



REQUEST FOR PROPOSAL
for
SELECTION OF SERVICE PROVIDER
TO OPERATE AND MAINTAIN
NINE JAN SEVA KENDRAS
AT PATNA
for
Five years

PATNA SMART CITY LIMITED
5th Floor, BISCOMAUN Tower, Patna 800 001

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DISCLAIMER

Though adequate care has been taken while preparing the RFP document, the bidders/applicants shall satisfy themselves that the document is complete in all respects.

PSCL reserves the right to modify, amend or supplement this RFP document including all formats and Annexure by posting it on the website www.eproc.bihar.gov.in.

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

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

Managing Director
Patna Smart City Limited (PSCL)

ACRONYMS

SAR	Situation Analysis Report
ABD	Area-Based Development
BPR	Business Process Re-Engineering
CBD	Central Business District
DPR	Detailed Project Report
GIS	Geographical Information System
GoI	Government of India
GPS	Global Positioning System
MoHUA	Ministry of Housing and Urban Development
PCP	Pan City Proposal
PMC	Project Management Consultant
PMC	Patna Municipal Corporation
PMKVY	Prime Minister Kaushal Vikas Yojana
PPP	Public Private Partnership
PSCL	Patna Smart City Limited
PSU	Public Sector Undertaking
RFP	Request for Proposal
SCM	Smart City Mission
SCP	Smart City Proposal
SLA	Service Level Agreement
SPV	Special Purpose Vehicle
ToR	Terms of Reference
B2C	Business-to-Citizen
G2C	Government-to-Citizen

SHORT NOTICE INVITING TENDER

NIT No. - 03/MD/PSCL/2021-22

Patna Smart City Limited invites online bids from eligible firms/agencies/contractors for
“Selection of Service Provider for Operating and Maintaining Jan Seva Kendra, Patna”
 under Smart City Mission (SCM) in Patna” as per following timelines: -

Sl. No.	Activity	Timeline
1.	Online Sale/Download period of Tender documents	From 12.04.2021 to 28.04.2021 (15.00 Hrs.) https://eproc.bihar.gov.in/
2.	Last date and time for submission of bids online	Till 16.00 Hrs. on 28.04.2021
3.	Date & time of pre-bid meeting at PSCL office on 5 th Floor, BISCOAUN Tower, Patna 800001	At 16.00 Hrs. on 16.04.2021
4.	Last date and time for submission of original EMD & DD (RFP fee)	Till 16.00 Hrs. on 29.04.2021
5.	Date and time of opening of Technical bid	At 16.30 Hrs. on 29.04.2021
6.	Date and time of opening of Financial bid	To be intimated after technical evaluation of bids.
7.	Bid Validity period	120 days
8.	Cost of Bid Document	Rs. 10,000/- (Rupees Ten Thousand) only (Non-Refundable) in the form of Demand Draft in favour of Managing Director, Patna Smart City Ltd, payable at Patna.
9.	e-proc Bid Processing Fee	Payable to BELTRON as per e-proc norms https://eproc.bihar.gov.in/
10.	Earnest Money Deposit (EMD)	Rs 1,00,000/- (Rupees One Lakh) only (Refundable) in the form of unconditional Bank Guarantee, DD of Scheduled Bank; Post Office Term Deposit/ FD/NSC to be pledged in favour of Managing Director, Patna Smart City Ltd, payable at Patna.

RFP document shall be available on website: www.eproc.bihar.gov.in

For Queries & clarifications, send e-mail to: patnasmartcity.pscl@gmail.com

Managing Director
 Patna Smart City Limited (PSCL)

1. Instructions for Online Bid Submission

1. PSCL intends to undertake a competitive bidding process in order to select an Agency for Operating & Maintaining Jan Seva Kendra's in Patna
2. The RFP document containing project profile, qualification and criteria for evaluation etc. may be obtained from website: www.eproc.bihar.gov.in
3. For any support related to e-tendering process, bidders may contact “e-Procurement HELP DESK, First Floor, Plot No.- M/22, Road No.-25, Sri Krishna Nagar, Bank of India Compound, Patna-800001”, Contact No: 0612-2523006; 7542028164.
4. For accessing the website: www.eproc.bihar.gov.in the bidders should get themselves registered with BELTRON and obtain ID, Password and digital signature required for e-tendering.
5. PSCL will not be responsible, for any delay in submission of bids, whatsoever.
6. The Owner/ PSCL reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and no claim arising out this shall be entertained.
7. The detailed bidding process and the scope of work for the project is available in RFP document.
8. Any query may be sent online to be discussed and clarified in the pre-bid meeting.
9. In the unlikely event of the server for www.eproc.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 submission of bid shall be extended by concerned authority to the next working day till the receiving time as stipulated in the original NIT.
10. The bidders must use MS Office-2003 version. File size should be less than 5MB and should be in M.S. word, M.S. Excel, PDF and JPEG formats. The bidders are supposed to check for themselves that uploaded document is of prescribed size.
11. Before submission. The bidders should satisfy themselves of download ability/visibility of the scanned & uploaded file by them.
12. 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 any possible last hour's technical snag.

13. In exceptional circumstances, the competent authority in PSCL may solicit the Bidder's consent to an extension of the period of validity.
14. Bids that are rejected during the bid opening process shall not be considered for evaluation, irrespective of the circumstances.
15. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given in e-Procurement website (www.eproc.bihar.gov.in) at respective stage only.
16. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness /authenticity.
17. Corrigendum/ Addendum, if any, will be published on the website itself.
18. Bidder should submit the Tender Fee/ EMD in hard copy also. The Technical and Financial bids shall be submitted online only. Financial bid, if submitted in hard copy, shall be treated as non-responsive and liable for rejection. Scanned copy of the instrument submitted in hard copy (Tender Fee/ EMD) needs to be uploaded as part of the offer.
19. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments online.
20. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered online during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
21. For any query regarding Tendering process, the bidders may contact at address as provided in the tender document.

2. INVITATION FOR PROPOSALS

Altogether, 28 Jan Seva Kendras are being constructed in Patna Municipal Corporation Area, out of which 9 have already been constructed by PSCL and have been furnished. PATNA SMART CITY through this RFP invites proposal from qualified Service providers to Operate and Maintain the nine Jan Seva Kendras which have already been constructed and furnished.

This RFP comprises of following:

- a. Instructions for Online Bid Submission in Para 1.
- b. Invitation for Proposals (IFP) in Para 2.
- c. Instructions to Bidders (ITB) in Para 3.
- d. Special Condition of Agreement in Para 4.
- e. Objective of Jan Seva Kendra in Para 5.
- f. Expected Outcome of Jan Sewa Kendra in Para 6.
- g. Scope of Work in Para 7.
- h. Roles and Responsibilities in Para 8.
- i. Service Delivery and Grievance Handling Process in Para 9.
- j. Appendices
 - Appendix-1 (containing 3 Annexures)
 - Appendix-2 (containing 7 Annexures)
 - Appendix-3 (containing 4 Annexures)

3. INSTRUCTIONS TO BIDDERS (ITB)

1. The Bid should be typed and signed by the Authorized signatory.
2. The Bidder shall be responsible for all costs associated with the preparation of bids.
3. The PSCL reserves the right to summarily reject or withdraw/ cancel any or all the offer received, without assigning any reason or providing intimation to the bidder(s).
4. The format for Technical Proposal and Financial Proposal are available at **Appendix-2** and **Appendix-3**, respectively.
5. The Selection Process is brought out in this RFP.

4. ELIGIBILITY CRITERIA

4.1 Pre-qualification

- a. The bidder must be a Proprietorship concern/Partnership Firm registered under Partnership Act 1932/ LLP registered under LLP Act 2008/ Company

or corporation registered under Indian Companies Act 2013/ or a Society registered under Societies Act 1860, capable of delivering work outlined as “Scope of Work”, mentioned at Para 6 of this RFP.

- b. The Bidder who on the date of Proposal, have been debarred/blacklisted by any State/ Central Government department/ PSU in India, shall not be eligible to submit the bid either itself or through any of its Associate.
- c. The Bidders must possess and must submit the following documents along with technical bid, valid as on date of submission of bids: -
 - PAN Card
 - GST registration in India.
 - Registration certificate under the relevant act viz. Company’s Act/ Societies registration act etc.
 - Address of registered office, operational for at least three years in India.
 - Income Tax Return for AY 2017-18, 2018-19, 2019-20.
 - Audited financial statements of accounts for FY2017-18, 2018-19, 2019-20.

4.2 Technical

The Agency shall have successfully completed at least **one similar assignment/ work in last five years.**

Similar assignments/works mean:

- Experience of ICT enabled Government-to-Citizen (G2C), Businesses-to-Citizen (B2C) and Citizen-to-Citizen (C2C) services with Government/PSU or ‘private agency of repute’ as client.
- Experience of IEC Strategic Media Planning and Brand Positioning in Government /Public listed companies

*Note: Certificates, in respect of assignment/works **issued by the client**, as a proof of experience of successfully completed similar assignment/ work by the bidder, **shall only be considered.***

4.3 Financial

The Average Turnover of the Agency should not be less than Rs. 20,00,000/- (Rupees Two Lakh) per annum from similar activities in 2017-18, 2018-19 and 2019-20.

Note: Bidders are required to submit the Annual Turnover certificates duly certified by the Chartered Accountant.

5. BROAD OBJECTIVES OF JAN SEVA KENDRA

- a. To provide Government-to-Citizen (G2C), Businesses-to-Citizen (B2C) and Citizen-to-Citizen (C2C) services in transparent, quick, fair, economical, convenient and efficient manner through Nine (9) Jan Seva Kendras (JSKs).
- b. To break barriers between departments and bring “anytime, anywhere” government services to citizen in transparent and time-bound manner.
- c. To enhance the accountability and responsiveness of citizen related services.
- d. To provide service of the departments to citizen in cost-effective manner.
- e. Co-ordinating with government officials, technology providers etc. for continuous upgrading of facilities, and in the process enhance the quality of services involving of stakeholders, including citizen.
- f. To minimize use of papers resorting to online processing and direct transmission of the output.
- g. To create and implement a robust workflow management system.
- h. To provide efficient and real-time MIS reports.
- i. To ensure quality and certainty of services through enforcement of a quality parameters.
- j. To enable Government departments to provide more focus on their core functions by relieving them from certain operations like collection of revenues and accounting, issuing of certificates etc., and thereby enhancing productivity of the administrative machinery.
- k. To encourage citizens to avail services through information technology related modes
- l. To bring service delivery uniformly across all Jan Seva Kendras.

5.1 EXPECTED OUTCOMES OF THE JAN SEVA KENDRAS

- a. Citizens should get all citizen related Government services through online/electronic mode through JAN SEVA KENDRAS, not only on official working days but also on holidays.
- b. Citizens should get quality of service with the best practices.

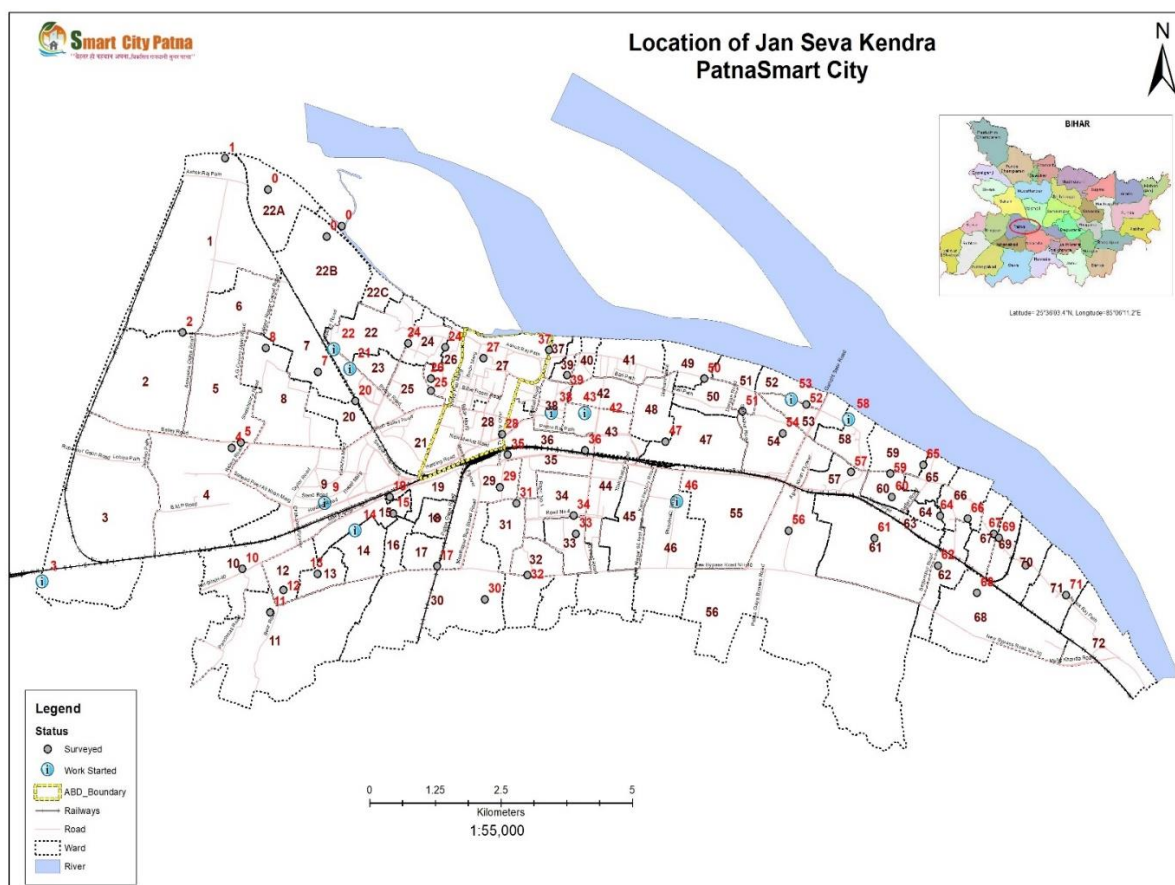
6. JAN SEVA KENDRA

6.1 INTRODUCTION

The Jan Seva Kendra is a G+2 RCC Frame structure building, with adequate parking facility in front of the building. It has well-maintained toilet facilities on each of the 3 stories (including one for disabled), basic furniture (of Godrej make) for six counters, five number of powders-coated 3-seater chairs of Godrej make for citizens availing the services from each JSK, electrical wiring for lights, fans etc, a server room to keep Server, Routers, Modems, UPS etc., an electrical room for storage, etc; whereas the service provider has to arrange IT hardware for the required number of counters along with server, UPS (with at least 2 hours back up) and Generator, necessary to meet the service delivery load and service delivery quality parameters. The selected Service Provider are supposed to keep adjusting the number of counters operated in ground, first and second floors appropriately to not only comply with the quality parameters but also for serving the citizen efficiently.

The location of 9 JSKs are provided below:

LOCATIONS OF JAN SEWA KENDRA		
Sl. No.	Ward No.	Location (refer sketch for locating the ward where JSK exist)
1	14	Near Power Station, Old Sump House of PMC, Road no-15, Gardanibag, Patna
2	21	Adjacent F type - PRDA quarters, Sri Krishna Puri (near Krishana Aprt.), Patna
3	22	Old Sump House Campus of PMC on Boring Road, West of A.N. College, Patna
4	38	B. N. Rai Path, Kadam Kuan (Opp. Hindi Sahitya Sammelan Bhawan), Patna
5	43	Pani Tanki parisar, Road no-1, Rajendra Nagar, Patna
6	46	Pani Tanki Parishad office of PMC, Bhootnath Road, Patna
7	53	Babugung Panitanki, Ashok Rajpath (between Mahendru & Gaighat), Patna City
8	58	Near Government Press Building, Guljarbagh, Patna City
9	65	Pani Tanki Road, Opposite V- Mart, Khajekalan, Patna City



Each Jan Seva Kendra/center can be planned suitably by the Service Provider as per volume of work, to house the following amenities: -

- Electronic Queue Management System, that supports capacity to handle up to 300 transactions per hour.
- Issue of Tokens to citizens in less than 5-10 seconds, with stamping of number, time and date of issue
- Integration of Token Issue System with JAN SEVA KENDRAS application for stamping various activities like issue of Token, Time of Call for token, completion of transaction, so as to measure quality parameters at each citizen transaction level
- Integration with all the counters so as to display the token numbers and counter numbers dynamically through a digital display system
- Shift Manager cum Accountant's Cabin
- Server, Routers, Modems. UPS etc., Writing Top for filling up of forms, Coffee & Tea vending machine (on charge basis) drop box (for collection of citizen feedback along with Feed Back Forms), Drop box (for collection of Cheques), etc.

The Agency is supposed to provide Generator and UPS backup, server of adequate capacity with configuration to connect to the JAN SEVA KENDRAS Data Center, LAN

facility for connecting the server with all the computing systems in the JSK, suitable printer for each counter (for issuing receipts and certificates), Digital/ Web Camera, Bar Code Readers at each counter (for reading the bar-coded bills), credit card readers, currency counting/ fake currency detector machines, fax machine and telephone facility for communication.

7. SCOPE OF WORK

- a. The Agency shall takeover all the 9 Jan Seva Kendras, within 15 days of signing of contract for carrying out citizen related B2C and G2C services and signing the MOU as necessary with the concerned department (Patna Municipal Corporation, BSNL, Deptt. Of Post, Transport Department/ DTO, Passport Department, and many more) in which PSCL will willingly associate itself.
- b. Identification and implementation of newer B2C and G2C Services as approved by PATNA SMART CITY LTD.
- c. Any other works entrusted by the PATNA SMART CITY that are related to the scope of the Jan Seva Kendras.
- d. **Softwares:** Procuring, Purchasing, Developing, Installing, Maintaining, upgrading the required software applications and other software's like OS, Database and Antivirus software etc. themselves, continuously from time to time.
- e. **Hardware:** Procuring, Purchasing, Installing, Maintaining, upgrading the required Hardware and accessories themselves as per need.
- f. Responsible for arrangement of all the consumables required for the operation of JAN SEVA KENDRAS; protecting IT infrastructure and data from cyber-attack, unauthorized access/ modification/ deletion etc. Any loss/damage caused in such case shall be borne by the Agency themselves and will not be borne by PATNA SMART CITY LIMITED or Government Departments or Citizen.
- g. Arrangement of broadband or any other internet connectivity services for running all the 9 Jan Seva Kendras, however, leased Line Internet service provider in such cases shall be got approved by PATNA SMART CITY LIMITED. The charges for Leased Line Internet service provider and other modes of connectivity like MPLS, VSAT etc. including hardware cost shall, however, be borne by the Agency.
- h. Agency shall be responsible for payment of all operating and running expenses including but not limited to Electricity, Water, Sewage, Manpower, Courier, Postage, Telephone & Fax Communication, Consumables & Stationery, etc. The Agency will also be responsible for setting up of the Data Center, network connections, power cabling and fitting fans, tubelights, bulbs etc., as considered necessary to carry their work from JSKs.
- i. Arranging of all types of stationery for facilitating printing of Receipts. Certificates, Accounts/Accounts Books and all MIS reports shall be borne by Agency

- j. Arranging staff at each Centre for supervisory works, accounts/cash and other works, including safe transfer of Financial Instruments and cash to designated bank.
- k. Providing adequate manpower for counter operation.
- l. Provision of Watch and Ward Staff to safeguard the assets of each JAN SEVA KENDRA Centre and Data Centre. Adequate insurance cover for staff, Cash, Financial Instruments and material to be provided by Service Provider during entire period contract
- m. Provision of staff for housekeeping, safe drinking water for customers, Help Desk for customers and for issues of Tokens and cleaning of JAN SEVA KENDRA premises shall be done on continuous basis during the entire shift period.
- n. Making payments to all types of manpower engaged for JSK works.
- o. Providing and maintenance of Sign Boards of JAN SEVA KENDRAS in good condition.
- p. Maintenance of Furniture provided by PSCL in good condition during the contract period.
- q. Maintenance of Electrical Fittings, Tube Lights, Bulbs, Fans etc. during entire contract period.
- r. Maintenance of Portal for providing JAN SEVA KENDRAS services and information services through Internet. Service provider must upgrade portal hardware, software and internet bandwidth from time to time to meet the expectations of Citizens.
- s. The Agency should conform to ISO compliance at the Data Center, DRS and JAN SEVA KENDRAS within 12 months of signing of contract. The responsibility of contracting certifying auditors and compensation to them for regular audit will be responsibility of Service provider. Security audit shall be done every 12 months. Auditor selection shall be got approved from PATNA SMART CITY LIMITED.
- t. The Service provider shall be solely responsible for making good any loss on account of misappropriation, damage, accident, fire accident, loss, theft, temporary misappropriation, fake currency notes/ instruments or short collection or remittance by the operators or any other members of staff deployed by the Service Provider.
- u. Facilitating overall coordination with all the participating agencies/Department to achieve successful delivery of services.
- v. Service Operator will not use the Sewa Kendras premises (in part or full) for any other commercial activity beyond the scope laid down by the PSCL.
- w. All security arrangements for the equipment located at each Jan Seva Kendra are the responsibility of the Service Provider and they will get it insured from general insurance company against calamities, theft, fire etc.
- x. The JSK shall function on notified /working days in accordance to the rule of the land. JSKs can function on Sundays and public holidays too with intimation to PSCL.

8. RESPONSIBILITIES OF PATNA SMART CITY LTD. & PARTICIPATING DEPARTMENTS

8.1 PATNA SMART CITY LTD.

- a. Will coordinate in ensuring participation of Government departments involved in the project
- b. Provide basic furniture (cubicles and furniture for counters), electrical wiring for lights and fans, PHE facilities. Each Jan Seva Kendra will have 06 (six) counters along with seating arrangements for about 15 people.
- c. Issuance of Government Orders, wherever required, on policy issues viz.: -
 - Providing services through electronic service centers.
 - Acceptance of maximum payments by the Agency through per service provided at JSKs.
 - Coordinating with State Governments and other Agencies for signing MOU for services through Jan Seva Kendras.
 - Affecting/ arranging tie-up with a Bank/financial institution for handling monetary transactions.
- d. Ensuring quality service by JAN SEVA KENDRAS to citizens by monitoring. In case of default, penalties may be imposed.
- e. Review of MIS reports and ongoing functions for taking corrective measures in line with the objectives of the project.
- f. Assisting the Agency in identification of New Services and branding of Jan Seva Kendras.
- g. Co-ordination with Government departments in securing fast track clearances for connectivity between the Data Center of the participating departments with Data Center of JAN SEVA KENDRAS.
- h. Ensuring putting in place of an appropriate grievance redressal mechanisms in respect of services.
- i. Ensuring that the departments participating in JAN SEVA KENDRAS, comply with their responsibilities.

8.2 PARTICIPATING DEPARTMENTS

- a. Take proactive steps to computerize, to the extent possible, their respective department services by developing suitable applications and maintaining the databases on a real-time basis.
- b. Enter into an MoU for discharge of their responsibilities in an accountable manner, particularly in relation to the maintenance of databases, backend applications and security systems to support the requirements of the front-end delivery systems to be set up under the Jan Seva Kendras.
- c. Undertake maintenance of intermediate servers if any. (Service provider shall be responsible to maintain connectivity up to Router level only. Beyond the Router, responsibility to maintain hardware will be of the Department/Agency concerned).
- d. Ensure that their servers are up and running during the period when the counters are scheduled to operate or as per the timing agreed in the MOU.

9. SPECIAL CONDITIONS OF CONTRACT

9.1 JOINT VENTURES AND CONSORTIUMS ARE NOT ALLOWED TO BID

9.2 CONFLICT OF INTEREST

The Agency shall hold the PSCL's interest paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests.

9.3 VALIDITY OF BID

The Bid will remain valid for 120 days from the date of opening of Bid as already brought in NIT.

9.4 FRAUD AND CORRUPT PRACTICES

Bidders must observe the highest standard of ethics during the Selection Process. If an Agency is found to have directly or indirectly or through an agent, indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable or practice

restrictive practice, during the Selection Process, or after the issue of the LOA, the Bid Security or Performance Security deposited shall be liable to be forfeited, and such Agency shall not be eligible to participate in any tender issued by the PSCL for a period of next 2 (two) years. For the purposes of this provision, the meaning of different terms are as follows:

“**corrupt practice**” means 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; whereas, the term

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

“**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;

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

“**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

9.5 PERFORMANCE SECURITY

The Performance Security shall be for an amount of Rs.1,00,000/- (Rupees One Lakh only). The Performance Security may be furnished in the form of an unconditional irrevocable Bank Guarantee/ Account Payee Demand draft/ Fixed Deposit Receipt from a Commercial Bank and shall be valid for the period of 60 days (sixty days) beyond the contract period of 5 years, and shall be submitted within 15 (fifteen) days of the issue of letter of Award.

The Performance Security shall have the provision of enabling the employer to **call in the security at a local branch (in this case Patna)** of the issuing institution and the institution shall have a branch in Patna where the security could be called in.

The Performance Security shall be liable for **forfeited** and shall be payable as compensation to the PSCL on happening of any of the events mentioned below:

- i. when the Agency does not execute the agreement within the specified time after issue of letter of Award/ placement of work order; or
- ii. when the Agency fails to commence the work within the time specified; or

- iii. when the Agency fails to complete the work satisfactorily within the time specified; or
- iv. when any terms and conditions of the contract is breached by the Agency; or
- v. when the Agency fails to pay PSCL any amount due, either as agreed by the Agency or determined under any of the Sub-Clauses of these Conditions or another agreement, within 30 days of the serving notice to this effect by the Engineer-in-Charge.

9.6 ACKNOWLEDGEMENT BY APPLICANT

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

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

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

9.7 FORCE MAJEURE

Neither party shall be liable to the other for any loss or damage occasioned by or arising out of acts of GOD such as Unprecedented flood, Volcanic eruption, Earthquake or other convulsion of nature and other acts such as general/ partial strikes by a section of government employees/ invasion, the act of foreign countries/ hostilities or war like operations before or after declaration of war, rebellion/ military or usurped power which prevent performance of the contract and which could not have been foreseen or avoided by a prudent person.

The successful bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. However, the Force Majeure shall not cover the price fluctuation of components.

For purposes of this Clause, Force Majeure means an event or situation beyond the control of the successful bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the successful bidder. Such events may include, but not be limited to, acts of Patna Smart City Limited in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the successful Bidder shall promptly notify Patna Smart City Limited in writing of such condition and the cause thereof. Unless otherwise directed by Patna Smart City Limited in writing, the successful Bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

9.8 SUSPENSION OF AGREEMENT

The Authority may, through a written Notice of Suspension to the Agency, suspend all payments to the Agency hereunder if the Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding 30 (thirty) days after receipt by the Agency of such notice of suspension.

9.9 TERMINATION OF AGREEMENT BY THE AUTHORITY

The Authority may terminate this Agreement by giving not less than 30 (thirty) days' written notice of the termination to the Agency, if:

- a. the Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice; pursuant to above mentioned in "Acknowledgment by Applicant" within 30 (thirty) days of receipt of such notice of suspension or within such further period as the Authority may have subsequently granted in writing;
- b. the Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

- c. the Agency fails to comply with any final decision reached as a result of arbitration proceedings;
- d. the Agency submits to the Authority a statement which has a material effect on the rights, obligations or interests of the Authority and which the Agency knows to be false;
- e. any document, information, data or statement submitted by the Agency in its proposals, based on which the Agency was considered eligible or successful, is found to be false, incorrect or misleading;
- f. as the result of Force Majeure, the Agency is unable to perform a material portion of the services for a period of not less than 60 (sixty) days; or
- g. the Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

9.10 PAYMENT UPON TERMINATION

- a. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Authority shall issue a certificate for the value of the work done, less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law, and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Authority exceeds any payment due to the Contractor, the difference shall be a debt payable to the Authority for which the recovery shall be made from the PBG on forfeiture.
- b. If the Contract is terminated at the Authority's convenience, the Authority shall issue a certificate for the value of the work done, less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law. No extra cost will be paid by the Authority for expenditure towards removal of equipment, repatriation of the Contractor's personnel employed solely on the JSK's works and the Contractor's costs of protecting and securing those works.

9.11 SETTLEMENT OF DISPUTES

9.11.1 AMICABLE SETTLEMENT

The Parties shall use their best effort to settle amicably all disputes arising out of or in connection with this contract or interpretation thereof.

9.11.2 ARBITRATION

- a. In case of any dispute or difference whatsoever between the Agency and Department arising out of or in relation to this agreement, the dispute shall be governed by the provisions of the Indian Arbitration and Conciliation Act 1996 and subsequent amendments therein, referred to the sole arbitrator. The arbitration shall be presided upon by a sole arbitrator to be appointed by PSCL.
- b. Arbitration proceedings shall be held in Patna and the language of the Arbitration proceedings and that of all documents and communications between the Parties shall be English.
- c. The decision of the Sole Arbitrator shall be final and binding upon both Parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the PSCL and the Agency. All Arbitration awards shall be in writing and shall state the reasons for the award.
- d. Notwithstanding any references to arbitration, the parties shall continue to perform their respective work/ obligation under the Contract.
- e. All incidental expenditures incurred in relation thereto in preparation, presentation of documents related to the dispute in connection shall be independently borne by the respective parties. The Courts at Patna shall have the sole & exclusive jurisdiction to try all the cases arising out of this tender document.

9.12 PENALTY

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

9.13 INDEMNITY

The successful bidder/Agency shall indemnify, defend and hold harmless the contracting authority, and their End Users and their respective officers, directors, employees, subsidiaries, affiliates and successors and permitted assigns, from and against any and all losses, liabilities, damages, costs or expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and

penalties, arising from or relating to third party claims, demands or actions (collectively, “Claims”) arising from or relating to:

- (a) any breach of contract by the successful bidder or its agents, employees of any of the warranties if any, pertaining to the Work and Documentation that are passed through to End Users;
- (b) any injury to any person, including death, illness or bodily injury, or damage to real or tangible personal property, resulting from (i) the Work, Documentation or any other Deliverables furnished by the successful bidder or (ii) any act or omission of successful bidder or its agents, employees.
- (c) without limiting paragraph (a) above, any alleged or actual infringement, violation or misappropriation of any Intellectual Property Rights of any third party by successful bidder or its agents, employees or subcontractors or any Work, Documentation or other Deliverables furnished by successful bidder to the contracting authority.

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

In instances of change in ownership/control of a company during the project period, it shall be the responsibility of the bidder to ensure that new management continues to deliver the terms of the contract. And in cases where there is such a change during the bidding process, the Department/Contracting authority reserves the right to reject the bid.

9.14 RISK MANAGEMENT

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

9.15 PUBLICITY

The Agency shall not make or permit to make any public announcement or media release about any aspect of this Contract unless the Patna Smart City Limited (PSCL) gives the Bidder its written consent for the same. However, any attempt for branding JSK for

attracting public to use the same for citizen related services will be supported by PSCL which will also co-ordinate in the matter to the extent practicable.

9.16 DATA PRIVACY

All created, designed, stored, processed, obtained, archived data/drawings/calculation sheet etc. will be the property of Patna Smart City Limited (PSCL). The data must not be used/transferred in any format without written permission /authorization from Patna Smart City Limited (PSCL).

9.17 MANPOWER

The Agency shall provide experienced managers, operators, coordinators, accountants, security personnel and helpers as considered necessary to implement and execute the works properly, safely and efficiently on a continuous daily basis.

The qualification and capability of Bidder's personnel shall be appropriate for the tasks assigned. The staff provided shall be fully trained in the operation of the works, before entrusting responsibility. If, in the opinion of the Authority, a member/staff of Agency's is considered insufficiently skilled or inappropriate for the assigned task, and Authority informs the Agency in writing, the Agency shall replace him/her with a person of appropriate skills and experience for the task, obtaining due approval from the Authority, within one week of being so informed. The Agency's Staff should be available at center and take instructions from the Authority/PSCL or other supervisory staff.

9.18 SUBLETTING AND OUTSOURCING NOT PERMITTED

The whole work included in the RFP shall be executed by the successful bidder/contractor and the successful bidder/contractor shall not directly or indirectly transfer, assign, sublet the contract or any part thereof or interest therein. In the event of doing so, it shall result in termination of contract and forfeiture of Security Deposit/PBG.

10. PROJECT MANAGEMENT

As Jan Seva Kendras is a multi-department, multi-locations initiative, its implementation is complex and can go out of control unless all the stakeholders, especially the Service Provider, designs and implements a comprehensive and effective project management methodology. As such, the Service Provider is expected to design a detailed Project Plan which should include the following:

- a. Project Organization and Management Plan
- b. Implementation Plan
- c. Training Plan, Methodology and Training Details
- d. Change Management Plan

- e. Any other relevant items related to the Project

The service Provider is encouraged to submit progress reports, summarizing the following, together with the Daily and Monthly MIS reports on transactions, in their own interest:

- Result accomplished during the period
- Cumulative deviations from schedule of progress on milestones agreed and finalized
- Corrective actions to be taken to return to planned schedule of progress
- Proposed revisions to planned schedule
- Other issues and outstanding problems, and actions proposed to be taken
- Monthly log of services and problem resolutions

10.1 Manpower Deployment requirements (indicative)

- a. The manpower shall be deployed by the Service provider at all Service Centers.
- b. Preference may be given to lady operators to the extent practicable.
- c. Minimum education qualification of the operator needs to be specified.
- d. The candidate should be fluent in English/ Hindi.
- e. Maintenance of attendance registers will be the responsibility of the Service provider.
- f. Service Provider shall be responsible for any loss; fake currency notes or mishandling of cash/instruments/documents by any operator
- g. The operators will handover cash/instruments /documents to Manager Cum Accountant at the end of each shift before he is relieved from his duty
- h. The Service Provider shall be responsible for payment of statutory contributions like Insurance, ESI & PPF etc. to be payable by the employer
- i. The person attending to duty shall come in uniform as decided by the Service provider

11. MOU BETWEEN SERVICE PROVIDER, PATNA SMART CITY AND PARTICIPATING DEPARTMENT

The MOU will be encouraged to be signed between service provider, Patna Smart City Ltd. and participating department which will specify the roles to be played by each partner in providing quality services to the citizens as per terms and conditions of RFP to ensure that the commitment to the citizen in terms of service fulfillment is met.

12. GRIEVANCES HANDING AND RESOLUTION

- a. Provision for suggestion and complaint box at each Centre.
- b. Resolving complaints and updating status.
- c. Provision to citizen to view status of his case.
- d. Generation and printing of grievance handing and resolution report.

13. TECHNICAL PROPOSAL

- i. Applicants shall upload the signed technical proposal online at www.eproc.bihar.gov.in in the format provided as Annexure contained in Appendix-2 (the “Technical Proposal”) on or before the due date and time of submission.
- ii. While submitting the Technical Proposal, the Applicant shall, ensure that:
 - a. The Bid Security of Rs 1,00,000/- (Rupees One Lakh only) is submitted as per the provisions laid down in this RFP.
 - b. All forms are submitted in the prescribed formats (given in A and signed by the prescribed signatories;
 - c. Power of attorney, if applicable, is executed as per Applicable Laws;
- iii. Failure to comply with the requirements spelt out in this shall make the Proposal liable to be rejected.
- iv. The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority hereunder.
- v. In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has

entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Agency, as the case may be.

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

14. FINANCIAL PROPOSAL

- i. The Financial Proposal shall be submitted online only in the formats at Appendix-3(the “Financial Proposal”) clearly indicating the total percentage of share to PSCL by the Agency at Appendix 3 in both figures and words, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the share percentage indicated in words shall prevail.
- ii. While submitting the Financial Proposal the bidder can take note of the maximum transaction charges the Service Provider can charge across any Jan Seva Kendra in the City, given below:
 - e-Government services not requiring courier services: Maximum of Rs. 25/- per e-Government transaction per page (like birth certificate, encumbrance certificate, marks sheets, etc.) or per service (like payment of tax, etc.) of output to be charged to the citizen.
 - Utility transactions: Maximum of Rs. 5/- per service to the citizen
 - e-Government Services requiring courier service: Rs.50/- per transaction to be charged to citizen.
- iii. For non-Government services, the Service Provider in consultation with PSCL will decide the rate per transaction limited to Rs 100/- per transaction.
- iv. **The successful bidder shall pay a Fixed Rental @ Rs. 5,000/- per month per Jan Seva Kendra, starting from 1st day of the month succeeding 2 months. This intervening period of around 2 months can be utilized by the Service Provider to set up and brand the Centre, while running the business. In addition, the % of Gross receipts from the services rendered needs to be quoted. This quoted % of Gross receipts from the services rendered, shall be the bidding parameter, and based upon this only the tender will be decided in favour of the highest technically qualified bidder (This may be**

treated as the criteria of Selection).

- v. The Agency should open an ESCROW account **in name of PATNA SMART CITY LIMITED in scheduled bank** for this proposal and all transactions should be routed through the same account, so that there is no ambiguity regarding the Gross Receipts from the services.
- vi. The Service Provider will raise bills on monthly basis for obtaining its share (which takes into account GST and all taxes). **(This may be treated as Payment Terms).**
- vii. While submitting the Financial Proposal, the bidder shall ensure that the Financial Proposal has taken into account, all expenses including possible tax liabilities.

Submission of Proposal

- i. **Hard Copy Submission:** The original copy of the bid document fee and EMD shall be submitted in physical form to the following address: The Managing Director, PSCL, Biscomaun Tower, 5th Floor, Gandhi Maidan, Patna – 800001. The EMD shall be in the format provided at **Annexure 3 of Appendix 3.**
- ii. The Technical Proposal and Financial Proposal shall be typed or written in indelible ink and signed by the Authorised Representative of the Applicant. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by the person or persons or Authorised Signatory signing the Proposal.
- iii. The completed Proposal must be submitted online on or before the PDD and time. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. Technical Proposal shall be submitted in PDF format online to be uploaded on the www.eproc.bihar.gov.in duly signed digitally. Similarly, the financial Proposal shall be submitted online only and shall be digitally signed.
- iv. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.
- v. The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Agency under the Agreement.

b. Proposal Due Date (PDD)

- i. Proposal should be submitted on or before the Proposal Due Date as specified in RFP and Addendum/ Corrigendum if any issued by PSCL.
- ii. The Authority may, in its sole discretion, extend the PDD by issuing an Addendum/ Corrigendum in accordance with mentioned above uniformly for all Applicants.

c. Late Proposals

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

d. Bid Security

- i. The Applicant shall furnish as part of its Proposal, a bid security of Rs. 1,00,000/- (Rupees One Lakh) only, (Refundable) payable in the form of Bank Guarantee (BG) in the name of Patna Smart City valid till bid validity. The copy of the proof of submission of bid security online to be submitted in technical proposal. Followings are the details to prepare bid security in the form of BG:

- a) **Beneficiary's Account Name** : Patna Smart City Limited
- b) **Beneficiary's Account No.** : 73211100000023
- c) **Beneficiary's Bank Name** : Dakshin Bihar Gramin Bank
- d) **Branch Name and Code** : Kankarbagh, Patna, 7321
- e) **IFSC Code** : PUNBOMBGB06 ("0" is Zero at both places)

- ii. In the event that the first ranked Applicant commences the assignment as required the Authority shall return the Bid Security of all other applicant promptly. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and submitting the Performance Bank guarantee.
- iii. Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- iv. The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- v. The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right

or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If an Applicant engages in any of the Prohibited Practices;
- b) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- c) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments after its selection;
- d) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in this RFP; or
- e) If the Applicant is found to have a Conflict of Interest as specified in Clause given overleaf.

15. CRITERIA FOR EVALUATION

Evaluation of Technical Proposals

In the first stage, the Pre-Qualification Criteria will be checked. The Technical Proposal will be evaluated of those bidders who qualify in the Pre-Qualification stage; on the basis of eligibility criteria outlined in Para 4 or this RFP. Only those bidders who are successful in this evaluation and as such declared responsive shall qualify for further consideration and their financial bids will be opened.

The bidders are advised to submit valid work experience certificate (indicating completion of work successfully) issued by the client, along with proper related credentials.

Evaluation of Financial Proposals

All the applicant whose bids qualify the technical stage will be eligible for financial opening stage. The financial proposal will be opened at a predefined time and venue where the representative(s) of bidders, who qualify technical round, and choose to be present.

The bidders should clearly mention the % of Gross receipts from the services rendered through JSKs to be shared with PSCL as per scope of this RFP and should indicate the same in both words and figures. The bids will be evaluated and would be in favour of the bidder, quoting the highest value of Gross receipts from the services rendered through JSKs for sharing with PSCL.

16. APPENDICS AND ANNEXURES

APPENDIX-1 *(consisting of 3 Annexures)*

Annexure 1

Draft MEMORANDUM OF UNDERSTANDING (MoU)

FOR PROVISION OF SERVICES OFParticipating Department) THROUGH JAN SEVA KENDRAS

This MoU is made on this day of (Date)/(Month)/(Year)

Between

(Participating Department) having office atrepresented by
..... (herein after be called as)
And

Managing Director, PATNA SMART CITY LIMITED, having Office at 5th Floor, BISCOMAUN
Tower represented by, PATNA SMART CITY (hereinafter called as PATNA SMART CITY)

And

(Service Provider) having its office at represented by the(hereinafter
called as Service Provider)

Whereas

The (Participating Department) is desirous of implementation of the scheme for provision
of its Services through JAN SEVA KENDRAS.

And where-as

PATNA SMART CITY has accepted the proposal for implementation of such scheme for
provision of services to citizens through JAN SEVA KENDRAS.

Now, therefore, this MoU is executed binding all parties to the following terms and
conditions:

1. This MoU is for implementation of the scheme of (Name of Service) through JAN SEVA KENDRAS in the jurisdiction of the department and subsequently remittance of amounts and documents thereof to the (Participating Department) with supporting documents.
2. This MoU is subject of Terms and Conditions of Contract between PATNA SMART CITY, Service Provider and the Participating department. In case of any conflict, terms and conditions of Contract between PATNA SMART CITY and Service Provider shall prevail.

3. The terms and conditions specified in this MoU shall be applicable for delivery of all the services of the Department indicated above through JAN SEVA KENDRAS.
4. Service Provider shall provide service to citizens and Department as per terms and conditions of the Contract between PATNA SMART CITY and Service Provider.
5. Service Provider shall accept payment of (Participating Department) customer/clients as per terms and conditions of this MoU.
6. (Participating Department) will maintain the database of all the customer/clients to provide the services as agreed upon.
7. Service Provider will not accept any partial payments of the prescribed amount as mentioned in the bill. However, Service Provider may be required to accept partial payments upon such a request from (Participating Department).
8. Service Provider is authorized to accept the payments in Cash/DD/Cheque/Credit Card. The Cheque & DDs should be drawn in favour of PATNA SMART CITY.
9. Service Provider shall generate a receipt for each payment made at the delivery channels duly incorporating the service & payment details.
10. In case of citizen insists for multiple receipts instead of one receipt, the transaction fee for additional receipts has to be collected (additionally) from the citizen.
11. As regards the remittance of collections of Department, it will be the responsibility of Manager Director, PATNA SMART CITY to remit amount and instruments to (Participating Department) along with Management Information System (MIS) reports through email or soft copy. MIS reports in soft copy/hard copy shall be provided by Service Provider.
12. The frequency of remittance of cash/credit card payment being collected at JAN SEVA KENDRAS shall be on a daily basis through a consolidated cheque along with MIS report. The payment shall be made by next working day to PATNA SMART CITY head office. In case of delay of more than 10 days, interest at 12% (Simple interest) per annum shall be charged.
13. As regards the collections through Cheque/DD collections, the amount shall be remitted on the 4th day of collection of such instruments at JAN SEVA KENDRAS Centers (without waiting for realization of Instruments in ESCROW Bank account in name of PATNA SMART CITY LIMITED) excluding day of collection and holidays, subject to realization, through a consolidated cheque with MIS report.

14. PATNA SMART CITY shall claim a bill for the service charges payable by (Participating Department) once in a month. PATNA SMART CITY shall prepare a consolidated statement for all the days payments in a month, center-wise and day-wise and claim service charges accordingly which will be reconciled with the accounts branch of the (Participating Department) from time to time. The (Participating Department) shall pay the monthly transaction charges within 15 days of receipt of the bill pending reconciliation. In case of delay of more than 15 days, interest at 12% (simple interest) per annum shall be charges to (Participating Department).
15. If any discrepancies are found during reconciliation, the same will be adjusted against the subsequent bill amount. In case the payment is not made within the above period, PATNA SMART CITY is authorized to deduct the transaction charges at source from the amount payable to the (Participating Department).
16. The fees for the service through JAN SEVA KENDRAS will be as indicated in the RFP floated for Selection of Service Provider. The courier charges for dispatching documents/plans/application etc. to (Participating Department) will be charged extra to citizen.
17. Share of Service Provider in Transaction charges will be payable by PATNA SMART CITY to Service Provider at the end of each month based on reconciled figures.
18. In the event of any complaints from the subscriber regarding payments made at PATNA SMART CITY missing in the daily lists submitted by the Service Provider, the (Participating Department) shall advise the aforesaid citizen to refer the complaint to Service Providers for verification and correction based on the documentary proof of having paid.
19. All the transactions of JAN SEVA KENDRAS shall be through online mode only. Service Provider shall make sure that the connectivity between the (Participating Department) server and JAN SEVA KENDRAS server is always live to have online transaction. In case of any offline collections due to failure of leased line/MPLS at the time of transaction, it is the responsibility of Service Provider to update the collection to the (Name of Department) server through online mode by the end of the day.

20. Extension of this facility to any other services shall be considered as and when required, subject to mutual consent of the all the parties.
21. Service Provider will be provided access only to the selected tables of the Database of the (Participating Department), which are needed for updating of the database. Service Provider through its software will update the database through secured software. In case of loss of data or its integrity due to lack of sufficient security measures in Service Provider delivery mechanism or software, it will be the responsibility of PATNA SMART CITY to make Service Provider to rectify such mistakes and update data at its cost.
22. (Participating Department) shall reserve the right to offer its services through any other service provider/delivery channel.
23. The (Participating Department) shall publish / display board and other publicity material prominently on the availability of this facility.
24. Service Provider shall provide the connectivity between the (Participating Department) data center and the JAN SEVA KENDRAS data center using suitable connectivity.
25. It is the responsibility of Service Provider to ensure the transaction reliability, integrity and completeness.
26. The (Participating Department) shall not be responsible for any loss of cash / cheque, for any reason whatsoever, collected at the JAN SEVA KENDRAS Centers and the payments to the (Participating Department) shall not be affected, in value or time, due to such loss at the JAN SEVA KENDRAS Centre.
27. Service Provider shall be solely responsible for any loss of cash / cheque / DD Instrument / Documents for any reason what so ever at JAN SEVA KENDRAS centers and during its remittance to ESCROW Bank account in name of PATNA SMART CITY LIMITED.
28. The Service Provider will ensure confidentiality of all data of the (Participating Department) and their transactions and it will not provide the same to any other party without the permission of the (Participating Department) subject to legal requirements.
29. A review meeting should be organized by Service Provider once in a month, to resolve issue if any.

30. Operations & Reconciliation

30.1 Service Provider and the (Participating Department) to nominate individuals responsible for Administration, Finance, Technical & Project implementation, Database Support, Application Support, Network Support to reconciliation team.

30.2 The team members to meet as and when required but necessarily undertake monthly reviews / meetings for smooth operations.

31. This MoU shall be come into force for a period of three years with effect from (Date) / (Month) / (Year) and may be extended further on year-to-year basis with the consent of all the parties to this MoU. However, the terms & conditions of this MoU are subject to change based on the changes in the contractual terms between PATNA SMART CITY and Service Provider for JAN SEVA KENDRAS.

32. In the event of any dispute / disagreement on any issue or any article of the MoU, it would be resolved by Managing Director, PATNA SMART CITY and Head of Department (Participating Department).

33. If Managing Director, PATNA SMART CITY and the Head of Department (Participating Department) are not able to resolve the disputes / disagreements on any issue, such disputes shall be referred to Principal Secretary, (Participating Department) for resolution and their decision will be final and binding on all the parties.

34. It is mutually agreed that in case the performance of Service Provider is not to the satisfaction of (Name of Department) on any issue including transactions pending for updating, wrong posting, delays in remittance, delay in reconciliation of transactions, suppression of transactions, and any serious irregularities, the (Participating Department) reserves the right to terminate the MoU by giving 30 days' notice. Similarly, PATNA SMART CITY and Service Provider reserves the right to terminate the MoU on the ground that department has defaulted in keeping its JAN SEVA KENDRAS related IT infrastructure up and running and default in timely release of Transaction charges to PATNA SMART CITY, by giving 30 days' notice.

35. This MoU is executed in triplicate and all the parties shall be entitled to keep one original.

IN WITNESS WHEREOF THE PARTIES HAVE SET FORTH THEIR RESPECTIVES HANDS ON
THE DAY, MONTH AND YEAR AS FIRST ABOVE WRITTEN.

**For Participating Department
PATNA SMART CITY**

For Service Provider

For

Witness:

1.

2.

Witness:

1.

2,

Witness:

1.

2.

Annexure 2

Tentative List of Departments likely be participating in Jan Seva Kendras

Sl. No.	Name of the department
1	South Bihar Power Distribution Company Ltd.
2	Patna Municipal Corporation
3	Bharat Sanchar Nigam Limited
4	Municipal Administration of other cities in Bihar
5	R.T.A. (Road Transport Authority)
6	Labour Department
7	Fire and Emergency Services
8	District Services
9	Bihar State Road Transport Corporation
10	IRCTC (Indian Railway Catering and Tourism Corporation)
11	R.P.O. (Regional Passport Office)
12	Bihar Dairy Development Cooperative Federation
13	BELTRON
14	Bihar Public Service Commission
15	Bihar Police
16	Civil Supplies Department

Annexure 3

List of Services Government to Citizen (G2C) and Business to Citizen (B2C) to be provided by JAN SEVA KENDRAS

G2C Services

Sl. No.	Department	Service Sl. No.	Services Particulars
1	Patna Water Board (under PMC)	1	Payment of Water bill
		2	Collection of Water Tanker charges
2	P.M.C.	3	Registration of Birth Certificate
		4	Issue of Death Certificate
		5	Payment of Property Tax
		6	Renewal of Trade License
		7	Registration of New Trade License
		8	Building Permission Application
		9	Sale of Prepaid Parking Cards
3	South Bihar Power Distribution Co. Ltd.	10	Collection of Electricity charges
4	B.S.N.L.	11	Payment of telephone bills
		12	Sale of ITC Cards
5	Regional Transport Office	13	Payment of vehicle tax for non-transport vehicle
		14	Payment of New Vehicles tax
		15	Life Tax First Quarter Tax
6	Labour Department	16	Renewal of License
		17	Registration (Enumerated)
		18	New Registration
		19	Notice of Change (Amendments)
7	Bihar Fire and Emergency Services	20	Application of Fire Clearance
		21	Application for Fire Clearance (Interruption)
		22	Resubmit of Application
		23	Applications Rejected at Department
		24	No Objection Certificate
8	Revenue Department	25	Revenue Records Delivery System – MRO
		26	Revenue Records Delivery System – AD
		27	Mutations (Change of Name)
9	Bihar State Road Transport Corporation	28	Sale of Bus Pass Application
		29	BSRTC Bus Reservations
		30	Issue of Bus Pass
		31	Renewal of Bus Pass
10	IRCTC	32	Reservation of Railway Ticket
11	Regional Passport Office	33	Sale of Passport Application
		34	Filing of Passport

		35	Renewal of Passport
12	BDDCF	36	Sale of Milk Cards
13	Beltron	37	Sale of Digital Certificate
14	Bihar Public Service Commission	38	Issue of duplicate hall tickets for Group I
15	Bihar Police Department		Fees
		39	Charge Sheet
		40	Cycle Stand (Vehicle Parking)
		41	Deployment of PSO (Head Constable) (Per Month)
		42	First Information Report
		43	Inquest / Panchanama
		44	Missing of cell phone
		45	Missing of Certificate / Document
		46	Missing of Passport
		47	Missing of R.C. / Driving License
		48	Police clearance Certificate
		49	Post Mortem Report
		50	Shifting of Vehicle from Bihar to other states
		51	Verification of character and Antecedents (Corporate)
		52	Verification of character and Antecedents (Non-Corporate)
			Visa Fee
		53	Penal Fee (After expiry of VISA Due date)
		54	Visa Fee: up to 1 Year
		55	Visa Fee: up to 3 Years
		56	Visa Fee: Up to 5 Years
			Bandobust Charge
		57	Assistant Sub Inspector/Reserve Sub Inspector (Day)
		58	Assistant Sub Inspector/Reserve Sub Inspector (Night)
		59	Head Constable (Day)
		62	Head Constable (Night)
		63	Inspector/Reserve Inspector (Day)
		64	Inspector/Reserve Inspector (Night)
		65	Police Constable (Day)
		66	Police Constable (Night)
		67	Sub Inspector/Reserve Sub Inspector (Day)
		68	Sub Inspector/Reserve Sub Inspector (Night)
		69	Hotel/Lodges License
		70	Category (1) 5 Star (Renewal Fee)
		71	Category (1) 5 Star Fresh License
		72	Category (2) 3 Star Fresh License
		73	Category (2) 3 Star (Renewal Fee)
		74	Category (3) (Ordinary) Fresh License
		75	Category (3) (Ordinary) Renewal Fee
		76	Restaurants Fresh License
		77	Restaurants Renewal Fee
		78	Tea Stalls Fresh License
		79	Tea Stalls Renewal Fee

	Police Department	80	Amusement License
		81	Band Music and Dance in Hotels/Restaurants etc. (Per Annum) (Fresh License)
		82	Band Music and Dance in Hotels/Restaurants etc. (Per Annum) (Renewal Fee)
		83	Exhibition, Cultural Programs, Fashion Show, Personality contest (Appl. Fee) Commercial
		84	Permission Show / Benefit Shows
		85	Permission for film Shooting / T.V. Shooting
		86	Blasting Permission
			Blasting Permission (15 Days)
			Blasting Permission (30 Days)
		87	Arms License Fees
		88	.22 Rifle (Fresh License)
		89	.22 Rifle (Renewal Fee)
		90	B.L. Guns (Fresh License)
		91	B.L. Guns (Fresh License)
		92	M.L. Guns (Muzzle Loading gun Fresh License)
		93	M.L. Guns (Muzzle Loading gun Renewal Fee)
		94	Revolver, Pistol, Rifle (Fresh License)
		95	Revolver, Pistol, Rifle (Renewal Fee)
		96	Arms Dealership License Fee
		97	Form: VII Journey License to carry the weapon (Single Weapon)
		98	Form: XII License to sell transfer of Test (Renewal Fee)
		99	Form: XIII License to sell transfer or test and keep for sale transfer or test (Fresh License)
		100	Form: XIII License to sell transfer or test and keep for sale transfer or test (Renewal Fee)
		101	Form: XVI Import License (For more than one weapon and of Ammunition)
		102	Form XVI: Import License (Single Weapon)
		103	Form: XX Transfer License (For more than on Weapon and Ammunition)
		104	Form: XX Transfer License (Single Weapon)
		105	Form: XII License to sell transfer or test (Fresh License)
		106	Form: License to Repair, test sell of transfer (Fresh License)
		107	Form XI: License to repair, test sell of transfer (Renewal Fee)
			Police Station Collections
			ZONE
		108	Central Zone
		109	East Zone
		110	West Zone
		111	North Zone
		112	South Zone
		113	Head Office
		114	Traffic
		115	Car

		116	Jeep
		117	Auto Rickshaws
		118	Auto Trolley
		119	Motor Cycle
		120	Setwin Bus
		121	Scooter
		122	Tempo
		123	Tourist Bus
		124	DCM
		125	Moped
		126	Alwin Nissan
		127	Government Vehicle
		128	7-Seater
		129	School Bus
		130	Others
		131	Local Lorry
		132	Mini Lorry
		133	Tipper
		134	Tractor
		135	Power Tiller
		136	Van
		137	RTC Bus
		138	Non-Local Lorry
16	Department Miscellanies	139	Sale of Passport Application
		140	Sale of Trade License Application
		141	Sale LAW CET Application
		142	Sale of DIET CET Application
		143	Sale of ECET Application
		144	Sale of EAMCET Application
		145	Sale of BRAOU Application
		146	Sale of CDE PG Application (UH)
		147	S.S.C. Results
		148	Sale of ICET Application
		149	Sale of 10K Run Application
		150	Sale of e-Learning CD'S
		151	Sale and Receiving of SDR Application
		152	Sale of MCB City Map
		153	Sale and Receiving of BUDA Application
		154	Sale of BUDA Draft Master Plan
17	Civil Supplies Department	155	Remittances of Fair Price dealers for lifting stock
18	Bihar Police Directorate		Furnishing of Investigation Document
		156	69.1 First Information Received
		157	69.2 Inquest Report
		158	69.3 Panchnama Report
		159	69.4 Scene of Offence Sketch
		160	69.5 PME Report
		161	69.6 Medical Certificate
		162	69.7 MVI Report
		163	69.8 Inspector of factories Report
		164	69.9 FSL Report
		165	69.10 Chemical Analysis Report

REQUEST FOR PROPOSAL

Selection of Service Provider for Operating and Maintaining Jan Seva Kendra, under Smart City Mission (SCM) in Patna

	166	69.11	Accused Vehicle RC
	167	69.12	Accused Vehicle License
	168	69.13	Accused Vehicle Fitness
	169	69.14	Accused Vehicle Insurance
	170	69.15	Charge Sheet
	171	69.16	Final Report
			Missing / Lost Document
	172	70.1	Transfer Certificate
	173	70.2	Memo
	174	70.3	Driving License
	175	70.4	Insurance Certificate
	176	70.5	ID Cards
	177	70.6	Vehicle RC
	178	70.7	Vehicle Insurance
	179	70.8	Vehicle Fitness
	180	70.9	Bond Certificate
	181	70.10	Arms License
	182	70.11	Credit / Debit Cards
	183	70.12	Cell Phone
			Permission and Bandobust
	184	71.1	Marriage Function requiring police bandobust
	185	71.2	Orchestra for small program
	186	71.3	Commercial Displays
	187	71.4	Corporate Anniversary function
	188	71.5	Cinema Success Function
	189	71.6	Industrial Exhibitions
	190	71.7	Customer Meet
	191	71.8	Rallies Religious Function
	192	71.9	Public Meetings
		71.10	Cultural Show Fashion show / Personality contest (Commercial)
	193		
	194	71.11	Cultural Show Fashion show / Personality contest (Non-Commercial)
	195	71.12	Exhibitions / Circus
	196	71.13	Film Shooting
	197	71.14	TV Shooting
	198	71.15	Loud Speakers
	199	71.16	Mobile Adv for Autos / Van
	200	71.17	Benefit Show
			Arm Licenses
	201	72.1	Fresh License
	202	72.2	License Renewal
	203	72.3	License re-registration
			Certificates
	204	73.1	Verification of Character & Antecedents
	205	73.2	NOC for transfer of vehicles to other states
			Hotel / Lodges / Restaurants / Bar / Dhabas / Resorts / Theme / Entertainment Park License
	206	74.1	Fresh License for 3-star hotels

REQUEST FOR PROPOSAL

Selection of Service Provider for Operating and Maintaining Jan Seva
Kendra, under Smart City Mission (SCM) in Patna

		207	74.2	Fresh License for 5-star hotels
		208	74.3	Fresh License for Bar / Dhabas
		209	74.4	License Renewal for 5-star hotels
		210	74.5	License Renewal for Bars / Dhabas
		211	74.6	Fresh License for Theme / Entertainment Park / Resort
		212	74.7	License Renewal for Theme / Entertainment Park / Resort
		213	74.8	Fresh License for Ordinary Hotels / Restaurants
		214	74.9	License Renewal for Ordinary Hotels / Restaurants
				Acceptance of Hotels / Lodges License
				Acceptance of Permission and Bandobust
				Traffic Challan Payment

B2C Services

Sl. No	Department		Services Particulars
1.	TATA	1	Payment of Tata Telephone bills
2.	Reliance	1	Payment of Reliance Telephone bills
3.	Airtel	1	Sale of Magic Cards
4.		2	Sale of new kids of Airtel Mobile Phone
5.		3	Payment of Airtel Telephone bills
6.	Idea/Vodafone	1	Sale of New chit chat cards
7.		2	Recharging of Chit Chat cards
8.		3	Payment of Idea Telephone bill (landline & Mobile)
9.	Western Union Money Transfer	1	Transfer of money using WUMT Company
10	Easy Movies	1	Sale of movie tickets
11	Pioneer Online	1	Sale of Cards
12		2	Sale of Dialup cards
13		3	Sale of New Chit chat cards
14	Bharat Matrimonial	1	Matrimonial Registrations
15	Apollo Services	1	Sale of New chit chat cards
16		2	Wellness Rx Health scans
17		3	Sale of DOST Cards
18	New Vision Publication	1	Sale of Books

Appendix -2 *(consisting of 7 Annexures)*

Annexure-1: Technical bid checklist

Sl#	Checklist Items	Compliance (Yes or No)
1.	Technical Bid Covering Letter Ref: Annexure 2 of Appendix 2	
2.	Cost of Bid Documents/RFP Fee of Rs 10,000/- [Rupees Ten Thousand] only in form of unconditional Demand Draft (Non-Refundable) in favour of Managing Director, Patna Smart City Ltd, payable at Patna.	
3.	Proof of online payment of e-proc bid processing cost as per e-proc (https://eproc.bihar.gov.in) norms (Non-Refundable) to BELTRON	
4.	Brief profile of the company and name, designation, address, mobile number, fax, email, etc. of primary & secondary contact persons. Also refer Annexure 3 of Appendix 2	
5.	Earnest Money Deposit of Rs 1,00,000/- (Rupees One Lakh) only (Refundable) in the form of unconditional Bank Guarantee, DD of Scheduled Bank; Post Office Term Deposit/ FD/NSC to be pledged in favour of Managing Director, Patna Smart City Ltd, payable at Patna. Also refer Annexure 3 of Appendix 3	
6.	Draft MEMORANDUM OF UNDERSTANDING (MOU) for provision of services of (Department Name) THROUGH JAN SEVA KENDRAS. Ref: Annexure 1 of Appendix 1	
7.	Self-declaration that the bidder is a single business entity/ sole bidder and the bidding agency is not a consortium or Joint Venture.	
8.	Audited statement for last 3 financial years viz. 2017-18, 2018-19 & 2019-20 of the bidder from the work of ICT enabled Government (G2C) and Non-Government (B2C, C2C) services to citizens. Ref: Annexure 5 of Appendix 2	
9.	Certificate from the Chartered Accountant clearly specifying that the Net Worth for the last 3 financial years 2017-18, 2018-19 & 2019-20 is from ICT enabled Government (G2C) and Non-Government (B2C, C2C) services to citizens in Jan Seva Kendra.	
10.	Certificate for Experience of ICT based Project in Jan Seva Kendra (most important being the certificate from client) i.e., True/ Photo Copy of Work Completion Certificate of similar works mentioned in RFP as a prime Agency, Contractor in any Government Organisation with minimum value of 90% of estimated value of contract (experience and resources as a Sub-contractor's shall not be considered) Ref: Annexure 6 of Appendix 2	

Sl#	Checklist Items	Compliance (Yes or No)
11.	Copy of valid GST registration certificate and PAN	
12.	Self-declaration from the bidder that as on date of submission of bid, the bidder is not black-listed/debarred/terminated by any Central/State Government Organization/Department/ PSU in India. Ref: Annexure 5 of Appendix 2	
13.	No Conflict-of-Interest Ref: Annexure 7 of Appendix 2	
14.	Certificate of Registration in proof that the bidder must be a Proprietorship concern/Partnership Firm registered under Partnership Act 1932/ LLP registered under LLP Act 2008/Company or corporation registered under Indian Companies Act 2013/ or a society registered under Societies Act 1860, capable of delivering work outlined in scope, as mentioned in the RFP	
15.	Self-declaration that the Bidder that he already has or shall undertake to set up an office in Patna during execution of the project, if awarded, for which the bid is being submitted.	
17.	Power of Attorney of authorized representative as per the format at given in this RFP. Ref: Annexure 4 of Appendix 3	
18.	Unconditional Performance Bank Guaranteed. Ref: Annexure 2 of Appendix 3	
19.	Any other document, as specified in the RFP document.	

Annexure-2: Technical Bid Covering Letter (on Applicant's Letter head)

Date: dd/mm /yyyy

To,
The Managing Director,

Patna Smart City Limited,

Patna

Subject: Request for Proposal (RFP) for “Selection of Service Provider for Operating and Maintaining Jan Seva Kendra, Patna under Smart City Mission (SCM) in Patna”.

Ref: RFP/NIT No. dated

Dear Sir,

With reference to your RFP for **“Selection of Service Provider for Operating and Maintaining Jan Seva Kendra, Patna under Smart City Mission (SCM) in Patna”** I/ We, <<name of the undersigned Bidder>>, having read and examined in detail all the bidding documents in respect of Request for Proposal, do hereby propose to provide our services as specified in the bid submitted by us and accordingly submit our Technical Bid and Financial Bid.

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

I/we understand that our bid is binding on us and also that you are not bound to accept any Bid you receive. This bid is valid for 120 days after opening of technical bid. We shall extend the validity of the bid if required by PSCL. If the quoted item / material / product / brand / model becomes obsolete, we shall replace it with equivalent one.

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

We hereby **declare** that:

- (a) We hereby acknowledge and unconditionally accept that the PSCL can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in shortlisting of Agency for providing services.

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

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

In case of any clarifications please contact: emailcontact no.

Thanking you,

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

Annexure 3: Brief Profile of the Company, Contact persons & EMD details

Sl. No.	Particulars	Description
1.	Name of Bidder	
2.	Bidder's Legal status (company/Pvt. Ltd./LLP etc.)	
3.	Main business of the Bidder	
4.	Registered office address	
5.	Registration number & date	
6.	GST No.	
7.	PAN details	
8.	Primary Contact Person (Name, Designation, address, mobile number, fax, email, etc.)	
9.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email, etc.)	
10.	EMD details	

Annexure 4: Financial Turnover of last 3 years.

The Audited statement / financial turnover of the company has to be provided last 3 financial years viz. **2017-18, 2018-19 & 2019-20** as per the following table:

Sl. No.	Audited financial statement for last 3 financial years / Annual Turnover *		
	2017- 2018	2018- 2019	2019- 2020

***Note:** Also submit Certificate from the Chartered Accountant/ statutory auditor/ Company Secretary clearly specifying the annual turnover is from the operations from Civil Construction Works.

Annexure 5: Declaration of Non-Blacklisting/Debarment/Termination

(To be provided on the Company letter head)

Ref.

Date:

To,

.....

.....

.....

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

Subject: Self Declaration of not been blacklisted; in response to the Request for Proposal for
“Selection of Service Provider for Operating and Maintaining Jan Seva Kendra, Patna under Smart
City Mission (SCM) in Patna”

Dear Sir,

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

In case at any stage of bidding/ execution of work, if it is found that our company/
firm was blacklisted /debarred/terminated in any manner whatsoever mentioned above
by any of the State/ UT/ Central Government department/PSU in India, the contract
awarded to our company/ firm may be cancelled.

(Signature of the Bidder)

Printed Name

Designation

Seal Date:

Place:

Business Address:

Annexure 6: Certificate for Experience in implementing ICT based G2C and B2C Project
 (To be provided on Company Letter Head)

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

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

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

(Authorized Signatory)

Signature:

Name:

Designation:

Bidding entity's name Address:

Seal and Date:

Annexure 7: No Conflict of Interest

(To be provided on the Bidders Letter head)

No Conflict of Interest

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

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

(Signature of the Bidder)

Printed Name

Designation

Seal Date:

Place:

Business Address:

APPENDIX-3
(consisting of 4 Annexures)
Annexure 1
FINANCIAL PROPOSAL FORMAT

Sl. No.	Item	Percentage* in figures	Percentage* in words
A	% of Gross receipts obtained from the services rendered by the Service Provider in Operating and Maintaining Nine Jan Seva Kendras under Smart City Mission (SCM) at Patna		

***Note:** The bidder shall quote the % of Gross receipts to be shared with the PSCL. Bid with less than 10% of Gross receipts sharing shall be rejected. Notwithstanding, anything the monthly rental of Rs 5,000/- per Jan Seva Kendra need to be paid by the successful bidder in all case from the 1st day of the month following 2 months of signing of the contract with the bidder offering highest share of Gross Receipt.

Annexure 2: Unconditional Performance Bank Guarantee

Ref:

Date

Bank Guarantee No.

<Name.

<Designation.

<Address..

<Phone Nos..

<Fax Nos..

<Email id.

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

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

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

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

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

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

made between you and the System Integrator shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

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

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

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

Date

Place

Signature

Witness

Printed name

(Bank's common seal)

Annexure 3: Unconditional Bank Guarantee for Earnest Money Deposit

To,

<Name.

<Designation.

<Address.

<Phone Nos...

<Fax Nos...

<Email id.

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

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

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

The conditions of this obligation are:

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

(Authorized Signatory of the Bank)

Seal:

Date:

Annexure 4: Format for Power of Attorney**POWER OF ATTORNEY**

[To be executed on non-judicial stamp paper of Rs. 1,000/-. The stamp paper shall be in the name of Patna Smart City Ltd.]

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

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

Dated this the day of _____ 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:

Note:

To be executed by all the members individually.

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