



JEEViKA

An Initiative of Government of Bihar for Poverty Alleviation

**Bihar Rural Livelihoods Promotion Society
State Rural Livelihoods Mission, Bihar**



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BIHAR RURAL LIVELIHOODS PROMOTION SOCIETY (BRLPS)
GOVERNMENT OF BIHAR
DEPARTMENT OF RURAL DEVELOPMENT

e-tender(NIT) Reference No.- BRLPS/Proj-MIS/1763/20/94300

**Notice Inviting
Tender For
Hiring of Data Centre Services for Bihar Rural
Livelihoods Promotion Society (JEEViKA)**

e-Procurement Mode Only

(<https://eproc2.bihar.gov.in>)

Date: 28-03-2023

ACRONYMS

AY	Assessment Year
BG	Bank Guarantee
CEO	Chief Executive Officer
EMD	Earnest Money Deposit
FY	Financial Year
GST	Goods and Services Tax
ITB	Instructions to Bidders
LoI	Letter of Intent
NIT	Notice Inviting Tenders
PAN	Permanent Account Number
PoA	Power of Attorney
RFB	Request for Bid
RoC	Registrar of Companies
ToR	Terms of Reference
TDS	Tax Deducted at Source
TIA	Tender Inviting Authority

NOTICE INVITING TENDERS

1. The Bihar Rural Livelihoods Promotion Society (BRLPS), Patna intends to select an agency via e-tendering for providing cloud server infrastructure as a managed service for hosting of apps and applications. The services are SaaS, Paas, IaaS. BRLPS will utilize the services as per the need of the project. BRLPS plans to hire an agency to provide data centre service for BRLPS
2. BRLPS invites bids from interested Agencies for providing cloud server infrastructure as a managed service for hosting of apps and applications. The services are SaaS, Paas, IaaS. BRLPS will utilize the services as per the need of the project. Details can be seen in the attached Terms of Reference (ToR).
3. To participate in the e-tendering process, the bidder/ agency are required to get themselves registered with Bihar Government Centralized e-Procurement portal, i.e., <https://eproc2.bihar.gov.in>. For support related to e-tendering process, bidders may contact at following address during working hours: 8AM to 7PM (All days in week except Sunday and few selected state holidays on "eProc 2.0 Help Desk Address: m-junction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar. Tollfree No: 1800 5726571" or may contact on Email Id: eproc2support@bihar.gov.in

4. Schedule of Events

S.No	Event Description	28/03
4.1	Start Date & time of downloading the BIDDING DOCUMENT	28/03/2023 through e-Procurement Portal https://eproc2.bihar.gov.in
4.2	Last date & time for submission (upload) of online bidding document	27/04/2023 till 04:00 PM, on the e-Procurement Portal https://eproc2.bihar.gov.in
4.3	Time, Date of opening of Technical Bid	27/04/2023 at 04:30 PM on the e-Procurement Portal https://eproc2.bihar.gov.in
4.4	Time, Date of opening of Financial Bid	To be announced later on the e-Procurement Portal https://eproc2.bihar.gov.in
4.5	Pre-bid meeting (Date & time)	12/04/2023 at 11:00 AM
4.6	Pre- bid meeting venue	Conference Hall, Bihar Rural Livelihoods Promotion Society, Annexe-II, Vidyut Bhawan, Bailey Road, Patna-800021

Note – i) Interested tenderers may obtain further information about this Notice Inviting Tender (NIT) from the office of the Bihar Rural Livelihoods Promotion Society (BRLPS).

ii) <https://eproc2.bihar.gov.in> does not accept tender after closing date and time in any circumstances.

5. Bidders may also see tender documents (except price schedule) from BRLPS website www.brllps.in/procurement/Tender for reference purpose.
6. The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. **15,00,000/- (Fifteen Lakhs Rupees only) to be deposited online** (i.e. NEFT-RTGS, Internet Banking, Credit/ Debit Card) through <https://eproc2.bihar.gov.in>
7. Tender Processing Fee (TPF) amount for the sum of Rs. 590/- (Five hundred Ninety Rupees) to be paid by the bidder through e-Payment mode (i.e. NEFT-RTGS, Internet Banking, Credit/ Debit Card) only, through <https://eproc2.bihar.gov.in>.
8. The technical and financial bids must be submitted through e-Procurement Portal through <https://eproc2.bihar.gov.in> on or before the date and time specified above

9. BRLPS doesn't take any responsibility for the delay/ Non-Submission of Tender/ Non-Reconciliation of online Payment caused due to non-availability of Internet Connection, Network Traffic/ Holidays or any other reason."
10. The bidders shall submit their eligibility and qualification details, Certificates as mentioned in the tender document.
11. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., as required in support of their eligibility criteria/ technical bids and other certificate /documents through e-procurement portal <https://eproc2.bihar.gov.in>.
12. The Bidding documents shall be submitted in the mode as mentioned below:
- | | |
|---------------------------------|---|
| (1) Earnest Money Deposit (EMD) | To be submitted through online mode as state above. |
| (2) Technical Bid | Online (Cover-Technical Stage) |
| (3) Financial Bid | Online (Cover-Cost Bid Stage) |
13. The technical bids will be opened (in e-mode/online) on the date **27/04/2023** at 04:30 AM. In the event of any of the above-mentioned day being declared a holiday/closed day for the BRLPS, the bids will be opened in the next working day at the scheduled time
14. The bids must be uploaded through (e-mode/online) at the e-Procurement Portal <https://eproc2.bihar.gov.in>.
15. All prospective tenderers may attend the Pre-Bid meeting. The venue, date and time are indicated in Schedule of Events above
16. All Tenders must be accompanied by EMD as mentioned. No bidder is exempted from submission of EMD as mentioned in the tender document. Tenders without EMD shall be summarily rejected
17. BRLPS reserves the right to accept or reject any or all tender or change the terms and condition of NIT or cancel the NIT without assigning any reasons at any stage and time.
18. For further enquiry and information, please contact during office hours 10:00 AM to 6:00 PM – Dr. Santosh, Procurement Specialist - BRLPS – 9771478314; Shri Prem Prakash, State Project Manager (MIS)- 7808920107.
19. All further notifications/ Corrigendum/ Addendum, if any shall be posted on e-Procurement Portal <https://eproc2.bihar.gov.in>.
20. **Disclaimer:** Please note, in the "Estimated value box" on the e-Procurement Portal <https://eproc2.bihar.gov.in>, "Zero" has been mentioned, by the BRLPS. The actual value of the project depends on the financial rate decided by this tender and therefore due to this, it has been mentioned "Zero". However, the bidders will be required to do financial estimations on their own and quote the bids based on the terms and conditions mentioned in the tender document.

**Chief Executive Officer cum Mission Director,
Bihar Rural Livelihoods Promotion Society**

INSTRUCTIONS TO BIDDER (ITB)**1. General Instructions**

- 1.1. The bidder should prepare and submit its offer as per instructions given in this section.
- 1.2. Instructions/ Guidelines for tenders for electronic submission of bids online have been mentioned below for assisting the prospective bidders to participate in e-tendering.

Registration of Bidders: To participate in the e-tendering process, the bidder/ agency are required to get themselves registered with Bihar Government Centralized e-Procurement portal, i.e., <https://eproc2.bihar.gov.in>. For support related to e-tendering process, bidders may contact at following address during working hours: 8AM to 7PM (All days in week except Sunday and few selected state holidays on “eProc 2.0 Help Desk Address: m-junction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar. Tollfree No: 1800 572 6571” or may contact on Email Id: eproc2support@bihar.gov.in

- 1.2.1. **Digital Signature certificate (DSC):** Each bidder is required to obtain a class-II or Class-III Digital Signature Certificate (DSC).
- 1.2.2. The bidder can search & download NIT & Tender Documents electronically from computer once she/he logs on to the eProcurement Portal <https://eproc2.bihar.gov.in> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- 1.2.3. **Submission of bids:** Bids are to be submitted through online mode to the eProcurement Portal <https://eproc2.bihar.gov.in> at a time for following activities – uploading documents for submission of technical bid & Financial bid on or before the prescribed date & time as mentioned in Clause 4 in Notice Inviting Tender (NIT) using the Digital Signature Certificate (DSC). The documents will get encrypted (transformed into non-readable formats).
- 1.2.4. Before preparing the tender and submitting the same to the BRLPS, the bidder should read and examine all the terms & conditions, instructions, checklist etc. contained in the Tender Documents. Failure to provide required information or to comply with the instructions incorporated in these Tender Documents may result in rejection of tender(s) submitted by bidders.
- 1.2.5. The tenders which are for only a portion of the components of the job /service shall not be accepted. (The tenders /bids should be for all components of the job /service.)
- 1.2.6. The prices quoted shall be firm and inclusive of all the factors mentioned in this document, all applicable taxes and duties, excluding Goods & Services Tax (GST) in the provided price format available on eProcurement Portal <https://eproc2.bihar.gov.in>. This shall be quoted in the online mode only. GST if applicable, will be paid by the BRLPS or the authorities decided by BRLPS, as per the prevailing rates/rules.
- 1.2.7. The technical bid (technical and financial details of the bidder/agency) shall be submitted (with a forwarding letter as per **Appendix ‘A’**) on or before the last date of submission in online mode only. Tenders submitted after the stipulated date & time for

uploading the tender as mentioned in Clause 4, Notice Inviting Tender (NIT) shall not be considered, and would summarily be rejected.

2. Tendering Expense

The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and subsequently processing the same. Bihar Rural Livelihoods Promotion Society (BRLPS) will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

3. Language of the tender

The tender submitted by the bidder and documents relating to the tender shall be written in the English language. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

However, if the language of any of the printed document(s) submitted by the bidder is/are in "Hindi" language, then there is no need for providing an English translation of the same document, for interpretation.

4. Amendments to Tender Documents

- 4.1. At any time prior to the deadline for submission of tenders, the BRLPS may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable amendment(s) to it.
- 4.2. Such an amendment will be notified on eProcurement Portal <https://eproc2.bihar.gov.in> and the same shall be binding to all prospective Bidders.
- 4.3. Any bidder who has downloaded the tender document should watch for amendment, if any, issued on the above eProcurement Portal <https://eproc2.bihar.gov.in> and the BRLPS will not issue separate communication to them. The BRLPS shall not be responsible in any manner if prospective Bidders miss any notifications placed on mentioned eProcurement Portal <https://eproc2.bihar.gov.in>.

5. Pre-Bid Meeting

- 5.1 In order to provide response to any doubt regarding terms and conditions, Terms of Reference and any other matter given in the tender document, a pre-bid meeting has been scheduled to be held in the office of BRLPS as per details given hereunder:

Date & Time	12/04/2023 at 11:00 AM
Venue	Conference Hall, Bihar Rural Livelihoods Promotion Society, Patna
Contact persons	Dr. Santosh, Procurement Specialist, Mobile - 9771478314

5.1. During the pre-bid meeting, the clarification sought by representative of prospective bidders shall be responded appropriately. However, clarification shall be given and prospective will be asked to submit their written request by close of office next day. Bihar Rural Livelihoods Promotion Society (BRLPS) shall upload written response on the eProcurement Portal <https://eproc2.bihar.gov.in> to such requests for clarifications, without identifying its source. In case required, amendments, in terms of Para 4, Section I above shall be issued, which shall be binding on all prospective bidders.

6. Clarifications to Tender Documents

- 6.1. A prospective bidder requiring any clarification regarding terms & conditions, technical specifications etc. given in the Tender Documents may submit written request for clarifications to Dr. Santosh, Procurement Specialist by email ID: proc.sp@brlps.in within 1 (one) day prior to of pre- bid meeting.
- 6.2. In the event, of the above-mentioned day being declared as a holiday/closed day for the Bihar Rural Livelihoods Promotion Society (BRLPS), the prospective bidders can submit written request for clarifications, by 1200 hrs. on the next working day.
- 6.3. All the prospective bidders will be notified of response to clarifications only through eProcurement Portal <https://eproc2.bihar.gov.in>. Any bidder who has downloaded the tender document should watch for clarifications, if any, issued on the above-mentioned website and BRLPS will not issue separate communication to them.
- 6.4. The BRLPS shall not be responsible in any manner if a prospective bidder fails to notice any notifications with regards to the present NIT placed on the eProcurement Portal <https://eproc2.bihar.gov.in> for any purposes.

7. Earnest Money Deposit (EMD)

- 7.1. The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 15,00,000/- (Fifteen Lakh Rupees only) to be deposited online i.e., (NEFT-RTGS, Internet Banking, Credit/Debit Card through eProcurement Portal <https://eproc2.bihar.gov.in>
- 7.2. It may be noted that no bidder is exempt from deposit of EMD. Tenders submitted without EMD shall be summarily rejected.
- 7.3. The EMD of unsuccessful bidder will be returned to them without any interest, after conclusion of the resultant contract. The EMD of the successful bidder will be returned without any interest, after receipt of performance security as per the terms of contract.
- 7.4. Earnest money is required to protect the BRLPS against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD.
- 7.5. The EMD/ Bid Security shall be forfeited by the BRLPS hereunder or otherwise, under the following conditions:
 - a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
 - b) If a Bidder withdraws its Bid during the period of bid validity as specified in this RFP and as extended by the BRLPS from time to time;
 - c) In the case of Selected Bidder, if it fails within the specified time limit:
 - i. to sign the contract and/or
 - ii. to furnish the Performance Security (PS) before signing the contract agreement within the period prescribed in the Letter of Intent (LoI)

8. Preparation of Tender

- 8.1 The Bidding documents shall be submitted in the mode as mentioned below: -

1. Earnest Money Deposit (EMD)	The tender shall be accompanied by Earnest Money Deposit (EMD) of Rs. 15,00,000/- (Fifteen Lakh Rupees only) to be deposited online i.e., (NEFT-RTGS, Internet Banking, Credit/Debit Card through eProcurement Portal https://eproc2.bihar.gov.in
2. Technical Bid	Online (Cover-Technical Stage)
3. Financial Bid	Online (Cover-Cost Bid Stage)

8.2 Bidders are requested not to submit the hard copy of Technical & Financial Bid. In case the hard copy of financial bid is submitted, the tender shall be straight away rejected. Also, uploading of the financial bid in technical bid will also result in rejection of the tender.

8.3 The tender shall be duly signed, by the authorized person duly approved by the appropriate authority in terms of 'Power of Attorney', at the appropriate places as indicated in the tender documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the tender. The entire document being part of tender document should be page numbered. The Authorization Letter shall also be furnished along with the tender, as per the **Appendix B**.

8.4 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the BRLPS may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

8.5 Prices are to be quoted in the financial Bid format in online mode only. The financial bid submitted in any other format will be treated as non-responsive. The bidder will be required to download the financial bid file, from e-tendering portal and quote the prices in prescribed format before uploading it. The bidder shall quote prices in all necessary formats. All blue areas of the financial bid sheet shall be filled by the bidder. The white areas of the financial bid shall not be modified/edited by the bidder. The bidder(s) shall not rename the financial bid files downloaded.

8.6 The Earnest Money Deposit (EMD) shall be submitted in in line form as mentioned above.

8.7 Required documents must be submitted through online mode on eProcurement Portal <https://eproc2.bihar.gov.in> to assess eligibility status (as per the criteria defined in Section IV) and to evaluate the technical proposal.

9. Tender Submission

9.1. Bihar Rural Livelihoods Promotion Society (BRLPS) will open the tenders (online) at the date and time as indicated in Clause 4 of the Notice Inviting Tender (NIT). In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the BRLPS, the tenders will be opened in online mode, on the next working day.

9.2. Technical evaluation of the Bid will be done based on technical qualification criteria and documents mentioned Eligibility Criteria as mentioned in section-IV failing which the bid will not be considered for technical evaluation.

9.3. The technical evaluation shall be done only based on documents/papers submitted by the bidder on e-Procurement Portal <https://eproc2.bihar.gov.in>

9.4. The financial bids of bidders whose technical bids are found technically responsive and comply with the bid documents will only be considered for financial evaluation. The date of opening of financial bids shall be communicated to such bidders through e-procurement portal as above, who are technically qualified.

9.5. No bidder can place more than one bid in any form for this NIT.

9.6. The Bidder cannot bid for a part of the tender document but has to give a single bid taking into consideration all the responsibilities (mentioned in this document) as single unit, subject to all the conditions as laid down in this tender document.

- 9.7. If the date fixed for opening of financial bids is declared as holiday by the BRLPS, the revised date of schedule will be notified on the e-Procurement Portal <https://eproc2.bihar.gov.in>.
- 9.8. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

EVALUATION OF TENDERS

1. Scrutiny of Tenders

The tenders will be scrutinized by the procurement committee to determine whether they are complete and meet the essential and important requirements, conditions and whether the bidder is eligible as per criteria laid down in the Section IV of this tender document. The bids, which do not meet the aforesaid requirements are liable to be treated as non-responsive and may be ignored. The decision of the BRLPS as to whether the bidder is eligible or not and whether the bid is responsive or not shall be final and binding on the bidders. Only the bids found eligible as per the criteria defined in Section IV will be considered for technical scoring and financial bids of only these bidders will be considered and opened for evaluation.

2. Infirmary/Non-Conformity

The BRLPS may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. The decision of the BRLPS as to whether the deviation is material or not, shall be final and binding on the bidders.

3. Discrepancies in Prices

- 3.1. If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail.
- 3.2. If as per the judgment of the BRLPS, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by e-mail/speed post. If the bidder does not agree to the observation of the BRLPS, the tender is liable to be ignored.

4. Bidder's capability to perform the contract

The BRLPS, through the above process of tender scrutiny and evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as responsive bid, technically eligible and has quoted the lowest total evaluated price, is qualified and capable in all respects to perform the contract satisfactorily. In such conditions, decision of the BRLPS shall be final and binding on the bidders.

5. Contacting the Bihar Rural Livelihoods Promotion Society (BRLPS)

- 5.1. From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact the BRLPS for any reason relating to its tender, it should do so only in writing.
- 5.2. In case a bidder attempts to influence the BRLPS, on the BRLPS's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the bidder shall be liable for rejection and it may also lead to forfeiture of EMD in addition to appropriate administrative action being taken against that bidder, as deemed fit by the BRLPS.

6. Bid Clarification

- 6.1. To facilitate evaluation of Proposals, the BRLPS may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal. Notwithstanding anything contained in the NIT, the

BRLPS reserves the right not to take into consideration any such clarifications sought for evaluation of the Proposal.

- 6.2. At any point in time during the bidding process, if required by the BRLPS, it is the Bidders' responsibility to provide required evidence of their eligibility as per the terms of the NIT, to the satisfaction of the BRLPS. If no response is received by this date, the BRLPS shall evaluate the offer as per available information. The procurement committee in the BRLPS can verify the facts and figures quoted in the proposal. The BRLPS reserves the right to conduct detailed due diligence of the information provided by the Bidders for qualification and financial evaluation.

7. Fraud and Corrupt Practices

- 7.1 The Agency and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained herein, the BRLPS may reject a bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice in the Selection Process.
- 7.2 Without prejudice to the rights of the BRLPS hereinabove, if a bidder is found by the BRLPS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, such bidder shall not be eligible to participate in any tender or RFP issued by the BRLPS during a period of 5 (Five) years from the date such bidder is found by the BRLPS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 7.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) **"Corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly, or indirectly, any official of the BRLPS who is or has been associated in any manner, directly or indirectly, with the Selection Process.
 - (b) **"Fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process.
 - (c) **"Coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process.
 - (d) **"Undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the BRLPS with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest, and
 - (e) **"Restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

8. Selection Process

- a. Technical proposals of all bidders which meet the basic requirements (i.e., timely submission, tender fee, deposit of Earnest Money Deposit etc.) would be taken up for their eligibility evaluation as per the eligibility criteria defined in Section IV.

- b. Technical proposals of only those bidders who are found eligible, as per the criteria defined in Section IV, will be considered for LCS (Least Cost Selection Method) evaluation and only their financial bids will be opened.
- c. The final selection will be based on the '**Least Cost Selection**' (LCS) method.

8.1 Technical Bid

- a. In this part, the bid shall be reviewed for determining the compliance of the general conditions of the Contract and Eligibility Criteria as mentioned in the RFP. Any deviation for general conditions of the Contract and eligibility criteria shall lead to rejection of the bid.
- b. During evaluation of their technical proposals, bidders are expected to meet all the conditions of the RFP and the eligibility criteria as mentioned below. Bidders failing to meet these criteria or not submitting requisite supporting documents / documentary evidence for supporting eligibility criteria are liable to be rejected summarily.
- c. The bidder must possess the requisite experience, strength, and capabilities in providing the services necessary to meet the requirements, as described in the RFP. The bids must be complete in all respects and should cover the entire Scope of Work as stipulated in the RFP.

8.2 Financial Bid

Financial bids of all the eligible bidders/ agencies (as per the criteria defined in Section IV) will be evaluated.

- a) The Contracting Authority will open 'Financial Bid' of only those Bidders, who are found eligible as per the criteria defined in Section IV.
- b) The Financial Bid should be furnished clearly indicating the bid amount in the format given on e-portal. In the event of any difference between figure and word, the amount indicating in words shall be taken into account.
- c) The Financial Bid should be inclusive of all applicable taxes and duties, excluding GST presently in force.
- d) The Bidder who has quoted the lowest total evaluated bid price will be considered as successful agency and will be issued Letter of Intent (LoI).

8.3 The BRLPS reserves the right to accept in part or in full any tender or reject any tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).

8.4 The bidder shall within 7 days of issue of the Letter of Intent (LoI), give his acceptance.

8.5 The BRLPS reserves the right at the time of Contract award and/or during validity of contract, to increase or decrease the scope of services without any change in unit price or other terms and conditions.

8.6 The BRLPS will notify the successful bidder(s) in writing by issuing a Letter of Intent (LoI), that its tender has been accepted, briefly indicating there in the essential details like description of services and corresponding prices accepted, subject to the contract agreement to be signed between the parties "*floatated from this NIT*" having the terms and conditions etc., therein.

8.7 The successful bidder must furnish to the BRLPS the required Performance Security (PS), before executing the contract/ signing of the contract document, positively, failing which the EMD will be forfeited and the award will be cancelled and bidder may be blacklisted

reasonably. Relevant details about the performance security have been provided under **Section V Clause 10.**

- 8.8** The contract agreement will be between Bihar Rural Livelihoods Promotion Society (BRLPS) and the selected service provider and will be required to be signed within 10 working days of the issue of the Letter of Intent (LoI) and submission of Performance Security. The stamp duty and registration charges, if any, payable on the Agreement will be borne by the selected service provider/ bidder.

TERMS OF REFERENCE**Background**

Bihar Rural Livelihoods Project (BRLPS) is designed by Government of Bihar to address rural poverty in the state. Besides state government and central government, the World Bank is also extending financial support to this project. The project aims at enhancing social and economic empowerment of the rural poor by creating self-managed community institutions and enhancing income through sustainable livelihoods generation. Currently, JEEViKA is implementing three projects namely BTDP, NRLP and NRLM, covering 534 blocks with support from staff and cadres spread across the state.

BRLPS is operational in all the blocks of Bihar. More than 1 Crore rural poor families have been organized in more than 10.30 lacs SHGs, more than 70K Village Organizations (VOs) and more than 1500 Cluster Level Federations (CLFs) and the numbers are still increasing. The data entry or digitization of CBOs' profiles and their financial transactions at the block/district level is a continuous process. The digitization work in BRLPS is increasing in a significant manner as several mobile apps and portal-based data entry from different themes have increased and is also being rolled out across state. The data entry in all applications will be a continuous process and will help in sharing of information in a timely manner with higher accuracy. BRLPS has rolled out several applications, it is very vital that the applications, ERPs, mobile apps, dashboards which are already functional remain accessible and secured. For this purpose, it is required to have cloud servers' services to host and maintain all these apps and applications.

Objective

The objective is to hire an agency to provide cloud server infrastructure as a managed service for hosting of apps and applications. The services are SaaS, PaaS, IaaS. BRLPS will utilize the services as per the need of the project.

Current Environment

BRLPS has been implementing several interventions across State of Bihar. Each intervention has been provided a digital platform for monitoring and review purposes. The solutions on digital platform include ERPs, online portals, Mobile apps etc. The website portal of BRLPS, e-commerce portal, etc. are functional too. The number of applications is expected to increase in coming days based on the need of the project. The user-base will also increase for digitization purpose as the usage of mobile apps has decentralized the digitization centre.

Hardware and Software Service Requirements:

Item Heading	Description	Quantity	Usage
	Bandwidth		
Internet Bandwidth	Internet bandwidth per month. Minimum speed of 300 Mbps.	1 TB	
DNS	Domain Name Service	1	
	Network		
	Firewall to configure NACL, Security Groups,		
Virtual Firewall	Route table, Internet Gateway, IPSEC Tunnel,	1	
	NAT gateway, Public and Private subnet etc.		
NAT Gateway	NAT GATEWAY with 1TB data transfer	1	
IP SEC Tunnel	VPN tunnel between Cloud and Jeevika local office	1	
VPN	SSL VPN for remote users	5	
WAF	Web Application Firewall per Rule	1	
DDOS	DDOS with 10 Gbps Throughput	1	
	Load Balancer with SSL, Average connection per		
Load Balancer	Load balancer per sec 300, Average Duration per connection 300, average request per sec 300 with 1000 GB data transfer	1	SLA-99%
SSL	Each external IP to be protected with certificate.		on Monthly basis.
	Servers		
	Up to 3.1 GHz Intel Xeon® Platinum 8175		
	processors with new Intel Advanced Vector		
DB1	Extension (AVX-512) instruction set 64 CORES	1	
	256 GB RAM OS - Windows Server with SQL		
	Server ENT Licenses		
	Up to 3.1 GHz Intel Xeon® Platinum 8175		
DB2	processors with new Intel Advanced Vector	3	

	Extension (AVX-512) instruction set 64 CORES		
	128 GB RAM OS - Ubuntu with SQL Std. Licenses		
	High frequency Intel Xeon processors, Burstable		
WINAPP1	CPU, governed by CPU Credits, and consistent baseline performance 16 CORE, 128 GB RAM, OS - Windows Server	1	
WINAPP2	Up to 3.1 GHz Intel Xeon® Platinum 8175processors with new Intel Advanced Vector Extension (AVX-512) instruction set 16 CORE 64GB RAM OS - Ubuntu	1	
ERP Prj Mgt	High frequency Intel Xeon processors, Burstable CPU, governed by CPU Credits, and consistent baseline performance 16 CORE 64 GB RAM, OS – Ubuntu, 1 TB SSD	1	
ERP Prj Mgt DB	High frequency Intel Xeon processors, Burstable CPU, governed by CPU Credits, and consistent baseline performance 16 CORE 128 GB RAM , OS - Ubuntu, 1 TB SSD	1	
CPMS	Up to 3.6 GHz Intel Xeon® Platinum 8000 processors with new Intel Advanced Vector Extension (AVX-512) instruction set 16 CORE 64GB RAM, OS - Ubuntu	1	
Dev Env	Up to 3.1 GHz Intel Xeon® Platinum 8175 processors with new Intel Advanced Vector Extension (AVX-512) instruction set 4 CORE 32 GB RAM OS - Ubuntu	1	
Website	Up to 3.1 GHz Intel Xeon® Platinum 8175 processors with new Intel Advanced Vector Extension (AVX-512) instruction set 4 CORE 32 GB RAM OS – RHEL	1	
Dashboard	High frequency Intel Xeon processors, Burstable CPU, governed by CPU Credits, and consistent baseline performance 16 CORE 64 GB RAM , OS – Ubuntu, 512 GB SSD.	1	
GIS	4 CORE 32 GB RAM OS – RHEL	1	
CBO DB	Up to 3.1 GHz Intel Xeon® Platinum 8175 processors with new Intel Advanced Vector Extension (AVX-512) instruction set 8 CORE 64 GB RAM OS – RHEL	1	
CBO	Up to 3.1 GHz Intel Xeon® Platinum 8175 processors with new Intel Advanced Vector Extension (AVX-512) instruction set 4 CORE 32GB RAM OS – RHEL	1	

UAT1	High frequency Intel Xeon processors, Burstable CPU, governed by CPU Credits, and consistent baseline performance 16 CORE 128 GB RAM	1
UAT2	High frequency Intel Xeon processors, Burstable CPU, governed by CPU Credits, and consistent baseline performance 32 CORE 64 GB RAM	1
Storage / Backup		
Storage	SSD Storage with 3000 IOPS per TB	20 TB
File storage	File Storage	6 TB
Machine Image Storage	Virtual Machine image storage	5 TB
Monitoring		
Monitoring	Monitoring dashboard with notification and alerts (Security, OS, CPU, Memory, Network, Storage, Utilization etc.)	Per Server
Managed Services / One Time Charges		
Managed Services Charges	Monthly Managed service Charges	Per Server
Managed Services Charges	DB Management	Per Server
Managed Services Charges	OS Management	Per Server
One Time Installation Charges	One Time Charges for Cloud infra-Set up and Configuration	Per Server
Migration (One Time Cost)	Migration of existing Infra to new cloud Infra. Storage of approx. 13 TB. Including connectivity and bandwidth provisioning as required.	LS
Any other components as bidder require and is missing from the above BOQ		LS

Note: - The unit rate of each item is to be provided by service provider separately on monthly basis in the price schedule provided on e-procurement portal. The same rate will be applicable for any addition/removal of VMs/Software etc. based on requirement.

Business Requirements

The service provider will conduct manage services IaaS, PaaS & SaaS. The service provider will configure the servers as mentioned in the above table and also as required time to time. The configuration of servers will be dynamic i.e. OS, Memory, Cores, Database etc. may

increase or decrease based on the requirement of BRLPS. The database packages will include Oracle, Sql Server, postgres, etc. The OS may be Windows, RHEL, Ubuntu etc. Other tools may also be required to be installed and configured if required for effective functioning of apps and applications. The tools office package, pdf, Padmin etc. may also be configured.

The Servers (VMs) may be upgraded, added, removed on need based by the client. This will be performed on the unit rate of each item. Managed services includes Operating System management, Database management, backup, restore and recovery of database, apps and applications, FTP services, etc. Also ensuring Remote access to required number of users via internet. The service provider should be able to provide secured internet and remote access through MPLS connectivity for connecting the servers at State Project Management Unit, Patna. The SSL connectivity and MPLS connectivity must support at least 5 concurrent users. The virtualization platform used should be on globally accepted Platform like VMware except for the Oracle Database server which will be hosted on dedicated physical server. Internet Bandwidth must be in the range of mentioned above with sustaining to burst loads as well. It must ensure 99% uptime on monthly basis.

BRLPS may visit and review the work environment of the data centre once in a year. The agency ensures the entire activity.

The data centre must adhere to International Standard certificates. Cyber security, Data Security etc. to be in-line with International Standard. The service provider should provide 3-Tier Architecture and appropriate security in each layer. The Server Infrastructure includes and provides Managed Security Services through assigned dedicated persons, Performance monitoring & configuration management, and Virus/Malware/Spyware Monitoring and Incident resolution and reporting. Escalation Matrix must be defined well in advance and any changes must be updated to BRLPS well in advance. Details of all tools and software to be shared with the client on regular basis and any change to be notified well in advance.

Storage & Back-up of BRLPS Cloud Infrastructure should be managed by SAN storage of around 20 TB on all Flash platforms with commitment of Input/output operations per second (IOPS) up to minimum 1000 scalable 10,000 per TB. Back up of data must be maintained properly. Scheduled Tape/disk-based back-up every day at EOD. Full back up every 15 days and differential back-up of last 14 days to be taken. The agency will provide back up of entire data whenever there is any issue in the data centre or apps. The service provider will be responsible for any loss of data.

The agency needs to provide services at the data centre location as an administrator whose primary responsibility would be: responsible for Initial Application/Database/Web installation, storage configuration and redeployment, Management of OS/DB/Applications, Deployment of newer versions, upgrades and modifications, Implement database level security provision available in RDBMS, Database backup, Manage all the security services, may also need to communicate with programmers/consultants who are developing Applications along with the nominated person from BRLPS as and when required, Clustering of OS/DB if required or any other related task as and when required, would be available 24*7 every day. The average hits/visits for website during the last year was 3.5k for application the number of users would be 5000 users during working hours and beyond that also based on the need with expected growth rate of 20% YOY.

Existing infra is currently running in cloud environment at Azure Data centre. Selected bidder needs to migrate the platform with "Zero Down time" or maximum of 5 Working days down times. The agency will provide all support for the migration activity and will ensure that it's completed within the timelines. The selected agency will use their own devices/tools etc., if required, for migration of data.

BRLPS will may ask to start or close any item mentioned above in the infra as per the need and accordingly the agency will submit the invoices for the payment. The configuration of servers will be dynamic in nature and will go under upgrade/downgrade the specs as well.

Any new server/software/item etc. can be added in addition to above mentioned servers based on the unit rates. The agency will provide the unit cost on monthly basis of each of the line items or otherwise asked. The payments will be based on monthly basis therefore the agency will put up the invoice accordingly.

BRLPS will ask for unit price per month of each VM configuration with required software like OS, framework, Database etc. The unit price will be used for additional VMs as per the need of the organization. The organization will add or remove any VM with prior information. All the VMs are to be in the subnet so that they can be accessed internally, not over internet.

The alerts will be fired from the system on various activities to BRLPS. The list will be finalized with successful bidder. The online portal configuration to be dynamic so that need based data can be viewed by BRLPS time to time. The admin access will be of BRLPS.

Reporting Requirements and Documentation

The agency will create a Statement of Work detailing the scope service delivery and process documentation. They will Record and notify incidents and provide the action taken updates and records. Monthly report on work undertaken and provide availability and performance of the servers. The services must meet the SLA indicted for respective services. The agency will also provide access to the online portal where all details related to server configuration, usage, performance, CPU usage, load, data read/write etc. must be accessible.

Period of Assignment

The assignment period will be of 3 years with possibilities of being extended to next 2 years based on requirements and upon satisfactory performance and mutual agreement. The extension period will cover the new requirements and the updates based on project requirement.

Performance Review

BRLPS will be reviewing the performance of the assignment on a quarterly basis to assess the progress. The Chief Executive Officer, BRLPS will designate SPM-MIS to supervise the assignment and carry out necessary interaction and exchange of information about the status of the project between the agency and BRLPS. All relevant project related documentation will also be made available to the agency. The Chief Executive Officer, BRLPS may constitute a review committee to monitor the progress and access the deliverables of the project.

Mode of Payment

Payment will be made on a Quarterly basis on successfully meeting the service level and on submission of availability and performance report on quarterly basis.

ELIGIBILITY CRITERIA

- 1) This invitation is open to all organizations registered under Companies Act, 1956/2013, who fulfil the eligibility & qualification criteria specified hereunder. **(The bidder cannot be an individual or group of individuals. Consortium is not allowed)**
- 2) The Bidder must meet the following qualification criteria as on the last date of submission of this bid for both the proposed CSP (Cloud Service Provider) and MSP (Managed Service Provider). In case the proposed CSP is also an MSP, the Bidder shall meet both the criteria i.e., of the CSP and MSP:

(A) Eligibility Conditions if OEM (CSP) is the bidder: -

Eligibility Criteria for the Cloud Service Provider (CSP)		
1.	The CSP should have an average annual turnover of INR 500 Crores and positive net- worth for the last three financial years (FY ending march 22).	Copy of Certification of Incorporation/Registration Certificate. Certificate on positive net-worth for the last three (3) financial years (ending 2022)
2.	The CSP must be operating at least two (2) or more Data Centre Facilities in India at time of submission of the bid.	Self-certificate from the CSP mentioning the location, signed by authorised signatory of the CSP
3.	The CSP shall be MeitY empanelled & STQC audited as per Ministry of Electronics and Information Technology (MeitY) as on bid submission date.	Valid Letter of Empanelment / Certificate of Empanelment from MeitY
5.	The CSP should possess all the below certifications which are valid as on bid submission date: <ul style="list-style-type: none"> • ISO 27001:2013 certification • ISO/IEC 27017:2015 • ISO 27018 • ISO/IEC 9001:2015 • ISO 20000 – 1:2000 • SOC 1/2/3 compliance Conform to at least Tier III standard, certified under TIA 942	Self-Declaration / Copies of valid documents as on bid submission date
6.	The CSP should not have been black-listed/debarred by any Central/State Government as on bid submission date (during last five (5) years).	A self-certified letter by the authorized signatory of the bidder that the bidder has not been blacklisted by any Central / State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices as of <bid submission date> must be submitted on original letter head of

		the bidder with signature and stamp.
7.	The CSP should be able to provide publicly available SLAs for storage and compute services and should be equal or more than 99.9%	Relevant public facing documents or self-certificate
8.	The CSP should provide all variants of cloudservice as per MeitY guidelines <ul style="list-style-type: none"> • Infrastructure as a Service (IaaS), • Platform as a Service (PaaS) • Software as a Service (SaaS) Dev / Test Environment as a Service (DevOps)	Relevant certificate signed by the authorized signatory/ Relevant public facing documents.
9.	CSP should have capability to leverage BYOL for windows and oracle products.	Relevant documents or public facing URL
10.	CSP should be in Gartner's Leader quadrant	Relevant documents or public facing URL

(B) Eligibility Conditions if Bidder (MSP) is the authorized representative of the OEM (CSP):

1.	The Bidder should be registered under Companies Act, 1956 or as amended. The Bidder should have an average annual turnover of INR 3 Crores and positive net- worth in last three financial Years.	<ul style="list-style-type: none"> • Copy of Certification of Incorporation/Registration Certificate • PAN card • GST registration • Extracts from the audited Balance sheet and Profit & Loss; for three consecutive three financial years ending Financial Year March , 2022. • Certificate from the Statutory Auditor/ Company Secretary/CA on turnover details for the last three (3) financial years • Certificate from the Statutory Auditor/ Company Secretary/CA on positive net-worth for the last three (3) financial years.
2.	The Bidder Should have the following Certificates valid as on the date of bidding. <ul style="list-style-type: none"> • ISO 27001:2013 • ISO 9001:2008 / ISO 9001:2015 • ISO 20000:2011 	Copy of Valid Certificates to be attached.
3.	The Bidder should have the experience of executing at-least 3 cloud-based projects for any State/PSU/Central Government Institution out of which at least one project of value 01 Cr should	Copy of relevant Purchase orders (completed/Ongoing) to be attached with the name and correspondence details of the end customer for verification purpose along with completion/ongoing certificates.

	be executed in Bihar in last Five years.	
4.	The Bidder should not have been black-listed/debarred by any Central/State Government as on bid submission date.	A self-certified letter by the authorized signatory of the bidder that the bidder has not been blacklisted by any Central / State Government (Central/State Government and Public Sector) or under a declaration of ineligibility for corrupt or fraudulent practices as of <bid submission date> must be submitted on original letter head of the bidder with signature and stamp

Important Note:

- The MSP must quote solution with anyone Meity empanelled CSP only. The MSP must submit the authorisation letter from the CSP as part of the Pre-Qualification. One CSP can issue MAF to only one MSP.
- If the selected CSP cease to operate in India or is blacklisted by the government; MSP and department shall mutually decide on any other CSP and the scope for migration will be with the MSP at a mutually agreed rate between department and the MSP. Department may also go for tendering process to finalize the migration cost.
- Managed Service Provider (MSP) and Cloud Service Provider (CSP) may be a single entity. In such case, Managed Service Provider shall qualify for both the Criteria i.e. “Eligibility Criteria for the Managed Service Provider” and “Eligibility Criteria for the Cloud Service Provider”.
- Managed Service Provider (MSP) and Cloud Service Provider (CSP) may be different entity. In such case, Managed Service Provider shall qualify for “Eligibility Criteria for the Managed Service Provider” and Cloud Service Provider (proposed by MSP) shall qualify for “Eligibility Criteria for the Cloud Service Provider”.
- In any of the cases above, Managed Service Provider shall be solely liable to and responsible for all obligations towards the performance of works/services/adherence to SLAs under the contract.

3. To facilitate evaluation of bids, the BRLPS may, at its sole discretion, seek clarifications in writing from any bidder regarding its bid submitted. Such clarification(s) shall be provided within the time specified by the BRLPS for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
4. If any bidder does not provide clarifications sought within the prescribed time, the BRLPS may proceed to evaluate the bid by construing the particulars requiring clarification to the best of its understanding, and the bidder shall be barred from subsequently questioning such interpretation of the BRLPS.
5. The financial bids, of the shortlisted bidder(s), from technical evaluation will be opened, and the bidder.

TERMS AND CONDITIONS

1. Use of contract documents and information

- 1.1. The Service Provider shall not, without the BRLPS's prior written consent, disclose the contract or any provision thereof or any information furnished by or on behalf of the BRLPS in connection therewith, to any person other than the person(s) employed by the Service Provider in the performance of the contract emanating from this Tender Document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 1.2. Further, the Service Provider shall not, without the BRLPS's prior written consent, make use of any document or information mentioned in sub-clause 1.1 (Section V) above except for the sole purpose of performing this contract.
- 1.3. Except the contract issued to the Service Provider, each and every other document mentioned in sub-clause 1.1 (Section V) above shall remain the property of the BRLPS and, if advised by the BRLPS, all copies of all such documents shall be returned to the BRLPS on completion of the Service Provider's performance and obligations under this contract.

2. Intellectual Property Rights

The Service Provider shall, at all times, indemnify and keep indemnified the BRLPS, free of cost, against all claims which may arise in respect of goods & services to be provided by the Service Provider under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the BRLPS, the BRLPS shall notify the Service Provider of the same and the Service Provider shall, at his own expenses take care of the same for settlement without any liability to the BRLPS.

3. Insurance

- 3.1. The Service Provider shall be responsible for insuring any equipment, processes, manpower.
- 3.2. The BRLPS shall not be responsible for damages of any kind or for any mishap/ injury/ accident caused to any personnel/property of the bidder while performing services for BRLPS. All liabilities, legal or monetary, arising in that eventuality shall be borne by firm/ agency.

4. Project Duration

The assignment period will be of 3 years with possibilities of being extended to next 2 years based on requirements and upon satisfactory performance and mutual agreement. The extension period will cover the new requirements and the updates based on project requirement.

- 4.1. The Service Provider will be obliged to manage the contract in accordance with the provisions of the Contract Agreement and terms and conditions therein, failing which the service provider will be liable for consequential action in terms of the contract or under existing law when warrants the law.

5. Payments

- 5.1. The prices quoted in the financial bid shall include all applicable taxes and duties, excluding Goods & Services Tax (GST). If applicable, GST will be paid by the Bihar Rural Livelihoods Promotion Society (BRLPS), as per the prevailing rates. This shall be quoted in the format available at e-procurement portal.

- 5.2. The contracted charges to the selected agency will be released in two instalments:
- a) No advance payment shall be made by BRLPS
 - b) Payment will be made on a Quarterly basis on successfully meeting the service level and on submission of availability and performance report on quarterly basis.
 - c) The payment will be subject to statutory deductions as per applicable laws.

6. Performance Review and Penalty provisions

BRLPS will be reviewing the performance of the assignment on a quarterly basis to assess the progress. The Chief Executive Officer, BRLPS will designate SPM-MIS to supervise the assignment and carry out necessary interaction and exchange of information about the status of the project between the agency and BRLPS. All relevant project related documentation will also be made available to the agency. The Chief Executive Officer, BRLPS may constitute a review committee to monitor the progress and access the deliverables of the project.

7. Signing of the contract

The Agreement between BRLPS and the selected agency/ bidder should be executed within 10 days of the issue of the Letter of Acceptance and submission of performance security. The selected agency/ bidder will have to submit the Performance Security (PS), as applicable before signing of the agreement. Non-fulfilment of this condition will result in cancellation of the award and forfeiture of the EMD with consequential action if so desire.

8. Sub Contracts

Sub-letting/ Sub-contracting of the contract would not be allowed under any circumstances and contract may be terminated in case the service provider sublets or sub-contracts its liabilities/responsibilities/obligation to other. Penal action shall also be taken against the service provider. In addition, if the service provider is desirous of subletting/ subcontracting any non-core services in addition to those listed above, it shall make a request in writing to the BRLPS. BRLPS may permit the same to the Service Provider after considering the request, but not as a matter of right.

9. Modification to Contract

The contract when executed by the parties shall constitute the entire contract between the parties in connection with the services which also includes increase in the scope of work and shall be binding upon the parties. Modification, if any, to the contract shall be in writing and with the consent of the parties.

10. Performance Security

- 10.1. The successful bidder shall have to furnish a performance security in the shape of a Bank Guarantee issued by a scheduled Bank in favour of Bihar Rural Livelihoods Promotion Society (BRLPS) for an amount of **INR 42,00,000/- (INR Forty-Two Lakh Rupees Only)**. The Bank guarantee shall be as per proforma at "**Appendix: C**" and remain valid for a period, which is six months beyond the date of expiry of the contract. The performance security should be submitted before signing the agreement.
- 10.2. If the firm/ contractor violates any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the BRLPS and the contract may also be cancelled.
- 10.3. The BRLPS will release the Performance Security without any interest to the Agency/ contractor on successful completion of contractual obligations.

11. Termination of Contract

- 11.1. Any bidder found to be involved in fraudulent practices (misrepresentation or omission of facts or suppression/hiding of facts or disclosure of incomplete facts), in order to secure eligibility to the bidding process during the submission of bid or after release of Letter of Intent (LoI) or agreement formalization, shall be liable for punitive action amounting to blacklisting of the bidder, including the forfeiture of concerned EMD (Bid Security) or Performance Security (as applicable).

- 11.2. The BRLPS, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the Service Provider, terminate the contract in whole or in part, if the Service Provider fails to perform services as specified in the present contract read with the terms of the contract agreement or any other contractual obligations within the time period specified in the contract or for any breach of the contract, the performance security may be forfeited and other suitable action may also be taken against the service provider.
- 11.3. Unless otherwise instructed by the BRLPS, the Service Provider shall continue to perform the contract to the extent not terminated.

12. Termination for Insolvency

If the Service Provider becomes bankrupt or otherwise insolvent, it will inform to the BRLPS with the 30 days' written notice to terminate the contract. The BRLPS reserves the right to terminate, without any compensation, whatsoever, to the Service Provider, and BRLPS may forfeit the performance security.

13. Termination by Mutual Consent

In the event, the BRLPS and the Service Provider mutually agrees to terminate the contract, either party shall give 30 days' written notice to the other party and after the consent of both party's agreement may be terminated without any Legal or Financial Obligation on any Party to the contract.

14. Force Majeure

- 14.1. Notwithstanding the provisions contained in Clauses 13 and 14 the Service Provider shall not be liable for imposition of any such sanction so long the delay and/or failure of the Service Provider in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 14.2. For purposes of this clause, Force Majeure means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include and will not be limited to wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

- 14.3. If a Force Majeure situation arises, the Service Provider shall promptly notify the BRLPS in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the BRLPS in writing, the Agency shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 14.4. In case due to a Force Majeure event the BRLPS is unable to fulfil its contractual commitment and responsibility, the BRLPS will notify the Service Provider accordingly and subsequent actions taken on similar lines described in above sub-paragraphs

15. Notices

Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by e-mail or facsimile or post. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

16. Resolution of disputes

- 16.1. Any dispute or difference or claim arising out of or in relation to this Agreement, will be settled by reaching a mutual understanding between the parties.
- 16.2. If any further dispute arises between the parties thereupon, the same will be settled as per the existing law of land through the competent court of law under the territorial jurisdiction of Patna Courts only.

17. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

18. Other Terms & Conditions

- 18.1. The service provider shall maintain confidentiality of all the data collected during the process, and shall make adequate arrangements for security on their own cost.

Chief Executive Officer cum Mission Director
Bihar Rural Livelihoods Promotion Society

FORWARDING LETTER FOR TECHNICAL BID

(To be submitted by all tenderers / bidders in their letter head)

To,
The Chief Executive Officer cum Mission Director
Bihar Rural Livelihoods Promotion Society,
Patna Bihar.

Sub: Bid for Hiring of Data Centre Services for Bihar Rural Livelihoods Promotion Society
(JEEViKA)

Sir,

We are submitting, herewith our bid for Hiring of Data Centre Services for Bihar Rural Livelihoods Promotion Society (JEEViKA) as per the terms defined in the bid document.

We agree to accept all the terms and condition stipulated in your bid document.

Enclosures:

- 1.
- 2.
- 3.

Signature of the Bidder/agency.....
Seal of the Bidder/agency

AUTHORIZATION LETTER FOR SIGNING OF PROPOSAL

(On Non – judicial stamp paper of Rs. 100/- attested by notary public)POWER OF ATTORNEY

Know all men by these present, we _____(*name and address of the registered office of the Single Entity*) do hereby constitute, appoint and authorize Mr. / Ms. ___R/o___(*name and address of residence*) who is presently employed with us and holding the position of _____ as our authorized representative, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to the bid of the firm/ organization, _____ for “**Providing Data Centre Services for Bihar Rural Livelihoods Promotion Society (BRLPS)**” (the “**Project**”), including signing and submission of all documents and providing information / responses to the Bihar Rural Livelihoods Promotion Society (BRLPS), representing us in all matters in connection with our bid 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. Dated this the.....day of 2023.

For
(Name, Designation and address)

Accepted
..... (Signature)
(Name , title and address of the Attorney)

Date:

Note:

- (i) The mode of execution of the Power of Attorney (PoA) should be in accordance with the procedure, if any, laid down, by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- (ii) In case, an authorized director of the bidder/ agency signs the bid, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney (PoA)

PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.:

Date:

To,
The Chief Executive Officer cum Mission
Director, Bihar Rural Livelihoods Promotion
Society,
Patna.

Dear Sir,

WHEREAS.....(Name and address of the Service
Provider) (Hereinafter called "the Service provider" has undertaken, in pursuance of Lol vide
Letter No

..... date
d

..... (Herein after "the contract") for providing 'Data Center Services for the Bihar Rural
Livelihoods Promotion Society (BRLPS)'.
.....

AND WHEREAS it has been stipulated in the said contract that the service provider shall furnish a
Bank Guarantee ("the Guarantee") from a scheduled bank for the project/ performance of the "Data
Center Services for the Bihar Rural Livelihoods Promotion Society (BRLPS)", as per the contract.
WHEREAS we ("the bank", which expression shall be deemed to include its successors and
permitted assigns) have agreed to give the Bihar Rural Livelihoods Promotion Society (BRLPS) the
Guarantee:

THEREFORE, the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of Rs.....(as applicable), to the Bihar Rural Livelihoods Promotion Society, Bihar (BRLPS), under the terms of the contract, on account of full or partial non-performance /non-implementation and/or delayed or defective performance/ implementation. Provided, however, that the maximum liability of the Bank towards BRLPS, under this Guarantee shall not, under any circumstances, exceed the aggregate.
2. In pursuance of the Guarantee, the Bank shall, immediately upon the receipt of a written notice from BRLPS, stating full or partial non-implementation and/or delayed and/or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to BRLPS all sums demanded by BRLPS under the said demand notice, subject to the maximum limits specified in BG. A notice from BRLPS to the Bank shall be sent by Registered Post at the following address: Attention Mr.....(Mention the official address of the bidder).
3. The Guarantee shall come into effect immediately upon execution and shall remain in force for a period
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged or otherwise affected by:
 - a. Any change or amendment to the terms and conditions of the contract or the execution of any further contracts/Agreements
 - b. Any breach or non-compliance by the bidder with any of the terms and conditions of any contracts/credit arrangement, present or future, between the bidder and the bank.

5. The Bank also agrees that the BRLPS at its option, shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against agency and notwithstanding any security or other guarantee that BRLPS may have in relation to the bidder's liabilities.
6. The Bank shall not be released of its obligations under these presents by reasons of any act of omission or commission on the part of the BRLPS or any other indulgence shown by BRLPS or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.
7. This guarantee shall be governed by the laws of India and only the courts of Patna, shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Date this the Day of 2023.

Witness

1: Name:

(Signatur

e)

Witness

2: Name:

(Signatur

e)

DECLARATION BY BIDDER

Format for Affidavit certifying that Entity/Promoter(s) / Director(s)/Members of Entity are not Blacklisted (On a Stamp Paper of INR 100/-)

Affidavit

I, M/s. , (the names and addresses of the registered office) hereby certify and confirm that

we or any of our promoter(s) / director(s) are not blacklisted/banned/convicted by any court of law for any criminal or civil offences/declared ineligible by the Bihar Rural Livelihoods Promotion Society or any other entity of GoB or any entity of state government or Govt. of India, or any local self-government body or public undertaking in India for participating in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reasons, as on the date of submission of the bid documents.

And that we are hereby, declaring all ongoing litigations where our promoter(s)/director(s) are involved in with any government agency/state/central department/PSU, and as mentioned below:

- 1.
- 2.
- 3.
- 4.

We further confirm that we are aware that, our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered at any stage of the Bidding Process or thereafter during the contract period and the amounts paid till date shall stand forfeited without further intimation.

Dated this..... Day of, 2023

Name of the Bidder/ Agency.....

Signature of the Authorized Person:

Name of the Authorized Person:

Designation of the Authorized Person:

PARTICULARS OF THE BIDDER’S ORGANISATION

(To be submitted by all tenderers / bidders)

1. Name :
2. Registered Address
3. Phone/Fax/Mail id
4. Company Registration Details :
5. Address of the office of Services Provider in the State, if any :

Year	Client Name & Project Overview	Project Duration & activities	No. of servers provided	No. of contract successfully completed	Contact Point (Name and Contact number)	Page No
2019						
2020						
2021						
2022						

6. Brief write-up about the firm / company. (use extra sheet if necessary)

Signature of Bidders

Date:

Place:

Name

Office Seal