



Patna Smart City Limited (PSCL)

NOTICE INVITING TENDER FOR

Construction of 500 pre-fabricated shops at Riverfront Development near Ganga Path, Patna

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

NIT No. – 15/MD/PSCL/2024-25

Date:- 06/02/2025

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

Name of Work	Bid Document (Non-Refundable)	Bid Security (EMD)	Bid Processing Fee
Construction of 500 pre-fabricated shops at Riverfront Development near Ganga Path, Patna	Rs. 11,800/-	25,48,000/-	As per Eproc2 website
2. Date of Downloading of Bid Document	:	From 10.02.2025 to 05.03.2025 up to 1500 hours. Through website : www.eproc2bihar.gov.in	
3. Place & Date of pre-bid meeting	:	Date: 24.02.2025, Time 1300 hours; Patna Smart City Limited, 4th Floor, ICCS -cum- PSCL Building, SSP Office Campus, Gandhi Maidan, Patna-800001	
4. Last date of Receiving Queries (Online)	:	Date: 24.02.2025, Time 1700 hours (through e-mail)	
5. Last Date and time for uploading of bid.	:	Date: 05.03.2025 up to 1500 hours through website - www.eproc2bihar.gov.in	
6. Last Date and time for submission of hard copy of bid	:	Date: 05.03.2025, Time 1700 hours	
7. Time & Date of opening technical bids	:	Date: 06.03.2025, Time 1700 hours	
8. Time & date of opening financial bids	:	To be communicated later on	
9. Place of opening of Bid	:	Through website : www.eproc2bihar.gov.in	
10. Periods of bids validity	:	120 Days.	
11. Officer inviting bids	:	Managing Director, PSCL, Patna.	
12. For participation in E-tendering proc. the contractor shall have to get themselves registered to get User ID, Password & digital signature. This will enable accessing the website www.eproc2bihar.gov.in & download/participate in E-tender.			
13. The tender documents can be obtained through our website www.eproc2bihar.gov.in & http://www.smartpatna.co.in .			
14. (i) Bid processing fees to be paid through online mode i.e. Internet payment gateway (Credit/Debit Card), Net Banking, NEFT/RTGS. . (ii) Bids along with necessary online payments must be submitted through e-procurement portal www.eproc2bihar.gov.in before the date & time specified in the NIT. (iii) The department does not take any responsibility for the delay/Non availability of internet connection, Network Traffic/Holidays or any other reasons"			
15. Bid document cost should be paid as per www.eproc2bihar.gov.in			
16. Earnest Money should be online through eproc2 as per time specified on eproc2 OR in the form of Bank Guarantee of any scheduled banks payable in favour of Managing Director, Patna Smart City Ltd, failing which the tender will be rejected. The Estimated Cost may increase or decrease. All the information/corrigendum /addendum related to the project shall be published on the website www.eproc2bihar.gov.in & http://www.smartpatna.co.in .			
17. The authority shall have the right to reject the bid without assigning any reason what so ever. For any information department Contact No. 0612-2219180 may be used.			
18. Estimate amount may vary. So EMD will be deposited as per technical Sheet uploaded on the website www.eproc2bihar.gov.in			
19. For queries & Clarifications, if any, send e-mail to patnasmartcity.pscl@gmail.com .			
ज्ञापक:- 67 /पटना स्मार्ट सिटी लिमिटेड, पटना, दिनांक- 06/02/2025 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

Patna Smart City



REQUEST FOR PROPOSAL

FOR

Construction of Prefab Shops of Different Sizes for River front Development Project at Gangapath Under Patna Smart City Mission

NIT No:15 /MD/PSCL/2025

Date: 10- 02 -2025

PATNA SMART CITY LIMITED
ADDRESS: 4th Floor, ICCB Building,
SSP Campus, Gandhi Maidan, Patna

DISCLAIMER:

Though adequate care has been taken while preparing the RFP document, the Bidders/Applicants shall satisfy them that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within fifteen (15) days from the date of notification of RFP /Issue of the RFP documents, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.

PSCL reserves the right to modify, amend or supplement this RFP document including all formats and Annexure. Any such change would be communicated to the applicants by posting it on the website www.eproc2.0.bihar.gov.in.

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

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this subject.

The issue of this RFP does not imply that the Authority is bound to select an Applicant for the project and the Authority reserves the right to terminate the process at any time without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the participation in this process regardless of the conduct or outcome of the process.

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

SD/-
Managing Director
Patna Smart City Limited (PSCL)

VOLUME-1

INSTRUCTION TO BIDDERS



Patna Smart City Limited (PSCL)

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13. The tender documents can be obtained through our website www.eproc2bihar.gov.in & http://www.smartpatna.co.in .			
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18. Estimate amount may vary. So EMD will be deposited as per technical Sheet uploaded on the website www.eproc2bihar.gov.in			
19. For queries & Clarifications, if any, send e-mail to patnasmartcity.pscl@gmail.com .			
ज्ञापक:- 67 /पटना स्मार्ट सिटी लिमिटेड, पटना, दिनांक- 06/02/2025 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

Instructions for Online Bid Submission

1. The RFP document containing the project profile, invitation for qualification and criteria for evaluation may be obtained from the website: www.eproc2.0.bihar.gov.in (Under Patna Smart City Ltd)
2. For support related to e-tendering process, bidders may contact at following address “e-Procurement HELP DESK, First Floor, Plot No.- M/22, Road No.-25, Sri Krishna Nagar, Bank of India Compound, Patna-800001, Contact No: 0612-2523006; 7542028164”. Vendor may visit www.eproc2.0bihar.gov.in.
3. Detailed N.I.T can be seen of website www.eproc2.0.bihar.gov.in(Under Patna Smart City Ltd)
4. PSCL will not be responsible, in case of any delay, due to any reason whatsoever, in receipt of Bid Documents by the Bidders.
5. 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.
6. 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.eproc.bihar.gov.in and download/participate in e-tender.
7. The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-procurement website 2 <https://www.eproc2.0.bihar.gov.in/BELTRON> and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform
8. PSCL, Patna intends to undertake a competitive bidding process in order to shortlist and qualify suitable Bidders, who shall be eligible for evaluation of their price bids towards selection of the successful bidder in terms of the RFP for award of the project.
9. The detail of the bidding process and summary of the scope of construction works for the project is included in the RFP document.
10. 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.
11. In the unlikely event of the server for www.eproc2.0.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.
12. The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded. If they feel that the complete file is not uploaded then they should click on cancel & update the same before submission. The bidders should satisfy themselves of download ability/ visibility of the scanned & uploaded file by them.

13. 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.
14. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last hour's technical snags.
15. In exceptional circumstances, the competent authority, PSCL may solicit the Bidder's consent to an extension of the period of validity.
16. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances
17. 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.Obihar.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.
18. Corrigendum/ Addendum, if any, will be published on the website itself.
19. Bidder should submit the Tender Fee/ EMD, pre-qualification bid and the Technical Bid in hard copy also as per Clause of this RFP. The Financial bid should be submitted only online. The Financial bid submitted in hard copy shall be treated as non-responsive and eligible for rejection. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
20. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
21. 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.
22. 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.
23. For any queries regarding Tendering process, the bidders may contact at address as provided in the tender document.

1.0 INTRODUCTION

The Ministry of Urban Development (MoUD), Government of India (GoI) has initiated Smart Cities Mission (SCM), under which selected cities will be developed as smart cities with a focus on improving citizen services with ICT intervention. Smart Cities Mission 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 purpose of Smart Cities Mission is to drive economic growth and improve quality of life of people by enabling local area development and harnessing technology especially that leads to Smart outcomes. Area-based development (retrofit and redevelop) will transform existing areas including slums into better planned ones thereby improving livability of the whole City. Application of Smart Solutions will enable cities to use technology, information and data to improve infrastructure and services. Comprehensive development in this way will improve quality of life, create employment and enhance income for all, especially the poor and the disadvantaged, leading to creation of inclusive Cities.

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. The components being undertaken as part of the Area Based Development and Pan City Proposal is as under:

To achieve Patna's vision for a smart city, large numbers of measures are required to be implemented. Considering the priorities echoed by city stakeholders during the consultative process and practical feasibility, the main project umbrella initiatives shortlisted are:

- **'Aadharbhoot'**: Provide the city with citizen oriented Core & Resilient Infrastructure which will be a major backbone of various services like water supply, sewerage network in ABD area ,sanitation etc..
- **'Visankulan & Gatisheel'**: To address the key concern of traffic congestion as emerging from public consultation, promoting mixed land use to decongest the ABD area and also to increase average travel speed and mobility and reduce travel time including increased carriageway and improved parking management.
- **'Jan-Kshetra'**: To create organized public spaces that will improve the livability quotient and quality of life and also to optimally utilize its resources and reduce carbon footprint through various measures, viz., by restoring riparian wetland and infusing native urban forest concept, and promoting bio-diversity, Rooftop farming, Solar rooftop on govt. buildings etc. .
- **'Sampoorna Nagar Vikas '**: By leveraging on its strengths like location, connectivity and "ease of starting-up business," Patna aims at boosting public services and governance with the help of ICT intervention proposed Integrated command and control Centre, Jan Seva Kendra, LED street lighting and Intelligent SWM etc. for PAN city development.
- **'Samagra Vikas'**: Introduction of slum free ABD area through an easily replicable model built around housing for all and land leveraging. It will also focus on improving service delivery and cleaning & maintaining drains that are now in a state of disuse.
- **'Vaisvik'**: Under vaisvik international convention Centre, Urban Incubation Centre proposed to get global identity.

1.1 Scope of Project

The basic objective of this project is the Construction of Prefab Shops of Different Sizes for River Front Development Project at Gangapath Under Patna Smart City Mission. The operation and maintenance of 5 year excluding Defect Liability period of 3 (Three) year after completion of work is included in the scope of work.

The Authority has decided to carry out the process for the selection of an Agency for the Construction of Prefab Shops of Different Sizes for River Front Development Project at Gangapath Under Patna Smart City Mission. The Agency shall perform the activities in accordance with the Scope of Work and technical Specification as laid down.

1.2 Request for Proposals

The Authority invites proposals (the "Proposals") for the selection of Agency (the "Agency") for the Construction of Prefab Shops of Different Sizes for Riverfront Development Project at Gangapath Under Patna Smart City Mission in conformity with the Scope of work and technical Specification laid down in this RFP.

The Authority intends to select the Agency through an open competitive bidding process in accordance with the procedure set out herein. The RFP consists of two volumes as follows: -

a) RFP Volume 1: Instruction to Bidders

Volume 1 details the instructions with respect to the bid process management, technical evaluation process, and the technical & financial forms along with the bid submission guidelines.

b) RFP Volume 2: Scope of work including Drawings & Technical Specifications

Volume 2 of the RFP provides information regarding the Project Implementation Plan, project requirements/allied works to be done and reference drawing and technical specification of the required work to be carried out.

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Details of schedule for the bid.

1.4 Sale of RFP Document

RFP document can be downloaded from the website of www.eproc2.0.bihar.gov.in. However, the bids of only those Applicant shall be considered for evaluation who have made payment of Rs 11,800/- (Rs Eleven thousand eight hundred only) including 18% GST for the RFP document plus online payment of service & gateway charges. Without the copy of acknowledgement of

payment, bids will not be accepted. The RFP Fee of Rs 11,800/- (Rs Eleven thousand eight hundred only) including 18% GST is Non-Refundable and is to be paid through Demand Draft (DD) in favor of "Patna Smart City Ltd" payable at Patna.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the "PDD").

1.6 Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the "Selection Process") for evaluating the Proposals comprising of technical bids and financial bids to be submitted by the Applicant. For avoidance of doubt, the technical proposal shall be submitted in hard copy to the Authority Address and in soft copy online through e-procurement portal and the financial proposal shall be submitted only online through e-Procurement. The selection will be done through LCS (Least Cost Based Selection). In the first stage, a technical evaluation will be carried out as specified in this RFP. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, financial bid of short-listed applicants will be opened and evaluation will be carried out as specified. Proposals will finally be ranked according to their financial scores as lowest price bid will be declared L1 and then L2, L3 subsequently.

1.7 Currency conversion rate and payment

Bidders are required to quote the price in INR only. All payments to the Agency shall be made in INR in accordance with the provisions of this RFP. The Agency may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Agency.

1.8 Schedule of Selection Process

1.9

The Authority would endeavor to adhere to the following schedule:

Sl. #	Activity	Timeline & Address
1	Online Sale/Download date of Tender documents	Refer NIT
2	Pre-bid Meeting date (Only two members per bidder are allowed).	Refer NIT
3.	Last date for submission of Bids (online) and hard copy.	Refer NIT

4.	Opening of Bids	Refer NIT
5.	Date of opening of Commercial bids	To be informed later to technically qualified bidder.

1.10 Pre-Proposal visit to the Site and inspection of data

Prospective Applicants may visit the Site and review the available data at any time prior to PDD. For this purpose, they will provide at least two days’ notice to the nodal officer specified in Clause 1.11.1

1.11 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

- a) **Date and Time:** As mentioned in details of schedule
- b) **Venue:** As mentioned, **4th Floor, Conference Room, ICCC Building, PSCL Office, Patna**

1.12 Official Contact for the proposal

1.12.1 All communications including the submission of Proposal should be addressed to:

Managing Director,
 Patna Smart City Limited
 4th Floor, ICCC, SSP Campus,
 Gandhi Maidan, Patna
 Email: Patnasmartcity.pscl@gmail.com

1.12.2 The Official Website for submission of online Bid is:

<http://www.eproc2.0.bihar.gov.in>

(Under Department name of Patna Smart City Ltd)

1.12.3 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No. (as per brief NIT) for selection of Agency for Construction of Prefab Shops of Different Sizes For River front Development Project at Gangapath Under Patna Smart City Mission

2 INSTRUCTIONS TO APPLICANTS

GENERAL

2.1 Scope of Proposal

- 2.1.1 Detailed description of the objectives, scope of work, Technical Specification, Drawings and other requirements relating to this Work are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the work, it may participate in the Selection Process individually (as the “**Sole Firm**”) . No consortium or JV of firms is allowed in response to this invitation. The term applicant (the “**Applicant**”) means the Sole entity or single Firm bidding for this RFP.
- 2.1.2 Applicants are advised that the selection of Agency shall be on the basis of an evaluation by the Authority through the Selection Process specified in this RFP. Applicants shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority’s decisions are without any right of appeal whatsoever.
- 2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix II. Upon selection, the Applicant shall be required to enter into an agreement with the Authority as specified in this RFP. All the terms and clause of the condition of SBD shall be applicable.

2.2 Conditions of Eligibility of Applicants

- 2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for further evaluation. Work may be distributed among technically qualified bidders on the lowest financial bid obtained through this tender.
- 2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following conditions:

A. Technical Eligibility

- a. The Bidders should have successfully completed within the last **5 (Five) years** ending on proposal submission date as a prime contractor, at least **one** similar works of value 7.74 crores.
- b. The similar work consists of works such as Prefab structure, Prefab Godown, Prefab shops.
- c. Sub-contractors’ experience and resources shall not be taken into account in determining the bidder’s compliance with the qualifying criteria.
- d. The Completion certificate shall be signed by the Engineer in charge, not below the rank of an Executive Engineer or equivalent. For private company the certificate should be obtained from the officers not below the rank of Director/MD. For Captive projects, completion certificate shall be issued by MD/Director of the company.
- e. Documentary evidence for project credential like work order or purchase order or completion certificate or letter of appointment should be submitted. Actual Completion Date

REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR CONSTRUCTION OF PREFAB SHOP, PATNA

and Actual Completion cost as indicated in completion certificate issued by the Authority shall be considered for the evaluation.

- f. SBD clause shall be admissible.

B. Financial Eligibility

- a. Minimum annual turnover of Rs. 7.74 crores in any financial year of last 5 (Five) years Financial Years. (2019-20,2020-21,2021-22, 2022- 23, 2023-24).
- b. The Bidder should be making profit during each of the last 5 (Five) years financial years, ending on March 31, 2024.

2.2.3 The Applicant should submit a Power of Attorney of authorized representative as per the format at given in this RFP.

2.2.4 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not

2.3 Conflict of Interest

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

2.4 Number of Proposals

No Applicant shall submit more than one Proposal for this work.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Site visit and verification of information

The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction Works. The cost of visiting the Site shall be at the Tenderer’s own expense.

2.7 Acknowledgement by Applicant

2.7.1 It shall be deemed that by submitting the Proposal, the Applicant has:

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Authority;
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to all the above given Clauses;
- (d) satisfied itself about all matters, things and information, including matters referred to all the above given Clauses herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) acknowledged that it does not have a Conflict of Interest; and
- (f) agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time (before entering into an agreement) without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the bidder. If such disqualification / rejection occurs after the Proposals have been opened and the L1 ranking Bidder gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

A. Technical Bid Format

a. Technical Bid Format

Section #	Section Heading	Details
1.	Pre-qualification checklist	As per format provided in this RFP
2.	Pre-Qualification Bid Covering Letter	As per format provided in this RFP
3.	About Bidder	As per format provided in this RFP

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4.	Legal	<ol style="list-style-type: none"> 1. Copy of Certification of Incorporation/Registration Certificate 2. PAN Card 3. GST Registration
5.	Annual Turnover	Details of annual turnover with documentary evidence. Audit report, ITR
6.	Net worth	Details of net worth with documentary evidence. CA Certificate.
7.	Certification	Relevant ISO certification
8.	Self-certificate for non- blacklisting clause	As per format provided in this RFP
9.	Power of Attorney	Documentary evidence as per format provided in this RFP
10.	Project Experience	Citation details of projects as per format in this RFP, as applicable.
11.	No Deviation Certificate	As per format provided in this RFP
12.	Total responsibility certificate	As per format in this RFP
13.	About Bidder	<ul style="list-style-type: none"> • Details about bidder (whether sole bidder or consortium) • Bidder's General Information as required in Technical Criteria 3.6.1
14.	Project/credential summary	As per format provided in Section 7.3
15.	Bidder's Experience	Project citation as per format provided in this RFP and supporting documentary evidences and Self-certifications as applicable
16.	Project Plan and Resources	<ul style="list-style-type: none"> • Project plan as per format provided in this RFP • Manpower Plan • Equipment Mobilisation Plan
17.	Manufacturers'/Producers' Authorization Form	For products to be purchased and installed from open market. (Like components of water fountain, Lighting etc.

b. Commercial Bid Format

The Bidder must submit the Commercial Bid in the formats specified in this RFP:-

S. No.	Description of the Item	Total Rate (in figure)	Total Rate (In words)
1.	Construction of 500 No's Prefab Shops of Different Sizes For River front Development Project at Ganga path Under Patna Smart City Mission with Defect Liability Period of 3 (three) years & operation & maintenance of 5 (Five) years excluding DLP period, with detail specification given in this RFP. (Inclusive of all taxes, duties and Levies as applicable)		

Commercial Bid shall be as per the format provided above. 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.

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 providing the product/services.

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 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.

c. Deviations and Exclusions

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

d. Clarifications

Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by e-mail so as to reach before the date mentioned in the Schedule of Selection Process. The subject shall clearly bear the following identification:

"Queries concerning Construction of Prefab Shops of Different Sizes for River front

**REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR CONSTRUCTION OF PREFAB SHOP, PATNA
Development Project at Gangapath Under Patna Smart City Mission.**

(i) The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The Authority will post the reply to all such queries on the Official eprocurement Website (www.eproc.bihar.gov.in).

(ii) The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging the Authority to respond to any question or to provide any clarification and under such conditions the provision under RFP shall prevail.

e. Amendment of RFP

(i) At any time prior to the deadline for submission of Proposal, the Authority may, for any

reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Corrigendum / Amendment and posting it on the Official Website.

(ii) All such amendments/corrigendum/addendums will be posted on the e-procurement Website and will be binding on all Applicants.

(iii) In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

B. PREPARATION AND SUBMISSION OF PROPOSAL

a. 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 accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

b. Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

c. Format and signing of Proposal

(i) The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects. The technical proposals shall be submitted online as well as physically and the financial proposal will only be submitted online.

(ii) The Applicant shall prepare one original set of the Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this RFP).

(iii) In the event of any discrepancy between the online submission and physically submitted version, the online submission shall prevail.

(iv) The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page. In case of printed and published Documents also each pages shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the “Authorized Representative”) holding the Power of

Attorney. A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I shall accompany the Proposal.

- (v) Applicants should note the PDD, as specified, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of PDD as specified in Clause. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

d. Technical Proposal

- (i) Applicants shall submit the digitally signed technical proposal online at www.eproc2.0.bihar.gov.in in the formats at Appendix-I (the "Technical Proposal") and shall also submit the proposal in physical form at the address mentioned in clause 1.11.1 in original on or before the date and time mentioned in this RFP.
- (ii) While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
- (a) The Bid Security is submitted as per the provisions laid down in this RFP.
 - (b) All forms are submitted in the prescribed formats and signed by the prescribed signatories;
 - (c) Power of attorney, if applicable, is executed as per Applicable Laws;
- (iii) Failure to comply with the requirements spelt out in this Clause shall make the Proposal liable to be rejected.
- (iv) The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority hereunder.
- (v) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority

Without the Authority being liable in any manner whatsoever to the Selected Applicant or Agency, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

e. Financial Proposal

- (i) The Financial Proposal shall be submitted online only and digitally signed in the formats at Appendix-II (the "Financial Proposal") clearly indicating the total cost of the Work in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- (ii) While submitting the Financial Proposal, the Applicant shall ensure the following:
- a) The bidder shall fill the total bid price as **Unit Rate Price** (both in figures and words) for all items of works as specified in the Bid document. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting. The Lumpsum price to be quoted by the bidder shall be inclusive of all statutory and applicable taxes. The final quoted bid amount shall also be inclusive of GST.
 - b) The prices tendered shall except in so far as it is otherwise, provided under the contract, include cost of design & engineering, all constructional plant, labour, supervision, materials, erection, maintenance, insurance, taxes and duties & other levies together with all general risks, liabilities and obligations set out or implied in the contract.
 - c) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - d) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under the Financial Proposal.
 - e) Costs shall be expressed in INR only.

f. Submission of Proposal

- (i) The Applicants shall submit the Technical Proposal online as well as in physical form as per date and time mentioned in this RFP. However, the Financial Proposal shall be submitted online only as mentioned. The applicants shall submit the Technical Proposal in hardbound or spiral bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of this RFP. In case the Proposals are submitted online and the Applicants are unable to submit the hard copy on or before the date and time mentioned then the Bids shall be liable for rejection. Only those physically submitted documents regarding Technical Proposals will be acceptable and considered, if same are uploaded in the website along with the Financial Proposal.
- (ii) The Proposal will be sealed in an outer envelope which will bear the address of the Authority, RFP Notice number, name of the work and the name and address of the Applicant. It shall bear on top, the following:

“Do not open, except in presence of the Authorized Person of the Authority”

If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and consequent losses, if any, suffered by the Applicant.

(iii) **Hard Copy Submission:** The original copy of the ‘Technical Proposal’ shall be placed in a sealed envelope clearly marked ‘Technical Proposal’. The envelope marked ‘Technical Proposal’ shall contain the Application in the prescribed format of Appendix-I and supporting documents along with Bid Security as mentioned in this RFP.

Online Submission: Digitally Signed scanned copy of “Technical Proposal” shall be uploaded in the prescribed format along with Forms of Appendix-I and supporting documents along with Bid Security. Similarly, the original ‘Financial Proposal’ shall be placed in a digitally sealed envelope clearly marked ‘Financial Proposal’ and shall contain the financial proposal in the prescribed formats.

(iv) The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons or Authorized Signatory signing the Proposal.

(v) The completed Proposal must be submitted online on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. Technical Proposal shall be submitted in Physical form in original and the scanned copy in PDF shall be uploaded on the **Error! Hyperlink reference not valid.** digitally signed. The financial Proposal shall be submitted online only and shall be signed digitally.

(vi) The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

(vii) The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Agency under the Agreement.

g. Proposal Due Date

- i. Proposal should be submitted on or before the Proposal Due Date specified in bid schedule at the address provided in Clause 1.11.1 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- ii. The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause mentioned above uniformly for all Applicants.

h. Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

i. Bid Security

- (i) The Applicant shall furnish as part of its Proposal, a bid security of 2% of the Bid Value (Refundable) payable in the form of Bank Guarantee (BG) in the name of Patna Smart City limited valid till bid validity period. The copy of the proof of submission of bid security online to be submitted in technical proposal.
- (ii) In the event that the first ranked Applicant commences the assignment as required the Authority shall returned the Bid Security of all other applicant promptly. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and submitting Performance Bank Guarantee.
- (iii) Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- (iv) The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- (v) The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre- estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
 - (a) If an Applicant engages in any of the Prohibited Practices;
 - (b) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
 - (c) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments after its selection;
 - (d) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in this RFP; or
 - (e) If the Applicant is found to have a Conflict of Interest as specified in Clause given overleaf.

j. Performance Security

- (i) The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:

- a. If an Applicant engages in any of the Prohibited or Corrupt Practices;
- b. if the Applicant is found to have a Conflict of Interest as specified overleaf; and
- c. If the Selected Applicant commits a breach of the Agreement.

(ii) An amount equal to 2% (Two per cent) of the Capex value valid beyond 60 days after the completion of defect liability period and opex value valid beyond 60 days after the completion of Operation and Maintenance period, shall be deemed to be the Performance Security for the purposes of this Clause, which may be forfeited and appropriated in accordance with the provisions hereof. The performance security should remain valid for the entire duration of contract.

C. EVALUATION PROCESS

k. Evaluation of Proposals

- (i) The Authority shall open the Proposals on the PDD. The envelopes marked "Technical Proposal" shall be opened first.
- (ii) Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
 - (a) the Technical Proposal is received in the form specified;
 - (b) it is received by the PDD including any extension thereof;
 - (c) it is signed, sealed, bound together in hard cover or spiral bound and marked as stipulated in this RFP;
 - (d) it is accompanied by the Power of Attorney;
 - (e) it contains all the information (complete in all respects) as requested in the RFP;
 - (f) it does not contain any condition or qualification; and
 - (g) it is not non-responsive in terms hereof.
- (iii) The Authority reserves the right to reject any Proposal, which is non-responsive, and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- (iv) The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified in this RFP and the criteria set out in this RFP.
- (v) The Authority shall prepare a list of qualified Applicants for opening of their Financial Proposals. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The qualified bidders would be selected for basis the Least Cost Method.

(vi) Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the

Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

(vii) Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

l. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

m. Clarifications

- (i) To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- (ii) If an Applicant does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

D. APPOINTMENT OF AGENCY/CONTRACTOR

n. Negotiations

The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Agency under this RFP. Issues such as the proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, methodology and quality of the work plan shall be discussed during negotiations. The negotiations shall conclude with a review of amended draft contract and preparation of minutes of negotiation both of which shall be signed by the authority's' and the applicant's authorized representative. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

o. Indemnity

The Agency shall, subject to the provisions of the Agreement, indemnify the Authority, for any amount exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in work quality by Agency appointed.

p. Award of Work

After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant 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 Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

q. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within 15 working days. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.

r. Commencement of assignment

The Agency shall commence the Services at the Project site within 14 (fourteen) days from the date of execution of Agreement or such other date as may be mutually agreed. If the Agency fails to either sign the Agreement or commence the assignment as specified herein, the Authority may invite the second ranked Applicant (L 2) for negotiations.

In such an event, the Bid Security of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of this RFP.

s. Proprietary data

Subject to the provisions of this RFP, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Agency, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Agency to the Authority in relation to the Work shall be the property of the Authority.

3 CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

- 3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of eligibility criteria, Applicant's experience. - its understanding of scope of work, proposed methodology and Work Plan. Only those Applicants who are successful in this evaluation shall qualify for further consideration and financial opening.
- 3.1.2 The bidders are advised to submit valid work orders/Agreement with client along with proper work completion certificate against experience credentials.

3.2 Evaluation of Financial Proposals

- 3.2.1 All the applicant whose bids qualify the technical stage will be eligible for financial opening stage. The financial proposal will be opened at a predefined time and venue. . The bidder with the lowest price will be ranked as L1, second least bid as L2 and so on so forth.
- 3.2.2 The bidders should clearly mention the total price as per scope of this RFP and should be in words and figures both inclusive of all taxes.
- 3.2.3 In case of discrepancies in word and figure amount, the amount written in word shall be considered final.

4 FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants 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, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant 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, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, Authority in such case can at their discretion terminate the contract of such Applicant or Agency, and without prejudice to its any other rights or remedies, forfeit and appropriate

the Bid Security or Performance Security, as the case may be.

4.3 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 the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA 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 the Authority, 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 LOA or the Agreement, who at any time has been or is a legal, financial or technical Agency/ adviser of the Authority 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 the Authority 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 Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5 PRE-PROPOSAL/PRE-BID CONFERENCE

- 5.1 Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. The queries shall be submitted to the Authority via email on the email address as specified in this RFP and within the stipulated time. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- 5.2 During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions as per the queries submitted for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further

information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6 MISCELLANEOUS

6.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Applicant in order to receive clarification or further information;

(c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or

(d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

6.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and indemnifies the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

6.4 All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

6.5 The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

CONDITIONS OF CONTRACT

A. GENERAL

1. Definitions

Terms, which are defined in the section and not defined in the Conditions of Contract shall keep their defined meanings. Capital initials are used to identify defined terms.

- a) Bill of Quantities means the priced and completed Bill of Quantities;
- b) The Completion Date is the date of completion of the Works as certified by the Authority in accordance with clause RFP which is 4 (Four) months;
- c) The Contract is the contract between the Authority and the Contractor to execute, complete and maintain the Works.
- d) The Contract Data defines the documents and other information, which comprise the Contract;
- e) The Contractor is a person or corporate body, whose Bid to carry out the Works has been accepted by the Authority;
- f) The Contractor's Bid is the complete Bidding document submitted by the Contractor to the Authority and includes Technical and Financial proposals;
- g) The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract;
- h) Days are calendar days; months are calendar months;
- i) A Defect is any part of the Works not completed in accordance with the Contract;
- j) The Defects Liability Period is the period named in the Contract Data and calculated from the Completion Date. Defect liability here is for 3 (Three) year.
- k) The Authority is the Patna Smart City Limited (PSCL) who will employ the Contractor to carry out the Works;
- l) The Engineer is the person competent person appointed by Authority (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor's work, administering the Contract etc.
- m) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works;
- n) Contract Price is the Contract Price listed in the Authority's Letter of Acceptance;

- o) Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Authority by issuing an extension of time;
- p) Materials are all supplies, including consumables, used by the contractor for incorporation in the Works;
- q) Plant is any integral part of the Works, which is to have a mechanical, electrical, electronic or chemical or biological function;
- r) The Site is the area defined as such in the Contract Data;
- s) Site Investigation Reports are those, which were included in the Bidding documents and are factual interpretative reports about the surface and sub-surface conditions at the site;
- t) Specification means the Specification of the works included in the Contract and any modification or addition made or approved by the Authority;
- u) The Start Date/ Date of Commencement is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates;
- v) Temporary Works are works designed, constructed, installed, and removed by the Contractor, which are needed for construction or installation of the Works;
- w) A Variation or Change in Scope is an instruction given by the Authority, which varies and change the scope of Works;
- x) Works are what the Contract requires the Contractor to construct, install, and turn over to the Authority, as defined in the Contract Data;
- y) Year may be understood as financial year;
- z) Authority shall mean Patna Smart city Limited (PSCL).

2. Interpretation

2.1. In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their general meaning under the language of the Contract unless specifically defined. The Authority will provide instructions clarifying queries about the Conditions of Contract.

2.2. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

- a) Agreement
- b) Letter of Acceptance, notice to proceed with the works
- c) Contractor's Bid
- d) Contract Data
- e) Conditions of Contract including Special Conditions of Contract
- f) Specifications
- g) Drawings
- h) Bill of quantities and
- i) Any other document listed in the Contract Data as forming part of the Contract

3. Languages and Law

The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Monitoring and Evaluation:

Except where otherwise specifically stated, the Authority can appoint an agency to monitor contractual matters between the Authority and the Contractor in the role representing the Authority as per the provision of the contract.

5. Delegation:

The Authority may delegate any of its duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications:

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Sub-contracting:

The Contractor cannot sub-contract any portion of work except the work like cleaning, washing or any manual work which does not require any technical intervention.e.t.c. .Any subcontracting will require the prior Approval of Authority.

8. Other Contractors:

The Contractor shall Co-operate and share the Site with other contractors, public authorities, utilities, if required. The Contractor shall intimate the authority in writing and seek approval for the same

9. Personnel:

The Contractor shall appoint personnel with the highest standard of professionalism and ethics for smooth execution of work. If the Authority asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Authority's and Contractor's Risks:

The Authority carries the risks which this Contract states are Authority's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Authority's Risks:

The Authority is responsible for the excepted risks which are in so far as they directly affect the execution of the Works in India, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive.

12. Contractor's Risks:

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks as mentioned above under previous clause are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall provide, in the joint names of the Authority and the Contractor, insurance cover *for the period as stated below against the events and* in the amounts and deductibles stated in the Contract Data for the following events which are due to the Contractor's risks:

A) From the starting date to the end of defect liability period:

Loss of or damage to the works

B) From the start date till completion of the work as per agreement:

- a) Loss of or damage to plant, materials and equipment,
- b) Loss of or damage of property (except the works, plant, materials and equipment) in connection with the contract, and
- c) Personal injury or death.

13.2 If all the items as listed at Cl.13.1(B) can be combined / grouped under one insurance cover like Contractor's, All Risks (CAR) Policy, then the same is acceptable.

13.3 Prior to seven days before the start date, the Contractor shall furnish to the Authority notarized true copies of the certificates of insurance, copies of insurance policies and premium payment receipts in respect of such insurance for the Authority's approval. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.4 If the contractor does not provide any of the policies and certificates required, the Authority may affect the insurance which the contractor should have provided and recover the premiums the Authority has paid from payments otherwise due to the contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.5 Alterations to the terms of insurance shall not be made without the approval of the Authority.

13.6 Both parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

The Contractor, in preparing the Bid, may rely on any site Investigation Reports referred to in the Contract Data, which are indicative and not exhaustive. The Authority shall provide all available details to the Contractor (Bidder) for his information, if requested by him at least one week prior to the bid submission date. The bidder shall be responsible for interpreting all such data. After award of work, the Contractor shall carryout detail survey and investigation for preparation of detail designs as per the scope of work and time period stipulated in this RFP. Detail designs must be vetted from any government institution approved structural engineer.

To the extent which was practicable (taking account of cost and time), the Contractor (Bidder) shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor (Bidder) shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

- (a) the form and nature of the Site, including sub-surface conditions,
- (b) the climatic conditions,
- (c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
- (d) the Laws, procedures and labour practices of the Country, and
- (e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.
- (f) availability of required materials

15. Queries about the Contract Data:

The Authority will clarify queries on the Contract Data if any during the Pre-bid meeting.

16. Contractor to Construct the Works:

The Contractor shall construct and install the Works in accordance with the approved specification and drawings. All designs, drawings and specifications to be furnished by the contractor shall be approved by the Authority before execution.

17. The Works to be completed by the Intended Completion Date:

The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Authority, and complete them by the Intended Completion Date.

18. Approval by the Authority:

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Authority, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.

18.3 The Authority's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 The Contractor shall obtain approval to the design, drawings and specifications of all components of the redevelopment work, except those for the temporary works, from any technical body if so desired by authority.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Authority before their use.

19. Safety:

The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries:

Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Authority. The Contractor is to notify the Authority of such discoveries and carry out the Engineer's instructions for dealing with them.

21. Possession of the Site:

The Authority shall give possession of whole or parts of the Site to the Contractor in such times as indicated by the Contractor in the Programme submitted in accordance with clause 27.1 and subsequently agreed by the Authority.

22. Access to the Site:

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

23. Instructions:

23.1 The Contractor shall carry out all instructions of the Authority pertaining to works, which comply with the applicable laws where the Site is located.

23.2 The Contractor shall permit the Authority to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Authority, if so required by the Authority.

24. Disputes:

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

25. Procedure for Settlement of Disputes:

In case of any Dispute or difference arising between the Authority & the contractor relating to any matter arising out of or connected with this agreement, such disputes or differences shall be settled in accordance with the Arbitration and Conciliation Act 1996.

26. The procedure for arbitration will be as follows:

26.1 In case of Dispute or difference arising between the Authority and contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed and the Arbitral Tribunal consisting of 3 arbitrators one each to be appointed by the Authority and the Contractor and the third Arbitrator to be chosen by the two Arbitrators so appointed by the Parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Government.

26.2 The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Authority and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act as Presiding Arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Government.

26.3 If one of the parties fails to appoint its arbitrator in pursuance of sub clause (26.1) and (26.2) above within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Authority shall appoint the arbitrator. A certified copy of the order of the Government making such an appointment shall be furnished to each of the parties.

26.4 Arbitration proceedings shall be held in Patna, and the language of the arbitrator proceedings and that of all documents and communications between the parties shall be English.

26.5 The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

26.6 Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the owners shall not be withheld, unless they are the subject matter of the arbitration proceedings

B. TIME CONTROL

27. Programme:

27.1 Within 14 days of issue of letter of award, the successful bidder shall submit to the Authority detail work programme for approval showing the general methods, arrangements, order and timing for all the activities in the Works, the sequence and timing in which Access to and Possession of Site (in whole or part) is required. The agreed work programme / milestones during such contract negotiation shall form part of the agreement.

27.2 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

28. Extension of the Intended Completion Date:

28.1 The Authority shall extend the Intended Completion Date if an unlikely event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost.

28.2. The Authority shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Authority for a decision upon the effect of a Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to co-operate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

28.3. The Authority shall within 21 days of receiving full justification from the contractor for extension of Intended Completion Date communicate to the contractor the Authority's decision.

29. Delays Ordered by the Authority:

The Authority may instruct the Contractor to delay the start or progress of any activity within the Works.

30. Meetings:

30.1 Meeting if required will be held between Authority or its representatives and the contractor to review the on-going work and plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

The contractor shall record the minutes of meetings and is to provide copies of his record to those attending the meeting and to the Authority. The responsibility of the parties for actions to be taken is to be decided by the Authority either at the meeting or after the meeting and stated in writing to all who attended the meeting.

31. Early Warning:

31.1 The Contractor is to warn the Authority at the earliest opportunity of specific likely

future events or circumstances that may adversely affect the work resulting delay in the execution. The Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Completion Date.

31.2 The Contractor shall co-operate with the Authority in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. QUALITY CONTROL

32. Identifying Defects:

The Authority or any representative appointed by Authority shall check the Contractor's work regularly and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Authority may instruct the Contractor to search for defects and to uncover and test any work that the Authority considers may have a Defect. The defects so found shall be suitably rectified by the contractor within a reasonable time as decided by Authority.

33. Tests:

If the Authority instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the expenses for the test shall be compensated by Authority. But such events during defect liability period will be the total responsibility of contractor and he will bear all expenses of such tests.

34. Correction of Defects:

34.1 The Authority shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data which is one year after completion of total works. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Authority's notice.

35. Uncorrected Defects:

If the Contractor has not corrected a Defect within the time specified in the Authority's notice, the Authority will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. COST CONTROL

Changes in the Quantities: (OPTIONAL)

37. Change of Scope (Variations) and Procedure for change of Scope:

37.1. The Authority may, require the Contractor to make modifications/alterations to the construction works before the issue of the completion certificate either by giving an instruction or by requesting the contractor to submit a proposal for change of scope involving additional cost or reduction in cost. Any such change of scope shall be made and valued in accordance with the provisions of this contract and the contractor, in that event, will have no further claim on the ground that had it been known / disclosed earlier he would have made such charges in other connected work in their design, construction which would have saved him some cost and given him other consequential benefits.

37.2 Change in scope may include;

- (a) change in specifications of any item of works
- (b) omission/ deletion of any item of work from the scope of work
- (c) any additional work (such as addition of extra plinth area) which are not included in the scope of work including any additional test on completion.

37.3 In the event of the Authority determining that a change of scope is necessary, it shall issue notice to the contractor a notice specifying in reasonable detail the works contemplated there under ("Change in scope notice")

37.4 Upon receipt of change in scope notice, the contractor shall with due diligence, provide to the Authority within seven days' time such information as is necessary together with documentation in support of;

- (a) the impact, of any, which the change in scope is likely to have on the completion of the work
- (b) the options for implementing the proposed change of scope and the effect, if any, each on the cost and time thereof including the following details;
 - (i) break down of quantities, unit rates and cost for different items of work
 - (ii) proposed design for the change of scope
 - (iii) proposed modifications, if any, to the construction period with updated work programmes (all Variations shall be included in updated Programmed produced by the Contractor).

37.5 The contractor's quotation for change of scope should be based on the detail design and rates for various item of works as derived on the basis of his original bid price (in case of repetition of similar item as per original contract) or prevailing market rates.

38. Payments for Change of Scope (Variations):

38.1 The Authority shall assess the change in scope proposal and Contractor's quotation and upon reaching an agreement; the Authority shall issue the Change Scope Order requiring the contractor to proceed with the performance thereof.

38.2 If the Contractor's quotation is unreasonable, the Authority may order the Variation and

make a change to the Contract Price which shall be based on Authority's own forecast of the effects of the variation on the Contractor's cost.

38.3 The Contractor shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

39. Terms of Payment:

39.1 For payment purpose, the total contract price will be considered in two parts i.e Capex (90% of the total contract price) and Opex (10% of the total contract price). During construction period the Contractor shall submit to the Authority a monthly invoice along with statements of the value of the work completed in that period.

39.2 The Authority shall check the Contractor's statement within 14 days and certify the amount to be paid to the Contractor as per contract payment schedule after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 47.3 of the Contract Data (Secured Advance/Mobilization Advance).

39.3 The value of work executed shall be determined by the Authority.

39.4 The value of work executed shall comprise the value of the quantities of the items as per the work programme attached to the contract.

39.5 The value of work executed shall include the valuation of work executed and Change in Scope (Variation), if any.

39.6 The Authority may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

39.7 The Opex payment will be made quarterly in uniform manner for a period of 5 (Five) Year of Operation & Maintenance. The contractor will raise an invoice every quarter along with a progress report which will include all the activities performed during that period. Factory visit for the material is must on the behalf of the Contractor cost.

39.8 The Authority will assess, validate and approve the report submitted by the contractor before making the OPEX payments.

39.9 – Fabrication & fit up at site after inspection & clearance- 30%.

39.10-Electrical & Pluming Installation at site after inspection & clearance- 30%

39.11- Commissioning/Trial run after inspection & clearance-25%

39.12- Operation and Maintenance – 15%

39.13– After completion of 3 (Three) years DLP Period, OPEX to be paid quarterly in a uniform manner for a period of 5 (Five) year.

39.14 Breakup of payment in operation & maintenance period-

Operation & maintenance for (O&M) for 1 st Year-	2%
Operation & maintenance for (O&M) for 2nd Year-	2.5%
Operation & maintenance for (O&M) for 3rd Year-	3%
Operation & maintenance for (O&M) for 4th Year-	3.5%
Operation & maintenance for (O&M) for 5th Year-	4%

40. Adjustments:

Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Authority shall pay the

Contractor the amounts as per the payment schedule attached to the contract.

41. Tax:

The rates quoted by the Contractor shall be deemed to be inclusive of the Royalty, Income Tax, Labour CESS and all other statutory taxes that the Contractor will have to pay for the performance of this Contract. The Authority will perform such duties in regard to the deduction of such taxes at source as per applicable law. The Contractor shall be ready with the compliance of the requirements of Goods & Service Tax (GST) as applicable.

42. Currencies:

All payments shall be made-in Indian Rupees.

43. Period of Completion:

43.1 The Physical Works shall be completed in its entirety within **3 (Three) Months** from the Start Date, which shall be the date of issue of the Notice to proceed or such other Start Date as decided by Authority after signing of contract Agreement or as may be specified in the Notice to proceed. The Defect Liability Period for the project is three year.

43.2 On completion of the whole of the works the total Capex amount will be paid to the contractor and Performance bank guarantee of 10% of Capex amount will be returned to contractor when the Defects Liability Period has passed certified that all defects notified by the Authority to the contractor before the end of the period have been corrected.

44. Liquidated Damages:

44.1 The Contractor shall pay liquidated damages to the Authority at the rate of 0.1% of Contract value per week stated in the Contract Data for each week that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed 10% of the total contract amount upon which the Authority can decide upon terminating the Contract. The Authority may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not relieve the Contractor from his / her / their obligation to complete the works or from any other duties, obligations or responsibilities which he / she / they may have under the contract.

44.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Authority shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

45. Mobilization Advance:

45.1 The Authority shall make Mobilization Advance payment to the Contractor for mobilization and cash flow support. The Mobilization Advance will be maximum 10% of the contract value, only against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a Nationalized or Scheduled commercial Bank acceptable to the Authority for an amount 110% of Mobilization Advance request made by the contractor.

45.2 The mobilization Advance granted by Authority will be given to the contractor with interest as per norms .

45.3 The Advance Payment shall not be released until the design is finalized and establishment of camp at work site including the mobilization of minimum manpower and all plant & machinery as required at the start of the project is completed.

45.4 The contractor shall ensure that the Bank Guarantee remains enforceable until the advance payment has been fully repaid and accordingly renew it, from time to time, until the advance payment has been fully repaid.

45.5 If the terms of guarantee specify its expiry date, and the advance payment has not been re-paid by the date then 28 days prior to the expiry date, the contractor shall extend the validity of the guarantee until the advance payment has been fully repaid.

45.6 The advance payment shall be repaid through percentage deductions from the interim payments as follows: -

- a) Deductions shall commence from the 1st interim payment.
- b) Deductions shall be made in proportions of the advance payment until such time as the advance payment has been repaid: provided that the advance payment shall be completely repaid prior to the time when 70 percent of the accepted contract amount has been repaid. If the advance payment has not been repaid prior to the issue of the Taking over Certificate for the work or prior to termination under Clause 54 of (termination by Authority), the balance advance is payable by the contractor to the Authority.

46. Performance Security:

The Performance Security shall be provided to the Authority no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a

bank Guarantee acceptable to the Authority, and denominated in Indian Rupees. The first Performance Security shall be valid up to the end of defect liability period and there upon up to the end of O&M period.

47. Cost of Repairs:

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions including the situation as stipulated at Cl. 12.

E. FINISHING THE CONTRACT

48. Completion and Maintenance:

48.1. Time is the essence of the contract hence the agency needs to complete all work within 3 Months (three Months) after successfully signing of contract agreement with PSCL. The Contractor shall request the Authority to issue a Certificate of Completion of the Works and the Authority will do so upon deciding that the Work is completed. The selected bidder shall maintain the project for a period of 5 (five) year including defect liability period of 3 (three) year from the date of receipt of construction completion certificate from the Authority. The Authority shall pay the selected contractor 10% of the contract price towards Operation and maintenance of the project for total maintenance period of 5 year excluding Defect Liability period of three years, as per the approved maintenance plan.

48.2. When the whole of the work has been completed and has satisfactorily passed any final test that may be prescribed by the Contract, the contractor may give a notice to that effect to the Authority accompanied by an undertaking to carry out any rectification work during the defect liability period (i.e. 36 months from the actual date of completion of work in all respects), such notice and undertaking shall be in writing and shall be deemed to be request by the contractor for the Authority to issue a Certificate of completion in respect of the Works. The Authority shall, within twenty-one days of the date of delivery of such notice either issue to the contractor, a certificate of completion stating the date on which, in his opinion, the works were completed in accordance with the Contract or give instructions in writing to the contractor specifying all the works which, in the Authority's opinion, required to be done by the contractor before the issue of such Certificate. The Authority shall also notify the contractor of any defects in the works affecting completion that may appear after such instructions and before completion of the works specified there in. The contractor shall be entitled to receive such Certificate of the Completion within twenty-one days of completion to the satisfaction of the Authority of the works so specified and making good of any defects so notified.

49. Taking Over:

The Authority shall take over the Site and the Works within seven days of the issuing a certificate of Completion.

50. Final Account:

The Contractor shall supply to the Authority a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Authority shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Authority shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Authority shall decide on the amount payable to the Contractor and issue a payment certificate, within 30 days of receiving the Contractor's revised account.

51. Operating and Maintenance Manuals:

If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

or

If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract Data, or they do not receive the Authority's approval, the Authority shall withhold the amount stated in the Contract Data from payments due to the Contractor.

52. Termination:

52.1 The Authority may terminate the Contract if the other party causes a fundamental breach of the Contract.

52.2 Fundamental breaches of Contract include, but shall not be limited to the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Programme and the stoppage has not been authorized by the Authority;
- (b) the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the Authority gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (a) the Contractor does not maintain a security which is required;
- (d) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages reaches 10% as defined earlier in liquidated damages; and
- (e) if the Contractor, in the judgment of the Authority has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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

competitive levels and to deprive the Borrower of the benefits of free and open competition."

52.3 When either party to the Contract gives notice of a breach of contract for a cause other than those listed under Sub Clause 52.2 above, the Authority shall decide whether the breach is fundamental or not.

52.4 Notwithstanding the above, the Authority may terminate the Contract for convenience.

52.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site, as soon as reasonably possible.

53. Payment upon Termination:

53.1 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.

53.2 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.

54. Property:

All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Authority, if the Contract is terminated because of a Contractor's default.

55. Release from Performance:

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Authority or the Contractor, the Authority shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

56. Approval of Architectural Plans/Structural Drawing & Design.

56.1 All architectural plans with structural drawings & design shall be approved, being vetted by government institution authorities within stipulated time & period.

56.2 Compliance with environmental and energy efficiency norms are in the scope of the

bidder.

57. Correction of Defects noticed during the Defect Liability Period

57.1 The defect liability period of work in the contract shall be the Contract Data

57.2 The Contractor shall promptly rectify all defects pointed out by the Authority well before the end of the Defect Liability Period. The Defect Liability Period shall automatically stand extended until the defect is rectified.

57.3 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period to the satisfaction of the Authority, within the time specified by the Authority, the Authority will assess the cost of having the Defect corrected, and the cost of correction of the Defect shall be recovered from the Performance Security or any amount due or that may become due to the contractor and other available securities.

57.4 The contractor shall bear the cost of all spares, repairs etc. during Defect Liability Period. Not only this, in case if any machinery is irreparable the contractor shall replace the same during Defect Liability Period at his own cost.

57.5 If any manufacturing defects / Poor workmanship are found during the Defect Liability Period (DLP), then the contractor shall be liable for repair/ replacement of the same at his own cost.

58. Defect Liability Conditions

The initial period of 3 (Three) year after physical completion of work shall be treated as Defect Liability Period (DLP). The contractor shall be responsible for all the defects except usual wear and tear of this project for the period of three years from the date of issue of Completion certificate

58.1 During this period, Authority, who decides whether they are defects or whether they are in fact maintenance issues, reports any defects that arise to the contractor, then the contractor shall make them good within a reasonable time.

58.2 All works shall be carried out as per details and specification of the items and as per the codal provisions and guidelines and standard practices to the satisfaction of Authority and finding of any inferior work within defect liability period shall be repaired or compensated by the contractor on his risk and cost.

58.3 Any compensation or litigation due to fire or chemical hazard and any mishappening due to inferior implementation of the project or due to negligence on part of the contractor shall be solely beared by the contractor during the defect liability period.

If any service is found inferior and bidder is not able to rectify or reciprocate to the instruction of the client, client shall be at full liberty to get the work done from outside agency and bidder shall be responsible for all costs and client shall curtail the amount from the contractor's outstanding dues.

58.4 At the end of the defects liability period, the contractor prepares a schedule of defects, listing those defects that have not yet been rectified, and agrees with the contractor the date by which they will be rectified. The contractor must in any event rectify them within a reasonable time.

58.5 When the contractor considers all the items on the schedule of defects have been rectified, they issue a certificate of making good defects. This has the effect of releasing the remainder of any retention and results in the final certificate being issued.

58.6 It is important to note that the defects liability period is not a chance to correct problems apparent at practical completion; it is a period during which the contractor may

be recalled to rectify defects which appear. If there are defects apparent before practical completion, then these should be rectified before a certificate of practical completion is issued

MISCELLANEOUS

The contractor has to make his own arrangement for distribution of water like hosing, pipe laying in the park etc at their own cost. The O & M cost which will be paid to the contractor shall be inclusive of all such costs.

During the Construction and O & M period, If the Bidder or his work people shall break, deface, injure or destroy any part of building in which they may be working or any building road curbs, fences, enclosures, water pipes, cable\, drains, electric or telephone posts or wires, trees, grassland cultivated ground continuous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work while in progress from any cause whatever, or any imperfections become apparent in it within three months(Six month in the case of road works) after a certificate final or otherwise or its completion shall have been given by the Authority as aforesaid the Bidder shall make good the same at his own expense or in default the Authority may cause the same to be made good by other work men and deduct the expense of which certificate of the Authority shall be final) from any sum that may be then or at any time thereafter, may become, due to the Bidder or from his security deposits, or the proceeds of sale thereof or of a sufficient portion thereof.

Special Conditions of Contract

1. LABOUR:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Authority, deliver a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. COMPLIANCE WITH LABOUR REGULATIONS:

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Authority is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Authority shall have the right to deduct any money due to the Contractor including his amount of Performance security. The Authority shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. PROTECTION OF ENVIRONMENT:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Design Obligation of the Contractor

1. The Contractor shall carry out, and be responsible for the design of the Works. Design shall be prepared by the qualified designers (architecture/Structure engineer) who are engineers or other professionals who have

- necessary experience and capability, and same to be vetted by NIT/IIT/ or Approved Structural engineer
- II. The Contractor warrants that he, his designers have the experience and capability necessary for the design. The Contractor undertakes that designer shall be available to attend discussions with the Authority and Other Consultants at all reasonable times, until the expiry of Defects Liability Period.
 - III. If errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the Contractor's design, drawings and other related documents, then the same and the works shall be corrected at the Contractor's cost, notwithstanding any consent or approval given by Authority under the Contract.

5. Power Supply

The contractor shall be provided power supply for the required work.

6. Water Supply

The contractor shall be provided water required for the work.

7. Layout of materials stacks

The contractor shall deposit materials for the purpose of the work on such parts only of the ground as may be approved by the Authority before starting of work. A detailed survey, clearly indicating position and areas where materials shall be stacked and sheds built is to be conducted by the contractor at his own cost and only after obtaining necessary approval of the plan for use of sites by the Authority, the contractor can use the sites accordingly

8.SCOPE OF SERVICES FOR OPERATION AND MAINTENANCE (O&M)

8.1 SCOPE OF SERVICES

The Scope of work/service to be done/provided by the contractor under this bid will be as under. The Contractor shall operate and maintain the Prefab shops and allied services (Under their executed scope of work) for a total operation and maintenance period of 05(five) year excluding 3 (three) years of Defects Liability Period from the date of completion of work. All necessary repairs, maintenance, overhaul, replacements, etc. shall be made during the O&M to maintain. At the end of the O&M period, shall be handed over to the Employer.

The price for the O&M bill shall include the supply of all tools, tackles, maintenance spares, and consumables as required, for the successful operation of the shops. The scope shall include but not be limited to the following items:

- (i) Operation and Maintenance including Civil, Electrical, Plumbing, and all allied works.
- (ii) Repairs; Refurbishments & Replacement required during O&M period for satisfactory maintenance of shops
- (iii) O&M of all functional infrastructure and common areas within the prefab shops.

Frequency of Preventive Maintenance

The preventive maintenance shall be carried out according to the preventive maintenance schedule of the shops. The regular staff may be reinforced with short-term specialists by the Contractor for special maintenance tasks, after duly informing the Authority of the need and the schedule.

Repairs

Repairs shall be made as and when needed very promptly on the spot or at the Contractor's / Manufacturer's workshop. The need for repair on the spot or at the Contractor's workshop has to be defined in co-ordination with the Engineer-In-Charge and according to the status of spare parts availability.

Replacement

Spare parts

The Contractor shall keep a reasonable stock of spare parts so that the down time of equipment can be kept within the limits specified. The contents of the stock and the reorder level of the inventory have to be approved by the Authority.

Transportation

All necessary transportation shall be arranged and made by the Contractor at his own Consumables

Consumables.

The Contractor has to ensure that there is always there is sufficient stock of consumables to handle situation of uncertain breakdown.

Payment for the O & M shall be made upon issue of satisfactory completion certificate for that period by the Authority

8.2 GENERAL OBLIGATION

The Contractor shall operate and maintain the plant under this contract for the period of one year as specified in this contract.

The Contractor will submit a detailed operation and maintenance plan for approval of Authority. All operation and maintenance activities shall be carried out strictly in accordance with the approved plan.

The services shall include but not be limited to the following items:

- a) Training for the O&M staff designated by Employer's requirement.
- b) Generation and maintenance of periodic reports

8.2.1 Manpower

The Contractor shall provide experienced managerial, technical, supervisory, and nontechnical personnel, security personnel and labour necessary to operate and maintain the Shops and allied works properly, safely and efficiently on a continuous 24 hour basis for the full term of the O&M period. While doing so due consideration shall be given to the labour laws in force.

The qualification and capability of Contractor'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 Contractor's staff is considered to be insufficiently skilled or otherwise inappropriate for the assigned task, and Authority informs the Contractor in writing, the Contractor shall replace him with a person of appropriate skills and experience for the task, approved by the Authority, within one month of being so informed.

The Technical Staff should be available at site and take instructions from the Authority or other supervisory staff.

8.2.2 Safety

The Contractor shall be responsible for safety of his staff during O&M of the Plant and shall procure, provide and maintain all safety equipment necessary for satisfactory O&M such as gasmasks, gloves, boots, mats etc.,

1. The Contractor shall utilize safety awareness procedures in every element of operation and maintenance.
2. The Contractor shall emphasize site safety including adoption of
 - (a) Safe working procedures
 - (b) Cleanliness and care of the shops as a whole
 - (c) Accident and hazardous conditions prevention and reporting.

The Contractor shall impart safety training to all members at regular intervals, especially for new comers. The Contractor shall provide Notice boards and display boards at appropriate locations detailing precautions to be taken by O&M personnel to work in conformity to regulations and procedures and by the visitors to the shops.

The Contractor shall notify the Authority representative immediately if any accident occurs whether on-site or off site in which Contractor is directly involved and results in any injury to any person, whether directly concerned with the site or a third party. Such initial notification may be verbal and shall be followed comprehensive report within 24 hours of the accident.

8.2.3 Reporting

The Contractor shall prepare consolidated daily reports on Terrace area operation and maintenance and submit to the Authority. The daily reports are to be submitted within first working hour of the next day. The monthly reports shall be submitted on the first week of the next month and within working hours with monthly record data. Overall reporting formats shall be approved by Authority and may have to be modified from time to time as required and approved by Authority. Contractor may have to prepare and submit additional reports on particular matters and incidents as and when required by the Authority for each significant occurrence.

8.3 MAINTENANCE

8.3.1 Maintenance of Installed Part of prefab Shops.

The Contractor shall ensure the continuity of the prefab shops operation and in case of the breakdown or the deterioration in performance of any equipment at the shops under normal operating conditions of any items of the equipment and component parts thereof shall be minimized. The classes of maintenance provided shall comprise full Operational maintenance and standby Maintenance.

Full operational maintenance comprises the planned and regular maintenance carried out by the Contractor on a day-to-day basis, including cleaning, lubricating, and minor adjustment, together with the preventive and corrective maintenance plan for those items of the prefab shops and equipment within the treatment works which have been commissioned and made operational. Standby maintenance comprises the planned and regular maintenance carried out by the Contractor including cleaning, lubricating, periodic, and minor adjustments of all items of equipment within the treatment works which have been installed but have not yet been made operational.

8.4 Training

The Contractor shall be responsible for instruction and training of all his personnel in all aspects of operation and maintenance till the end of the operation and maintenance period. The Contractor shall also be responsible for training personnel designated by the Employer who will operate the Plant at the expiry of the contract. The Contractor will make available for this purpose competent staff and as well as propose schedule information that may be necessary for effective execution of the training programs.

8.5 Operation and Maintenance records

The details of complete records shall be prepared and submitted by the O&M Contractor to the Authority for approval prior to completion.

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

The contractor shall be subject to the following penalties for failure to carry out its operations as indicated below during "Performance Based O&M period" 05 (Five) years excluding three (Year) of Defects Liability Period under Normal Operating Conditions.

REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR CONSTRUCTION OF PREFAB SHOP, PATNA

Sl. No.	Basis of Penalty	Benchmark	Penalty Value for each Parameter specified in the bid Document
1	Inadequate Maintenance of Prefab shops and allied services	For each case detected	Rs.1,000/- per case detected
2.	Noncompliance to Occupational Safety, Health & Environment guidelines, Non-Compliance to State & Central Statutes	Up to 2 occurrences / Month	No penalty
>2 & up to 5 Occurrences/Month		Rs.1,000/- per Occurrence	
>5 & up to 10 Occurrences/Month		Rs. 2,500/- per Occurrence	

9 GENERAL INSTRUCTIONS

The following general instructions are not exclusive and the same are issued for general guidance of the bidder and shall in no way constitute any promise or Covenant on part of Patna Smart City Limited but shall be binding obligations for all intents and purposes, the same are included in the Bid

9.1 PLANNING, DESIGNING AND EXECUTION OF THE WORKS

9.1.1 DESIGN OF WORKS

The Contractor shall carry out, and be responsible for the design of the Works, including any site surveys, subsoil investigations as required, materials testing, and all other things necessary for proper planning and design. Within 15 days from Award of work, the Contractor shall start submitting drawings, construction documents, etc., for review and approval by the Authority's Representative. The Contractor will be fully responsible for ensuring that its designs, drawings, and construction documents satisfy all requirements for constructing Works that are complete and fully functional in all respects.

The Contractor shall prepare, and keep up-to-date, a complete set of "as-built" records of the execution of the Works, showing the exact as-built locations, sizes and details of the work as executed. These records shall be kept at the Site and two sets of such records shall be submitted to Authority. In addition, the Contractor shall supply to the Authority as-built drawings of the Works, showing all Works as executed.

PSCL will provide the following Conceptual Drawings & these drawings are enclosed in **SECTION-A** of Volume -2 of the RFP which has to be read in conjunction of this RFP :-

- 1) Location Plan of Construction of Prefab Shops of Different Sizes For River front Development Project at Gangapath Under Patna Smart City Mission
- 2) Conceptual Plan of Project
- 3) Landscape Plan

4) Planting Plan

5) Lighting Plan

6) Existing Site Pictures

TECHNICAL SPECIFICATIONS

PREAMBLE TO TECHNICAL SPECIFICATIONS

1. General

- i. The following Specifications are part of the requirements for the work related to the Permanent and Temporary Works, which are to be provided by the Contractor according to the stipulations of the Contract. Hence, the instructions given herein form an integral part of, and are applicable to, all technical and Contract Documents issued for the Works. Addenda to these Specifications may be issued as required during bidding and construction phases.
- ii. It should be noted that these Technical Specifications are pertaining to the Civil/PEB works envisaged as of now and may need addition in due course of time based on the proposed detailed design / drawings by the Contractor and approved by the Authority. The addition in the specifications for items not envisaged now but required subsequently will be as proposed by the Contractor and approved by the Authority.
- iii. However the Authority's decision in all such matters will be final and binding. Addition of any item not provided for in the Technical specification will in no way whatsoever attract any time extension or extra cost by the Contractor. Approval of Authority of any proposal of the Contractor will in no way absolve the Contractor's sole and exclusive responsibility for safe, efficient, cost-effective and timely completion of all the Civil works of this contract.
- iv. These Specifications shall be read in conjunction with the Conditions of Contract, the Project profile, Owners requirement and Instructions to Bidders/Bidding procedure. The Tender drawings are indicative for the guidance of the bidders who will make their own assessment about the quantum of works as per vetted structural design and approved architectural plan.
- v. It is the intent of these Specifications, together with other relevant documents issued as part of the Tender and Contract Documents or to follow later on, to provide the Contractor with complete and detailed information and subsequent instructions necessary to enable him to submit a well-planned Tender, to carry out the design, where and when required, and to execute properly the work prescribed.
- vi. It is the intent of these Specifications to establish acceptable standards of quality. Minor deviations in details due to manufacturer's standard shop process will be considered for acceptance provided that, in the opinion of the Authority, the proposed substitutions are equal in quality to those specified. All deviations shall be called out in writing, and shall be specifically indicated on the shop drawings.
- vii. All work shall be executed according to the approved Construction Drawings proposed by the Contractor and requirements released for construction, in a professional and diligent manner, and all supplies and work shall comply with the quality requirements defined in the relevant Sections of these Specifications and other Contract Documents. The Contractor shall endeavour to provide all such necessary efforts in order to comply with the intent of these Specifications to the satisfaction of the Authority.

2. Submittals

- i. The detailed design / drawing / investigation etc. related to various works will be done by the Contractor and the same will be submitted to Authority for his approval. Any approval of the Authority will not relieve the contractor of his sole and exclusive responsibility for the correctness and completeness and consequent safety of any structure during and after the construction.
- ii. The Contractor shall provide the Authority with all submittals as requested for in these Specifications and other Contract Documents. The extent and details of any submittal shall be decided by the Authority, whose decision in this matter shall be final and binding.
- iii. At any time the Authority may call either for additional information, completion of the submittals or request the Contractor not to submit some of them.
- iv. The Contractor shall submit these documents to the Authority so that, even if not specifically expressed, reasonable time will be given to the Authority to comment or approve the submittals

3. Standards and Codes

- i. The Contractor shall follow the Indian Codes and specifications for his work.
- ii. All standards and codes employed or referred to shall be the latest current issue in effect at the date 28 days prior to the Tender submission date.
- iii. In case of discrepancies between these Specifications and national or international standards and codes, these Specifications being only indicative in nature shall not govern, unless otherwise established by the Authority in each particular case.

SPECIFICATIONS AND STANDARDS

1. Specifications and Standards

- (i) National Building Code 2016
- (ii) CPWD Specifications 2009 vol. I & II.
- (iii) Relevant IS Codes
- (iv) SP 35 – Plumbing Standard
- (v) WHO standard for water quality
- (vi) TERI GRIHA

2. Applicable Codes and Standards

- (vii) IS 383 Coarse and fine aggregates from natural sources for concrete
- (viii) IS 456 Code of practice for plain and reinforced concrete
- (ix) IS 516 Methods of testing for strength of concrete
- (x) IS 1199 Methods of sampling and analysis of concrete
- (xi) IS 1838 Performed fillers for expansion joints in concrete non-extruding and resilient type
- (xii) IS 1946 Code of practice for use of fixing devices in walls, ceiling and floors of solid Construction
- (xiii) IS 2389 Methods of testing of aggregate for concrete's
- (xiv) IS 2505 Concrete vibrators, immersion type
- (xv) IS 2645 Integral cement water proofing compounds
- (xvi) IS 3414 Code of practice for design and installation of joints in buildings

- (xvii) IS 3558 Code of practice for use for immersion vibrators for consolidating concrete
- (xviii) IS 4082 Recommendation on stacking and storage of construction materials at
- (xix) IS 7861 Code of practice for extreme weather concretizing
- (xx) IS 7861 Recommended practice for hot weather (part I) concretizing
- (xxi) IS 8112 Ordinary Portland Cement grade 43
- (xxii) IS 12269 Ordinary Portland Cement grade 53
- (xxiii) IS 432-1 This code specifies the requirements for mild steel and medium tensile steel bars and hard-drawn steel wire for concrete reinforcement.
- (xxiv) IS 432-2 Requirements for mild steel and medium tensile steel bars and hard-drawn steel wire for concrete reinforcement.
- (xxv) IS 280 requirements for mild steel wire for general engineering purposes.
- (xxvi) IS 800

3. Civil Works specifications:

The materials have been selected strategically with considerations of climate, design requirement and aesthetical value of Patna and surrounding region. The following table will explain the different types of materials used in the proposal. The specifications and approved make shall be as per Bihar SOR 2022.

The list of approved makes/agency of materials will be as per Bihar SOR 2022

The agency will use the mild steel items of Tata, SAIL and Jindal.

Other items brand and make shall be as per approval of competent authority of PSCL

Agency will ensure plumbing connection and disposal to nearest drain through IC chamber with suitable PVC pipe network.

4. Details of Electrical items with specifications:

The scheme covers the complete Electrification of the proposed development. All Electrical work shall be done as per code of practice for Electrical installations and meeting the requirements of Indian Electricity Rules/Act, applicable I.S. Codes /Rules and relevant I.S. Specifications as below.

- a) Indian Electricity act
- b) Indian Electricity Rules
- c) IS:732 Code of practice for Electrical Wiring Installations
- d) IS:4648 Guide for Electrical Layout in residential building
- e) CPWD Specifications for Internal Electrical Installation Works
- f) Special requirements of Bihar State Electricity board

Notwithstanding anything to the contrary contained above, the following Specifications and Standards shall apply to the Project, and for purposes of this Agreement, the aforesaid Specifications and Standards shall be deemed to be amended to the extent set forth below:

List of Technical Specifications

1. Prefab light gauge profiled frame work construction.
2. In built plumbing with internal drain provisions
3. Mild steel (cold rolled) structure specially corrugated exterior cladding (lipped type)
4. Lipped profile internal frame work for interior panelling
5. Mineral wool insulation jacketed type upto 50 mm with 36 kg/m³ density.

6. Aluminium composite panel interior cladding with min 4mm thick panels where aluminium metal thickness is 0.6 mm or above

7. All weather enclosed design to with stand intense heat rain and cold

8. Automotive grade exterior painting using 7 stage painting process for strong adhesion

9. Provision for LED Branding display with high lumen display provisions

10. Pre-built towing arrangement with jack locking provision for theft protection

11. Cross flow ventilation with motorized exhaust min sweep 450 mm.

12. Concealed electrical wiring with suitable electrical protection through MCCB and ELCB

13. Provision for solar energy power with battery bank up to 2 kw

14. Pre-fabricated PORTABLE RETAIL KIOSK

14.1. Nominal Kiosk Size: - 10'X6'X10' LXWXH (Outer Dimensions)

14.2. Nominal Kiosk Size: - 8'X6'X10' LXWXH (Outer Dimensions)

14.3. Nominal Kiosk Size: - 6'X4'X10' LXWXH (Outer Dimensions)

- * Main entry door: - 1 no. (Size 7'X3') hinge type outside opening. Main door must be of MS sheet 1.4mm profiled properly. Door locking must be with heavy duty L-drop (SS304) from outside and tower bolts (SS304) from inside.
- * 1 Side customer interface window on front wall. Opening will be of MS frame flap manually operated through hydraulic arms on both ends of flap.
- * Granite table top 12mm of size 10'X2' fitted over MS frame. Granite edges will be rounded and polished for curved edge.
- * Under table storage rack in 2 layers under the granite top. Racks will be open type.
- * 1 no. chest drawer for storing valuables with locking facility under granite table on one end. Chest drawer will be made of CRC sheet of minimum thickness 1.2mm. Chest drawer will be of size 20"X12"X5" (Outer Dimensions)
- * Overhead storage rack (Single layer) open type. Rack will be made of MS frame of minimum section thickness 2.0mm. Top cladding will be of 3mm thick ACP.
- * 1 no. SS sink (Size 24"X18") fitted as per approved design with necessary plumbing for incoming and drain. (Material SS-304)

Note: - SWL on rooftop 250 Kg per SQM after suitable framing and decking.

Specifications of cabin

1- Base Frame

- * Base frame periphery to be made of specially formed MS HR C profile 90mmX60mm of section thickness above 3.2mm.
- * Horizontal mid-cross member to be made of MS HR C profile 90mmX60mm of section thickness above 3.2mm
- * Horizontal grid members to be made of MS HR profile 60mmX50mm of minimum section thickness 2.6mm.
- * Grid locks with MS HR C profile 45mmX30mm of section thickness minimum 2.6mm.
- * Size of base frame grid will be of size 600mmX600mm c-c.

2- Vertical Post

- * 4 nos. of vertical posts made of MS HR corner profile 72mmX72mm of minimum section thickness 3.2mm.
- * Base plate of size 120mmX120mm with plate thickness 8mm with 4 nos. holes for M10 fasteners.

3- Top Frame.

- * Top frame periphery to be made of MS HR C profile 72mmX45mm of minimum section thickness 2.6mm.
- * Horizontal mid-cross member to be made of MS RHS 72mmX45mm of minimum section thickness 2.6mm.
- * Horizontal grid members to be made of MS C profile 45mmX30mm of minimum section thickness 1.6mm.
- * Grid locks with MS C profile 45mmX30mm of minimum section thickness 1.6mm.
- * Size of top frame grid will be of size 1200mmX1200mm c-c.

4- External Wall

- * External wall will be of specially corrugated MS GP sheet of thickness 1.4 mm properly welded with main frame.
- * Roof will be made of MS GP plain sheet of thickness 1.6mm.
- * Doors and windows will be protected with rain guards of suitable size made of MS sheets of thickness 1.4mm.

NOTE:- MS profiles will be made from MS HR sheets of make Tata/SAIL/JINDAL/JSW.

5- Internal Wall

- * Internal wall will be made of 3mm ACP panels fitted over framework of MS sections of suitable size and shape with self tap screws. (ACP must have aluminium cover of 0.25mm on both sides.
- * There will be insulation of 50mm rock-wool on all 4 walls and roof. Rockwool must be aluminium jacketed from one side.

NOTE:- ACP must be of make Flexion/Alstone/Timex bond

6- Electrical Wiring

- * All electrical wires will be concealed under the internal ACP claddings under 3/4" PVC conduits.
- * Wires will be of suitable strength of make KEI/Finolex or equivalent make. 1.5 sqmm. Cu wires for lights and fans and 2.5 sqmm Cu wires. for power plugs and 4mm for AC (Optional).
- * Electrical accessories like switches/sockets/Model plates will be of Great White/Anchor/Legrand or equivalent make.

7- Surface finish

- * Entire MS structure and wall sheets will be coated with epoxy grey primer of make Berger/Asian Paints or equivalent make.
- * External wall will be coated with 2 coats of epoxy paint of Berger/Asian paints or equivalent make.

8- Flooring

- * 18mm V-Board fitted on base frame with self tapping screws. (Make:- Visaka/Everest/HIL)
- * 2 mm vinyl carpet pasted over V-board for smooth finish flooring. (Make:- Wonderfloor)
- * Floor will be of self draining type with backward slope and 2 nos. drainage holes on rear side. Both drainage holes will be connected with main drain pipe coming out from kitchen sink and wash basin. There will be single drain outlet.

Note:- Maximum dimensional tolerance allowed will be 2% for outer structural dimensions and 1% for inner structural dimensions.

VOLUME -2

The detailed Technical Specification of works to be carried out is given in RFP Volume-2 as SECTION-B.

SCOPE OF WORK

1. Broad Scope of Work

The broad scope of work for **Construction of 500 No's Prefab Shops of Different Sizes For River front Development Project at Ganga path Under Patna Smart City Mission.** with a Defect Liability Period of three Year. Implementation shall include execution of all Civil/PEB, Architectural, structural design (including), Electrical works and Plumbing (MEP) works as per the Quotations received & Schedule of Rates (S.O.R), Specifications, Engineering Standards & all relevant codal provisions and construction Drawings.

Contractor shall have to do all the relevant survey viz, topographical, infrastructural survey etc. Contractor shall do all the design development and working drawings and take the approvals of the same from Authority.

Contractor shall have to take all the necessary approvals, if any, from respective Departments.

Contractor shall do all necessary co-ordination activities with Authority and different departments involved for seamless implementation of the said works.

2. AREA OF WORKS

Construction of Prefab Shops of Different Sizes For the Riverfront Development Project at Gangapath Under Patna Smart City Mission which shall Specifically include the following areas: -

- a) Dismantling of required areas and debris removal.
- b) S/F/F of shops at suitable locations.

Scope of work includes applying the design principles, Objective and expected outcomes illustrated in drawings. The Implementing Agency shall review the design and details for betterments or improvements if any which may be incorporated to better achieve the Employer's goals and objectives. These betterments, if any, shall be submitted by the Implementing Agency to the Employer for review and for the approval before the commencement of on ground working stage.

Key tasks/deliverables by the Implementing Agency/contractor/developer will include:

- The light framed Pre-engineered structure.
- Provision of plumbing and Drainage connection with suitable size of pipe to the nearest drain.
- Electrical connection with suitable wiring to the nearest point.

- The Implementing Agency should submit a complete timeline for scope of work to be carried out.
- The Employer will supervise and monitor the progress and Implementing Agency shall provide necessary coordination.
- Preparation and submission of the details of the man power deployment for the project.
- Implementing agency should ensure that there is least disturbance to the area and also ensure safety while working.
- The Implementing Agency shall prepare GFC for the following works in accordance with the concept design developed by Employer/consultant.
 - i. Proposed Pre-engineered structures.
 - ii. General Arrangement Plans including Materials.
 - iii. Levels and Grading Layouts; Material/Lighting/ Hardscape Details; Lighting layout & details.
 - iv. Final Setting-Out Plan for hardscape, soft-scape, lighting and plumbing.
 - v. All necessary coordinated services drawings

The Implementing Agency must be aware of general and specific site conditions, topography and any existing landscape prior to commencement of any landscape works on site.

3. Details of Electrical items with specifications

The scheme covers the complete Electrification of the proposed development. All Electrical work shall be done as per code of practice for Electrical installations and meeting the requirements of Indian Electricity Rules/Act, applicable I.S.Codes/Rules and relevant I.S. Specifications as below.

- a) Indian Electricity act
- b) Indian Electricity Rules
- c) IS:732 Code of practice for Electrical Wiring Installations
- d) IS:4648 Guide for Electrical Layout in residential building
- e) CPWD Specifications for Internal Electrical Installation Works
- f) Special requirements of Bihar State Electricity board.

Outdoor Lighting:

A good Lighting scheme can clarify the layout of outdoor spaces by emphasizing walkways, focal points, gathering places and open spaces. Ample lighting also boosts safety.

Modern lighting technology and fixtures will be used by maximizing park resources and making it easier to adopt energy-efficient, cost-saving strategies.

Use of LED lights and energy star rated lighting fixtures are to be used for saving energy in these criteria. Necessary indoor and outdoor lighting arrangements should be covered as per the prevailing rules within the project area.

Indoor lighting:

Indoor lighting which would be used in the shop would have similar specifications as above and will be of LED type. It will comprise of LED tube lights (T5 batten) , LED fans, LED bulbs, LED down lights etc. Solar panels and battery of required capacity.

4. DEFECT LIABILITY AND OPERATION AND MAINTENANCE

Contractor should Submit an O & M Plan, Manual, Literature to PSCL The Scope of Work in Operation & Maintenance includes but not limited to the followings:-

- a) Deployment of required technical staff and labours.
- b) Checking the function of drainage and plumbing works.
- c) Maintenance of Solar and electrical function.

APPENDIX-I

FORMATS FOR TECHNICAL BID SUBMISSION

TECHNICAL PROPOSAL

A. Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in MS excel format in the following format to be emailed at clearly specifying in the subject column- " RFP for Selection of Agency for Construction of Prefab Shops of Different Sizes For River front Development Project at Gangapath Under Patna Smart City Mission .

SL #	RFP Section and sub- section	Page no.	Clause/ Content in the RFP	Clarification sought/ Change Request (highlight the portion with red color which is intended to be changed.)

B. Technical bid checklist

SI#	Checklist Items	Compliance (Yes or No)	Page No. and Section No. in bid
1.	RFP Document fees		
2.	Earnest Money Deposit		
3.	Pre-Qualification Covering letter		

4.	<ul style="list-style-type: none"> • Copy of Certification of Incorporation/Registration Certificate • PAN card • GST registration 		
----	---	--	--

5.	Audited financial statements for the last five financial years AND Certificate from the Statutory Auditor/ CA		
6.	Declaration of non-blacklisting		
7.	Power of attorney		
8.	Project Citations and Self-certifications, as Applicable		
10.	Category of Bidder/Type of Organization A copy of certificate of incorporation shall be furnished along with the bid in support of above.(Contractor Registration Deptt and Class)		
11.	And all other documents and compliances as per this tender document		

Annexures**a) Pre-Qualification Bid Covering Letter**

Date: dd / mm / yyyy

To,

MD, PSCL,Patna,
Bihar, India**Subject:** Request for Proposal for Construction of Prefab Shops of Different Sizes For River front Development Project at Gangapath Under Patna Smart City MissionRef: RFP No. <<.....>> **dated** <<>>

Dear Sir,

With reference to your “**Request for Proposal for Construction of 500 No.s Prefab Shops of Different Sizes For River front Development Project at Gangapath Under Patna Smart City Mission .**”, we hereby submit our Prequalification bid, Technical Bid and Commercial Bid for the same.

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 short listing of Agency for providing services.
- b) We have submitted EMD of INR [] lakhs and Tender fee of INR [] in the <<Account 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 180 days from the date of Submission of bid prescribed by PSCL and that we shall remain bound by a communication of acceptance within that time.
- e) We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- 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.
 - iii. We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, providing facility management and handholding support and discounts etc.

- 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) We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, 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_____, email _____, contact no. ___Thanking you,

Yours sincerely,

(Signature of the bidder) (Printed Name)

Designation

Seal Date: Place:

Business Address:

b) Company profile**Brief company profile**

S No.	Particulars	Description
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3.	Main business of the Bidder	
4.	Registered office address	
5.	Incorporation date and number	
6.	GST No	
7.	Contractor registration (Department and Class)	
8.	PAN details	
9.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
10.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
11.	EMD details	

Valid Certificate of Incorporation**Financial Turnover of last 5 years**

The financial turnover of the company has to be provided as per the following table:

S No.	Annual Turnover details (certified)				
	FY- 2019- 2020	FY-2020-2021	FY- 2021- 2022	FY-23-24	FY- 2023- 2024

Copy of audited financial statements or declaration from the appointed statutory auditor to be provided as proof of the financial turnover

c) Declaration of Non-Blacklisting (To be provided on the Company letter head) Declaration for Bidder:

To,

MD, PSCL,
Patna Smart City Ltd,
Bihar, India
Place

Date:

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for **Construction of Prefab Shops of Different Sizes For River front Development Project at Gangapath Under Patna Smart City Mission**

Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

We confirm that our company or firm,_____,is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Bidder) Printed Name

Designation

Seal Date: Place:

Business Address:

d) Self-certificate for Project execution experience (In Bidding Entity's Letter Head)

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

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

(Authorized Signatory) Signature:

Name: Designation:

Bidding entity's name Address:

Seal and Date:

E. Technical Bid Covering Letter

Date: dd/mm/yyyy

To,
MD,
Patna Smart City Limited,
Patna,
Bihar, India

Subject: Request for Proposal for Construction of Prefab Shops of Different Sizes For River front Development Project at Gangapath Under Patna Smart City Mission

Ref: RFP No. <<.....>> **dated** <<>>

Dear Sir,

I <<name of the undersigned Bidder >>, having read and examined in detail all the bidding documents in respect of "**Request for Proposal for Construction of Prefab Shops of Different Sizes For River front Development Project at Gangapath Under Patna Smart City Mission**" do hereby propose to provide our services as specified in the bid submitted by us.

It is hereby confirmed that 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. We declare that all the services shall be performed strictly in accordance with the RFP documents.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to PSCL, Government of Bihar is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle. We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed in the Annexure of the RFP.

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 understand that our bid is binding on us and that you are not bound to accept a Bid you receive. This bid is valid for 180 days after opening of technical bid. We shall extend the validity of the bid if required by PSCL.

Thanking you,

Yours sincerely,

(Signature of the Bidder) Printed Name

Designation

Seal Date: Place

Business Address:

F. Credential Summary

Sl #	Project Name	Client Name	Client Type	Project Value (in INR)	Project Details	Documentary evidence provided (Yes or No)	Project Status (Completed or Ongoing or Withheld)
1							
2							
3							
4							
5							
6							
7							

- Client type – Indicate whether the client is Government or PSU or Private
- Project Details – Indicate the major project components like landscaping, drainage work, civil structures etc.
- Documentary evidence provided – Indicate the documentary evidence provided with the detailed project credential like work order or purchase order and completion certificate.
- Project Status – Completed (date of project completion) or Ongoing (project start date)

G. Bidder's Experience - Client Citations

Bidder is requested to furnish the credentials in the following format for both Technical criteria. All credentials should be followed by relevant documentary proof.

Name of the Project & Location	
Client's Name and Complete Address	
Narrative description of project	
Contract value for the bidder (in INR)	
Date of Start	
Date of Completion	
Activities undertaken by bidder	

N.B - If the project is ongoing, bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion and produce a self-certificate as per the format provided.

H. Overview of Proposed Project Plan

A. Approach & methodology

Bidders are required to provide a detailed approach & methodology to execute the entire project. Bidders are advised to comply with the below provided headers/Approach components while detailing out their solution.

B. Project Plan/Milestone

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. Along with this the bidder should also provide manpower and equipment mobilization plan in detail.

Activity-wise Timelines				
Sl. No.	Item of Activity	Month wise Program		
		1 month	2 month	3 month
1	Project Plan			
1.1	Activity 1			
1.2	Activity 2			

Successful bidder shall submit the project execution plan with delivery bar chart within 7 days from the date of issue of LOA

I. Compliance to Requirement (Technical / Functional Specifications)

The bidder should provide compliance to the required technical specifications given in this RFP in form of self-certification.

Appendix-2

Annexure 1 -Formats for Submission of the Commercial Bid

A. Total Price Summary

We hereby submit our best offer for Construction of Prefab Shops of Different Sizes For River front Development Project at Gangapath Under Patna Smart City Mission

S. No.	Description of the Item	Total Rate (in figure)	Total Rate (In words)
1.	Total Price for Construction of 500 nos. Prefab Shops of Different Sizes For River front Development Project at Gangapath Under Patna Smart City Mission with defect liability period of 3 (Three) year and after completion of DLP, operation maintenance of 5 (five) years as per detail specification given in this RFP. (Inclusive of all taxes, duties and Levies as applicable) Shop size 10'x6'X10' (LXWXH) Shop size 8'x6'X10' (LXWXH) Shop size 6'x4'X10' (LXWXH)		

B. Bill of Quantities for Schedule & Non Schedule Items

The Bidder shall consider the components and quantity to fulfill the RFP and project requirements in totality as per the following template:

Construction of Prefab Shops of Different Sizes For River front Development Project at Gangapath Under Patna Smart City Mission			
S.No	BoQ	Unit	Rate
1	Shop size 10'x6'X10' (LXWXH)		
2	Shop size 8'x6'X10' (LXWXH)		
3.	Shop size 6'x4'X10' (LXWXH)		
Total	Total Cost with 18% GST.		
	Grand Total		

Total BOQ Price including all taxes (in words)- _____

N.B – Bidder must ensure that all the line items are covered as specified in BOQ and all required fields in the Commercial bid format are duly filled and calculated appropriately. All amounts are to be quoted in INR. BOQ price is for reference but the bid will be evaluated based on price summary.

1.1 Design Proposal

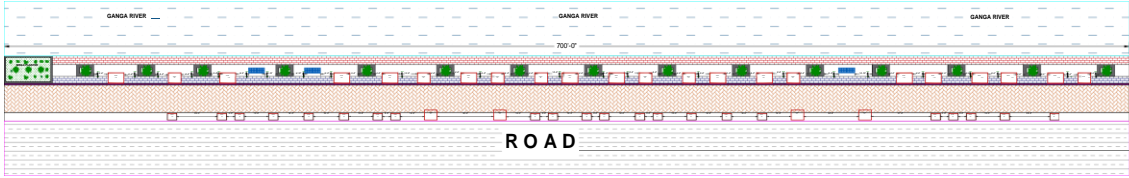
The proposed components of Shop will include the following.

Chain age 350 m to 2250 m (for fitting and fixing as per suitability)

1. Shop size- 10x6X10 (Quantity= 100 Nos.)
2. Shop size- 8x6x10 (Quantity = 100 Nos.)
3. Shop size- 6x4x10 (Quantity = 300 Nos.)

SUBJECT : SEQUENTIAL ARRANGEMENT OF PREFABRICATED PLUG & PLAY KIOSKS.

PROPOSAL



Patna Smart City Limited

2nd floor, Mauryadev Complex, Buddhi Marg,
Block C, Central Reserve Colony, Lodhique,
Patna, Bihar 800001

THESE PLANS, SPECIFICATIONS, TRADEMARKS & DESIGN ARE THE EXCLUSIVE PROPERTY OF RODIC CONSULTANTS PVT.LTD. ANY REPRODUCTION, MODIFICATION, DISCLOSURE AND/OR USE OF THESE MATERIALS OR BY PORTION OF THEM WITHOUT PRIOR WRITTEN CONSENT IS STRICTLY PROHIBITED.

NOTE :

IMAGES, APPLIANCES, FURNITURES ONLY USED FOR REFERENCES ORIGINAL MIGHT BE DIFFER FROM IT

PROJECT:
RIVER FRONT DEVELOPMENT PROJECT,
MARINE DRIVE PATNA.

CUSTOMER: PATNA SMARTCITY

PROJECT : PATNA
COUNTRY : INDIA.

TITLE : RIVER FRONT DEVELOPMENT PROJECT, MARINE DRIVE

SIZE : FEET

DRAWN BY: Rodic Consultants Pvt Ltd

ISSUED DATE: 11/01/2025

SUBMITTED DATE: 11/01/2025

REVISION: **REVISION DATE:**

R1 15/01/2025

R2

SCALE: NOT TO SCALE

REMARKS

SHEET NUMBER: 01

SHEET TITLE:

Annexure 2 – Performance Bank Guarantee

Ref: _____

Date _____

Bank Guarantee No. _____

<Name>

<Designation>

<Address> <Phone Nos.> <Fax Nos.>
<Email id>

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

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

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its 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 contractor, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the 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:

- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry 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 Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date _____

Place _____

Signature _____

Witness _____

Printed name _____

(Bank's common seal)

Annexure 3 – Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas <<Name of the bidder>> (hereinafter called Contractor) 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 presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the << Patna Smart City Limited >> (hereinafter called "the PSCL") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said PSCL, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

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

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

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

NOT WITHSTANDING 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 4 - Format for Power of Attorney to Authorize Signatory

POWER OF ATTORNEY

[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 the Project (name of the Project), 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_____2024

(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:

Notes:

a. 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.

Form of Contract Agreement

(To be signed by the Owner and the Successful Bidder within the period specified in the Bidding Documents after the issue of Notification of Award)

(To be stamped in accordance with the Stamp Act, of the State)

THIS AGREEMENT made this ___ day of ___ month of the year _____ between Patna Smart City Limited, a SPV formed by Bihar Government & Patna Municipal Corporation for planning and implementation of Patna Smart City Project, having its office at 2nd Floor, "Maurya Lok", Patna - 800001 (Bihar) (hereinafter referred to as "**Owner**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the **ONE PART** and M/s _____, having its office at _____ (hereinafter referred to as the "**Contractor**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) of the **OTHER PART**.

WHEREAS the Owner, desirous of associating with the Contractor for the Redevelopment of Adalatganj Lake by providing boundary wall, peripheral landscaping, pathway, decorative illumination & area lighting and allied works and post completion operation & maintenance for 4 (Four) years including defect liability period of 1 (One) year **on EPC Basis** (the Project) on the terms and conditions contained in the Bidding Documents and amendments of the clarifications in respect thereof issued by the Owner in response to Invitation for Bid (IFB) dated _____.

AND WHEREAS the Contractor had submitted its Bid for the said Project under its Covering Letter No. _____ dated _____ and the clarifications/confirmations given under cover of its subsequent letters bearing numbers, _____, _____ and _____ dated _____, and _____ respectively (all put together are hereinafter referred to as the "Bid").

AND WHEREAS the Owner has accepted the Bid, as conveyed to the Contractor vide Notification of Award No. _____ dated _____ (hereinafter referred to as the "Notification of Award"), on the terms and conditions brought out in the said Notification of Award and the Documents referred to therein, resulting into a Contract.

AND WHEREAS the Contractor has accepted the Notification of Award, as conveyed to the Owner vide Letter No. _____ dated _____ (hereinafter referred to as the "Letter of Acceptance"), resulting into this Contract.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

Article -1.0 - Definition

In this Agreement the words and expressions shall have the same meaning as are respectively assigned to them in the Contract Documents specified hereunder attached herewith which form an integral part of this Contract Agreement. This Agreement together with all the Documents attached therewith is referred to as the Contract for all intent and purposes of the aforesaid Project.

Article - 2.0 - Date of commencement of Contract

This Contract has come into force with effect from _____ i.e. from the date of the Notification of Award.

Article - 3.0 - Contract Documents

The Contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached hereto (hereinafter referred to as Contract Documents):

- (i) Notification of Award till the execution of Contract Agreement between the Owner and the Contractor – (Appendix I)
- (ii) The Contract Agreement between the Owner and the Contractor and the attachments thereto. (This Contract Agreement)
- (iii) Minutes of negotiations if any signed between the Owner and Successful Bidder prior to signing of the Contract Agreement (Appendix II)
- (iv) General Conditions of Contract (Appendix III)
- (v) Technical Specifications (Appendix IV)
- (vi) Instructions to Bidders (Appendix V)
- (vii) Designs and Drawings (Appendix VI)
- (viii) Bid submitted by the Successful Bidder .

The above Contract Documents shall form an integral part of this Agreement. If there is an ambiguity or discrepancy or conflict within the Contract Documents, the priority of the Documents shall be in the order in which the Contract Documents are listed above. All Documents forming part of the Contract Documents are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

Subject to the provisions relating to Arbitration specified in Conditions of Contract of the Contract Document, in case of any conflict amongst Contract Documents, the decision of the Owner shall be final & binding on the Contractor

Article - 4.0 - Scope of Work

The detailed scope of work of the Contractor, under the Contract, has been brought out in the Contract Documents. However, the above scope of work of the Contractor shall also include such items of work as may not have been specifically brought out in the said Contract Documents but as may be necessary for the safe and successful completion of the various items of work, envisaged, as per good engineering practice and recognized principles.

Article - 5.0 - Contract Price

The total Contract Price under the Contract shall be Rs._____ (Rupees_____ only) inclusive of all the taxes, duties, levies, fees etc. as specified in General Conditions of Contract and the Price Bid Schedules forming part of this Contract. The price shall remain fixed and firm and shall not change on any account whatsoever, for the duration of the Contract. All the matters relating to the payments to the Contractor shall be as per the Terms and Conditions and subject to the requirements as specified in the said General Conditions of Contract.

Article - 6.0 - Contract Schedule

Time is the essence of Contract and shall be strictly adhered to. The Contractor shall so organize its resources and perform its work as to complete it within a period of _____ months from the date of Notification of Award and as per the Projects Completion Schedule (Appendix VIII) forming part of the Bid submitted by the Contractor subject to further modifications/ changes as may be mutually agreed to between the Owner and the Contractor.

Article – 7.0 – Owner’s Engineer Functions

The Owner’s Engineer in relation to the Contractor shall have such functions as are delegated to it by the Owner from time to time and intimated to the Contractor. The Contractor shall carry out the instructions issued by the Owner’s Engineer as if they were the instructions issued by the Owner. If there is any difference between the Contractor and Owner’s Engineer, on any matter about the implementation of this Contract/Project, the matter shall be referred to the Owner whose decision shall be final and binding on the Contractor and the Owner’s Engineer.

This Contract is executed in English Language in two originals, each Party receiving one set and both the sets will be authentic.

IN WITNESS WHEREOF the Parties through their duly authorized representatives have executed these presents on the day, month and year first above mentioned, at..... place.

(PATNA SMART CITY LIMITED)

(CONTRACTOR)

(Printed Name)

(Printed Name)

(Company's Seal)

(Company's Seal)