EMD and Tender Fee) must submit to the Tender Inviting Authority PSCL at 4<sup>th</sup> Floor, Patna Smart City Building, SSP Office campus, Gandhi Maidan, Patna-800001 Bihar, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- (xv) The bidder has to select the payment option as offline to pay the Tender FEE as applicable and enter details of the instruments.
- (xvi) The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
- (xvii) A bid processing fee (Non-Refundable) to be paid only through e-Payment modes i.e., Internet Payment Gateway (Master or Visa Card) /Internet Banking/NEFT or RTGS towards charges for online processing charges of e-procurement website.
- (xviii) In exceptional circumstances, the competent authority, PSCL may solicit the Bidder's Consent to an extension of the period of validity.
- (xix) Corrigendum/ Addendum, if any, will be published on the website itself.
- (xx) For any queries regarding Tendering process, the bidders may contact at address as provided in the tender document.
- (xxi) Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances



## **2. INTRODUCTION**

### **2.1 About PSCL**

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

### **2.2 Introduction to Project**

The Ministry of Housing and Urban Development (MoHUA), Government of India (GoI) has initiated Smart Cities Mission (SCM), under which selected cities are being developed as smart cities with a focus on improving citizen services with ICT intervention. Smart Cities Mission (SCM) is an urban renewal and retrofitting program by the Government of India with a mission to develop 100 cities all over the country making them citizen friendly, sustainable and investment destination. Under the smart city scheme, Government has emphasized to improve the basic civic amenities of the cities on one hand and the provision of modern technological advances for ease of living on the other hand.

The Smart City Proposal for Patna envisions to implementing a number of projects categorized into Area Based Development (ABD) projects and Pan City components. The ABD projects focuses on physical infrastructure components, whereas the Pan City components focuses on the ICT interventions in the city.

To achieve Patna's vision for a smart city, large numbers of measures are required to be implemented. About 30 projects are being done by Patna Smart City out of which 15 projects are completed. PSCL has decided to select a reputed labelling/signage agency for labeling of smart city projects in Patna. It is a model in which private player is responsible for Procurement, Supply, Installation & Commissioning of Labelling Boards, Stickers, signage and standee as display Unit and transfer back the facility to PSCL. Smart city projects are located in different parts of the city. BOQ and specifications are attached in Annexure.

In pursuance of the above, PSCL has decided to carry out the process for selection of Agency for Procurement, Supply, Installation & Commissioning of Labelling Boards, Stickers, signage and standee as display Units through a competitive bidding/ open tender process. The service provider/bidder will install the labeling as per specified material, dimensions, and specifications. The operator will be liable to provide manpower for all related services & its allied activities in O&M period as per the standard industry practices. The scope of work of the project shall broadly include Procurement, Supply, Installation, and commissioning of Labelling Boards, Stickers, signage, standee, and Operation and Maintenance for 2 years minimum as per norms and guidelines provided in this RFP.

### 3. TECHNICAL QUALIFICATION CRITERIA

<b>TECHNICAL BID EVALUATION SHEET</b>			
<b>NAME OF WORK :-</b>			
<b>B.O.Q. AMOUNT :-</b>			
<b>EARNEST MONEY :-</b>			
<b>DATE OF TENDER :-</b>			
<b>Sl. No.</b>	<b>PARTICULARS</b>	<b>LAI D DOWN CRITERIA AS PER NIT CONDITION</b>	<b>EVALUATION CRITERIA</b>
A	Name and address of agency.		
B	Registration no. & department	Agency must be registered with Govt./State Govt./Undertakings	Mandatory Agency must be registered otherwise bid will be rejected.
C	Character Certificate	Must Possess valid character certificate	Mandatory .....do.....
D	GST	GST	Mandatory .....do.....
E	Income tax clearance	Copy of income tax return for the financial year 2022 -2023 Must quote PAN No.	Mandatory .....do.....
F	Earnest Money	In the form as specified in N.I.T and required amount Rs-	Mandatory .....do.....

**NOTE :-** The bidders should necessarily be responsive on above mentioned Five heads.

# **BIDDING DOCUMENT**

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## **PROCUREMENT OF WORKS**

**FOR WORKS COSTING LESS THAN Rs. 2 CRORES**

# INVITATION FOR BID(IFB)

## SECTION 1 INSTRUCTION TO BIDDERS

### A. GENERAL

#### 1. Scope of Bid

- 1.1 The Employer (named in Appendix to ITB) invites bids for the construction of works (as defined in these documents and referred to as "the works") detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.
- 1.3 Throughout these bidding documents, the terms 'bid' and 'tender' and their derivatives (bidder / tenderer, bid/tender, bidding/tendering, etc.) are synonymous.
- 1.4 Administrative authority shall decide that this agreement would be either PERCENTAGE RATE OR ITEM RATE and accordingly the non-relevant sections of this document must be crossed.

#### 2. Funds

- 2.1 The expenditure on this project will be met as decided by the Competent Authority.

#### 3 Eligible Bidders

- 3.1 This *Invitation for Bids* is open to all bidders.
- 3.2 All bidders shall provide details as per technical sheet, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the Consultant; Engineer-in-Charge or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract or involved in supervision of the contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates shall not be eligible to bid.
- 3.3 Bidders shall not be under a declaration of ineligibility for delay, failure or corrupt and fraudulent practices by any of the State Govt. or Central Govt. or Public Undertaking or any Autonomous Body.

#### 4. Qualification of the Bidder

- 4.1 All bidders shall provide Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule,
- 4.2 **Bids from Joint ventures are not acceptable.**

#### 5. Bidding Process

Following documents related to this tender are available at website which should be downloaded by the bidder: -

- 1) TENDER DOCUMENT (Document available in Tender free View)
- 2) TECHNICAL BID SHEET

Bidder shall have to download empty document and upload filled file for evaluation of technical bid.

**BOQ FINANCIAL BID**

Bidder shall have to download empty document and upload filled file for evaluation of financial bid.

**BID EVALUATION: -**

Bid shall be evaluated in two stages:

- 1) Evaluation of technical bid which consists of
  - a) Eligibility of bid, and
  - b) Score of technical bid
- 2) Evaluation of financial bid

**1 ELIGIBILITY OF BID**

- 1) Required Bank Draft against fee for Tender Papers
- 2) Required Earnest money against the work, properly pledged
- 3) Registration in appropriate class with Building Construction Department
- 4) Character certificate issued by District Magistrate or SP
- 5) GST registration
- 6) PAN

**2 DOCUMENTS TO ASSIGN SCORE OF TECHNICAL BID**

Bidder should upload the following documents in support of technical evaluation. Documents shall be attached in the same sequence as noted down below.

- a. Audited Annual Financial Turnover from Chartered Accountant for the years
  - i. 2020-2021
  - ii. 2021-2022
  - iii. 2022-2023
- b. Certificates by Employer (not below the rank of Executive Engineer) for successful completion of works during last five years, specifying
  - i. Name of work
  - ii. Employer
  - iii. Location
  - iv. Contract amount
  - v. Date of start
  - vi. Date of completion
  - vii. Number of storey
  - viii. Total area/items of work done
- 2) List of Works in hand (Existing Commitment) specifying
  - i. Name of work
  - ii. Employer
  - iii. Location
  - iv. Contract amount
  - v. Date of start
  - vi. Date of completion.
- 3) C.V. of Engineers/graphic designers/artist with
  - i. Educational qualification certificate
  - ii. Individual affidavit of person to perform the job if allotted to bidder

- b. Document showing ownership of plants and equipment needed for successful completion of work :-
- i. Workshop
  - ii. Welding Machine
  - iii. Computers/Laptops
  - iv. Printers
- 4) Details of financial availability: -
- i. Certificate of any Nationalized Bank extending credit facility up to 10 % of B.O.Q Amount
  - ii. Self declaration of investing 25 % of B.O.Q Amount.
- 5) Certificates in the form of Affidavit by the bidder for: -
- i. Bidder had not abandoned any project which was taken up by bidder
  - ii. Bidder had never been in Litigation lying in any court of law with employer of previous works
  - iii. Bidder had no relative or any person directly or indirectly involved in design, execution, supervision and testing of this tendered
- 6) Bidding Capacity statement
- Bidding Capacity,  $BC = A \times N \times 2 - B$
- Where,
- A= Maximum ATO at current price level (with 8% annual indexation)
- N = Time of completion of this tendered work in years
- B = Value of works in hand (Existing Commitment of Bidder)

### 3 SCORE OF TECHNICAL BID

Procedure of evaluation of Technical Bid is laid down in Technical Evaluation Sheet laid below:-

MARKING DETAILS				
SI. NO.	PARTICULARS	LAI D DOWN CRITERIA AS PER NIT CONDITION	EVALUATION CRITERIA	Marking Methodology
			FULL MARKS	Desired Distribution of Marks
1	2	3		
1	Average annual financial turn over of last three years (AATO may be indexed as per norms of bidding documents)	Submit the certificate of A.T.O of last 03 financial years duly certified by the chartered account. 2020 – 2021 2021 – 2022 2022 - 2023	30	i) AATO equal to or above BOQ amount--30 ii) AATO equal to or above 70% of BOQ amount--20 iii) AATO equal to or above 50% but below 70% of BOQ amount--15 iv) AATO equal to or above 40% but below 50% of BOQ amount--10 v) AATO equal to or above 25% but below 40% of BOQ amount--5 vi) AATO below 25% of BOQ amount--Nil Average A.T.O.after indexation
2	Experience of doing work of similar nature	Must submit details of work done duly certified by the concerned E.E	20	i)If executed single work of similar nature equal to 50% of BOQ amount-20 ii)If executed single work of similar nature equal to 40% of BOQ Amount----15 iii)If executed single work of similar nature equal to 25% of BOQ Amount----10

				iv) If executed single work of similar nature below 25% of BOQ Amount-- --nil
3	Details of Engineering setup for successful completion of work	Must submit details with individual affidavit of Company.	10	i) Degree/Diploma (Civil) – 1 Nos -- 4 ii) BCA/Diploma (computer) – 1 Nos. -- 2 iii) ITI (Welder) – 2 Nos. -- 4
4	Details of Equipment	Must submit details individual affidavit of Company.	10	(i) Welding Machine facility---03 (ii) Computers/Laptops --03 (iii)Welding Machine-----02 (iv) Printers ----02
5	Details of financial availability through bank or self	Bank certificate of extending credit facility up to 10% of BOQ amount	10	i)credit facility certificate given by Indian Bank upto 10% of project amount-----05 (ii)Self declaration----05 (iii)No Self declaration----00
6	Necessary undertakings	Agency should furnish the following undertakings. (i)Not abandoned project. (ii) No litigation. (iii) No relation.	5	(i) Not abandoned any project--03 (ii)No litigation--01 (iii)No relation---01 (iv)Not submitted any certificate--- 00
7	Bidding capacity $BC = A \times N \times 2 - B$ . A=Mas.ATO after indexation. B=Value of work in hands (Existing commitment) N=Time of completion	Attach bidding statements with details	10	i)BC more than or equal to BOQ amount--10 ii)BC more than or equal to 70%but below BOQ amount--5 iii)BC more than or equal to 50%but below 70% of BOQ amount--3 iv)BC below 50% of BOQ amount--- -nil
8	Timely completion of project	Attach certificate of the concern E.E	5	i)If three or more than three projects executed in stipulated time during last five year--05 ii)If less than three projects executed in stipulated time during last five year--03 iii)If no projects executed in stipulated time during last five year-- 00

**Total Marks**

**100**

**Bidder should score 50 marks out of full marks (100) for estimated Cost up to Rs.200 Lac.**

#### **4 EVALUATION OF FINANCIAL BID**

The financial bid of only those bidders shall be opened who will qualify in evaluation of score of

Technical Bid.

- 5 The Bidder should quote the rates including item of works incorporated in BOQ, all materials, all labor, all taxes, royalty, carriage, tools and plants and contingent expenses.
- 6 It will be presumed that the Bidder has carefully examined & have satisfied himself completely with: nature of works, extent of liability of the work, bill of Quantity specification, conditions of Tender, approved quarries, materials carriage leads, condition of the site of works, means of communication, approach road for access to the works site, availability of site, labor in connection with the completion of work etc. No claim either for cost or for extension of time will be entertained on anyone of these or similar ground.
- 7 Quantity of items stipulated in Bill of Quantities may increase or decrease.
- 8 If amount of financial bid of bidders are same, work shall be allotted by draw of lots.
- 9 Any information related to tender shall be collected from related office.
- 10 Tender incomplete in any respect shall not be entertained.
- 11 Conditional Tender shall not be entertained.

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- have record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc; and/or
- participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

**6. One Bid per Bidder**

- 6.1 Each bidder shall submit only one bid for any work or one package or group. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

**7. Cost of Bidding**

- 7.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

In case of cancellation of tender, cost of bidding document will be charged each time.

**8. Site Visit**

- 8.1 The Bidder, at the Bidder's own responsibility and risk must visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

- 7.2. Tender documents are not transferable.

**9. Pre-bid meeting.**

- 9.1 The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in appendix.
- 9.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.3 The bidder is requested to submit any questions in writing or by fax to reach the Employer not later than one week before the meeting.



- 9.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all through eproc2 website. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by PSCL exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting. All bidders have to download any addendum from the website. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 9.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 10. Amendment of Bidding Documents**
- 10.1 Before the deadline for submission of bids, PSCL may modify the bidding documents by issuing addendum.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be downloaded by all the bidders.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, PSCL may, at its discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2.

### **C. PREPARATION OF BIDS**

**11. Language of the Bid**

All documents relating to the bid shall be in English/Hindi.

**12. Documents Comprising the Bid**

The bid to be uploaded by the bidder shall be in two separate parts;

Part I shall be named "Technical Bid" and shall comprise

- (i) Earnest money in the form specified
- (ii) Qualification Information and supporting documents
- (iii) Certificates, undertakings, affidavits
- (iv) Any other information pursuant
- (v) Undertaking that the bid shall remain valid for the period.
- (vi) An affidavit affirming the information he has furnished in the bidding document is correct to the best of his knowledge and belief.

Part II shall be named "Financial Bid" and shall comprise

- (i) Form of Bid
- (ii) Priced Bill of Quantities

**13. Bid Prices**

13.1 The contractor shall bid for the whole work as described in Sub-Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.

13.1.1 The bidder shall adopt the percentage rate method or item rate method as specified in the appendix to ITB; only the same option is allowed to all the bidders.

13.1.2 All duties, taxes, and other levies payable by the contractor under the contract or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

13.2 Deleted.

13.3 The rate should include the cost of all seen and unseen expenditure. No claim, whatsoever, will be entertained due to non-inclusion of any such event necessary for the completion of the item of work.

**14. Currencies of Bid and Payment**

14.1 The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees.

**15. Bid Validity**

- 15.1 Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in Clause 20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive. In case of discrepancy in bid validity period between that given in the undertaking pursuant to Clause 12.1 (v) and the Form of Bid submitted by the bidder, the latter shall be deemed to stand corrected in accordance with the former and the bidder has to provide for any additional security that is required.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid.
- 16. Earnest Money**
- 16.1 The Bidder shall furnish, as part of his Bid, a Bid security in the amount as per NIT for this particular work. This bid security shall be in favor of **Managing Director, Patna Smart City Ltd, Patna.**
- a. Demand Draft of any scheduled Indian Bank.
  - b. Unconditional bank guarantee from any scheduled Indian bank issued within the state in the format given in Vol. III (If issued from any bank outside state will be converted to any bank within the state before executing the agreement).
  - c. Indian post office term deposit 1 year/ 2 year/ 3 year; National saving Certificate; Kisan Vikash Patra duly endorsed by the Competent Postal authority in Bihar.
  - d. Fixed deposit receipt of a Schedule bank, Fixed deposit receipt should be Valid for six months after last date of receipt of tender and shall be pledged in favour of the department.
  - e. 5 year National Development bond/ State development loan Certificate.
- 16.2 Unconditional bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.
- 16.3 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.
- 16.4 The Earnest money of unsuccessful bidders will be returned within 28 days of the end of the bid validity period specified in Sub-Clause 15.1.
- 16.5 The Earnest money of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- 16.6 The Earnest money may be forfeited
- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
  - (b) if the Bidder does not accept the correction of the Bid Price, pursuant to Clause 26; or
  - (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
    - (i) sign the Agreement; or
    - (ii) Furnish the required Performance Security.
- 17. Alternative Proposals by Bidder**
- 17.1 Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including mobilization advance or time for completion), basic technical design as indicated in the drawing and specifications. Conditional offer or alternative offers will not be considered further in the process of tender evaluation.
- 17.2 Conditional tender will be rejected forthwith.
- 18. Format and Signing of Bid**

- 18.1 The Bidder shall upload Technical bid and financial bid comprising of the documents as described in clause 12 of ITB at the eproc2 site ([www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in))
- 18.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clause 4.3. All pages of the bid where entries or amendments have been made shall be initialed by the person or persons signing the bid and a certificate of corrections must be given by **PSCL**
- 18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by **PSCL**, or as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

## **D.SUBMISSION OF BIDS**

**(only on website: [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) )**

**( Sl.No. 19 To 21.1, shall be done through e-tendering Process )**

### **19. Sealing and Marking of Bids**

- 19.1 The bidder shall download the bid document from the site website: [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) and upload the scanned copy of required documents together with filled up documents on the website.: [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in)

The contents of Technical and Financial Bids will be as specified in Bid.

### **20. Deadline for Submission of the Bids**

- 20.1 Complete Bids (including Technical and Financial) must be uploaded at [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) not later than the date indicated in appendix.
- 20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

### **21. Late Bids**

- 21.1 Not allowed

## **E. BID OPENING AND EVALUATION**

**(Only on website: [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) )**

**( Sl.No. 22 To 27.5, All Process shall be done through e-tendering Process )**

### **22. Bid Opening**

- 22.1 **PSCL** or their authorized representative will open all the Bids submitted on [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) at the time and date specified in Appendix in the manner specified in Clause 20.
- 22.2 The "Technical Bid" shall be opened on the website [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in). The amount, form and validity of the Earnest money furnished with each bid will be verified. If the bid security furnished does not conform to the amount and validity period as specified in the Invitation for Bid (ref. Column 6), and has not been furnished in the form specified in Clause 16, the technical bid will not be opened.
- 22.4 (i) Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid security will be taken up for evaluation with respect to the Qualification Information and other information furnished in Part I of the bid pursuant to Clause 12.1.
- (ii) After receipt of confirmation of the bid security, the bidder will be asked in writing (usually within 10 days of opening of the Technical Bid) to clarify or modify his technical bid, if necessary, with respect to any rectifiable defects.
- (iii) The bidders will respond in not more than 7 days of issue of the clarification

- letter.
- (iv) Immediately (usually within 3 to 4 days), on receipt of these clarifications the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.
- 22.5 The Financial bids of only those bidders will be opened on the website [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in), who qualifies in the technical evaluation. The remaining bids will not be opened. The responsive Bidders' names, the Bid prices, the total amount of each bid, any discounts, Bid Modifications and withdrawals, and such other details as PSCL may consider appropriate, will be announced by PSCL at the opening. Any Bid price or discount, which is not read out and recorded will not be taken into account in Bid Evaluation.
- 22.6 In case bids are invited in more than one package, the order for opening of the "Financial Bid" shall be that in which they appear in the "Invitation For Bid".
- 22.7 PSCL shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 22.5

**23. Process to be Confidential**

- 23.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by a Bidder to influence PSCL's processing of Bids or award decisions may result in the rejection of his Bid.

**24. Clarification of Financial Bids**

- 24.1 To assist in the examination, evaluation and comparison of Bids, PSCL may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by PSCL in the evaluation of the Bids in accordance with Clause 26.
- 24.2 Subject to sub-clause 24.1, no Bidder shall contact PSCL on any matter relating to his bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of PSCL, it should do so in writing.
- 24.3 Any effort by the Bidder to influence PSCL in PSCL's bid evaluation, bid comparison or contract award decisions may result in the rejection of the Bidders' bid.

**25. Examination of Bids and Determination of Responsiveness**

- 25.1 During detailed evaluation of "Technical Bids", PSCL will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding documents. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.
- 25.2 A substantially responsive "Financial Bid" is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, PSCL's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 25.3 If a "Financial Bid" is not substantially responsive, it will be rejected by PSCL, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**26. Correction of Errors**

- 26.1 "Financial Bids" determined to be substantially responsive will be checked by PSCL for any arithmetic errors. Errors will be corrected by PSCL as follows:
- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
  - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- 26.2 The amount stated in the "Financial Bid" will be corrected by PSCL in accordance with the above procedure and the bid amount adjusted with the concurrence of the Bidder in the following manner:
- (a) If the Bid price increases as a result of these corrections, the amount as stated in the bid will be the 'bid price' and the increase will be treated as rebate;
  - (b) If the bid price decreases as a result of the corrections, the decreased amount will be treated as the 'bid price'
- Such adjusted bid price shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Earnest money may be forfeited in accordance with Sub-Clause 16.6(b).

**27. Evaluation and Comparison of Financial Bids**

- 27.1 PSCL will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 25.2.
- 27.2 In evaluating the Bids, PSCL will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause 26; or
  - (b) making an appropriate adjustment for any other acceptable variations, deviations.
- 27.3 PSCL reserves the right to accept or reject any variation or deviation. Variations and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for PSCL, shall not be taken into account in Bid evaluation.
- 27.4 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract, PSCL may require the Bidder to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, PSCL may require that the amount of the performance security set forth in Clause 31 be increased at the expense of the successful Bidder to a level sufficient to protect PSCL against financial loss in the event of default of the successful Bidder under the Contract.
- 27.5 A bid, in the opinion of employee which contains several items in the Bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder, may be rejected as non-responsive.

## **F. AWARD OF CONTRACT**

**28. Award Criteria**

- 28.1 Subject to Clause 29, PSCL will award the Contract to the Bidder whose Bid has been determined
- (i) to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price; and
  - (ii) to be within the available bid capacity adjusted to account for his bid price which is evaluated the lowest in any of the packages opened earlier than the one under consideration.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluated bid price.

29. **PSCL's Right to Accept any Bid and to Reject any or all Bids**  
Notwithstanding Clause 28, PSCL reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for PSCL's action.
- 30. Notification of Award and Signing of Agreement**
- 30.1 The Bidder whose Bid has been accepted will be notified of the award by PSCL prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *General Conditions of Contract* called the "Letter of Acceptance") will state the sum that PSCL will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 30.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of the performance security in accordance with the provisions of Clause 31.
- 30.3 The Agreement will incorporate all agreements between PSCL and the successful Bidder. It will be signed by PSCL and the successful Bidder, after the performance security is furnished.
- 31. Performance Security & Security deposit @ 10% including 5% of PBG.**
- 31.1 Within 10 (Ten) days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to PSCL a Performance Security in any of the forms given below for an amount equivalent 5% of the Contract price plus additional security for unbalanced Bids in accordance with the Clause 27.4 of ITB and the provisions of Bihar Finance Rules / RCD Notification No-448(S) & 449 (S), dated 16.01.2020. If the performance security is provided by the successful Bidder in the form of Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized /Schedule Indian Bank Within state or (b) acceptable to PSCL and shall be valid up to 60 days beyond the DLP period.
- 31.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause 31.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 32. Advance Payment and Security**
- 32.1 PSCL will provide an Advance Payment on the Contract Price as stipulated in the General Conditions of Contract, subject to maximum amount, as stated in the Contract Data.
- 33. Corrupt or Fraudulent Practices**
- 33.1 PSCL will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with PSCL or any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.
- 33.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause and Sub-Clause 14 of the General Conditions of Contract.
- 34. Payment**  
The payment shall be as per quoted rate in BOQ sheet of financial bid through following

stages: -

S.No.	Payment Stage	Payment schedule
1.	Procurement, Installation & Commissioning	70%
2.	Inspection & Final approval	10%
3.	One Year completion of O&M	10%
4.	Two Year completion of O&M	10%

SECTION 2  
QUALIFICATION INFORMARION

(To be filled in by Bidder)



## QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for purposes of post qualification as provided for in Clause 4 of the Instructions to Bidders. This information will not be incorporated in the Contract.

**1. For Individual Bidders**

**1.1 Constitution or legal status of Bidder**  
(Attach copy)

Place of registration:

Principal place of business:

Power of attorney of signatory of Bid  
(Attach)

**1.2 Total value of Civil Engineering construction** 200\_\_\_\_\_200\_\_\_\_\_ work performed in the last five years\*\*  
(In Rs. Lac) 200\_\_\_\_\_200\_\_\_\_\_

**1.3.1** Work performed as prime contractor, work performed in the past as a nominated sub- contractor will also be considered provided the sub-contract involved execution of all main items of work described in the bid document, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five years.\*\*

Project Name	Name of the Employer*	Description of work	Contract No.	Value of Contract (Rs. In Crore)	Date of issue of work order	Stipulated period of completion	Actual date of completion*	Remarks explaining reasons for delay & work completed)

\* Attach certificate(s) from the Engineer(s)-in-Charge

\*\* Immediately preceding the financial year in which bids are received.

Attach certificate from Chartered Accountant.



**1.5** Qualifications and experience of key personnel required for administration and execution of the Contract [Ref. Clause 4.5(B)(b)]. Attach biographical data. Refer also to Sub Clause 4.3 (e) of instructions to Bidders and Sub Clause 9.1 of the Conditions of Contract.

Position	Name	Qualification	Year of Experience (General)	Years of experience in the proposed position

\*1.8 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporation), etc. List them below and attach copies. (FY 2017-18 to 2022-23)

**1.9** Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copies of support documents.

**1.10** Name, address and telephone, telex and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.

**1.11** Information on litigation history in which the Bidder is involved.

Other Party (ies)	Employer	Cause of Dispute	Amount involved	Remarks showing Present Status

**1.12** Statement of compliance under the requirements of Sub Clause 3.2 of the instructions to Bidders. (Name of Consultant engaged for project preparation is \*\* .....)

\_\_\_\_\_

\_\_\_\_\_

**1.13** Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. [Refer ITB Clause 4.1 & 4.3(1)]

**1.14** Programme

**1.15** Quality Assurance Programme

**2.** Additional Requirements

**2.1** Bidders should provide any additional information required to fulfill the requirements of Clause 4 of the Instructions to the Bidders, if applicable.

**(i)** Affidavit

**(ii)** Undertaking

\*\*\* (iii) Update of original prequalification application

\*\*\* (iv) Copy of original prequalification application

\*\*\* (v) Copy of prequalification letter

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\* *Delete, if prequalification has been carried out.*

\*\* *Fill the Name of Consultant.*

\*\*\* *Delete, if prequalification has not been carried out.*

Name of work: - LABELLING OF SMART CITY PROJECTS, PATNA UNDER SMART CITY MISSION (SCM) IN PATNA

Estimated cost of work: Rs. 21,78,280/-

- i)** Earnest money : 5% of estimated cost
- ii)** Performance Guarantee: 5% of tendered value
- iii)** Security Deposit : 5% of tendered value.
- iv)** Project Duration: 01 month
- iv)** Defect Liability period/O&M Period: 02 (Two) Years
- v)** Client/Employer: Patna Smart City Limited (principal employer)
- vi)** General Condition of Contract: As per RFP

SECTION 3  
CONDITIONS OF CONTRACT  
(Condition of Particular Application)

### **3.1 GENERAL CONDITIONS FOR TENDER**

1. On acceptance of tender, it will be obligatory to deposit Initial Security money @ 5% of the amount of the approved tender, in shape of N.S.C. or 3 years / 5 years P.O. Time Deposit or, fixed deposit into any Nationalized bank, duly pledged to the Executive Engineer.
2. For Works having amount greater than Rs.100 Lac, Initial Security money can be deposited in form of Bank guarantee from any Nationalized Bank in the state of Bihar.
3. If Earnest money already deposited along with the tender is likely to form part of Initial Security Money Deposit, then the Balance Initial Security money shall be deposited to execute Agreement, within 10 (ten) days of issue of letter of acceptance of tender. failing which, the offer shall be rejected and Earnest money forfeited.
4. Earnest money of the unsuccessful Bidder will be refunded on request by Bidder after intimation of rejection tender or on expiry of the validity period which ever is earlier.
5. Power of attorney of authorized signatory and Constitution of firm shall have to be produced by Contractor on demand.
6. Letters issued through registered post shall be deemed to have been served to the bidder.
7. Agreement of works shall be drawn on PWD Form F2 (excluding clause 23) for the works costing up to Rs.200 Lac.
8. Notice inviting Tender and conditions for tender shall form part of Agreement.
9. Agreement shall be executed subject to availability of fund for the job.
10. Works shall be executed as per approved design and drawing and as per CPWD specifications. In case of difference of opinion on any issue, the practice laid down in B.I.S. specifications shall be followed.
11. Contractor shall furnish the department the detailed weekly program of works of the project and methodology & equipment to be used on the project and get approval from Engineer in Charge within 5 days of execution of agreement and communicate Engineer in Charge with the proportional progress of works with respect to the program during execution of works.
12. No construction material or machineries will be supplied by the Department.
13. Materials to be used in works shall be got approved in advance in writing by Engineer in Charge.
14. Samples of materials including concrete cubes shall have to be tested from the approved Laboratories at Contractor's cost at different stages of works as per direction of the Engineer in Charge.
15. No equipment or personnel will be removed from site without permission of the Engineer in Charge.
16. Contractor shall keep the Construction site neat and accessible for frequent inspection of works. All facilities shall be provided by contractor for checking the works.
17. Site Order Book with numbered pages and bearing the certificate of the Engineer in Charge shall have to be maintained by the Contractor at the site of work, and it will have to be produced to the Engineer in Charge, to record any instruction concerning the work. This shall be the property of the Department after the completion of work.
18. Contractors or their responsible authorized agent shall be required to be present at site during execution of works to receive instructions from departmental officers. Any instruction given to contractor's agent, regarding the works shall be deemed to have been delivered to the contractor.
19. Undesirable person or rejected materials shall have to be removed from work site by Contractor immediately.
20. The Contractor shall arrange necessary accommodation, lighting, drinking water and contingent medical aid for labors at his own cost and Contractor shall comply all labor rules prevalent in the locality.
21. The Contractor shall be responsible for any damage or loss to public property due to negligence of his labor or staff and the damages shall be made good at his own cost.
22. Contractor shall be held responsible for any accident occurring due to negligence at works site and compensation against such accident shall be borne by contractor.
23. Deduction @ 5% of the total value of each bill shall be made as Balance Security Deposit, so that, net security deposit at the last stage of payment achieves at 10 % of the total value of work done.
24. No work beyond agreement shall be executed by the contractor unless ordered by the Engineer in Charge in writing in the Site Order Book and the claim for such work shall be submitted regularly in every month. If the claim is not received in the month to which it relates, it shall be treated as debarred and be disallowed.

25. No claim shall be entertained on account of fluctuation in rates, idle labor, non-supply of materials or delays due to any other reasons.
26. The Contractors employing trucks for carriage of materials and for other works have to comply with the rules of the Motor Vehicles Act.
27. The Contractor shall not be entitled to claim or for compensation, for any loss suffered by him due to (A) Natural calamities, (B) Act of enemies, (C) Transport and procurement difficulties or (D) Circumstances beyond the control of the Department.
28. On Account of Income Tax and GST certain percentage will be deducted from the bill of the contractor as per Government Rule.
29. Royalty Form M and N and related Mining Challan (in original) will be produced along with each bill against minerals consumed during construction.
30. On non-production of Royalty Clearance certificate, necessary recovery on account of royalty charges will be made from the bill of the contractor at the rate prescribed by the Mining Department.
31. Work shall be executed subject to availability of land. No claim shall be entertained in this regard.
32. Neither any interest shall be paid nor will any claim be entertained on account of delayed payment due to non-availability of fund.
33. The contractor shall have to rectify at his own defective works found during checking or inspection of the higher authorities.
34. On completion of works contractor shall have to remove all materials and leave the space tidy and ready for use, all as per direction of Engineer in Charge.

### **3.2 SPECIAL CONDITIONS**

- 1 This tender is based on two envelopes system of contracts for which the information /requirement are detailed in chapter-I these stipulations as contained in chapter –I shall form part of the special condition of the contract and shall prevail in any ambiguity and the contradictions.
- 2 A site order book issued by the E/I shall be kept at the site office of the department and shall be in the custody of the contract. All entries there in shall be signed by the engineers and the contractor or his authorised representative. The site order book shall not be removed from the work site expect with written permission of E/I. The contractor or his authorised representative shall be bound to take note of all the instruction and the direction meant for the contractor as entered in the site order book without having to be called on separately to note them.
- 3 The contractor should always remain available on the work site, but when it is not possible for him he must appoint a representative who would be duly authorised by the contractor to received and the carry out instruction of authorised representative and corporation.
- 4 If the royalty clearance certificate for the materials used in work is not produced with the bill, royalty will be deducted by the corporation from the bill of the contractor at the rate prevailing at the time of execution of work to which the bill relates.
- 5 The contractor shall furnished sufficient plant, equipment and labour. The labour force shall work for such hours and shifts as may be necessary to maintain the progress schedules. No extra payment shall be made for this.
- 6 The contractor shall make adequate for the safety of the labourers during execution of work and shall be guided by the labour laws prevailing in Bihar.
- 7 The contractor should gate the sample of the materials approved by the E/I before collecting for use in work. The sample in sealed glass-jars which will be provided by contractor shall be kept in the custody of the E/I.
- 8 The contractor shall have to get the strength of cement concrete (both plain & reinforced) tested for each days casting as per BIS codes. Achievement of the prescribed cubes strength is must. Concrete having lower value shall be rejected under specific order of the competent authority. The cost of concrete cube moulds curing, carriage of cubes to and from the testing laboratory and all other incidental charges incurred in this regard shall be borne by the contractor. The contractor shall if required by the E/I, arrange for testing of material of a particular portion of work at his own cost for proving their quality, soundness and sufficiency. If the quality of material, appears to be inferior or the portion of work is found to be defective or unsound the contractor may be asked to removed and / or dismantle and re-execute the same at his own cost.
- 9 All rejected material will have to be removed from site by the contractor after their rejection within three days for which EI should give necessary order in writing. Otherwise EI will dispose it off in any way he thinks fit and also recover the cost form the contractor for such removal after lapse of three days time.

- 10 If the actual lead of material like stone, metal stone Chip, boulder, bricks, sand and moorum etc. Are found to be less, payment will be made on proportionately reduced rate. It will be mandatory to obtain prior consent of the authority, who his approving the tender before commencement of supply of such material on increased lead.
- 11 After completion of work the contractor will remove all debris built up during construction. He will leave the site clean at his own cost.
- 12 The corporation reserves the right of omitting certain portion certain of the scope of work and suspending the contract or changing it, if considered necessary at the subsequent stage.
- 13 The following shall not be paid extra and the tenders rates shall be inclusive of these:-
- (a) Site clearance such as cleaning of shrubs, bush, wood under growth and small trees.
  - (b) Construction of temporary site office.
  - (c) Bailing out rain water/and or surface water in the excavated foundation trenches are filled up by these during the period of construction.
  - (d) Making vats, platform etc.
- 14 The contractor has to use his own machinery for completion of the work within the time stipulated in the contract. The carriage of machinery to different site under this contract shall be the responsibility of the contractor and all expenses in this regard will be borne by him.
- 15 CLAIMS shall not be admissible under following circumstances:-
- (a) Extra item of works done without written order of E/I.
  - (b) In case of sudden fluctuation and/or increase in rate of labour, material, royalty, various taxes, railway freight, fuel, lubricants, carriage cost at any stage of the work.
  - (c) Short supply and/or non-supply of materials and equipments.
  - (d) Non-availability of labour of any category required for the work.
  - (e) Delay due to change or modification in design, drawing, and specification etc. At any stage of work.
  - (f) Loss sustained due to:-
    - (i) Act of enemies including agitation by public riot.
    - (ii) Transportation and procurement difficulties.
    - (iii) Natural circumstance/calamities.
    - (iv) Any other circumstances which is beyond human control.
- 16 Contractor will have to rectify any defect up to two years from the date of completion of the work at his own cost. Contractor will be fully responsible regarding the quality and specification of the work. To this extent the clause para-16 f2 all condition of contract remains amended.
- 17 Necessary haul-roads and roads to water sources connected with work shall be born by the contractor at this own cost.
- 18 The Various work shall be done true to line level and grade. The periodical checking by the supervising engineer shall not absolve the contractor of his responsibility regarding accuracy. In case of any deviation or discrepancy in line, level or grade the contractor shall mend the discrepancy at his own cost and without any compensation for such additional work whatsoever.
- 19 The contractor shall not set fire to any standing jungle, trees, bush, wood, grass etc. Without permission by E/I
- 19.1 When such permission is given, the contractor shall take necessary measures to protect the surrounding and prevent any damage to the properties in and around.
- 19.2 All damage caused by the spreading of such fire shall be made good by the contractor within a period specified by the E/I. at his own cost failing which the amount of damage shall be deducted from the contractor's bills. The amount of damage shall be decided by the E/I.
- 20 The contractor shall be bound to execute any additional work concerned with the project beyond the agreement, if required for the work under the specific order by the competent authority /Engineer-in-charge.
- 21 Validity period of the Bid / Tender will be up to 120 (one hundred twenty) days from the date of Bid / Tender.
- 22 Recovery for GST and income tax will be done as per the prevailing rules of the Govt. during the period of contractor and on the date of payment.



### **3.3 WORK DETAILS**

#### **3.3.1 SCOPE OF WORK**

The scope of work includes but not limited to:

- A. Minimum Operation and Management Obligation
  - a. Procurement, Supply, Installation & Commissioning of Labelling Boards, Stickers, signage and standee as display Unit for installation in Patna under Patna Smart City at various locations as per technical specifications provided in the document complete in all respect with O&M for 2 years.
  - b. The Contractor shall secure all the required approvals permissions, NOC from the competent authority within Seven days from the date of execution of Agreement
  - c. Meet the requirements laid down by the Competent Authority.
  - d. Ensure safety and security of signages and other allied activities which bidder is managing as per good industry practice along with necessary manpower.
  - e. Regularly monitor and maintenance of signages including but not limited to cleanliness, removal of unauthorized labeling, advertising as per guidelines which is highlighted in the RFP.
  - f. Fixing arrangement and related specifications will be approved by PSCL consultant and concerned E/I before installation.

For the general guidance and information of the prospective tenderers a brief note is given below, however the tenderers must note that before participating in the bid, they must visit the site and satisfy themselves by becoming fully convergent/familiar with the entire existing system and all relevant site conditions. The rates quoted must be inclusive of all design/drawing, taxes and duties for all the components.

#### **3.3.2 REGULAR MONITORING & MAINTAINANCE**

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

- a. Deployment of required technical staff and labours for cleaning.
- b. Repair and/ or replacement of materials.
- c. Painting as in when required.
- d. Maintenance of signages, wall mounted boards etc.
- e. Regular cleaning and maintenance.
- f. Including protection of damage or theft of IT and other infrastructure equipment's,
- g. In case of any damages/theft occurs during the O&M Period it shall be borne by the contractor,
- h. Any types of repairs and maintenance is to be borne by operator including all the expenses incurred in respect of the above mentioned work is to be done by operator/contractor.

SECTION 4  
TECHNICAL SPECIFICATION & BILL OF QUANTITY

(Along with Basic drawings)

<b>BOQ of Signage Items</b>					
Sl. No.	Labelling Style Code	Signage details	Quantity (No.s)	Rate per Unit	Amount
1	S5.2a	Supply, Installation & Commissioning of Round signage, 400mm Dia, 10-12 mm thk MS base plate with PU/Epoxy coating and radium finish.	30		<b>0</b>
2	S9a	Supply, Installation & Commissioning of Signage 300mm dia on a 2m high pole with 10-12 mm thk MS base plate on 50mm dia pole of 4mm thk.	30		<b>0</b>
3	S6.2	Supply, Installation & Commissioning of 2.1m high MS structure with PU coating/Aluminium with powder coating, SS frame, Radium glow	16		<b>0</b>
4	S1b	Supply, Installation & Commissioning of Wall Mounted Board, 600mm x 1200mm, 8 – 10mm thick mount board (PVC Board), approx. area = 7.75 sqft	120		<b>0</b>
<b>Total Amount (inclusive of all with applicable taxes)</b>					<b>0</b>

Note :

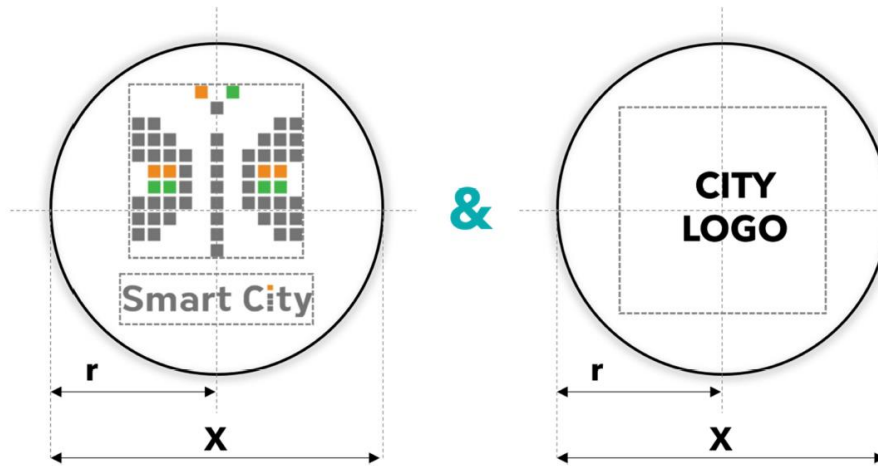
1. Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the bill of quantities
2. Unit rates and prices shall be quoted by the bidder in Indian rupee
3. Where there is a discrepancy between the rate in figures and words, the rates in words will govern.
4. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern.

(Any type of Clerical or typing mistake/error must not have immediate effect)

## SIGNAGE DETAILS

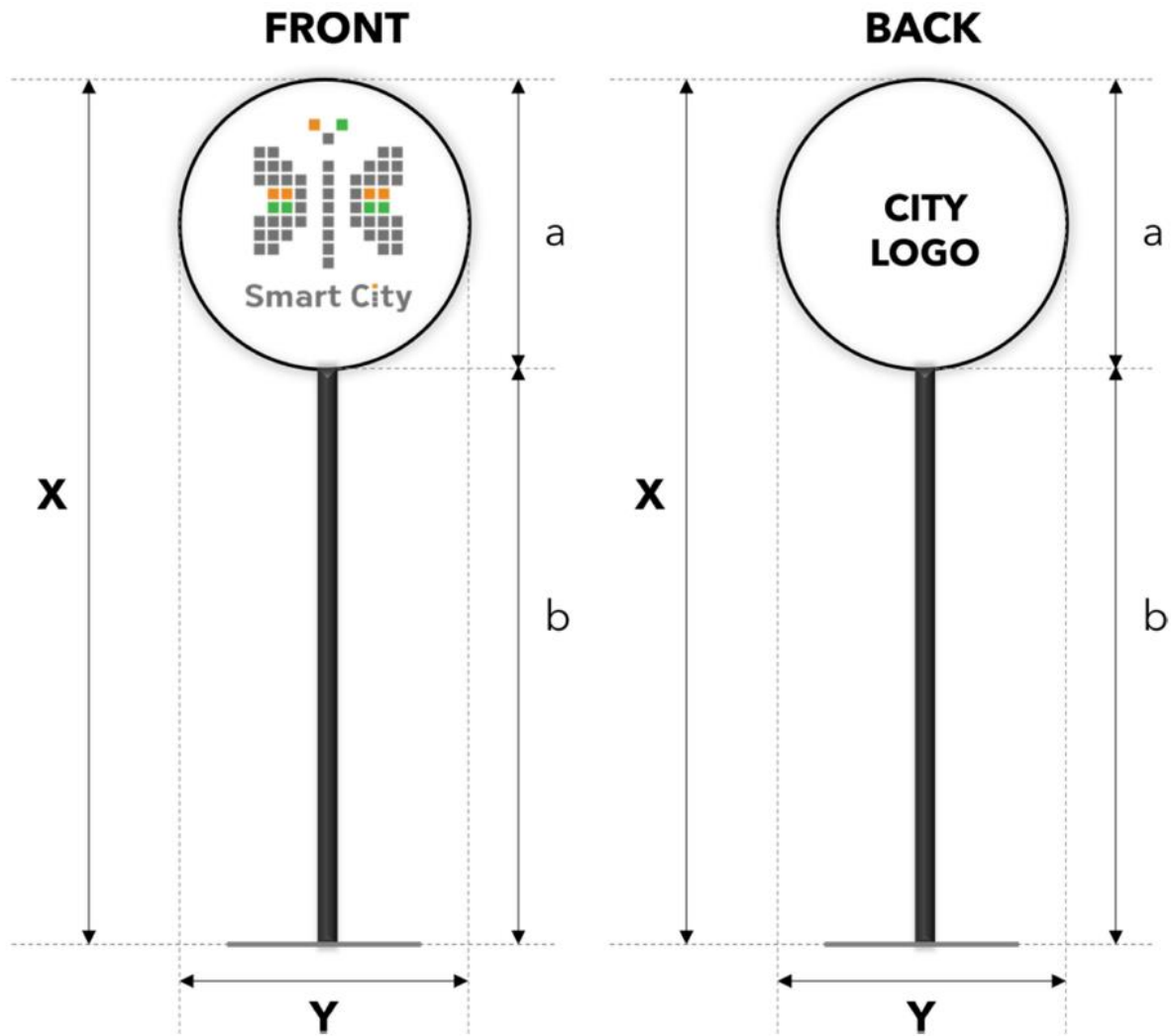
- S5.2a

The Signages shall be placed alternatively.



Style No.	Material Type	Dimension	Enhancements
S5.2a	Signage	$X=400\text{mm}; r=200\text{mm}$	10-12mm thick MS Baseplate with PU / epoxy coating

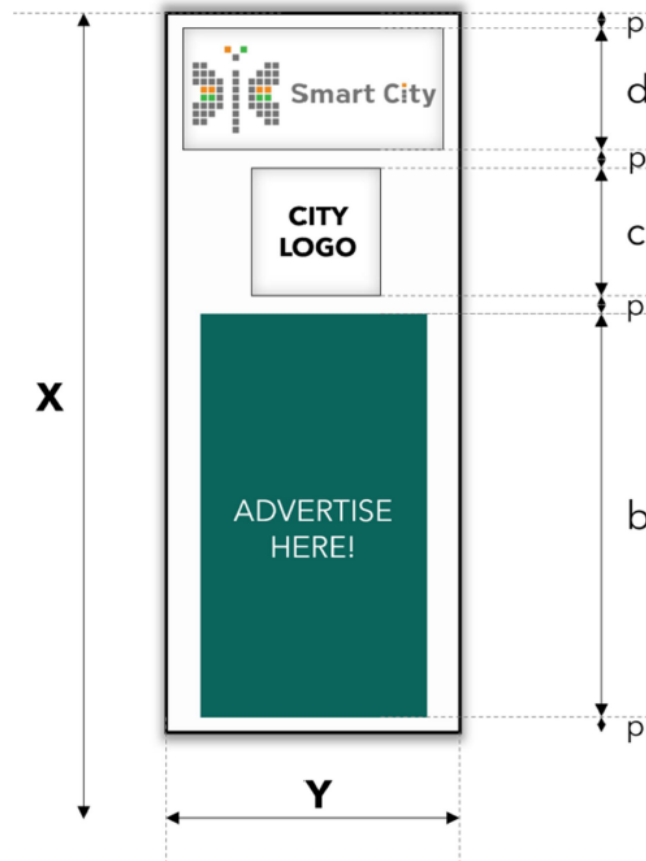
- S9a



Style No.	Material Type	Dimension	Enhancements
S9a	Signage	X=2000mm, Y=300mm a=300mm, b=1700	Plate: MS – 10/12mm thick. Pole: 40 -50mm Día. of 3-4mm thick

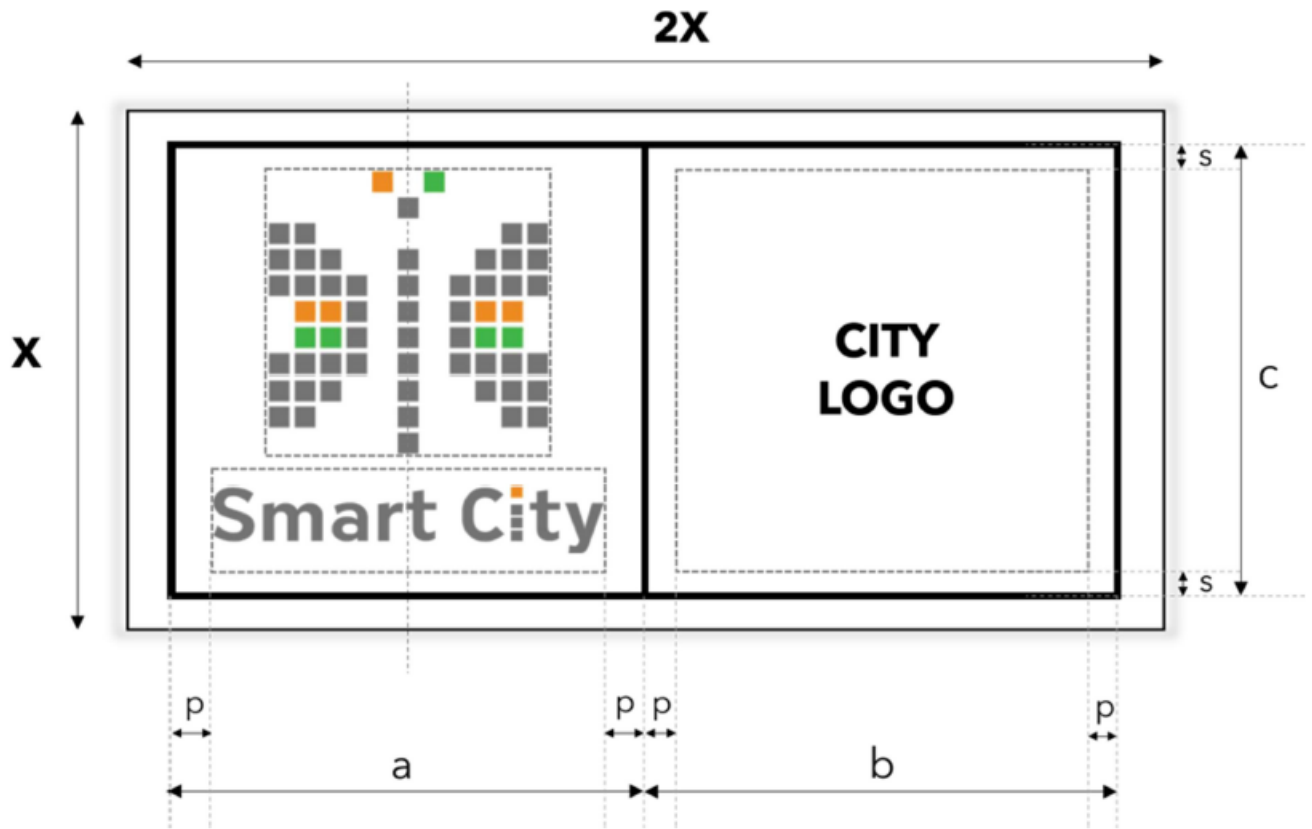
- S6.2

Wall Mounted Billboard: Front Panel



Style No.	Material Type	Dimension	Enhancements
S6.2a	Signage	X=2100mm; Y=500mm a=300mm; b=1500mm; c=200mm; d=200; p=50mm	Structure: MS with PU coating, Al with powder coating/ SS / Exterior grade ACP sheets

- S1.b



<b>S1b</b>	Wall Mounted Board	$X=600\text{mm}$ $a=550\text{mm}; b=550\text{mm}$ $p=100\text{mm}$ $c=400\text{mm}; s=100\text{mm}$	8 – 10mm thick mount board (PVC Board)
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## Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, labour supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The rates and prices shall be quoted entirely in Indian Currency.
5. A rate whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
7. General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
8. The method of measurement of completed work for payment shall be in accordance with the specification issued by the department time to time.
9. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 29 of the Instructions to Bid

