

Notice inviting Tender of Selection of Agency for Supply, Installation, Commissioning and Maintenance of 50 Mbps Internet leased line Including Supply of required hardware Router/Modems/Converters/fibre/Mux etc. at the switch board of at RERA, Bihar

**Real Estate Regulatory Authority (RERA), Bihar
6th Floor, Bihar State Building Construction Corporation Limited Complex,
Shastri Nagar, Patna-800023**

RERA/I.Net/20-21/121/62

Date:- 28-08-2020

1. RERA, Bihar invites bids from reputed Internet Service Providers (ISPs) for Supply, Installation, Commissioning and Maintenance of 50 Mbps (1:1) uncompressed & unshared Internet lease line (dedicated internet access) at RERA, Bihar.
2. The successful bidder will be appointed for three year which can be extended to another one year through mutual consent, provided the requirement of the RERA for such services persists at that time.

Sl. No	Eligibility Criteria
1.	The bidder should be registered under Companies Act, 1956 or a partnership firm or registered under LLP Act, 2008 and should have been operating for the last three years as of 31 st may 2020.
2.	Annual Sales Turnover generated from services of providing dedicated internet bandwidth during each of any two Financial Years out of F.Ys (2019-20, 2018-19, 2017-18), should be at least Rs. 25 Lakhs.
3.	The bidder should be in the business of providing Internet Services and should have a valid Category- Class-A or Class-B, ISP license from Govt. of India. Licenses should be valid for at least 3 years from the date of Bidding.
4.	The bidder should have provided 50 Mbps or more of Internet Lease Line (Uncompressed (1:1) internet bandwidth to minimum 3 clients in Patna area.
5.	The bidder should have a fully functional Customer Service Centre (s), which is fully operational 24x7x365 days.

3. Interested bidders may download the complete Request for Proposal (RFP) Document, from tenders section of the website www.rerabihar.gov.in free of cost.
4. Interested party should visit the site for proper assessment of work before submitting the bid
5. Agency will be selected under Least Cost Selection Method and procedures describe in the RFP.
6. Pre-Bid meeting will be held on 01/09/2020 at 12:30 PM in the meeting hall of RERA Bihar situated at 6th floor, BSBCCL, Patna
7. Bidders are required to submit Refundable EMD of Rs. 25,000/- in the form of Demand Draft drawn in favour RERA Bihar payable at Patna. No Proposals will be accepted without EMD.
8. Sealed Completed Proposals which include technical and financial in separate sealed envelope will be received at the address mentioned below on any working day up to 03:00 PM and Technical Proposal of Bids shall be opened on the same day at 04:00 PM On 14/09/2020 at Meeting Hall of RERA Bihar, 6th Floor, BSBCCL, Shashtri Nagar, Patna-800023, Bihar.
9. The Secretary, RERA Bihar reserves the right to accept or reject any or all proposals without incurring any obligation to inform the affected applicant/s of the grounds.

Secretary
RERA, Bihar

**RFP for Selection of Agency for Supply,
Installation, Commissioning and Maintenance of
50 Mbps Internet leased line including Supply of
required hardware Router/ Modems/
Converters/ fibre/Mux etc. At the switch board
of at RERA, Bihar**

RFP Reference No: RERA/I.Net/20-21/121/62

Real Estate Regulatory Authority, Bihar, Patna
6th Floor, Bihar State Building Construction Corporation
Campus Hospital Road, Shastri Nagar, Patna – 800023
Phone: 0612-2291014/2291015

Glossary of Terms

The definitions of various terms that have been used in this RFP are as follows:

1. **“Request for Proposal (RFP)/ Tender”** means this RFP or issued during the course of the selection of bidder, seeking a set of solution(s), services(s), materials and/or any combination of them.
2. **“Contract / Agreement / Contract Agreement”** means the Agreement to be signed between the successful bidder and Buyer including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
3. **“Bidder”** means the parties who will be offering the solution(s), service(s) and /or materials as required in the RFP. The word Bidder when used in the pre- award period shall be synonymous with parties bidding against this RFP, and when used after award of the Contract shall mean the successful bidder with whom the department signs the agreement for rendering of services for implementation of this project.
4. **“Proposal / Bid”** means the Technical and Commercial bids submitted for this project against this RFP.
5. **“Requirements”** shall mean and include all the documents prepared by the department for the Project, scope, Service Level Agreement, schedules, details, description, statements of technical data, performance characteristics and standards (Indian & International) as applicable and specified in the RFP.
6. **“The Vendor”** or **“Successful Bidder”** means the Services Provider whose bid has been accepted by the department and with whom the order has been placed as per requirements and terms and conditions specified in this tender/contract and shall be deemed to include the SP's successors, representatives (approved by the department), heirs, executors, administrators and permitted assigns, as the case may be, unless excluded by the terms of the contract.
7. **“RERA”** means **Real Estate Regulatory Authority, Bihar.**

1. Invitation for Bids

1. Invitation for Bids

1. RERA, Bihar Patna invites bids from reputed Internet Service Providers (ISPs) for Supply, Installation, Commissioning and Maintenance of 50 Mbps (1:1) Uncompressed & unshared Internet Lease line (dedicated internet access) including Supply of required hardware Router/Modems/converters/fibre/Mux etc. At the switch board of at RERA, Bihar Patna.
2. The successful bidder will be appointed for three year which can be extended to another one year through mutual consent, provided the requirement of the RERA Bihar for such services persists at that time. However, RERA, Bihar Patna has the right to review the contract at regular intervals on the basis of satisfactory performance in the previous period. RERA, Bihar Patna Bihar may also call for revised technical/financial bid, from the technically qualified bidders, any time after one year if deemed necessary.
3. The contract may be curtailed/ terminated before the contract period, owing to deficiency in service or substandard quality of work by the selected Bidder or because of change in the RERA's requirements etc. as may be specified in the contract to be signed between the parties. The RERA, however, reserves right to terminate this initial contract at any time without giving any notice to the selected bidder.
4. Secretary, RERA reserves the right to withdraw / relax any of the terms and condition mentioned in the RFP, so as to overcome the problem encountered at a later stage for the smooth and timely execution of this work.
5. Bidder is advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.
6. The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of RERA. Each Party must conduct its own analysis of the information contained in this RFP, any subsequent clarification/amendment etc. to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed RERA requirements.
7. RERA shall not be responsible for any direct or indirect loss or damage arising out of or for use of any content of the RFP in any manner whatsoever.
8. RERA shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of RERA in selecting the agency who qualifies through this RFP shall be final and RERA reserves the right to reject any or all the bids without assigning any reason thereof. RERA further reserves the right to negotiate with the selected agency to enhance the value through this project and to create a more amicable environment for the smooth execution of the project.

9. RERA may terminate the RFP process at any time without assigning any reason and upon such termination RERA shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

1.1. Bidding Schedule

The summary of various activities with regard to this invitation of bids are listed in the table below: -

S No	Items	Description
1.	RFP Reference No.	RERA/I.Net/20-21/121/62
2.	Name of the Project	RFP for Selection of agency for Supply, Installation, Commissioning and Maintenance of 50 Mbps Internet leased line including Supply of required hardware Router/ Modems/ converters/ fibre/Mux etc. At the switch board of at RERA, Bihar office Patna.
3.	Last date to send in requests for clarifications	All the queries should be received on or before 31/08/2020 at 5:00 pm, through email only with subject line as follows: "Pre-Bid queries - <Agency's Name>". The queries should be submitted as per the format prescribed in ANNEXURE 6 The Pre-Bid queries to be sent to the Email Id - rerabihar@gmail.com
4.	Address for submission of Proposal:	To, Secretary Real Estate Regulatory Authority, 6th Floor, Bihar State Building Construction Corporation Campus Hospital Road, Shastri Nagar, Patna - 800023

RFP for Selection of agency for Supply, Installation, Commissioning and Maintenance of 50 Mbps Internet leased line including Supply of required hardware Router/Modems/converters/fibre/Mux etc. At the switch board of at RERA, Patna

S No	Items	Description
5.	Date, Time and place of pre-bid meeting	01/09/2020 at 12:30 pm Address, 6th Floor, BSBCCC, Shastri Nagar Hospital Road, Patna- 800023, Bihar
6.	Last date (deadline) for submission of bids	Upto 03:00 pm on 14/09/2020
7.	Date and Time of opening of Technical proposals	14/09/2020 at 04:00 pm, (All bidders or their authorized representative may remain present during opening of technical proposals)
8.	Date Time and Place of opening of Financial Proposals	Will be intimated later to the qualified bidders
9.	Bid Document Fee	Free can be downloaded from RERA website (https://rera.bihar.gov.in)
10.	Earnest Money Deposit (EMD) to be paid (Refundable)	Rs. 25,000/- (Rupees Twenty five Thousand Only)
11.	Bid Validity Period	180 days from the date of submission of Bid
12.	Performance Bank Guarantee / Security Deposit	Performance Bank Guarantee /Security deposit of an amount equal to 5% of the Contract value should be submitted in the form of Demand Draft in favour of " RERA Patna "
<p>Contact Person: The bidders should meet the following officer for any type of queries related to this RFP.</p> <p>Officer: Shri Manoj Kumar Madhukar, IT Manager, RERA, Bihar 6th Floor, BSBCCC, Shastri Nagar Hospital Road, Patna-800023, Bihar Email Id: mk.madhukar@bihar.gov.in ; Phone No: 9334139040</p>		

2. Instructions to Bidder

2 .Instructions to Bidders

2.1. Purpose

RERA seeks the services of reputed, eligible Internet Service Providers (ISP) **for Supply, Installation, Commissioning and Maintenance of 50 Mbps Internet leased line (Dedicated Internet Access over Fibre Optics)** including Supply of required hardware Router/Modems/converters/fibre/Mux etc. At the switch board of at **RERA, Bihar, Patna** for the period of three years. This document provides information to enable the bidders to understand the broad requirements to submit their bids. The detailed scope of work is provided in [Section 3](#).

RERA reserves the right to ask the successful bidder to provide a secondary Internet lease line of 50 Mbps at the same rate (L1) if RERA feels that primary line is not sufficient for the no. of users in the department and also to work as a backup option, if primary ILL goes down.

2.2. Consortium and Subcontracting Conditions

Consortium and Subcontracting are not allowed for this RFP

2.3. Completeness of Response

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's risk and may result in rejection of its Proposal and forfeiture of the Bid EMD.

2.4. Proposal Preparation Costs

1. The bidder shall submit the bid at its cost and RERA shall not be held responsible for any cost incurred by the bidder. Submission of a bid does not entitle the bidder to claim any cost and rights over RERA and RERA shall be at liberty to cancel any or all bids without giving any notice.
2. All materials submitted by the bidder shall be the absolute property of RERA and no copyright /patent etc. related issues shall be entertained by RERA.

2.5. Amendment of RFP Document

1. All the amendments made in the document would be published on the website (<https://rera.bihar.gov.in>) and shall be part of RFP.
2. The Bidders are advised to visit the aforementioned website on regular basis to check for necessary updates. The RERA also reserves the right to amend the dates mentioned in this RFP.

2.6. Supplementary Information to the RFP

If RERA deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

2.7. RERA's right to terminate the process

RERA may terminate the RFP process at any time and without assigning any reason. RERA reserves the right to amend/edit/add/delete any clause of this RFP Document.

2.8. Bid Document Fee

Free can be downloaded from RERA website (<https://rera.bihar.gov.in>)

2.9. Earnest Money Deposit (EMD)

1. Bidders shall submit, EMD of Rs. 25,000/- (Rupees Twenty five Thousand Only) in the form of Demand Draft drawn in favour of “**RERA Bihar**” payable at patna.
2. Unsuccessful Bidder EMD will be returned within 90 days from the date of award of contract. The Bid Security, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee (PBG)/ Security Deposit.
3. No interest will be paid by RERA on the EMD amount and EMD will be refunded to the Successful Bidder without any accrued interest on it
4. The Bid submitted without EMD, mentioned above, will be summarily rejected.
5. The EMD may be forfeited:
 - a. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
 - b. In case of a Successful Bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions.
 - c. If during the bid process, a bidder indulges in any such deliberate act as would jeopardise or unnecessarily delay the process of bid evaluation and finalization.
 - d. If, during the bid process, any information is found false/fraudulent/mala fide, and then RERA shall reject the bid and, if necessary, initiate action.
6. The decision of the RERA regarding forfeiture of the EMD shall be final and binding upon bidders.

2.10. Authentication of Bid

1. Authorized person of the bidder who signs the bid shall obtain the authority letter from the bidder, which shall be submitted with the Bid. All pages of the RFP, proposal and annexures, etc. shall be signed and stamped by the person or persons signing the bid.
2. **Power of Attorney** executed by the Bidder in favour of the duly authorised representative, certifying him as an authorised signatory for the purpose of this bid.

2.11. Language of Bids

This bid should be submitted in English language only. If any supporting documents submitted are in any language other than English, then the translation of the same in English language is to be duly attested by the bidder and submitted with the bid, and English translation shall be validated at RERA discretion.

2.12. Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal. Bids with deviation from this format are liable for rejection.

2.13. Bid Submission Instructions

1. Complete bidding process will be two Envelopes system. Submission of bids shall be in accordance to the instructions given in the Table below:

Particulars	Instructions
Envelope A: Technical Proposal	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and the formats are prescribed in Section 5.1 (Annexures) of this RFP.
Envelope B: Financial Proposal	The Financial Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in Section 5.2.2 of the RFP.

2. The envelopes containing Technical Proposal (Envelope-A), Financial Proposal (Envelope-B), EMD, Bid Document Fee shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number be clearly marked "**DO NOT OPEN, BEFORE [insert the time and date of the opening indicated in the RFP]**". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection.
3. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

Note: Each page of both the Proposals should be signed and stamped by the Authorized Signatory of the Bidder. The authorization shall be in the form of a written power of attorney accompanying the proposal in the format prescribed in this RFP.

1. The following points shall be kept in mind for submission of bids;

- a. RERA shall not accept delivery of proposal in any manner other than that specified in this RFP. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.
- b. The Bidder is expected to price all the items and services sought in the RFP and proposed in the proposal. The Bid should be comprehensive and inclusive of all the

services to be provided by the Bidder as per the scope of his work and must cover the entire Contract Period.

- c. RERA may seek clarifications from the Bidder on the proposal. Any of the clarifications by the Bidder on the proposal should not have any commercial implications. The Financial Proposal submitted by the Bidder should be inclusive of all the items in the proposal and should incorporate all the clarifications provided by the Bidder on the proposal during the evaluation of the technical offer.
- d. Financial Proposal shall not contain any technical information.
- e. If any Bidder does not qualify the Technical criteria stated in [Section 2.20](#) of this RFP, the Financial Proposals of the Bidder shall not be opened.
- f. It is required that the all the proposals submitted in response to this RFP should be unconditional in all respects, failing which RERA reserves the right to reject the proposal.
- g. Proposals sent by fax/ post/ courier shall be rejected.

2.14. Late Proposal and Proposal Validity Period

Proposals received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall not be opened. The validity of the proposals submitted before deadline shall be till 180 days from the date of submission of the proposal.

2.15. Modification and Withdrawal of Proposals

No Proposal shall be withdrawn in the interval between the deadline for submission of proposals and the expiration of the validity period specified by the Bidder on the Proposal form. Entire EMD shall be forfeited if any of the Bidders withdraw their proposal during the validity period.

2.16. Non-conforming Proposals

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

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

2.17. Acknowledgement of Understanding of Terms

By submitting a Proposal, each Bidder shall be deemed to acknowledge that he has carefully read all sections of this RFP, including all forms, schedules, annexure, corrigendum and addendums (if any) hereto, and has fully informed itself as to all existing conditions and limitations.

2.18. Bid Opening

1. Total transparency shall be observed and ensured while opening the Proposals/Bids.
2. RERA reserves the rights at all times to postpone or cancel a scheduled Bid opening.
3. Bid opening shall be conducted in two stages.
 - i. In the first stage, Technical proposals shall be opened and evaluated as per the criteria mentioned in [Section 2.20](#) of the RFP. Financial Proposals of bidders who pass the Technical criteria shall be opened.
 - ii. In the second stage, Financial Proposal of those Bidders, whose Technical Proposals qualify, shall be opened. All Bids shall be opened in the presence of Bidder's representatives who choose to attend the Bid opening sessions on the specified date, time and address.
4. The Bidder's representatives who are present shall sign an attendance sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday, the bids shall be opened at the same time and location on the next working day. In addition to that, if there representative of the Bidder remains absent, RERA will continue process and open the bids of the all bidders.
5. During Bid opening, preliminary scrutiny of the Bid documents shall be made to determine whether they are complete, whether required Bid Security has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements shall be prima facie rejected. RERA has the right to reject the bid after due diligence is done.

2.19. Evaluation Process

1. Tender Evaluation Committee (hereinafter referred to as "TEC") formed by RERA shall evaluate the bids.
2. TEC shall review the Technical proposal of the Bidders to determine whether the requirements as mentioned in [Section 2.20](#) of the RFP are met. Incomplete or partial Proposals are liable for disqualification, but TEC reserves the right to seek clarification, missing or clarification on incomplete responses if required. All those Bidders, whose Technical Proposal meets the requirements shall be selected for opening of the financial proposal.
3. The Financial Proposals of the Technical Qualified bidders shall be opened and reviewed to determine whether the Financial Proposals are complete and as per requirements.

4. TEC may seek inputs from their professional, external experts in the Bid evaluation process.
5. Evaluation and award of Contract shall be done as per provisions of Bihar State Government Rules.

2.20. Technical criteria

S No	Eligibility Criteria	Document to be submitted
TQ1	The bidder should be registered under Companies Act, 1956 or a partnership firm or registered under LLP Act, 2008 and should have been operating for the last three years as of 31 st May 2020.	Certificate of Incorporation and Registration Certificate
TQ2	Annual Sales Turnover generated from services of providing dedicated internet bandwidth during each of any Two financial years out of F.Ys (2019-20, 2018-19, 2017- 18), should be at least Rs. 25 Lakhs.	Copy of Audited Balance Sheet and P&L Statement AND Certificate from Statutory auditor clearly stating the sales turnover from services of providing dedicated internet band width
TQ3	The bidder should be in the business of providing Internet Services and should have a valid Category- Class-A or Class-B, ISP license from Govt. of India. Licenses should be valid for at least 3 years from the date of Bidding.	Copy of valid license
TQ4	The bidder should have provided 50 Mbps or more of Internet Lease Line (Uncompressed (1:1) premium internet bandwidth to minimum 3 clients in Patna area.	Copy of work Order and Certificate from client regarding satisfactory commissioning and working OR Self-certification signed by the Authorized Signatory of the Bidder for satisfactory commissioning and Functioning.
TQ5	The bidder should have a fully functional Customer Service Centre(s), which is fully operational 24x7x365 days.	Self-Certification on the letter head signed by the Authorized Signatory of the Bidder

S No	Eligibility Criteria	Document to be submitted
TQ6	The Bidder should not be banned from participating in any of the Tenders by Government of Bihar / Any State Government / Government of India as on date of submission of the Bid. Also, the bidder shall not be under a Declaration of ineligibility for corrupt or fraudulent practices with any of the Government or Public Sector Undertaking (PSU) units.	A self-certified letter on the letter head of the company signed by the Authorized Signatory of the Bidder.

2.21. Evaluation of Technical Proposals

1. Bidders, whose EMD and Bid Document Fee are found in order, shall be considered for Technical criteria evaluation.
2. Bidder shall be evaluated as per Technical criteria mentioned at [Section 2.20](#). The bidders who fulfil all the Technical criteria shall qualify for further financial evaluation.
3. RERA reserves the right to do a reference check of the past experience stated by the Bidder. Any feedback received during the reference check shall be taken into account during the evaluation process.

2.22. Financial Proposal Evaluation

1. The financial proposal of only Technical qualified Bidders shall be opened for the evaluation.
2. **Least Cost Selection** Method shall be followed for financial bid evaluation.
3. Of all the financial proposal opened, the Bidder whose financial proposal is lowest (hereby referred to as L1 Bidder) shall be considered eligible for negotiations and award of contract after the negotiations.
4. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.

2.23. Award Criteria

- a) The work shall be awarded to the bidder who's Commercial Offer shall be determined to be L1, the lowest evaluated valid offer.
- b) However, the Secretary, RERA reserves the right to further negotiate the prices quoted by the L1 bidder.

- c) If there is more than one bidder having the lowest offer, RERA reserves the right to select the Bidder(s) and that will be binding on all bidders.

2.24. Tenure of Contract

The contract will be valid for three years with effect from the date of award of the contract, which can be extendable further up to another 1 year on the same rates, terms & conditions subject to satisfactory services by the Service Provider. However, final decision shall rest with the RERA only.

2.25. RERA's Right to accept any Bid and to reject any or All Bids

RERA reserves the right to accept or reject any Bid, and to annul the bidding process and reject any or all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for RERA's action.

2.26. Letter of Intent

Prior to the expiration of the period of bid validity, RERA will notify the Successful Bidder in writing or by fax or email, to be confirmed in writing by letter, that its bid has been accepted. The Letter of Intent will constitute the formation of the contract. Upon the Successful Bidder's furnishing of Performance Security, RERA will promptly notify each unsuccessful bidder.

2.27. Signing of Contract

RERA shall notify the Successful Bidder that its bid has been accepted. The Successful Bidder shall enter into contract agreement for the period of 3 Years with RERA within the time frame mentioned in the Letter of Intent to be issued to the Successful Bidder by RERA.

2.28. Failure to agree with the Terms & Conditions of the RFP / Contract

Failure of the Successful Bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the award, in which event RERA may invite the next best bidder for negotiations or may call for fresh RFP.

2.29. Performance Bank Guarantee / Security Deposit

1. The Successful Bidder shall at his own expense submit with RERA within 5 (Five) working days of the date of letter of acceptance or prior to signing of the contract whichever is earlier, PBG/Security Deposit in the form a Demand Draft (DD) drawn in favour of "RERA Bihar" from Nationalized or Scheduled Bank, payable at Patna, for the due performance and fulfilment of the contract by the bidder.
2. The PBG/Security Deposit shall be denominated in the currency of the contract and shall be in the form of Demand Draft.

3. The PBG/Security Deposit will be in the form of a DD for an amount equal to 5% of the Contract value. All charges whatsoever such as premium; commission etc. with respect to the PBG/Security Deposit shall be borne by the bidder.
4. The PBG/Security deposit shall be valid until the end of six months after the completion of the contract (i.e. three years) with successful bidder. After the completion of period security deposit amount will be refunded after deduction of penal amount, if any.
5. In the event of the Bidder being unable to service the contract for whatever reason RERA would forfeit PBG/security deposit. Notwithstanding and without prejudice to any rights whatsoever of RERA under the contract in the matter, the proceeds of the PBG shall be payable to RERA as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. RERA shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.
6. RERA shall also be entitled to make recoveries from the bidder's bills, PBG/Security Deposit, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

3. Scope of Work

3. Scope of Work

3.1. Project Objective and Scope

The objective of this project is for Supplying, Installing, and Commissioning and Maintenance of Internet lease line connectivity including Supply of required hardware Router/Modems/converters/fibre/Mux etc. at the switch board in RERA, Bihar for three years subject to yearly review. If during the review, the performance of the selected bidder is not found satisfactory then RERA at its discretion may terminate the contract.

The bidder should analyse the Internet and connectivity requirement and discuss the same with RERA. Subsequently, the bidder needs to submit the detailed installation and commissioning plan of the Internet. Following is the minimum scope but not limited to.

1. The successful bidder should provide primary 50 Mbps (1:1) Uncompressed & unshared Internet Lease line (dedicated internet access) connectivity at the RERA, Patna from his own POP and successful bidder shall be responsible for keeping the uptime as per defined SLA.
2. RERA shall provide the space and power supply for Internet connectivity. Any other equipment including Routers/Modems/Converters/ fiber/Mux etc. which is required to commission the Internet shall be the responsibility of the bidder.
3. The successful bidder should provide necessary hardware and software required for the establishment of fully functional leased line at RERA. The successful bidder should make necessary provisions and installation of all the required hardware/equipment for establishing the connectivity at RERA, Patna.
4. The successful bidder should configure the Hardware (Modems/Router/Switch) etc.
5. The bidder must provide entire connectivity up to the switch level.
6. The successful bidder must provide at least 6 (Six) public IP address of IPv4 and 6 Public IP addresses of IPv6 pool.
7. The successful bidder must provide Whitelist Public IP address pool.
8. The successful bidder should provide complete set-up of documentations giving details of the network diagrams, Complete Technical Solution including lay-out, design and architecture of the network.
9. The bidder should provide IP addressing schema, IP addresses, Passwords & Security Settings, configuration details.
10. Configuration of access through the required client interface for designated RERA staff in bidder portal. So that the staff can check the status of call requests, link availability, link performance, etc.
11. The successful bidder must provide 24 x 7 support centre with toll free call facility.
12. Providing necessary reports about service performance to RERA on a monthly basis as desired by RERA.
13. Any supplies and services which might not have been specifically mentioned in this RFP but are necessary for the installation, testing, commissioning, performance or completeness of the order shall be provided / made available as per the time schedule for smooth and efficient operation and maintenance of the system.

14. The Bidder (ISP) must be capable of delivering the latest version of internet protocol i.e. IPv6 as per the guidelines of govt. of India, as and when required.
15. The successful bidder will be responsible for obtaining necessary permissions for any earth work needed. RERA will only provide necessary letters of the requirement.
16. The termination should be on Ethernet and should be compatible with RERA perimeter UTM device. The successful bidder will be responsible for their compatibility with firewall/central switch.
17. The successful bidder should do necessary preventive maintenance once a quarter for upkeep of the Systems and ensure its smooth running.
18. All the POPs from where the ILL bandwidth is provided to IT division of RERA should have redundancy of equipment's, links, power, backhaul connectivity etc. Service provider needs to confirm it in writing.
- 19. The work will also include connection Of 24 computers with RJ-45 cable to routers switch and LAN management switch for 24 ports (wired) hence its cost should also be included in lump sum price in final proposal.**

3.2. Completeness of Installation & Commissioning

The installation and commissioning will be deemed as incomplete if any component of the hardware software etc. or any documentation is not delivered or is delivered but not installed and/or not operational or not acceptable to RERA after acceptance testing/examination. Also, the bidder shall have to supply all necessary accessories along with the supplied goods, appropriate licenses, device drivers, data sheets and documentation which may be required, whether mentioned or not mentioned in the RFP scope, for successful acceptance of the quoted equipment to RERA, Bihar.

3.3. Project Timelines:

1. The Successful Bidder should adhere to following timelines:

Sr. No	Service / Deliverables	Activity/Task	Timeline
1	Provide primary 50 Mbps (1:1) Uncompressed & unshared Internet Lease line (dedicated internet access) connectivity at the RERA, Patna from his own POP. Including Supply of required hardware Router/Modems/converters/fibre/Mux etc. At the switch board of RERA Bihar office situated in the BSNL (TE) Building Patel Nagar behind energy park, Patna.	Complete Supply, Installation and Commissioning of Internet leased line.	T+15 days T = Date of Award of Contract

- Each deliverable shall be deemed to complete only after proper due diligence and acceptance by RERA.
- There will be a penalty of Rs. 500 per day for delay in case the Complete Supply, Installation and Commissioning of Internet leased line at RERA is not completed within 30 days after award of work.
- Penalty charges shall be limited to the 10% of contract value. However, RERA has right to terminate and blacklist the bidder on non-performance.

3.4. Service Level Agreement

The successful bidder has to comply with below-mentioned SLAs to ensure adherence to quality, security and availability of service. The bidder should provide adequate tools required to capture the data for SLA verification and will submit the SLA reports on the quarterly basis to RERA. Based on the SLA and MIS shared by the bidder the final penalty would be calculated on quarterly basis. **Table 1: RERA Network Uptime**

S. No.	Service	*Uptime service	Latency (in milliseconds)	Packet Drop
1	Internet lease line	99%	<= 325	<= 0.5%

*Internet uptime will be calculated on quarterly basis with 24 (Hours) X 7 availability.

The Successful Bidder will rectify the faults within 24 hours failing which; the Successful Bidder will arrange temporary arrangement/replacements of hardware. The services shall be provided 24 hours & 7 days in a week.

Table 2: Penalty Calculation for Downtime

S. No.	Downtime (Quarterly Basis)	*Penalty (in average quarterly payment)
1	1 to 2 %	5%
2	2 to 3 %	7%
3	3 to 5%	9%
4	> 5%	10%

*The amendment to the above mentioned components is at the discretion of RERA. The same shall be communicated to bidder in advance as and when it is modified.

3.5. Payment Terms

1. Payment shall be made after necessary due diligence and approval of the Supply, Installing and Commissioning Internet Leased line including Supply of required hardware Router/Modems/converters/fibre/Mux etc. at the switch board at RERA, Bihar as per this RFP scope.
2. Payment towards installation and commissioning charges of leased line shall be made immediately after successful installation subject to testing and verification by Dept. Technical Person.
3. The payment for Internet leased lines connectivity shall be done on quarterly basis at the end of quarter. Payment will be made in equal instalment per quarter.
4. Penalty, if any, as per the SLA defined in RFP shall be adjusted against the quarterly payment.
5. The successful bidder will provide the facilities at RERA to measure the link uptime. The facility of measurement / monitoring of above parameters or graphical display will be provided by the successful bidder

3.6. Warranty

1. All the goods should be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
2. The goods shall be free from defects arising from any act or omission of the successful bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
3. Comprehensive onsite warranty for 3 years from the date of installation of supplied materials including all peripherals and networking components. It also includes maintenance for leased line and routers.

4. General Conditions of Contract (GCC)

4. General Conditions of Contract (GCC)

4.1. Terms and Conditions

- a) The contract shall remain valid for three years unless, it is curtailed or terminated by RERA inter alia owing to deficiency of service, breach of contract and/or as provided under the contract including Non-compliance with any relevant laws, or change in requirements of the RERA or for any other reasons as stipulated in the contract to be entered into with successful bidder.
- b) The contract shall automatically expire after three years unless extended further by the mutual consent of contracting agency and RERA for another period of one year on the same terms and conditions or with some additions / deletions / modifications, as mutually agreed between the parties.
- c) If the cost of Internet lease line (dedicated internet access) is reduced during the period of contract, the benefit of the same shall be equally passed on to RERA by the successful bidder.
- d) The successful bidder should ensure that the local loop provisioning does not violate regulations as laid by Government of India/TRAI in respect of such links/networks. The successful bidder will be responsible for making all the payments towards the local loop charges/rentals/WPC charges etc.
- e) The Successful bidder shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency.
- f) The Successful bidder will be bound by the details furnished by him/ her to RERA while submitting the tender or at subsequent stage. In case, any of such documents furnished if found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
- g) RERA reserves right to terminate the contract at any time after giving a one month's notice to the selected agency with or without assigning any reason and shall be under no obligation whatsoever to continue the contract.

4.2. The Bidder's Liability

1. The Bidder shall completely indemnify and hold harmless the purchaser (RERA) and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the manpower services to the Client.
2. The bidder shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the bidder contravening this condition, purchaser shall be entitled to place the contract elsewhere on the contractors risk and cost and the

contractor shall be liable for any loss or damage, which the purchaser may sustain in consequence or arising out of such replacing of the contract.

4.3. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of the India.

4.4. Confidential Information

1. RERA and the Successful Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
2. The Successful Bidder shall not use the documents, data, and other information received from RERA for any purpose other than the services required for the performance of the Contract.

4.5. Change in Laws and Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Successful Bidder has thereby been affected in the performance of any of its obligations under the Contract.

4.6. Force Majeure

"If, at any time, during the continuance of this contract the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restriction, strikes, lock-outs or acts of God (hereinafter referred to as "events"), provided notice of happening of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance; and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the purchasing officer as to whether the deliveries have been so resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that if the contract is terminated under this clause, the purchaser shall be at liberty take over from the contract at a price to be fixed by the purchasing Officer which shall be final all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession

of the contractor at the time of such termination or such portion there of as the purchaser may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

The Successful Bidder shall not be liable for termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

1. 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 RERA in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
2. If a Force Majeure situation arises, the Successful Bidder shall promptly notify RERA in writing of such condition and the cause thereof. Unless otherwise directed by RERA 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.

4.7. Settlement of Disputes

1. Performance of the contract is governed by the terms and conditions of the contract, in case disputes arise between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GCC 5.7 (2) shall become applicable.

2. Arbitration:

- a) In the case of dispute arising, upon or in relation to, or in connection with the contract between RERA and the Successful Bidder, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of three arbitrators, one each to be appointed by the RERA and the Successful Bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary, RERA. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

- b) Arbitration proceedings shall be held in Patna, India 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 majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by RERA and the Successful Bidder. However, the expenses incurred by each party in connection to the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

4.8. Termination

This Contract may be terminated forthwith by either party by giving written notice to the other if:

- a. The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
- b. The Contract may be terminated forthwith by the RERA by giving written notice to the Bidder, if:
 - i. In case of breach of any of terms and conditions of the Contract by the Bidder, the Secretary, RERA shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by RERA and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed
 - ii. The Bidder does not provide services satisfactorily as per the requirements of the Client or / and as per the Schedule of Requirements
 - iii. The Contractor goes bankrupt and becomes insolvent.

4.9. Fall Clause

It is a condition of the contract that all through the currency thereof, the price at which you will the supply stores should not exceed the lowest price charged by you to any customer during the currency of the rate contract and that in the event of the prices going down below the rate contract prices you shall promptly furnish such information to us to enable to amend the contract rates for subsequent supplies

4.10. Risk Purchase

The Bidder fails to deliver the services of any instalment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, RERA is entitled to cancel the contract and repurchase the services not delivered at the risk and cost of the defaulting bidder. In the event of such a risk purchase, the defaulting bidder shall be liable for any loss which RERA may sustain on that account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of default to deliver the services by the stipulated delivery period, within six months from the date of such default and in case of repudiation of the contract before the expiry of the aforesaid delivery, within six months from the date of cancellation of the contract.

5. Guidelines for submitting responses to RFP

5. Guidelines for submitting responses to RFP

5.1. Guidelines for Technical Bid

1. A printed covering letter, on the bidding organisation's letterhead with all required information and authorized representative's initials shall be submitted along with the proposal. In case the bidder edits the content of the proposal covering letter; it will be treated as a non-responsive bid and shall be rejected.
2. The technical proposal should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical solution meets the requirements specified in the RFP. The technical proposal may not contain any pricing information. In submitting additional information, the bidder should mark it as supplemental to the required response.
3. Proposals must be direct, concise, and complete. Any information which is not directly relevant to this RFP shall be omitted. RERA will evaluate the bidder's proposal based upon its clarity and the directness of its response to the requirements of the project as outlined in this RFP.

5.1.1. Check-list for the documents to be included in the Technical Envelope

Sr. No.	List of Documents	Submitted (Y/N)	Supporting Document (Page No.)
1.	Technical Covering Letter		
2.	Bidding Firm Particulars		
3.	Power Of Attorney		
4.	Declaration that the bidder has not been debarred / blacklisted by any Government / Semi-Government organization		
5.	Copy of Certificate of Incorporation, and Registration Certificate		
6.	Copy of the audited Balance Sheet Profit & Loss Statement and IT Return of the company duly certified by statutory auditor AND Certificate from statutory auditor to support that Annual Sales Turnover generated from services of providing dedicated internet bandwidth during each of any two financial years out of F.Ys. (2019-20, 2018-19, 2017- 18), is Rs. 25 Lakhs		
7.	Copy of valid license to support that bidder is in the business of providing Internet Services and have a valid Category- A or B, ISP license from Govt. of India.		
8.	Copy of Self-Certification signed by the Authorized Signatory of the Bidder to support that bidder has a fully functional Customer Service Centre(s) which is fully operational 24x7x365 days and also a web-based MIS tool for monitoring purpose.		
9.	Copy of a self-certified letter signed by the Authorized Signatory of the Bidder to support that the bidder is not be banned from participating in any of the Tenders by Government of Bihar / Any State Government / Government of India as on date of submission of the Bid. Also, the bidder is not under a Declaration of ineligibility for corrupt or fraudulent practices with any of the Government or Public Sector Undertaking (PSU) units		
10.	details of income tax registration (PAN)		

5.1.2. Annexure 1: Technical Cover Letter

(To be submitted on the letterhead of the bidder)

Date: dd/mm/yyyy

RFP Reference No: RERA/I.Net/20-21/121/62

Dated: 28/08/2020

To,
The Secretary,
Real Estate Regulatory Authority,
Bihar,
Patna-800023

Subject: Submission of proposal in response to the **RFP for Selection of agency for Supply, Installation, Commissioning and Maintenance of 50 Mbps Internet leased line including Supply of required hardware Router/Modems/converters/fibre/Mux etc. At the switch board of at RERA, Patna**

RFP Reference No: RERA/I.Net/20-21/121/62

Dated: 28/08/2020

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the “**RFP for Selection of agency for Supply, Installation, Commissioning and Maintenance of 50 Mbps Internet leased line including Supply of required hardware Router/Modems/converters/fibre/Mux etc. At the switch board of at RERA, Patna.**”

We attach hereto our responses to Technical requirements & Financial Proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to RERA, is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the RERA in its short-listing process.

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

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date of submission of Bid. We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance Security bond in the form prescribed in the RFP.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/services specified in the tender response.

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.

Signature of Authorized Signatory (with official seal)

Name :

Designation :

Address :

Telephone & Fax :

E-mail address :

5.1.3. Annexure 2: Bidding Firms Particulars

Date: dd/mm/yyyy

RFP Reference No: RERA/I.Net/20-21/121/62 Dated: 28/08/2020

The Table below provides the format in which general information about the bidder must be furnished.

S No	Information	Details												
A.	Basic Details													
1.	Name of The Bidder													
2.	Address and contact details of Bidding firm: (Provide supporting document)													
3.	Telephone Number, FAX Number and Email Address													
4.	Contact person details (Name, Designation, Contact number etc.), to whom all references shall be made regarding this RFP													
5.	Status of Company (Public Ltd./ Pvt. Ltd./Partnership/Sole Proprietorship etc.)													
6.	Firm Registration Number and Year of Registration													
7.	Details of ownership (Name and Address of the Board of Director, Partners etc.)													
8.	Name of the authorized Signatory who is authorized to sign all the relevant documents (Power of Attorney)													
9.	Details of income tax registration (Provide Supporting documents)													
TQ1	Bidder's Registration Details													
1.	Document submitted (Certificate of Incorporation and Registration Certificate)													
2.	Company/Partnership Registration Number of the Bidder													
3.	Place of registration													
4.	Date of registration													
5.	Product/service for which bidder is registered													
TQ2	Financial Strength of Bidder													
	<table border="1"> <thead> <tr> <th>Financial Year</th> <th>Turnover (Rs. in Lakhs)</th> <th>Audited Accounts and CA Certificate Submitted? (Yes/No)</th> </tr> </thead> <tbody> <tr> <td>2019-20</td> <td></td> <td></td> </tr> <tr> <td>2018-19</td> <td></td> <td></td> </tr> <tr> <td>2017-18</td> <td></td> <td></td> </tr> </tbody> </table>	Financial Year	Turnover (Rs. in Lakhs)	Audited Accounts and CA Certificate Submitted? (Yes/No)	2019-20			2018-19			2017-18			
Financial Year	Turnover (Rs. in Lakhs)	Audited Accounts and CA Certificate Submitted? (Yes/No)												
2019-20														
2018-19														
2017-18														
TQ3	Details of Category- A, ISP license from Govt. of India.													
1.	License Number and Date of Issue													
2.	Validity of License (Valid Till)													
TQ5	Service Center and Web Based MIS Tool Details													
1.	Details of Service Center													
2.	Details of Web Based MIS Tools for Monitoring													

RFP for Selection of agency for Supply, Installation, Commissioning and Maintenance of 50
Mbps Internet leased line including Supply of required hardware
Router/Modems/converters/fibre/Mux etc. At the switch board of at RERA, Patna

Please submit the relevant proofs for all the details mentioned above along with your Bid response

Authorized Signatory

Name &

Seal

5.1.4. Annexure 3: Power of Attorney

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the **“RFP for Selection of agency for Supply, Installation, Commissioning and Maintenance of 50 Mbps Internet leased line at RERA, Patna”**, including signing and submission of all documents and providing information / responses to the RERA, representing us in all matters before RERA, and generally dealing with the RERA in all matters in connection with our Proposal for the said Project.

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.

For _____

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

_____ (Signature)

(Name, Title and Address of the Attorney)

Note:

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.

The Power of Attorney shall be provided on Rs.100/- stamp paper.

The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

5.1.5. Annexure 4: Declaration by the bidder for not being Blacklisted / Debarred

(To be submitted on the Letterhead of the responding company)

Date: dd/mm/yyyy

RFP Reference No: RERA/I.Net/20-21/121/62

Dated:28/08/2020

To,

The Secretary
Real Estate Regulatory Authority,
Bihar
Patna-800023

Sub: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

RFP Reference No: RERA/I.Net/20-21/121/62

Dated: 28/08/2020

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not banned by the Government of Bihar/ Any other state government/ Government of India which includes any Government Department, Public Sector Undertakings of the Government, Statutory Boards formed by the Government, Local Bodies in the State, Co-operative Institutions in the State, Universities and Societies formed by the Government for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, RERA, Government of Bihar reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you,

Yours faithfully,

Signature of Authorized Signatory (with official seal)

Date:

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

5.1.6. Annexure 5: Format for Work Citation (as per TQ3)

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

RFP Reference No: RERA/I.Net/20-21/121/62

Dated: 28/08/2020

Self-Declaration

I Shri/Smt _____ (name and residential address of Power of attorney holder) who is presently employed with _____ as _____, who is authorized to do in company's name and on its behalf, authorize to all such acts, deeds and things necessary in connection with or incidental to Proposal for the **"RFP for Selection of agency for Supply, Installation, Commissioning and Maintenance of 50 Mbps Internet leased line including Supply of required hardware Router/Modems/converters/fibre/Mux etc. At the switch board at RERA, Patna"**, including signing and submission of all documents and providing information / responses to the RERA, representing company in all matters before RERA, hereby declare that the information provided against this proposal in hard copy format and below information regarding the work order completion status is true and correct to the best of my personal knowledge, information and belief. I fully understand the consequences of giving false information. If the information is found to be false, I shall be liable for prosecution and punishment under Indian Penal Code and / or any other law applicable thereto.

Sr. No.	Client's Name	Work Order No and Date	Nature of Work	Date / period of implementation /support	Work Status - (Commissioning done/pending)

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

5.1.7. Annexure 6: Format for Pre-Bid queries

Date: dd/mm/yyyy

RFP Reference No: RERA/I.Net/20-21/121/62

Dated: 28/08/2020

Bidder's Request For Clarification					
Name and complete official address of Organization submitting query / request for clarification			Telephone, Fax and E-mail of the organization Tel: Fax: Email:		
Sr. No.	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required	Justification for Changes Suggested
1					
2					

Signature:

Name of the Authorized signatory:

Company seal:

Date and Stamped

5.2. Guidelines for Financial Proposal

5.2.1. Financial Proposal Cover Letter

(To be submitted on the Letterhead of the bidder)

Date: dd/mm/yyyy

RFP Reference No: RERA/I.Net/20-21/121/62

Dated: 28/08/2020

To,
The Secretary
Real Estate Regulatory Authority,
Bihar,
Patna-800023

Subject: Submission of proposal in response to the **RFP for Selection of agency for Supply, Installation, Commissioning and Maintenance of 50 Mbps Internet leased line including Supply of required hardware Router/Modems/converters/fibre/Mux etc. At the switch board of at RERA, Patna**

Dear Sir,

We, the undersigned, offer to provide the services for “**RFP for Selection of agency for Supply, Installation, Commissioning and Maintenance of 50 Mbps Internet leased line including Supply of required hardware Router/Modems/converters/fibre/Mux ect. At the switch board of at RERA, Patna**” in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. We are aware that any conditional financial offer will be outright rejected by RERA. This amount is exclusive of Goods and Service Tax.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal (180 days) from the date of submission of Bid.

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

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer. We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Date and Stamp of the signatory

Name of Firm:

5.2.2. Financial Proposal Format & Instructions

- a. All bidders must visit the site(s), before quoting the rates.
- b. The bidder should fill rates for all the items mentioned here. If rate for any item is not mentioned then the bid will be rejected by RERA.
- c. All the prices are to be entered in Indian Rupees ONLY
- d. The Bidder needs to account for all Out of Pocket expenses due to Boarding, Traveling, Lodging and other related items

Cost Summary (Goods and Service Tax will be paid extra at actuals)

Sl. No	Description	Qty.	Unit	Unit Price Per Year (In Rs.)	Amount (In Rs.)
		A		B	C=(A x B)
1	One time supply, installation and commissioning charges of leased line line including Supply of required hardware Router/Modems/converters/fibre/Mux etc. At the switch board of at BSNL (TE) Building Behind energy park, Patel nagar, Patna	1	Lump Sum		
2	Primary internet access 50 mbps (1:1) uncompressed & unshared internet lease line (dedicated internet access)	3	Year		
	Total price :				
	# Total price in words :				

The Total Cost shall be considered for arriving at L1