

# **REQUEST FOR PROPOSAL**

for

**APPOINTMENT OF AN AGENCY FOR  
SUPPLY & INSTALLATION FOR  
LABELLING OF PROJECTS EXECUTED BY  
NASHIK SMART CITY UNDER SMART  
CITIES MISSION USING SIGNAGES,  
BILLBOARDS ETC.**

**Nashik Municipal Smart City Development Corporation Ltd.**  
4th Floor, Loknete Panditrao Khaire Panchvati Divisional  
Office, Nashik Municipal Corporation, Makhmalabad Naka,  
Panchavati, Nashik-422003 Email id: [ceo@nashiksmartcity.in](mailto:ceo@nashiksmartcity.in)

## NOTICE INVITING BID (NIT)

### **Nashik Municipal Smart City Development Corporation Ltd.**

4th Floor, Loknete Panditrao Khaire Panchvati  
Divisional Office, Nashik Municipal Corporation,  
Makhmalabad Naka, Panchavati, Nashik-422003

Email id: [ceo@nashiksmartcity.in](mailto:ceo@nashiksmartcity.in)

Phone No: 0253-2518833



RFP for **Appointment of An Agency for Supply & Installation for Labelling of Projects Executed by Nashik Smart City Under Smart Cities Mission Using Signages, Billboards etc.** is invited online on [www.mahatenders.gov.in](http://www.mahatenders.gov.in) from the bidder meeting the basic eligibility criteria as stated in the bid document.

#### **Amount Details**

Tender Fee	:	INR 10,000/- (Rupees Ten Thousand only) +Rs. 90/- + 9% CGST + 9% SGST per set (Tender Document can only be downloaded from mahatender portal <a href="http://www.mahatenders.gov.in">www.mahatenders.gov.in</a> using credit card/ debit card / net banking)
EARNEST MONEY DEPOSIT (EMD)	:	Rs. 50,000/- (Rupees Fifty Thousand Only)

#### **Tender Dates**

Bid Document Downloading Start from website <a href="http://www.mahatenders.gov.in">www.mahatenders.gov.in</a>	:	<b>19/10/2023 at 1000 Hrs. (IST)</b>
Date, Time and Location of Pre-Bid Conference	:	<b>23/10/2023 at 1500 Hrs. (IST)</b> <b>Location:</b> Nashik Municipal Smart City Development Corporation Ltd. 4th Floor, Loknete Panditrao Khaire Panchvati Divisional Office, Nashik Municipal Corporation, Makhmalabad Naka, Panchavati, Nashik-422003
Last Date of Submission online Tender (soft copy)	:	<b>30/10/2023 till 1500 Hrs. (IST)</b>
Officer Inviting Bids	:	The Chief Executive Officer, Nashik Municipal Smart City Development Corporation Limited (NMSCDCL).

#### **Notes:**

- The changes/ corrigendum, if any will only be published on <https://www.mahatenders.gov.in>.
- Right to reject any or all Bids without assigning any reason thereof is reserved by NMSCDCL.
- All requisite information required for the submission of documents is available in the above-mentioned website.
- For any queries related to the Bidding Documents, please contact NMSCDCL.

SD/-  
**Chief Executive Officer,**  
Nashik Municipal Smart City  
Development Corporation Limited.

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## **1.0 INVITATION FOR BIDS**

Smart Cities Mission was launched on 25 June 2015 with the objective of promoting cities that provide core infrastructure and decent quality of life to their citizens; clean and sustainable environment through application of 'smart' solutions.

### **Need for Labeling**

Smart Cities Mission is not just transforming cities, it is transforming the life of people, in many ways. However, few people seem able to associate benefits accruing to them with specific projects for want of on-site labeling of completed projects. The tender is invited to appoint the agency for branding/labeling of different projects completed under Smart Cities Mission.

### **OBJECTIVES:**

- Labeling is not marketing; it is a method to create awareness, instill pride and provide information to the Mission's stakeholders.
- Labeling can help create informed dialogue regarding Mission projects, thereby anchoring reflection on the past and planning for the future.

The scope of supply and services include supply & installation of different type of branding/labelling materials like signages, wall mounted board, Pole Signages and Floor mounted Billboard Signages, Standees etc. as per the design and data given in this tender. The agency is also required to provide all escorting services as per this tender.

This eligible bidder must possess necessary expertise and resources to deliver the goods and services as per the timeline given under the tender. The bidder must be ready to plan and execute the work and to deploy necessary manpower, resources immediately in a short time to achieve the delivery schedule.

## **2.0 DISCLAIMER**

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or in any other form by or on behalf of the Nashik Municipal Smart City Development Corporation Limited (the Authority) or any of its employees or advisors is final and binding. The same is provided in the terms and conditions of this document.

This RFP is not agreement and is neither an offer nor invitation by the authority to the prospective BIDDERS or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers (BIDs) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the authority in relation to the project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the authority, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP.

Information provided in this RFP is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder 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, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Successful Bidder, as the case may be for the Project and the Authority reserves the right to reject all or any of the BIDDERS or BIDs without assigning any reason whatsoever.

The Bidder shall bear all 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 Authority, or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the Bidder and the Authority 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 or submission of the BID, regardless of the conduct or outcome of the Bidding Process.

### **3.0 NOTICE INVITING TENDER**

#### **A. RECEIPT AND OPENING OF TENDER:**

Online Tenders will be received from the established and reliable agency till **30/10/2023** up to 1500 hours on website [www.mahatenders.gov.in](http://www.mahatenders.gov.in). The tender received after due time and date specified will not be accepted.

- B. Name of Work:** Appointment of an Agency for Supply & Installation for Labelling of Projects Executed by Nashik Smart City Under Smart Cities Mission Using Signages, Billboards Etc

<b>Bid Document Fee: Rs. 10000/- +Rs. 90/- + 18 % GST</b>
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<b>Earnest Money Deposit: Rs. 50,000/-</b>
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**Note:**

1.	<b>Please address all queries and correspondence to :</b> <b>Nashik Municipal Smart City Development Corporation Ltd.</b> <b>4th Floor, Loknete Panditrao Khaire Panchvati Divisional Office, Nashik Municipal Corporation, Makhmalabad Naka, Panchavati, Nashik-422003</b> <b>Email id: <a href="mailto:ceo@nashiksmartcity.in">ceo@nashiksmartcity.in</a></b> <b>Phone No: 0253-2518833</b>
2.	<b>Please quote Tender Number in all your correspondence.</b>

#### **C. OPENING OF TENDERS:**

The tenders will be opened online in presence of opening authority subject to receipt of technical bid, Tender Fees, EMD and other Documents on Mahatender Portal and E.M.D.& Tender fees received through online/electronically only. All documents must be colour scanned to be seen as original. Scanning in black and white or gray shall not be acceptable. All the documents must be authorized/notarized with clearly displaying stamp, number and name of the notary. The tenders will be opened in two stages i.e., Technical Bid and Price Bid/Financial Bid.

#### **D. PURCHASE OF TENDER DOCUMENTS:**

Tender Documents can be downloaded from [www.mahatenders.gov.in](http://www.mahatenders.gov.in) From **Dt. 19/10/2023** from **1000Hrs. (IST)** to **Dt. 30/10/2023 up to 1500 hours.**

Tender documents fees of **Rs. 10,000/- +Rs. 90/- + 18 % GST** per set which is required for submission of tender towards the cost of tender documents through online/electronically only and shall be submitted along with EMD and other documents. The cost of the Tender Documents will not be refunded in any circumstances.

#### **E. TAX INVOICE FOR PAYMENT OF WORK (AS PER GST RULES)**

The agency shall submit all bills on the prescribed format, include in Tender for the purpose of payment of the work to the office of NMSCDCL.

If imposition of any other new taxes or any other incidentals etc. or any increase in the existing taxes or any other incidentals etc. (Excluding GST) are imposed during the course of the contract, the same shall be borne by the agency/successful Bidder only, in no case Nashik Municipal Smart City Development Corporation Ltd (NMSCDCL) shall be liable for the same.

#### **F. Bid Submission**

"E.M.D. & Tender fee shall be submitted in electronic format during the bid. This submission shall mean that E.M.D. and tender fee are received for purpose of opening the bid. Accordingly offer/ tenders of those tenderers shall be opened whose E.M.D. and Tender fee is received electronically.

- All documents must be colored scanned to be seen as original. Scanning in black and white or gray shall not be acceptable.
- All the applicable documents must be authorized/notarized with clearly displaying stamp, number and name of the notary.
- **"Following documents shall only be submitted on Mahatender Portal by all bidders"**.
  - E.M.D. as mentioned in tender.
  - Tender Fees as mentioned in the tender.
  - Affidavit on Non-Judicial Stamp paper of Rs. 100/-(Annexure-3)
  - Proforma of general Power of Attorney on Non-Judicial Stamp paper of Rs. 500/-(Annexure-4) (if applicable)
- Any documents in supporting of bid shall be in electronic format only through Mahatender portal & hard copy will not be accepted separately. The bid will stand rejected in case hard copy is submitted.
- All documents must be colored scanned to be seen as original. Scanning in black and white or gray shall not be acceptable.
- All the documents must be authorized/notarized with clearly displaying stamp, number and name of the notary.
- All documents must be duly signed and stamped by the authorized signatory of the agency.
- All financial related documents must be signed and certified by registered Chartered Accountant.

**G.** Tenderer must comply with and agree to all instructions & requirements in the Notice and in the Instructions to Tenderers, including requirements in the Contract Documents.

- (a) All tenders must be submitted in the prescribed Tender form.
- (b) Each Tender must be accompanied by the completion Schedule.
- (c) Each tender must be accompanied by the Tender Security (**Earnest Money Deposit**) **Rs. 50,000/-**
- (d) The successful tenderer shall execute the Contract Agreement within ten days after the date of Notice of award.
- (e) The successful Tenderer will be required to furnish a **Security Deposit** of an amount equal to **Five percent (5%)** of the tendered amount.
- (f) The tender and tender guarantee bond (Earnest Money Deposit) shall be submitted by the Agency in whose name tender has been issued. Transfer of tender documents to any other party is prohibited.
- (g) All intending tenderers will have to purchase digital signatures in order to participate in the online bidding process.
- (h) All the applicant agencies are required to have their own employers code number under EPF Act, 1952 and are required to comply the applicable provisions of said statute regularly and totally.

**H. RECEIPT OF TENDER DOCUMENTS:**

**The following details are to be submitted online on [etenderup.nic.in](http://etenderup.nic.in):**

- a. Document fees and EMD Details shall be submitted in electronic format through online mode only (by scanning).
- b. Commercial Bid/Financial Bid.
- c. Annexure-1,2,5,6,7 along with all necessary supporting documents.
- d. Addendum, Corrigendum (if any) duly signed by Agency.
- e. Technical Bid duly signed by Agency.
- f. Annexure- 3 (Affidavit)**
- g. Annexure-4: Proforma of General Power of Attorney (if applicable)**
- h. Audited Profit and Loss statement and Statutory auditor/CA certificate (Signed by C.A. with his stamp bearing Registration No.) regarding turnover for the three previous financial years (2020-2021, 2021- 2022 and 2022-2023).
- i. A copy of PAN, GST Registration Certificate., Copy of IT Returns and Turnover Certificate of last three financial year (2020-2021, 2021- 2022 and 2022-2023).
- j. Work order and Work Completion certificates.

**The following details shall be submitted in hard copy at prescribed address:**

- k. Tender fees in prescribed format
- l. EMD in prescribed format
- m. **Annexure-3** (Affidavit)
- n. **Annexure-4** (Power of Attorney) (if applicable)



Please note that commercial bid shall not be submitted in hard copy under any circumstances. This will hold the tender liable for rejection.

- I. Services offered should be strictly as per specifications mentioned in this Tender Document. Please spell out any unavoidable deviations, article-wise, in your bid under the heading “Deviations”.
- J. Once quoted the Bidder shall not make any subsequent price changes whether resulting or arising out of any technical/commercial clarifications sought regarding the bid, even if any deviation or exclusion may be specifically stated in the bid. Such price changes shall render the bid liable for rejection.
- K. **Rights Reserved:**

Without assigning any reason, The NMSCDCL reserves the right to reject the lowest or any other or all tenders or part of its. To waive any informality or irregularity in any tender, which in the opinion of the NMSCDCL does not appear to be in its best interest and the tenderer shall have no cause of action or claim against the NMSCDCL or its officers, employee, successors or assignees for rejection of this tender.

The NMSCDCL further reserves the right to withhold issuance of the notice to proceed, after execution of the contract agreement by the successful Tenderer. The NMSCDCL is not obliged to give reasons for any such action.

During Tender validity period, if any Tenderer withdraws or makes any modifications or additions in the terms and conditions on his own in this tender, then the NMSCDCL shall without prejudice to any right or remedy be at liberty to reject the tender and forfeit the Earnest Money Deposit in full. Such Tenderer may be disqualified from tendering for further works under the jurisdiction of the **NMSCDCL**. The **NMSCDCL** reserves the right to increase or decrease the scope of work and split the tender in two or more parts without assigning any reason even after the award of contract.

Chief Executive Officer,  
Nashik Municipal Smart City Development Corporation Limited

Name of Bidder:  
Bidder Signature with  
Seal Address:  
Date:

## **4.0 INSTRUCTION TO THE BIDDER**

### **ARTICLE-1: DEFINITIONS/ABBREVIATIONS**

In this document, unless the context specifies otherwise, the following words and phrases shall mean and include:

- 1) “NMSCDCL” shall mean Nashik Municipal Smart City Development Corporation Ltd.
- 2) “Agreement” means the document signed by the **NMSCDCL** and Bidder that incorporates any final corrections or modification to the Tender and is the Legal document binding both the parties to all terms and conditions of the Contract.
- 3) “Bid” means the complete bidding document submitted by the bidder to Chief Executive Officer, **Nashik Municipal Smart City Development Corporation Ltd. (NMSCDCL)** and shall include any corrections, addenda and modifications made therein.
- 4) “Bidder” shall mean a corporate entity or a society or a corporation or a firm eligible to participate in the tender in the stages of Pre-qualification, bidding process and shall include the successful bidder during the currency of the Contract.
- 5) “Proposal” means all documents and information submitted by bidder supporting its bid to provide the services to **NMSCDCL**, as required under this document.
- 6) “Contract Period” shall mean entire term of the contract.
- 7) “Contract” shall include the Terms of Reference accordance with the terms and conditions of the Agreement.
- 8) “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of bidder selection and contract execution.
- 9) “Authority” shall mean Nashik Municipal Smart City Development Corporation Ltd. (NMSCDCL), for this purpose.
- 10) “Operator/Agency” shall mean successful bidder shortlisted and allotted this work.
- 11) “Operator’s Equipment” shall mean all equipment, instruments, tools, machinery and other appliances and things of whatsoever nature required for the fulfillment of the Contract or of the Operator’s Obligations, but not including those items which are intended to form, or which form part of the event.
- 12) “Defects Liability Period” shall mean the defects liability period from date of inaugurations of the facilities up to the successful completion during which the selected agency shall undertake the responsibilities, and have the liability for the facility.
- 13) “Facility” shall mean the entire system to be designed and constructed in accordance with the provisions hereof, including pathways, structures, ramps, pits, pipes, fencing, lighting, testing and analysis equipment, tools, safety equipment, supplies, instruments and inventory incorporated therein, as well as all open areas within the site, and including any additions, modifications, alterations, replacement and repairs as may be made thereto from time to time and items executed under this contract.
- 14) “Financial Capability” means financial worthiness of bidders as per the terms of the Tender.
- 15) “Site” shall mean that specific area specified in the bid documents and shall include any other places as may be specifically designated by the **NMSCDCL** from time to time as forming part of the Site.
- 16) “Local Language” means the language declared by the concerned State Government as their official language.

- 17) "Selection Procedure" means the entire procedure conducted by **NMSCDCL** to select and appoint the Successful bidder for the provision of the Services pursuant to the Tender process and the subsequent negotiation, finalization and execution of the Agreement.
- 18) "Total Accepted Tender Value" means the total value of services and supplies as covered under this Tender and agreed upon by the Authority and the Bidder.
- 19) "Third Party Inspection" shall mean the agency appointed by the Govt. of India or its body to assist in Third Party Inspection and Quality Assurance related to appointing the bidder for venue preparation for the Event.
- 20) "**BOQ or Bill of Quantity**" means is specified works/services as shown in price bid.
- 21) "**Variation Order**" has the meaning ascribed to such term under article 7 of Special Conditions of Contracts, the Variation Order shall form a part of this Contract and shall be provided by and is enforced in the terms thereof unless specifically provided otherwise in the Variation Order.

## **ARTICLE -2: ELIGIBILITY CRITERIA FOR BIDDERS**

Tenderer should be a private/public limited company or proprietor firm should have work experience with any Government/Public Sector Undertaking/Semi-Government/Municipal Corporations/Smart Cities and should be in existing in India for a minimum period of Three years as on the BID due date. Joint Venture are not eligible to participate in this tender.

Tenderer shall be required to submit the enlisted documents along with Technical Bid, E.M.D. and tender fees. If documents are insufficient or it does not match the required criteria mentioned below, then the Price Bid of the tenderer shall not be opened.

### **Evaluation for Price/Financial Bid opening:**

Mainly tenderer shall fulfill following the qualification.

<b>S r</b>	<b>Qualification criteria</b>	<b>Documentary Evidence</b>
1	The bidder must be in the field of printing, supplying and installation of signages, glow- signs, retro-reflective etc. For at least Three (03) years as on date of publishing the bid.	Copy of work order / completion certificate / contract clearly indicating years in operation
2	The bidder must have executed work for supply and installation of signages, glow- signs, retro-reflective etc. to minimum one Government/Semi-Government/Municipal Corporations/Smart Cities	Copy of work order(s) / Completion certificate / Contract clearly indicating the amount, date and name of agency.
3	The bidder must have minimum average annual turnover of Rs. 25 lakhs from last three financial years i.e 2020-2021, 2021- 2022 and 2022-2023.	Copy of the Audited Profit and Loss statement and statutory auditor / CA certificate (Signed by C.A. with his stamp bearing Registration No. with UDIN) regarding turnover.
4	The bidder shall provide PAN, GST Registration Certificate. Along with IT Returns and Turnover Certificate of year 2020-2021, 2021- 2022 and 2022-2023.	A copy of PAN, GST Registration Certificate. The bidder shall also submit copy of the IT Returns and Turnover certificate of last three financial years (2020-2021, 2021-2022 and 2022-2023).

5	The bidder shall provide a valid EMD & Tender Fee acceptable to NMSCDCL. EMD deposit of <b>Rs. 50,000/-</b> and Non-refundable Tender fees of <b>Rs. 10,000/- + Rs. 90/- + 18% GST</b> through Mahatender portal	Tender fee and EMD through Mahatender portal
6	The bidder has to submit Affidavit attached in tender.	Format given in <b>Annexure-3</b>

\*Note: Work Experience of joint venture will not be considered.

**If Bidders shall have fulfilled the above criteria and submitting the above documents such bidder shall be called “Technically Eligible bidder” and such technically eligible bidder shall only be eligible for financial bid opening.**

### **Price/ Financial BID**

- a. Technically Competent Bidder with overall lowest price bid may be taken under consideration and if required further negotiate and finalize the price.
- b. **NMSCDCL** reserves the right to make the appointment of the Successful bidder subject to such further terms and conditions as it considers appropriate in relation to the Tender process and/or the provision of the services. **NMSCDCL** shall not be obliged to give any reason(s) for the selection and/or rejection of any Proposal or any part thereof.
- c. **NMSCDCL** reserves the right, at any time and in its absolute discretion, accept or reject Proposals, to pursue negotiations with any number of bidders, to withdraw from negotiations with any bidder at any time and to suspend, discontinue, modify and/or terminate the Tender process at any time.

### **ARTICLE –3: CORRECTION OF ERRORS**

Commercial Bid/Financial Proposal/Price Proposals determined to be substantially responsive will be checked by the **NMSCDCL** for any arithmetic errors. Arithmetic errors will be rectified on the following basis:

If there is discrepancy between total price bid amount and summary of total cost of all components/parts, then the following will be procedure.

- a) Where there is discrepancy between the rates in figures and in words, whichever is less shall govern.
- b) Where there is discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- c) If the total amount of bid quoted is less than actual summation of cost of all the components/parts as the case may be, then the total quoted amount shall govern and difference between the actual summation and amount quoted shall be considered as a discount.
- d) If total amount of bid is more than actual summation of cost of all components/parts as the case may be, then the individual cost of the components/parts shall govern and total amount shall be reduced to actual summation and it shall be considered as mistake in totaling.
- e) However, the decision of **NMSCDCL** in this regard shall be final and binding.

The amount stated in the Form of bid for Price Proposal will be adjusted by the **NMSCDCL** in

accordance with the above procedure for the correction or errors and, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, its bid will be rejected and the EMD may be forfeited in accordance with relevant clause.

#### **ARTICLE – 4: COMPARISON OF PRICE BIDS**

**NMSCDCL** will evaluate and compare only the bids determined to be substantially responsive in accordance with relevant clause.

**NMSCDCL** reserves the right to accept or reject any variation or deviation and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the **NMSCDCL**, may not be taken into account in bid evaluation.

#### **ARTICLE – 5: AGENCY TO PLEASE READ THIS CAREFULLY**

1. If the tender is taken in favour of the company, a company of attorney in favour of the person who may have signed the tender for the company must accompany him tender (if applicable).
2. Tenderer must pay earnest money deposited through Mahatender portal only.
3. Copies of certificate as regards previous experience, if any must accompany the tender.
4. Declaration showing all works on hand with the agency and the value of works that remains to be executed in each case must accompany the tender.
5. All pages of Tender & specification should be initialed by the Agency.
6. All corrections, erasures & over writing should be initialed by the Agency
7. Discrepancies and adjustment of errors: -Any error in quantity or amount in Price Bid showing item of words to be carried out shall be adjusted in accordance with the following rules: -
  - (a) In the work of a discrepancy between description in works and figures quoted by a tenderer in the 'rates' column, the descriptions in words shall prevail.
  - (b) In the work of an error occurring in the amount column of the price Bid showing items of works a result of wrong multiplication of the unit rate and quantity, the unit rate shall be regarded as firm and multiplication shall be amended on the basis of the rate.
  - (c) All the errors in totaling in amount column and in carrying forward total shall be corrected.
  - (d) Any rounding of amounts against item' or in totals' shall be ignored.  
The tendered sum so altered shall for the purpose of the tenders, be substituted for the sum originally tendered and considered for acceptance.
8. (i) It may please be noted that the tender shall be considered as invalid specially, if the requirements as per all conditions are not complied with before submitting the tender.  
(ii) Right is reserved to reject any or all tender without assigning any person thereof.
9. In addition to the above the tender will also be liable to be rejected outright if: -
  - (i) The tenderer proposes any alteration in the works specified or in the time allowed for carry out the work or any conditions or correction made in any code or made of Commercial Bid/Financial Bid/Price Bid or specifications.
  - (ii) Any of the page or pages of the tender is removed or replaced.
  - (iii) All corrections, additions or pasted slips are not initialed by the tenderer.
  - (iv) Any erasures are made by him in the tender and
  - (v) The tenderer or in the case of a firm, each partner or person holding the power of attorney thereof does not sign or the signature/s are not attested by a witness of the tender in the space for the purpose.
10. The agency should appoint a qualified engineer and he must remain present on site during working hours.
11. **Bidder shall quote the Item Rate and its GST as applicable. No other taxes shall be paid separately.**

- 12. Additional Item will be paid on Pro Rata basis or mutual agreed upon by Bidder and NMSCDCL.**
- 13. Payment will be done as per actual quantity being used.**
- 14.** The items and quantities are estimates only. The bidder will not be entitled to execute quantities and items as per BOQ, but will execute as per work order, specific instructions and upon approval only.
- 15.** Where there is discrepancy between the rates in figures and in words, whichever is less shall govern.
- 16.** Agency for Excess or Extra item need to take prior approval and also need to execute only after NMSCDCL instruction. Any work without instruction will not be considered for payment. As per item wise description agency has to carry out the work.
- 17.** No excess quantity for the Additional items as proposed by event agency will be paid extra.
- 18.** All item rates shall be filled separately. In case of non-fulfillment, the bid will be considered as non-responsive.
- 19.** Event agency shall have carefully carried out the work without damaging existing structure. If any damaged claimed by the authority same shall be recovered from final bill.
- 20.** Agency shall make provision for barricading during work.
- 21.** All Govt. norms Rules & regulation need to be followed properly on site. Any new rules related to plastic and other allied products should be followed.
- 22.** Necessary safety and security precautions must be ensured by the Agency for its manpower deployed for execution of work and also during the execution of the work.

Chief Executive Officer,  
Nashik Municipal Smart City  
Development Corporation  
Limited.

Name of Bidder:  
Bidder Signature with  
Seal Address:  
Date:

## **5.0 TERMS AND CONDITIONS**

### **ARTICLE -1: CHECK LIST OF DOCUMENTS COMPRISING THE BID**

The bid submitted shall have the following documents:

#### **Part-I**

1. Earnest Money Deposit and Tender Fees of the Tender. (Online)
2. **Affidavit on Non Judicial Stamp paper of Rs. 100/-(Annexure-3)** (Online)
3. Proforma of general Power of Attorney on Non Judicial Stamp paper of Rs. 500/- (**Annexure-4**) (if applicable) (Online)

#### **Part-II**

1. Technical Bid signed and sealed (with official seal) in Original and all pages with all pages duly numbered. (Through Mahatender Portal Only)
2. List of present Directors/owners/executive council members/trustees/ Board members as applicable. (Through Mahatender Portal Only)
3. Technical Proposal elaborating the Bidders concept of the proposed Project should include the following:
  - i. All the annexure except the financial bid format shall be submitted with Technical Proposal. (Through Mahatender Portal Only)
  - ii. Profile's Details of the Bidder (**Annexure-1**). (Through Mahatender Portal Only)
  - iii. As specified prescription of the prior experience as per format given in **Annexure-6**. (Through Mahatender Portal Only)
  - iv. Indemnity undertaking (**Annexure -7**). (Through Mahatender Portal Only)
4. A copy of PAN, GST Registration Certificate. The bidder shall also submit copy of the ITR Returns and Turnover certificate of last three financial years (2020-2021, 2021- 2022 and 2022-2023). (Through Mahatender Portal Only)
5. Checklist for The Bidder (**Annexure-5**).
6. Bidder shall submit a power of attorney authorizing the Signatory of the bid to sign and execute the contract. (Power of Attorney as per the format given in **Annexure -4. (if applicable)**) (Through Mahatender Portal Only)
7. Details in the formats as given at Annexures. (Please check all the Annexures)

#### **Part-III**

Financial Bid (**Bidder shall quote the rate item Rate and its GST as applicable to be submitted online only**). No deviations and/or non-compliance clauses shall be allowed.

## **ARTICLE-2: BIDDING DOCUMENT**

**2.1** Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submits a bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid.

## **ARTICLE -3: CLARIFICATION ON BIDDING DOCUMENTS**

**3.1** Bidders can seek written clarifications within stipulated time from the date of issue of the tender document to NMSCDCL. The clarification shall be issued without any delay.

## **ARTICLE -4: AMENDMENT OF BIDDING DOCUMENTS**

**4.1** At any time prior to the deadline for submission of bids, NMSCDCL for any reason whether as its own initiative or in response to the clarifications requested by prospective bidders may modify the bidding documents by amendment.

**4.2** All prospective Bidders who have received the bidding documents will be notified of the amendment through website [www.mahatenders.gov.in](http://www.mahatenders.gov.in) and such modification will be binding on them.

**4.3** In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, NMSCDCL, at its discretion, may extend the deadline for the submission of bids.

## **ARTICLE - 5: LANGUAGE OF BID**

**5.1** The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and NMSCDCL shall be in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English for purposes of interpretation of the bid the translation shall govern.

## **ARTICLE -6: COST OF BIDDING**

**6.1** The bidder shall bear all costs associated with the preparation and submission of the bid and NMSCDCL will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

## **ARTICLE - 7: BID FORMS**

**7.1** Wherever a specific form is prescribed in the tender document, the bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.

**7.2** For all other cases, the Bidder shall design a form to hold the required information.

**7.3** Authority shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms.



## **ARTICLE - 8: FRAUDULENT & CORRUPT PRACTICE**

**8.1** Fraudulent practice means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial on- competitive levels and to deprive the NMSCDCL of the benefits of free and open competition.

**8.2** Authority will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

## **ARTICLE - 9: LACK OF INFORMATION TO BIDDER**

**9.1** The bidder shall be deemed to have carefully examined all contracts documents to his entire satisfaction. Any lack of information shall not in any way relieve the bidder of his responsibility to fulfill his obligation under the document.

## **ARTICLE - 10: CONTRACT OBLIGATIONS**

**10.1** If after the award of the contract the bidder does not sign the agreement or fails to furnish the performance guarantee within the prescribed time limit, the NMSCDCL reserves the right to cancel the contract and apply all remedies available to him under the terms and conditions of this document.

## **ARTICLE - 11: BID PRICE**

**11.1** The Price bid should indicate the prices in the format/price schedule given in online Price bid. Bidder shall categorically confirm strict compliance with the followings in respect of their offer.

- a) Any effort by a bidder or bidder's agent/consultant or representative howsoever described to influence the NMSCDCL in any way concerning scrutiny/ consideration/ evaluation/ comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- b) The Bidder should indicate a single consolidated rate for contract period based on the payment terms specified in the tender.
- c) Bids should be submitted directly by the bidder.

## **ARTICLE - 12: BID CURRENCY**

**12.1** For the services required in the tender the prices shall be quoted in Indian Rupees. Payment for such services as specified in the agreement shall be made in Indian Rupees only.

## **ARTICLE - 13: EARNEST MONEY DEPOSIT (EMD)**

**13.1** The bidder shall furnish, as part of the Bid, an EMD for the amount of **Rs. 50,000/- (Rupees Fifty Thousand Only)** (Through Mahatender Portal Only).

**13.2** No interest shall be paid on Bid Security/EMD.

**13.3** EMD of bidders not short-listed will be refunded within 30 days from the date of declaration of short-listed bidders. If the bidder is short-listed then the security will be refunded within 30 days from the date of signing of the Agreement.

**13.4** The successful bidder's bid security will be discharged upon the bidder signing the contract/Agreement, and furnishing the Security Deposit as a Bank Guarantee.

**13.5** The Bid Security/EMD may be forfeited either in full or in part, at the discretion of NMSCDCL, on account of one or more of the following reasons:

- a) The bidder withdraws their bid during the period of bid validity specified by them on the bid letter form.
- b) Bidder does not respond to requests for clarification of their bid.
- c) Bidder fails to co-operate in the bid evaluation process, and
- d) In case of a successful bidder, the said bidder fails:
  1. To sign the Agreement in time or
  2. To furnish Security Deposit

#### **ARTICLE - 14: PERIOD OF VALIDITY OF BID**

**14.1** The offer should be valid for acceptance for a minimum period of 120 days from the date of opening of the Price Bid. If required, NMSCDCL may request the bidder to have it extended for a further period.

#### **ARTICLE - 15: CONDITIONAL BID**

**15.1** Conditional Bids: All the terms and conditions mentioned herein must be strictly adhered to by all bidders. Conditional tenders shall not be accepted on any ground and shall be subject to rejection without assigning any reason.

#### **ARTICLE - 16: BID SUBMISSION (Online)**

Bidder shall submit their bids in TWO SEPARATE PARTS,

**PART-I: Following documents shall only be submitted on Mahatender Portal (Online) by the bidder:**

- (1) Tender Fee, (2) EMD, (3) Affidavit (Annexure-3), (4) Performa of General Power of Attorney (If applicable) (Annexure 4). **Duly sign copy of TECHNICAL BID complete with all supporting documents** must be submitted online on [www.mahatenders.gov.in](http://www.mahatenders.gov.in). It should not be sent physically, if submitted physically the bid shall be rejected.

**PART-II:** Price bid must be filled online only on [www.mahatenders.gov.in](http://www.mahatenders.gov.in). It should not be sent physically, if submitted physically the bid shall be rejected. Original FINANCIAL BID online Only with full price details.

**ARTICLE -17: BID DUE DATE & LATE BID**

- 17.1 Bid must be received by the **NMSCDCL** at the address specified in the Tender Document not later than the date specified in the bid. Late bid shall be out rightly rejected by **NMSCDCL**.
- 17.2 Any bid received by **NMSCDCL** after the bid due date/time prescribed in the tender documents shall be rejected.

**ARTICLE -18: FIRM PRICES & BID CURRENCY**

- 18.1 Prices quoted must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. Prices shall be expressed in Indian Rupees (INR) only.

**ARTICLE 19: MODIFICATION AND WITHDRAWAL OF BID**

- 19.1 The bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification included substitution or withdrawal of the bids, is received by the **NMSCDCL** prior to the deadline prescribed for submission of bids.
- 19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in a manner similar to the original bid
- 19.3 No bid may be modified subsequent to the deadline for submission of bids.
- 19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid letter form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its Bid security.

**ARTICLE 20: ACCEPTANCE OF TERMS & CONDITIONS**

- 20.1 The bidder will, by taking participation in the bidding process and submitting the bid documents, be deemed to have thoroughly read, studied and understood the bid documents including scope of work, the terms and conditions, instructions, etc. referred there in and the same are acceptable to the bidder.

**ARTICLE - 21: CONTACTING THE NMSCDCL**

- 21.1 Bidder shall not approach **NMSCDCL** officers outside of office hours and/or outside the **NMSCDC** premises, from the time of the Bid opening to the time the Contract is awarded.
- 21.2 Any effort by a Bidder to influence the **NMSCDCL** officers in the decisions on bid evaluation bid comparison or contract award may result in rejection of the bidder's offer. If the bidder wishes to bring additional information to the notice of the **NMSCDCL**, it should do so in writing.

**ARTICLE - 22: BID EVALUATION**

**Parameters and Procedure of Evaluation**

- 22.1 The agency will be selected on the basis of Quality and Cost Based Selection (QCBS) Method. Prior to evaluation of Proposals, the **NMSCDCL** will determine whether each Proposal is responsive to the requirements of the RFP.
- 22.2 The bidder fulfilling the qualification criteria and eligibility criteria mentioned in this document shall be shortlisted after price bid opening.
- 22.3 Bidders submitting the bids should clearly understand that any or all parts of their bids are liable to be part of the negotiation procedure.

**ARTICLE-23: NMSCDCL's RIGHT TO VARY SCOPE OF CONTRACT AT THE TIME OF AWARD**

**23.1** If any such change causes an increase or decrease in the cost of or the time required for the Bidder performance of any part of the work under the Contract whether changed or not changed by the order an equitable adjustment shall be made in the Contract Price or schedule of implementation, or both, and the Contract, shall, accordingly be amended. Any claims by the Bidder or adjustment under this Para must be asserted within thirty (30) days from the date of the Bidder receipt of the NMSCDCL changed order.

**ARTICLE-24: NMSCDCL RIGHTS TO ACCEPT BID AND TO REJECT AN YOUR ALL BIDS**

**24.1** NMSCDCL reserves the right to reject any bid and to annul the bidding process and reject allbids at any time prior to award of Contract. Without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for such decision.

**ARTICLE - 25: SIGNING OF CONTRACT**

**25.1** Within Ten (10) days of receipt of the Contract Agreement, the successful bidder shall sign and date the Contract Agreement and return it to the NMSCDCL. Extension of the time contained in this clause shall be at the sole discretion of the employer. Failure on the partof bidder to sign the contract agreement within the prescribed time shall empower the employer to cancel the Letter of Acceptance and take appropriate action against the contract including forfeiture of the 'EMD' and black listing of the bidder.

**25.2** The person to sign the Contract Agreement shall be the person as described in relevant clause.

**25.3** It shall be incumbent upon the successful bidder to pay stamp duty on the Contract and all other legal charges for preparation of the Contract Agreement, as ruling on the date of execution of the Contract as specified in the Conditions of Contract.

**ARTICLE - 26: SECURITY DEPOSIT**

**26.1** The successful bidder will be required to place Security Deposit at **5%** of the consideration of the Contract by Demand Draft/Bank Guarantee of at Nashik in favour of NASHIK MUNICIPAL SMART CITY DEVELOPMENT CORPORATION LIMITED. of any scheduled commercial/nationalized bank within 10 days from the date of notice of award of contact. The EMD placed may be considered for conversion towards the security deposit and amount falling short of the required amount shall be payable.

**26.2** In case of bidder do not perform the work at all, or bidder shuts down the services of workbefore the duration of as agreed upon, the amount of security deposit shall be forfeited and the agency shall be blacklisted. It may also result into heavy penalty as decided by NMSCDCL.

**ARTICLE – 27: FORFEITING OF SECURITY DEPOSIT**

**27.1** If bidder fails to sign the contract /agreement within the prescribed time shall empower NMSCDCL to cancel the LOI and take appropriate action against the contract including forfeiture of the 'EMD' and black listing of the bidder.

**27.2** The successful bidder shall be required to give satisfactory assurance of its ability and intention to complete the works pursuant to give the Contract, within the time set forth therein and according to the terms, conditions and specifications of contract. Failing to which, shall lead to forfeit of security deposit.

The security deposit may be fortified in case of but not limited to this:

(1) In case of complains in regards to poor performance or on -performance of

facilities as mentioned in tender documents

(2) In case of damage to **NMC/NMSCDCL** property

(3) In case of Termination of Contract by **NMSCDCL** for any breach of contract mentioned in this document/agreement

**27.3** In case, if bidder does not perform the said work at all, or bidder shuts down the services before the duration as agreed upon, the amount of security deposit/bank guarantee shall be forfeited and the bidder shall be blacklisted. It may also result into heavy penalty as decided by **NMSCDCL**.

## **ARTICLE – 28: INSURANCE**

Agency shall at his own expenses carry and maintain with reputable Insurance Companies to the satisfaction of owner as follows:

Agency shall, at its own cost, take out necessary Insurance Policy/ Policies so as to provide adequate Insurance cover for execution of the awarded contract work from the “Directorate of Insurance, Maharashtra State, Mumbai” only. It’s Postal address for correspondence is “264 MHADA, First Floor, Opp. Kalanagar, Bandra (East), Mumbai – 400 051”. (Telephone Nos. 6438690/ 6438746, Fax No. 6438461). Insurance Policy/ Policies taken out from other Company will not be accepted. However, if the agency desire to effect insurance with any local officer of any insurance Company, that should be under the coinsurance-cum-servicing arrangement approved by Directorate of Insurance. If the policy taken out by the agency is not on coinsurance basis, i.e. G.I.F. 60% and Insurance Company 40%, the same will not be accepted and the amount of premium calculated by Directorate of Insurance will be recovered directly from the amount payable to The agency for the executed contract work which may please be noted.

### **28.1 Employees State Insurance Act:**

Agency agrees to and does hereby accept full and exclusive liability for compliance with all obligations imposed by the Employees' State Insurance Act 1948, and Contractor further agree to defend, indemnify and hold owner harmless from any liability or penalty which may be imposed by the Central or State Government of Local authority by reasons of any asserted violation by contractor Sub-Contractor of the Employees' State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against owner arising tender, growing out of or by reasons of the work provided for by this contract whether brought by employees of Contractor, by third parties or by Central or State Government authority or any administrative Sub-division there of Contractor agrees to fill in with the Employees State Insurance Corporation, the declaration from and all forms which may be required in respect Contractor's or Sub-contractor's employees these aggregate remuneration is Rs. 400/- p.m. or less and who are employed in work provided for or those covered by E.S.I from time to time under the agreement. The Contractor shall deduct and secure the agreement of the Sub-contractor to deduct the employees' contribution as per the first Schedule of the Employees' State Insurance Act from wages. Contractor shall remit and secure the agreement of Sub-contract or to remit to the State Bank of India Employees' State Insurance Corporation Accounts, the employees contribution as required by the Act Contractor agrees to maintain all cares and record as required under the Act in respect of employees and payments and contractor shall secure the agreements of the sub-contractors to maintain such records, any expenses incurred for the contributions or maintaining records shall be to contractor's or sub-contractor' account. Owner shall retain such sum as may be necessary from the contract value until contractor shall furnish satisfactory proof that all contribution as required by the Employees' State Insurance Act 1948 have been paid.

## **28.2 Workman's Compensation and Employees Liability Insurance:**

Insurance shall be affected for all agency employees engaged in the performance of this contract.

**28.3 Other Insurance required under law or regulation by owner:** Agency shall also carry and maintain any and all other insurance which may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance which may be required by owner.

## **ARTICLE – 29: SUBCONTRACTING**

**29.1** The subcontracting is not allowed and the successful bidder will be required to execute the work under this bid.

## **ARTICLE-30: ARBITRATION**

30.1 If a dispute of any kind whatsoever arises between the NMSCDCL and Bidder in connection with, or arising out of, the contract or the execution of the works or after their completion and whether before or after the repudiation or other termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 or any statutory amendment thereof.

30.2 The reference to arbitration may proceed notwithstanding that the works shall not then be or be alleged to be completed, provided always that the obligations of the NMSCDCL, the bidder shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to spend the works payments to the bidder shall be continued to provided by the Contract.

30.3 Arbitration proceedings shall be held at NMSCDCL and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

30.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the NMSCDCL and the bidder. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.

30.5 All arbitration awards shall be in writing and shall state the reasons for the award.

## **ARTICLE – 31: BID CORRENDUM / CLARIFICATIONS**

**31.1** The bid corrigendum if any shall be provided through (n)procure only. All the clarifications if required shall be raised through email.

## **ARTICLE -32: COMPLETION OF CONTRACT**

**33.1** The period of completion of this work will be 45 days.

**33.2** On the date of Contract Completion or if the Contract is terminated all the installations, works and equipment placed under the bidder's responsibility shall be handed over to the NMSCDCL, at no cost, in good working order, except for normal wear and tear. NMSCDCL may perform any inspections, tests or expert appraisals he shall consider necessary with a view to checking that the property is in good working order.

**33.3** By placing the trough NMSCDCL, The Bidder may participate in the bid by quoting for one, more or all the items depending on his capability to supply & installation of signages and billboard etc.

## **6.0 TERMS OF REFERENCE**

### **ARTICLE –1: SCOPE OF SERVICES**

The scope of supply and services include supply & installation of different type of branding/labelling materials like wall mounted board, Pole Signages and Floor mounted Billboard Signages, Standees etc. as per the design and data given in this tender. The agency is also required to provide all escorting services as per this tender. The activities of the successful bidder would include all the necessary tasks to execute the work as per the BOQ provided as part of this document but not limited to this.

- Bidder to understand the Style Palette \_Labeling Strategy – Smart Cities Mission (attached) in details and quote the rates for the installations accordingly.
- Bidder to procure all the materials as per the specifications stated in the document namely Style Palette \_Labeling Strategy.
- Bidder shall have to get the Sample (as and when asked) approved from the NMSCDCL prior to the installations. Bidder shall have to submit 3-D images of all the installations for reference along with the samples.
- Bidder is required to under the bid document and also Annexure-15 while executing the work as per the direction of the NMSCDCL.
- If required bidder will be required to showcase the prototype without any additional cost to NMSCDCL for its approval.
- Bidder to procure all the materials as per the specifications stated in tender document.
- Bidder to install the signage, wall mounted board, billboards as the case may be at the place as specified by the NMSCDCL.
- Bidder to make necessary provisions in terms of manpower, vehicle, tools & tackles and other accessories and consumables to deliver the scope of services under this tender without any additional financial burden to NMSCDCL.
- Bidder will be required to ensure strict compliance of the deliverables to the specifications under this tender.
- Bidder shall prepare a completion report post installation at all the locations. Completion report shall include:
  - a) Before and after installation images
  - b) Date and Time stamp of the locations
  - c) Actual dimension, Type of installation and material used
- Completion report shall include before and after installation images of each and every location provided by NMSCDCL.
- All the location should be clean after and before installation of signages and billboard etc.
- The transportation cost for installation will be borne by the agency for installation of signages and billboard etc.
- Bidder will ensure that while carrying out the work not damage is done to on ground or underground property/utility and in case of any such damage, it will be the responsibility of the bidder to make it good with.
- In case of civil work requiring water curing, the bidder will be responsible for proper curing at respective sites.

### **ARTICLE –2: SITE VISIT**

Bidder is advised to depute a suitable team to visit the site to fully understand the job and ascertain the difficulties that may be encountered during execution of works and for obtaining all information for himself on his own responsibility that may be necessary for preparing the bid and entering into Contract. The site visits shall be entirely at bidder's own expense.

### **ARTICLE -3: USE AND CARE OF SITE**

- i.** The bidder shall not demolish, remove or alter structures or other facilities on the site without prior approval of **NMSCDCL**.
- ii.** All garbage/debris shall be removed from site daily or as they accumulate. All garbage/debris shall be disposed to the approved locations by **NMSCDCL**. The necessary materials required i.e. cartoons/ dustbins etc to be provided by the agency at his cost. The transportation for disposing the debris shall also be arranged by the bidder. The Wastedisposal shall be done in sealed condition without affecting the Environment.
- iii.** All surface and sub-soil drains shall be maintained in a clean, sound and satisfactory state of performance.

### **ARTICLE-4: SAFETY MANAGEMENT AND RESPONSIBILITIES**

The bidder shall be responsible for ensuring the fitness and safety of all persons employed at work. In this regard, the supervisor must be present on site at all times of work to carry out safety audit checks to ensure safety requirements are properly observed. Smoking & Consumption of Liquor in any form is not allowed on site.

The agency is responsible to ensure that necessary and adequate personal protective equipment's are all the times available for the service personnel working.

The carrying and consumption of intoxicating liquor, drugs or other substances that may affectthe proper performance is strictly prohibited in the depots.

### **ARTICLE-5: OVER HEAD WIRES & CABLES**

Assume that overhead wires & cables are live at all times, and must not work near or on them.

### **ARTICLE -6: FIRE**

Know fire escape route. When fire alarm bell sounds, stop working immediately, switch off equipment being used and report the appropriate fire officer.

### **ARTICLE -7: SAFETY RULES AT WORK**

The bidder's supervisor is responsible for ensuring that the workers comply with the safety rules at work.

### **ARTICLE-8: ACCIDENTS**

It shall be the sole responsibility of the agency to adopt all the safety measures & deploy personnel who are adequately trained in safety.

- a)** If any accident occurs due to operations or due to negligence on the part of the agencies' personnel. it shall be the full responsibility of the Agency.
- b)** If any damage occurs to the structures/ material & equipment as well as rolling stock dueto erection operations, the cost of damage will be recovered from the agencies bill.

### **ARTICLE -9: STAFF AND LABOUR**

Areas on able proportion of the applicant's superintending staff shall have a working knowledgeof, Marathi/Hindi/English languages.

### **ARTICLE-10: EPIDEMICS**

In the accommodation facility of any outbreak of illness of an epidemic nature, the applicant shall comply with and carry out such regulations, orders and requirements as may necessary



and issued by the Government, or the local medical or sanitary authorities, for the purpose of dealing with and overcoming the same.

**The bidder will also specifically observe guidelines from time to time, regarding the covid 19 pandemic.**

#### **ARTICLE -11: ALCOHOLIC LIQUOR OR DRUGS**

The bidder shall not, otherwise than in accordance with the statutes, ordinances and government regulations or orders for the time being in force, impart, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or suffer any such importation, Sale, gift, barter or disposal by his agents, staff or labour.

#### **ARTICLE-12: ARMS AND AMMUNITION**

The bidder shall not have, barter or otherwise dispose of to any person or persons, any arms orammunition of any kind or permit or suffer the same as afore said.

#### **ARTICLE-13: ASSIGNMENT**

The bidder shall not sub-contract any part of his obligation to any third party without prior approval of the **NMSCDCL**.

#### **ARTICLE-14: VARIATION, MODIFICATION**

- i.** Quantity of items may vary according to requirements of the work; same basis of pricingshall be applicable.
- ii.** If the additional or altered work includes any class of work for which no rate is specifiedin the schedule contract, then such class of work shall be carried out:
  - (a)** At the rate derived from the item within the contract which is comparable to the one involvingadditional or altered class of work; where there are more than one comparable items, the itemof the contract which is nearest in comparison with regard to class or classes of the work involved shall be selected and the decision of the **NMSCDCL** as to the nearest comparable item shall be final and binding on the bidder.
  - (b)** If the rate cannot be derived in accordance with (a) above, such class of works shall be carriedout at the market rate. The detail cost break up shall be provided by the bidder for such items.
  - (c)** If it is not possible to arrive at the rate from (a) and (b)above, such class of work shall be carried out at the rate decided by the competent authorities on thebasisofdetailedrateanalysisafterhearingthebidderbeforeaCommitteeformed by **NMSCDCL**stationed at the same place or the nearest place, as may be appointed by **NMSCDCL**.
  - (d)** Bidder shall not execute the extra/additional work without prior approval of the **NMSCDCL**. Anyextra item if executed must have written consent of the concerned decision maker and to be submitted with detail cost analysis.
  - (e)** The bidder shall keep all the joint records of measurement duly signed by the Bidder with proper justification as and when require. No extra cost or rate shall be considered if bidder isunable to justify the extra or additional work. If required the measurements shall be supportedby Total Station Survey.

Chief Executive Officer,  
Nashik Municipal Smart City Development Corporation Limited.

## **7.0 SPECIAL CONDITIONS OF CONTRACT**

### **ARTICLE -1: PRICE VALIDITY**

The prices quoted shall be valid for a period of 6 months from the issuance of the work order. The selected bidder will be bound to carry out the work as per the approved rate during this period without any escalation in the price.

### **ARTICLE -2: BIDDER'S OBLIGATION**

- 1) The bidder shall be fully responsible for site review and conforming to relevant Indian or International standards as per scope of work and base specifications furnished in this biddocument. The bidder shall be responsible for supplying and installation of signages and billboards etc. including Printing Transportation, Complete Management, Coordination, Testing and Commissioning.
- 2) Information, material etc. borrowed by the bidders, if any, shall remain the property of theNMSCDCL and shall be provided by the **NMSCDCL** for information, solely for the purpose of execution of this Contract. All such borrowed material shall be sole property of the NMSCDCLand shall be returned to **NMSCDCL** after submission of the bids.
- 3) The bidder shall take into consideration all aspects of the work at the time of bidding, namely, though not restricted to:
  - Installation, Transportation etc. works under the scope
  - Quality control
  - Environmental and social safeguards
  - Security and risk coverage
- 4) The bidder has to keep in mind that if selected for the award of contract he shall have to ensure that in any case no damage is caused to the environment while executing the work.
- 5) Necessary safety measures shall be the responsibility of the bidder. Any loss of human/cattle or damages or so, shall be the responsibility of the bidder including any liability and/or compensation to be paid towards the life lost damages so caused.
- 6) Once the event is completed, the debris and other waste material shall be removed and shifted to safe place, as directed.
- 7) The workmanship shall be of high order and quality so as to prevent facility accidents anddamaging the environment and surroundings.
- 8) No Damage shall be caused to the existing structure if any. The selected bidder shall be held responsible in occurrence of any such incident and will be responsible for the cost of required rectifications.
- 9) Site shall be returned to the **NMSCDCL** as it was in the original condition and completely free of any garbage and temporary structures.
- 10) The bidder shall bear all costs associated with the preparation and submission of its bid, and the **NMSCDCL** in no case is responsible or liable for these costs, regardless of the outcomeof the bidding.

### **ARTICLE -3 : BIDDER/ AGENCY ALL RISKS POLICY (CAR)**

- a) Bidder/ Agency All Risk policy should be taken by all workers deployed which offers comprehensive and adequate protection against loss or damage in respect of contract works, construction plant and equipment and/ or construction machinery, as well as third party claims in respect of property damage or bodily injury arising in connection with the execution of work.
- b) The Bidder/ Agency agrees and undertakes that all risks of loss of or damage to physical property and/or of personal injury and death which may arise during and as a consequence of execution of Works shall solely be attributable to the Bidder/ Agency.
- c) The Bidder/ Agency agrees and undertakes that all risks and consequences arising from the inaccuracies or falseness of the documents and/or information submitted by the Bidder/ Agency shall be the responsibility of the Bidder/ Agency alone, notwithstanding the fact that designs/ drawings or other documents have been approved by NMSCDCL.
- d) It is also agreed that NMSCDCL shall not be liable in any manner on account of grant or otherwise, of any approval under this Contract and that such approval or denial thereof shall not in any manner absolve the Bidder/ Agency from any liability or obligation under this Contract or under any Applicable Law.

### **ARTICLE -4: NMSCDCL'S OBLIGATION**

- i) NMSCDCL will provide site for the said work.
- ii) Grant in a timely manner all such approvals, permissions and authorizations which the Bidder may require or is obliged to seek from in connection with execution of the work and the performance of the bidder obligations.
- iii) NMSCDCL shall appoint an authorized person as 'Coordinator – NMSCDCL to coordinate with the Bidder in all matters related to project for the successful execution of the work and to be responsible for all necessary exchange of information required.

### **ARTICLE - 5: LIQUIDATED DAMAGES**

The completion period of the entire work shall be as per the dates specified for the work; this shall be deemed to be the essence of the contract. The time limit specified above and as approved in writing by NMSCDCL, shall be strictly adhered to and followed. Liquidated Damages will be applicable, on the entire value of the contract. In case of delay in completion of a specific job beyond the date of completion given by the bidder and accepted by NMSCDCL, unless extended by NMSCDCL in writing, damages would be applicable at the rate of Rs. 10,000/- per day for delayed supply and installation till completion. The total **damages** could be up to **10%** of the Consideration of Contract and the decision of NMSCDCL shall be treated as final in such cases.

The damages shall be recoverable from the Deposit/Bills provided by the bidder and if the Security Deposit is not sufficient, from any sum payable to the bidder under this or any other Contract with NMSCDCL.

In case of delay to deliver the work within stipulated program, NMSCDCL reserves the right to terminate the contract and get all the jobs or the delayed job completed through another agency of its choice. Any extra expenditure that NMSCDCL will have to incur for completion of the balance job/s through another agency on account of higher rates quoted by the agency will be recovered from the bidder's account, retention money, Security deposit. Moreover, NMSCDCL shall be entitled to all other legal proceedings as may be required for shortfalls in recovery.

#### **ARTICLE - 6: TERMINATION OF THE CONTRACT**

NMSCDCL will have the right to cancel the contract if the Bidder commits breach of any or all conditions of the contract. Breach of Contract includes, but not limited to the following:

- a) It is found that the schedule of implementation of the work is not being adhered to.
- b) Bidder stops work and such stoppage has not been authorized by **NMSCDCL**.
- c) Bidder may become bankrupt or goes into liquidation other than for project or amalgamation.
- d) **NMSCDCL** gives notice to correct a particular defect/irregularity and the Bidder fails to correct such defects/irregularity within a reasonable period of time determined by the **NMSCDCL**.
- e) Any action/omission not in line with laws of State Government/ **NMSCDCL**.
- f) If in the judgement of authority, agency has engaged in corrupt or fraudulent practices/submitted fabricated documents in competing for or in executing the contract.

#### **ARTICLE - 7: VARIATION**

- a) The Bidder/ Agency acknowledges and agree that **NMSCDCL** shall have the right to issue a Variation Order during the performance of this Contract to change the scope of work as stipulated under this Contract.
- b) Any Variation Order by **NMSCDCL** which has the effect of addition or deletion of a significant scope of work as stipulated under this Contract and which results whether on its own or cumulatively with any other Variation Order issued by **NMSCDCL** under this Contract in the past in an increase or a reduction of the Contract Price not exceeding 25 % (twenty five percent) shall be acceptable to the Bidder/ Agency on terms and conditions as may be stipulated by **NMSCDCL** in such Variation Order.

#### **ARTICLE - 8: SUSPENSION**

**NMSCDCL** may by a written notice of suspension to the Bidder, suspend the contract if the Bidder fails to perform any of its obligations under this contract (including the carrying out of the services) provided that such notice of suspension:

1. Shall specify the nature of the failure and
2. Shall request the bidder to make good such failure within a specified period from the date of receipt of such notice of suspension by the bidder.

#### **ARTICLE -9: DETAILS TO BE KEPT CONFIDENTIAL**

The Bidder shall treat the details of the contract as private and confidential, save in so far as may be necessary for the purposes thereof, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the **NMSCDCL**. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the **NMSCDCL** whose decision shall be final.

The Bidder or his representative should neither disclose the data of work nor sell the data or use it for commercial exploitation or research work without the written permission of the **NMSCDCL**.

#### **ARTICLE -10: TRANSFER OF RIGHTS**

The Bidder shall not transfer the Contract to anybody except with the prior permission of the **NMSCDCL**.

## **ARTICLE - 11: ELIGIBLE PLANT, MATERIALS, EQUIPMENT AND SERVICES**

For the purpose of these Bid documents, the word “works” means Supply & Installation for Labelling of Projects Executed by Nashik Smart City Under Smart Cities Mission Using Signages, Billboards Etc with the other services to be carried out by the bidder within the scope and ambit of the Contract.

## **ARTICLE -12: PAYMENT TERMS**

### **a) Payment of Professional Fees**

NMSCDCL hereby agrees to pay the amount of consideration of the contract including its professional services to bidder which is amount of the work order. The amount of work is inclusive of design fees, execution, hiring, transportation, conveyance, handling, loading, unloading, fabricating, erecting, installation, commissioning, supervising, overheads, services, other infrastructure, housekeeping, consumables, tools, services, advertising tax (if any) etc.

### **b) Mode of Payment**

After the work, the payment will be made according to the work done as per the item mentioned in the price bid/financial bid.

### **c) Extra Item Payment**

Extra items made as required for the work will be approved and paid for with the approval of the **CEO, NMSCDCL**. If required will further negotiate and finalize the price for extra item payment.

## **ARTICLE -13 OTHER SPECIAL CONDITION OF TENDER**

1. Bidder shall be liable for all necessary work for supplying installation of signages, wall mounted board, billboard etc.
2. Bidder shall be liable for providing, laying and fixing signages, wall mounted board, billboard at various project location provided by NMSCDCL without any other cost like transportation, labor etc.
3. The concept developed shall be consistent with theme as directed by **NMSCDCL/authority**.
4. The bidder shall visit the sites before applying.
5. Bidder shall not, without the written sanction of **NMSCDCL**, make any deviation in the design, details, specifications, etc.
6. If the bidder fails to deliver required work as per agreed schedule or quality, **NMSCDCL** can appoint other agencies; contractor and actual payment made to these agencies shall be debited to the bidder.
7. Quality and finishing of all work will be reviewed after final execution of work. Any deviations or non-compliance from approved designs is bound for deductions.
8. Stipulated time frame for completion of necessary structures is to be implemented. In case of any deviations a penalty will be imposed upon as per the directions of **NMSCDCL**.
9. Stipulated Tender requirements indicated/mentioned in the terms in bids are to be complied. Non-compliance with such conditions/noncompliance to project schedules resulting in to delays of works/inferior quality of execution of works/non-compliance to any services can lead to penalty as finalized by the **NMSCDCL**.
10. Necessary changes/suggestions suggested by the **NMSCDCL** during execution of the works are to be incorporated at no additional/extra cost.
11. Any change of work/deviation in case of quantity/area increase shall be as per the

directionsof **NMSCDCL**.

**12.** Joint measurements along with **NMSCDCL** shall be considered valid.

**13.** Standard Operating Procedures /Policy guide lines issued by **NMSCDCL** from time to time will have to be adhered to by the agency and be enforced by **NMSCDCL**.

#### **ARTICLE -14 DEFECT LIABILITY PERIOD**

1. The Defect Liability Period shall commence on the date of issuance of the Completion Certificate to the agency and shall continue till 1 (One) year.
2. The Agency shall promptly rectify all defects pointed out by **NMSCDCL** well before the end of the Defect Liability Period of 1 years. The Defect Liability Period shall automatically stand extended until the defect is rectified.
3. In the event of the agency failing or neglecting to commence execution of the said rectification work pertaining to the work the period prescribed thereof in the said notice and/or to complete the same as aforesaid as required by the said notice, **NMSCDCL** shall get the same executed and carried out internally or by any other agency at the risk and cost of the agency.
4. The agency shall forthwith on demand pay to **NMSCDCL** the amount of such cost, charges and expenses sustained or incurred by **NMSCDCL** of which the certificate of the Engineer in charge shall be final and binding on the agency. Such cost, charges and expenses shall be deemed to be Damages and shall be liable to be recovered from the Performance Security. **NMSCDCL** shall also be entitled to deduct the same from any amount, which may then be payable or which may thereafter become payable by **NMSCDCL** to the Contractor either in respect of the said Work or any other work whatsoever.
5. **Notice of Defect**  
**NMSCDCL** shall provide the agency a notice stating the nature of any defect in the work, together with all available evidence, promptly following the discovery of such defect. **NMSCDCL** shall afford all reasonable opportunity to the agency to inspect any such defect. The agency shall, within 7 (seven) days of the notice from **NMSCDCL** in this regard, submit to **NMSCDCL** details of the proposed re-performance of the work and/or the repairs or replacements, which it proposes to make, the estimated duration of the repairs or the duration required to effect the replacement works, details or parts of the work and the proposed dates for such re-performance, repairs or replacements. All works and repairs and replacements under the Defect Liability Period shall be carried out at a time and for periods agreed with **NMSCDCL**.

#### **ARTICLE -15 CHECK MEASUREMENT**

1. **NMSCDCL** reserves to itself the right to prescribe a scale of check measurement of Work in general or specific scale for specific works or by other special orders.
2. Checking of measurement by the Engineer-In-Charge shall supersede measurements by subordinate officer(s), and the former will become the basis of the payment.
3. Any over/ excess payments detected, as a result of such check measurement or otherwise at any stage during the Term, shall be recoverable from the agency.

Chief Executive Officer,  
Nashik Municipal Smart City  
Development Corporation Limited..

Name of Bidder:  
Bidder Signature with  
SealAddress:  
Date:

## **8.0 ANNEXURES**

### **ANNEXURE – 1** **BIDDER'S** **DETAIL**

<b>1</b>		<b>Details of responding firm/company</b>	
a.	Name of the Bidder		
b.	Address		
c.	Telephone		Fax:
d.	Website		
e.	Are you a Manufacturer / Authorized dealer / Sub dealer / Any other		
f.	Income Tax Number [PAN]		
g.	Goods & Service Tax (GST) No.		
<b>2</b>		<b>Information about responding firm / Company</b>	
a.	Address of Head Quarter/Head Office		
b.	Address of Registered Office		
c.	No. of years of operation in India		
d.	Turnover (figures as per last three audited balance sheets are to be provided)	Yr.-1 (2020-2021)	
		Yr.-2 (2021-2022)	
		Yr.-3 (2022-2023)	
<b>3</b>		<b>Details of Contact Person</b>	
a.	Name		
b.	Designation		
c.	Address		
d.	Telephone No.		
e.	Mobile No.		
f.	Fax No.		
g.	E-mail		
<b>4</b>		<b>Details of Authorized Signatory</b>	
a.	Name		

b.	Designation			
c.	Address			
d.	Telephone No.			
e.	Mobile No.			
f.	Fax No.			
g.	E-mail			
<b>5</b>	<b>Forum of Business (Select appropriate option and provide the Registration Details along with attested copies of certificates)</b>			
<b>#</b>	<b>Forum of Business</b>	<b>Yes/ No</b>	<b>Registration Details (submit attested copies of certificates)</b>	<b>Validity Date</b>
h.	Sole Proprietor? (Registration Number under Shops and Establishment Act.)			
k.	Public Limited Company under The Companies Act?			
l.	Private Limited Company under The Companies Act?			

Name of Bidder:  
Bidder Signature with  
SealAddress:  
Date:



**ANNEXURE -2**

**TECHNICAL PROPOSAL SUBMISSION LETTER**

(To be submitted on Bidder's letterhead duly signed by Authorized signatory)

To:

The Chief Executive Officer,  
Nashik Municipal Smart City Development Corporation Limited.  
4th Floor, Loknete Panditrao Khaire Panchvati Divisional Office, Nashik Municipal Corporation,  
Makhmalabad Naka, Panchavati, Nashik-422003

Date:

**Sub:** Compliance with the bid terms and conditions, specifications and Eligibility Criteria

**Ref:-** Bid for Appointment Of An Agency For Supply & Installation For Labelling Of Projects Executed By Nashik Smart City Under Smart Cities Mission Using Signages, Billboards Etc.

Respected Sir:

With reference to above referred bid, I/We, <<Name of Signatory>>, in the capacity of <<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>.

I/We the undersigned, hereby submit our proposal along with the necessary documents. The information/documents furnished along with the above application are true and authentic to the best of my/our knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

I/We have thoroughly & carefully read, studied and understood the Bid documents and Addenda and Corrigenda (if any) including the technical specification, terms and conditions, instructions, etc. referred there in and the same are acceptable to our company.

I/We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliant with specifications mentioned in the bid document, moreover the items bided are not end of life items.

We/I the undersigned, offer to provide the services of this work as per the Guidelines, terms & conditions mentioned in this Tender document. We also explicitly understand that all quoted items meet technical specification of the bid & that such technical specification overrides the brochures/standard literature if the same contradicts or is absent in brochures.

I/We also state that our company is not black-listed / debarred by any of the Government or Public Sector Units in India as on the date of the submission of the tender.

If negotiations are held during the period of validity of the Proposal, i.e., 120 calendar days from the last date of proposal submission, we undertake to negotiate without any alteration in the staff proposed for the assignment. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

Further, I/we agree to abide by all the terms and conditions as mentioned in the bid document without any condition(s). We have also noted that NMSCDCL reserves the right to consider/ reject any or all bids without assigning any reason thereof.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of NMSCDCL for disqualification will be accepted by us.

Thanking  
you, Yours  
Sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory:

Name of

Firm:

Address:

**APPOINTMENT OF AN AGENCY FOR SUPPLY & INSTALLATION FOR LABELLING OF  
PROJECTS EXECUTED BY NASHIK SMART CITY UNDER SMART CITIES MISSION USING  
SIGNAGES, BILLBOARDS ETC.**

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**ANNEXURE-3**

**AFFIDAVIT (Not Being Blacklisted)**

(To be submitted on non-judicial stamp paper of Rs. 100 and duly notarized in Hard Copy)

**Name of Work** \_\_\_\_\_

- I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct. I also understand that in case of wrongful / false information, corporation is entitled to take any civil & criminal punitive action against me / us.
- The undersigned also hereby certifies that neither our firm M/s \_\_\_\_\_ nor any of its constituent partners have abandoned any work in India nor any contract awarded to us has been rescinded during las five years, prior to the date of this bid.
- The undersigned hereby authorize(s) and request(s) any bank, person, authorities, government or public limited institutions, firm or corporation to furnish pertinent information deemed necessary and requested by the NMSCDCL to verify our statements or our competence and generalreputations, etc.
- The undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the NMSCDCL.
- I/We solemnly affirm and state that, on oath that I/We have **not been black listed** by any Government/Semi Government/Public Sector Undertaking/Public limited and not has been banned/suspended business dealings with the said firm.
- The NMSCDCL and its authorized representatives are hereby authorized to conduct any inquires or investigations to verify the statements, documents, and information submitted in connection with this bid and to seek clarification from our bankers and clients regarding any individual or authorized representative to any institution referred to in the supporting information, to provide such information deemed necessary and requested by representative of Nashik Municipal Smart City Development Corporation Limited to verify statements and information provided in the Tender or with regard to the resources, experience and competence of the Applicant.
- The information given above is true to the best of my knowledge.
- I/We agree that if any notice in future, my/our bid/tender shall be rejected/terminated.

Name of Bidder:  
Bidder Signature with  
SealAddress:  
Date:

**APPOINTMENT OF AN AGENCY FOR SUPPLY & INSTALLATION FOR LABELLING OF  
PROJECTS EXECUTED BY NASHIK SMART CITY UNDER SMART CITIES MISSION USING  
SIGNAGES, BILLBOARDS ETC.**

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**ANNEXURE-4**

**PROFORMA OF GENERAL POWER OF ATTORNEY (IF APPLICABLE)**

**(To be signed and executed in non-judicial stamp paper of Rs.500/=)**

**GENERAL POWER OF ATTORNEY**

Be it known all to whom it concern that:

1. Shri/Smt \_\_\_\_\_ S/O \_\_\_ Residing at \_\_\_\_\_
2. Shri/Smt \_\_\_\_\_ S/O \_\_\_ Residing at \_\_\_\_\_
3. Shri/Smt \_\_\_\_\_ S/O \_\_\_ Residing at \_\_\_\_\_

I/We all the Partners/Directors/Board members/trustees/Executive council members/  
proprietors/ Leaders of M/S \_\_\_\_\_ having its registered office at \_\_\_\_\_ hereby appoint Sri \_\_\_\_\_ S/O  
\_\_\_\_\_ residing at \_\_\_\_\_ as my/our attorney to act my/our name and on behalf and sign  
and execute all Documents/ Agreements binding the firm for all contractual obligations (including  
reference of cases to arbitrators) arising out of contracts to be entered into by the  
company/Corporation/ society/trust/ firm with the **Nashik Municipal Smart City Development  
Corporation Limited.** in connection with its tender No.

\_\_\_\_\_ Dated \_\_\_\_\_ For the supply of \_\_\_\_\_ due for opening on \_\_\_\_\_ In short he is  
fully authorized to do all, each and everything requisite for the above purpose concerning M/s  
\_\_\_\_\_ and I/We hereby agree to confirm and ratify his all and every act of this or any  
documents executed by my/our said Attorney within the scope of the authority hereby conferred  
on him including references of cases to arbitration and the same shall be binding on me/ us and my/  
our company/ Corporation/ society/ trust/ firm as if the same were executed by me/us individually or  
jointly.

Witness(with address) Signature of the Partners/ Directors/ Board members/ trustees/  
Executive council members/ proprietors/ Leaders

- 1.
- 2.
- 3.

ATTESTED

ACCEPTED

(Seal and Signature of Signatory of Tender offer of the company/ Corporation/ society/ trust/firm)

**APPOINTMENT OF AN AGENCY FOR SUPPLY & INSTALLATION FOR LABELLING OF  
PROJECTS EXECUTED BY NASHIK SMART CITY UNDER SMART CITIES MISSION USING  
SIGNAGES, BILLBOARDS ETC.**

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**ANNEXURE-5**

**CHECKLIST FOR THE BIDDER**

<b>Sr No..</b>	<b>Description</b>	<b>Documentary Evidence Yes/No</b>
1	The bidder must be in the field of printing, supplying and installation of signages, glow- signs, retro-reflective etc. For at least Three (03) years as on date of publishing the bid.	
2	The bidder must have executed work for supply and installation of signages, glow- signs, retro-reflective etc. to minimum one Government/Semi-Government/Municipal Corporations/Smart Cities	
3	The bidder must have minimum average annual turnover of Rs. 25 lakhs from last three financial years i.e 2020-2021, 2021- 2022 and 2022-2023.	
4	EMD = <b>Rs. 50,000/-</b> and & Tender fees = <b>Rs. 10000/- +90/-+ 18%</b>	
5	Affidavit on Non Judicial Stamp paper of Rs.100/- ( <b>Annexure-3</b> )	
6	Indemnity Undertaking ( <b>Annexure-7</b> )	

Name of Bidder:  
Bidder Signature with  
SealAddress:  
Date:

**APPOINTMENT OF AN AGENCY FOR SUPPLY & INSTALLATION FOR LABELLING OF  
PROJECTS EXECUTED BY NASHIK SMART CITY UNDER SMART CITIES MISSION  
USING SIGNAGES, BILLBOARDS ETC.**

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**ANNEXURE-6**

**LIST OF WORK EXECUTED IN LAST THREE YEARS(2020-21,2021-22,2022-23)**

<b>Sr.</b>	<b>Name of Client</b>	<b>Location of project/ event</b>	<b>Description of work</b>	<b>Value of Contract/ Work in Rs.</b>	<b>Duration (Start Date – Completion Date)</b>

**NOTES:**

- ❖ Each of the listed works shall be supported with the copy of work order & Work completion certificate. **Work completion certificate shall mention the nature of work value of work completed.**
- ❖ Non disclosures of any in formation in the schedule will result in disqualification of the firm.

Name of Bidder:  
Bidder Signature with  
SealAddress:  
Date:

**ANNEXURE -7**

**INDEMNITY UNDERTAKING**

I on behalf of M/s ..... hereby agree and undertake that I have understood all the safety rules and procedures and all staff Technical & Non-Technical working on behalf of M/s.....will abide by all safety rules and

and procedures. I declare that I M/s will be responsible for any safety violations/accident etc. NMSCDCL will not be responsible in case of any accident/ incident and will not compensate financially or otherwise. I ensure NMSCDCL that enlisted Manpower deployment will be done at Venue from Mobilization to Completion of work at.....

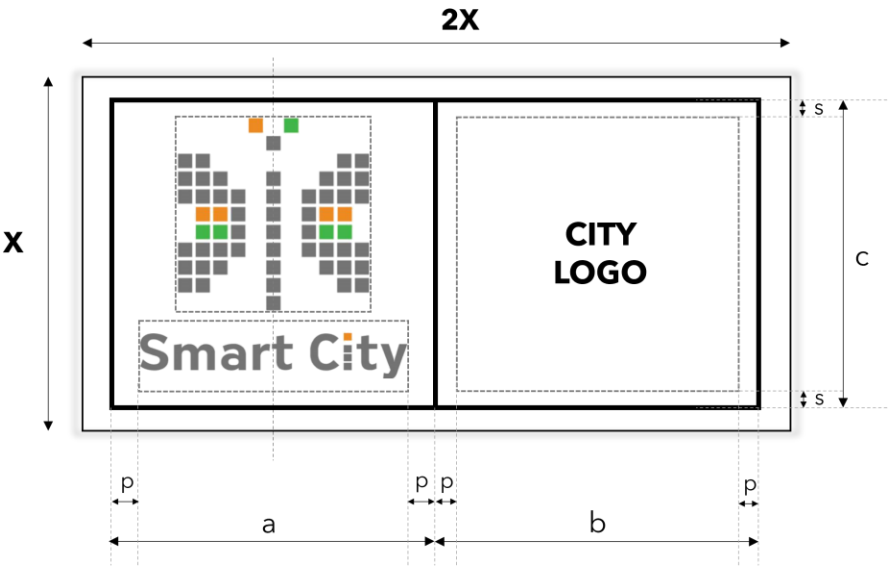
I here by declare that I am sole responsible on behalf of M/s .....for giving such declaration.

Name of Bidder:  
Bidder Signature with  
Seal Address:  
Date:

**ANNEXURE-8**

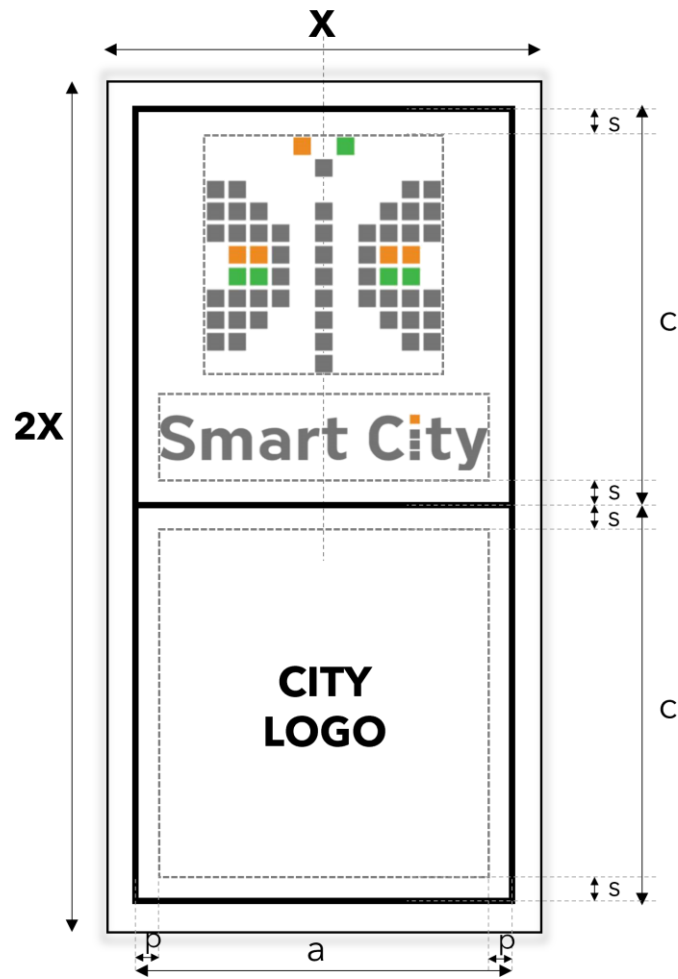
**STYLE PALETTE**

S1



StyleNo.	Material Type	Dimension	Enhancements
S1a	Sticker	X=60mm a=55mm; b=55mm; p=10mm c=40mm; s=10mm	3M / 180 – 200-micron thick vinyl sticker
S1b	Wall Mounted Board	X=600mm a=550mm; b=550mm p=100mm c=400mm; s=100mm	8 – 10mm thick mount board
S1c	Wall Mounted Board	X=600mm a=550mm; b=550mm p=100mm c=400mm; s=100mm	8 – 10mm thick mount board, with milk white acrylic for edge illumination

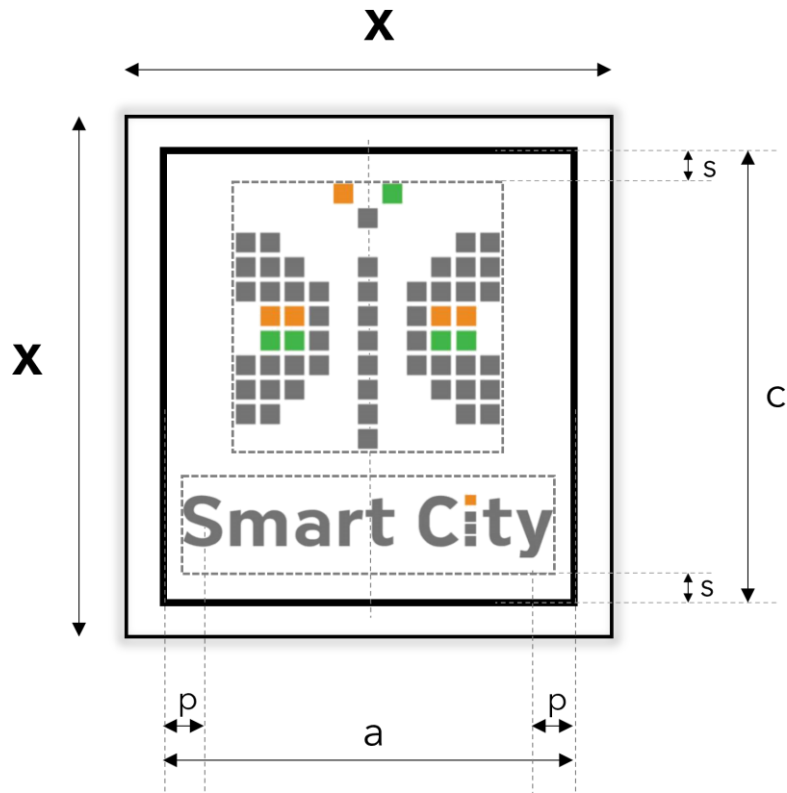
S2



StyleNo.	Material Type	Dimension	Enhancements
S2a	Sticker	X=60mm c=55; p=10mm a=40mm; s=10mm	3M / 180 – 200-micron thick vinyl sticker
S2b	Wall Mounted Board	X=600mm c=550; p=100mm a=400mm; s=100mm	8 – 10mm thick mount board
S2c	Wall Mounted Board	X=600mm c=550; p=100mm a=400mm; s=100mm	8 – 10mm thick mount board, with milk white acrylic for edge illumination

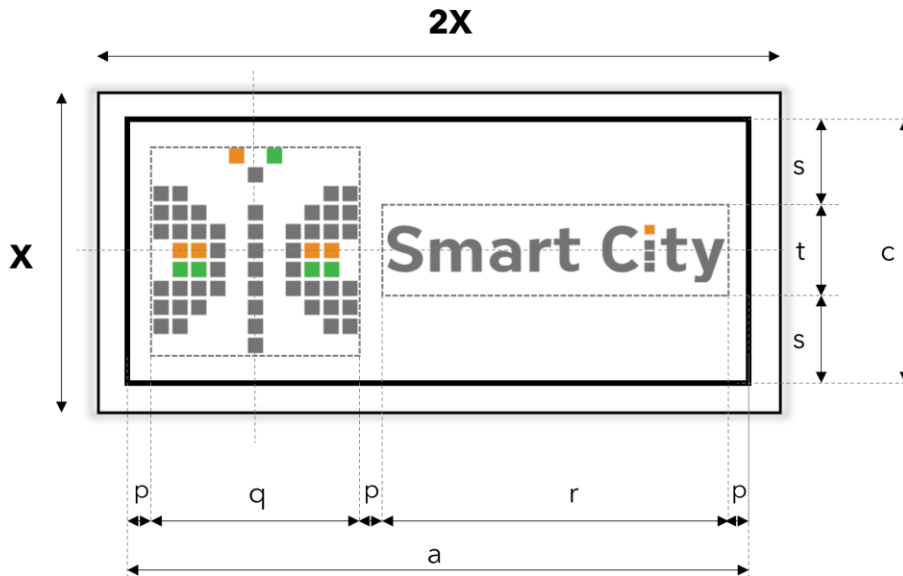


S3



StyleNo.	Material Type	Dimension	Enhancements
S3a	Sticker	X=60mm; a=50mm; p=5mm c=50mm; s=5mm	3M / 180 – 200-micron thick vinyl sticker
S3b	Wall Mounted Board	X=600mm; a=500mm; p=50mm c=500mm; s=50mm	8 – 10mm thick mount board
S3c	Wall Mounted Board	X=600mm; a=500mm; p=50mm c=500mm; s=50mm	8 – 10mm thick mount board, with milk white acrylic for edge illumination
S3d	Glass/Acrylic	X=600mm; a=500mm; p=50mm c=500mm; s=50mm	10 -12mm Glass / Clear / Milk white acrylic

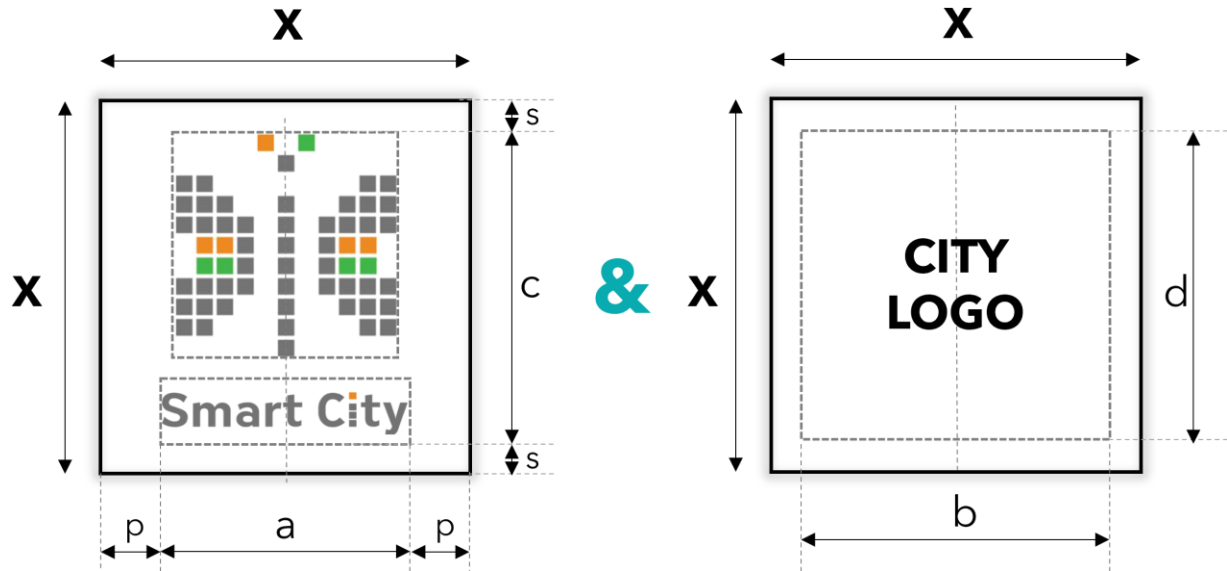
S4



StyleNo.	Material Type	Dimension	Enhancements
S4a	Sticker	X=75mm a=140mm; p=5mmq=40mm; r=85mm c=65mm; s=17.5mm; t=30mm	3M / 180 – 200-micron thick vinyl sticker
S4b	Wall Mounted Board	X=750mm a=1400mm; p=50mm q=400mm; r=850mm c=650mm; s=175mm; t=300mm	8 – 10mm thick mount board
S4c	Wall Mounted Board	X=750mm a=1400mm; p=50mm q=400mm; r=850mm c=650mm; s=175mm; t=300mm	8 – 10mm thick mount board, with milk white acrylic for edge illumination
S4d	Glass/Acrylic	X=750mm a=1400mm; p=50mm q=400mm; r=850mm c=650mm; s=175mm; t=300mm	8-10mm toughened glass / Acrylic

## S5.1

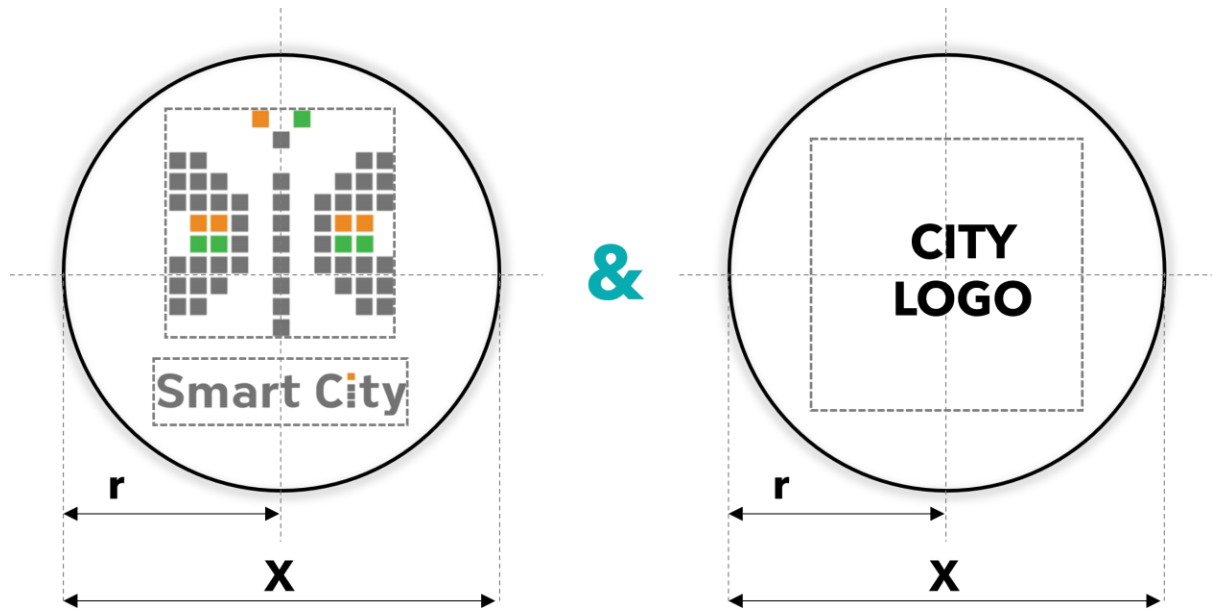
The Signages shall be placed alternatively.



StyleNo.	Material Type	Dimension	Enhancements
S5.1a	Signage	X=400mm; a=300mm; p=50mm d=300; b=300; c=300	10-12mm thick MS Base plate with PU / epoxy coating
S5.1b	Signage	X=400mm; Y=400mm a=300mm; p=50mm d=300; b=300; c=300	Radium
S5.1c	Signage	X=400mm; Y=400mm a=300mm; p=50mm d=300; b=300; c=300	Illuminated

## S5.2

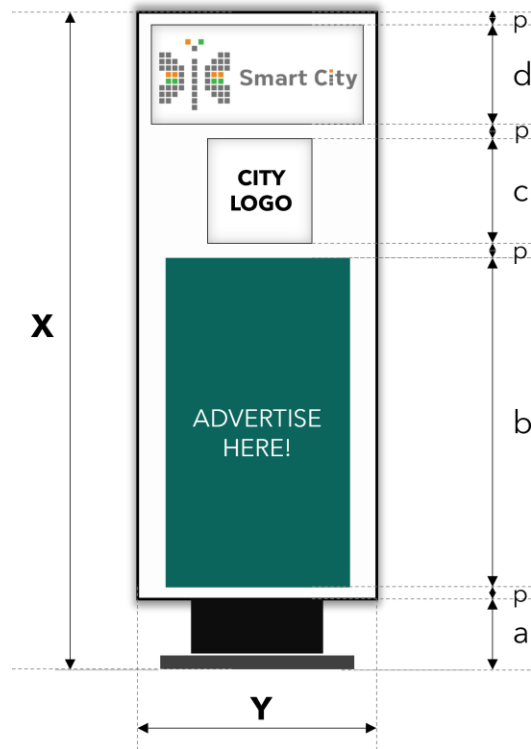
The Signages shall be placed alternatively.



StyleNo.	Material Type	Dimension	Enhancements
S5.2a	Signage	X=400mm; r=200mm	10-12mm thick MS Base plate with PU / epoxy coating
S5.2b	Signage	X=400mm; r=200mm	Radium
S5.2c	Signage	X=400mm; r=200mm	Illuminated

## S6.1

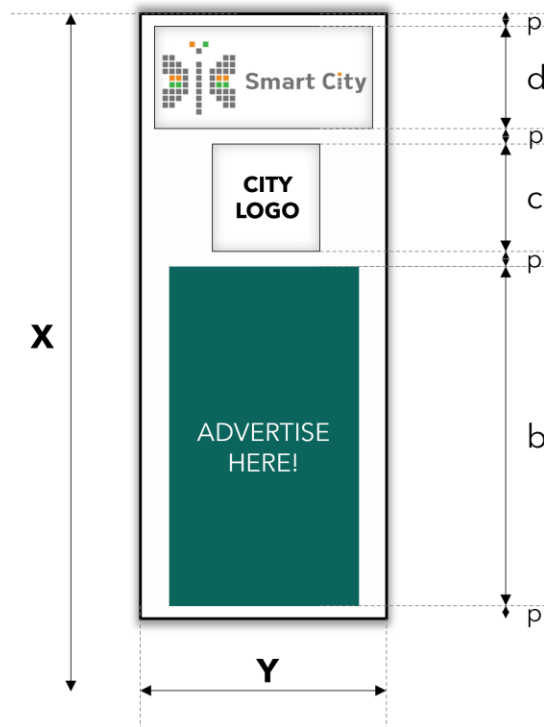
### Floor Mounted Billboard: Front & Back Panel



StyleNo.	Material Type	Dimension	Enhancements
<b>S6.1a</b>	Signage	X=2400mm; Y=500mm a=300mm; b=1500mm; c=200mm; d=200; p=50mm	Structure: MS with PU coating, Al with powder coating/ SS / Exterior grade ACP sheets
<b>S6.1b</b>	Signage	X=2400mm; Y=500mm a=300mm; b=1500mm; c=200mm; d=200; p=50mm	Radium
<b>S6.1c</b>	Signage	X=2400mm; Y=500mm a=300mm; b=1500mm; c=200mm; d=200; p=50mm	Illuminated
<b>S6.4d</b>	Signage	X=2400mm; Y=500mm a=300mm; b=1500mm; c=200mm; d=200; p=50mm	Digital

## S6.2

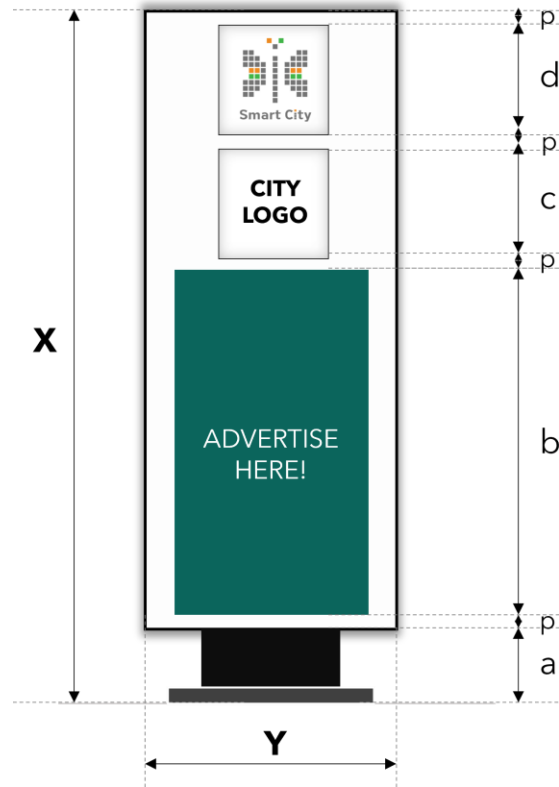
### Wall Mounted Billboard: Front Panel



StyleNo.	Material Type	Dimension	Enhancements
S6.2a	Signage	X=2100mm; Y=500mm a=300mm; b=1500mm; c=200mm; d=200; p=50mm	Structure: MS with PU coating, Al with powder coating/ SS / Exterior grade ACP sheets
S6.2b	Signage	X=2100mm; Y=500mm a=300mm; b=1500mm; c=200mm; d=200; p=50mm	Radium
S6.2c	Signage	X=2100mm; Y=500mm a=300mm; b=1500mm; c=200mm; d=200; p=50mm	Illuminated
S6.2d	Signage	X=2100mm; Y=500mm a=300mm; b=1500mm; c=200mm; d=200; p=50mm	Digital

## S6.3

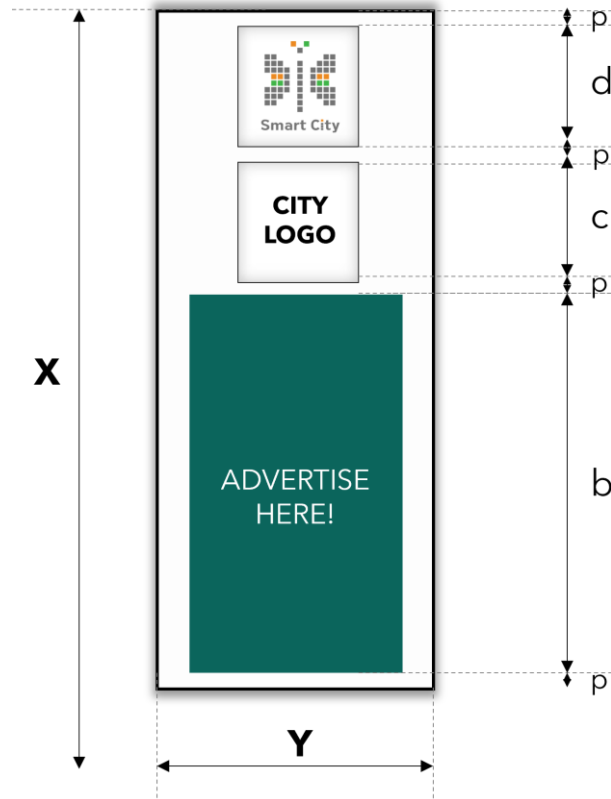
### Floor Mounted Billboard: Front & Back Panel



StyleNo.	Material Type	Dimension	Enhancements
S6.3a	Signage	X=2400mm; Y=500mm a=300mm; b=1500mm; c=200mm; d=200; p=50mm	Structure: MS with PU coating, Al with powder coating/ SS / Exterior grade ACP sheets
S6.3b	Signage	X=2400mm; Y=500mm a=300mm; b=1500mm; c=200mm; d=200; p=50mm	Radium
S6.3c	Signage	X=2400mm; Y=500mm a=300mm; b=1500mm; c=200mm; d=200; p=50mm	Illuminated
S6.3d	Signage	X=2400mm; Y=500mm a=300mm; b=1500mm; c=200mm; d=200; p=50mm	Digital

## S6.4

### Wall Mounted Billboard: Front Panel

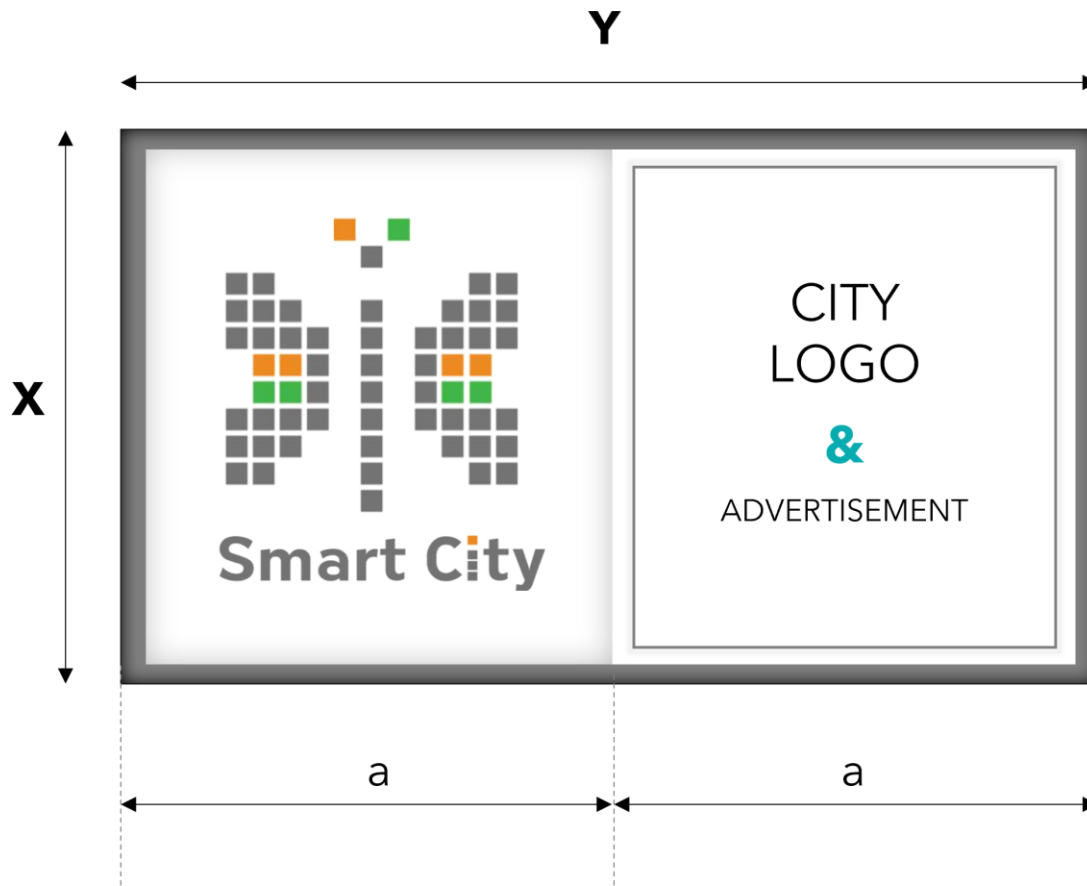


StyleNo.	Material Type	Dimension	Enhancements
<b>S6.4a</b>	Signage	X=2100mm; Y=500mm a=300mm; b=1500mm; c=200mm; d=200; p=50mm	Structure: MS with PU coating, Al with powder coating/ SS / Exterior grade ACP sheets
<b>S6.4b</b>	Signage	X=2100mm; Y=500mm a=300mm; b=1500mm; c=200mm; d=200; p=50mm	Radium
<b>S6.4c</b>	Signage	X=2100mm; Y=500mm a=300mm; b=1500mm; c=200mm; d=200; p=50mm	Illuminated
<b>S6.4d</b>	Signage	X=2100mm; Y=500mm a=300mm; b=1500mm; c=200mm; d=200; p=50mm	Digital



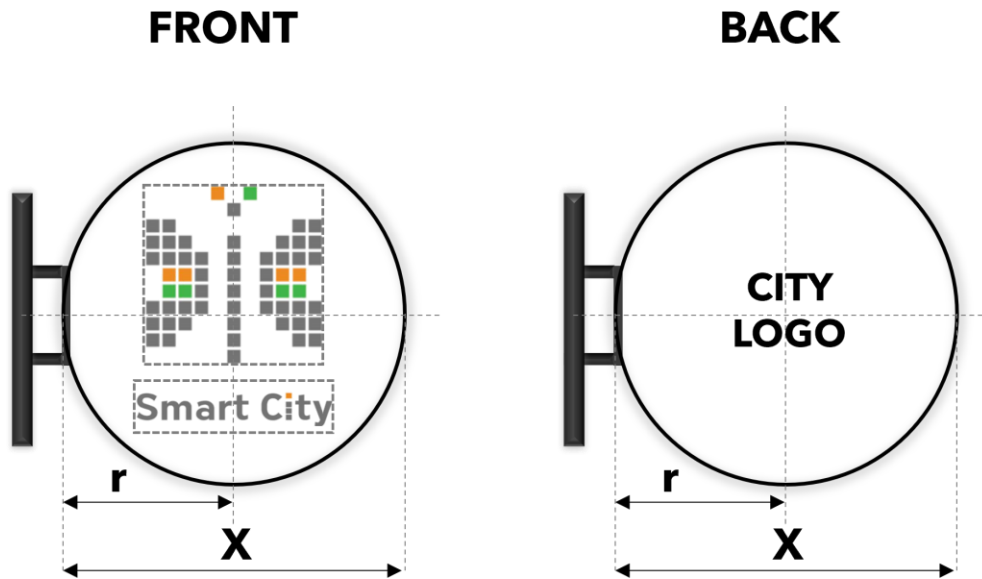
# S7

City Logo & Advertisement will be displayed alternatively.



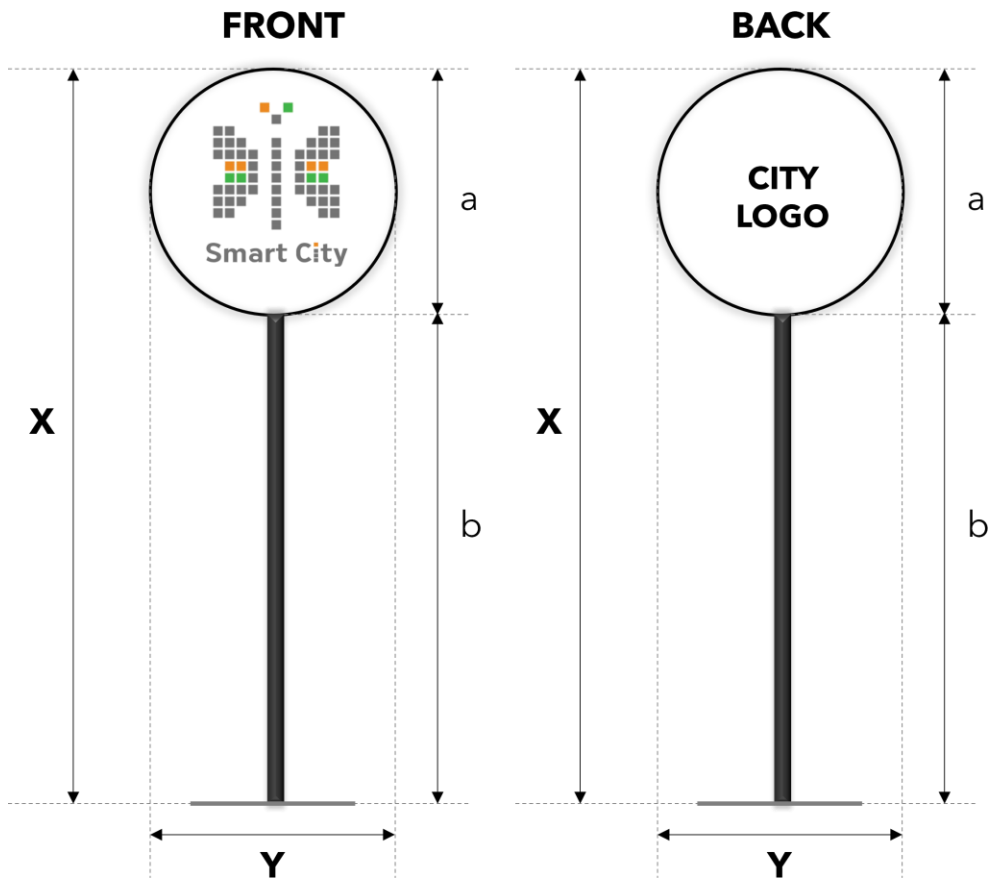
StyleNo.	Material Type	Dimension	Enhancements
S7a	Digital Board or 32" TV	X=710mm; Y=400mm a=355mm;	None

S8



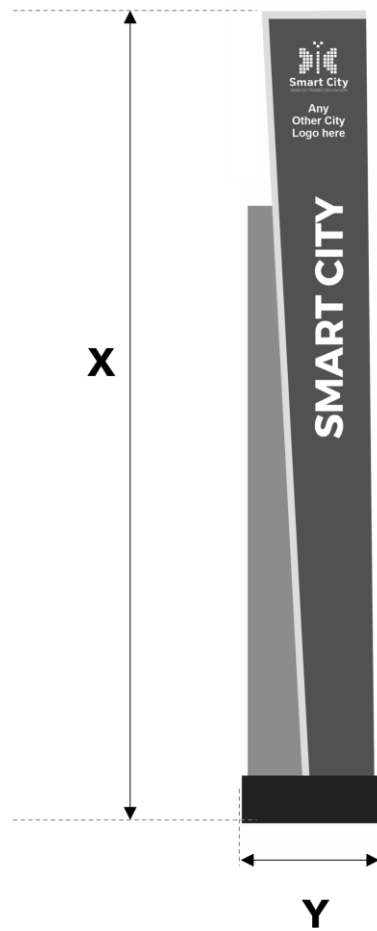
StyleNo.	Material Type	Dimension	Enhancements
S8a	Signage	X=300mm, r=150mm	10-12mm thick MS Base plate with PU / epoxy coating
S8b	Signage	X=300mm, r=150mm	Illuminated Edge
S8c	Signage	X=300mm, r=150mm	Backlit Panel

S9



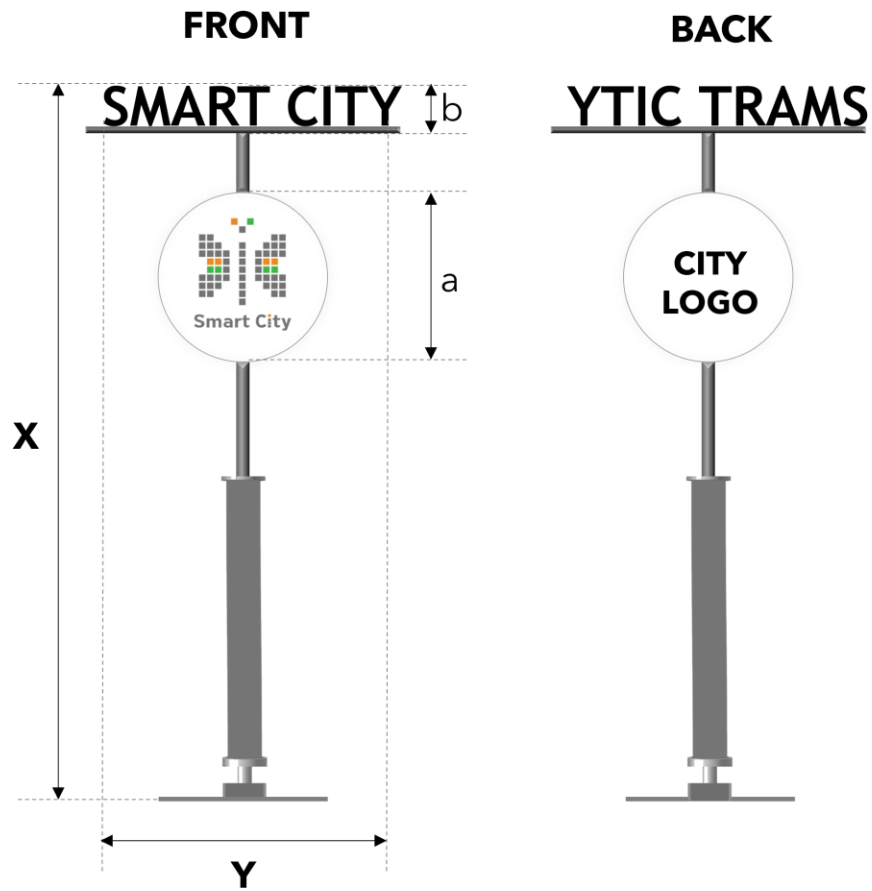
StyleNo.	Material Type	Dimension	Enhancements
S9a	Signage	X=2000mm, Y=300mm a=300mm, b=1700	Plate: MS – 10/12mm thick. Pole: 40 -50mm Día. of 3-4mm thick
S9b	Signage	X=2000mm, Y=300mm a=300mm, b=1700	Backlit Sign

## SPECIAL SIGNAGESS10



StyleNo.	Material Type	Dimension	Enhancements
<b>S10a</b>	Standee	X=2000mm, Y=450mm	Metal, paint finish
<b>S10b</b>	Standee	X=2000mm, Y=450mm	Backlit, Illuminated Letters

S11

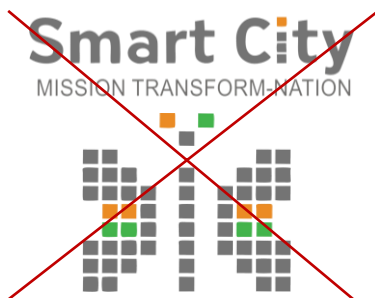


StyleNo.	Material Type	Dimension	Enhancements
S11a	Standee	X=2000mm, Y=600mma=300mm, b=150mm	Metal, paint finish
S11b	Standee	X=2000mm, Y=600mma=300mm, b=150mm	Backlit, Illuminated Letters

# ADDITIONAL INSTRUCTIONS

Following instructions to be followed by respective smart cities as per the project and situations:

- Font Style, Font Size and Color scheme to be followed as per this document.
- Visibility and Readability Instructions (Label should be placed at proper height, angle, size, and distance).
- The design of the Smart Cities Mission Logo is non-negotiable and cannot be changed at all.
- In a situation wherein asset categories as mentioned in this document do not fit the particular project, a best-case judgement on closest asset category may be used as a guide for labeling. The CEO of the SPV would be the appropriate authority to decide in such situations.
- Under no circumstances, photographs/icons/symbols of political parties/ political leaders should be used for labeling.



- Background specifications: Only **white color** to be used (as per the original logo).

**ANNEXURE-9**  
**BILL OF QUANTITIES**

S.No.	Item Description	Unit	Quantity	Rate	Amount (Inclusive of all Taxes)
	Printing, supplying and installation of signages, glow- signs, retro-reflective etc. with Style No. specified in the Style Palette (Annexure-8) and Labeling Strategy at the designated places as per the direction of NMSCDCL.				
<b>A</b>	<b>S4</b>				
1	S4b Wall Mounted Board	Nos	100		
<b>B</b>	<b>S6.3</b>				
2	S6.3c Signage: Illuminated	Nos	20		
<b>C</b>	<b>S8</b>				
3	S8a Signage	Nos	1500		
<b>D</b>	<b>S9</b>				
4	S9a Signage	Nos	50		
<b>E</b>	<b>S10</b>				
5	S10b Standee: Backlit, Illuminated Letters	Nos	5		
	<b>Total Amount</b>				

**Note:**

1. Bidder shall consider the specification mentioned herein and quote the rates for the respective type of installations accordingly in the Financial Bid Form (BOQ).
2. The quoted rates shall be inclusive of the cost of supply, inclusive of all Taxes and installation of the fixture (installation) at the designated place in Nashik.
3. The quantities are subject to change (increase / decrease) as per the actual conditions during the project execution or as decided by the authority. Bidder shall be paid for the actual nos. of installations a site.
4. The thickness of the base plate for the floor mounted installations shall be sufficient enough to meet the structural stability of the installations.