



Patna Smart City Limited (PSCL)

NOTICE INVITING TENDER FOR

Installation of 50 Variable Message Display (VMD) in Patna under Smart City Mission

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

NIT No. – 13/MD/PSCL/2023-24

Date: 07.02.2024

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	Estimated Cost	Bid Document (Non-Refundable)	Bid Security (EMD)	Bid Processing Fee	Time for completion
Installation of 50 Variable Message Display (VMD) in Patna under Smart City Mission	Rs. 22.70 Cr.	Rs. 11,800/-	32.70 lakh	As per Eproc2 website	04 Months

2. Date of Downloading of Bid Document : From 09.02.2024 to 02.03.2024 up to 1500 hours. Through website : www.eproc2.bihar.gov.in
3. Place & Date of pre-bid meeting : Date: 16.02.2024, Time 1200 hours; Patna Smart City Limited, 4th Floor, ICC -cum- PSCL Building, SSP Office Campus, Gandhi Maidan, Patna-800001
4. Last date of Receiving Queries : Date: 16.02.2024, Time 1400 hours
5. Last Date and time for uploading of bid. : Date: 02.03.2024 up to 1400 hours through website www.eproc2.bihar.gov.in
6. Last Date and time for submission of hard copy of bid : Date: 02.03.2024, Time 1500 hours
7. Time & Date of opening technical bids : Date: 04.03.2024, Time 1600 hours
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
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 & download/participate in E-tender.
13. The tender documents can be obtained through our website 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 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.eproc2.bihar.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.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
19. For queries & Clarifications, if any, send e-mail to patnasmartcity.pscl@gmail.com.

ज्ञापक:- 91 /पटना स्मार्ट सिटी लिमिटेड, पटना, दिनांक-07/02/2024 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



Smart City Patna

“बेहतर हो पहचान अपना, विकसित राजधानी सुन्दर पटना”

Request for Proposal for Installation of 50 Variable Message Display (VMD) in Patna under Smart City Mission

NIT No: 13/MD/PSCL/2023-24 Date 07/02/2024



PATNA SMART CITY LIMITED
4TH FLOOR, ICCC Building, SSP Campus, Gandhi
Maidan, Patna

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 by posting it on the website www.eproc.bihar.gov.in.

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

The 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)



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 & download/participate in E-tender.				
13.	The tender documents can be obtained through our website www.eproc2.bihar.gov.in & http://www.smartpatna.co.in .				
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ज्ञापक:- 91 /पटना स्मार्ट सिटी लिमिटेड, पटना, दिनांक-07/02/2024 ई०.
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Managing Director
Patna Smart City Limited

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ACRONYMS & ABBREVIATIONS

ABD	Area-Based Development
GoI	Government of India
PCP	Pan City Proposal
PMC	Project Management Consultant
PMC	Patna Municipal Corporation
PSCL	Patna Smart City Limited
SAR	Situation Analysis Report
SBM	Swachh Bharat Mission
SCM	Smart City Mission
SCP	Smart City Proposal
SOP	Standard Operating Procedure
SPV	Special Purpose Vehicle
EMD	Earnest Money Deposit
JV	Joint Venture
NDA	Non-Disclosure Agreement
LD	Liquidated Damage

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 the selection of the successful bidder in terms of the SBD for the 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
- iii. For support related to the e-tendering process, bidders may contact “eProc 2.0 Help Desk Address: m junction 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 user ID, Password and digital signature. This will enable them to access the website 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 the 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 the 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 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.

- xii. The bidders are requested to check the file size of uploaded documents at the time of submission & they should ensure that the 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.
- xiii. 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.
- xiv. 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) 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.
- xv. 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 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.
- xvi. The bidder has to select the payment option as online to pay the Tender Fee as applicable and enter details of the instruments.
- xvii. 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.
- xviii. 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.
- xix. In exceptional circumstances, the competent authority, PSCL may solicit the Bidder's Consent to an extension of the period of validity.
- xx. Corrigendum/ Addendum, if any, will be published on the website itself.
- xxi. For any queries regarding Tendering process, the bidders may contact at the address as provided in the tender document.
- xxii. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.

2. Introduction

2.1 About PSCL

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

2.2 Introduction to Patna Smart City Project

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

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

To achieve Patna’s vision for a smart city, large numbers of measures are required to be implemented. Considering the priorities echoed by stakeholders during the consultative process and practical feasibility, one of the initiatives shortlisted is installation of Variable Message Display (VMD) Units which intends to provide the citizens access to information and integration with ICCC.

2.3 Factsheet

S No.	Item	Description
1	Method of Selection	Least Cost Selection Method: Bidder who have qualified the technical qualification criteria and quoted the lowest bid shall be awarded the Project construction/implementation work.
2	Availability of RFP Documents	Download from https://eproc2.bihar.gov.in (under Patna Smart City Ltd.)
3	Tender document fee (Non-refundable and Not-exempted)	INR 11,800/- (Rupees Eleven Thousand and Eight Hundred only including GST @ 18%) in the form of Demand Draft in favour of Managing Director, Patna Smart City Ltd, payable at Patna.
4	Bid validity	120 days from the last date of submission of the Bid.
6	Currency	Indian Rupees (INR).
7	Name and Address for Correspondence/ Bid Opening Venue	MANAGING DIRECTOR, PATNA SMART CITY LIMITED, 4 th Floor ICCB Building, aside SSP office, Gandhi Maidan, Patna-800001.

3. Instruction to Bidders

3.1 General

- a) While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, Bidders must form their own conclusions about the methodology needed to meet the PSCL’s requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the PSCL on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of PSCL. Any notification of preferred bidder status by PSCL shall not give rise to any enforceable rights by the Bidder. PSCL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of PSCL.
- d) Sealed bids (also refer Clause 3.10) shall be received by the PSCL by physical posts with readable CDs, in person before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a public holiday by the Government of Patna, the offers will be received up to the appointed time on the next working day. The PSCL may, at its discretion, extend this deadline for submission of offers by issuing corrigendum. Online bid submission is mandatory, if a bidder has submitted his bid only in physical form, but fails to submit the same online, will be not considered an eligible bidder.
- e) Telex, cable or facsimile offers will be rejected.

3.2 Eligible Bidders

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

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

a. Sole Bidder

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

b. Joint Venture

Bids can be submitted by a Joint Venture (JV). A JV should not consist of more than three (03) partner (including the Lead Bidder). The details of JV will be in accordance with RCD letter no 02/2010-8131(S) dated 24.07.2012.

3.3 Compliant Bids/Completeness of Response

a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

b) Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. Bidders must:

- i. Include all documentation specified in this RFP, in the bid;
- ii. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP;
- iii. Comply with all requirements as set out within this RFP.

3.4 Bidder to Inform

The Bidder shall be deemed to have carefully examined the Instructions, General Conditions, Special Conditions & Scope of Project of this RFP. If bidder has any doubt/clarification as to the meaning of any portion of the conditions or the specifications, they shall, before the Last

Date for Submission of Pre-bid Queries, set forth in the particulars thereof and submit them to PSCL in writing in order that such doubt may be removed or clarifications are provided.

3.5 Bid Preparation costs

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

3.6 Pre-bid meeting & Clarification

3.6.1 Bidders Queries

Any clarification regarding the RFP document and any other item related to this project can be submitted to PSCL as per the online submission mode and timelines mentioned in the Bidding Schedule. The pre-bid queries should be submitted in MS excel sheet format, along with name and details of the organization submitting the queries.

PSCL shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by PSCL.

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

3.6.2 Responses to Pre-Bid Queries and Issue of Corrigendum

PSCL will organize a pre-bid meeting and will respond to any request for clarification or modification of the bidding documents. PSCL shall formally respond to the pre-bid queries after the pre-bid meeting. No further clarifications shall be entertained after the date and time of submission of queries. PSCL shall endeavour to provide timely response to all queries. However, PSCL makes no representation or warranty as to the completeness or accuracy of any response made in good faith. PSCL does not undertake to answer all the queries that have been posed by the bidders.

Any modifications of the RFP Documents, which may become necessary as a result of the Pre-Bid Conference, shall be made by PSCL exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the discretion of PSCL.

Any corrigendum/notification issued by PSCL, subsequent to issue of RFP, shall only be available/hosted on the website URL mentioned in the fact sheet. Any such corrigendum shall be deemed to be incorporated into this RFP.

3.7 RFP Document Fee

RFP can be downloaded from the website URL mentioned in the fact sheet.

Tender Fee of INR 11,800/- (Rupees Eleven Thousand and Eight Hundred Only including GST @ 18%) in the form of Demand Draft in favour of Managing Director, Patna Smart City Ltd, payable at Patna. The tender fee shall be non-refundable.

Without the payment of tender fee, the bids will be taken as incomplete and non-responsive and shall not be considered.

3.8 Earnest Money Deposit (EMD)

EMD shall be paid at the time of submission of bid through a Bank Guarantee. No exemption for submitting the EMD will be given to any agency/bidder. Bid security in any other form will not be entertained.

Details of PSCL Account: -

Beneficiary Account Name - PATNA SMART CITY LIMITED

Beneficiary Account No. 73211100000023

Beneficiary's Bank –DAKSHIN BIHAR GRAMIN BANK

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

Branch Code - PATNA

Bank Code - 7321

IFSC Code –PUNB0MBGB06

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

For Successful bidders: The bid security, for the amount mentioned above, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder.

The above-mentioned return would be completed within 2 (two) months from the date of selection of Bidder.

In case bid is submitted without the bid security, PSCL will reject the bid without providing opportunity for any further correspondence to the bidder concerned.

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

- a) If a Bidder withdraws or modifies its Proposal during the Proposal validity period or any extension agreed by the Bidder thereof;
- b) If a Bidder is disqualified in accordance with Clause 2;
- c) If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Section 4;
- d) If a Bidder is declared the first ranking Bidder and it:
 - Withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder;
 - fails to furnish the Performance Security
 - fails to sign and return, as acknowledgement, the duplicate copy of the letter of award;
 - fails to fulfil any other condition precedent to the execution of the Contract, as specified in the letter of award; or
 - fails to execute the Contract.

3.9 Bid Validity Period

Bid shall remain valid for the time period mentioned in the Fact Sheet i.e., for 120 days.

The bidder shall be required to extend the bid validity period, if requested by client to do so. Accordingly, the bid security shall also be extended by the bidder for such period.

The request and the responses to the request shall be made in writing. Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period.

3.10 Contents of Bid

The three sets of documents, which comprises the following, are required to be submitted for evaluation as indicated in the table below:

Document Set envelope no.	Name of Document	Content	Mode of Submission
One	RFP Document fee & Bid Security/ Earnest Money Deposit (EMD)	RFP Document Fee receipt Bid Security/ Earnest Money Deposit (EMD) receipt	Online and hard only
Two	Technical Qualification	Technical Qualification bid as per Annexure 1.1 and 1.2 along with the required supporting documents No Deviation Certificate as per Annexure 1.11 Total Responsibility declaration as per Annexure 1.12	Online only
Three	Financial Bid	Financial Quote	Online only

a) Please note that Prices to be indicated in the Financial Bid shall NOT be indicated in the Technical Bid otherwise bidder shall be deemed to be disqualified for further round.

b) All the pages of the bid must be sequentially numbered. The bid documents must contain in the beginning of the document, a list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

c) The original bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initiated by the person (or persons) who sign(s) the bids.

- d) All pages of the bid shall be initiated and stamped by the person (or persons) who sign the bid.
- e) Failure to submit the bid before the submission deadline specified in the Bidding Schedule Sheet would cause a bid to be rejected.
- f) Online submission of bid is mandatory. PSCL shall not accept delivery of bid by fax or e-mail. Only RFP Document fee & Bid Security/ Earnest Money Deposit (EMD) will be accepted in hard copies too

3.11 Bid Formats

3.11.1 Technical Qualification Bid Format

Section	Section Heading	Details
1	Technical Qualification checklist	As per format provided in Annexure 1.1
2	Technical Qualification Bid Covering Letter	As per format provided in Annexure 1.2
3	About Bidder	As per format provided in Annexure 1.3
4	Self-certificate for non-blacklisting clause	As per format provided in Annexure 1.4
5	Declaration of JV	In case JV, Lead bidder shall provide its declaration and MoU signed between the Parties
6	No Deviation Certificate	As per format provided in Annexure 1.11
7	Total responsibility certificate	As per format provided in Annexure 1.12
8	Self- certificate for Project execution experience (In Bidding Entity's Letterhead)	As per format provided in Annexure 1.7
9	Legal	1. Copy of Certification of Incorporation/Registration Certificate 2. PAN Card 3. GST Registration
10	Annual Turnover	Details of annual turnover of last 3 financial years (2020-21, 2021-22 & 2022-23) with documentary evidence.
11	Net worth	Details of Net Worth with documentary evidence.
12	Power of Attorney	Documentary evidence as per format provided in Annexure 2.4
13	Project Plan and Resources	Project plan as per format provided in Annexure 1.13

Section	Section Heading	Details
14	Manufacturers'/Producers' Authorization Form	As per format provided in Annexure 2.5
15	Memorandum of Understanding between Manufacturer and Authorized Dealers/Bidders	As per format provided in Annexure 1.10
16	Bid capacity	As per format provided in Annexure 1.8
17	Character certificate	As per prevailing rules of GoB

3.12 Financial Bid Format

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

3.13 Language

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

3.14 Authentication of Bids

An authorized representative (or representatives) of the Bidder shall initial all pages of the Technical and Commercial Bids.

Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney / Board resolution accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

3.15 Amendment of Request for Proposal

- a. At any time prior to the due date for submission of bid, PSCL may, for any reason, whether at its own initiative or in response to a clarification requested by prospective

bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the website URL mentioned in the fact sheet, through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

- b. It shall be the responsibility of the prospective bidder(s) to check the Patna Smart City Limited and www.eproc.bihar.gov.in website from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, PSCL shall not be responsible.
- c. In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, PSCL, at its discretion, may extend the deadline for submission of bids which would be uploaded on website.

3.16 Bid Price

- a. Financial Bid shall be as per the format provided in Annexure 2.1. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between PSCL and the Bidder.
- b. Bidders shall quote for the entire scope of contract on an “overall responsibility” basis such that the total bid price covers Bidder’s all obligations mentioned in the bidding documents in respect of scope of Project.
- c. Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and to be rejected. However, it should be noted that the price quotes should be as per the format given for financial submission. However, the quoted prices would be amended if there is any amendment of existing taxes /duties/levies or there is introduction of any new taxes /duties/ levies by any state Government or central Government. This price variation will be applicable for increase/decrease/addition of any such taxes.

3.17 Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Annexure 1.11. The bids with deviation(s) to the clauses/ outlined scope mentioned in the RFP are liable for rejection.

3.18 Total Responsibility

Bidder should issue a statement undertaking total responsibility for the defect free operation during the project tenure and subsequent O&M period as per the format mentioned in Annexure 1.12.

3.19 Late Bids

- a) Late submission shall not be entertained.
- b) The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence shall be entertained on this matter.
- c) PSCL shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder's end. No further correspondence on the subject shall be entertained.
- d) PSCL reserves the right to modify and amend any of the above-stipulated condition/criterion.

3.20 Right to Terminate the Process

PSCL may terminate the RFP process at any time and without assigning any reason. PSCL makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by PSCL.

3.21 Non-Conforming bids

A bid may be construed as a non-conforming bid and ineligible for consideration:

- a) If it does not comply with the requirements of this RFP.
- b) If a bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the solution.

3.22 Acceptance/Rejection of Bids

- a. PSCL reserves the right to reject in full or part, any or all bids without assigning any reason thereof. PSCL reserves the right to assess the Bidder's capabilities and capacity. The decision of PSCL shall be final and binding.
- b. Bid should be free of over writing. All erasures, correction or addition must be clearly

written both in words and figures and attested.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, PSCL reserves the right to reject the Bid and forfeit the EMD.

If there is any discrepancy in the financial bid, it will be dealt as per the following:

- i. If there is a discrepancy between words and figures, the amount in words shall prevail.
- ii. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his explanations. On the above lines PSCL reserves the right to take appropriate decision which needs to be agreed by the bidder. If the bidder does not agree to the decision of PSCL, the bid is liable to be disqualified.

3.23 Confidentiality

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The successful bidder and its JV partners will sign a Non-Disclosure Agreement (NDA). Confidentiality agreement will be mutually applicable on both the bidder and PSCL.

3.24 Disqualification

The bid is liable to be disqualified, in case bidder fails to meet the bidding requirements as indicated in this RFP which are as follows:

- a) During validity of the bid, or its extended period, if any, the bidder increases its quoted prices
- b) The bidder's bid is conditional and has deviations from the terms and conditions of RFP
- c) Bid is received in incomplete form
- d) Bid is not accompanied by all the requisite documents
- e) Information submitted in technical bid is found to be misrepresented, incorrect or false,

accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any

f) Financial bid is enclosed with the same document as technical bid.

g) Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process

h) In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately

i) If any of the Lead Bidder is also partner in any other bid, then all the affected bids shall be disqualified.

3.25 Manpower Requirement

The minimum manpower for O&M is given below which needs to be ensured and CV attached with the bid:

Post & Qualification	No's
Graduate in Electrical/Electronics Engineering/CSE with 3 years of experience.	3
Technician (Electrician/Wireman) with ITI or Diploma certification in Electrical or Electronics Engineering with 3 years of experience.	5

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

3.26 Fraud and Corrupt Practices

(i) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, PSCL shall reject a Bid without being liable in any manner

whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, PSCL shall, without prejudice to its any other rights or remedies, forfeit the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to PSCL for, inter alia, time, cost and effort of PSCL, in regard to the RFP, including consideration and evaluation of such Bidder’s Bid.

(ii) Without prejudice to the rights of PSCL under Clause above and the rights and remedies which PSCL may have under the LOI or the Agreement, if a Bidder is found by PSCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement and there is a written proof of such practice, such Bidder shall not be eligible to participate in any tender or RFP issued by PSCL during a period of 3 years from the date such Bidder is found by PSCL to have directly or through an agent, engaged or indulged in any Prohibited Practices.

(iii) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of PSCL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of PSCL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of PSCL in relation to any matter concerning the Project;

- b) **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by PSCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.27 Conflict of Interest

- a) A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, and as mutually agreed genuine pre-estimated compensation and damages payable to PSCL for, inter alia, the time, cost and effort of PSCL including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to PSCL hereunder or otherwise.
- b) PSCL requires that the bidder provides solutions which at all times hold PSCL’s interest’s paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of PSCL.

3.28 Sub-Contracting

Sub-contracting is not allowed.

3.29 Right to Vary Quantity

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased by 10%. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding

documents.

b) If the PSCL does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

c) Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

3.30 Withdrawal, Substitution, and Modification of Bids

a) No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the bid validity period specified by the Bidder in the Bid Submission Form, or any extension thereof agreed to by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of the EMD/Bid Security.

b) Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

c) Bids withdrawn shall not be opened and processed further.

3.31 Site Visit

a) The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.

b) It is strongly recommended that bidders may conduct their site surveys as per the requirement of RFP wherever necessary, prior to the proposal submission.

c) No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

4. Selection Process for Bidder

4.1 Opening of Bids

The Bids shall be opened by PSCL in presence of those Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter to PSCL from the bidder firms to identify that they are bonafide representatives of the bidder firm, for attending the opening of bid.

There will be three bid-opening events as follows:

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

- i. The venue, date and time for opening the Bids bid are mentioned in the Fact sheet.
- ii. The date and time for opening of technical bid is specified in the bidding schedule and that of the Commercial bid would be communicated at respective stages to eligible bidders.
- iii. The Technical Bids of only those bidders will be opened who have submitted the requisite RFP document fee and EMD within the stipulated time.
- iv. The Financial Bids of only those bidders shall be opened who satisfy the technical eligibility criteria as laid down in the RFP.

4.2 Preliminary Examination of Bids

PSCL shall examine the bids to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by PSCL and shall not be included for further consideration.

Initial Bid scrutiny shall be held and bids will be treated as non-responsive, if bids are:

- a) Not submitted in format as specified in the RFP document
- b) Received without the Letter of Authorization
- c) Found with suppression of details
- d) With incomplete information, subjective, conditional offers and partial offers submitted
- e) Submitted without the documents requested
- f) Non-compliant to any of the clauses mentioned in the RFP
- g) With lesser Validity Period

4.3 Clarification on Bids

During the bid evaluation, PSCL may, at its discretion, ask the Bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

4.4 Evaluation Process

Tender Evaluation Committee under the chairmanship of the Managing Director will evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

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

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

The steps for evaluation are as follows:

4.4.1 Stage 1: Technical Evaluation

- a) PSCL shall validate the Set 1 “RFP Document fee”.
- b) If the contents of the Set 1 are as per requirements, PSCL shall open the “Technical Qualification Bid”. **Each of the Technical-Qualification condition mentioned in Section 4.5 is MANDATORY.** In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

Bidders would be informed of their qualification/disqualification based on the Technical Qualification criteria through Email and Phone and subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.

4.4.2 Stage 2: Financial Evaluation

- a) All the Technically qualified bidders shall be notified to participate in financial Bid opening process.
- b) The financial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the financial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at PSCL’s discretion.
- c) Financial bid shall not be opened for those bidders, who don’t qualify the Technical-Qualification evaluation.
- d) Financial Bids that are not as per the format provided in Annexure 2.1 (Appendix-2) shall be liable for rejection.
- e) The bid price shall be in Indian Rupees. No quote other than in INR will be considered.
- f) The International bidders are advised to take into consideration the currency fluctuation and quote accordingly only in INR.

4.5 Technical Qualification Criteria

S No.	Type	Criteria	Required Documentary Evidence
1	Company Profile	The Sole/ Lead Bidder (in case of JV) shall be in operations for a period of at least Five (5) years as on published date of RFP. In case of a JV, in addition, second member other than Lead Bidder shall be in operations for a period of at least three (3) years as on published date of RFP.	<ol style="list-style-type: none"> 1. Copy of certificate of Incorporation/Registration under Companies Act 1956/2013 (for Indian companies) 2. Global companies to provide equivalent proof of incorporation/ registration
2	Financial Profile	The Sole Bidder shall have an average annual turnover of INR 12.00 Crores over the last three (3) Financial Years viz 2020-21, 2021-22 & 2022-23. In case of JV, at least 50% of the turnover criteria shall be met by the Lead Party and the remaining can be	<ol style="list-style-type: none"> 1. Audited financial statements for Financial Years 2020-21, 2021-22 & 2022-23. 2. Statutory auditor’s/CA certificate clearly specifying the annual turnover for the specified years. 3. PAN card 4. GST registration

S No.	Type	Criteria	Required Documentary Evidence
		<p>fulfilled by the other/second partner.</p> <p>A JV should not consist of more than three (03) partners (including the Lead Bidder). The details of JV will be in accordance with RCD letter no 02/2010-8131(S) dated 24.07.2012.</p> <p>The turnover will be indexed at the rate of 8% (eight percent) for a year.</p>	
3	Financials- Net worth	The Bidder (Lead Partner in case of JV) shall not have entered into loss in the last three (3) Financial Years viz 2020-21, 2021-22 & 2022-23.	Certificate from the Statutory Auditor/CA on net worth for last 3 financial years viz. 2020-21, 2021-22 & 2022-23.
4	Company Standings	As on date of submission of the proposal, the Bidder (Sole or JV as applicable) shall not be blacklisted / debarred / Terminated by any State / Central Government Department or Central /State PSUs/Multilateral Funding Agency.	The Sole Bidder or the Lead Partner and other member of JV: Undertaking for this on company's letter head
5	Experience	<p>1. The Bidders should have successfully completed within last 5 (Five) years ending on proposal submission date as a prime contractor any one of below:</p> <ul style="list-style-type: none"> • At least three similar works of value 40 % of Project Cost each, • At least two similar works of value 60 % of Project Cost each, • At least one similar work of value 80 % of Project Cost Cr. <p>Note: Similar work shall include Installation of VMD (Variable Message Display)/ Outdoor LED unit along with OFC cable laying.</p> <p>Sub-contractor's experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria</p>	<p>The Sole Bidder/Lead Bidder with JV/Sub-Contractor(s):</p> <ol style="list-style-type: none"> 1. Work order/ Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order. 2. Completion Certificate issued & countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent. Only government projects shall be considered for experience. <p>In case of large orders/orders with Operations & Maintenance Phase, the completion may specify successful execution and in-operation status of a part of the</p>

S No.	Type	Criteria	Required Documentary Evidence
		of the contract value of work, during implementation of contract.	

Pre-Qualification Criteria for VMD Manufacturer-

Bidder should select VMD outdoor LED manufacturer as per the below mentioned minimum qualification criteria with relevant documents proof, bidder should submit letter for authorization and related documents as per below criteria-

- a) The Applicant must be an Authorized Dealer/Agent/Channel Partner of VMD manufacturer and submit proposals with-
 - I. Copy of valid dealership certificate/MoU (As per attached format) issued by the LED Manufacturer; and
 - II. Technical Support Assurance or Manufacturer’s Authorization letter for the proposed work issued by the original LED Manufacturer.
- b) The VMD Company should at least be there in Indian market for minimum 5 (Five) years with their RGB LED luminaire products, Pan India presence, dedicated team of experts for programming & commissioning with a manufacturing /dedicated vendor set up. Should submit proof through CA audited report of operations in India.
- c) VMD Company should have average annual turnover of Rs. >100 Cr per year over the last 3 years (2020-21, 2021-22 & 2022-23) with a net worth of at least Rs. 20 Cr in Indian market and should not be a ‘Loss-Making Company’ during the said period, copies of certificates of Indian Operations, audit reports for last three (2020-21, 2021-22 & 2022-23) shall be submitted through CA audited report & bank certificate for net worth.
- d) VMD Company must have their own VMD Content Management & Controls (LMS) System which should be > 5 years old for better integration, compatibility & serviceability. (Government/private order copy or certified BOQ of > 5 Yrs. old with LMS products needs to be submitted as a proof)
- e) The VMD Manufacturer should have minimum expertise of Three (03) Projects preferably in India, Photo Images /Photographs need to be provided with the tender

and in case of Global Tie up it should be minimum 5 years old; acquisition/tie-up Proof need to be submitted. Buying and selling. Trading is not accepted.

- f) The VMD Company should provide experiences of doing similar project works either directly under their names or carried out by their Value-Added partners with Two (02) projects minimum of Outdoor VMD installation projects executed with Government bodies in India. (Government work order copy / Completion certificates /certified BOQ of with similar products needs to be submitted as a proof).
- g) The VMD Company should give in writing full support for testing & commissioning directly through their own programming team & maintenance of lighting system for Project period either directly or through their Value-Added Partners with support on spares.
- h) Details of the proposed VMD shall be submitted along with in the technical specification details as proposed in Tender documents.
- i) Agencies/OEMs having a valid ISO certification for the manufacturing process. The Manufacturer needs to have a NABL accredited lab and complete scope of accreditation should be given in the tender. Manufactures internal test reports will not be accepted even if their lab is NABL accredited.
- j) All the fixtures & controllers shall be of same make to avoid integration, synchronization, and maintenance issues in future. The Data sheet of the programmer and controller shall be submitted by the bidder and prior approval must be taken from the engineer-in-charge for the same.
- k) Fixtures bringing from China and branding in India will be out rightly rejected. Proof of origin of Products need to be given in the tender.

NOTE:

- ***Bidders are advised to submit necessary and sufficient documents in support of eligibility criteria stipulated above.***
- ***The “Employer” reserves the right to contact the concerned authority of the client/end user for verification of the Orders/ Contracts referred by the bidder.***
- ***The “Employer” reserves the right to award the Contract in compliance with the ‘Make in India’ Initiative /directives issued by Government of India and polices towards MSME.***
- ***Preference to Local Bidders as per latest amendment in Public Procurement Policy (Make in India) policy to promote ‘Make in India’ and ‘Aatma Nirbhar Bharat’.***
- ***As per Rule 144 (XI) of GFR 2017, notwithstanding anything contained in these***

Rules, Department of Expenditure may, by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of Defense of India, or matters directly or indirectly related thereto including National Security; no procurement shall be made in violation of such restrictions.

Bidder shall have to produce Memorandum of Understanding between Bidder and Manufacturer, as per the format given in Annexure 1.9 (Appendix 1).

5. Award of Contract

5.1 Notification of Award

PSCL will notify the successful Bidder in writing by e-mail followed by courier to be confirmed by the Bidder in writing by email followed by courier.

5.2 Signing of Contract

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

5.3 Performance Security

- a) Within 10 (ten) days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent 2% (two percent) of the Contract price including earnest money plus additional security for unbalanced Bids and the provisions of Bihar Financial Rules.
- b) If the performance security is provided by the successful Bidder in the form of a Bank Guarantee or fixed deposit receipts in the name of Employer, it shall be issued either (a) at the Bidder's option, by a Nationalized/ Scheduled Indian bank within state or (b) acceptable to the Employer.
- c) Failure of the successful Bidder to comply with the requirements of Sub-Clause 5.3 (a) shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

This Performance Bank Guarantee shall be for an amount equivalent to 2 % of total contract value. PBG shall be invoked by PSCL, in the event the Bidder:

- a) fails to meet the overall condition as mentioned in RFP or any changes mutually agreed between the parties,
- b) fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of PSCL as per conditions and scope mentioned in the RFP
- c) Misrepresents facts/information submitted to PSCL

The performance bank guarantee shall be valid till satisfactory completion of Post Implementation Support as per RFP. The performance bank guarantee may be discharged/returned by PSCL upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the Bidder being unable to service the contract for whatever reason(s), PSCL shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of PSCL under the contract in the matter, the proceeds of the PBG shall be payable to PSCL as compensation for any loss resulting from the bidder's failure to perform/comply its obligations under the contract.

PSCL shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. After 40 days of notice, if the bidder fails to rectify the default, PSCL shall be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him under this contract, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

This Performance Bank Guarantee shall be valid only up to 6 months after the completion of Operation and maintenance period.

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

5.4 Security Deposit

The contractor whose tender is accepted, will be required to furnish performance guarantee of 2% (two percent) including earnest money of the tendered amount within specified period. This guarantee shall be in the form of Govt. Securities or fixed deposit receipt of any scheduled bank, guarantee bonds of any scheduled bank or State Bank of India or Bank guarantee from any schedule bank in the State for works of more than one crore.

The contractor whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfilment of his contract, an amount equal to 8 % (eight percent) of the tendered value of the work. The security deposit will be collected by deductions from the running bills of the contractor.

The person/persons whose tender(s) may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at 8 % (eight percent) from the gross amount of each running bill till full amount of security deposit 10% (ten percent) of agreement value or value of work (whichever is higher) is reached. If value of work exceeds the agreement value, security deposit (10%) will be recovered for the exceeded work.

All compensations or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the contractor by Government on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favor of the Engineer-in-Charge, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the earnest money at the time of tenders will be treated a part of the Security Deposit.

5.5 Operation & Maintenance

During the warranty period, the bidder shall covenant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further covenant that the goods supplied under this contract shall have no defects arising from design, materials or workmanship.

Bidder shall provide complete Operation and Maintenance support for all the proposed solution as outlined in this RFP for a period of Five Years from the date of Inauguration of the project. The contractor shall be fully responsible for the integrity and character of the staff engaged at site. The staff that is found unsuitable for the job shall be changed immediately by the contractor after getting instruction from PSCL. Operation & Maintenance shall include the following:

- Successful running of 24*365*5 hours from start of O&M period..
- Required Manpower payable by O&M contractor
- Replacement of defective components as and when required for efficient running of the project.
- Adequate security arrangement for safety of the installed components.

5.6 Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event PSCL may award the contract to the next best value bidder or call for new bids. In such a case, PSCL shall invoke the PBG.

6. Scope of work

6.1 About Project

- a. The project may have, but not limited to, the following broad components:
 1. **5.5mx2.75m Outdoor LED Screen.** IP65 water & Dust Proof from front as well as Back side with LED Controller of Same Brand with Video Processor/Media player as required with all Structure (GI) & Enclosure as required at Site, including supporting power supply (UPS) with back of 30 minutes with following technical specifications complete in all respect as per Below Specifications with O&M for 5 years. The system must have integration capability of centralized application from Integrated Command & Control Center (ICCC) located in Patna.
- b. **8.53mx4.88m Outdoor LED Screen.** IP65 water & Dust Proof from front as well as Back side with LED Controller of Same Brand with Video Processor/Media player as required with all Structure (GI) & Enclosure as required at Site, including supporting power supply (UPS) with back of 30 minutes with following technical specifications complete in all respect as per Below Specifications with O&M for 5 years. The system must have integration capability of centralized application from Integrated Command & Control Center (ICCC) located in Patna. The successful applicant shall be solely and exclusively responsible to Design, Engineer, Construct, Operate, Maintain & Transfer the proposed project and to provide the services which would be defined in the RFP.
- c. The O&M period will be of 5 years after the construction and commissioning of the project.

6.2 Detailed Scope of Work

- a) **Detailed Survey, Design, Drawing and Estimates:** The Implementing Agency/Contractor shall conduct all required survey and investigations, prepare detailed/ GFC drawings, including all related works and get the same together with specifications, etc. approved from Patna Smart City Limited (PSCL) before start of site execution.
- b) Supply, installation, Testing, commissioning, operation and maintenance of all installed equipment (as per list of equipment provided in Appendix 3, reputed brands with advanced high efficiency essential for the VMDs with effective and enhanced formations and effects for 5 years from the date of successive inauguration) after issue of certificate of operational acceptance by PSCL.
- c) The Contractor shall also submit to PSCL the O&M manual and guarantee cards of all the equipment installed for the project.
- d) The Contractor shall be responsible for the procurement of all the spare parts during the

period of O&M with the manufacturers, Routine and periodic maintenance of entire installation.

- e) Any repairs are to be attended on top priority for effective show without any compromise on the performance of the electrical items used in dynamic façade lighting and external electrical works.
- f) The Contractor shall obtain relevant insurances suitable for the equipment and O&M as against any damage during the shows and also follow up action with insurance agencies making claims on behalf of PSCL in case of damages, etc.
- g) Any other service which are not covered but necessary and trouble-free working of entire system are also included in the scope of work.
- h) The Contractor shall complete the O & M successfully for 5 years and shall handover all the equipment's installed in good working condition to PSCL for closure of the contract.
- i) All equipment's shall be covered under OEM guarantee for a period of 5 years from the date of commissioning of the project.
- j) Following the instructions of PSCL authority while operation of the project
- k) APPROVALS: The Successful Bidder shall submit all drawings, documents, applications through the committees and pursuing with concerned authorities for approval of all works prior to execution. The concept offered by the Applicant(s) shall be with full consideration of the site conditions. But the plans have to be modified wherever required as per the requirements of PSCL & concerned authorities. The Contractor shall be responsible for getting required approvals from the concerned authorities within a period of 30 (Thirty) days from issuance of the Work Order by PSCL.
- l) The scope of work shall include SITC work of VMDs, Structural work, Foundation work, Integration with ICCC along with all necessary fixture & OFC cabling to nearest available ICCC point/port/junction of the approved locations of VMDs.
- m) All civil/structural/related drawings needs to be vetted by NIT/IIT. No additional payment will be made in this regard to the agency.

6.3 Applicable Technical Standards

7. Technical Specifications:

Physical Parameters	Preferred Make	LG / Samsung / Barco / Christie/ Delta/ NEC/3M or equivalent
	Minimum Screen Size	As per above specification of respective design
	Minimum Total Resolution of Screen	Minimum Resolution i.e. 576 x 432 or more
	Design	Latest Specification of product manufactured by the OEM to be quoted
	Pixel pitch	6.67 mm or less as per brand
	Pixel Configuration	SMD 3 in 1 LED Package
	Pixel Density	22500 pixels/m ² or more
	LED Chipset	Nation Star Gold or Cree or Nichia or Equivalent
	Weight per sqm	20kg or less
	Unit Case material	Magnesium or Aluminium
Optical Parameter	Brightness (Minimum Calibrated)	6500 nit or more
	Brightness Uniformity	97% or more
	Contrast Ratio	10000 or more
	Viewing Angle - Horizontal	160° or more
	Viewing Angle - Vertical	130° or more
	Colour Temperature	3,500 ~ 9,000
	Bit Depth	Minimum 14bit or more
	Power Consumption - Max	600 (W/m ²) or less
	Refresh Rate	3,840 Hz or more
Operational Parameter	Working Temperature	-20°C to 55°C
	Working Humidity	10%RH to 99%RH
	IP Rating Front	IP65
	IP Rating Back	IP65
	LED Lifetime	100,000 hours or more
Certifications	Standard Certifications / Test Reports	IP65 Dust & Water Protection Certification / IEC 60529 Test Report/equivalent
		CE LVD/equivalent
		UL/ETL/equivalent
		FCC/equivalent
		EMC/equivalent
LED Controller of same Make	Inputs	HDMI x 1(HDCP 2.2), DP x 1
	LED Controller of Same Make as LED Screen	Yes
	Resolution Supported	3840x2160 @ 60HZ or better

as LED Screen with Original OEM Software for Configuration	Output Pixel	8.2 million or more
	Control Ports	RS232C Loop, LAN & 4G/5G SIM
	LAN Output	Minimum 08 or more
	Temperature Sensor	Yes
	Chrome Adjustment	Yes
	Original LED Configuration Software of LED Screen OEM	Yes
	Technical parameters of the LED screen (Pixel Density of Model Point)	P6 or above
	Brightness Adjustment	Yes
	Panel opening/close sensor	Yes
	Scaling	Yes
	HDR 10	Yes
	Inbuilt Digital Signage Media player & Software for designing and playing content on Screen and can be controlled separately	Yes
	Controller Certifications	CB, UL, BIS
	Capability to Divide Screen into Multiple Zones and Play Different Images., Video, URL, HDMI input etc in Zones	Yes
	Operating System & inbuilt Memory	Yes
	Signal Redundancy Support	Yes
BIS Certification for LED Controller	Yes	

8. Note: - Rate quoted should be inclusive of all types of taxes etc.

8.1 Project Deliverables and Timelines

Project execution period is 4 months followed by 1 years of DLP and 5 Years of O&M as applicable. Contractor shall prepare Project plan as per format given in Annexure 1.13. Weightage of Physical progress shall be considered while planning and scheduling the activities along with the resource plan. Contractor shall have to achieve stipulated milestones within timeline set forth in Table above. In the event that the Contractor fails to achieve any Milestone or scheduled completion date within a period of 15 days from the dates set forth in Table, unless such failure has occurred due to force majeure or reason solely attributable to the Authority, shall to pay damages to Authority depends on weightage of work delayed in due time.

8.2 Payment schedule

- a) For the purpose of payment, the total quote submitted by bidder will be considered in two parts i.e., Civil Works and Electrical works.

Item	Weightage in percentage to the Contract Price	Stage of Payment	Percentage of weightage to Col.2
1	2	3	4
SITC of VMD works	100%	i. Material supply	20%
		ii. Installation Works	30%
		iii. Testing and Commissioning	25%
		iv. O & M	25%
TOTAL	100 %		

- a) The bidder will have to raise the invoice after completion of the stages as defined
- b) Operation and maintenance cost for applicable components shall be paid quarterly in equal installments each year (till the O&M period of 5 years)
- c) The bidder shall submit the monthly report and submit it to PSCL.
- d) Deduction of applicable taxes will be made as per the existing applicable tax provisions.

7. Conditions of Contract (CC)

9.1 Definition of Terms

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

- 9.1.11 “Intellectual Property Rights” means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
- 9.1.12 “Notice” means: a notice; or consent, approval or other communication required to be in writing under this Contract.
- 9.1.13 “OEM” means the Original Equipment Manufacturer of any equipment / system / software / product which are providing such goods to the Authority under the scope of this RFP.
- 9.1.14 “Joint Venture” means a business arrangement in which two or more parties agree to pool their credentials and resources for the purpose of accomplishing a specific task.
- 9.1.15 “Sub-Contractor” shall mean the entity named in the contract for any part of the work or any person to whom any part of the contract has been sublet with the consent in writing of the Authority and the heirs, legal representatives, successors and assignees of such person.
- 9.1.16 “Services” means the work to be performed by the agency pursuant to this RFP and to the contract to be signed by the parties in pursuance of any specific assignment awarded by the Authority.

9.2 Interpretation

- 9.2.1 In this Contract unless a contrary intention is evident:
- a) the clause headings are for convenient reference only and do not form part of this Contract;
 - b) unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses;
 - c) the word “includes” or “including” shall be deemed to be followed by “without limitation” or “but not limited to” whether or not they are followed by such phrases;
 - d) unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub-clause or section of this Contract including any amendments or modifications to the same from time to time;
 - e) a word in the singular includes the plural and a word in the plural includes the singular;
 - f) a word importing a gender includes any other gender;
 - g) a reference to a person includes a partnership and a body of corporate;
 - h) a reference to legislation includes legislation repealing, replacing or amending that legislation;
 - i) Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.

- j) In the event of an inconsistency between the terms of this Contract and the RFP and the Bid, the terms hereof shall prevail.

9.3 Conditions Precedent

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

- 9.3.1 Furnishing by Contractor, an unconditional and irrevocable Performance Bank Guarantee of 10% of the contract value (PBG) and acceptable to the Authority which would remain valid until such time as stipulated by the Authority.
- 9.3.2 Obtaining of all statutory and other approvals required for the performance of the Services under this Contract. This may include approvals/clearances, wherever applicable, that may be required for execution of this contract e.g., clearances from Government authorities for importing equipment, exemption of Tax/Duties/Levies, work permits/clearances for Bidder/Bidder’s team, etc.
- 9.3.3 Furnishing of such other documents as the Authority may specify/ demand.
- 9.3.4 The Authority reserves the right to waive any or all of the conditions specified in Clause 3 above in writing and no such waiver shall affect or impair any right, power or remedy that the Authority may otherwise have.

9.4 Joint and Several Liability

- 9.4.1 If the Contractor has formed the Joint Venture (JV) of two parties for implementing the project
- these persons shall, without prejudice to the provision of this agreement, be deemed to be jointly and severally liable to the authority for the performance of the agreement; and
 - the contractor shall ensure that no change in the composition of the joint venture is affected without the prior consent of the authority
- 9.4.2 Without prejudice to the joint and several liability of all the members of Joint Venture, the lead member shall represent all the members of the Joint Venture and shall at all times be liable and responsible for discharging the functions and obligations of the contractor. The contractor shall ensure that each member of the joint venture shall be bound by any decision, communication, notice, action or inaction the lead member of on any matter related to this agreement and the authority shall be entitled to rely upon any such action,

decision of communication of the lead member. The authority shall release the payment only of the joint venture.

9.5 Key Performance Measurements

- 9.5.1 Unless specified by the Authority to the contrary, Contractor shall deliver the goods, perform the services and carry out the construction of work in accordance with the terms of this Contract, Scope of Work and the Service Specifications.
- 9.5.2 If the Contract, scheduled requirements, service specification includes more than one document, then unless the Authority specifies to the contrary, the later in time as mutually agreed and discussed by both parties shall prevail over a document of earlier date to the extent of any inconsistency.
- 9.5.3 The Authority reserves the right to amend any of the terms and conditions in relation to the Contract / Service Specifications with mutual discussion and agreement and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the Schedule of Requirements.

9.6 Commencement and Progress

- 9.6.1 Date of appointment shall be treated as commencement date of project. Milestones and Completion date shall be calculated from the date of commencement of project.
- 9.6.2 Contractor shall subject to the fulfilment of the condition's precedent above, commence the performance of its obligations in a manner as per the Scope of Work.
- 9.6.3 Contractor shall proceed to carry out the activities / services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.
- 9.6.4 Contractor shall be responsible for and shall ensure that all activities /services are performed in accordance with the Contract, Scope of Work and Service Specifications.
- 9.6.5 Contractor shall perform the activities/services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and shall observe sound management, engineering and security practices. Contractor shall always act, in respect of any matter

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

9.6.6 **Monthly Progress Report:** During the construction period the contractor shall no later than ten (10) days after the close of each month furnished to the Authority a monthly report on progress of the work and shall promptly give such other relevant information as may be required by the authority.

9.7 Standards of performance

9.7.1 Contractor shall perform the Services and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and best practices used in the industry and with Indian standards recognized for such purpose. Contractor shall observe sound management, engineering and security practices. It shall employ appropriate technology and engineering practices and safe and effective equipment, machinery, material and methods. Contractor shall always act, in respect of any matter relating to the Contract, as faithful advisors to the Authority and shall, at all times, support and safeguard the Authority's legitimate interests in any dealings with Third Parties.

9.8 Approvals and Required Consents

9.8.1 The Authority shall extend necessary support to contractor to obtain, maintain and observe all relevant and customary regulatory and governmental clearances and applicable approvals (hereinafter the “Approvals”) necessary for Contractor to provide the Services. The costs of such Approvals, if any shall be borne by Contractor. Both parties shall give each other all co-operation and information reasonably.

9.8.2 The Authority shall also provide necessary support to Contractor in obtaining the Approvals. In the event that any Approval is not obtained, Contractor and the Authority shall co-operate with each other in achieving a reasonable alternative arrangement.

9.9 Constitution of Joint Venture

9.9.1 For the purposes of fulfilment of its obligations as laid down under the Contract, where the Authority deems fit and unless the contract requires otherwise, Lead Bidder shall be the sole point of interface for the Authority and would be absolutely accountable for the performance of its own, the second party of JV and/or its Team’s functions and obligations.

9.9.2 The Joint Venture member has agreed that the lead bidder is the prime point of contact between the JV and the Authority and it shall be primarily responsible for the discharge and

administration of all the obligations contained herein and, the Authority, unless it deems necessary shall deal only with Lead bidder. The sole bidder/Lead bidder shall be and solely responsible for the project execution.

9.9.3 Without prejudice to the obligation of the Consortium member to adhere to and comply with the terms of this Contract, the Consortium member has executed and submitted a Power of Attorney in favor of Lead bidder authorizing him to act for and on behalf of such member of the Consortium and do all acts as may be necessary for fulfilment of contractual obligations.

9.9.4 No agreement/contract executed within the Joint Venture members be amended, modified and/or terminated without the prior written consent of the Authority. An executed copy of each of such agreements/contracts shall, immediately upon execution be submitted by Contractor to the Authority.

9.10 Contractor's Obligations

9.10.1 Contractor's obligations shall include all the activities as specified by the Authority in the Scope of Work and other sections of the Tender and Contract and changes as mutually agreed by both parties, thereof enable Authority to meet the objectives and operational requirements. It shall be Contractor's responsibility to ensure the proper and successful implementation, performance and continued operation of the proposed solution in accordance with and in strict adherence to the terms of his Bid, the Tender and this Contract.

9.10.2 Authority reserves the right to interview the personnel proposed that shall be deployed as part of the project team or O&M. If found unsuitable, the Authority may reject the deployment of the personnel. But ultimate responsibility of the project implementation shall lie with Contractor.

9.10.3 Authority reserves the right to make require changes in personnel which shall be communicated to Contractor. Contractor with the prior approval of the Authority may make additions to the project team during the execution.

9.10.4 Contractor should submit profiles of only those resources who shall be deployed on the project. Any change of resource should be approved by the Authority and compensated with equivalent or better resource.

- 9.10.5 Contractor shall be fully responsible for deployment / installation / development/ and integration of all the software and hardware components and resolve any problems / issues that may arise due to integration of components.
- 9.10.6 The Authority reserves the right to review the terms of the Warranty and Annual Maintenance agreements entered into between Contractor and Supplier and no such agreement/contract shall be executed, amended, modified and/or terminated without the prior written consent of the Authority. An executed copy of each of such agreements/contracts shall, immediately upon execution be submitted by SI to the Authority.
- 9.10.7 Contractor shall ensure that none of the components and sub-components is declared end-of-sale or end-of-support by the respective Supplier/Manufacturer at the time of submission of bid.
- 9.10.8 Contractor shall ensure that the supplier/manufacturer provide the support and assistance to Contractor in case of any problems / issues arising due to integration of components supplied by them with any other component(s)/ product(s) under the purview of the overall solution. If the same is not resolved for any reason whatsoever, Contractor shall replace the required component(s) with an equivalent or better substitute that is acceptable to Authority without any additional cost to the Authority and without impacting the performance of the solution in any manner whatsoever.
- 9.10.9 Contractor shall ensure that the supplier for LED Screens/Solar lights/equipment supply and/or install all type of updates, patches, fixes from time to time at no additional cost to the Authority and update should happen Over the Air.
- 9.10.10 Contractor shall ensure that the Supplier for hardware servers/ equipment or Contractor's trained engineers conduct the preventive maintenance on a Quarterly basis and break-fix maintenance in accordance with the best practices followed in the industry. Contractor shall ensure that the documentation and training services, if any, associated with the components shall be provided by the Supplier without any additional cost to the Authority.
- 9.10.11 Contractor and their personnel/representative shall not alter / change / replace any hardware component proprietary to the Authority and/or under warranty or O&M without prior consent of the Authority.

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

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

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

9.11 Access to Sites

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

9.12 Start of Installation or construction work

- 9.12.1 Bidder shall co-ordinate with the Authority and stakeholders for the complete setup of sites before commencement of installation of other areas as mentioned in scope of project.
- 9.12.2 The plan and design documents thus developed shall be submitted by Contractor for approval by the Authority.
- 9.12.3 After obtaining the approval from the Authority, Contractor shall commence the installation or Construction work.

9.13 Reporting Progress

- 9.13.1 Contractor shall monitor progress of all the activities related to the execution of this contract and shall submit to the Authority, progress reports with reference to all related work, milestones and their progress during the implementation phase.
- 9.13.2 Formats for all above mentioned reports and their dissemination mechanism shall be discussed and finalized along with project plan. The Authority on mutual agreement between both parties may change the formats, periodicity and dissemination mechanism for such reports.
- 9.13.3 Periodic meetings shall be held between the representatives of the Authority and Contractor once in every 30 days or as per requirement during the implementation and construction phase to discuss the progress and performance.
- 9.13.4 Contractor shall ensure that the respective team or specified person involved in the execution of work shall take part in such meetings.
- 9.13.5 All the goods, services, work execution and manpower to be provided/deployed by Contractor under the Contract and the manner and speed of execution and maintenance of the work and services are to be conducted in a manner to the satisfaction of Authority's representative in accordance with the Contract.
- 9.13.6 The Authority reserves the right to inspect and monitor/ assess the progress/ performance of the work / services at any time during the course of the Contract. The Authority may demand and upon such demand being made, Contractor shall provide documents, data, material or any other information which the Authority may require, to enable it to assess the progress/ performance of the work / service.

- 9.13.7 At any time during the course of the Contract, the Authority shall also have the right to conduct at its own cost, either itself or through another agency as it may deem fit, an audit to monitor the performance of Contractor, obligations/ functions in accordance with the standards committed to or required by the Authority and SI undertakes to cooperate with and provide to the Authority/ any other agency appointed by the Authority, all Documents and other details as may be required by them for this purpose. Such audit shall not include Bidder's books of accounts.
- 9.13.8 If the rate of progress of the works or any part of them at any time fall behind the stipulated time for completion or is found to be too slow to ensure completion of the works by the stipulated time, or is in deviation to Tender requirements/ standards, the Authority's representative shall so notify Contractor in writing.
- 9.13.9 Contractor shall reply to the written notice giving details of the measures he proposes to take to expedite the progress so as to complete the works by the prescribed time or to ensure compliance to RFP requirements. Contractor shall not be entitled to any additional payment for taking such steps. If at any time it should appear to the Authority or Authority's representative that the actual progress of work does not conform to the approved plan, contractor shall produce at the request of the Authority's representative a revised plan showing the modification to the approved plan necessary to ensure completion of the works within the time for completion or steps initiated to ensure compliance to the stipulated requirements.
- 9.13.10 The submission seeking approval by the Authority or Authority's representative of such plan shall not relieve Contractor of any of his duties or responsibilities under the Contract.
- 9.13.11 In case during execution of works, the progress falls behind schedule or does not meet the Tender requirements, Contractor shall deploy extra manpower/ resources to make up the progress or to meet the RFP requirements. Plan for deployment of extra man power/ resources shall be submitted to the Authority for its review and approval. All time and cost effect in this respect shall be borne, by Contractor within the contract value.

9.14 Project Plan and Drawings

- 9.14.1 Within 15 calendar days of effective date of the contract/ Issuance of Lol, Contractor shall submit to the Authority for its approval a detailed Project Plan and Drawings with details of the project showing the sequence, procedure, Specification and method in which he

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

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

9.15 Adherence to safety procedures, rules regulations and restriction

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

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

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

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

9.16 Statutory Requirements

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

9.17 Authority's Obligations

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

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

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

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

9.18 Payments

9.18.1 Authority shall make payments to Contractors at the times and in the manner set out in the Payment schedule as specified in RFP. Authority shall make all efforts to make payments to Contractor within 30 days of receipt of invoice(s) and all necessary supporting documents.

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

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

- 9.18.4 In the event of Authority noticing at any time that any amount has been disbursed wrongly to Contractor or any other amount is due from Contractor to the Authority, the Authority may without prejudice to its rights recover such amounts by other means after notifying Contractor or deduct such amount from any payment falling due to Contractor. The details of such recovery, if any, shall be intimated to Contractor. Contractor shall receive the payment of undisputed amount under subsequent invoice for any amount that has been omitted in previous invoice by mistake on the part of the Authority or Contractor.
- 9.18.5 All payments to Contractor shall be subject to the deductions of tax at source under Income Tax Act, and other taxes and deductions as provided for under applicable law, rule or regulation. All costs, damages or expenses which Authority may have paid or incurred, for which under the provisions of the Contract, SI is liable, the same shall be deducted by Authority from any dues to Contractor. All payments to Contractor shall be made after making necessary deductions as per terms of the Contract and recoveries towards facilities, if any, provided by the Authority to Contractor on chargeable basis.

9.19 Taxes

- 9.19.1 Contractor shall bear all personnel taxes levied or imposed on its personnel, or any other member of Contractor’s Team, etc. on account of payment received under this Contract. Contractor shall bear all corporate taxes, levied or imposed on Contractor on account of payments received by it from the Authority for the work done under this Contract.
- 9.19.2 Contractor shall bear all taxes and duties etc. levied or imposed on Contractor under the Contract. It shall be the responsibility of Contractor to submit to the concerned Indian authorities the returns and all other connected documents required for this purpose. Contractor shall also provide the Authority such information, as it may be required in regard to Contractor’s details of payment made by the Authority under the Contract for proper assessment of taxes and duties. The amount of tax withheld by the Authority shall at all times be in accordance with Indian Tax Law and the Authority shall promptly furnish to Contractor original certificates for tax deduction at source and paid to the Tax Authorities. However, in case of any changes in taxes rates i.e., GST, Custom duties, levies etc. shall be account of Authority e.g. In case of decrease in tax rates i.e., GST, basic custom duties, levies etc. the resulting benefit be passed on to the Authority and in of increase in tax rates, the impact of such increase be account of to the Authority.

- 9.19.3 Contractor agrees that he shall comply with Indian Income Tax Act in force from time to time and pay Income Tax, as may be imposed/ levied on them by the Indian Income Tax Authorities, for payments received by them for the works under the Contract.
- 9.19.4 Contractor shall fully familiarize themselves about the applicable domestic taxes (such as added GST, income taxes, duties, fees, levies, etc.) on amounts payable by the Authority under the Agreement. All such taxes must be included by Bidders in the financial proposal. (Bidder to find out applicable taxes for the components being proposed). Any change in taxes & duties component, if altered in future and payable under the law, shall be passed on to PSCL / Contractor in a Bidirectional Manner.
- 9.19.5 Contractor shall indemnify Authority against any and all liabilities or claims arising out of this Contract for such taxes including interest and penalty by any such Tax Authority may assess or levy against the Authority.
- 9.19.6 Contractor shall bear any new taxes imposed or there is any increase/decrease in any of the taxes for its services after submission of bids, the incremental/decremental amount may be considered for reimbursement / refunds at actuals under Subsequent Legislation.

9.20 Warranty

- 9.20.1 A comprehensive warranty applicable on goods supplied under this contract shall be provided for the period of contract from the date of acceptance of respective system by the Authority, which shall be for a period of minimum 5 years.
- 9.20.2 Contractor warrants that the Goods supplied under the Contract are new, non-refurbished, unused and recently manufactured. Shall ensure service and spares support to its efficient and effective operation for the entire duration of the contract.
- 9.20.3 Contractor warrants that at the time of delivery the goods supplied under this contract shall be of the highest quality and as per required specification. The goods operate properly and safely.
- 9.20.4 The Authority shall promptly notify the Contractor in writing of any claims arising under this warranty.
- 9.20.5 Upon receipt of such notice, the Contractor shall, with all reasonable speed, repair or replace the defective Work or Goods or parts thereof, without prejudice to any other rights which the Authority may have against the Contractor under the Contract.

9.20.6 If the Contractor, having been notified, fails to remedy the defect(s) within the warranty period, the Authority may proceed to take such remedial action as may be necessary, at the Contractor’s risk and expense and without prejudice to any other rights which the Authority may have against the Contractor under the Contract.

9.21 Defect Liability Period (DLP)

The Defect Liability Period (DLP) will be of One (1) year after completion of civil works on the terms and conditions given in this section:

- 9.21.1 During the Defect Liability Period, the bidder shall covenant that the materials/goods supplied under the contract are new, unused, or of Higher quality/version/models.
- 9.21.2 The bidder further covenant that the goods supplied under this contract shall have no defects arising from design, materials or workmanship. The bidder has to submit an undertaking that the goods supplied by him are new and unused.
- 9.21.3 PSCL or designated representatives of the Employer shall promptly notify successful bidder in writing of any claims arising during Defect Liability Period. Upon receipt of such notice, the bidder shall, within the Defect Liability Period and with all reasonable speed (usually 3 days, if not taken approval for extended period), repair or replace the defective items/systems/materials, without costs to PSCL and within time specified and acceptable to PSCL.
- 9.21.4 If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, PSCL may proceed to take such reasonable remedial action as may be necessary, at the successful bidder’s risk and expense and without prejudice to any other rights maximum to the value of the defected item, which PSCL may have against the bidder under the contract.
- 9.21.5 The Services will be supplied in conformance with all laws, enactments, orders and regulations applicable from time to time.
- 9.21.6 Implementation Agency will warrant that the solution provided under the contract is new, of the higher version /models and incorporate all recent improvements in design and materials unless provided otherwise in the contract.

- 9.21.7 The Implementation Agency shall ensure defect free operation/execution of the entire work and shall replace any such components, equipment, item and device which are found defective and during the entire contract period the
- 9.21.8 Implementation Agency shall apply all the latest upgrades/patches/releases for the work after appropriate demonstration. No additional costs shall be paid separately for the Defect Liability Period other than what are the costs quoted by the Implementation Agency and as specified in the contract.
- 9.21.9 If the Implementation Agency uses in the course of the provision of the Services, components, equipment, item and device manufactured by any third party/OEM/Vendor and which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass-through third-party manufacturer’s Warranties relating to those components, equipment, item and device to the extent possible.

9.22 Term and Extension of the Contract

- 9.22.1 Contract period shall commence from the date of appointment of contractor.
- 9.22.2 If the delay occurs due to circumstances beyond control of Contractor such as Force majeure or any cause whatsoever beyond the reasonable control of Contractor, a reasonable extension of time shall be granted by the Authority.
- 9.22.3 In any such case the authority may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 1 months of the date of receipt of such request. Non application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

9.23 Change of Scope

- 9.23.1 Change of scope request shall be raised by either party (Employer or Contractor) during the project execution period.
- 9.23.2 Parties shall intimate the proposal along with the supportive document and cost implication. Change of shall not be more/less than 10% of the value of Contract price.
- 9.23.3 Authority shall within 20 days either approve or disapprove the proposal. In case more clarification is required, Authority shall inform in written with 10 days of request.
- 9.23.4 Authority in case of acceptance of proposal, issue change of scope order.

9.24 Dispute Resolution

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

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

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

9.24.4 The procedure for arbitration shall be as follows:

- a) In case of dispute or difference arising between the employer and the contractor relating to any matter arising out of concerned with this agreement it shall be settled in accordance with the arbitration and conciliation act 1996. The disputes or differences shall be referred to a sole Arbitrator. The sole Arbitrator shall be appointed by agreement between the parties; failing such agreement, by the Appointing Authority (any one of the organizations as listed in clause 18.6).
- b) The Arbitration proceedings shall be held in **Patna, Bihar, India.**
- c) The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation, etc. shall be borne by each party itself.
- d) Performance under the contract shall continue during the arbitration proceedings and the payment due to the contractor by the authority shall not be withheld unless they are the subject matter of the arbitration proceedings.

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

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

9.24.7 The proceedings of Arbitration shall be in English language.

9.24.8 The list of organizations which are considered as appointing authorities for appointment of sole arbitrators

- a) **Indian Council of Arbitration, New Delhi**
- b) **International center for alternate dispute resolutions**

9.25 Time is the essence

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

9.26 Conflict of interest

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

9.27 Publicity

9.27.1 Contractor shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Authority gives its written consent for the same to Contractor.

9.28 Force Majeure

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

9.28.2 Failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen i.e. war, or hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lockouts or act of God

(hereinafter referred to as events) , or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred at any location in scope. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. Any failure or lapse on the part of Contractor in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above-mentioned events or the failure to provide adequate disaster management/ recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

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

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

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

9.29 Insurance

9.29.1 Items supplied under this Contract shall be comprehensively insured by Contractor at his own cost, against any loss or damage, for the entire period of the contract. Contractor shall submit to the Authority, documentary evidence issued by the insurance company, indicating that such insurance has been taken.

9.29.2 Contractor shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods and also the charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective sites of installation shall also be borne by Contractor.

9.29.3 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;

- a. 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.
- b. Employer's liability and workers' compensation insurance in respect of the Personnel of the Company, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.

9.30 Liquidated Damages

- 9.30.1 If Contractor fails to construct, install or maintain any or all of the works/items as per the contract, within the time period(s) specified in RFP, the Authority without prejudice to its other rights and remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 2 % per month of entire contract value to be computed on per day basis.
- 9.30.2 The deduction shall not in any case exceed 10 % of the contract value.
- 9.30.3 The Authority may without prejudice to its right to effect recovery by any other method, deduct the amount of liquidated damages from any money belonging to Contractor in its hands (which includes the Authority’s right to claim such amount against Contractor’s Bank Guarantee) or which may become due to Contractor. Any such recovery or liquidated damages shall not in any way relieve Contractor from any of its obligations to complete Work or from any other obligations and liabilities under the Contract.
- 9.30.4 Delay not attributable to Contractor shall be considered for exclusion for the purpose of computing liquidated damages.
- 9.30.5 Limitation of Bidder’s Liability towards the Authority: Except in case of gross negligence or willful misconduct on the part of Contractor or on the part of any person with respect to damage caused by Contractor to Authority’s tangible property, shall not be liable to Authority for any direct loss or damage, if the claim amount received from project specific insurance maintained by Contractor to cover such a liability.
- 9.30.6 Notwithstanding anything contained to the contrary elsewhere, neither the Authority nor the Contractor shall be liable for any indirect, consequential or punitive losses/damages caused by Contractor or any person or company acting on behalf of Contractor in carrying out the Services.

9.30.7 Notwithstanding anything contained to the contrary elsewhere, the overall limitation of aggregate Liability for Contractor will be capped at 100% of Contract Value, regardless of the form of claim including indemnification claims.

9.31 Ownership and Retention of Documents

9.31.1 The Authority shall own the Documents, prepared by or for Contractor arising out of or in connection with the Contract.

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

9.32 Information Security

9.32.1 Contractor shall not carry any written/printed document, layout diagrams, CD, hard disk, storage tapes, other storage devices or any other goods /material proprietary to Authority into / out of any location without written permission from Authority.

9.32.2 Contractor shall not destroy any unwanted documents, defective tapes/media present at any location on their own. All such documents, tapes/media shall be handed over to the Authority.

9.32.3 All documentation and media at any location shall be properly identified, labelled and numbered by Contractor. Contractor shall keep track of all such items and provide a summary report of these items to the Authority whenever asked for.

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

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

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

9.33 Records of contract documents

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

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

9.34 Confidentiality

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

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

9.34.3 Contractor shall do everything reasonably possible to preserve the confidentiality of the Confidential Information including execution of a confidentiality agreement with the Authority to the satisfaction of the Authority.

9.34.4 Contractor shall notify the Authority promptly if it is aware of any disclosure of the Confidential Information otherwise than as permitted by the Contract or with the authority of the Authority.

9.35 Events of Default by Contractor

9.35.1 The failure on the part of Contractor to perform any of its obligations or comply with any of the terms of this Contract shall constitute an Event of Default on the part of Contractor. The events of default are but not limited to;

- 9.35.2 Contractor has failed to perform any instructions or directives/amended directive, instructions, modification issued by the Authority which it deems proper and necessary to execute the scope of work or provide services under the Contract.
- 9.35.3 failure on the part of Contractor may be in terms of failure to adhere to performance, quality, timelines, specifications, requirements or any other criteria as defined by the Authority;
- 9.35.4 Contractor has failed to remedy a defect or failure to perform its obligations in accordance with the specifications issued by the Authority, despite being served with a default notice which laid down the specific deviance on the part of Contractor / Contractor’s Team to comply with any stipulations or standards as laid down by the Authority; or Contractor has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Bid, the RFP and this Contract
- 9.35.5 There is a proceeding for bankruptcy, insolvency and winding up.
- 9.35.6 Contractor has failed to comply with or is in breach or contravention of any applicable laws. Where there has been an occurrence of such defaults inter alia as stated above, the Authority shall issue a notice of default to Contractor, setting out specific defaults / deviances / omissions / non-compliances / non-performances and providing a notice of twenty (20) days to enable such defaulting party to remedy the default committed.
- 9.35.7 Where despite the issuance of a default notice to Contractor by the Authority, Contractor fails to remedy the default to the satisfaction of the Authority, the Authority may, where it deems fit, issue to the defaulting party another default notice or proceed to contract termination.

9.36 Suspension

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

9.36.2 Upon the contractor having the Contractor Default within a period not exceeding 60(Sixty) days from the date of suspension, the Authority shall revoke the suspension forthwith and restore all the rights of the contractor under this Agreement.

9.37 Termination

9.37.1 Authority may, terminate this Contract in whole or in part by giving Contractor a prior and written notice indicating its intention to terminate the Contract under the following circumstances:

9.37.2 Where Authority is of the opinion that there has been such Event of Default on the part of Contractor which would make it proper and necessary to terminate this Contract and may include failure on the part of Contractor to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.

9.37.3 Where it comes to the Authority's attention that Contractor (or Contractor's Team) is in a position of actual conflict of interest with the interests of the Authority, in relation to any of terms of Contractor's Bid, the RFP or this Contract.

9.37.4 Where Contractors ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against Contractor, any failure by Contractor to pay any of its dues to its creditors, the institution of any winding up proceedings against Contractor or the happening of any such events that are averse to the commercial viability of Contractor. In the event of the happening of any events of the above nature, the Authority shall reserve the right to take any steps as are necessary, to ensure the effective transition of the sites to a successor agency, and to ensure business continuity.

9.37.5 **Termination for Insolvency:** The Authority may at any time terminate the Contract by giving written notice to Contractor, without compensation to Contractor, if Contractor becomes bankrupt or otherwise insolvent, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Authority.

9.38 Payment upon Termination:

9.38.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Authority shall issue a certificate for the value of the work done less advance payments

received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Authority exceeds any payment due to the Contractor, the difference shall be a debt payable to the Authority for which the recovery shall be made from the PBG on forfeiture.

9.38.2 If the Contract is terminated at the Authority's convenience, the Authority shall issue a certificate for the value of the work done, less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law. No extra cost will be paid by the Authority for expenditure towards removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works and the Contractor's costs of protecting and securing the Works.

9.39 Consequence of Termination

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

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

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

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

9.40 Penalty Clause

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

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

9.41 Indemnity

9.41.1 The successful bidder/Agency shall indemnify, defend and hold harmless the contracting authority, and their End Users, and their respective officers, directors, employees, subsidiaries, affiliates and successors and permitted assigns, from and against any and all losses, liabilities, damages, costs or expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties, arising from or relating to third party claims, demands or actions (collectively, “Claims”) arising from or relating to:

(a) Any breach by the successful bidder or its agents, employees or subcontractors of any of the warranties if any, pertaining to the Work and Documentation that are passed through to End Users;

(b) any injury to any person, including death, illness or bodily injury, or damage to real or tangible personal property, resulting from (i) the Work, Documentation or any other Deliverables furnished by the successful bidder or (ii) any act or omission of successful bidder or its agents, employees or subcontractors; and

(c) without limiting paragraph (a) above, any alleged or actual infringement, violation or misappropriation of any Intellectual Property Rights of any third party by successful bidder or

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

9.41.2 While providing services as per Scope of Work, the successful bidder shall ensure that there is no infringement of any patent or design rights or violate any intellectual property or other right of any person or entity and shall comply with all applicable Laws, Statute, regulations and Governmental requirements and he/she shall be solely and fully responsible for consequence / any actions due to any such infringement.

9.41.3 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.

9.42 Risk Management

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

9.43 Manpower

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

9.43.2 The qualification and capability of Bidder’s personnel shall be appropriate for the tasks they are assigned to perform. The staff provided shall be fully trained in the operation of the works before being given responsibility. If, in opinion of the Authority, a member of agency’s staff is considered to be insufficiently skilled or otherwise inappropriate for the assigned task, and Authority informs the Agency in writing, the Agency shall replace him/her with a person of appropriate skills and experience for the task, approved by the Authority, within

one week of being so informed. The Agency’s Staff should be available at site and take instructions from the Authority/PSCL or other supervisory staff.

9.43.3 The Agency shall organize factory visit for Quality inspection prior to supply of material in Patna

9.43.4 All installed VMDS must be integrated to ICC. There must be provision of uploading content simultaneously remotely from ICC as well as individual VMDs.

8. Forms & Annexures

Appendix -1

Annexure 1.1: Technical bid checklist

SI#	Checklist Items	Compliance (Yes or No)
1.	Technical Qualification Covering Letter Ref: Annexure 1.2	
2.	Cost of Bid Documents/RFP Fee of Rs 11,800/- (Rupees Eleven Thousand and Eight Hundred including GST @ 18%) only in form of unconditional Demand Draft (Non-Refundable) in favour of Managing Director, Patna Smart City Ltd, payable at Patna.	
3.	Proof of online payment of e-proc bid processing cost as per e-proc (www.eproc2.bihar.gov.in) norms (Non-Refundable) to BELTRON	
4.	Brief Profile of the Company and Contact persons Ref: Annexure 1.3	
5.	Overall approach and methodology. Ref: Annexure 1.8	
6.	No Conflict-of-Interest Ref: Annexure 1.6	
7.	Self-declaration that the bidder is a single business entity/ sole bidder or the bidding agency is a Joint Venture (JV)	
8.	Audited statement for last 3 financial years viz. 2020-21, 2021-22 & 2022-23 of the bidder from the work of video contents, advertisement and promotion. Ref: Annexure 1.5	
9.	Annual Turnover certificates duly certified by the Chartered Accountant clearly specifying that the Net Worth for the last 3 financial years 2020-21, 2021-22 & 2022-23 is from the work of video contents, advertisement and promotion	
10.	Certificate for Project Execution Experience with enclosures (most important being the certificate from client) i.e. True/ Photo Copy of Work Completion Certificate of similar works mentioned in RFP as a prime Agency/ Contractor in any Government Organisation with minimum value of 90% of estimated value of contract (experience and resources as a Sub-contractor's shall not be considered) Ref: Annexure 1.7	
11.	Copy of valid GST registration certificate and PAN	
12.	Self-declaration from the bidder that as on date of submission of bid, the bidder is not black-listed/debarred/terminated by any Central/State Government Organization/Department/ PSU in India. Ref: Annexure 1.4	

SI#	Checklist Items	Compliance (Yes or No)
13.	Self-declaration that the Bidder that he already have or shall undertake to set up an office in Patna during execution of the project, if awarded, for which the bid is being submitted.	
14.	Power of Attorney of authorized representative as per the format at given in this RFP. Ref: Annexure 2.4 of Appendix 2	
15.	Earnest Money Deposit of Rs 32,70,000/- (Rupees Thirty Two Lakh seventy thousand) only (Refundable) in the form of unconditional Bank Guarantee, DD of Scheduled Bank; Post Office Term Deposit/ FD/NSC to be pledged in favour of Managing Director, Patna Smart City Ltd, payable at Patna. Also refer Annexure 2.3 of Appendix 2	
16.	Unconditional Performance Bank Guarantee. Ref. Annexure 2.2 of Appendix 2	
17.	Any other document, as specified in the RFP document	
18.	Memorandum of Understanding between Manufacturer and Authorized Dealers/Bidders as given in this RFP. Ref. Annexure 1.9	

Installation of 50 Variable Message Display (VMD in Patna under Smart City Mission

Annexure 1.2: Technical Qualification Covering Letter (on Applicant's Letter head)

Date: dd/mm /yyyy

To,

The Managing Director,

Patna Smart City Limited,

Patna

Subject: Request for Proposal (RFP) for **Installation of 50 Variable Message Display (VMD in Patna under Smart City Mission “**

Ref: RFP/NIT No. Dated

Dear Sir,

With reference to your RFP for **“Installation of 50 Variable Message Display (VMD in Patna under Smart City Mission. I/ We, <<name of the undersigned Bidder>>, having read and examined in detail all the bidding documents in respect of Request for Proposal, do hereby propose to provide our services as specified in the bid submitted by us and accordingly submit our Technical Bid and Financial Bid.**

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

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

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

We hereby **declare** that:

- (a) We hereby acknowledge and unconditionally accept that the PSCL can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in shortlisting of Agency for providing services.
- (b) We have **submitted the EMD** of INR [.....] lakhs and **Tender fee** of INR [.....] <<Financial Instrument details...

- (c) We hereby declare that all information and details furnished by us in the Bid are true and correct to the best of our knowledge, and all documents accompanying such application are true copies of their respective originals.
- (d) We agree to abide by our offer for a period of Five Years from the date of Submission of bid prescribed by PSCL and that we shall remain bound by a communication of acceptance within that time.
- (e) We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions and declare that all the services shall be performed strictly in accordance with the RFP documents.
- (f) In the event of acceptance of our bid, we do hereby undertake:
- (i) To supply the products and commence services as stipulated in the RFP document.
 - (ii) To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
- (g) We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- (h) We understand that the PSCL may cancel the bidding process at any time and that PSCL is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- (i) I/we hereby declare that in case the contract is awarded to us, we shall **submit the unconditional contract Performance bank guarantee** in the form prescribed at Annexure of the RFP.
- (j) I/we hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

In case of any clarifications please contact: emailcontact no.

Thanking you,

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

Annexure 1.3: Brief Profile of the Company and Contact persons

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

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

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

(To be provided on the Company letter head)

Ref.

Date:

To,

.....

.....

.....

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

Dear Sir,

Subject: Self Declaration of not been blacklisted; in response to the Request for Proposal for

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

In case at any stage of bidding/ execution of work, if it is found that our company/ firm was blacklisted /debarred/terminated except for reasons of Authority's convenience by any of the State/ UT/ Central Government department/PSU in India, the contract awarded to our company/ firm may be cancelled.

(Signature of the Bidder)

Printed Name

Designation

Seal Date:

Place:

Business Address:

Annexure 1.5: Financial Turnover of last 3 years

The Audited statement / financial turnover of the company has to be provided last 3 financial years viz. **2020-21, 2021-22 & 2022-23** as per the following table:

Sl. No.	Audited financial statement for last 3 financial years / Annual Turnover *		
	2020- 2021	2021- 2022	2022- 2023

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

Annexure 1.6: No Conflict of Interest

(To be provided on the Bidders Letter head)

No Conflict of Interest

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

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

(Signature of the Bidder)

Printed Name

Designation

Seal Date:

Place:

Business Address:

Annexure 1.7: Certificate for Project Execution Experience

(In Bidding Entity's/Company Letter Head)

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

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

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

(Authorized Signatory)

Signature:

Name:

Designation:

Bidding entity's name Address:

Seal and Date:

Annexure 1.8: Information on Bid Capacity

(A) Existing commitments and on-going works:

Description of works	Place & State	Contract No.	Name & Address of Employer	Value of Contract (Rs Cr)	Stipulated Period of Completion	Value of works* remaining to be completed (Rs Cr)	Anticipated date of completion
1	2	3	4	5	6	7	8

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

(B) Works for which bids already submitted:

Description of works	Place & State	Name & Address of Employer	Estimated value of works (Rs Cr)	Stipulated period of completion	Date when decision is expected	Remarks, if any
1	2	3	4	5	6	7

Annexure 1.9: Overall Approach, Concept and Methodology

DESCRIPTION OF METHODOLOGY and Work Program

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

Strictly follow the page limit of 2 pages,

Annexure 1.10: Memorandum of Understanding between Manufacturer and Authorized Dealers/Bidders

(On stamp paper of Rs.100/- duly notarized)

This MEMORANDUM OF UNDERSTANDING hereinafter referred to as MoU made on__ Day ____Month and____ year at _____ by and between (Name of Original Equipment Manufacturer (OEM) with address) _____,represented by Authorized Signatory, which expression shall unless repugnant to the subject or context include its administrators, Successors and assigns.

(Name of BIDDER with Address) _____, represented by_____ (Authorized Signatory), which expression shall unless repugnant to the subject or context includes its administrator, successor and assigns Hereinafter referred to as “Parties” in the collective sense and each of which is referred to as “ _____ (Name of Original Equipment Manufacturer(OEM))” & Name of BIDDER in individual sense.

WHEREAS **Authority** (hereinafter referred to as Employer) has invited tender (hereinafter referred to as the “project”)) Employer for the following work:

Name of Project:

WHEREAS if the said project is awarded to “ _____” (Name of BIDDER) to execute the said project and it would also need Electrical materials such as LED Luminaries & Control Systems and We the “ _____ (Name of Bidder)” hereby enter into this MoU with “ _____ (Name of Original Equipment Manufacturer (OEM))_____” for timely execution of (Name of Project) and as per the tender conditions and both the parties would be responsible for their respective scope for execution of the said projects and operation and maintenance of the project till the end of the contract period as per the Bidding Documents.

IN WITNESS WHEREOF all the parties mentioned herein above have signed this MOU on the day, month and year first above mentioned.

No change shall be made in this agreement without prior consent of Employer and other party. However, If the Employer direct the parties to make changes in MOU agreement so as to fulfil the tender condition / requirement, the parties shall discuss with the employer and shall mutually agree for such changes as may be required to be made in the agreement.

In the interest of timely completion of the project, after discussion and getting assurance from manufacture of Electrical materials such as LED Luminaries & Control Systems, the following schedule for _____ Supply of Electrical materials is proposed in order to meet the milestones and desired target of the projects.

Total number of days for supply of Electrical materials shall be “ _____” days from the date of work order. We hereby declare that the supply of Electrical materials for the Project will be ensured by us (within _____ days) as per the above-mentioned schedule. We are aware that, in case the above schedule is not met with by us, we, the Bidder shall be liable for paying the Liquidated damages as prescribed in the tender documents for non-fulfilment of assured supply of Electrical materials.

All support including up-gradation and updation of the software shall be carried out, if the system is implemented, all through the contract period without any additional cost implication and also extended period if agreed upon.

For, (Name of BIDDER)

For, (Name of Original Equipment Manufacturer (OEM))

Authorized Signatory

Authorized Signatory

Note:

- Submissions of Bid in formats other than above, or any change in the format of submission shall lead to disqualification of the Bid.
- The content of MoU should indicate scope of work of both manufacturer and Bidder, during the Contract execution, O&M period. Both the parties should sign and seal on Rs.100/- stamp paper and the same should be uploaded in the Technical Bid.

Annexure 1.11: No Deviation Certificate

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

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

Annexure 1.12: Total Responsibility Certificate

To,
The Managing Director,
4th Floor, ICCB Building
SSP campus, Gandhi Maidan
Patna-800001

Dear Sir,

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

(Authorized Signatory)

Annexure 1.13: Project Plan

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

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

A Detailed Project Plan covering break-up of each phase into the key activities, along with the start and end dates must be provided as per format given below.

Activity-wise Timelines											
Sl. No.	Item of Activity	Month wise Program									
		1	2	3	4	5	6	7	8	9	10
1	Project Plan										
1.1	Activity 1										
1.1.1	Sub-Activity 1										

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

Annexure 1.14: Format for access to or availability of credit facilities

BANK CERTIFICATE

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

If the contract for the work, namely _____ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. _____ to meet their working capital requirements for executing the above contract during the contact period.

(Signature)

Name of Bank

Address of the Bank

Annexure 1.15: Format for minimum investment

UNDERTAKING

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

Authorised Signatory

Name of Firm

Date

Appendix-2

Annexure 2.1: Financial Proposal Format

S. No.	Item	Price in figures	Price in words (inclusive of all taxes, levies and duties)
A	Supply, Installation, Testing Commissioning along with all necessary fixtures, structure, foundation etc for 50 Variable Message Display (VMD) and integrating it with nearest port/switch/point in Patna under Smart City Mission (Including prevailing GST)		

- Least Cost Selection Method: Final selection procedure for Bidder shall be based on the financial bid quoted by the technically qualified bidder.
- Bidder amount shall be further allocated as per the weightage of project.
- The quoted cost shall include all taxes, levies and duties and nothing shall be paid extra.

Annexure 2.2: Unconditional Performance Bank Guarantee

Ref:

Date

Bank Guarantee No.

<Name.

<Designation.

<Address..

<Phone Nos..

<Fax Nos..

<Email id.

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

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

And whereas we, <Name of Bank, a banking company incorporated and having its head/registered office at<Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value. (Rupees <Insert Value in Words. only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value. (Rupees <Insert Value in Words. only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the System Integrator shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date.> Notwithstanding anything contained herein:

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

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date.> Failing which our liability under the guarantee will automatically cease.

Date
Place
Signature
Witness
Printed name
(Bank's common seal)

Annexure 2.3: Unconditional Bank Guarantee for Earnest Money Deposit

To,

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

Whereas <<Name of the bidder... (Hereinafter called 'the Agency') has submitted the bid for Submission of RFP <<RFP Number..... Dated <<Date.... for <<Name of the assignment.... (Hereinafter called "the Bid") to <<PSCL.....

Know all Men by these present that we <<..... Having our office at <<Address.... (Hereinafter called "the Bank") are bound unto the <<Patna Smart City Limited (Hereinafter called "the PSCL") in the sum of Rs. <<Amount in figures.. (Rupees <<Amount in words. only) for which payment well and truly to be made to the said PSCL, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <<Date...

The conditions of this obligation are:

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- (i) Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures. (Rupees<<Amount in words only)
- (ii) This Bank Guarantee shall be valid up to <<insert date)
- (iii) It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Annexure 2.4: Format for Power of Attorney to Authorize Signatory

POWER OF ATTORNEY

(on stamp paper of Rs 1000/-)

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

We, M/s. _____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for _____ including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with _____ (Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this the __ day of __ 2023 (Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Note:

To be executed by all the members individually.

The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Annexure 2.5 Manufacturers'/Producers' Authorization Form

(This form has to be provided by the OEMs of the VMD manufacturers. This letter should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.)

Date:

To

**MD,
4th Floor, ICCB Building,
SSP campus, Gandhi Maidan,
Patna, 800001**

Subject: Manufacturer's Authorization Form

Ref: RFP No. <<.....>> dated <<>> Dear Sir,

We _____ (Name of the OEM) who are established and reputable manufacturers of (List of Goods) having factories or product development canter at the locations _____ or as per list attached, do hereby authorize. _____ (Name and address of the Bidder) to bid, negotiate and conclude the contract with you against RFP No. _____ Dated _____ for the above goods manufactured or developed by us.

We hereby extend, our warranty for the hardware goods supplied by the bidder and or maintenance or support services for software products against this invitation for bid by

We also confirm that our offered product will not be end of life for minimum of 6 months from the date of bid submission and the support for such offered product/s will be available for minimum of 5 years from the date of award of contract.

Thanking you,

Yours faithfully,

(Signature)

For and on behalf of: _____ (Name of the OEM)

Authorized Signatory

Name:

Designation:

Place:

Date:

Annexure 2.6: Certificate regarding restriction on procurement from a bidder which shares land border with India

(Letterhead of the Employer)

(Date)

To,
The
Managing
Director
Patna
SmartCity
Limited
Patna

Dear Sir,

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

Or

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

Yours faithfully

(Signature, name and title of signatory
authorized to Sign on behalf of Emp

9. Appendix 3

DETAILED TECHNICAL SPECIFICATIONS FOR VMD WORKS

Sl.no.	Details	Unit
1.	5.5mx2.75m Outdoor LED Screen. IP65 water & Dust Proof from front as well as Back side with LED Controller of Same Brand with Video Processor/Media player as required with all Structure (GI) & Enclosure as required at Site, including supporting power supply (UPS) with back of 30 minutes with following technical specifications complete in all respect as per Below Specifications with O&M for 5 years. The system must have integration capability of centralized application from Integrated Command & Control Centre (ICCC) located in Patna.	35
2.	8.53mx4.88m Outdoor LED Screen. IP65 water & Dust Proof from front as well as Back side with LED Controller of Same Brand with Video Processor/Media player as required with all Structure (GI) & Enclosure as required at Site, including supporting power supply (UPS) with back of 30 minutes with following technical specifications complete in all respect as per Below Specifications with O&M for 5 years. The system must have integration capability of centralized application from Integrated Command & Control Center (ICCC) located in Patna.	15

Technical Specifications:

Physical Parameters	Preferred Make	LG / Samsung / Barco / Christie/ Delta/ NEC/3M or equivalent
	Minimum Screen Size	As per above specification of respective design
	Minimum Total Resolution of Screen	Minimum Resolution i.e. 576 x 432 or more
	Design	Latest Specification of product manufactured by the OEM to be quoted
	Pixel pitch	6.67 mm or less as per brand
	Pixel Configuration	SMD 3 in 1 LED Package
	Pixel Density	22500 pixels/m ² or more
	LED Chipset	Nation Star Gold or Cree or Nichia or Equivalent
	Weight per sqm	20kg or less
	Unit Case material	Magnesium or Aluminium
Optical Parameter	Brightness (Minimum Calibrated)	6500 nit or more
	Brightness Uniformity	97% or more

	Contrast Ratio	10000 or more
	Viewing Angle - Horizontal	160° or more
	Viewing Angle - Vertical	130° or more
	Colour Temperature	3,500 ~ 9,000
	Bit Depth	Minimum 14bit or more
	Power Consumption - Max	600 (W/m ²) or less
	Refresh Rate	3,840 Hz or more
Operational Parameter	Working Temperature	-20°C to 55°C
	Working Humidity	10%RH to 99%RH
	IP Rating Front	IP65
	IP Rating Back	IP65
	LED Lifetime	100,000 hours or more
Certifications	Standard Certifications / Test Reports	IP65 Dust & Water Protection Certification / IEC 60529 Test Report/equivalent
		CE LVD/equivalent
		UL/ETL/equivalent
		FCC/equivalent
		EMC/equivalent
		ROHS/equivalent
LED Controller of same Make as LED Screen with Original OEM Software for Configuration	Inputs	HDMI x 1(HDCP 2.2), DP x 1
	LED Controller of Same Make as LED Screen	Yes
	Resolution Supported	3840x2160 @ 60HZ or better
	Output Pixel	8.2 million or more
	Control Ports	RS232C Loop, LAN & 4G/5G SIM
	LAN Output	Minimum 08 or more
	Temperature Sensor	Yes
	Chrome Adjustment	Yes
	Original LED Configuration Software of LED Screen OEM	Yes
	Technical parameters of the LED screen (Pixel Density of Model Point)	P6 or above
	Brightness Adjustment	Yes
	Panel opening/close sensor	Yes
	Scaling	Yes
	HDR 10	Yes
	Inbuilt Digital Signage Media player & Software for designing and playing content on Screen and can be controlled separately	Yes
	Controller Certifications	CB, UL, BIS
	Capability to Divide Screen into Multiple Zones and Play Different Images., Video, URL, HDMI input etc in Zones	Yes
Operating System & inbuilt Memory	Yes	

	Signal Redundancy Support	Yes
	BIS Certification for LED Controller	Yes

Note: - Rate quoted should be inclusive of all types of taxes etc.

बिहार सरकार
पथ निर्माण विभाग

पत्रांक-प्र०-6/नियम-02/2010-8131 (S) (नि०) पटना, दिनांक 24.07.12

प्रेषक,
प्रत्यय अमृत
सचिव,
सेवा में,

प्रधान सचिव/सचिव, बिहार, पटना।
जल संसाधन विभाग, बिहार पटना।
ग्रामीण कार्य विभाग, बिहार पटना।
भवन निर्माण विभाग, बिहार पटना।
लोक स्वास्थ्य अभियंत्रण विभाग, बिहार पटना।
नगर विकास एवं आवास विभाग, बिहार पटना।
योजना एवं विकास विभाग, बिहार पटना।
निगरानी विभाग, बिहार पटना।
लघु जल संसाधन विभाग, बिहार पटना।
ऊर्जा विभाग, बिहार पटना।

विषय: Standard Bidding Document आधारित निविदाओं में Joint Venture के रूप में भाग लेने हेतु Joint Venture की शर्तों के उपबंध के संबंध में।

महाशय,

निदेशानुसार उपर्युक्त विषय पर आपका ध्यान आकृष्ट करते हुए कहना है कि राज्य में लागू Standard Bidding Document के Instruction to Bidders Chapter के कंडिका-4.4 में रुपये 10.00 करोड़ से अधिक प्राक्कलित राशि के निविदाओं में संवेदको द्वारा Joint Venture के रूप में भाग लेने का प्रावधान है। किन्तु Joint Venture के लिए Criteria एवं Guideline का उपबंध नहीं होने के कारण इसके कार्यान्वयन हेतु मार्गदर्शन की अपेक्षा की जाती रही है।

तदनुसार सम्यक् विचारोपरान्त एवं सरकार के अनुमोदनोपरांत Standard Bidding Document में Joint Venture के लिए सामान्य Criteria एवं Guideline तथा Format for joint venture agreement का प्रावधान निम्नवत् किया जाता है:-

Criteria for Joint venture participating in the bids for procurement of civil works.

1. Bids from joint venture are only allowed for the works having estimated cost more than 10.00 cr. Bids submitted by a joint venture (JV) of not more than a total of three firms as partners shall comply with the following requirements:-

1.1 There shall be a Joint Venture Agreement (Refer Annexure-1) specific for the contact package between the constituent firms, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work amongst them. For the purpose of this clause, the most experienced lead partner will be the one defined. A copy of the Joint Venture agreement in accordance with requirements mentioned in Annexure-1 shall be necessarily submitted with the bid.

1.1.1 Alternatively, a letter of intent to execute a JV in the event of successful bid shall be signed by all partners of JV and submitted with the bid together with a copy of

the proposed agreement, Pursuant to the foregoing, the JV shall include among other things, the joint venture's objectives, the proposed management structure, the contribution of each partner to joint venture operation, the commitment of the partners to joint and several liability for due performance, recourse/sanctions within the joint venture in the even of default or withdrawal of any partner and arrangements for providing the required indemnities.

- 1.1.2 The JV so formed shall also have to be registered with the concerned department after issue of LOA but before the agreement.
 - 1.2 The bid, and in the case of the successful bidder, the form of agreement, etc, shall be signed and/or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuring contract in respect of Agreement of Arbitration, etc). On award of work, the Form Agreement and Contract Documents shall be signed by all partners of the Joint Venture of conclude Contract Agreement.
 - 1.3 Lead partner shall be nominated as being partner-in-charge, and this authorization shall be evidenced by submitted a power of attorney signed by the legally authorized signatories of all the partners.
 - 1.4 The partner-in-charge shall be authorized to incur liabilities and to receive instruction for and on behalf of the partners of the Joint Venture, Whether jointly or severally and entire execution of the Contract (including payment) shall be carried out exclusively through the partner-in-charge, A copy of the said authorization shall be finished with the bid.
 - 1.5 All partners of the Joint Venture shall be liable and severally for the execution of contract in accordance with contract terms, and a relevant statement to the effect shall be included in the authorization mentioned under sub clause (1.3) above as well as in the Form of tender and the Form of Agreement (in case of a successful bidder).
 - 1.6 In the event of default, all the partners of the Joint Venture will retain the full and undivided responsibility for the performance of their obligations under the contract and/or for satisfactory completion of the works.
 - 1.7 The bid submitted shall include all the relevant information as required under the provisions of sub-clause 4.5 of ITB and furnished separately for each partner. The requirement of key plants & equipments construction equipments as per Annexure I of SBD testing equipment for establishing field laboratory key personnel to be employed on contract work as per Annexure-II of SBD shall be counted altogether for the partners it shall be less than the requirement.
 - 1.8 The bank guarantee/other suitable instrument in shape of bid security shall be issued in the name of JV and pledged in favor of employer.
- 2. Each partner of the JV must produce:**
- 2.1 The Permanent account number (PAN) of Income Tax
 - 2.2 An affidavit through 1st class Executive Magistrate that the information furnished with the bid documents is correct in all respect, and
 - 2.3 Such other certificates as defined in the Appendix to ITB. Failure to produce the certificates shall make the bid non-responsive.
- 3. Each bidder must demonstrate:-**
- 3.1 Availability for construction work, either owned, or on lease or on hire, of the key equipment stated in the Appendix to ITB including equipments required for establishing

field laboratory to perform mandatory test, and those states in the Appendix to ITB. The requirement of key plants & equipments construction equipments as per Annexure I of SBD testing equipment for establishing field laboratory key personnel to be employed on contract work as per Annexure-II of SBD shall be counted altogether for the partners it shall be less then the requirement.

- 3.2 Availability for construction work of technical personnel as stated in the Appendix to ITB. the requirement of key plants & equipments construction equipments as per Annexure / of SBD testing equipment for establishing field laboratory key personnel to be employed on contract work as per Annexure II of SBD shall be counted altogether for the partners it shall be less than the requirement.
- 3.3 The Joint Venture must satisfy collectively the criteria laid down in para 3.1 & 3.2 above.
- 3.4 Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of not less than the amount specified in the Appendix to ITB.
- 3.5 The bidder must not have in his employment.
 - 3.5.1 The near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons. The bidder must produce an affidavit stating that the near relations of the following departmental officers are not in his employment: JE/AE/EE/SE/CE/E-in-C & Divisional Accountant of any works department of Bihar State.
 - 3.5.2 Without Government permission, any person who retired as gazetted officer within the last two years of the rank and from the departments. The bidder must produce an affidavit stating the names of retired gazetted officer (if any) in his employment who retired within the last two years with the following ranks from the departments listed below:
JE/AE/EE/SE/CE/E-in C & Devisional Accountant of any works department of Bihar State in cases there is no such person in his employment, his affidavit should clearly state this fact.
4. To qualify for a package of contracts made up of this and other contracts for which bids are invited in the Notice Inviting Tender, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contract.
5. if bidder is Joint Venture, the partners would be limited to three (including lead partner). Joint venture firm shall jointly and severally responsible for completion of the project. Joint Venture must fulfil the following minimum qualification requirement.
 - 5.1 The lead partner shall meet not less than 50% (fifty percent) of qualification criteria given in sub-clause 4.2, 4.5A, 4.5B, 4.7 & 4.8 of ITB.
 - 5.2 Each of the remaining partners shall meet not less than 25% (Twenty five percent) of all the qualifying criteria given in sub-clause 4.2, 4.5A, 4.5B, 4.7 & 4.8 of ITB.
 - 5.3 However in case one of the joint ventures partner is proposed to be included primarily to provide financial strength to the joint venture, such joint venture partner shall have to commit to provide liquidity support to the project to the extent of 10% of the value of contract.
 - 5.4 The joint venture must also collectively satisfy the subject of the criteria of clause 4.2, 4.5A, 4.5B, 4.7 & 4.8 of ITB for this purpose the relevant figures for each of the partners shall be 100% or more.

- 5.5 In the event that the Employer has caused to disqualify under clause 4.8 of ITB and the constitutions stated below all of the Joint Venture partners will be disqualified.
- 5.6 Joint Venture applicants shall provide a certified copy of the Joint Venture Agreement in demonstration of the partners undertaking joint and several liabilities for the performance of any contract entered into with the bid.
- 5.7 The available bid capacity of the JV as required under clause 4.7 of ITB below will be applied for each partner to the extent of his proposed participation in the execution of the work. The total bid capacity available shall be more than estimated contract value.

The available bid capacity will be calculated as under

$$\text{Assessed Available Bid capacity} = (A * N * M - B)$$

Where

A= Maximum value of civil engineering works executed in any one year during the last five years (updated to the price level of the last year at the rate of 8 percent a year) taking into account the completed as well as works in progress.

N= Number of years prescribed for completion of the works for which bids are invited.

M= 3

B= Value, at the current price level, of existing commitments and on-going works to be completed during the period of completion of the works for which bids are invited.

Note:— The statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in Charge, not below the rank of an Executive Engineer or equivalent.

6. Sub-Contractor's (duly authorized) experience and resources shall be taken into account in determining the bidder's compliance with the qualifying criteria. The sub contractor's role may be verified by the employer.
7. Qualification of a Joint Venture does not necessarily qualify any of its partners individually or as a partner to any other joint venture. In case of dissolution of a joint venture, each one of the constituent firms may qualify if they meet all the qualification requirements subject to the written approval of the Employer.
8. The rescinding of contract of joint venture on account of reasons other than non-performance, such as most experienced partner of joint venture pulling out, court direction leading to breaking up of a joint venture before the start of work, which are not attributable to the poor performance of the contractor will, however, not affect the qualification of the individual partners.

विश्वासभाजन,

ह०/-

(प्रत्यय अमृत)

सचिव।

ज्ञापांक-प्र०-6/नियम-02/2010-8131 (S) (नि०)

/ पटना दिनांक 24.7.12

प्रतिलिपि:- सभी अभियंता प्रमुख, सभी कार्य विभाग/सभी मुख्य अभियंता सभी कार्य विभाग/सभी अधीक्षण अभियंता, सभी कार्य विभाग एवं सभी कार्यपालक अभियंता, सभी कार्य विभाग, को सूचनार्थ एवं आवश्यक कार्रवाई हेतु प्रेषित।

ह०/-

(प्रत्यय अमृत)

सचिव।

Annexure-1

Format for Joint Venture Agreement

If the application is made by a joint venture of two or more firms (limited to three firms), the evidence of clear mandate (i.e., in the form of respective Board Resolution duly authenticated by competent authority) by such two or more firms willing to form Joint Venture among themselves for the specified projects should accompany duly recognizing their respective authorised signatories signing for and on behalf of the respective Firms for the purpose of forming the Joint Venture. A certified copy of power of attorney to the authorized representatives, signed by legally authorized signatories of the all the firms of the joint venture shall accompany the application. The JV agreement shall be signed by the authorized representative of the Joint Venture. The JV Agreement shall need to be submitted consisting but not limited to the following provision:—

- a. Name, style and project (s) specific JV with head Office address,
- b. Extent (or equity) of participation of each party in the JV,
- c. Commitment of each party to furnish the Bond money (i.e., Bid Security performance security and security for Mobilisation Advance in proportion to his participation in the JV.
- d. Responsibility of each partner of JV (in terms of Physical and Financial involvement)
- e. Working capital arrangement of JV
- f. Operation of separate bank account in the name of JV to be operated by at least one foreign partner and one local partner. In case of JV among local partners, all the partners are required to operate,
- g. Provision for cure in case of non-performance of responsibility by any party of the JV,
- h. Provision the NEITHER party of the JV shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in JV to any party including existing partner (s) of the JV The Employer derives right for any consequent action (including blacklisting) against any or all JV partners in case of any breach in this regard.
 - i. Management structure of JV with details.
 - j. Lead partner to be identified who shall be empowered by the JV to incur liabilities on behalf of JV,
 - k. Parties/firms committing themselves to the Employer for jointly and severally responsible for the intended works.
 - l. The power of Attorney shall be duly notarized,
 - m. Any relevant detail.

