

Patna Smart City



Request for Proposal

For

Setting up of Megasize Screen for cultural Events/Open air theatre at Gandhi Maidan in Patna

NIT No: 07/MD/PSCL/2018

Date:19-06-2018

INTERNATIONAL COMPETITIVE BIDDING

PATNA SMART CITY LIMITED
ADDRESS: 2nd Floor, Maurya Lok, Patna, Bihar

DISCLAIMER:

1. 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.
2. 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.proc.bihar.gov.in.
3. 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.
4. 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.
5. 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.
6. 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)

**Request for Proposal For
Setting up of Megasize Screen for cultural Events/Open air theatre at Gandhi Maidan in Patna**

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**INVITATION FOR BIDS: INTENATIONAL COMPETITIVE BIDDING
Request for Proposal
Setting up of Megasize Screen for cultural Events/Open air theatre at Gandhi Maidan in Patna**

Bidding Schedule: Important Dates

Sl. #	Activity	Timeline & Address
1	Online Sale/Download date of Tender documents	From 25.06.2018 (10:00 Hrs) Till 19.07.2018(14.00Hrs)(www.eproc.bihar.gov.in) (Under Patna Nagar Nigam)
2	Pre-bid Meeting date (Only two members per bidder are allowed).	03-07-2018 (15:00 Hrs.) (At Divisional Commissioner's Office,Patna)
4	Last date for submission of Bids (online) and hard copy.	19-07-2018 Till 15.00 Hrs
5	Opening of Bids	19-07- 2018 At 16:00 Hrs
6	Date of opening of Commercial bids	To be informed later to technically qualified bidder.
7.	Cost of Bidding Document(Tender Fee)	Tender Fee Rs 10,000 (Non Refundable) to be paid through Demand Draft (DD) in favor of "Managing Director,Patna Smart City Ltd" payable at Patna.
8.	EMD	Rs 4, 00,000 (Four Lakhs) (Refundable) in the form of Bank Guarantee (BG).

RFP document shall be available on website: www.eproc.bihar.gov.in
For Queries & Clarifications, send e-mail to: patnasmartcity.pscl@gmail.com

SD/-

Managing Director
Patna Smart City Limited (PSCL)

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MANAGING DIRECTOR	54
Patna Smart City Limited	54
2 nd Floor, Maurya Lok, Patna, Bihar.	54
We (Name of the Manufacturer), who are official manufacturers of (Names of Items), having factories at (Name of Country), do hereby authorize M/s, (Name of Address of Firm) to submit a bid & supply Products against your tender enquiries for the Goods, manufactured by us. 54	
We give undertaking that this bid complies with specification in totality. We understand that any technical deviation, ever discovered, may be treated as criminal breach and will attract punitive action against us.	54
We hereby extend our full onsite guarantee / warranty for Three Years in accordance with the	

terms & conditions mentioned in the RFP either by ourselves /or through the service center, with respect to the Goods offered in this Bid, for which we shall maintain sufficient replacement/spares/equipment in Bihar.	54
We shall follow the time lines as per tender terms.	54
This document of authorization is signed by an authority having appropriate legal authority.	54
Name :	54
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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.eproc.bihar.gov.in
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.eproc.bihar.gov.in.
3. Detailed N.I.T can be seen of website www.eproc.bihar.gov.in.
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. The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-procurement website <https://www.eproc.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.
7. Those whose are not registered in e-tendering systems, they may contact “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 ” for registration.
8. Tender Processing Fee (TPF) to be paid through **e-Payment** mode (i.e. NEFT / RTGS, Net Banking, Credit / Debit Card) only.
9. 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. 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. 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.
12. 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.
13. 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.
14. In exceptional circumstances, the competent authority, PSCL may solicit the Bidder's consent to an extension of the period of validity.
15. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances
16. 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.eproc.bihar.gov.in) at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness /authenticity.
17. Corrigendum/ Addendum, if any, will be published on the website itself.
18. 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.
19. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
20. 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.
21. For any queries regarding Tendering process, the bidders may contact at address as provided in the tender document.

Note: "Bids along with necessary online payments must be submitted through e-Procurement portal www.eproc.bihar.gov.in before the date and time specified in the NIT/Tender Document. The department/Tendering Authority doesn't take any responsibility for the delay / Non Submission of Tender /

Non Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."

1.Introduction

1.1 About the PSCL

Patna Smart City Limited (PSCL) is the special purpose vehicle created by Govt. of Bihar and Patna Municipal Corporation under Smart City Mission to deliver several Pan City and Area Based Development initiatives with a focus on both infrastructure and ICT advancements in the city and at strategic locations.

1.2 Introduction to Patna Smart city Project

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 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.

1.3 RFP Format

The intent of this RFP is to invite bids from the Bidders for Setting up of Mega size Screen for Cultural Events/Open Air Theatre with proper sound system at Gandhi Maidan in Patna along with operation and maintenance for Three (3) years under Smart City Mission. Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications. This RFP document is not transferable.

1.4. Fact sheet

S No.	Item	Description
1	Method of Selection	The method of selection is LCS. Successful bidder or L1 will be chosen with Lowest price among the financial proposals under consideration.
2	Availability of RFP Documents	Download from https://www.eproc.bihar.gov.in (Under Patna Municipal Corporation)
3	Tender document fee (Non-refundable and Not –exempted)	INR 10,000/- (Ten Thousands Only)
4	Bid Security/Earnest Money Deposit (EMD)	INR 4, 00,000/- (INR Four Lacs) in the form of BG valid up to 180 days from the actual date of submission of the Bid.
5	Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid.
6	Currency	Bidders are required to quote the price in INR only.
7	Name and Address for Correspondence/ Bid Submission/Opening Venue	MANAGING DIRECTOR, PATNA SMART CITY LIMITED, MAURYA LOK, PATNA.

1. DEFINITIONS & ABBREVIATIONS

In this "Bid / RFP Document" the following words and expression will have the meaning as herein defined where the context so admits

- 1.1. **"ABD"** Shall mean Area Based Development in the Smart city proposals.
- 1.2. **"Authority"** Shall mean PSCL
- 1.3. **"B.I.S"** shall mean specifications of Bureau of Indian Standards (BIS);
- 1.4. **"Bid/Tender"** shall mean the Techno Commercial and Price Bid submitted by the Bidder along with all documents/credentials/attachments/ annexure etc., in response to this RFP, in accordance with the terms and conditions hereof.
- 1.5. **"Bidder/Bidding Company"** shall mean Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company / including its successors, executors and permitted assigns as the context may require;
- 1.6. **"Bid Bond"** shall mean the unconditional and irrevocable bank guarantee to be submitted along with the Bid by the Bidder as per format given in this RFP.
- 1.7. **"Bid Deadline"** shall mean the last date and time for submission of Bid in response to this RFP as specified in Bid information Sheet.
- 1.8. **"Chartered Accountant"** shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949;
- 1.9. **"Competent Authority"** shall mean Managing Director of PSCL himself and/or a person or group of persons nominated by Managing Director for the mentioned purpose herein;
- 1.10. **"Commissioning"** means Successful installation and operation of the Project / Works by the Contractor to the satisfaction of Authority as defined in RFP.
- 1.11. **"Company"** shall mean a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto;
- 1.12. **"Eligibility Criteria"** shall mean the Eligibility Criteria as set forth in this RFP;
- 1.13. **"Financially Evaluated Entity"** shall mean the company which has been evaluated for the satisfaction of the Financial Eligibility Criteria set forth in this RFP hereof;
- 1.14. **"IEC"** shall mean specifications of International Electro-technical Commission;

- 1.15. **“PSCL”** shall mean **Patna Smart City Limited**
- 1.16. **“[Name of the Organization]”** Shall mean PSCL.
- 1.17. **“Net –worth”** shall mean as per Company Act 2013 and amendments if any.
- 1.18. **"O&M"** shall mean Operation & Maintenance of entire system (3 Yrs.).
- 1.19. **“Owner of project”** shall mean Patna Smart City Limited (PSCL)
- 1.20. **“Project Cost / Project Price”** shall mean the price offered by the Bidder for the Scope of work as per RFP document.
- 1.21. **“SPV”** Means **“Patna Smart City Limited”** a special purpose vehicle created under the Patna Municipal Corporation.
- 1.22. **“Parent company”** shall mean a company, which holds more than 50% equity either directly or indirectly in the Bidding Company or Project Company or a Member in a Consortium developing Project.
- 1.23. **“Project Company”** shall mean Company incorporated by the bidder as per Indian Laws in accordance with Clause of this RFP.
- 1.24. **“PSCL”** shall mean Patna Smart City Limited (SPV formed by Government of Bihar & Patna Municipal Corporation)
- 1.25. **“Price Bid”** shall mean the Bidder’s quoted Price as per Financial format of this RFP;
- 1.26. **“Qualified Bidder ”**shall mean the Bidder(s) who, after evaluation of their Technical Bid stand qualified for opening and evaluation of their Price Bid;
- 1.27. **" RFP "** shall mean Request for Proposal (RFP)/Bid document/Tender document
- 1.28. **“SCP”** shall mean Smart City Proposal of Patna.
- 1.29. **“Statutory Auditor”** shall mean the auditor of a Company appointed under the provisions of the Companies Act, 2013 or under the provisions of any other applicable governing law;
- 1.30. **“Successful Bidder(s) /Contractor/Project Developers(s)”** shall mean the Bidder(s) selected by PSCL pursuant to this RFP.

Instruction to Bidders

1.1 Scope of the projects:

Setting up of Mega size Screen for Cultural Events/Open Air Theatre with proper sound system at Gandhi Maidan in Patna along with operation and maintenance for Three years Under Smart City Mission.

The design of the open air theatre should be totally flexible, portable and removable when required along with no physical structure. The major components of the open air theatre are listed below:-

- a) Inflatable projection screen-1 No's
- b) Projectors with required lumens.-2 No's
- c) Audio System.-System with components as mentioned in Technical Specification.
- d) Two Light Commercial Vehicle with open Top to carry the Audio system.
- e) Arrangement of Power backup
- f) Any other component as per requirement

1.2 General

- a) While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the PSCL's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the PSCL on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of PSCL. Any notification of preferred bidder status by PSCL shall not give rise to any enforceable rights by the Bidder. PSCL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of PSCL.
- d) Sealed bids shall be received by the PSCL by physical posts along with the online submission, in person before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a public holiday by the Government of Bihar, the offers will be received up to the appointed time on the next working day. The PSCL may, at

its discretion, extend this deadline for submission of offers by issuing corrigendum.

- e) The physical submission of bid should be in the form of hardbound with each page numbered and signed by authorized signatory.
- f) Telex, cable or facsimile offers will be rejected.

1.3 Eligible Bidders

The Bidder should be a Single company an Audio video system integrator .No Consortium/Joint venture arrangement is allowed to bid for this project.

The Sole Bidder must be a single company which has the capabilities to deliver the entire scope as mentioned in the RFP.

1.4 Compliant Bids/Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP, in the bid
 - ii. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP.
 - iii. Comply with all requirements as set out within this RFP

1.5 Bidder to Inform

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the Conditions or the specifications he shall, before the last date for Submission of Pre-Bid Queries, set forth the particulars thereof and submit them to PSCL in writing in order that such doubt may be removed or clarifications are provided.

1.6 Bid Preparation costs

The Bidder shall bear all costs associated with the preparation and submission of its bid.

1.7 Pre-bid meeting & Clarification

1.8 Bidders Queries

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

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

Bidders must submit their queries as per the format mentioned in this RFP.

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

1.9 Responses to Pre-Bid Queries and Issue of Corrigendum

PSCL will organize a pre-bid conference and will respond to any request for clarification or modification of the bidding documents. PSCL shall formally respond to the pre-bid queries after the pre-bid conference. No further clarifications shall be entertained after the date and time of submission of queries.

PSCL shall endeavor to provide timely response to all queries. However, PSCL makes no representation or warranty as to the completeness or accuracy of any response made in good faith. PSCL does not undertake to answer all the queries that have been posed by the bidders.

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

discretion of PSCL.

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

1.10 RFP Document Fee

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

Tender Fee of Rs. 10000 (Rupees Ten Thousand Only) shall be paid at the time of submission of bid. The tender fee shall be non-refundable.

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

1.11 Earnest Money Deposit (EMD)

EMD shall be paid at the time of submission of bid through a Bank Guarantee addressed to Patna Smart City Limited, valid up to 180 days from the actual date of submission of the Bid. No exemption for submitting the EMD will be given to any agency. Bid security in any other form will not be entertained.

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

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

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

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

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

1.12 Bid Validity Period

Bid shall remain valid for the time period mentioned in the Fact Sheet i.e. 180 days. The bidder shall be required to extend the bid validity period, if requested by client to do so. Accordingly the bid security shall also be extended by the bidder for such period.

The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking forfeiting the EMD, but in this case the bid will be out of the competition for the award. Bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to ensure that the bid remains secured for a correspondingly longer period

1.13 Contents of Bid

The four sets of documents (each enveloped separately and packed in a master envelope) are required to be submitted for evaluation. The sets will comprise of:

Document Set per envelope	Name of Document	Content	Mode of Submission
One	RFP Document fee & Bid Security/ Earnest Money Deposit (EMD)	a. RFP Document Fee receipt b. Bid Security/Earnest Money Deposit (EMD) receipt	Online and Hard Copy
Two	Pre-Qualification Bid	Pre-Qualification bid along with the required supporting documents	Online and Hard Copy
Three	Technical Bid	BOM, Technical Specifications, Certificates, Approach and Methodology etc.	Online and Hard Copy
Four	Financial Bid	Financial Bid	Online only

- a) Please note that Prices should NOT be indicated in the Technical Bid but should only be indicated in the Commercial Bid.
- b) All the pages of the bid must be sequentially numbered. The bid documents must

contain in the beginning of the document, a list of contents with page numbers.
Any deficiency in the documentation may result in the rejection of the Bid.

- c) The original bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the bids.
- d) All pages of the bid shall be initialed and stamped by the person (or persons) who sign the bid.
- e) Failure to submit the bid before the submission deadline specified in the Bidding Schedule Sheet would cause a bid to be rejected.
- f) PSCL will not accept delivery of bid by fax or e-mail only. Hard Copy & Online submission is mandatory.

1.14 Bid Formats

1.14.1 Pre-Qualification Bid Format

Section #	Section Heading	Details
1.	Pre-qualification checklist	As per format provided in the RFP
2.	Pre-Qualification Bid Covering Letter	As per format provided in the RFP
3.	About Bidder	As per format provided in the RFP
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 along with audited financial statements as supporting.
6.	Certification	Relevant certification
7.	Self-certificate for non- blacklisting clause	As per format provided in the RFP
8.	Power of Attorney	Documentary evidence as per format provided in Annexure of the RFP
9.	Project Experience	Citation details of projects as per format given in this RFP, as applicable.

1.14.2 Technical Bid Format

Section #	Section Heading	Details
1.	Technical Bid Checklist	As per format provided in the RFP
2.	Technical Bid Covering Letter	As per format provided in the RFP
3.	About Bidder	Details about bidder Bidder's General Information as required in Technical Criteria
4.	Proposed make and model of various components.	Details as required in Technical Criteria
5.	Work Plan & proposed Methodology	Details as required in Technical Criteria
6.	Project/credential summary	As per format provided in Section 7.3
7.	Bidder's Experience	Project citation as per format provided in section and supporting documentary evidences and Self-certifications as per format in the RFP as applicable

1.14.3 Commercial Bid Format

The Bidder must submit the Commercial Bid in the formats specified in the RFP.

S No.	Section Heading	Details
1	Total Price Summary	As per financial format provided in the RFP

1.15 Language

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

1.16 Authentication of Bids

An authorized representative (or representatives) of the Bidder shall initial all pages of the Pre- Qualification, 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.

1.17 Amendment of Request for Proposal

At any time prior to the due date for submission of bid, PSCL may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the PSCL website, through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

It shall be the responsibility of the prospective bidder(s) to check the eprocurement website under Patna Municipal Corporation given in advertisement from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, PSCL shall not be responsible.

In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, PSCL, at its discretion, may extend the deadline for submission of bids which would be uploaded on website.

1.18 Bid Price

Commercial Bid shall be as per the financial format given in this RFP. Bidders shall include all applicable taxes, duties, other levies and charges etc. in respect of direct transaction between PSCL and the Bidder.

The price quoted by the Bidders shall be fixed and firm for the duration of the Contract and shall include all taxes, duties, levies. The Bidders shall quote the price for the entire system and installation services on "EPC Single Point Responsibility Basis" such that the total Bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Document in respect of the design, manufacture, including procurement, delivery, construction, installation and operation of the system for three years . The price bid should also take into account the comprehensive maintenance for Three (3) years. This includes all requirements under the Contractor's responsibilities for installation, maintenance, operation and such other items and services as may be specified in the Bidding Document, all in

accordance with the requirements of the General Conditions of Contract and Technical Specifications. Items against which no price is quoted by the Bidder will not be paid for by the Owner when executed and shall be deemed to be covered by the prices for other items. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.

1.19 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 the RFP. The bids with deviation(s) to the clauses/ outlined scope mentioned in the RFP are liable for rejection.

1.20 Late Bids

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

1.21 Right to Terminate the Process

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

1.22 Non-Conforming bids

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

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

1.23 Acceptance/Rejection of Bids

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

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

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

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

1.24 Confidentiality

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

1.25 Disqualification

The bid is liable to be disqualified/ a proper explanation can be called in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a) During validity of the bid, or its extended period, if any, the bidder increases its quoted prices
- b) The bidder's bid is conditional and has deviations from the terms and conditions

of RFP.

- c) Bid is received in incomplete form or is not accompanied by all the requisite documents.
- d) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- e) Financial bid is enclosed with the same document as technical bid.
- f) Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- g) In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately.

1.26 Fraud and Corrupt Practices

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, PSCL shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, PSCL shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or PBG, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to PSCL for, inter alia, time, cost and effort of PSCL, in regard to the RFP, including consideration and evaluation of such Bidder's Bid.
- b) Without prejudice to the rights of PSCL under Clause above and the rights and remedies which PSCL may have under the LOI or the Agreement, if a Bidder is found by PSCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice,

undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement and there is a written proof of such practice, such Bidder shall not be eligible to participate in any tender or RFP issued by PSCL during a period of 3 years from the date such Bidder is found by PSCL to have directly or through an agent, engaged or indulged in any Prohibited Practices.

- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
- a) *“corrupt practice”* means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of PSCL who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of PSCL, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Award or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of PSCL in relation to any matter concerning the Project;
 - b) *“fraudulent practice”* means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - c) *“coercive practice”* means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - d) *“undesirable practice”* means (i) establishing contact with any person connected with or employed or engaged by PSCL with the objective of

canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
e) “*restrictive practice*” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

1.27 Conflict of Interest

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

1.28 Sub-Contracting

The bidder would not be allowed to sub-contract work. Outsourcing of any services and/or subletting of any scope of work, in part and/or full, is strictly prohibited. The bidder shall be held responsible for any delay/error/non-compliance etc. of its sub- contracted vendor.

1.29 Withdrawal, Substitution, and Modification of Bids

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

EMD/Bid Security.

- b) Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- c) Bids withdrawn shall not be opened and processed further.

1.30 Site Visit

- a) The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.
- b) It is strongly recommended that bidders may conduct their site surveys as per the requirement of RFP wherever necessary, prior to the proposal submission.
- c) No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and prior to the award of Contract.

2. Selection Process for Bidder

2.1 Opening of Bids

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

There will be three bid-opening events as follows:

1. Set 1 (RFP Document fee & Bid Security/EMD)
 2. Set 2 (Pre-Qualification bid)
 3. Set 3 (Technical bid)
- a) The venue, date and time for opening the Bids bid are mentioned in the Fact sheet.
 - b) The date and time for opening of Technical bid is specified in the bidding schedule and that of the Commercial bid would be communicated at respective stages to eligible bidders.
 - c) The Technical Bids of only those bidders will be opened who clears the Pre-

qualification stage.

d) The Commercial Bids of only those bidders will be opened who qualify in Technical Bid.

2.2 Preliminary Examination of Bids

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

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

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

2.3 Clarification on Bids

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

2.4 Evaluation Process

PSCL shall constitute a Tender Evaluation Committee to evaluate the responses of the bidders. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to

rejection of their bids.

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

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

The steps for evaluation are as follows:

2.4.1 Stage 1: Pre-Qualification

- a) PSCL shall validate the “RFP Document fee & Bid Security/Earnest Money Deposit (EMD)”.
- b) If the contents are as per requirements, PSCL shall open the “Pre-Qualification Bid”. Each of the Pre-Qualification condition mentioned in this RFP is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria through Email and Phone and subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders after the signing of Contract by the successful Bidder.

- c) Technical and Financial bids for those bidders who don't pre-qualify will not be opened. Financial bid will not be opened for those bidders, who don't qualify the technical evaluation. Bid Security shall be returned promptly to the unsuccessful bidders.

2.4.2 Stage 2: Commercial Evaluation

- a) All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- b) The commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are

liable to be disqualified at PSCL's discretion.

- c) Commercial Bids that are not as per the format provided in this RFP shall be liable for rejection.
- d) The bid price shall be inclusive of all taxes and levies and shall be in Indian Rupees.

2.5 Pre-Qualification Criteria

- a) The Bidder should be a company with Incorporation/Registration under Companies Act 1956/2013 (for Indian companies). In case of Global companies they are required to provide equivalent proof of incorporation/ registration.
- b) The Bidder shall be an audio video system integrator/Solution provider.
- c) The bidder should be in the field of audio video visual business including projector and outdoor panels for last 5 years.
- d) Bidders should have experience of minimum 3 projects of installation of audio video, outdoor LED wall and projection based screen with audio systems at three different locations.
- e) Bidder should have average Annual Turnover of INR 25 Crores during the preceding three completed Financial Years.
- f) Bidder should not have been black listed by any Government Department, Organization, Agency, Authority or any Public Sector Undertaking

3. Award of Contract

3.1 Notification of Award

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

3.2 Signing of Contract

After the notification of award, PSCL will issue Work Order (WO)/Letter of Intent (LOI). Accordingly, a contract shall be signed between successful bidder and PSCL or the agency designated by PSCL. As an acceptance of the PO/LOI, the Bidder shall sign and return back a duplicate copy of the Purchase Order to PSCL or the agency designated by the PSCL.

3.3 Performance Bank Guarantee (PBG)

Within fifteen (15) working days from the date of signing of contract, the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the PSCL. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in this RFP payable on demand, for the due performance and fulfillment of the contract by the bidder.

Performance Bank Guarantee shall be 5% of Capex value valid till successful trial of system and thereafter 10% of opex value valid till expiry of Operation and Maintenance period of three years. PBG shall be invoked by PSCL, in the event the Bidder:

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

The performance bank guarantee shall be valid till successful installation & successful trial. The performance bank guarantee may be discharged/returned by PSCL upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

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

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

In case the project is delayed beyond the project schedule as mentioned in this RFP,

the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP.

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

3.4 Warranty & Maintenance

Bidder shall also provide complete maintenance support for all the proposed solution as outlined in this RFP for a period of three Years from the date of Installation.

During the warranty period, the bidder shall covenant that the goods supplied under the contract are new, unused, of the most recent version/models. The bidder further covenant that the goods supplied under this contract shall have no defects arising from design, materials or workmanship. the bidder has to submit an undertaking that the goods supplied by him are new and unused.

PSCL or designated representatives of the bidder shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to PSCL and within time specified and acceptable to PSCL.

If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, PSCL may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights maximum to the value of the defected item, which PSCL may have against the bidder under the contract.

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

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event PSCL may call for new bids.

In such a case, PSCL shall invoke the PBG and/or forfeit the EMD.

3.6 Arbitration post signing of contract

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

enactment thereof.

Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.

All arbitration would be referred to the Chief Justice of Patna High Court, and their decision would be final and binding to all parties.

In case PSCL chooses to award the contract to an eligible bidder through this tender process, and its subjected to a third party litigation, PSCL would be free to proceed with the contract award and works process. If the litigation is in favor of the third party resulting in termination of awarded contract and retendering process, PSCL would pay out the existing bidder to the tune of work completed upon submission of sufficient proof of material supplied and manpower invested.

CONDITIONS OF CONTRACT

1.Scope of Work

- A. As a part of ABD initiative PSCL is interested in setting up of mega size display screen with proper sound system in Gandhi Maidan to hoist cultural events simultaneously to be used as an open air theatre purpose for general public. In continuation to this endeavour, PSCL intends to avail the services of interested, qualified audio video system integrators for implementation of the said project. In this connection, PSCL invites Bid through this RFP from eligible firms / entities for Setting up of Mega size Screen for cultural Events/Open air theatre at Gandhi Maidan in Patna.
- B. The scope of work for the bidder includes installation of outdoor Mega Size Display solutions along with proper audio system and suitable technology at Gandhi Maidan, Patna which should be suitably visible for a large number of viewers inside the ground. The display should be such that it has an optimum visibility so that it could be used for the purpose of hosting cultural programs as well as can be used as an open air theatre including Comprehensive Maintenance (CMC) for a period of Three years after installation under the Smart Cities Mission.
- C. The arrangement will be an inflatable framework with an attached projection screen on which two numbers of projectors will be used with edge blending/Stacking to display video. There will be no permanent structure or civil construction required for this purpose.
- D. The audio system can be vehicle mounted or can be kept near screen connected with proper cables and connectors for sound reinforcement. They can also be removed once the show is over and can be kept in the store room.
- E. The Successful bidder hereinafter called "Contractor" is expected to execute the work in Six (6) months' time. In case if the completion period is delay beyond this time line it will be subjected to a penalty of 0.1% per week to a maximum of 10%.Once 10% level is reached, the authority has all the rights to terminate the contract at their discretion.
- F. The contractor will be responsible for operation and smooth running of open air theatre for three years after successful installation.
- G. The contractor is required to submit the tentative details of location of screen with alignment plan, location of projector and audio system based on exhaustive study of site and as per expected size of along with all technical parameters to the authority before commencing the installment.
- H. The design of the open air theatre should be totally flexible, portable and removable when required along with no physical structure. The major components of the open air theatre will be Inflatable projection screen, Projectors and Audio System along with other items necessary for open air theatre.
The bidder needs to take this into account while bidding. No extra cost other than this computed contract value will be paid to the contractor.
- I. The computed contract value shall be fixed and firm for the duration of the Contract and

shall include all taxes, duties, levies including the GST. The Bidders shall quote the price for the entire system and installation services on “EPC Single Point Responsibility Basis” such that the total Bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the Bidding Document in respect of the design, manufacture, including procurement, delivery, supply, installation and completion of the . This includes all requirements under the Contractor’s responsibilities for operation and management and the acquisition of all permits, approvals and licenses, etc.; Comprehensive maintenance, regular operation and maintenance and running of the theatre and such other items and services as may be specified in the Bidding Document, all in accordance with the requirements of the Conditions of Contract and Technical Specifications.

- J.** Warranty shall be given for a period of Three (3) years starting from the date of satisfactory installation, commissioning and successful testing. The bidder shall provide the “after sale service” and the replacement of defective / or any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by bidder, at their own cost and responsibility. The bidder will have the overall responsibility for satisfactory and faultless functioning of the system for three years continuously at site.
- K.** Bidders are free to consider and factor standby multiple projectors / Screens / audio system, in their proposal, in order to maintain 90% uptime, failing which penalties and deductions shall apply.
- L.** The successful bidder will be required to operate the open air theatre as per the schedule and time as decided by authority. The bidder has to manage the entire event with sufficient manpower to run the show as per mandate of PSCL, however PSCL will facilitate the deployment of administration and security to maintain law and order during the show time.
- M.** The bidder will have to broadcast live events like sports events, national programme, and cultural events etc. which are possible through use of internet at the direction of PSCL. However if any content which needs to be displayed requires buying of copyright the same will be in the scope of PSCL and the bidder will have to facilitate the process.
- N.** The Bidder shall be responsible for obtaining approvals for any Statutory and Regulatory requirements (if any) from the authorities. Further, the Bidder shall be responsible to get required documentation completed for obtaining such approvals. The Bidder shall undertake to do all such acts and deeds as required to ensure that the approvals are obtained only with prior approval of department. PSCL shall extend all reasonable assistance to the Bidder in this regard.
- O.** The authority will facilitate the availability of grid electricity to the bidder however the charges will be borne by the bidder. The bidder should also have a power backup system in case there is failure of grid power.
- P.** The bidder has to manage all the ground activity which is required to manage the shows peacefully and in an organized manner. The overall scope of work is given below:

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Sl. No.	Work Head	Scope
(i)	General	<p>Designing and Implementing of the “Open Air Theatre” in the relevant area of the Gandhi Maidan keeping in view the following attributes:</p> <ul style="list-style-type: none"> • Identifying the area at Gandhi Maidan for open air theatre. • Maximum audibility & visibility for visitors. • Crowd management. • Optimum uses, keeping other uses during various events inside the Gandhi Maidan into consideration. • Operation & maintenance of the entire system. • Surveillance Security of the entire system
(ii)	Technical	<p>Bidder must ensure that the design generally meets the following industry standards:</p> <ul style="list-style-type: none"> • ISO standards for processes and procedures. • ISO certified products. • Outdoor enclosures for equipment. • Service office & support at local level. <p>Since any permanent structure/construction is not permitted inside the Gandhi Maidan, hence all equipment should be movable or vehicle mounted & Bidder shall be prepared to dismantle the truss etc. as per the direction of department.</p> <p>The system shall follow high-efficiency design in equipment type / capacity as per minimum specifications given in this document, to achieve high overall operational efficiency at optimized expenses.</p> <p>The design of the passive infrastructure shall comply with the industry standard. Each and every capacity components and Distribution paths shall be concurrently maintainable.</p> <p>Hence redundant capacity components and redundant distribution paths shall be incorporated in the design</p>
(iii)	Electrical	<p>Electrical connectivity from the Electrical Power Distribution & Control panel to “Open Air Theatre Area” is required, by which the projector & other audio equipment could be connected.</p> <p>Adequate size of UPS & Silent genset to be installed for ensuring “minimum failure”, subject to force majeure.</p> <p>All cables must be of industry grade, suitable for outdoor uses.</p>
(iv)	Supply, Installation, Operation &	<p>The entire system would be under the operation of the successful system integrator for a minimum period of 3 years. The responsibility of the SI would be as follows:-</p>

	maintenance	<ol style="list-style-type: none"> 1. Supply & installation of all related equipment. 2. Operate the system during the time slot finalised by the PSCL. 3. Deployment of sufficient number of Manpower for operation & maintenance. 4. Maintain the system throughout the project period as per SLA.
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Note** Contents to be displayed which requires Copyright will be provided by PSCL

2.TECHNICAL SPECIFICATIONS

The arrangement will be an inflatable framework with an attached projection screen on which required number of projectors will be used with edge blending/Stacking to display video. There will be no permanent structure or civil construction required for this purpose .This screen can be used for movies, drive-in theatres, sports, social, fundraising and other events requiring outdoor projection.

Based on the size of the projection screen two numbers of projectors are required which will be adjusted based on the technology of edge blending/Stacking to project clear animation. The position of the projector will be changed as per requirement and once the show is over they can be kept back in the store room provided by PSCL.

The audio system can be vehicle mounted or can be kept near screen connected with proper cables and connectors for sound reinforcement. They can also be removed once the show is over and can be kept in the store room.

A. Inflatable movie screen

Inflatable frame to include the following:

- Theatrical professional .96 gain seamless front screen surface
- Theatrical screen ties to attach and stretch screen surface
- Eight ratchet straps and two take down tethers
- Lower panel with valence
- Heavy duty carry bag
- High pressure blower
- Repair kit
- Color illustrated manual
- Three-year limited warranty

Technical Specification:

- Projection Screen Width : 65' 7" (20 m)
- Projection Screen Height : 33' 10" (10 m)
- Overall Width : 73' 6" (22.4 m)
- Overall Height : 44' 0" (13.4 m)
- Screen Surface form Ground : 9'10" (2.7 m)

- Air Inlet : 6' 0" (1.8 m)
- Blower : 12.0 amps
- Weight (Maximum) : 1256 lbs (570 kg)

B. Projector

(Minimum Quantity: 02 units)

Since the venue for operation is open area with sufficient exposure to light hence two numbers of projectors with below given specification will be used through edge blending/Stacking for maximum clarity and high definition video pojection.

Projection Technology	:	RGB liquid crystal shutter projection system (3LCD)
LCD Size	:	1.43" or better
Native Resolution	:	WUXGA (1920 x 1200) or better
Projection Lens Type	:	Power Zoom / Power Focus / Power Shift / Power Distortion
F-Number	:	1.9 - 2.1
Focal Length	:	54.7 - 73.0 mm
Zoom Ratio	:	1 - 1.35
Throw Ratio	:	1.74 - 2.35 (Wide - Tele)
Lens Exchange	:	Must be available
Lens Shift Mode	:	It should be powered
Vertical (Up/Down)	:	±65%
Horizontal (Left/Right)	:	±30%
Lamp Type	:	Laser Diode Bank
Lamp Life	:	(Normal / Eco) 20,000 / 30,000 hours
Lumens in White Light	:	25,000lm
Lumens in Colour Light	:	25,000lm
Contrast Ratio	:	25, 00,000
Vertical /		
Horizontal Keystone	:	±45° / ±30° (Zoom: Tele with Standard Zoom Lens)
Quick Corner	:	Must be available
Curve Surface	:	Must be available
Point Correction	:	Must be available
Corner Wall Yes	:	Must be available
Network Connectivity	:	Must be Wired & Wireless
Operating Temperature	:	0 - 50 °C
Direct Power On / Off	:	Must be available
Start-Up Period	:	Less than 8 seconds,

Warm-up period : 30 seconds
Cool Down Period : Instant Off

For optimal deployment of projection system, various Input-Output options/ connector, Content Server etc. compatibilities are required. Installation costs should also be factored in. Installation should be 'zero-keystone' in so far as the projection geometry is concerned, and should be otherwise compatible with other subsystems (sound systems, screen, etc.)

C. Audio System

As per requirement of the project the technical specification of the audio system is given below:-

SL. No.	Item Description	Minimum Qty
1	<p>Weather rated (IEC 529 IPX5 or better) Mid-High loudspeaker fulfilling Free field performance parameters listed below. Arrays to have separate LF augmentation Two extended range cone drivers for lower breakup distortion and better transient response Frequency Response : 180Hz - 16kHz or better (+/- 3dB) Frequency Range : 150Hz - 18kHz or better (- 10dB) Nominal Dispersion: 90° H x 40° V or better pattern control to approximately 250Hz (horizontal) and 1KHz (vertical) to form coherent zone arrays with other speakers in the system Sensitivity (free field): 106 dB SPL with 1 watt input or better Maximum SPL : 127 dB SPL (133 dB SPL peak on axis at 1meter) or better Crossover Type : Passive, BiAmp, Switchable Crossover Frequency : 1.6KHz High Pass Filter : 150Hz with 4th order filter (24 dB / octave) Internal filter network with crossover of 1.6 kHz shall allow passive or bi-amp operation. Loudspeaker EQ: Required Long-Term Power Handling: Passive 140 W; Bi-Amp (Mid) 140 W & High 75 W or better Nominal Impedance: 8Ω in Passive; Bi-Amp Mid & High. Transducers HF: 3" VC or better compression driver MF: 2 x 4.5" in an acoustic manifold (Dual) The loudspeaker shall contain a 3" (76 mm) diaphragm compression driver and two (2) midrange manifolds, each summing two (2) 4.5" (76 mm) cone drivers in a heat-sink/acoustic summation assembly.</p>	4
2	<p>Weather rated (IPX5 or better) Mid-High loudspeaker fulfilling Free field performance parameters listed below. Should have separate LF augmentation Coverage : 30° x 20°</p>	4

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	<p>Frequency Response: on axis 220Hz - 16kHz or better (+/-3dB) with crossover and active equalisation. Frequency Range : 150Hz - 18kHz or better (-10dB) Nominal Dispersion: large format waveguide and narrow 30° H x 20° for use with above speaker to form coherent zone arrays Loudspeaker to minimize overlap in arrays to reduce comb-filter interference Sensitivity (free field): 110 dB SPL or better (1w @1m) Maximum SPL at 1m : 134 dB SPL (140 dB SPL peak) on axis at 1mt or better High Pass Filter : 150Hz with 4th order filter (24 dB / octave) Long-Term Power Handling: Passive 280 W; Bi-Amp (Mid) 280 W & High 75 W or better; Dual-Mid Bi-AMP Mid1 140 W & Mid 2 140 W Nominal Impedance : 16Ω in Passive & Bi-Amp Mid; & 8Ω in Bi-Amp High, Dual-Mid Bi-Amp Mid 1 & Mid 2. Transducers HF: 3" VC or better compression driver MF: 2x4.5" in an acoustic manifold (Triple) The loudspeaker shall survive water incursion consistent</p>	
3	<p>Low-frequency loudspeaker shall contain two (2) 12" (305 mm) high excursion woofers fulfilling Free field performance parameters listed below. Frequency Response (+/-3 dB) : 40 Hz – 280 Hz bass response on axis Should have Front Loaded tapered transmission Frequency Range : 36 Hz (-10 dB)– 290 Hz Nominal Dispersion : Omni-Directional below 200 Hz Sensitivity : 94 dB SPL with 1 watt input Maximum SPL : 123 db SPL Peak output: 129 dB SPL on axis at 1 meter. Recommended High-Pass Filter : 30 Hz (24 dB / octave) Long Term Power Handling & Normal Impedance : Parallel - 4 Ω at 800 W; Discrete Driver 1 - 8 Ω 400 W & Discrete Driver 2 – 8 Ω 400 W It shall handle 800 watts of amplifier power at 6 dB crest factor, for 100 hours) Transducers: 2 X 12" woofers with 4" voice coil. Compact enclosure for bass-array applications when cardioid or other directional-bass configurations are required for reverberant spaces</p>	6
4	<p>Digital Sound Processor Ready to accommodate an optional Dante™ network audio card Signal Processor : 32 bit fixed / floating point – 456 MHz Maximum Calculation : 3.6 GIPS / 2.7 GFLOPS Delay : 43 S Audio Latency : 860 μs (analog in to analog out) A/D and D/A Converters : 24 Bit Sample Rate : 48kHz Frequency Response : 20 Hz – 20kHz (+0.3 dB/-0.1 dB) THD+N : 0.002% at +4 dBu (A-weighted/20 Hz – 20 kHz) Channel Separation (Crosstalk) : < -105 dB at +4 dBu input and output level, 1 kHz Dynamic Range : > 115 dB A-weighted 20 Hz – 20 kHz, analog through</p>	1

	<p>Capable to handle both mic and line-level I/O, operates with ultra-low noise Input Channels : 8 analog (balanced, mic/line level), 16 digital (via option card) Input Impedance : 12 kΩ @ 1 kHz (with or without phantom power active) Maximum Input Level : +24 dBu Equivalent Input Noise : <-119 dBu (22 - 20 kHz, 150 Ω input, 64 dB gain) Phantom Power : +48 VDC, 10 mA, selectable per input Gain settings : 0/14/24/32/44/54/64 dB Output Channels : 8 analog (balanced, line level), 8 ESPLink, 16 digital (via optional card) Connectors, Output : 3.81 mm Phoenix Contact®, 6-pin (analog), EIAJ optical (ESPLink). Can handle 56 audio channels through analog audio connections. Onboard connectivity includes Serial over Ethernet, RS-232, 5 control inputs and 5 control outputs. Output Impedance : 66 Ω Maximum Output Level : +24 dBu Inputs (Control) 5 analog or digital inputs, 2 kΩ internal pull-up resistor to 5 V, 3.81 mm connector, 6-pin. Analog Input Voltage Range 0 V to 3.3 V (maximum 5 V) Digital Input Voltage Range 0 V to 3.3 V (threshold voltage = 1.6 V) Outputs (Control) 5 digital outputs, 3.81 mm connector, 6-pin Output Voltage High: 8 V (open circuit), 2.5 V @ 10 mA, Low: < 1 V @ 100 mA, push-pull Output Current 10 mA source, 100 mA sink (24 VDC max external supply voltage) Configuration of a system using a standard drag-and-drop user interface. Certification for safety and Regulatory :- UL, C-Tick, PSE & IEC/EN 7th edition, FC Class A</p>	
5	<p>Dante Card with 32x32 Channels In-Out Port Modes : Switched (default) Redundant Legacy Hardware Isolated (control only) Interface Data: Dante network audio and control data Format 48 kHz 24 bit PCM Supports redundant connections complete with standard accessories. Shall fit fixed I/O audio DSP offered.</p>	1
6	<p>8 channel Power amplifier Audio Gain : 17dB – 47 dB Default Gain : 32 dB Output Noise A-Weighted @ 8 Ω - Analog to Analog / Digital to Analog : < -70.0 dBV Dynamic Range A-Weighted @ 8 Ω - Analog to Analog / Digital to Analog : 114,3 dB Damping Factor @ 8 Ω, 20Hz - 500Hz : > 5000 Slew Rate (input filter bypassed) : > 50 V/μs Frequency Response (-3 dB, 1 W @ 8 Ω) : 5 Hz - 30 kHz Crosstalk (1 kHz) : -70 dB</p>	1

	<p>THD+N (from 0.1 W to Full Power) : < 0.5% (typical < 0.01%) DIM (from 0.1 W to Full Power) : < 0.5% (typical < 0.01%) Input Impedance : 20 kΩ Balanced Input Acceptance : +27 dBu Suitable to Single Phase, Bi-Phase or Three Phase operation from 85 VAC up to 460 VAC. Power Load Balancing with Power Factor Correction. Wi-Fi remote monitoring through smartphone and tablet. Multi-stage signal processing DSP AD converters : 24 Bit @ 48 kHz 129 dB Dynamic Range - 0.00056 % THD+N DA converters : 24 Bit @ 48 kHz 121 dB Dynamic Range - 0.00084 % THD+N Sample rate converter : 24 Bit @ 44.1 kHz to 192 kHz 140 dB Dynamic Range - 0.0001 % THD+N Internal precision : 40 bit floating point Delay : 2 s + 100 ms for time alignment Equalizer Raised-cosine, custom FIR, parametric IIR: peaking, hi/lo-shelving, all-pass, band-pass, band-stop, hi/lo-pass Crossover : linear phase (FIR), hybrid (FIR-IIR), Butterworth, Linkwitz-Riley, Bessel: 6 dB/oct to 48 dB/oct (IIR) Limiters : RMS voltage, RMS current, Peak limiter Fan Noise - 1/8 Maximum Output Power @ 8 Ω (1m) 40 dBA SPL</p>	
7	<p>8 channel Power amplifier Peak Output Voltage : 71/142 V (Mono / V-Bridge, I-share, and Quad modes) Voltage gain : 36/42/36/42 dB (Mono / V-Bridge / I-share / Quaod modes) Frequency Response : 20 Hz – 20kHz (at 1 W and +/- 0.5 dB) Signal to Noise Ratio, Analog Input : > 102 dB (1 dB below rated power, A-weighted) THD : < 0.4% (at 1 W, 20 Hz to 20 kHz) Intermod Distortion – SMPTE : < 0.4% (60 Hz, 7 kHz) Channel Separation (Crosstalk) : >65 dB (adjacent channels, at 1 kHz) Damping Factor : > 1000 (10-1000 Hz, 4 ohms, at amplifier output) A/D and D/A Converters : 48 kHz / 24-bit Total Latency (Analog In - Amp Out) : < 0.95 ms Input to Output Signal Routing : 8 x 8 matrix Input EQ : 5-band PEQ (+/- 20 dB), notch, shelving, high pass, low pass Bandpass Filters (Crossover) : Butterworth, Bessel, or Linkwitz-Riley, up to 48 dB/octave Loudspeaker EQ : 9-band PEQ (+/- 20 dB), shelving, high pass, low pass, 2-band array EQ Maximum Output Delay : 3 S Output Limiter : Peak and RMS voltage</p>	2

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	<p>Input Channels : Analog 8 (balanced line level) Input Impedance : > 100 kΩ Sensitivity : 0, +4, +12, +24 dBu, selectable Maximum Input Level : +24 dBu (at 24 dBu sensitivity setting) Output Channels : 2 to 8 (configurable) Shall have an IEC 60320-C20 16/20-amp electrical power inlet. The amplifier shall be capable of continuous operation at 1/3 of rated power into 4-ohm loads, in ambient temperatures up to 104° F (40° C). The typical current draw at 1/3-rated power shall be 15 amps with 120 VAC and 7.5 amps with 230 VAC. Certification for safety and Regulatory :- CE, UL, FCC & IEC 7th edition.</p>	
8	<p>Dante Card with 32x32 Channels In-Out Port Modes : Switched (default) Redundant Legacy Hardware Isolated (control only) Interface Data: Dante network audio and control data Format 48 kHz 24 bit PCM Supports redundant connections complete with standard accessories. Shall fit fixed I/O audio Digital Amplifier offered.</p>	1
9	<p>2-line by 40-character backlit LCD Sixteen Gain/Selector controls (four banks of four)</p> <ul style="list-style-type: none"> • Four rotary encoders for changing the gain level or selecting scenes / sources • Each encoder includes a 15-segment LED array for indicating the control's current level or state • The encoders feature push buttons for muting gain controls or making selections • Ten character descriptions of the gain controls appear on the LCD above the encoder <p>Four bank switch buttons with label area Lock function in software prevents local changes 10Base-T Ethernet network based Power over Ethernet cable or separate cable LEDs for status, link and network transmit/receive Fits standard 5-gang electrical box UL6500 listed and CE approved Power supply : 7 VDC/1000 mA Operating Voltage : 100-240 VAC/50-60 Hz</p>	1
10	<p>Weatherised Paging Microphone Compatible systems per frequency band: 4 Selectable frequencies: 8 Included Antennas: Internal 1/4-wave Transmitter Display: LED Battery, Endurance: 2AA, >10h Working Range : Line of Sight HI power mode: 75 m (250 ft) LO power mode: 18 m (60 ft) Audio Frequency Response : 50 Hz to 15 kHz</p>	2

<p>Total Harmonic Distortion (Ref. ± 48 kHz deviation, 1 kHz tone) : <1% Positive pressure on microphone diaphragm: positive voltage on pin 2 (with respect to pin 3 of XLR output) and the tip of the 6.35 mm (1/4-inch) output. Dynamic Range : 90 dB A-weighted, typical</p> <ul style="list-style-type: none"> • Available Frequencies: between 794 –806 MHz • Transmitter RF Output Power: LO power mode:1 mW maximum HI power mode: 10 mW maximum • Audio Output Connector : XLR balanced and ¼" unbalanced • Maximum Output Level : -19 dBV (XLR), -5 dBV (1/4") (ref. +/-33kHz deviation with 1 kHz tone) • Battery Life: Up to 10 hours with 2 AA batteries • Dynamic Range : >90dB, A-weighted • System Distortion : <1 % (ref. ± 48 kHz deviation, 1 kHz tone) <p>Microphone type : Less susceptible to feedback in high volume settings Microphone polar pattern: Cardioid for most sound from in front of the microphone and some sound from the sides. . Microphone Frequency Response : 60 Hz - 15 kHz Microphone Sensitivity (1 kHz) : -53 dBV/Pa / 2.2 mV/Pa Handheld - RF Level Switch between 1mW and 10mW, Up to 10 hours of battery life, Bottom on/off switch design, Power and battery status LED Battery, endurance: 10 h, Audio Input Level: -20 dBV maximum, Input Impedance: 22 kΩ, HI power mode: 10 mW maximum, LO power mode: 1 mW maximum, Receiver - Microprocessor-controlled External antenna diversity, up to 8 selectable frequencies per band & up to 4 compatible channels per band, Maximum Output Level: -19 dBV (XLR), -5 dBV (1/4") (ref. +/-33kHz deviation with 1 kHz tone) mW, 2 Audio Output: 1/4" Connector, XLR Connector</p>	
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All above audio equipment must be under Three year's comprehensive warranty.

D. Vehicle

In this project there will be requirement of two vehicles preferably two numbers of Light commercial vehicle in order to carry Audio System during the ShowTime and also to transport the entire set at a different location if desired so by PSCL.

E. Power Backup and any support equipment if required.

The bidder should factor in a power back up support in case there is a minor grid failure. The bidder should consider a power backup of fifteen minutes in order to save equipments from damage due to sudden power failure. In case of major power failure the show must be stopped and proper announcement should be made to public after consulting the Authority.


F. Operation & Maintenance

The operation and maintenance of entire system will be in the scope of Bidder who will be mainly responsible for safe custody of materials as well operation and management of Air theatre. The Bidder will be further responsible for running the shows as per approval of PSCL and managing the entire venue during showtime.

SITE DETAILS

The installation is proposed at Gandhi Maidan, Patna. Gandhi maidan, which is a historic ground in Patna near the banks of Ganges River, in Bihar, India. The Golghar falls to its west. The proposed site is flat in general.

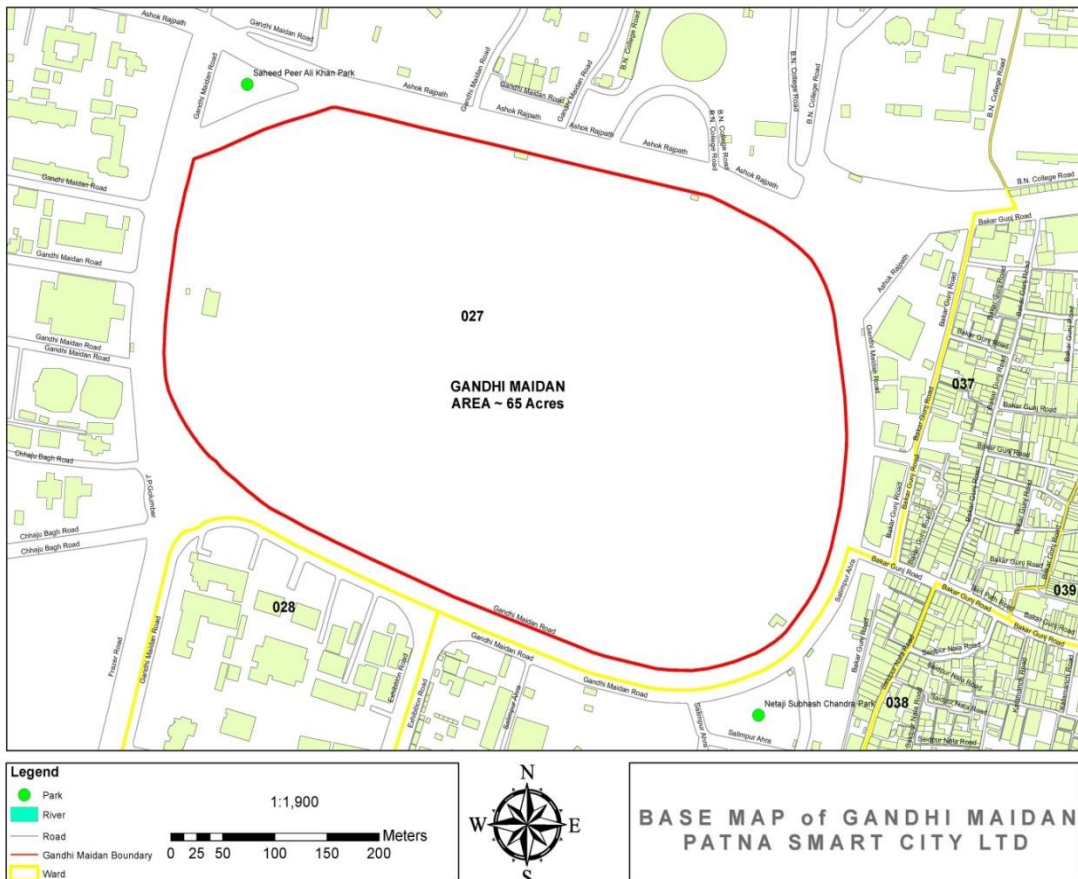
Gandhi Maidan



Location [Patna, India](#)
[25°36'28.77"N85°10'03.06"E](#)

Operated by [Patna Municipal Corporation](#)

Open All year



Base map of Gandhi Maidan is given above for the reference of Bidder in order to plan the project implementation. However the bidders are advised to conduct their own survey for site assessment and work planning.

Term of Payment of Contract Price

- a) For the purpose of payment the total quote submitted by bidder will be considered in two parts i.e 95% of total bid price will be considered as Capex and rest 5% as Opex cost.
- b) The total payment shall be paid in two part (i) Capex (95% of total bid value) (ii) Opex (5% of total bid value). The payments will be made as per the given payment schedule:
 - Fifty (50) percent of the Capex Price on delivery of all equipment at contractors' Warehouse/Site in Bihar within thirty (30) days after material dispatch clearance certificates and submission of invoice with all the required supporting documents .Payment will be released after receipt of invoice in triplicate with all the requisite documents . PSCL shall make inspection in this regard within 15 days from receipt of invoice and payment will be released soon after the inspection completed by PSCL.
 - Rest Fifty (50) percent of the Capex Price on completion of erection, testing and commissioning of the system and Equipment's to the complete satisfaction of the Owner and after successful trial run. The payment will be released after the successful trial run.
- c) Opex portion of the contract price shall be paid over 3 years' time in equal installments (33.33% per year) towards Comprehensive maintenance (which shall include regular Operation and Maintenance and satisfactory operation of the facility).
- d) The bidder will have to raise the invoice after end of every quarter along with the monthly report and submit it to PSCL.
- e) The payment will be made promptly once the invoice is submitted to the PSCL.
- f) If successful bidder requests for Mobilization advance, following conditions shall be applicable –
 - a. Mobilization advance can be maximum of 10% of capex value
 - b. Mobilization advance shall be released only after receipt of Bank Guarantee of 110% of the requested amount and shall be adjusted from first invoice.
- g) Deduction of TDS shall be made as per the Income Tax provisions.

Mandatory Terms & Conditions:

1. In the part relating to Technical Bid, the OEM/Bidder must provide the followings: -
 - a. Details of the technical features of the offered equipment and solution vis-à-vis specification complying to tender.
 - b. Authorization certificate for projector & audio system to sell the quoted item in

Government Department, from the OEM of quoted Items brand specific to this tender, as per the format provided.

Note*:- Any document other than case specific authorization will not be accepted & their bid will summarily be rejected.

2. The bidders are required to enclose copy of GST number.
3. The Bidder should have a registered office in Bihar as on date of bidding. In case, Bidder does not have his registered office as on date of tender submission, then Bidder can submit an undertaking that within 15 days of award of order, they will establish a project office in Bihar, failing which their EMD will be forfeited.
4. Bidder should have his own service office and infrastructure in Bihar. In case, Bidder does not have this service infrastructure as on date of tender submission, then Bidder can submit an undertaking that within 15 days of award of order, they will arrange their own service infrastructure, failing which their EMD will be forfeited and their company shall be blacklisted. Outsourcing of any services and/or subletting of any scope of work, in part and/or full, is strictly prohibited.
5. The quoted brand / OEM of projector, audio items should have Service Facilities in Bihar and details in this regard shall be made available by bidder to PSCL.
6. The quoted brand / OEM of projector and audio items (in case of non-Indian) should have been into business operation in India, through their sales and service offices in India, for minimum five years as on date of bidding.
7. Bidder to enclose Technical Literature along with tender.
8. The Technical compliance of specifications should be under signature of respective OEMs and the developer, where ever relevant.
9. Rates: Rates quoted should be on F.O.R. Patna. In INR and Quoted rates must be valid till bid validity. All aspects of safe delivery shall be the exclusive responsibility of the Bidder.
10. Bidder shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the Bidder under this Agreement. Bidder shall underwrite all the risk related to its personnel deputed under this Agreement as well as all hardware components, tools and any other belongings of the Bidder or their personnel during the entire period of their engagement in connection with this Agreement and take all essential steps to reduce and mitigate the risk. PSCL will have no liability on this account.
11. The bidder has to submit MAF i.e. manufacturer authorization form as given in Annexure with this RFP.
12. This is a turnkey based tender. Bidder must quote for all items in each schedule. The L1 shall be evaluated on the total cost basis. No partial compliance of any terms, specification, etc. permitted. Partial compliance and deviation of any terms and or condition will automatically lead to rejection.

Annexure 1 – 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 Setting up of Megasize Screen for cultural Events/Open air theatre at Gandhi Maidan in Patna**” under the Smart Cities 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.)

Annexure 2 – Formats for Submission of the Pre-Qualification Bid

A. Pre-qualification 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.	Technical specification and Data sheets of Major Components.		
5.	<ul style="list-style-type: none"> • Copy of Certification of Incorporation/Registration Certificate • PAN card • GST registration 		

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6.	Audited financial statements for the last three financial years AND Certificate from the Statutory Auditor/ CA		
7.	Declaration of non-blacklisting		
8.	Power of attorney		
9.	Project Citations and Self-certifications, as Applicable		
10.	Category of Bidder/Type of Organization Manufacturer/ Audio Video System Integrator under the Companies Act, 1956 or 2013 A copy of certificate of incorporation shall be furnished along with the bid in support of above.		
11.	Makes of components offered for the system:		a., b., c., d. etc. <i>(Test Certificates shall be attached)</i>
12.	Valid certification		
13.	And all other documents and compliances as per this tender document		

B. Pre-Qualification Bid Covering Letter

Date: dd / mm / yyyy

To,

MD, PSCL,

Patna,
Bihar, India

Subject: Request for Proposal for Setting up of Megasize Screen for cultural Events/Open air theatre at Gandhi Maidan in Patna under the Smart Cities Mission'

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

Dear Sir,

With reference to your “**Request for Proposal for Setting up of Megasize Screen for cultural Events/Open air theatre at Gandhi Maidan in Patna** under the Smart Cities 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, training, 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:

C. 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.	VAT number	N.A
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 3 years

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

Annual Turnover details (certified)			
S No.	FY- 2015- 2016	FY- 2016- 2017	FY- 2017- 2018

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

D. 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 **Setting up of Megasize Screen for cultural Events/Open air theatre at Gandhi Maidan in Patna** under the Smart Cities 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:

E. Declaration for WARRANTY:

(To be provided on the Company letter head)

{Place}

{Date}

To,

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

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for **Setting up of Megasize Screen for cultural Events/Open air theatre at Gandhi Maidan in Patna** under the Smart Cities Mission.

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

Dear Sir,

I/We certify that the warranty shall be given for a period of three year starting from the date of Satisfactory installation, commissioning and handing over of the equipment conducted under the Work Order. During the warranty period, I shall provide the “after sale service” and the replacement of defective / or any part(s) of the equipment or rectification of defects of work of the Equipment will be free of cost.

The replacement of the parts shall be arranged by us, at our own cost and responsibility. We Undertake that the above warranty shall begin only from the date of installation for satisfactory and faultless functioning of the equipment for three year continuously at Gandhi Maidan premises.

Uptime Guarantee: During the warranty period, we will be responsible to maintain the Equipment including all the accessories in satisfactory faultless working conditions. All complaints will be attended by us within 4 hours from the receipt of the complaint and the system would be made Operational as soon as possible. We shall try to repair the equipment at site premises. However, in case it is not possible to repair the equipment at site premises, we will take out the equipment to our site on our own expenses. We shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repair still the equipment is rehabilitated to the site after repair. If any loss of equipment occurred during our custody, we will replace with a new one totally on our cost.

(Signature of the Bidder)

Printed Name

Designation

Seal Date:

Place: Business Address:

F. Manufacturers Authorization Form

**To
MANAGING DIRECTOR
Patna Smart City Limited
2nd Floor, Maurya Lok, Patna, Bihar.**

We (Name of the Manufacturer), who are official manufacturers of (Names of Items), having factories at (Name of Country), do hereby authorize M/s (Name of Address of Firm) to submit a bid & supply Products against your tender enquiries for the Goods, manufactured by us.

This is to certify that item no Having serial no's are brand new. The manufacturing year is and month of import is” It is hereby also certified that the said item with said serial no's are warranted / guaranteed by us for Years.

We give undertaking that this bid complies with specification in totality. We understand that any technical deviation, ever discovered, may be treated as criminal breach and will attract punitive action against us.

We hereby extend our full onsite guarantee / warranty for Three Years in accordance with the terms & conditions mentioned in the RFP either by ourselves /or through the service center, with respect to the Goods offered in this Bid, for which we shall maintain sufficient replacement/spares/equipment in Bihar.

We shall follow the time lines as per tender terms.

This document of authorization is signed by an authority having appropriate legal authority.

Name :

Place :

Date :

Designation :

Signature :

G. 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 <i>(N.B Only relevant activities as sought in the Criteria to be included)</i>	
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:

Annexure 4 – Formats for Submission of the Technical Bid

Technical Bid Check-List

SI #	Checklist Item	Compliance (Yes/No)	Page No. and Section No. in the Bid
1	Technical Bid Letter		
2	Credential summary		
3	Project Citations and Self-certifications, as applicable		
4	Detailed proposed solution		
5	Projection Screen offered with Technical Datasheet		
6	Projector offered for the system with Technical Datasheet		
7	Audio System offered for the with Technical Datasheet		
9	Manufacturers'/Producers' Authorization Form		

H. Technical Bid Covering Letter

Date: dd/mm/yyyy

To,
MD,
Patna Smart City Limited,

Patna,

Bihar, India

Subject: Request for Proposal for Setting up of Megasize Screen for cultural Events/Open air theatre at Gandhi Maidan in Patna under the Smart Cities Mission.

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

Dear Sir,

I <<name of the undersigned Bidder and consortium member>>, having read and examined in detail all the bidding documents in respect of “**Request for Proposal for Setting up of Megasize Screen for cultural Events/Open air theatre at Gandhi Maidan in Patna under the Smart Cities 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:

I. 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 hardwares or equipment's.
- 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)

J. Overview of Proposed Solution

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

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

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

K. Compliance to Requirement (Technical / Functional Specifications)

The bidder should provide compliance to the requirement specifications (both technical and functional) specified in this RFP in form of self-certification.

L. Technical Datasheet

The Bidder should provide the Technical Datasheet of each Component along with certification if available.. Bidders are required to mention the details of the make/brand and model against each line item, wherever applicable. The bid can be considered non-responsive in the absence of such details. Once the bidder provides this information in the submitted bid, the bidder cannot change it with any other component / equipment etc. of lower specifications / performance.

Annexure 5 – Formats for Submission of the Commercial Bid

Total Price Summary

We hereby submit our best offer for Setting up of Megasize Screen for cultural Events/Open air theatre at Gandhi Maidan in Patna under the Smart Cities Mission.

SI #	Head	Amount (in Rs.) (in figure)	Amount (in Rs.) (in words)
1.	Total price Including Projectors, Inflatable Screen, Audio System ,Vehicle, power back up arrangement and any other Item required including three years comprehensive maintenance and operation as per RFP (Inclusive of all taxes, levies, duties, etc. as applicable)		

Annexure 5 (a) – 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 supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert

Date>>) notwithstanding anything contained herein:

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 5 (b) – 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 8 - 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 _____ 2018

(Signature and Name of authorized

signatory)

**Request for Proposal For
Setting up of Megasize Screen for cultural Events/Open air theatre at Gandhi Maidan in Patna**

(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.*

- b. 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.*