



Expression of Interest

for Empanelment of agency
for Various Works of
Bhagalpur Smart City Limited

Registered Office:

Chief Executive Officer,
4th Floor, Bhagalpur Smart City Building,
ICCC, Police Line Campus, Opposite Main
Gate of Sandy's Compound,
Bhagalpur-812001, India.

Contact- 06412302035,
Email- info@smartcitybhagalpur.org,
Website- www.smartcitybhagalpur.org

Disclaimer

The information contained in this Expression of Interest ("EoI") document provided to the Bidder(s), by or on behalf of Bhagalpur Smart City Limited (BSCL) with information to assist the formulation of their Proposals. This EoI document does not purport to contain all the information each Bidder may require. This EoI document may not be appropriate for all persons, and it is not possible for BSCL, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this EoI document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this EoI document and where necessary obtain independent advice from appropriate sources. BSCL, their respective employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the EoI document.

BSCL may, in their absolute discretion, but without being under any obligation to do so, update, amends or supplements the information in this EoI document. Updated EoI document will only available in referred departmental website.

Sd/-

Chief Executive Officer,
Bhagalpur Smart City Limited.

Introduction

Bhagalpur Smart City Limited (BSCL), a Special Purpose Vehicle (SPV) incorporated under the provisions of the Companies Act, 2013, has been established for the planning, execution and monitoring of projects under Smart City Mission in Bhagalpur.

Under the Smart City Mission, BSCL has successfully undertaken and implemented several citizen-centric infrastructure and urban development projects aimed at enhancing the quality of life and improving urban services in the city. These initiatives include development and upgradation of roads, parks and open spaces, riverfront development, installation of solar and street lighting systems and other urban infrastructure works in Bhagalpur.

In order to ensure efficient planning, execution operation, maintenance of components of existing / upcoming projects, BSCL intends to empanel competent and experienced agencies / firms for the purposes of monetisation of the components / projects created / developed under Smart City Mission.

ELIGIBILITY CRITERIA- Any firm/Agency/company may participate in EoI with valid documents as mentioned below in the table:

Sr.No.	Details	Documents to be submitted
1	The bidder should be Registered from Bihar Public works Department i.e Road Construction Department, Building Construction Department, Public Health Engineering Department etc. or Bihar Tourism Department Travel Agency Registration or Shop and Establishment Registration, MSME registration, Udami Aadhar.	Contractor/Agency /Firm Registration from Bihar Public works Department. Copy of Certificate of Incorporation in case of Companies.
2	Work executed in last three years i.e. FY 2022-23, 2023-24, 2024-25.	A self-declaration of Experience with enclosure of work order or agreement copies as per Annexure - 1 . All the supporting documents should be duly self certified.
3	The Bidder should have positive net worth in last 3 consecutive financial years i.e. FY 2022-23, 2023-24, 2024-25.	Certified copy of Audited Financial Statement from Chartered Accountant /Auditors Statutory Report as per Annexure - 2 . All the supporting documents should be duly self certified.
4	Average annual turnover for last 3 financial years i.e. (2022-23, 2023-24, 2024-25.) of at least Rs 25 Lakhs.	Certified copy of Audited Financial Statement from Chartered accountant /Auditors Statutory Report as per Annexure - 3 . All the supporting documents should be duly self certified.
5	a) The Bidder should not have been blacklisted/ debarred by any State Government /Central Government departments/PSUs/ at the time of submission of bid. b) The Bidder's should not be owned or controlled by any Director or Employee (or Relatives) of BSCL, both present and those who have retired in the last five years. c) The bidder has not been subject to any investigation, vigilance proceeding, prosecution, or criminal litigation initiated by any Government or statutory authority, and that no such proceeding is pending against the bidder at the time of submission of bid.	A self-declaration as per Annexure - 4 , on Rs 100 affidavit plus Rs 25 Welfare ticket.
6	Character Certificate	Valid Character Certificate of Individual/ partners/ directors and its authorised person issued from Superintendent of police.
7	GST and PAN	Document related to GST and PAN. All the supporting documents should be duly self certified.

Annexure – 1

Sr. No	Name of Assignment	Client	Agreement No/ Work Order No in FY 2022-23, 2023-24, 2024- 25.	Scope in Brief
1				
2				
3				

Annexure – 2

F.Y.	2023-24	2024-25	2025-26	Total	Average
Net worth					

Certificate from the Chattered Accountant

This is to certify that.....(name of the Bidder) has received the payments and earned net profit shown above against the respective years.

Name of the audit firm:

Seal of the audit firm Date:

The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.

(Signature, name and designation of the authorized signatory)

Annexure – 3

F.Y.	2023-24	2024-25	2025-26	Total	Average
Annual Turnover					
Net Profit					

Certificate from the Chattered Accountant

This is to certify that.....(name of the Bidder) has received the payments and earned net profit shown above against the respective years.

Name of the audit firm:

Seal of the audit firm Date:

The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.

(Signature, name and designation of the authorized signatory)

Annexure – 4

I, ..., aged about years, being bidder of the EoI No. do solemnly affirm the following:

- a) That M/s is not blacklisted/ debarred by any State Government /Central Government departments/PSUs/ at the time of submission of bid.
- b) That M/s is not owned or controlled by any Director or Employee (or Relatives) of Bhagalpur Smart City Limited, both present and those who have retired in the last five years.
- c) That M/s..... is not subject to any investigation, vigilance proceeding, prosecution, or criminal litigation initiated by any Government or statutory authority and that no such proceeding is pending against the firm/agency/company at the time of submission of bid.

SCOPE OF WORK

Bhagalpur Smart City Limited (BSCL) intends to empanel multiple suitably qualified, experienced and duly registered Agencies/Firms/Service Providers for undertaking various Operation & Maintenance, Facility Management, Advertisement, Event Management, Civil Works, Repair & Maintenance, Architectural and Technical Consultancy Services and other allied activities in respect of projects/assets developed or implemented under the Smart City Mission and other initiatives of BSCL within Bhagalpur to work as revenue earning model in order to self-sustain of the components / projects.

A reputed experience and financially sound agency / firm / company for empanelment of scope of work which shall include but not limited to the followings:

1. Operation and commercial utilization of 15 (fifteen). - Variable Message Displays (VMD's) installed at various locations of Bhagalpur City on revenue/ Rate basis. It is to be ensured the optimum and regulated utilization to generate revenue / value for BSCL through commercial display / Advertisement activities.
2. Design, Installation, operation & maintenance and commercial utilization of identified road facing locations in the premises of Smart City Projects.
3. Design Installation, operation & maintenance and commercial utilization of hording / advertisement display board at identified locations of Smart City Building and Night Shelter under the jurisdiction of BSCL on revenue / rate basis.
4. Design, supply Installation, operation & maintenance and commercial utilization of advertisement panels on light poles / solar light poles / camera poles installed within Bhagalpur on revenue / rate basis.
5. Design, supply Installation, operation & maintenance and commercial utilization of advertisement panels on light poles / solar light poles / other locations installed within Sandy's Compound Bhagalpur on revenue / rate basis.
6. Proposal from reputed companies, banks, financial institutions, Govt. / Semi Govt. organization, PSU, Educational institutions offices and other eligible entities for taking on rent or lease basis area available in three pockets admeasuring total area of 5200 Sqft available in ICCB Building having 24 X 7 uninterrupted electricity supply, security guard arrangement, passenger lifts and cargo lifts and ample parking facilities on revenue / rate basis.
7. Proposal from reputed companies, banks, financial institutions, Govt. / Semi Govt. organization, PSU, Educational institutions offices and other eligible entities for taking on rent or lease basis area admeasuring total area of 2000 Sqft available Multilevel Parking located at Katchahari Chowk having 24 X 7 uninterrupted electricity supply, security guard arrangement and passenger lifts on revenue / rate basis.
8. Proposal from reputed individual / firm / Agency / Company for comprehensive management including operation and maintenance of 59 vending Kiosks located 26

number sat Mayaganj, 17 numbers at Mokshda School and 16 numbers at Lajpat Park on revenue / rate basis.

9. Proposal from reputed companies for fast food chain / gaming zone / Café to operate and maintenance of 2000 Sqft of space located at 2nd floor of Town Hall having 24 X 7 uninterrupted electricity supply, security guard arrangement and passenger lifts on revenue / rate basis.
10. Proposal from reputed agency for Sports activities (Badminton, Cricket, Lawn Tennis, Basket Ball), Yoga, fitness and wellness facilities, events activities (Exhibition, fair, auto expo, book fair, industry expo, Job fair, Trade fair, other events), fast food chain / Café, gaming zone, Kids Play Area, Swimming Pool on revenue / rate basis.
11. Proposal from reputed agency for operation and comprehensive maintenance of Night Shelter located at Mayaganj on revenue / rate basis.
12. Proposal from reputed agency for operation and comprehensive maintenance of auto stand and Parking facilities on revenue / rate basis.
13. Proposal from reputed agency for operation and comprehensive maintenance Ghat premises such as Barari Ghat (652 meter), Budhanath Ghat at Jogsar (229 meter) Mushari Ghat etc. including Maintenance and cleanliness of Ghat, Crowd and facility management during festivals, special occasions and public events, Maintenance and management of associated public amenities such as Toilets, cloth changing room etc. Boating facilities and related infrastructure, Management of boating and allied facilities, Ferry activities on revenue / rate basis.
14. Proposal from reputed agency Civil Works, Repair and Maintenance including filling and repair of potholes and other damages of roads, Repairment of buildings and other structures, Minor construction and maintenance work of various project under smart city, any other civil/repair work assigned by BSCL on rate contract.
15. Proposal from reputed firm / agency / company for providing consulting services to BSCL, preparation of project documents such as Feasibility Report, Architectural planning and layouts, conceptual plan, DPR, design and drawings and tender documents.
16. Proposal from reputed firm / agency / company for providing legal services to BSCL which include Corporate Governance & Compliance: Ensuring operations comply with the Companies Act, 2013, Contract & Tender Management: Drafting, reviewing, and vetting Request for Proposals (RFPs), tendering documents, public-private partnership (PPP) agreements, turnkey contracts and service level agreements for various urban development projects Dispute Resolution & Litigation: Managing legal disputes, arbitration and court cases. Jurisdiction for any disputes or legal proceedings involving BSCL falls under the appropriate courts in Bhagalpur Land & Property Matters: Assisting with legal clearances, addressing encroachments and reviewing property or estate management regulations tied to smart city projects

Employment & Contractual Frameworks: Handling legal documentation for contractual recruitments, service rules and internal bye-laws.

17. Any other allied work/service as may be assigned by BSCL from time to time.

Compliance and General Responsibilities

- a) Comply with all applicable Central Government, State Government, ULB and statutory rules, regulations and guidelines.
- b) Maintain all applicable registrations, licences, permissions and statutory compliances relevant to the assigned work.
- c) Deploy adequate and competent manpower for execution of the assigned services.
- d) Provide necessary tools, equipment, materials, transportation and other resources required for satisfactory performance of the assigned work, unless otherwise specified by BSCL.
- e) Maintain proper records, registers, reports and documentation.
- f) Comply with applicable safety, environmental, technical and quality standards.
- g) Coordinate with BSCL and other concerned departments/agencies during execution of the assigned work.
- h) Execute all works/services strictly in accordance with the approved scope, specifications, drawings, standards and instructions issued by BSCL.
- i) Ensure timely completion and satisfactory performance of the assigned work/services.
- j) Comply with all applicable labour laws and other statutory requirements.

General Conditions of Empanelment

- a) The above scope of work is indicative and not exhaustive.
- b) BSCL reserves the right to assign one or more categories of work/services to any Empanelled Agency based on its eligibility, experience, technical capability and specific requirement.
- c) Empanelment shall not confer any right upon an Agency for award of any specific work, minimum quantity of work or minimum financial value.
- d) Specific works/services shall be assigned separately through Work Order, Letter of Award, Agreement or any other appropriate contractual arrangement issued by BSCL.
- e) The specific Work Order/Agreement shall define the detailed scope, deliverables, timelines, performance requirements, applicable terms and conditions and payment mechanism.
- f) BSCL reserves the right to modify, supplement, reduce or expand the scope of services depending upon project requirements.

- g) The Agency shall perform all such incidental and ancillary activities as may be reasonably required for satisfactory completion of the assigned work, even if such activities are not specifically mentioned herein.
- h) The final scope, terms and conditions for each assignment shall be as specified by BSCL in the respective Work Order/Agreement.
- i) The duration of Work Order/Agreement shall be one year unless otherwise renewed or extended.
- j) Performance security of 10% of agreement value in case of rate contract shall be deposited by the bidder before execution of agreement for the work. In case revenue / rate basis performance security shall be 5% of Agreement value.
- k) The electricity bill consumed during the agreement period shall liable to be paid by the bidder.
- l) Any damage in the existing infrastructure during the agreement period shall be restored by the bidder.
- m) Arbitration and Conciliation Act, 1996 will be followed in case of dispute with jurisdiction, Bhagalpur, Bihar.

The Empanelment shall facilitate BSCL in obtaining services from qualified agencies on an as-and-when-required basis for efficient operation, maintenance, development, management and technical support of various Smart City assets, facilities and projects within Bhagalpur.

FORM 1: FORMAT FOR SUBMISSION OF LETTER OF PROPOSAL & TECHNICAL BID

Date.....

To,

Chief Executive Officer,
Bhagalpur Smart City Limited.

Subject: Submission of technical proposal for Empanelment of agency for Various Works of Bhagalpur Smart City Limited.

We hereby propose to submit technical proposal for Empanelment of agency for Various Works of Bhagalpur Smart City Limited. We have understood the instructions and the terms and conditions mentioned in the EoI Documents furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of work required.

We hereby confirm our acceptance and compliance to the provisions and terms & conditions contained in the EoI Documents. Our proposal shall remain valid for acceptance for 180 days from the last date of submission of the offer.

We further confirm that any deviation to the clauses found anywhere in our Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implication whatsoever to BSCL, failing which the Bid Security may be forfeited. We certify that all the information provided in our bid, including the information regarding the team members, are true. We understand that any wilful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract.

We also understand that in such a case we may be debarred for future assignments with BSCL for a period of maximum two years from the date of such disqualification.

Yours truly,

Signature

Name Designation

Stamp Place:

FORM 2: POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY SIGNING THE PROPOSAL

Know all men by these presents, We (name of the firm

and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. (name), son/daughter/wife of and presently residing at, who is [presently employed with us, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposals[s] to Bhagalpur Smart City Limited (BSCL), including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to BSCL, representing us in all matters before the BSCL, signing and execution of all Agreements and Undertakings consequent to acceptance of our Proposal, and generally dealing with BSCL in all matters in connection with or relating to or arising out of our Proposal for the said tender and/ or upon award thereof to us and/or till the entering into Agreements with BSCL.

AND

we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, , THE ABOVE NAMED PRINCIPAL HAVE EXECUTED
THIS POWER OF ATTORNEY ON THIS DAY OF , 20--- FOR -----

(SIGNATURE)

(NAME, TITLE, ADDRESS)

WITNESS:

1.

2.

[NOTARIZED]

- 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 executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

FORM 3: AGREEMENT FORMAT

(On Stamp Paper)

AGREEMENT NUMBER: (To be filled by Authority)

Name of Work: Empanelment of agency for Various Works of Bhagalpur Smart City Limited This agreement entered into on this the day of

BETWEEN

Bhagalpur Smart City Limited, CIN- U93090BR2016SGC033046, having its registered office Registered Office: 4th Floor, Bhagalpur Smart City Building, ICCB, Police Line Campus, Opposite Main Gate of Sandy's Compound, Bihar- 812001 through Authorised Signatory ----- (hereinafter referred to as the **"Authority"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of **One Part;**

AND

M/s ----- having its registered office at ----- through its authorized signatory ----- (hereinafter referred to as the **"Contractor"** which expression shall, unless repugnant to the context or meaning thereof) of the **Other Part,**

Each of "Authority" and "Contractor" may be referred to individually as a "Party", and together they may be referred to as the "Parties".

Whereas the "Authority" entrusted Empanelment of Agencies for for Empanelment of agency for Various Works of Bhagalpur Smart City Limited to "Contractor" in accordance with the terms and conditions set forth in this agreement. The "Authority" accordingly invited Expression of Interest ("EoI") NIT No. dated from the eligible bidders as per terms and conditions prescribed in the "EoI" for undertaking the "Project".

The "Authority" issued Letter of Acceptance vide Letter No. dated and to M/s for the "Project" at the Contract Price of Rs...../- (Rs.) only inclusive of all taxes and GST.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, the "Authority" hereby covenants to pay the "Contractor" in consideration of the obligations specified herein, the Contract Price or such

other sum as may become payable under the provisions of the Agreement at the times and in the manner specified in the Agreement and intending to be legally bound hereby, the Parties agree and accept that the following documents are part of this agreement:

- a) Performance Security in terms of
- b) Letter of Acceptance (LOA) with letter No. dated
- c) Bid document of M/s submitted on website <http://www.eproc2.bihar.gov.in>
- d) NIT No: dated ;
- e) EoI
- f) Any other reference documents mentioned in the EoI.

In the witness whereof the parties there to have caused this Agreement to be executed on the day and year written before.

For and on behalf of
M/s

For and on behalf of
Bhagalpur Smart City Limited

[Authorized Signatory]

[Authorized Signatory]

Seal of M/s
Witness:

1.

2.

Seal of Bhagalpur Smart City Limited.
Witness:

1.

2.