



REQUEST FOR PROPOSAL (RFP)

For

**ICCC PROJECT (ICCC, Data Centre,
OFC, ITMS etc.)**

Under

SMART CITY MISSION (SCM)

in

Bhagalpur, Bihar.

INTERNATIONAL COMPETITIVE BIDDING

VOL. I OF III

Volume I: Instructions to Bidders

**Issued By:
Chief Executive Officer
Bhagalpur Smart City Limited**

Disclaimer

The information contained in this Request for Proposal document (“RFP”) whether subsequently provided to the bidders, (“Bidder/s”) verbally or in documentary form by Bhagalpur Smart City Limited (henceforth referred to as “BSCL” in this document) or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is not an offer or invitation to any party. The purpose of this RFP is to provide the Bidders or any other person with information to assist the formulation of their financial offers (“Bid”). This RFP includes statements, which reflect various assumptions and assessments arrived at by BSCL in relation to this scope. This Tender document does not purport to contain all the information each Bidder may require. This Tender document may not be appropriate for all persons, and it is not possible for the Chief Executive Officer (CEO), BSCL and their employees or advisors to consider the objectives, technical expertise and particular needs of each Bidder. The assumptions, assessments, statements and information contained in the Bid documents, may not be complete, accurate, adequate or correct. Each Bidder must therefore conduct its own analysis of the information contained in this RFP or seek its own professional advice from appropriate sources.

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

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

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

RFP for ICCC PROJECT (ICCC, Data Centre, OFC, ITMS etc.) Under SMART CITY MISSION (SCM) in
Bhagalpur, Bihar.

Selection process or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BSCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.

Sd/-

**Chief Executive Officer
Bhagalpur Smart City Limited (BSCL)**

INVITATION FOR BIDS: INTERNATIONAL COMPETITIVE BIDDING

**Request for Proposal
For
ICCC PROJECT (ICCC, Data Centre,
OFC, ITMS etc.) Under SMART CITY MISSION (SCM) in Bhagalpur, Bihar.**

Bidding Schedule: Important Dates

Sl. #	Activity	Timeline & Address
1	Online Sale/Download date of Tender documents	As per NIT
2	Last date of receipt of queries on RFP (E-mail to: info@smartcitybhagalpur.org)	As per NIT
3	Pre-bid Meeting date and address	As per NIT
4	Last date for submission of Bids (online) and hard copy.	As per NIT
5	Opening of Bids	As per NIT
6	Date of opening of Commercial bids	As per NIT
7	Cost of Bidding Document (TENDER/RFP FEE)	As per NIT
8	Bid Security / EMD	As per NIT

**Sd/-
Chief Executive Officer
Bhagalpur Smart City Limited (BSCL)**

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Instructions for Online Bid Submission

1. The RFP document containing the project profile, invitation for qualification and criteria for evaluation may be obtained from the website: <https://eproc2.bihar.gov.in/> (Under Bhagalpur Smart City Limited) and <https://www.smartcitybhagalpur.org/tenders>
2. For support related to e-tendering process, bidders may contact at following address “ Toll Free Number: 1800 572 6571, Email Id: eproc2support@bihar.gov.in, Working Hours: 8AM to 7PM (All days in week except few selected state holidays)”. Vendor may visit <https://eproc2.bihar.gov.in/>
3. Detailed N.I.T. can be seen of website <https://eproc2.bihar.gov.in/> (Under Bhagalpur Smart City Limited) and <https://www.smartcitybhagalpur.org/tenders>
4. BSCL will not be responsible, in case of any delay, due to any reason whatsoever, in receipt of Bid Documents by the Bidders.
5. The BSCL reserves the right to reject any or all Bids or cancel/withdraw the Invitation for Bids (IFB)/NIT without assigning any reason whatsoever and in such case, no Bidder/ intending Bidder shall have any claim arising out of such action.
6. For participating in e-tendering process, the contractor shall have to get themselves registered to get used ID, Password and digital signature. This will enable them to access the website <https://eproc2.bihar.gov.in/> and download/participate in e-tender.
7. The bidder must have the Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-procurement website <https://eproc2.bihar.gov.in/> and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
8. BSCL intends to undertake a competitive bidding process in order to shortlist and qualify suitable Bidders, who shall be eligible for evaluation of their bids towards selection of the successful bidder in terms of the RFP for award of the project.
9. The detail of the bidding process and summary of the scope of works for the project is included in the RFP document.
10. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
11. In the unlikely event of the server for <https://eproc2.bihar.gov.in/> being down for more than two consecutive hours (in the period from midnight to closing time for receipt of tenders) on the last date of receiving of bid, the last date of the same shall be extended by concerned authority only to the next working day till the last receiving time stipulated in the original NIT.
12. The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded. If they feel that the complete file is not uploaded then they should click on cancel & update the same before submission. The bidders should satisfy themselves of download ability/ visibility of the scanned & uploaded file by them.
13. File size, documents format should be as per e-Procurement website (<https://eproc2.bihar.gov.in/>)

guideline.

14. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last hour's technical snags.
15. In exceptional circumstances, the competent authority, BSCL may solicit the Bidder's consent to an extension of the period of validity.
16. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
17. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given for respective tenders in e-Procurement website (<https://eproc2.bihar.gov.in/>) at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness /authenticity.
18. Corrigendum / Addendum, if any, will be published on the website itself.
19. Bidder should submit the Tender Fee/ EMD, pre-qualification bid, the Technical Bid and The Financial bid in as per Clause of this RFP. The Financial bid submitted in hard copy shall be treated as non-responsive and eligible for rejection.
20. The bidder has to select the payment option as per e-Procurement website to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
21. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
22. A bid processing fee (Non-Refundable) to be paid only through e-Payment modes i.e. Internet Payment Gateway (Master or Visa Card) /Internet Banking/NEFT or RTGS towards charges for online processing charges of e-procurement website.
23. For any queries regarding Tendering process, the bidders may contact at the address as provided in the tender document.

1. INTRODUCTION

1.1 About BSCL

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

1.2 Introduction to Bhagalpur Smart City Project

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

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

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

- SUSHAASIT BHAGALPUR (Smart and Quality Governance)
- SAMRUDH BHAGALPUR (Promoting Tourism in Silk City of India)
- GATIMAAN BHAGALPUR (Enhanced public transport)
- SUDRID BHAGALPUR (A well-functioning, smart, and efficient city)
- SARVABHOUMIKVIKAS (Socially Inclusive Growth)

To bridge the gap and provide a society in line with the vision of inclusive growth the Smart City mission has been launched in India. The purpose of the Smart Cities Mission is to drive economic growth and improve the quality of life of people by enabling local area development and harnessing technology, especially technology that leads to Smart outcomes. Area based development will transform existing areas (retrofitting and redevelopment), including slums into better planned ones, thereby improving liveability of the whole City. New areas (Greenfield) will be developed around city to accommodate the expanding population in urban areas. Pan-city development is oriented towards application of selected Smart Solutions to the existing city-wide infrastructure. Application of Smart Solutions will involve the use of technology, information and data to make infrastructure and services better and befitting with demand coming up in the next decades.

SUSHAASIT BHAGALPUR

Bhagalpur Municipal Corporation recognizes the importance of addressing the needs of a growing population and an expanding city. It would strive to make Bhagalpur 'a city for people' where continuous engagement of local government with citizens is institutionalized in the decision making

architecture. It would provide safe, accessible, and lively public spaces the city living experience and the river bank. Bhagalpur Municipal Corporation is committed to excellence in every sector, providing its staff opportunities of growth by learning and adopting state of the art technologies and methods to better their performance in every way. Its goal is to become financially self-sufficient and sustainable moving towards increased private investments and partnerships.

SAMRUDH BHAGALPUR

Promoting Tourism in Silk City of India: A historically and culturally significant city with ever-growing number of visitors, Bhagalpur Municipal Corporation is committed to preserve and promote its multi-faceted built heritage ranging from ancient Hindu rock-cut sculptures to Jain pilgrimage sites to archaeological remains of one of the biggest universities of Buddhist times to architecture from Mughal and British periods. Bhagalpur's identity and image as a culturally and historically significant place will be promoted on regional, national and international level. The city will support regular religious festivals and celebrations and also design new city level events for residents and tourists. Bhagalpur will be the most visited place in Bihar in the years to come.

GATIMAAN BHAGALPUR

A well-connected city with enhanced public transport, BMC will develop multi-modal transport system and provide more intra and inter-city roadways and buses to ease people's arrival to the city. It will improve vehicular movement and decongest roads. It will encourage NMT and pedestrian safety. Intelligent Transport System to be adopted to improve mobility especially of public transport and IPT. The city will have greens links connecting places of different land use to enhance walkability.

SUDRID BHAGALPUR

A well functioning, smart, and efficient city: Bhagalpur Municipal Corporation recognizes the current gaps in services especially Water supply, sanitation, SWM, and public transport. For a smoothly functioning city, new technology and ICT will be adopted. The power infrastructure will be robust and promote energy efficiency and use of renewable energy. The sub-goals are – (i) Bhagalpur will not stop moving due to traffic jams; (ii) every resident and visitor to Bhagalpur will have access to clean drinking water; (iii) All streets will be clean and municipal waste will be treated and disposed scientifically; (iv) Every household will be connected to a functional sanitation system; (v) city will have robust IT enabled infrastructure; (vi) All power cables to be underground.

SARVABHOUMIKVIKAS

Socially Inclusive Growth: Bhagalpur will be more sensitive towards social infrastructure by improving quality of Health, Education, Safety. All sections of society of Bhagalpur especially the old, children and differently-abled will be taken care of in design and development of projects. The city will put in efforts to alleviate urban poverty and increase livelihood opportunities. The city will provide liveable conditions for slum dwellers by up gradation of physical infrastructure. The informal sector will be regularized by providing basic infrastructure and facilities and formal vending zones.

1.3 RFP Format

The intent of this RFP is to invite bids from eligible Bidders for ICCC PROJECT (ICCC, Data Centre, OFC, ITMS etc.) Under SMART CITY MISSION (SCM) in Bhagalpur, Bihar. The Request for Proposal (RFP) consists of three volumes as follows:

A. RFP Volume 1: Instruction to Bidders

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

B. RFP Volume 2: Scope of Work including Functional & Technical Specifications

Volume 2 of the RFP provides information regarding the Project Implementation Plan, business requirements/applications to be covered and corresponding process related documentation, scope of work for the selected bidder and functional requirements.

C. RFP Volume 3: Master Service Level Agreement

Volume 3 of the RFP provides information regarding Master Service Level Agreement.

1.4 Factsheet

Sl. No.	Item	Description
1	NIT NO.	BSCL/ICCCS/2021/48
2	Name of the work	Request for Proposal for ICCC PROJECT (ICCC, Data Centre, OFC, ITMS etc.) Under SMART CITY MISSION (SCM) in Bhagalpur, Bihar.
3	Estimated Cost (Rs.) in Cr. Inclusive of all Taxes, GST, etc.	Rs. 191.68 Cr.
4	Method of Selection	The method of selection is QCBS. The weightage given to the Technical and Financial scores will be 70% and 30% respectively. The Contract will be awarded to the bidder scoring maximum marks in technical and financial evaluations as per the qualifying criterion QCBS evaluation formula: For Quality and Cost Based Selection (QCBS), following formula will be used for the evaluation of the bids. The scores will be calculated as: $B_n = 0.7 * T_n + (0.3) * (C_{min} / C_b * 100)$ Where B_n = Overall score of bidder under consideration (calculated up to two decimal points). T_n = Technical score for the bidder under consideration. C_b = Actual price quoted by the bidder. C_{min} = Lowest price among the financial proposals under consideration.
5	Mode of Bid Submission	e-tendering only through https://eproc2.bihar.gov.in/ (Under Bhagalpur Smart City Limited)
6	Availability of RFP Documents	https://eproc2.bihar.gov.in/ (Under Bhagalpur Smart City Limited) and https://www.smartcitybhagalpur.org/tenders
7	Tender document fee (Non-refundable and Not –exempted)	As per NIT. (The Tender Document Fee / RFP Fee should be paid through online only as per e-Procurement Website)
8	Bid Security / Earnest Money Deposit (EMD)	As per NIT. The EMD/Bid Security should be submitted through Internet Payment Gateway (IPG) or Challan or Bank Guarantee only. The Bank Guarantee should be drawn in favour of “Chief Executive Officer, Bhagalpur Smart City Limited” payable at Bhagalpur.
9	Bid validity	Bid must remain valid up to 180 (One Hundred & Eighty) days from the actual date of submission of the Bid.
10	Currency	Currency in which the Bidders may quote the price and will receive payment is INR only.
11	Name and Address for Correspondence/ Bid Opening Venue	Chief Executive Officer, Bhagalpur Smart City Limited, Municipal Corporation Bhagalpur Campus, Bhagalpur - 812001

Sd/-

Chief Executive Officer
Bhagalpur Smart City Limited (BSCL)

1.5 Definitions/Acronyms

Term/Acronyms	Description
ABD	Area Base Development
B2C	Business to Citizen
Bid	Offer by the Bidder to fulfil the requirement of the Authority for an agreed price. It shall be a comprehensive technical and commercial response to the RFP
BOM	Bill of Material
CCC	Command and Control Centre
CCTV	Closed Circuit Television
ICCC	Integrated Command and Control Centre
Consortium	<p>A consortium consists of multiple members (not more than four parties - Lead Bidder + 3 Consortium members) entering into a Consortium</p> <p>Agreement for a common objective of satisfying the BSCL requirements & represented by lead member of the consortium, designated as a "Lead Bidder".</p> <p>Also, the sole responsibility for successful execution of the entire project will be that of the defined Lead bidder. The consortium members shall support lead bidder for their work scope to execute the project successfully.</p> <p>The consortium members should have relevant experience of executing similar roles and responsibilities in past as stated in the MoU in Annexure 7.</p> <p>Bidders are not allowed to submit experience in terms of technical and financial qualification of their holding (parent) company or subsidiary or group companies having ultimate parent company or sister concern.</p> <p>Intellectual Property Rights Indemnity will not be applicable if any claim of infringement is asserted by a parent, subsidiary, or affiliate of the MSI's organization,</p> <p>For the purpose of technical evaluation and financial evaluation, net worth and turnover of only the bidding entity will be considered. Net worth and turnover of any parent, subsidiary, associate or other related entity will not be considered.</p> <p>All the bidders must comply in accordance with Office Memorandum vide no. F.NO.6/18/2019-PPD dated – 23rd July, 2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division. The order copy is attached as Annexure -10.</p>

Term/Acronyms	Description
DC	Data Center
Deliverables	Products, infrastructure and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP, Implementation and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications.
DIT	Directorate of Information Technology
DR	Disaster Recovery
Effective Date	The date on which the Contract Agreement for this RFP comes into effect
EMD	Earnest Money Deposit
ETA	Estimated Time of Arrival
ETD	Estimated Time of Departure
e-Procurement Portal	Electronic tendering system of the Authority
FRS	Functional Requirement Specifications
G2C	Government to Citizens
GIS	Geographical Information System
GoB	Government of Bihar
GPS	Global Positioning System
GSM	Global Systems for Mobile Communications
HO	Head Office
ICT	Information and Communication Technology
ITIL	Information Technology Infrastructure Library
IoT	Internet of Things
LAN	Local Area Network
LOA	Letter of Award
MoU	Memorandum of Understanding
NIC	National Informatics Centre
NIT	Notice Inviting Tender
NOC	Network Operations Center
Node	L3 aggregation points consisting of L3 switches
Non-Compliance	Failure/refusal to comply the terms and conditions of the tender

Term/Acronyms	Description
Non-Responsive	Failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given forms / pro forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee and EMD
O&M	Operations & Maintenance
OEM	Original Equipment Manufacturer
OFC	Optical Fiber Cable
Required Consents	The consents, waivers, clearances and licenses to use Authority Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that either GoB or their nominated agencies are required to make available to Bidder pursuant to the Agreement
RFP	Request for Proposal
BMC	Bhagalpur Municipal Corporation
RoW	Right of Way
Service Level	The level of service and other performance criteria which will apply to the Services delivered by the Bidder
MSI	Master System Integrator
SLA	Service Level Agreement; Performance and Maintenance SLA executed as part of this Master Service Agreement
Server Room	Sever room and data Centre shall mean the same

2. INSTRUCTION TO BIDDERS

2.1 General

a) While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the BSCL's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

b) All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by the BSCL on the basis of this RFP.

c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of BSCL. Any notification of preferred bidder status by BSCL shall not give rise to any enforceable rights by the Bidder. BSCL may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of BSCL.

d) Online and Hard Copy submission as mentioned in table given in Clause no. 2.10 is mandatory and shall be received by the BSCL by posts/in person before the time and date specified in the NIT. In the event of the specified date for the submission of tender offers being declared a public holiday by the Government of Bihar, the offers will be received up to the appointed time on the next working day. BSCL may, at its discretion, extend this deadline for submission of offers by issuing corrigendum. Online bid submission is mandatory. If a bidder has submitted his bid only in physical form but fails to submit online, then that bidder will be not eligible.

e) Telex, cable or facsimile offers will be rejected.

2.2 Eligible Bidders

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

The Bidder can be either a Single Master System Integrator (MSI) or a Consortium of companies / corporations as described below.

A master systems integrator is a company that specializes in bringing together component subsystems into a whole and ensuring that those subsystems function together.

a. Sole Bidder

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

b. Consortium of Firms

Bids can be submitted by a consortium of firms. A consortium **should not consist of more than four (4) parties** (including the Lead Bidder). One of the Firms would be designated as a "Lead Bidder". The Lead Bidder would have the sole responsibility of ensuring the delivery of products and services mentioned in all volumes of this RFP. Each consortium member will only be responsible for their scope of work. The Lead Bidder would also be responsible for ensuring the successful execution of integrated solution including meeting the SLAs. The list of Consortium Members needs to be declared in the bid which cannot be changed by the bidder later on. Any change in the consortium partner will need to be approved by BSCL.

The Lead Bidder will be responsible for:

- i. The management of all Consortium Members who are part of the bid, and
- ii. The supply, delivery and installation of all products and services submitted in their bid and as part of the contract. Bids submitted by a consortium should comply with the following requirements:
 - a. The Lead Bidder shall be authorized to incur liabilities and receive instructions for and on behalf of any and all consortium members. Entire execution of the Contract, including payment, shall be done exclusively by/with the Lead Bidder.
 - b. Any firm which is not a Lead Bidder (however, is a consortium partner) can only partner in one bid i.e. all members of a consortium are restricted from being part of any other consortium that is formed to participate in a Bid in response to this RFP.
 - c. Any of the Lead Bidders cannot be a Consortium Member with another bidder in a separate bid.
 - d. Internal arrangement between the Consortium Members is left to the bidders.

2.3 Compliant Bids/Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected.

Bidders must:

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

2.4 Bidder to Inform

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

2.5 Bid Preparation costs

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

2.6 Pre-bid Meeting & Clarification

2.6.1 Bidders Queries

Any clarification regarding the RFP document and any other item related to this project can be submitted to BSCL as per the online submission mode and timelines mentioned in the NIT/Bidding Schedule. The pre-bid queries should be submitted only in MS excel sheet format (any others format not accepted), along with name and details of the organization submitting the queries.

BSCL shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by BSCL. Bidders must submit their queries as per the format mentioned in Section 5 - Annexure-I

Maximum of 2 members per Bidder will be allowed to participate in the Pre-bid conference.

2.6.2 Responses to Pre-Bid Queries and Issue of Corrigendum

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

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

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

Any corrigendum/notification issued by BSCL, subsequent to issue of RFP, shall only be

RFP for ICCC PROJECT (ICCC, Data Centre, OFC, ITMS etc.) Under SMART CITY MISSION (SCM) in Bhagalpur, Bihar.

available/hosted on the website URL <https://www.eproc2.bihar.gov.in/> (Under Bhagalpur Smart City Limited) and <https://www.smartcitybhagalpur.org/tenders> also mentioned in the fact sheet. Any such corrigendum shall be deemed to be incorporated into this RFP.

2.7 RFP Document Fee

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

Tender / RFP Fee mentioned in NIT shall be paid at the time of submission of bid. The tender fee shall be non-refundable.

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

2.8 Earnest Money Deposit (EMD)

EMD shall be paid as per NIT at the time of submission of bid through Internet Payment Gateway (IPG) or Challan or Bank Guarantee only. The Bank Guarantee should be drawn in favour of “Chief Executive Officer, Bhagalpur Smart City Limited” payable at Bhagalpur. No exemption for submitting the EMD will be given to any agency. Bid security in any other form will not be entertained.

The validity of Bid Security / EMD shall be 45 days post bid validity.

As per the guidelines of Dept. of Financial Services, Ministry of Finance, Govt. of India (MOF), a separate advice of Bank Guarantee is to be sent to the advising bank i.e. Beneficiary's bank through SFMS only, after which only paper Bank Guarantee could become operative.

Details of BSCL Account: - 347302010945548

Beneficiary Account Name - MUNICIPAL COMMISSIONER BHAGALPUR SMART CITY.

Beneficiary's Bank – UNION BANK OF INDIA

Branch - Bhagalpur Branch, Bhagalpur

IFSC code – UBIN0534731

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

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

The above mentioned return would be completed within 3 months from the date of selection of MSI.

In case bid is submitted without the Bid Security/EMD then BSCL will reject the bid without providing opportunity for any further correspondence to the bidder concerned.

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

- a) If a Bidder withdraws or modifies its proposal during the proposal validity period or any extension agreed by the Bidder thereof.
- b) If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as set out in Section 4.

If a Bidder is declared the first ranking Bidder and it:

- Withdraws its proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder.
- fails to furnish the Performance Security
- fails to sign and return, as acknowledgement, the duplicate copy of the Letter of Award (LOA).
- fails to fulfill Mutually Agreed Terms & Conditions of Contract, as specified in the Letter of Award (LOA), or
- fails to execute the Mutually Agreed Terms & Conditions of Contract.

2.9 Bid Validity Period

Bid shall remain valid for the time period mentioned in the Fact Sheet.

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

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

2.10 Contents of Bid

a) All the content of documents has to be submitted as per below instructions otherwise it may result in the rejection of the Bid.

Name of Documents	Content	Mode of Submission
Earnest Money Deposit (EMD)	Earnest Money Deposit (EMD).	Online Only / Hardcopy
All Declarations / Affidavit / Agreements / Authorisation	All Declarations / Affidavit / Agreements / Authorisation in Original.	Online Only
Pre-Qualification Bid	All the documents as per Section 6 ANNEXURE 2 – Formats for Submission of the Pre-Qualification Bid, its sub sections and any other applicable documents as per RFP.	Online Only
Technical Bid	All the documents as per Section 7 Annexure 3 – Formats for Submission of the Technical Bid, its sub sections and any other applicable documents as per RFP.	Online Only
Financial Bid	All the formats as per Section 8 Annexure 4 – Formats for Submission of the Commercial Bid, its sub sections and any other applicable documents as per RFP.	Online Only

b) All Declarations / Affidavit / Agreements / Authorisation / Bank Guarantee must be submitted in original by the selected bidder before issuing the LOA.

c) Please note that Prices should NOT be indicated in the Technical Bid but should only be indicated in the Commercial Bid.

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

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

f) All pages of the bid shall be initialled and stamped by the authorised signatory who sign the bid.

g) Failure to submit the bid before the submission deadline specified in the NIT would cause a bid to be rejected.

h) BSCL will not accept delivery of bid by fax, e-mail and hardcopy submission. Only Online

submission as mentioned in above table is mandatory.

2.11 Bid Formats

2.11.1 Pre-Qualification Bid Format

Section #	Section Heading	Details
1.	Pre-qualification Bid Checklist	As per format provided in Section 6.1
2.	Pre-Qualification Bid Covering Letter	As per format provided in Section 6.2
3.	Consortium Agreement	As per format provided in Annexure 7 of this Volume
4.	Company Profile	As per format provided in Section 6.3 of this document
5.	Legal	<ol style="list-style-type: none"> 1. Copy of Certification of Incorporation/Registration Certificate. 2. Memorandum of Association and Article of Association (in case of Company). 3. PAN Card 4. GST Registration
6.	Annual Turnover	Details of annual turnover with documentary evidence Audited Financial Statements for the relevant year.
7.	Net Worth	Certificate of Net Worth duly authenticated by Chartered Accountants.
8.	Certification	Relevant ISO certification
9.	Declaration of Non-Blacklisting (To be provided on the Company letter head) Declaration for Lead Bidder	As per format provided in Section 6.4
10.	Power of Attorney	Documentary evidence as per format provided in Annexure 8 and 9
11.	Bidder's Experience	Citation details of projects as per format in Sections 7.4 as applicable.
12.	No Deviation Certificate	As per format provided in Section 6.6
13.	Total Responsibility Certificate	As per format in Section 6.7

2.11.2 Technical Bid Format

Section #	Section Heading	Details
1.	Technical Bid Checklist	As per format provided in Section 7.1
2.	Technical Bid Covering Letter	As per format provided in Section 7.2
3.	About Bidder	<ul style="list-style-type: none"> • Details about bidder (whether sole bidder or consortium) • Bidder's General Information as required in Technical Criteria 3.6.
4.	Understanding	Details as required in Technical Criteria 3.6.
5.	Solution proposed	Details as required in Technical Criteria 3.6. Please refer to section 7.5.1
6.	Credential Summary	As per format provided in Section 7.3
7.	Bidder's Experience	Project citation as per format provided in Section 7.4 and supporting documentary evidences and Self- certifications for project execution experience as per format in Section 6.8 as applicable.
8.	Project Plan and Resources	<ul style="list-style-type: none"> • Project plan as per format provided in Section 7.5.2 • Manpower Plan as per format provided in section 7.5.3 • CV of resources as per format provided in section 7.6
9.	Relevant Work Undertaken that best illustrates the experience as required for the Role	As per format provided in section 7.7.
10.	Compliance to Requirement (Technical / Functional Specifications)	As per format provided in section 7.8.
11.	Proposed Bill of Materials	As per format provided in section 7.9.
12.	Manufacturers'/Producers' Authorization Form	As per format provided in section 7.10.
13.	Anti-Collusion Certificate	As per format provided in Section 7.11
14.	Non-disclosure agreement	As per format provided in Section 11 (Annexure 6)

2.11.3 Commercial Bid Format

The Bidder must submit the Commercial Bid in the formats specified in Section 8.

S No.	Section Heading	Details
1	Total Price Summary	As per format provided in Section 8.1
2	Price component for CAPEX	As per format provided in Section 8.2
3	Price component for OPEX	As per format provided in Section 8.3

2.12 Language

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

2.13 Authentication of Bids

An authorized representative (or representatives) of the Bidder shall sign all pages of the Pre-Qualification, Technical and Commercial Bids. Bid should be accompanied by an authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written Power of Attorney / Board Resolution accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

2.14 Amendment of Request for Proposal

At any time prior to the due date for submission of bid, BSCL may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the website URL mentioned in the fact sheet, through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly. It shall be the responsibility of the prospective bidder(s) to check <https://www.eproc2.bihar.gov.in/> (Under Bhagalpur Smart City Limited) and <https://www.smartcitybhagalpur.org/tenders> website from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, BSCL shall not be responsible. In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, BSCL, at its discretion, may extend the deadline for submission of bids which would be uploaded on website.

2.15 Bid Price

Commercial Bid shall be as per the format provided in Section 8.

Bidders shall quote for the entire scope of contract on an “overall responsibility” basis such that the total bid price covers Bidder’s all obligations (without any exceptions) mentioned in the bidding documents/RFP in respect of providing the product/services.

Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected. However, it should be noted that the price quotes should be as per the format given for financial submission.

2.16 Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Section 6.6. The bids with deviation(s) to the clauses/ outlined scope mentioned in the RFP are liable for rejection.

2.17 Total Responsibility

Bidder should issue a statement undertaking total responsibility for the defect free operation with effective MSLAs of the proposed solution as per the format mentioned in Section 6.7.

2.18 Late Bids

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

2.19 Right to Terminate the Process

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

2.20 Non-Conforming bids

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

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

2.21 Acceptance/Rejection of Bids

- a. BSCL reserves the right to reject in full or part, any or all bids without assigning any reason thereof. BSCL reserves the right to assess the Bidder's capabilities and capacity. The decision of BSCL shall be final and binding.
- b. Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested. In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, BSCL reserves the right to reject the Bid and forfeit the EMD.

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

- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- c) If there is a discrepancy between words and figures, the amount in words shall prevail.
- d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his explanations. On the above lines BSCL reserves the right to take appropriate decision which needs to be agreed by the bidder. If the bidder does not agree to the decision of BSCL, the bid is liable to be disqualified.

2.22 Confidentiality

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances. The successful bidder and its consortium partners will sign Non – Disclosure Agreement as per Annexure 6. Confidentiality agreement will be mutually applicable on both the bidder and BSCL.

2.23 Disqualification

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

- a) During validity of the bid, or its extended period, if any, the bidder increases its quoted prices;
- b) The bidder's bid is conditional and has deviations from the terms and conditions of RFP;
- c) Bid is received in incomplete form;
- d) Bid is not accompanied by all the requisite documents;
- e) Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any;
- f) Financial bid is enclosed with the same document as technical bid;
- g) Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process;
- h) In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately; and
- i) If any of the Lead Bidder is also partner in any other bid, then all the affected bids shall be disqualified.

2.24 Key Personnel

BSCL has identified certain key positions and minimum qualifications for each of the positions that should be part of project team of the bidder (hereby referred to as "key personnel"). Details of these key positions are provided in Section 3.6.

2.24.1 Initial Composition; Full Time Obligation; Continuity of Personnel

Bidder shall ensure that each member of the Key Personnel devotes substantial working time as per the staffing schedule/ manpower plan to perform the services to which that person has been assigned as per the bid.

Bidder shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the defined term of the engagement unless that person resigns, is terminated for cause, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires. In any such case, the BSCL's prior written consent would be mandatory.

2.24.2 Evaluations

Bidder shall carry out an evaluation of the performance of each member of the Key Personnel in connection with the Services at least once in each Contract Year. Bidder shall provide reasonable written notice to BSCL of the date of each evaluation of each member of the Key Personnel. BSCL shall be entitled to provide inputs to the bidder for each such evaluation. Bidder shall promptly provide the results of each evaluation to BSCL, subject to Applicable Law.

2.24.3 Replacement

In case any proposed resource resigns, then the Bidder has to inform BSCL within one week of such resignation.

Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key Personnel is not vacant at any point in time during the contract period, subject to reasonable extensions requested by Bidder to BSCL.

Before assigning any replacement member of the Key Personnel to the provision of the Services, Bidder shall provide BSCL with:

- a) a resume, curriculum vitae and any other information about the candidate that is reasonably requested by BSCL; and
- b) An opportunity to interview the candidate.

The bidder has to provide replacement resource of better qualification and experience as per the requirements of this RFP.

If BSCL objects to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative candidate in accordance with the resource requirements of this RFP.

The bidder needs to ensure at least 4 weeks of overlap period in such replacements. BSCL will not be responsible for any knowledge transition to the replacement resource and any impact/escalation of cost incurred by the bidder due to resource replacement.

2.25 Fraud and Corrupt Practices

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

and evaluation of such Bidder's Bid.

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

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

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

b) "**fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by BSCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the

Selection Process.

2.26 Conflict of Interest

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

2.27 Sub-Contracting

The bidder would not be allowed to sub-contract work, except for the following:

- a) Facility Management Staff at Ground maintenance, Cleaning, Catering, Vending Space management, Utilities management etc. and associated manpower with prior written approval from BSCL.

2.28 Quality Standards and pre-eligibility OEM Criteria:

For the below OEM criteria, either a public documentation or Self certification on OEM letter head to be provided as a proof of compliance:

- a) All quoted OEM should have quality standard certifications like ISO 9001-2008/2015, ISO 14001, ISO 27001, wherever applicable to ensure only quality OEM participation, as on date of RFP release.
- b) OEM for the all active network, security, compute, storage should have a registered office and a development centre in India and should be directly present for last 5 years, from date of RFP publication.
- c) Proposed OEM for any technology should not have filed for bankruptcy and should have positive net worth for at least last 3 consecutive financial years.
- d) The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the

offer document by the Bidder. Equipment and its accessories should be of the same make and all quantities supplied for that line item should be of same make only.

- e) The OEM for all active components should give a declaration that products or technology quoted are not end of- sale till 24 months from the date of RFP release and are not end-of-support till 5 years from date of Final Go-Live.
- f) The proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs.
- g) Each of the proposed OEMs should have existing capability and infrastructure to provide 24x7x365 technical support with Indian Toll or Toll-Free call in numbers.
- h) The Goods and Services to be supplied, installed and/or performed by the Bidder should conform to the RFP requirements.
- i) All the bidders must comply in accordance with Office Memorandum vide no. F.NO.6/18/2019-PPD dated – 23rd July, 2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division. The order copy is attached as Annexure -10.
- j) Lead bidder or any of the consortium partners should have office in Bhagalpur. If not already established, they should provide an undertaking that they shall establish an office in Bhagalpur within 30 days after award of work.

Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the technical proposal by the Bidder.

2.29 Right to Vary Quantity

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased by 20%. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b) If the BSCL does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

2.30 Withdrawal, Substitution, and Modification of Bids

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

the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

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

2.31 Site Visit

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

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

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

3. SELECTION PROCESS FOR BIDDER

3.1 Opening of Bids

The Bids shall be opened through online <https://eproc2.bihar.gov.in/> by BSCL in presence of those Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or authorisation letter to BSCL from the bidder firms to identify that they are bonafide representatives of the bidder firm (representatives must carry his identity proof such as AADHAR/PAN/VOTER ID etc.), the for attending the opening of bid.

There will be two bid-opening events as follows:

1. Set 1 (Technical bid)

2. Set 2 (Commercial/Financial Bid)

- i. The venue, date and time for opening the bid are mentioned in the NIT.
- ii. The date and time for opening of Technical bid is specified in the bidding schedule and that of the Commercial bid would be communicated at respective stages to eligible bidders.
- iii. The Commercial Bids of only those bidders will be opened who score equal to or more than qualifying marks as mentioned in Technical Bid.

3.2 Preliminary Examination of Bids

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

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

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

3.3 Clarification on Bids

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

3.4 Evaluation Process

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

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

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

The steps for evaluation are as follows:

3.5 Stage 1: Pre-Qualification

- a) BSCL shall validate/download the bid documents sought in clause no.2.10.
- b) If the contents of the Set 1 are as per requirements, BSCL shall open the “Pre-Qualification Bid”. **Each of the Pre-Qualification condition mentioned in Section 3.6 is MANDATORY.** In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.
- c) The Bid Security amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.
- d) Technical bids for those bidders who don’t pre-qualify will not be evaluated.
- e) Financial bid will not be opened for those bidders, who don’t qualify the technical evaluation. Bid Security shall be promptly returned to the unsuccessful bidders.
- f) The information of qualification/disqualification of bidders based on the Pre- Qualification criteria will be published in <https://www.eproc2.bihar.gov.in/> (Under Bhagalpur Smart City Limited) and <https://www.smartcitybhagalpur.org>.

3.5.1 Stage 2: Technical Evaluation

- a) Set 1 “Technical bid” will be evaluated only for the bidders who succeed in Stage1.
- b) BSCL will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at BSCL’s discretion.
- c) The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and Technical Evaluation Framework as mentioned in Section 3.7.
- d) Bidders may be asked to give demonstration of the envisaged solution to BSCL as per the demo scripts that shall be shared with the Bidders who qualify the Pre-Qualification Stage.
- e) Bidders to submit in detailed – “Approach & Methodology & Solutions proposed “
- f) Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an Overall Technical score of 70% or more in the Technical Evaluation Framework as given in Section 3.7 will qualify for commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.
- g) After Technical Bid Evaluation, the scores obtained as per Technical Evaluation Framework as given in Section 3.7 by the bidders will be published in <https://www.eproc2.bihar.gov.in/> (Under Bhagalpur Smart City Limited) and <https://www.smartcitybhagalpur.org>.

3.5.2 Stage 3: Commercial Evaluation

- a) All the technically qualified bidders will be notified to participate in Commercial Bid opening process.
- b) The commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at BSCL's discretion.
- c) Commercial Bids that are not as per the format provided in Section 8 (Annexure 4) shall be liable for rejection.
- d) The bid price shall be in Indian Rupees. No quote other than in INR will be considered.
- e) The International bidders are advised to take into consideration the currency fluctuation and quote accordingly only in INR.
- f) The Total Price Summary submitted by bidder under Price Schedule (Section 8.1) will only be considered while comparing financial bid.
- g) After Commercial Bid Evaluation, the scores obtained as per QCBS method referred in Clause No. 1.4 – Factsheet of RFP of by the bidders will be published in <https://www.eproc2.bihar.gov.in/> (Under Bhagalpur Smart City Limited) and <https://www.smartcitybhagalpur.org>.

3.6 Pre-Qualification Criteria

S No.	Type	Pre-Qualification Criteria	Required Documentary Evidence
1	Company Profile	<p>The Sole / Lead Bidder (in case of Consortium) shall be in operations for a period of at least five (5) years as on published date of RFP.</p> <p>In case of a Consortium, in addition, each member other than Lead Bidder shall be in operations for a period of at least three (3) years as on published date of RFP.</p>	<ol style="list-style-type: none"> 1. Copy of certificate of Incorporation/Registration under Companies Act 1956/2013 (for Indian companies) along with MOA & AOA of all bidders. 2. Global companies to provide equivalent proof of incorporation/ registration.
2	Company Financial Profile	<p>The Sole Bidder or the Lead Bidder of Consortium, in case of a Consortium, shall have minimum relevant average annual turnover of INR 200 Crores over the last three (3) Financial Years.</p>	<ol style="list-style-type: none"> 1. Audited financial statements as per Section 2(40) Company Act. for last three Financial Years i.e. FY 2017-18, FY 2018-19, FY 2019-20. 2. Statutory auditor's/CA certificate clearly specifying the annual turnover for the specified years. 3. PAN card. 4. GST registration.
3	Financials- Net worth	<p>The Sole Bidder / The Bidder (Lead Partner in case of consortium) shall have positive Net-Worth over the last 3 audited Financial Years.</p> <p>All consortium members shall have positive Net-Worth over the last 3 audited Financial Years.</p>	<p>Certificate from the Statutory Auditor/CA for last 3 years i.e. FY 2017-18, FY 2018 -19, FY 2019 -20.</p>
4	Local Presence	<p>The Sole Bidder or the Lead Bidder of consortium, in case of a Consortium, should have office in the State of Bihar or should furnish an undertaking that the same would be established within one month of signing the contract, if project is awarded</p>	<p>List and address of office in Bihar OR Undertaking from authorized signatory to open office with GST registration in Bhagalpur within 30 days from Contract signing.</p>
5	Key Certifications	<p>The Bidder (any member of consortium) shall have following Certifications valid at the time of Bidding:</p> <ul style="list-style-type: none"> •ISO 9001:2008 / ISO 9001:2015 •ISO 20000:2011 for IT Service Management or equivalent certification •ISO27001:2013 for Information Security Management System or equivalent certification. •CMMi level 3 or higher certification. 	<p>Copies of the valid certificates in the name of the Bidder.</p>

S No.	Type	Pre-Qualification Criteria	Required Documentary Evidence
6	Company Standings	As on date of submission of the proposal, the Bidder (all members of the consortium as applicable including their parent/subsidiary/associate companies) shall not be blacklisted / debar by any State / Central Government Department or Central /State PSUs/Multilateral Funding Agency.	<ol style="list-style-type: none"> 1. The Sole Bidder or the Partner In charge and all other Members of Consortium: Undertaking for this on company letter head as per Clause no. 6.4. 2. In case of consortium, this needs to be provided by each of the consortium member.
7	Projects Experience	<ul style="list-style-type: none"> • The Sole Bidder / Lead Bidder / (Any member in case of consortium) should have minimum experience in implementation at least five (5) of the following below mentioned sectors. <ol style="list-style-type: none"> I. CCTV Surveillance System. II. Data Centre/Disaster Recovery Centre III. Command and Control Center / City Control Room/ Communication Center / Network Operations Centre. IV. Optical Fiber Cable laying or Network Backbone. V. E-Gov or application deployment or integration (ERP/GIS/Web portal development/Mobile Applications/MIS System/Parking Management Application). VI. Intelligent Traffic Management System (RLVD/SVD/ANPR/VMS/e-Challan/ITS/ATCS). VII. Implementation of various devices (Environmental Monitoring System/ Variable Message System/ Public Address System/ Emergency Call Box (ECB) System). VIII. Operations and Maintenance of ICT Components etc., 	<p>Work order/Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.</p> <p style="text-align: center;">AND</p> <p>Completion Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead or in case of NDA Self certificate by the CA of the bidder.</p> <p style="text-align: center;">OR</p> <p>For the project under execution either Go Live or should have completed 60 % of the CAPEX part and communication in the form of a certificate from client or Self certificate by the CA of the bidder.</p>

3.7 Technical Evaluation Framework

The Bidder's technical solution proposed in the Technical Evaluation bid shall be evaluated as per the evaluation criteria in the following table:

S No.	Evaluation Criteria	Total Marks
A	Project Experience of Bidder / Consortium	50
B	Average Annual Turnover	10
C	Plan, Approach & Methodology including Technical Presentation and Proof of Concept.	25
D	Relevant Manpower Deployment	15
TOTAL		100

QCBS (70:30) Qualification criteria for technical evaluation and progression to commercial evaluation stage- Minimum 70% (70 marks out of 100 marks) of the overall technical score total.

BSCL reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the additional requisite support must be provided by the Bidder.

3.8 Technical Marking Matrix

Sl. No.	Criteria Category	Evaluation Criterion Details	Max Marks Allotted	Supporting Documents Required						
A	PROJECT EXPERIENCE OF BIDDER /CONSORTIUM		50							
A.1	Bidders competence in execution of Command and Control Center / City Control Room/ Communication Center / Network Operations Centre.	<p>The Bidder (or any consortium) should have experience in execution of Command and Control Center / City Control Room/ Communication Center / Network Operations Centre of a single project worth at-least INR 10 Crore within any of the last 5 years.</p> <table border="1"> <thead> <tr> <th>Project Cost</th> <th>% of Max Marks Allotted</th> </tr> </thead> <tbody> <tr> <td>More than INR 12 Crore</td> <td>100% out of 12 marks.</td> </tr> <tr> <td>INR 10 Crore upto 12 Crore</td> <td>50% out of 12 marks.</td> </tr> </tbody> </table>	Project Cost	% of Max Marks Allotted	More than INR 12 Crore	100% out of 12 marks.	INR 10 Crore upto 12 Crore	50% out of 12 marks.	12	<p>Work order/Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.</p> <p>AND Completion Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead or in case of NDA Self certificate by the CA of the bidder.</p> <p>OR For the project under execution either Go Live or should have completed 60 % of the CAPEX part and communication in the form of a certificate from client or Self certificate by the CA of the bidder.</p>
Project Cost	% of Max Marks Allotted									
More than INR 12 Crore	100% out of 12 marks.									
INR 10 Crore upto 12 Crore	50% out of 12 marks.									

Sl. No.	Criteria Category	Evaluation Criterion Details	Max Marks Allotted	Supporting Documents Required						
A.2	Bidders competence in execution of Data Centre/Disaster Recovery Centre	<p>The Bidder (or any consortium) should have experience in execution of Data Centre/Disaster Recovery Centre of a single project worth at-least INR 10 Crore within any of the last 5 years.</p> <table border="1" data-bbox="563 533 1072 819"> <thead> <tr> <th data-bbox="563 533 887 656">Project Cost</th> <th data-bbox="887 533 1072 656">% of Max Marks Allotted</th> </tr> </thead> <tbody> <tr> <td data-bbox="563 656 887 734">More than INR 12 Crore</td> <td data-bbox="887 656 1072 734">100% out of 12 marks.</td> </tr> <tr> <td data-bbox="563 734 887 819">INR 10 Crore upto 12 Crore</td> <td data-bbox="887 734 1072 819">50% out of 12 marks.</td> </tr> </tbody> </table>	Project Cost	% of Max Marks Allotted	More than INR 12 Crore	100% out of 12 marks.	INR 10 Crore upto 12 Crore	50% out of 12 marks.	12	<p>Work order/Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.</p> <p>AND Completion Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead or in case of NDA Self certificate by the CA of the bidder.</p> <p>OR For the project under execution either Go Live or should have completed 60 % of the CAPEX part and communication in the form of a certificate from client or Self certificate by the CA of the bidder.</p>
Project Cost	% of Max Marks Allotted									
More than INR 12 Crore	100% out of 12 marks.									
INR 10 Crore upto 12 Crore	50% out of 12 marks.									

Sl. No.	Criteria Category	Evaluation Criterion Details	Max Marks Allotted	Supporting Documents Required						
A.3	Bidders competence in execution of E-Gov or application deployment or integration (ERP/GIS/Web portal development/Mobile Applications/MIS System/Parking Management Application).	<p>The Bidder (or any consortium) should have experience in execution of E-Gov or application deployment or integration (ERP/GIS/Web portal development/Mobile Applications/MIS System/Parking Management Application) of a single project worth at-least INR 5 Crore within any of the last 5 years.</p> <table border="1" data-bbox="560 678 1075 965"> <thead> <tr> <th data-bbox="560 678 887 797">Project Cost</th> <th data-bbox="887 678 1075 797">% of Max Marks Allotted</th> </tr> </thead> <tbody> <tr> <td data-bbox="560 797 887 882">More than INR 6 Crore</td> <td data-bbox="887 797 1075 882">100% out of 10 marks.</td> </tr> <tr> <td data-bbox="560 882 887 965">INR 5 Crore upto 6 Crore</td> <td data-bbox="887 882 1075 965">50% out of 10 marks.</td> </tr> </tbody> </table>	Project Cost	% of Max Marks Allotted	More than INR 6 Crore	100% out of 10 marks.	INR 5 Crore upto 6 Crore	50% out of 10 marks.	10	<p>Work order/Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.</p> <p>AND Completion Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead or in case of NDA Self certificate by the CA of the bidder.</p> <p>OR For the project under execution either Go Live or should have completed 60 % of the CAPEX part and communication in the form of a certificate from client or Self certificate by the CA of the bidder.</p>
Project Cost	% of Max Marks Allotted									
More than INR 6 Crore	100% out of 10 marks.									
INR 5 Crore upto 6 Crore	50% out of 10 marks.									

Sl. No.	Criteria Category	Evaluation Criterion Details	Max Marks Allotted	Supporting Documents Required						
A.4	Bidders competence in execution of CCTV Surveillance Project.	<p>The Bidder (or any consortium) should have experience in execution of CCTV Surveillance of a single project worth at-least INR 3 Crore within any of the last 5 years.</p> <table border="1" data-bbox="563 506 1070 790"> <thead> <tr> <th data-bbox="563 506 887 622">Project Cost</th> <th data-bbox="887 506 1070 622">% of Max Marks Allotted</th> </tr> </thead> <tbody> <tr> <td data-bbox="563 622 887 707">More than INR 5 Crore</td> <td data-bbox="887 622 1070 707">100% out of 10 marks.</td> </tr> <tr> <td data-bbox="563 707 887 790">INR 3 Crore upto 5 Crore</td> <td data-bbox="887 707 1070 790">50% out of 10 marks.</td> </tr> </tbody> </table>	Project Cost	% of Max Marks Allotted	More than INR 5 Crore	100% out of 10 marks.	INR 3 Crore upto 5 Crore	50% out of 10 marks.	10	<p>Material and value of the contract/order.</p> <p>AND</p> <p>Completion Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead or in case of NDA Self certificate by the CA of the bidder.</p> <p>OR</p> <p>For the project under execution either Go Live or should have completed 60 % of the CAPEX part and communication in the form of a certificate from client or Self certificate by the CA of the bidder.</p>
Project Cost	% of Max Marks Allotted									
More than INR 5 Crore	100% out of 10 marks.									
INR 3 Crore upto 5 Crore	50% out of 10 marks.									

Sl. No.	Criteria Category	Evaluation Criterion Details	Max Marks Allotted	Supporting Documents Required						
A.5	Bidders competence in Operations and Maintenance of ICT Projects etc.,	<p>The Bidder (or any consortium) should have experience in Operations and Maintenance of ICT Projects etc., of projects within any of the last 5 years.</p> <table border="1" data-bbox="563 495 1072 779"> <thead> <tr> <th data-bbox="563 495 887 618">Number of Projects</th> <th data-bbox="887 495 1072 618">Max. Marks Allotted</th> </tr> </thead> <tbody> <tr> <td data-bbox="563 618 887 696">More than 2 number of projects</td> <td data-bbox="887 618 1072 696">100% out of 2 marks.</td> </tr> <tr> <td data-bbox="563 696 887 779">Minimum 2 number of projects</td> <td data-bbox="887 696 1072 779">50% out of 2 marks.</td> </tr> </tbody> </table>	Number of Projects	Max. Marks Allotted	More than 2 number of projects	100% out of 2 marks.	Minimum 2 number of projects	50% out of 2 marks.	2	<p>Work order/Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.</p> <p>AND Completion Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead or in case of NDA Self certificate by the CA of the bidder.</p> <p>OR For the project under execution either Go Live or should have completed 60 % of the CAPEX part and communication in the form of a certificate from client or Self certificate by the CA of the bidder.</p>
Number of Projects	Max. Marks Allotted									
More than 2 number of projects	100% out of 2 marks.									
Minimum 2 number of projects	50% out of 2 marks.									

Sl. No.	Criteria Category	Evaluation Criterion Details	Max Marks Allotted	Supporting Documents Required						
A.6	Bidders competence in execution of Optical Fiber Cable Laying or Network Backbone.	<p>The Bidder (or any consortium) should have experience in execution of Optical Fiber Cable Laying or Network Backbone of a single project worth at least INR 2.5 Crore within any of the last 5 years.</p> <table border="1" data-bbox="560 584 1075 871"> <thead> <tr> <th data-bbox="560 584 887 701">Project Cost</th> <th data-bbox="887 584 1075 701">% of Max Marks Allotted</th> </tr> </thead> <tbody> <tr> <td data-bbox="560 701 887 786">More than INR 3 Crore</td> <td data-bbox="887 701 1075 786">100% out of 2 marks.</td> </tr> <tr> <td data-bbox="560 786 887 871">INR 2.5 Crore upto 3 Crore</td> <td data-bbox="887 786 1075 871">50% out of 2 marks.</td> </tr> </tbody> </table>	Project Cost	% of Max Marks Allotted	More than INR 3 Crore	100% out of 2 marks.	INR 2.5 Crore upto 3 Crore	50% out of 2 marks.	2	<p>Work order/Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.</p> <p>AND Completion Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead or in case of NDA Self certificate by the CA of the bidder.</p> <p>OR For the project under execution either Go Live or should have completed 60 % of the CAPEX part and communication in the form of a certificate from client or Self certificate by the CA of the bidder.</p>
Project Cost	% of Max Marks Allotted									
More than INR 3 Crore	100% out of 2 marks.									
INR 2.5 Crore upto 3 Crore	50% out of 2 marks.									

Sl. No.	Criteria Category	Evaluation Criterion Details	Max Marks Allotted	Supporting Documents Required						
A.7	Bidders competence in execution of Intelligent Traffic Management System (RLVD or SVD or ANPR or VMS or e-Challan or ITS or ATCS).	<p>The Bidder or any consortium should have experience in execution of Intelligent Traffic Management System (RLVD/SVD/ANPR/VMS/e-Challan/ITS/ATCS) of a single project worth at-least INR 5 Crore within any of the last 5 years.</p> <table border="1"> <thead> <tr> <th>Project Cost</th> <th>% of Max Marks Allotted</th> </tr> </thead> <tbody> <tr> <td>More than INR 7 Crore</td> <td>100% out of 2 marks.</td> </tr> <tr> <td>INR 5 Crore upto 7 Crore</td> <td>50% out of 2 marks.</td> </tr> </tbody> </table>	Project Cost	% of Max Marks Allotted	More than INR 7 Crore	100% out of 2 marks.	INR 5 Crore upto 7 Crore	50% out of 2 marks.	2	<p>Work order/Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.</p> <p>AND Completion Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead or in case of NDA Self certificate by the CA of the bidder.</p> <p>OR For the project under execution either Go Live or should have completed 60 % of the CAPEX part and communication in the form of a certificate from client or Self certificate by the CA of the bidder.</p>
Project Cost	% of Max Marks Allotted									
More than INR 7 Crore	100% out of 2 marks.									
INR 5 Crore upto 7 Crore	50% out of 2 marks.									

Sl. No.	Criteria Category	Evaluation Criterion Details	Max Marks Allotted	Supporting Documents Required								
B	AVERAGE ANNUAL TURNOVER		10									
	Company Profile	The Sole Bidder or the Lead Bidder of Consortium, in case of a Consortium, shall have minimum relevant average annual turnover of INR 200 Crores over the last three (3) Financial Years.	10	Certificate from CA/Company Secretary with details of turnover for the last three financial years.								
		<table border="1"> <thead> <tr> <th>Turnover</th> <th>% of Max Marks Allotted</th> </tr> </thead> <tbody> <tr> <td>More than INR 220 Crore</td> <td>100% out of 10 marks.</td> </tr> <tr> <td>Above INR 210 Crore upto 220 Crore</td> <td>75% out of 10 marks.</td> </tr> <tr> <td>INR 200 Crore upto 210 Crore</td> <td>50% out of 10 marks.</td> </tr> </tbody> </table>	Turnover	% of Max Marks Allotted	More than INR 220 Crore	100% out of 10 marks.	Above INR 210 Crore upto 220 Crore	75% out of 10 marks.	INR 200 Crore upto 210 Crore	50% out of 10 marks.		
Turnover	% of Max Marks Allotted											
More than INR 220 Crore	100% out of 10 marks.											
Above INR 210 Crore upto 220 Crore	75% out of 10 marks.											
INR 200 Crore upto 210 Crore	50% out of 10 marks.											

Sl. No.	Criteria Category	Evaluation Criterion Details	Max Marks Allotted	Supporting Documents Required																																							
C	Plan, Approach & Methodology including Technical Presentation and Proof of Concept		25																																								
	<table border="1"> <thead> <tr> <th>Sl.No.</th> <th>Component</th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>OFC laying and Network Backbone</td> <td>Compliance as per Volume – II of Scope of Work of RFP.</td> <td>1 Mark</td> </tr> <tr> <td></td> <td></td> <td>Otherwise</td> <td>0 Mark</td> </tr> <tr> <td>2.</td> <td>Command & Control Centre</td> <td>Compliance as per Volume – II of Scope of Work of RFP.</td> <td>1 Mark</td> </tr> <tr> <td></td> <td></td> <td>Otherwise</td> <td>0 Mark</td> </tr> <tr> <td>3.</td> <td>Data Centre and DR Site</td> <td>Compliance as per Volume – II of Scope of Work of RFP.</td> <td>1 Mark</td> </tr> <tr> <td></td> <td></td> <td>Otherwise</td> <td>0 Mark</td> </tr> <tr> <td>4.</td> <td>ITMS</td> <td>Compliance as per Volume – II of Scope of Work of RFP.</td> <td>1 Mark</td> </tr> <tr> <td></td> <td></td> <td>Otherwise</td> <td>0 Mark</td> </tr> <tr> <td>5.</td> <td>Variable Message System</td> <td>Compliance as per Volume – II of Scope of Work of RFP.</td> <td>1 Mark</td> </tr> </tbody> </table>	Sl.No.	Component			1.	OFC laying and Network Backbone	Compliance as per Volume – II of Scope of Work of RFP.	1 Mark			Otherwise	0 Mark	2.	Command & Control Centre	Compliance as per Volume – II of Scope of Work of RFP.	1 Mark			Otherwise	0 Mark	3.	Data Centre and DR Site	Compliance as per Volume – II of Scope of Work of RFP.	1 Mark			Otherwise	0 Mark	4.	ITMS	Compliance as per Volume – II of Scope of Work of RFP.	1 Mark			Otherwise	0 Mark	5.	Variable Message System	Compliance as per Volume – II of Scope of Work of RFP.	1 Mark		Assessment to be based on a dedicated sectional note covering all requirements (in the Technical Proposal submitted by the bidder) including a Technical Presentation presented before Tender Committee. The copy of technical presentation
Sl.No.	Component																																										
1.	OFC laying and Network Backbone	Compliance as per Volume – II of Scope of Work of RFP.	1 Mark																																								
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		Otherwise	0 Mark																																								
5.	Variable Message System	Compliance as per Volume – II of Scope of Work of RFP.	1 Mark																																								

Sl. No.	Criteria Category	Evaluation Criterion Details		Max Marks Allotted	Supporting Documents Required
		Otherwise	0 Mark		to be submitted on same day in the mode of CD/DVD/ Pendrive.
6.	Public Address System	Compliance as per Volume – II of Scope of Work of RFP.	1 Mark		
		Otherwise	0 Mark		
7.	Emergency Call Box (ECB) System	Compliance as per Volume – II of Scope of Work of RFP.	1 Mark		
		Otherwise	0 Mark		
8.	Smart Parking	Compliance as per Volume – II of Scope of Work of RFP.	1 Mark		
		Otherwise	0 Mark		
9.	Environmental Monitoring System	Compliance as per Volume – II of Scope of Work of RFP.	1 Mark		
		Otherwise	0 Mark		
10.	Enterprise GIS	Compliance as per Volume – II of Scope of Work of RFP.	1 Mark		
		Otherwise	0 Mark		
11.	Web Portal & Mobile App	Compliance as per Volume – II of Scope of Work of RFP.	1 Mark		
		Otherwise	0 Mark		
12.	CCTV Surveillance	Compliance as per Volume – II of Scope of Work of RFP.	1 Mark		
		Otherwise	0 Mark		
13.	Edge based Analytics	Compliance as per Volume – II of Scope of Work of RFP.	1 Mark		
		Otherwise	0 Mark		
14.	Artificial Intelligence	Compliance as per Volume – II of Scope of Work of RFP.	1 Mark		
		Otherwise	0 Mark		
15.	Technical Presentation (Mandatory)	Compliance as per Volume – II of Scope of Work of RFP.	1 Mark		
16.	Proof of Concept	Compliance as per RFP Volume – II of Scope of Work of RFP.	10 Marks		

Sl. No	Criteria Category	Evaluation Criterion Details	Max Marks Allotted	Supporting Documents Required
D	Resource/Manpower Deployment		15	
1	Project Manager	<p>Qualification and Experience:</p> <p>Educational Qualification: BE / B. Tech / MCA with M.Tech / PGDM / MBA (IT/Operations) from recognised Institutes and Certification in PMP/ Prince2:</p> <p>a. Work experience of in the capacity of Project/Program Manager in ICT implementation projects. 2 Marks</p> <ul style="list-style-type: none"> • >12 years of relevant experience: 2 mark • ≥10 to 12 years of relevant experience: 1 mark <p>b. Project / Program management Experience in ICT implementation Project of value: 1 Marks</p> <ul style="list-style-type: none"> • More than 100 Crores: 1 Marks • 50 Crores to 100 Crores: 0.5 Mark. 	3	The detailed CVs of the proposed Manpower Resources duly attested by the competent authority of the bidder.
2	Solution Architect	<p>a) Educational Qualification:</p> <ul style="list-style-type: none"> • Bachelor's Degree in Engineering/MCA /MBA (IT/ICT) (2 Years Full Time) <p>b) Work experience as IT/ICT solution architect: 3 Marks</p> <ul style="list-style-type: none"> • >=10 years = 2 Marks • >=8 and <10 year =1 Marks 	2	
3	Intelligent Traffic Management Expert	<p>a) Educational Qualification:</p> <ul style="list-style-type: none"> • BE/B.Tech or Graduation / Post Graduation in Transportation. <p>b) Work experience as ITMS/ Transportation expert: 1 Marks</p> <ul style="list-style-type: none"> • >=5 years = 1 Marks • <5 years= 0.5 Marks <p>c) Work experience in Designing & implementation of Intelligent (preferably Adaptive) Traffic Management System: 1 Marks</p> <ul style="list-style-type: none"> • At least 1 Project = 0.5 Mark • 2 or more than 2 Project= 1 Marks 	2	

Sl. No	Criteria Category	Evaluation Criterion Details	Max Marks Allotted	Supporting Documents Required
4	Security & Surveillance Expert	<p>a) Educational Qualification:</p> <ul style="list-style-type: none"> BE/B.Tech in IT/CSE/ECE <p>b) Work experience as Security and Surveillance expert: 1 Marks</p> <ul style="list-style-type: none"> >=10 years = 1 Marks <10 years= 0.5 Marks <p>c) Work experience as Security and Surveillance expert: 1 Mark</p> <ul style="list-style-type: none"> At least 3 Project = 0.5 Mark 4 or more than 4 Project= 1 Mark 	2	
5	Software Application Expert	<p>a) Educational Qualification: Bachelor's Degree in Engineering/MCA in IT/CSE.</p> <p>b) Work experience as Expert in software Implementation Project: 1 Marks</p> <ul style="list-style-type: none"> >=8 years = 1 marks >=6 and <8 year =0.5Marks <p>c) Work experience as Software Expert (Team Leader/Project Manager): 1Mark</p> <ul style="list-style-type: none"> At least 2 Project = 0.5 Mark 3 or more than 3 Project = 1 Mark 	2	
6	Network & Security – Infrastructure Expert	<p>a) Educational Qualification:</p> <ul style="list-style-type: none"> Bachelor's Degree in Engineering/MCA in IT/CSE/ECE/EE. CCNA, CCNP any other relevant. <p>b) Work experience in Implementation of Network and Security Infrastructure Projects: 1 Mark</p> <ul style="list-style-type: none"> >=10 years = 1 marks >=8 and <10 year =0.5 Marks <p>c) Work experience as Network and Security Expert: 1 Mark</p> <ul style="list-style-type: none"> At least 2 Project = 0.5 Mark 3 or more than 3 Project = 1 Mark 	2	The detailed CVs of the proposed Manpower Resources duly attested by the competent authority of the bidder.

Sl. No	Criteria Category	Evaluation Criterion Details	Max Marks Allotted	Supporting Documents Required
7	Server and Storage Expert	<p>a) Educational Qualification:</p> <ul style="list-style-type: none"> Bachelor's Degree in Engineering in System Design / IT/ CSE/ ECE / EE. <p>b) Work experience in System Design/Architect: 1 Mark</p> <ul style="list-style-type: none"> >=8 and <10 year =0.5 Marks >=10 years = 1 Mark 	1	
8	GIS Expert	<p>a) Educational Qualification:</p> <ul style="list-style-type: none"> Bachelor's Degree in Engineering/Geology/MCA/ Remote Sensing. <p>b) Work experience as GIS expert: 1 Marks</p> <ul style="list-style-type: none"> >=10 years = 1 Marks >=8 and <10 year = 0.5 Marks 	1	

Key Personnel Criteria

- MSI shall provide adequate number of personnel, each responsible for a specific role within the project. MSI shall provide clear definition of the role and responsibility of each individual personnel.
- MSI shall have a defined hierarchy and reporting structure for various teams that shall be part of the project. MSI has to provide the list of proposed Manpower for the Project. Any changes in Manpower deployment post submission of the proposal will have to be approved by the BSCL.
- The indicative minimum qualification required for Key Positions identified for this project can be referred at point No. 3.8 of Technical Marking Matrix table. However, besides these mandatory deployments, MSI shall independently estimate the teams size required to meet the requirements of Service Levels as specified as part of this tender.
- All other proposed positions shall be Onsite throughout the entire project implementation phase.
- Manpower plan for Implementation and O&M Phase as per Section 8.3 of Volume-2 has to be provided as per format provided in Section 7.5.3 of Volume-1.

4. AWARD OF CONTRACT

4.1 Intention of Award

After Final Bid Evaluation, the intention of award will be published before issuing Letter of Award (LOA) in <https://www.eproc2.bihar.gov.in/> (Under Bhagalpur Smart City Limited) and <https://www.smartcitybhagalpur.org>.

4.2 Notification of Award

BSCL will issue LOA to successful bidder (i.e. the highest score as per QCBS method referred in Clause No. 1.4 – Factsheet of RFP) by e-mail followed by speed post. As an acceptance of the LOA, the Bidder shall sign and return back a duplicate copy of the LOA to BSCL within seven (7) working days.

4.3 Signing of Contract

After the receipt of Performance Bank Guarantee (PBG) as per RFP, the successful bidder shall execute a contract agreement with BSCL.

4.4 Performance Bank Guarantee (PBG)

Within fifteen (15) working days from the date of issue of LOA, the successful Bidder shall at his own expense submit unconditional and irrevocable Performance Bank Guarantee (PBG) to the BSCL. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Section 9 - Annexure 5 (a), payable on demand, for the due performance and fulfilment of the contract by the bidder.

This Performance Bank Guarantee shall be for an amount equivalent to 7% of total contract value. PBG shall be invoked by BSCL, in the event the Bidder:

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

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

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

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

In case the project is delayed beyond the project schedule as mentioned in RFP Vol - II, the performance bank guarantee shall be accordingly extended by the Bidder till completion of scope of work as mentioned in RFP Volume II.

This Performance Bank Guarantee shall be valid only up to the completion of the period of 'Final Go- Live' + 60 months for the Solution.

On satisfactory performance and completion of the order in all respects and duly certified to this effect by the BSCL, Contract Completion Certificate shall be issued and the PBG would be returned to the Bidder after successful completion of Operation and Maintenance (O&M) period of 60 months.

4.5 Warranty & Maintenance

Bidder shall also provide complete maintenance support for all the proposed integrated solution as outlined in this RFP for a period of Sixty months from the date of Final Go-live i.e. "Final Go-Live" + 60 months. "Final Go-live" is the date on which the proposed solution is completely operational as per the requirements provided in this RFP and all the acceptance tests are successfully concluded to the satisfaction of BSCL.

During the warranty period, the bidder shall covenant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further covenant that the goods supplied under this contract shall have no defects arising from design, materials or workmanship. BSCL or designated representatives of the bidder shall promptly notify successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to BSCL and within time specified and acceptable to BSCL.

If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, BSCL may proceed to take such reasonable remedial action as may be necessary, at

the successful bidder's risk and expense and without prejudice to any other rights maximum to the value of the defected item, which BSCL may have against the bidder under the contract.

During the comprehensive warranty period, the successful bidder shall provide all product(s) and documentation updates, patches/fixes, and free available version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to BSCL.

The successful bidder hereby warrants BSCL that:

- a) The implemented integrated solution represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any and provides the functionality and performance, as per the terms and conditions specified in the contract.
- b) The proposed integrated solution shall achieve parameters delineated in the technical specification/requirement.
- c) The successful bidder shall be responsible for warranty services from licensors/OEMs of products included in the systems.
- d) The successful bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

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

Failure of the successful bidder to agree with the Mutually Agreed Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award and also BSCL shall forfeit the EMD and encash PBG. In such event, BSCL may call for re-tendering.

5. ANNEXURE 1 – TEMPLATE FOR PRE-BID QUERIES

The bidder may request a clarification on any clause of the RFP documents up to the Prebid query submission date and time indicated in the NIT. Clarification should be submitted in the following table in excel format otherwise the queries shall not be entertained.

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

6. ANNEXURE 2 – FORMATS FOR SUBMISSION OF THE PRE-QUALIFICATION BID

6.1 Pre-qualification bid checklist

SI#	Checklist Items	Compliance (Yes or No)	Page No. and Section No. in bid documents
1.	RFP Document fees		
2.	Earnest Money Deposit		
3.	Pre-Qualification Covering letter		
4.	Consortium Agreement, if applicable as per Annexure 7		
5.	<ul style="list-style-type: none"> • Copy of Certification of Incorporation/Registration Certificate • PAN Card • GST Registration 		
6.	Audited financial statements for the last three financial years AND Certificate from the Statutory Auditor/ CA		
7.	Declaration of non-blacklisting		
8.	Power of attorney for Lead Bidder of Consortium		
9.	Project Citations as Applicable		
10.	No Deviation Certificate		
11.	Total Responsibility Certificate		
12.	Valid ISO/CMMi certification		

6.2 Pre-Qualification Bid Covering Letter

Date: dd / mm / yyyy

To,

Chief Executive Officer,
Bhagalpur Smart City Limited,
Bhagalpur,
Bihar, India

Subject: Request for Proposal for ICCC PROJECT (ICCC, Data Centre, OFC, ITMS etc.) Under SMART CITY MISSION (SCM) in Bhagalpur, Bihar.

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

Dear Sir,

With reference to your “Request for Proposal for ICCC PROJECT (ICCC, Data Centre, OFC, ITMS etc.) Under SMART CITY MISSION (SCM) in Bhagalpur, Bihar.”, we hereby submit our Prequalification bid, Technical Bid and Commercial Bid for the same.

We hereby declare that:

- a) We hereby acknowledge and unconditionally accept that the BSCL can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- b) We have submitted EMD of INR [] Crores and Tender/RFP fee of INR[] <<Financial Instrument details>>.
- c) We hereby declare that all information and details furnished by us in the Bid are true and correct to the best of our knowledge, and all documents accompanying such application are true copies of their respective originals.
- d) We agree to abide by our offer for a period of 180 days from the date of Submission of bid prescribed by BSCL and that we shall remain bound by a communication of acceptance within that time.
- e) We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.

f) In the event of acceptance of our bid, we do hereby undertake:

- (i) To supply the products and commence services as stipulated in the RFP document
 - (ii) To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
 - (iii) We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support and discounts etc.
- g) We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h) We understand that the BSCL may cancel the bidding process at any time and that BSCL is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i) We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact, email____, contact no. _____

Thanking you,

Yours sincerely,

(Authorized Signatory of the Lead bidder)

(Name in Full)

Designation

Seal

Date:

Place:

Business Address:

6.3 Company Profile

A. Brief company profile (required for both bidder Sole/Lead and consortium members)

S No.	Particulars	Description
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3.	Main business of the Bidder	
4.	Registered office address	
5.	Incorporation date and number	
6.	GST No	
7.	PAN details	
8.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
9.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
10.	EMD details	
11.	Role in Consortium (if applicable)	Brief scope of work in the consortium

B. Valid Certificate of Incorporation (required for both bidder Sole / Lead and Consortium members)

C. Financial Turnover of last 3 years (required only Sole / Lead bidder)

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

Annual Turnover details (certified)			
S No.	FY- 2017- 2018	FY- 2018- 2019	FY- 2019- 2020

- Audited financial statements as per Section 2(40) Company Act. for last three Financial Years.
- Statutory auditor's/CA certificate clearly specifying the annual turnover for the specified years.
- In case of 100% subsidiary CA certificate for turnover should be provided.

D. Financials- Net worth (required for both bidder Sole / Lead and consortium members)

The financial net-worth of the company has to be provided as per the following table:

Net-Worth details (certified)			
S No.	FY- 2017- 2018	FY- 2018- 2019	FY- 2019- 2020

- Certificate from the Statutory Auditor/CA on net worth for last 3 years.

**6.4 Declaration of Non-Blacklisting (To be provided on the Company letter head)
Declaration for Sole Bidder / Lead Bidder:**

To,

Chief Executive Officer,
Bhagalpur Smart City Ltd (BSCL),
Bihar, India
Place Date

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for ICCC PROJECT (ICCC, Data Centre, OFC, ITMS etc.) Under SMART CITY MISSION (SCM) in Bhagalpur, Bihar.

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

Dear Sir,

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

(Authorized Signatory of Sole / Lead Bidder)

Name in Full

Designation

Seal

Date:

Place:

Business Address:

6.5 Declaration for Consortium Member:

(To be provided on the Company letter head)

To,

Chief Executive Officer,
Bhagalpur Smart City Ltd (BSCL),
Bihar, India
Place Date

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal for ICCC PROJECT (ICCC, Data Centre, OFC, ITMS etc.) Under SMART CITY MISSION (SCM) in Bhagalpur, Bihar.

Ref: NIT No. <<.....>> dated <<>>

Dear Sir,

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

(Authorized Signatory of the Consortium Member)

Name in Full

Designation

Seal

Date:

Place:

Business Address

6.6 No Deviation Certificate

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

(Authorized Signatory)

Signature:

Name in Full:

Designation:

Address:

Seal:

Place:

Date:

6.7 Total Responsibility Certificate

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

(Authorized Signatory)

Signature:

Name in Full:

Designation:

Address:

Seal:

Place:

Date:

7. ANNEXURE 3 – FORMATS FOR SUBMISSION OF THE TECHNICAL BID

7.1 Technical Bid Check-List

Sl #	Checklist Item	Compliance (Yes/No)	Page No. and Section No. in the Bid
1	Technical Bid Letter		
2	Credential summary		
3	Project Citations as applicable		
4	Detailed proposed solution		
5	Project plan and manpower plan		
6	Proposed CVs		
7	Compliance to Requirement (Technical / Functional Specifications)		
8	Proposed Bill of Material		
9	Manufacturers'/Producers' Authorization Form Anti-Collusion certificate		
10	Non-disclosure agreement		

7.2 Technical Bid Covering Letter

Date: dd/mm/yyyy

To,

Chief Executive Officer,
Bhagalpur Smart City Ltd (BSCL),
Bhagalpur,
Bihar, India

Subject: Request for Proposal for ICCC PROJECT (ICCC, Data Centre, OFC, ITMS etc.) Under SMART CITY MISSION (SCM) in Bhagalpur, Bihar.

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

Dear Sir,

I (in case of single bidder) or We, <<name of the undersigned Bidder and consortium members>>, having read and examined in detail all the bidding documents in respect of **“Request for Proposal for ICCC PROJECT (ICCC, Data Centre, OFC, ITMS etc.) Under SMART CITY MISSION (SCM) in Bhagalpur, Bihar.”** do hereby propose to provide our services as specified in the bid submitted by us.

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

We declare that all the services shall be performed strictly in accordance with the RFP documents. We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to BSCL, Government of Bihar is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle. We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed at Annexure 5 (a) of Section 9 of the RFP Volume I.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

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

Thanking you,

Yours

Sincerely,

(Authorized Signatory of the Lead Bidder)

Name in Full

Designation

Seal:

Date:

Place:

Business Address

7.3 Credential Summary

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

- Client type – Indicate whether the client is Government or PSU or Private.
 - Project Components – Indicate the major project components like setting up Optical Fiber Cable laying or Network Backbone, CCTV Surveillance System, Data Centre/Disaster Recovery Centre, Command and Control Center / City Control Room/ Communication Center / Network Operations Centre, Intelligent Traffic Management System (RLVD/SVD/ANPR/VMS/e-Challan/ITS/ATCS), E-Gov or application deployment or integration (ERP/GIS/Web portal development/Mobile Applications/MIS System/Parking Management Application), Implementation of various devices (Environmental Monitoring System/ Variable Message System/ Public Address System/ Emergency Call Box (ECB) System), Operations and Maintenance of ICT Components etc.,
 - Work order/Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.
- AND
- Completion Certificate issued & signed by the competent authority of the client entity on the entity’s Letterhead or in case of NDA Self certificate by the CA of the bidder.
- OR
- For the project under execution either Go Live or should have completed 60 % of the CAPEX part and communication in the form of a certificate from client or Self certificate by the CA of the bidder.

7.4 Bidder's Experience - Client Citations

Prime Bidder or Consortium member is requested to furnish the credentials in the following format for both Pre-qualification and Technical criterion. All credentials should be followed by relevant documentary proof.

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

- *N.B - If the project is ongoing, bidder must clearly specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion and produce below documents.*

Work order/Contract clearly highlighting the scope of work, Bill of Material and value of the contract/order.

AND

Completion Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead or in case of NDA Self certificate by the CA of the bidder.

OR

For the project under execution either Go Live or should have completed 60 % of the CAPEX part and communication in the form of a certificate from client or Self certificate by the CA of the bidder.

7.5 Overview of Proposed Solution

7.5.1 Structure of Proposed Solution

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

SI. No.	Item
1.	Understanding of requirement and Implementation approach <ul style="list-style-type: none">• Understanding of requirements• Work Plan & its adequacy
2.	Robustness and quality <ul style="list-style-type: none">• End to end integrated solution proposed• Hardware deployment and integration approach encompassing all solutions• Timelines and modalities for implementation in a time bound manner• Project implementation approach or strategy and operations and maintenance plan including comprehensiveness of fallback strategy and planning during rollout• Any other area relevant to the scope of work and other requirements of the project
3.	Assessment of Manpower deployment, Training and Handholding plan <ul style="list-style-type: none">• Deployment strategy of Manpower• Contingency management• Mobilization of existing resources and additional resources as required• Training and handholding strategy

7.5.2 Project Plan

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

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

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

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

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

7.5.3 Manpower Plan

MSI shall deploy Manpower during implementation and O&M phases. The deployed resource shall report to BSCL Project In-charge for Smart City Project and work closely with Program Management Office of the project, the age of all resources should on-rolls of bidder/consortium member and should be less than 60 years. However, in exceptional cases, the authority may decide to consider resources above 60 years of age. The decision of the authority in this regard will be final.

Following are the minimum resources required to be deployed in the Project (Price should be quoted accordingly in price bid format), however MSI may deploy additional resources based on the need of the Project and to meet the defined SLAs in this RFP:

Sl. No. #	Type of Resource	Quantity	Minimum Deployment during Implementation phase	Minimum Deployment during Operation and Maintenance phase
1	Project Director	1	At least 25%	Onsite Support to Project team on need basis
2	Project Manager	1	At least 80%	100%
3	Solution Architect	1	At least 80%	Onsite Support to Project team on need basis
4	Intelligent Traffic Management Expert	1	At least 80%	100%
5	Software Application Expert	1	At least 60%	100%
6	Network & Security – Infrastructure Expert	1	At least 60%	100%
7	Database Architect/DBA	1	At least 60%	100%
8	Server and Storage Expert	1	At least 60%	100%
9	GIS Expert	1	At least 80%	100%
10	IBMS & CCC Expert	1	At least 60%	100%
11	Contact Center Manpower for Call Center Operations (1st Shift - 30 2nd Shift - 30 Night Shift - 20 Relievers - 10)	90	Not Applicable	100%
12	Operational Manpower for operationalization for the systems	5	Not Applicable	100%

7.6 Curriculum Vitae (CV) of Team Members

Name:					
1.	Proposed position or role	<i>(only one candidate shall be nominated for each position)</i>			
2.	Date of Birth		Nationality		
3.	Education	Qualification	Name of School or College or University	Degree Obtained	Year of Passing
4.	Years of Experience				
5.	Areas of Expertise and No. of years of experience in this area	<i>(as required for the Profile)</i>			
6.	Certifications and Training attended				
7.	Employment Record	Employer	Position	From	To
		<i>[Starting with present position and last 2 firms, list in reverse order, giving for each employment: dates of employment, name of employing organization, positions held.]</i>			
8.	Detailed Tasks Assigned	<i>(List all tasks to be performed under this project)</i>			

7.7 Relevant Work Undertaken that best illustrates the experience as required for the Role

Project 1	
Name of assignment	
Year	
Location	
Employer	
Main project features	
Position held	
Activities performed	
Project 2	
Name of assignment	
Year	
Location	
Employer	
Main project features	
Position held	
Activities performed	

7.8 Compliance to Requirement (Technical / Functional Specifications)

The bidder should provide compliance to the requirement specifications (both technical and functional) specified in Volume II of this RFP. The same should be reproduced here, and compliance against each requirement line item should be marked as per below format duly matched with MAF. **If the bidders do not submit the Compliance to Requirement as per below format the bid may be rejected.**

Item Description in RFP Volume II **				
Proposed OEM Name:				
Proposed Model Name:				
Country of Origin				
Sl. No.	Functional Descriptions in RFP Vol – II	Technical Descriptions in RFP Vol – II	Compliance (Yes/No)	Remarks

** Sequence of items shall follow as per RFP Volume – II.

7.9 Proposed Bill of Material

The Bidder should provide the unpriced proposed Bill of Material (BoM) as per below format. Bidders are required to mention the details of the make/brand and model against each line item, wherever applicable. The bid can be considered non-responsive in the absence of such details. Once the bidder provides this information in the submitted bid, the bidder cannot change it with any other component / equipment etc. of lower specifications / performance; it can only be upgraded at the time of actual deployment/installation.

The lists of items mentioned in RFP Vol II (Annexure – I Bill of Quantity) are indicative. The Bidder shall consider the components and quantity to fulfill the RFP and project requirements in totality and bid accordingly.

SL. N	Work Descriptions	Item Descriptions	Unit	Proposed Quantity	Proposed Item OEM Name as per MAF	Proposed Item Model Name as per MAF

Note: Without submission unpriced proposed BOM as per above format the bid may be rejected.

7.10 Manufacturers'/Producers' Authorization Form

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

Date:

To

Chief Executive Officer,
Bhagalpur Smart City Ltd
(BSCL),
Bhagalpur, Bihar

Subject: Manufacturer's Authorization Form Ref: NIT No. <<.....>> dated <<>>

Dear Sir,

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

We hereby extend, our warranty for the hardware goods supplied by the bidder and or maintenance or support services for software products against this invitation for bid by (Name of the Bidder) as per requirements and for the duration of contract as specified in this RFP.

We also confirm that our offered product will not be end of life for minimum of 24 months from the date of bid submission and the support for such offered product/s will be available for minimum of 5 years from the date of Final Go-Live.

Thanking you,

Yours

faithfully,

(Signature)

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

Authorized Signatory Name:

Designation:

Place:

Date:

7.11 Anti-Collusion Certificate

[Certificate should be provided by Lead Bidder and on letter head]

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for Request for Proposal for ICCC PROJECT (ICCC, Data Centre, OFC, ITMS etc.) Under SMART CITY MISSION (SCM) in Bhagalpur, Bihar against the RFP issued by BSCL, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Lead Bidder)

Name in Full

Designation

Seal:

Dat:

Place:

Business Address:

8. ANNEXURE 4 – FORMATS FOR SUBMISSION OF THE COMMERCIAL BID

8.1 Total Price Summary

Sl #	Head	Amount (in INR)	Amount (in words)
1.	Total CAPEX price (Inclusive of all taxes, levies, duties, GST, etc. as applicable)		
2.	Total OPEX price (Inclusive of all taxes, levies, duties, GST, etc. as applicable)		
3.	Total price (1+2) (Inclusive of all taxes, levies, duties, GST, etc. as applicable)		

Note: Please fill the commercial bid as per the commercial bid format downloaded from e-procurement <https://www.eproc2.bihar.gov.in>.

8.2 Price component for CAPEX:

The Bidder must be following the commercial bid format as per e-procurement <https://www.eproc2.bihar.gov.in>.

8.3 Price component for OPEX

The Bidder must be following the commercial bid format as per e-procurement <https://www.eproc2.bihar.gov.in>.

N.B – Bidder must ensure that all the line items are covered as specified in BOM and all required fields in the Commercial bid format are duly filled and calculated appropriately. All amounts to be quoted in INR.

9. ANNEXURE 5 (A) – PERFORMANCE BANK GUARANTEE

Ref:

Date

Bank Guarantee No.

<Name>

<Designation>

<Address><Phone

Nos.><Fax Nos.>

<Email id>

Whereas, <<**name of the supplier and address**>> (hereinafter called “the System Integrator”) has undertaken, in pursuance of contract no. <**Insert Contract No.**> dated. <**Date**> to provide Implementation services for

<<**Name of the assignment**>> to Bhagalpur Smart City Limited (hereinafter called “the BSCL”)

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

And whereas we, <**Name of Bank**> a banking company incorporated and having its head/registered office at

<**Address of Registered Office**> and having one of its office at <**Address of Local Office**> have agreed to give the supplier such a bank guarantee.

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

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

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

This Guarantee shall be valid until <<**Insert Date**>>)

notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <**Insert Value**> (Rupees <**Insert Value in Words**>only).

II. This bank guarantee shall be valid up to <**Insert Expiry Date**>)

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

Date _____

Place _____

Signature _____

Witness _____

Printed Name _____

(Bank's common seal)

10. ANNEXURE 5 (B) – BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas <<Name of the bidder>> (hereinafter called 'the System Integrator') has submitted the bid for Submission of RFP <<NIT Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<BSCL>> .

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

The conditions of this obligation are:

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

We undertake to pay to the BSCL up to the above amount upon receipt of its first written demand,

without the BSCL having to substantiate its demand, provided that in its demand the BSCL will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees

<<Amount in words>> only)

II. This Bank Guarantee shall be valid up to <<insert date>>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

11. ANNEXURE 6 – NON-DISCLOSURE AGREEMENT

[On Non-judicial stamp paper of minimum INR 1000 duly attested by notary public]

WHEREAS, we the undersigned Bidder, _____, having our principal place of business or registered office at _____, are desirous of bidding for NIT No. <<>> dated <<DD-MM-YY>> “Request for Proposal for ICCC PROJECT (ICCC, Data Centre, OFC, ITMS etc.) Under SMART CITY MISSION (SCM) in Bhagalpur, Bihar.” (hereinafter called the said 'RFP') to the “Bhagalpur Smart City Limited”, hereinafter referred to as ‘BSCL’ and,

WHEREAS, the Bidder is aware and confirms that the BSCL’s business or operations, information, application or software, hardware, business data, architecture schematics, designs, storage media and other information or documents made available by the BSCL in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and or proprietary to the BSCL,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the BSCL’s grant to the Bidder of specific access to BSCL’s confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

3. The confidential information to be disclosed by the BSCL under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, security or zoning strategies & policies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the BSCL.

4. Confidential Information does not include information which:

- a) the Bidder knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
- b) information in the public domain as a matter of law;
- c) is obtained by the Bidder from a third party without any obligation of confidentiality;
- d) the Bidder is required to disclose by order of a competent court or regulatory BSCL;
- e) is released from confidentiality with the written consent of the BSCL.

The Bidder shall have the burden of proving hereinabove are applicable to the information in the

possession of the Bidder.

5. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Bidder uses to protect its own confidential and proprietary information. The Bidder also agrees:

- a) to maintain and use the Confidential Information only for the purposes of bidding for this RFP and thereafter only as expressly permitted herein;
- b) to only make copies as specifically authorized by the prior written consent of the BSCL and with the same confidential or proprietary notices as may be printed or displayed on the original;
- c) to restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
- d) to treat Confidential Information as confidential unless and until BSCL expressly notifies the Bidder of release of its obligations in relation to the said Confidential Information.

6. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on premises of the BSCL or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the BSCL while on or off premises of the BSCL. It is understood that it would be impractical for the BSCL to monitor all information made available to the Bidder's personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder's confidentiality obligation. Further, the Bidder shall procure that all personnel of the Bidder are bound by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

7. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.

8. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the BSCL, the Bidder shall promptly deliver to the BSCL the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers,

employees or advisors based on the Confidential Information and promptly certify such destruction.

9. Confidential Information shall at all times remain the sole and exclusive property of the BSCL. Upon completion of the Tendering process and or termination of the contract or at any time during its currency, at the request of the BSCL, the Bidder shall promptly deliver to the BSCL the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the BSCL. Without prejudice to the above the Bidder shall promptly certify to the BSCL, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the BSCL in respect of the Confidential Information.

10. In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the BSCL to enable the BSCL to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the BSCL. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorized Signatory

Office Seal:

Name:

Place:

Designation:

Date:

12. ANNEXURE 7 – CONSORTIUM AGREEMENT

MEMORANDUM OF UNDERSTANDING EXECUTED BY MEMBERS OF THE CONSORTIUM

[On Non-judicial stamp paper of minimum INR 1000 duly attested by notary public]

This Memorandum of Understanding (MoU) entered into this day of [Date] [Month] [Year] at [Place] among (hereinafter referred to as "") and having office at [Address], India, as Party of the First Part and (hereinafter referred to as "") and having office at [Address], as Party of the Second Part and

(Hereinafter referred to as " ") and having office at [Address], as Party of the

Third Part. The parties are individually referred to as Party and collectively as Parties.

WHEREAS BSCL, Bhagalpur, Bihar has issued a Request for Proposal dated [Date] (RFP) from the Applicants interested in Request for Proposal for ICCC PROJECT (ICCC, Data Centre, OFC, ITMS etc.) Under SMART CITY MISSION (SCM) in Bhagalpur, Bihar.:

AND WHEREAS the Parties have had discussions for formation of a Consortium for bidding for the said Project and have reached an understanding on the following points with respect to the Parties' rights and obligations towards each other and their working relationship.

As MUTUAL UNDERSTANDING OF THE PARTIES, IT IS HEREBY AGREED AND

DECLARED AS FOLLOWS:

- i. The purpose of this Agreement is to define the principles of collaboration among the Parties to:

Submit a response jointly to Bid for the “Request for Proposal for ICCC PROJECT (ICCC, Data Centre, OFC, ITMS etc.) Under SMART CITY MISSION (SCM) in Bhagalpur, Bihar.” as a Consortium.

- a. Sign Contract in case of award.
- b. Provide and perform the supplies and services, which would be ordered by the BSCL pursuant to the Contract.

This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the BSCL for “Request for Proposal for ICCC PROJECT (ICCC, Data Centre, OFC, ITMS etc.) Under SMART CITY MISSION (SCM) in Bhagalpur, Bihar.” for and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.

- ii. The Lead Bidder shall be solely and severally responsible and bound towards the BSCL for

the performance of the works in accordance with the terms and conditions of the BID document, and Contract. The consortium members, if any will support the lead bidder in successful implementation of the objectives.

iii. ----- (Name of Party) shall act as Lead Partner of the Consortium. As such, it shall act as the coordinator of the Party's combined activities and shall carry out the following functions:

- a. To ensure the technical, commercial and administrative co-ordination of the work package
- b. To lead the contract negotiations of the work package with the BSCL.
- c. The Lead partner is authorized to receive instructions and incur liabilities for and on behalf of all Parties.
- d. In case of an award, act as channel of communication between the BSCL and the Parties to execute the Contract
- iv. That the Parties shall carry out all responsibilities as Developer in terms of the Project Agreement.

v. That the broad roles and the responsibilities of each Party at each stage of the Bidding shall be as below:

Party A:

Party B:

Party C:

vi. That the Parties affirm that they shall implement the Project in good faith and shall take all necessary steps to see the Project through expeditiously.

vii. That this MoU shall be governed in accordance with the laws of India and courts in Bhagalpur shall have exclusive jurisdiction to adjudicate disputes arising from the terms herein.

In witness whereof the Parties affirm that the information provided is accurate and true and have caused this MoU duly executed on the date and year above mentioned.

(Party of the first part) (Party of the second part) (Party of the third part)

Witness:

i.

13. ANNEXURE 8 - FORMAT FOR POWER OF ATTORNEY TO AUTHORIZE SIGNATORY

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of minimum INR 1000 value. The stamp paper to be in the name of the company who is issuing the power of attorney.]

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

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

(Add in the case of a Consortium)

Our firm is a Member or Lead bidder of the Consortium of _____, _____ and _____

Dated this the _____ day of _____ 2021.

(Signature and Name of Authorized Signatory)

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

Seal of firm Company

Witness 1:

Witness 2:

Notes:

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

14. ANNEXURE 9 - FORMAT FOR POWER OF ATTORNEY FOR LEAD BIDDER OF CONSORTIUM

[To be executed on non-judicial stamp paper of minimum INR 1000 value. The stamp paper to be in the name of the company who is issuing the power of attorney.]

Whereas _____ has invited RFP response for _____ (Name of the Project)

Whereas, the Members of the Consortium comprising of M/s. _____, M/s. _____, M/s. _____ and M/s. _____ (the respective names and addresses of the registered offices to be given) are interested in bidding for the Project and implementing the same in accordance with the terms and conditions contained in the RFP Documents.

Whereas, it is necessary for the members of the Consortium to designate one of them as the lead member with all necessary power and BSCL to do, for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's RFP response for the Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT

We, M/s. _____ and M/s _____ and M/s _____ hereby designate M/s. _____

being one of the members of the Consortium, as the lead member of the Consortium, to do on behalf of the Consortium, all or any of the acts, deeds or things necessary or incidental to the Consortium's RFP response for the Project, including submission of the RFP response, participating in meetings, responding to queries, submission of information or documents and generally to represent the Consortium in all its dealings with Client or any other Government Agency or any person, in connection with the Project until culmination of the process of bidding till the Project Agreement is entered into with Client and thereafter till the expiry of the Project Agreement.

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

Dated this the _____ day of _____ 2021.

(Signature)

(Name in Block Letter of Executant) [Seal of Company]

Witness 1

Witness 2

Notes:

To be executed by all the members individually, in case of a Consortium.

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

**Sd/-
Chief Executive Officer
Bhagalpur Smart City Limited (BSCL)**

15. ANNEXURE 10 - OFFICE MEMORANDUM VIDE NO. F.NO.6/18/2019-PPD DATED – 23RD JULY, 2020 ISSUED BY MINISTRY OF FINANCE, DEPARTMENT OF EXPENDITURE, PUBLIC PROCUREMENT DIVISION.

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division


161, North Block,
New Delhi
23rd July, 2020

Office Memorandum

Subject: Insertion of Rule 144 (xi) in the General Financial Rules (GFRs), 2017

Rule 144 of the General Financial Rules 2017 entitled 'Fundamental principles of public buying', has been amended by inserting sub-rule (xi) as under:

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


(Sanjay Prasad)
Joint Secretary (PPD)
Email ID: js.pfc2.doe@gov.in
Telephone: 011-23093882

To,
(1) Secretaries of All Ministries/ Departments of Government of India
(2) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

F.No.6/18/2019-PPD
Ministry of Finance
Department of Expenditure
Public Procurement Division

161, North Block,
New Delhi
23rd July, 2020

Order (Public Procurement No. 1)

Subject: Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

Attention is invited to this office OM no. 6/18/2019-PPD dated 23rd July 2020 inserting Rule 144 (xi) in GFRs 2017. In this regard, the following is hereby ordered under Rule 144 (xi) on the grounds stated therein:

Requirement of registration

1. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annex I**.
2. This Order shall not apply to (i) cases where orders have been placed or contract has been concluded or letter/notice of award/ acceptance (LoA) has been issued on or before the date of this order; and (ii) cases falling under **Annex II**.

Transitional cases

3. Tenders where no contract has been concluded or no LoA has been issued so far shall be handled in the following manner: -
 - a) *In tenders which are yet to be opened, or where evaluation of technical bid or the first exclusionary qualificatory stage (i.e. the first stage at which the qualifications of tenderers are evaluated and unqualified bidders are excluded) has not been completed: No contracts shall be placed on bidders from such countries. Tenders received from bidders from such countries shall be dealt with as if they are non-compliant with the tender conditions and the tender shall be processed accordingly.*
 - b) *If the tendering process has crossed the first exclusionary qualificatory stage: If the qualified bidders include bidders from such countries, the*

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entire process shall be scrapped and initiated *de novo*. The *de novo* process shall adhere to the conditions prescribed in this Order.

- c) As far as practicable, and in cases of doubt about whether a bidder falls under paragraph 1, a certificate shall be obtained from the bidder whose bid is proposed to be considered or accepted, in terms of paras 8, 9 and 10 read with para 1 of this Order.

Incorporation in tender conditions

4. In tenders to be issued after the date of this order, the provisions of paragraph 1 and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability

5. Apart from Ministries / Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, this Order shall also be applicable
 - a. to all Autonomous Bodies;
 - b. to public sector banks and public sector financial institutions; and
 - c. subject to any orders of the Department of Public Enterprises, to all Central Public Sector Enterprises; and
 - d. to procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings.
 - e. Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof

Definitions

6. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
7. "Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.
8. "Bidder from a country which shares a land border with India" for the purpose of this Order means

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- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

9. "Beneficial owner" for the purpose of paragraph 8 above will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

10. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

Sub-contracting in works contracts

11. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 8 above. This shall not apply to sub-contracts already awarded on or before the date of this Order.

Certificate regarding compliance

12. A certificate shall be taken from bidders in the tender documents regarding their compliance with this Order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Validity of registration

13. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.


Government E-Marketplace

14. The Government E-Marketplace shall, as soon as possible, require all vendors/ bidders registered with GeM to give a certificate regarding compliance with this Order, and after the date fixed by it, shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

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Model Clauses/ Certificates

15. Model Clauses and Model Certificates which may be inserted in tenders / obtained from Bidders are enclosed as **Annex III**. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.


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To

- (1) Secretaries of All Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
- (2) Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect of Public Enterprises.
- (3) Secretary DPIIT with a request to initiate action as provided under Annex I
- (4) Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi

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Annex I: Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur*.
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**

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- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.
- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

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Annex II: Special Cases

- A. Till 31st December 2020, procurement of medical supplies directly related to containment of the Covid-19 pandemic shall be exempt from the provisions of this Order.
- B. *Bona fide* procurements made through GeM without knowing the country of the bidder till the date fixed by GeM for this purpose, shall not be invalidated by this Order.
- C. *Bona fide* small procurements, made without knowing the country of the bidder, shall not be invalidated by this Order.
- D. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this Order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- E. This Order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.

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Annex III

Model Clause /Certificate to be inserted in tenders etc.

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose *beneficial owner* is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

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- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the

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Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for GeM:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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