



Request For Proposal

For

Selection of Aggregator / Agency for Operation & Maintenance & comprehensive management services of Vending Kiosks developed under Smart City Mission in Bhagalpur for three years on Yearly Fee Basis.

NIT No. - BSCL/KIOSK/2026/97

Registered Office:

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

NIT No.: BSCL/KIOSK/2026/

Notice Inviting Tender

Tender notice for Selection of Aggregator / Agency for Operation & Maintenance & comprehensive management services of 59 Vending Kiosks developed under Smart City Mission in Bhagalpur for three years on Yearly Fee Basis

1. Schedule of Selection Process:

S.No.	Information	Details
1.	Name of Organization	Bhagalpur Smart City Limited
2.	Officer Inviting Bid	Chief Executive Officer, Bhagalpur Smart City Limited.
3.	Bid Proceeding Fee	As per E-proc norms (non-refundable)
4.	Tender Document Fee	₹ 5,000/- (non-refundable) through online mode (on website – www.eproc2.bihar.gov.in)/ internet payment gateway (credit/debit card), Net Banking NEFT/RTGS.
5.	EMD	For amount Refer S.No-17, paid through online mode / internet payment gateway (credit/debit card), Net Banking or through Bank Guarantee on www.eproc2.bihar.gov.in
6.	Last Date and Time for uploading tender documents	As per NIT (on www.eproc2.bihar.gov.in)
7.	Date & Time for Pre- Bid Meeting	As per NIT (At Bhagalpur Smart City Limited Office)
8.	Date & Time for opening of Technical Bid	As per NIT (At Bhagalpur Smart City Limited Office)
9.	Last Date and Time of submitting Hard Copy (Original Affidavit, Original EMD, if Bank Guarantee is attached etc).	As per NIT (At Bhagalpur Smart City Limited Office)
10.	Date & Time for opening of Financial Bid	After approval of Technical Bid and verification of Payment. Date and Time for opening of Financial Bid will be communicated to successful bidder through website www.eproc2.bihar.gov.in and www.smartcitybhagalpur.org
11.	Bid Validity Period	120 Days

- Detailed descriptions of the item and instructions for submitting offer can be downloaded from e-tender website (<http://www.eproc2.bihar.gov.in>)
- For support related to e-tendering process, bidders may contact at "eproc 2.0 Help Desk Address: mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S- Shastri Nagar Patna 800014, Bihar, Toll Free Number: 1800 572 6571 <https://www.eproc2.bihar.gov.in>. or may visit
- Bidder should be registered on e-Procurement portal (www.eproc2.bihar.gov.in) and have the Class III Digital Signature Certificate (DSC) with signing+ Encryption and User id of the e-Procurement website (<https://www.eproc2.bihar.gov.in>) before participating in the e-Tendering process.
- Managing Director cum CEO, Bhagalpur Smart City Limited reserves the right to reject or cancel the tender or any part thereof without assigning any reasons thereof.
- In case of any dispute regarding this tender jurisdiction of Bhagalpur shall be mandatory.
- Corrigendum/Addendum, if any, will be published on the website of e- procurement <https://www.eproc2.bihar.gov.in>.

General Condition of Contract

1. Bhagalpur Smart City Limited, Bhagalpur in the state of Bihar, intends to select a single agency for Operation and Maintenance of vending kiosks under project Street Vending Zone implemented under Smart City Mission for a period of 3 years and invites bids from eligible legal entities in providing the services of as mentioned in the tender document.
2. Bhagalpur Smart City Limited, Bhagalpur will have the sole authority, for publication of the tender document(s) with detailed terms of reference, bid (s) submission, technical and financial evaluation of bids received and final selection of the operation and maintenance agency for providing their service.
3. While participating in tender process, the bidder shall have to get themselves registered to get user ID, Password and digital signature. This enable will them to access the website
<https://www.eproc2.bihar.gov.in>.
4. In the unlikely event of the server for www.eproc2.bihar.gov.in being down for more than two consecutive hours (in the period from midnight to closing time for receipt of tenders) on the last date of receiving of bid, the last date of the same shall be extended by concerned authority only to the next working day till the last receiving time stipulated in the original NIT.
5. The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded. If they feel that the complete file is not uploaded then they should click on cancel & update the same before submission. The bidders should satisfy themselves of download ability/visibility of the scanned & uploaded file by them.
6. The bidders must use MS Office- 2003 version. File size should be less than 50MB and should be in M.S. word, M.S. Excel, PDF and JPEG Formats.
7. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last hour's technical snags.
8. It is mandatory that bid processing fee and cost of Tender document for tender (non-refundable) must be paid through online mode/internet payment gateway (credit/debit card), Net Banking NEFT/RTGs on www.eproc2.bihar.gov.in
9. It is mandatory that Earnest Money (EMD) as indicated in Sr. 17 of General Condition of Contract for tender must be paid through online mode/internet payment gateway (credit/debit card), Net Banking or through Bank Guarantee on www.eproc2.bihar.gov.in.
10. Before preparing the tender and submitting the same to Bhagalpur Smart City Limited, the bidder should have read and examine all the terms & conditions mentioned in the tender documents and bidders are advise to do their own survey of the vending kiosk locations as mentioned in the table below:

Sr. No.	Location	Number of Kiosk
1	Near Mayaganj Hospital	26
2	Infront of Lajpat Park	16
3	Near Mokshda School	17

Total

59

11. All vending kiosks has been allotted to the registered vendors. The details of allottee are being delineated below:

A. Near Mayaganj Hospital:

Sr. No.	Kiosk No.	Name of Allottee	Vendor Registration No.	Date of Allotment
1	1	Smt. Veena Devi	BHAG99967	14-12-2023
2	2	Smt. Devki Devi	BHAG99796	14-12-2023
3	3	Shri Gaurav Kumar	BHAG99752	14-12-2023
4	4	Smt. Kavita Devi	BHAG100430	14-12-2023
5	5	Shri Subodh Kumar	BHAG100504	14-12-2023
6	6	Shri Vijay Shah	BHAG99986	14-12-2023
7	7	Shri Birbal Kumar Shah	BHAG99627	14-12-2023
8	8	Shri Jitendra Das	BHAG100308	14-12-2023
9	9	Smt. Reeta Devi	BHAG254656	14-12-2023
10	10	Shri Niranjana Yadav	BHAG100270	14-12-2023
11	11	Shri Pradeep Yadav	BHAG100281	14-12-2023
12	12	Smt. Parwati Devi	BHAG100249	14-12-2023
13	13	Shri Arun Kumar Singh	BHAG265500	14-12-2023
14	14	Shri Anil Mandal	BHAG99642	14-12-2023
15	15	Shri Shyam Shah	BHAG99619	14-12-2023
16	16	Shri Rajkumar Shah	BHAG262767	14-12-2023
17	17	Shri Rajkumar Shah	BHAG99822	14-12-2023
18	18	Shri Lakshman Paswan	BHAG100467	14-12-2023
19	19	Shri Raushan Kumar	BHAG100295	14-12-2023
20	20	Shri Manoj Kumar Mandal	BHAG99668	14-12-2023
21	21	Md. Wyas Khan	BHAG100399	14-12-2023
22	22	Smt. Sunita Devi	BHAG99614	14-12-2023
23	23	Smt. Savitri Devi	BHAG99738	14-12-2023
24	24	Shri Arvind Kumar Shah	BHAG99805	14-12-2023
25	25	Shri Sanjay Kumar	BHAG100355	14-12-2023
26	26	Smt. Meera Devi	BHAG99993	14-12-2023

B. Infront of Lajpat Park:

Sr. No.	Kiosk No.	Name of Allottee	Vendor Registration No.	Date of Allotment
1	1	Smt. Anita Bharti	BHAG229188	14-12-2023
2	2	Shri Bharat Gupta	BHAG265972	14-12-2023
3	3	Shri Rahul Kumar	BHAG188409	14-12-2023
4	4	Shri Vikash Kumar	BHAG234895	14-12-2023
5	13	Shri Praween Kumar Mitra	BHAG270840	31-07-2024
6	14	Shri Rajendra Gupta	BHAG273687	31-07-2024
7	15	Shri Amar Kumar	BHAG270869	31-07-2024
8	16	Shri Ganesh Gupta	BHAG270870	31-07-2024
9	5	Shri Gautam Poddar	BHAG248998	02-01-2025
10	6	Shri Mahadev Kumar Das	BHAG273716	02-01-2025
11	7	Shri Arun Shah	BHAG99759	02-01-2025
12	8	Md. Shahjahan	BHAG165868	02-01-2025
13	9	Shri Vijay Shah	BHAG228711	02-01-2025
14	10	Smt. Meena Devi	BHAG272335	02-01-2025
15	11	Shri Arvind Das	BHAG122559	02-01-2025

Sr. No.	Kiosk No.	Name of Allottee	Vendor Registration No.	Date of Allotment
16	12	Shri Bidhu Shekhar Gupta	BHAG214556	02-01-2025

C. Near Mokshda School:

Sr. No.	Kiosk No.	Name of Allottee	Vendor Registration no.	Date of Allotment
1	1	Shri Abhishek Kumar	BHAG255036	14-12-2023
2	2	Shri Anup Kumar Chaudhary	BHAG156214	14-12-2023
3	3	Shri Ravindra Gupta	BHAG154912	14-12-2023
4	4	Smt. Poonam Mishra	BHAG229522	14-12-2023
5	5	Shri Bimlesh Kumar Roy	BHAG187267	14-12-2023
6	6	Shri Vijay Kumar Tiwari	BHAG187273	14-12-2023
7	7	Shri Pramod Kumar Shah	BHAG126058	14-12-2023
8	8	Shri Krishna Kumar	BHAG126014	14-12-2023
9	9	Shri Durga Das	BHAG229526	24-01-2024
10	10	Shri Govind Kumar	BHAG126701	31-07-2024
11	11	Md. Tajuddin	BHAG120722	31-07-2024
12	12	Smt. Madhuri Devi	BHAG255752	31-07-2024
13	13	Shri Bibhuti Ram	BHAG156338	31-07-2024
14	14	Shri Amar Kumar Gupta	BHAG249003	31-07-2024
15	15	Shri Santosh Kumar	BHAG99647	31-07-2024
16	16	Smt. Rama Devi	BHAG265359	31-07-2024
17	17	Shri Sonu Kumar	BHAG100484	31-07-2024

12. The allotment conditions of the existing allottee of all locations includes the followings:

1. वेंडिंग कियोस्क 'जैसा है वैसी स्थिति में आवंटन किया जायेगा।
2. सुरक्षित जमा राशि 5000/- ₹ का ड्राफ्ट जमा किया गया है, जो वेंडिंग कियोस्क वापस करने पर ब्याजहित वापस किया जायेगा। आवंटन रद्द होने की स्थिति में यह राशि ज़ब्त कर ली जायेगी।
3. वेंडिंग कियोस्क का मासिक भाड़ा 500/₹ होगा जिसे माह पूर्ण होने के उपरान्त एक सप्ताह के अन्दर जमा करना होगा। मासिक भाड़ा समय पर जमा नहीं करने पर 10% दण्ड सूद देय होगा। भाड़ा तीन माह बकाया की स्थिति में बिना किसी सूचना के आवंटन रद्द करने का अधिकार भागलपुर स्मार्ट सिटी लिमिटेड के पास सुरक्षित होगा।
4. वेंडिंग कियोस्क वापस करने पर आवंटन के समय जैसी स्थिति है वैसे में ही वापस करना होगा, अन्यथा क्षतिग्रस्त संरचना के समतुल्य राशि की वसूली की जायेगी।
5. कियोस्क का संचालन आवंटित व्यक्ति द्वारा भौतिक रूप से उपस्थित होकर ही किया जायेगा। प्राधिकार द्वारा जाँच के क्रम में कियोस्क का संचालन अन्य व्यक्ति द्वारा पाये जाने पर आवंटन रद्द कर दी जायेगी।
6. आवेदक को निम्नांकित के लिये शपथ पत्र मूल में देना होगा:-
 - (i) आवंटी द्वारा जो भी दस्तावेज एवं सूचना उपलब्ध कराई गई है, सत्य है। उपलब्ध कराई गई/दी गई सूचना भविष्य में अगर असत्य, भ्रामक या अवैध पाया जाता है, तो उक्त आवंटन को रद्द कर आवेदक द्वारा जमा की गई सम्पूर्ण राशि को ज़ब्त करते हुए विधि सम्मत कार्रवाई करने के लिए भागलपुर स्मार्ट सिटी लिमिटेड स्वतंत्र होगा।
 - (ii) आवंटी द्वारा आवेदक को वेंडिंग कियोस्क आवंटन के पश्चात् चरित्र प्रमाण पत्र संबंधित थाना से मूल रूप में समर्पित करना होगा।
 - (iii) आवंटी द्वारा प्रतिबंधित उत्पाद का विक्रय नहीं करना होगा। साथ ही वस्तु का विक्रय अंकित मूल्य पर ही किया जायेगा।

- (iv) आवंटी द्वारा कियोस्क के संरचना में कोई बदलाव नहीं किया जायेगा तथा कियोस्क के नजदीक अतिक्रमण नहीं किया जायेगा।
 - (v) आवंटी द्वारा स्वच्छता के संबंध में नगर निगम के लागू प्रावधानों का अनुपालन किया जायेगा।
 - 7. वेंडिंग कियोस्क का आवंटन तीन वर्ष के लिये किया जायेगा, जिसे आवश्यकतानुसार मासिक भाड़ा में 10% की वृद्धि करते हुए अवधि विस्तार की जायेगी।
 - 8. वेंडिंग कियोस्क पर आवेदक का किसी प्रकार का स्वामित्व नहीं होगा / वे केवल किरायेदार के रूप में होंगे।
 - 9. आवेदकों को विद्युत संबंधिता स्वयं प्राप्त करना होगा एवं आवेदक द्वारा विद्युत बिल का भुगतान अलग से विद्युत विभाग को करना होगा।
 - 10. लाजपत पार्क के सामने स्मार्ट सिटी योजनान्तर्गत निर्मित वेंडिंग कियोस्क का उपयोग मात्र तैयार खाद्य सामग्रियों (Ready to eat items) के विक्रय हेतु होगा।
 - 11. किसी भी प्रकार की विवाद की स्थिति में न्यायाधिक क्षेत्राधिकार भागलपुर होगा।
13. During the Contract Period, the selected Bidders shall collect the rental charges from each allottee in accordance with the rent specified in the respective Allotment Letter. The rental charges shall remain fixed for the initial allotment period of three (3) years from the date of allotment, as specified in Tables 11A, 11B and 11C. Upon completion of the three years from the allotment period of the respective allottee, the rental charges shall be revised, subject to the prior approval of the Authority. Thereafter, the selected Bidder may re-allot the kiosk either to the existing allottee or to a new vendor having vendor registration number, as applicable, in accordance with the terms and conditions of this Agreement. The selected Bidder shall promptly notify the Authority of such re-allotment and furnish the relevant details for its records along with the performance security as intimated to the selected bidder at the time of approval of revise rental charges.
14. The selected bidder shall ensure to comply the allotment conditions from the allottee.
15. The period of contract for Operation and Maintenance of vending kiosks will be for 36 months which may be extended for additional 2 (two) years or more as per mutual consent with increment as mentioned in the payment schedule.
16. Restriction on Participation:
- 1. The Authority has identified multiple locations under this Tender. In order to ensure wider participation and equitable distribution of work, each bidder shall be eligible to submit a bid for only one (01) location.
 - 2. A bidder submitting a bid for any one location shall not submit, either directly or indirectly, a bid for any other location under this Tender.
 - 3. For the purpose of this clause, a bidder shall be deemed to have submitted multiple bids if such bids are submitted:
 - i. in its own name;
 - ii. through its holding company, subsidiary, associate company or group company;
 - iii. through a partnership firm, joint venture or consortium in which it has participation;
 - iv. through entities having common ownership, common management or common controlling interest; or
 - v. through any arrangement intended to circumvent this restriction.
 - 4. If it is found at any stage that a bidder has violated the above restriction, **all bids submitted by such bidder and its related entities shall be rejected**, and the Authority shall be entitled to forfeit the Earnest Money Deposit (EMD), without prejudice to any other rights available under the Tender Conditions.
17. A minimum Reserve Price for 12 months (One Year) for each location are:

Sr. No.	Location	Minimum Reserve Price in Rs.	EMD Amount in Rs.
1	Near Mayaganj Hospital	10,00,000.00	20,000.00
2	Infront of Lajpat Park	3,00,000.00	6,000.00
3	Near Mokshda School	3,10,000.00	6,200.00

Minimum Reserve Price is inclusive of all applicable taxes and GST. Any financial bid quoted below the reserve price for the respective location shall be treated as nonresponsive and the same shall be rejected.

18. Evaluation of Financial Bids

1. Since the locations covered under this Tender differ in terms of commercial potential, footfall, infrastructure, revenue-generating capacity and other site-specific characteristics, each location shall constitute an independent unit for financial evaluation and award.
2. Financial bids shall be opened only for technically qualified bidders for the respective location.
3. The financial bids received for a particular location shall be evaluated only against the bids received for that location and shall not be compared with bids submitted for any other location.

19. Successful bidder (H-1) will deposit a Demand Draft of 10% of agreement amount as a performance security (PS) along with full payment within 15 days from date of LOA issued and for the subsequent years payment expected as per schedule. The quoted amount may be deposited in four instalments with interest @ 10% p.a. The instalment shall be deposited strictly in the first week of the next quarter otherwise penalty of 5% shall be imposed. Performance security will be return to the bidder after completion of contract period and a suitable deduction of any dues and penalty if any.
20. In the event the selected bidder fails to deposit the Performance Security and the contract price within the stipulated period, such failure shall constitute a default, rendering the award liable to cancellation. In such a case, the Earnest Money Deposit (EMD) furnished by the defaulting bidder shall be liable to forfeiture in accordance with the terms of the tender. Thereafter, Bhagalpur Smart City Limited reserves the right to offer the contract to the second highest (H-2) bidder by seeking his willingness to accept the contract price quoted by the highest (H-1) bidder, on the same terms and conditions of the tender. If the H-2 bidder declines such an offer, Bhagalpur Smart City Limited may, at its discretion, extend a similar offer to the H-3 bidder(s) in sequence or take any other action deemed appropriate in accordance with the tender conditions and applicable rules.
21. In the event that the rates quoted by more than one bidder in the tender are found to be identical, the tender shall be finalized through by draw of lottery.
22. Performance security amount of the successful bidder will be forfeited by BSCL and will be utilized for O&M purpose if the selected bidder withdraws in between agreement period.
23. **ELIGIBILITY CRITERIA-** Any Individual/ proprietor/company/firm may participate in tender 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	Contractor/Agency /Firm Registration from Bihar Public works Department. Copy of Certificate of Incorporation in case of Companies.
2	FSSAI certification	Self-certify Copy of FSSAI certificate.
3	The Bidder should have successfully completed one work of facility management (Stocking Office Break Rooms (The Micro-Kitchen) or experience of providing catering service to national or state events/ Managing Vending Machines / Handling Corporate Catering) or Operation & Maintenance of vending kiosk or rent collection services from Bihar Government 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. All the supporting documents should be duly self certified.
4	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. All the supporting documents should be duly self certified.
5	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. All the supporting documents should be duly self certified.
6	The Bidder should not have been blacklisted/ debarred by any State Government /Central Government departments/PSUs/ at the time of submission of bid.	A self-declaration on the Bidder's letter head and also, on Rs 100 affidavit plus Rs 25 Welfare ticket.
7	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.	A self-declaration on the Bidder's letter head and also, on Rs 100 affidavit plus Rs 25 Welfare ticket.
8	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 on the Bidder's letter head and also, on Rs 100 affidavit plus Rs 25 Welfare ticket.
9	Character Certificate	Valid Character Certificate of Individual/ partners/ directors and its authorised person issued from Superintendent of police.
10	GST and PAN	Document related to GST and PAN. All the supporting documents should be duly self

Sr.No.	Details	Documents to be submitted
		certified.

24. The financial bid of only those bidders will be opened who will be found successful in technical bid.
25. Successful bidder will deploy mandatory manpower and perform their duties under the supervision of Authority Concern. Detail of man power as mentioned below in the table:

Detail of Manpower	No. of Kiosk
Sweeper with broom, dustpan and consumables	One for each location

26. If required number of manpower is not found during the daily work routine penalty of Rs. 100.00 (Rs. One hundred) only per day per person per location will be levied to successful bidder.

27. **PAYMENT SCHEDULE OF CONTRACT PRICE**

Years	Amount (₹)	Period
First	Quoted Amount (Say X)	Within 15 days of LOA
Second	$X \times 1.05$	Within 15 days of completion of 1 st Year
Third	$X \times 1.05 \times 1.05$	Within 15 days of completion of 2 nd Year
If agreement period extended further, the above formula will apply subsequently i.e., 5% increment in the preceding year's amount.		

28. In exceptional circumstances, the competent authority may solicit the Bidder's consent to an extension of the period of validity.
29. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
30. Upon expiry of the allotment period of the existing allottees and subject to the approval of the Authority, the selected bidder shall be permitted to undertake the following activities for the overall improvement, efficient management, and enhanced public utility of the vending kiosk area:
31. The selected bidder may combine two or more adjoining kiosk spaces, wherever feasible, for developing improved, modern and state-of-the-art facilities, provided that such reconfiguration does not adversely affect the rights of any existing allottee during the subsistence of their allotment.
32. The selected bidders may reorganize and allot kiosk spaces to new vendors in a planned and systematic manner by grouping similar categories of food vendors together, such as:
- South Indian food vendors in one designated zone;
 - North Indian food vendors in another designated zone;
 - Fruit, flower, and similar vendors in a separate designated zone; or
 - Any other scientifically planned zoning arrangement considered appropriate and approved by the Authority.
33. The selected bidders shall ensure that kiosks are used exclusively for the sale of permissible food items. No kiosk shall be operated or allotted for any purpose other than the permitted activities specified by the Authority.
34. The selected bidder may, at its own cost, develop aesthetically designed enclosures, fencing around the kiosks using lightweight, visually appealing and durable materials after approval from Authority. Construction of conventional brick masonry or reinforced concrete walls shall not be permitted.

35. The selected bidder may organize cultural, entertainment, promotional, or community engagement activities, including live music performances, food festivals, seasonal events and similar programmes, with the prior approval of the Authority, for the purpose of enhancing visitor experience and increasing public footfall, provided that such activities comply with all applicable laws, safety regulations and noise pollution norms.
36. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given for respective tenders in e-Procurement website (www.eproc2.bihar.gov.in) at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate/documents in the e-Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.
37. The successful bidder shall be liable for any mishappening, circumstances, incidents and any safety-related issues. BSCL will not be responsible in such cases.
38. Upon completion of the agreement period, the selected bidder must hand over the components to BSCL/authority in their original shape, size and condition.
39. If the contractor's work is found to be unsatisfactory or if any unlawful activity is detected, the BSCL/Authority shall have the full right to terminate the contract at any time by giving one month's notice.
40. Arbitration and Conciliation Act, 1996 will be followed in case of dispute with venue, Bhagalpur, Bihar.

Chief Executive Officer,
Bhagalpur Smart City Limited.

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 Selection of Aggregator / Agency for Operation & Maintenance & comprehensive management services of 59 Vending Kiosks developed under Smart City Mission in Bhagalpur for three years on Yearly Fee Basis.

We hereby propose to provide services for Operation & Maintenance & comprehensive management services of 59 Vending Kiosks developed under Smart City Mission in Bhagalpur for three years on Yearly Fee Basis as outlined in your bidding document.

We have understood the instructions and the terms and conditions mentioned in the Bid 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 Bid Documents. Our proposal shall remain valid for acceptance for four months from the last date of submission of the offer. We confirm that the prices quoted by us in the "Financial Bid" are firm and shall not be subject to any variation for the entire period of the contract. We further confirm that any deviation to the clauses found anywhere in our Bid 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: FORMAT FOR SUBMISSION OF EXPERIENCE

Details of their experience:

Sr. No	Name of Assignment	Client	Agreement No/ Work Order No	Scope In Brief
1				
2				
3				

Yours truly,

Signature

Name Designation

Stamp Place:

FORM 3: FORMAT FOR SUBMISSION OF FINANCIAL CAPABILITY OF THE BIDDER

Bidder	----- (Name of Bidder)				
F.Y.	2022-23	2023-24	2024-25	Total	Average
Annual Turnover					
Net Profit					
Net worth					

Certificate from the Chartered 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:

(Signature, name and designation of the authorized signatory)

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.

O & M comprehensive management services of Vending Kiosks developed under Smart City Mission in Bhagalpur

FORM 4: FORMAT FOR SUBMISSION OF THE FINANCIAL BID

Location	Name of work	% above from minimum reserve price
.....	Provide services for Operation & Maintenance & comprehensive management services of Vending Kiosks for one year inclusive all taxes.	 % (in figure) Percentage in words.....

Date:

Signature of Authorized Persons

Stamp Place:

Full Name:

FORM 4: 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/ the Lead Member of our Consortium and holding the position of], 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 favor 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 5: AGREEMENT FORMAT

(On Stamp Paper)

AGREEMENT NUMBER: (To be filled by Authority)

Name of Work: To provide services for Operation & Maintenance & comprehensive management services of 59 Vending Kiosks developed under Smart City Mission in Bhagalpur for three years 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 "**Aggregator/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 To provide services for Operation & Maintenance & comprehensive management services of 59 Vending Kiosks developed under Smart City Mission in Bhagalpur for three years to "Aggregator/Contractor" in accordance with the terms and conditions set forth in this agreement.

The "Authority" accordingly invited Request for Proposals ("RFP") vide E-Tender NIT No. dated from the eligible bidders as per terms and conditions prescribed in the "RFP" 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

O & M comprehensive management services of Vending Kiosks developed under Smart City Mission in Bhagalpur

- c) Bid document of M/s submitted on website <http://www.eproc2.bihar.gov.in>
- d) NIT No: dated ;
- e) RFP
- f) Any other reference documents mentioned in the RFP.

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.

Page No. to be filled by the bidder

Bhagalpur Smart City Limited

Checklist

Sr. No.	Particulars	Requirement	Page No.
Part-A: Basic Bid Verification			
1	Name of Bidder	As per Bid	
2	Location Applied For	One location only	
3	Bid Processing Fee Paid	Yes/No	
4	Tender Fee Paid (Rs. 5000)	Yes/No	
5	EMD Submitted (Rs. 20,000 for Mayaganj, Rs. 6000 for Lajpat park and Rs. 6200 for Mokshda School)	Yes/No	
6	Power of Attorney/Authorization	Yes/No	
7	Bid Validity Accepted	120 Days	
8	Bid signed and stamped	Yes/No	
Part-B: Eligibility Criteria Evaluation			
9	Registration with Bihar PWD/PHED/RCD/BCD/Bihar Tourism/Shop & Establishment /Company Registration	Registration Certificate	
10	FSSAI Registration	Valid FSSAI Certificate	
11	Experience of Facility Management / Catering of national state events / Vending Machines / O&M of Vending Kiosk / Rent Collection from Bihar Government	Work Order & Completion/Agreement	
12	Positive Net Worth	CA Certificate/Audited Accounts	
13	Average Annual Turnover $\geq$ ₹25 Lakhs	Audited Accounts/CA Certificate	
14	Not Blacklisted	Affidavit	
15	No Director/Employee/Relative of BSCL controlling bidder	Affidavit	
16	No Vigilance/Criminal Proceedings	Affidavit	
17	Character Certificate	Valid Certificate	
18	GST Registration	GST Certificate	
19	PAN	PAN Copy	
Part-C: Restriction on Participation			
20	Bid submitted for only one location	Yes/No	
21	No common ownership/group company participation	Yes/No	
22	No common Director/Partner /Controlling Interest	Yes/No	
23	No indirect participation through sister concern/consortium	Yes/No	