



Bhubaneswar Smart City Limited

Block-1, 5th Floor, BMC- Bhawani Mall, Saheed Nagar, Bhubaneswar- 751007

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No. 3714 /BSCL/33/2021

Date: 08 /10/2021

Request for Proposal (RFP) for Leasing of Dark Fibres on BSCL's Fibre Optic Network to Licensed Telecommunication Service Providers.

M/s. Bhubaneswar Smart City Limited (BSCL), Bhubaneswar invites sealed proposals from registered **Licensed Telecommunication Service Providers** for **Leasing of Dark Fibres on BSCL's Fibre Optic Network**. The details of Terms of Reference (ToR) can be downloaded from the website of BSCL i.e. www.smartcitybhubaneswar.gov.in. Interested agencies may submit their proposal in a sealed cover super-scribing as "**Leasing of Dark Fibres on BSCL's Fibre Optic Network to Licensed Telecommunication Service Providers.**" with advertisement number and Date to the General Manager (Admin), Bhubaneswar Smart City Limited, 5th Floor, Block-1, BMC Bhawani Mall, Saheed Nagar, Bhubaneswar-751007 through Speed Post / Registered Post / Courier services only, which should reach on or before **3.00 P.M on 03.11.2021** positively and the same will be opened at 3.30 PM on the same day. Proposal received after the due date and time shall be rejected. The undersigned reserves the right to reject any or all the tender without assigning any reason thereof. For any queries you can reach through email : bbsr.bscl@gmail.com or Telephone: 0674-2548428 / 2540811.

By order of Managing Director and CEO

**General Manager
Bhubaneswar Smart City Limited.**



BHUBANESWAR SMART CITY LIMITED (BSCL)

REQUEST FOR PROPOSAL

LEASING OF DARK FIBERS ON BSCL's FIBER OPTIC NETWORK TO LICENSED TELECOMMUNICATION SERVICE PROVIDER(S)

RFP No.: 3713

RFP Issued on 08.10.2021

Issued by:

Bhubaneswar Smart City Limited (BSCL)

Block-1, 5th Floor,

BMC-Bhawani Mall, Saheed Nagar,

Bhubaneswar – 751007, Odisha

Website: <https://www.smartcitybhubaneswar.gov.in/>

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DISCLAIMER

The information contained in this **Request for Proposal** document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Bhubaneswar Smart City Limited (herein after referred to as “**BSCL**” or the “**Authority**”) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is neither an offer nor invitation by the BSCL to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their bids for qualification pursuant to this RFP (the “**Bid**”). This RFP document does not purport to contain all the information that each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the BSCL and its employees or advisors to consider the objectives, technical expertise, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The BSCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The BSCL its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this bid stage.

BSCL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP document.

BSCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP document.

The issue of this RFP document does not imply that the BSCL is bound to select a Bidder or to appoint the Successful Bidder (Lessee), as the case may be, for the Project and the BSCL reserves the right to reject all or any of the Proposals without assigning any reason whatsoever.

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

SECTION – 1: INTRODUCTION

1.1. BACKGROUND

- 1.1.1. Government of Odisha vide Notification No. 4741 dated 23/02/2016 constituted a Special Purpose Vehicle (SPV) company named “Bhubaneswar Smart City Limited” (the “**BSCL**” or “**Authority**”) for implementation of Smart City Proposal of Bhubaneswar selected under Smart City Mission programme. Bhubaneswar Smart City Limited (BSCL) is the nodal agency to plan, implement, manage, and operate the Smart City Development Projects in the city.
- 1.1.2. Bhubaneswar Smart City Limited (BSCL) is also registered as Infrastructure provider category – I (IP-1) license with department of Telecommunication, Ministry of Communication, Govt. of India bearing Registration Certificate No. 1036/2020 Dated: 19/02/2020 to establish and maintain the assets such as dark fibers, right of way, duct space & tower for the purpose to grant on lease basis to the licensees of telecom services licensed under Section – 4 of the Indian Telegraph Act, 1885 on mutually agreed terms and conditions.
- 1.1.3. BSCL has laid approx. 448 kms of 144 cores underground Optical Fiber Cables (OFC) in the city of Bhubaneswar.
- 1.1.4. BSCL plans to lease out spare **dark fiber pairs** on its existing OFC network complying with the specification as per ITU- T recommendations G-652 working at 1310 nm/1550nm. BSCL may provide space for placement of equipment, power supply etc. as per demand of the Lessee and availability & feasibility of space.
- 1.1.5. In this reference, BSCL invites the Bid, through this RFP Document, from the interested eligible licensed Telecommunication Service Providers under Section – 4 of the Indian Telegraph Act, 1885 (the “**Bidders**”) for expansion of their business by availing spare Dark Fibers on BSCL's Fiber Optic Network on lease basis for a period of 5 years with an extension provision of another 10 years based on mutually agreed terms and conditions. The map of core and distribution link is placed at Annexure – I.

Project	Lease Period	Total KM (Approx.)	Total no. of cores available for leasing	Total no. of dark fiber pairs available for leasing
Leasing of Dark Fibers on BSCL's Fiber Optic Network to Licensed Telecommunication Service Providers	5 years	448 KM (Distribution Link – 336KM) (Core Link – 112KM)	120 Cores	60 pairs

- 1.1.6. BSCL invites bids from interested and eligible parties to pre-qualify and short list suitable Bidders whose financial bids shall be eligible for opening, for awarding the project through an open competitive bidding process in accordance with the procedure set out herein.
- 1.1.7. The Selected Bidder shall enter into the Lease Agreement (the “**Lease Agreement**”) with the BSCL in the form and terms & conditions as provided by the BSCL.
- 1.1.8. With regards to the Project Site, the dark fiber will be leased to the Successful Bidder (the “**Lessee**”) for a period of 5 years from the date of signing of the Lease Agreement with an extension provision of another 10 years based on mutually agreed terms and conditions.
- 1.1.9. At the end of the Lease Period by efflux of time or premature termination for any reason whatsoever, all rights given under the Lease Agreement shall cease to have effect including its rights over the subject site and the entire project site including the assets (both movable and immovable, which were provided by the BSCL), thereof shall transfer back to BSCL as per the provisions of the Lease Agreement. All the movable and immovable assets attached to the project/ project site shall be transferred to the BSCL without any obligation on BSCL to pay or adjust any consideration or other payment to the Lessee. The Lease Agreement does not create any property rights in favour of the Lessee and the property at all times belongs to BSCL.
- 1.1.10. Bidders are required to carry out their own due diligence for the potential revenue generated from the leased dark fibers. BSCL shall not take any kind of responsibility whatsoever for the generation of revenue from the aforesaid sources.
- 1.1.11. The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner and obligations of the Lessee set forth in the Lease Agreement or the BSCL's rights to amend, alter, change, supplement or clarify the SoW, the Lease to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by BSCL.
- 1.1.12. BSCL shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by BSCL pursuant to this RFP, as modified, altered, amended and clarified from time to time by the BSCL (collectively the “**Bidding Documents**”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date as specified in [Clause 1.3](#) for submission of Bids (the “**Bid Due Date**”).

1.2. BRIEF DESCRIPTION OF BIDDING PROCESS

- 1.2.1. The BSCL has adopted a single Stage bidding process (collectively referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. The selection process involves technical qualification of interested Bidders in accordance with the provisions of the RFP document. The BSCL shall open the financial bids of the technically qualified Bidders only.
- 1.2.2. The Bidder shall pay to the BSCL a non-refundable sum of Rs. 23,600/- (Rupees Twenty-Three Thousand Six Hundred Only) inclusive of GST as the cost of the RFP document. The remittance shall be made in the form of a Demand Draft in favour of "Bhubaneswar Smart City Limited, payable at Bhubaneswar". The RFP Document can be downloaded from the website of the BSCL <https://www.smartcitybhubaneswar.gov.in/>.
- 1.2.3. The bid shall be valid for a period of not less than 180 (One Hundred and Eighty) days from the Bid Due Date.
- 1.2.4. The Bidding Documents include the Request for Proposal (RFP) for the project. Subject to the provisions of Clause 2.9 & 2.10, any Corrigendum or Addenda issued subsequent to this RFP Document and/or the Lease Agreement, but before the Bid Due Date, will be deemed to form part of the Bidding Documents.
- 1.2.5. A Bidder is required to deposit, along with its Bid, a Bid Security Declaration in the format as provided in Annexure - (the "**Bid Security Declaration**") in lieu of Bid Security/ Earnest Money Deposit. The Bid shall be summarily rejected if it is not accompanied by the Bid Security Declaration.
- 1.2.6. During, the bid stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective bid for award and implementation of the project.
- 1.2.7. Bids are invited for the project on the basis of lease rental payable to BSCL per pair per km per annum for the dark fiber. The project will be awarded to the Bidder (the "**Successful/ Highest Bidder**") quoting the highest lease value to be paid to the BSCL above the minimum accepted value (base price) of Rs 10,000/- per pair per km per annum.
- 1.2.8. Any queries or request for additional information concerning this RFP shall be submitted in writing or by email on bbsr.bscl@gmail.com to the General Manager, Bhubaneswar Smart City Limited, Block – I, 5th Floor, BMC Bhawani Mall, Saheed Nagar, Bhubaneswar –

751007, Odisha. No query violating the Schedule of Bidding Process will be responded to or entertained.

1.3. SCHEDULE OF BIDDING PROCESS

1.	RFP Name	Leasing of Dark Fibers on BSCL's Fiber Optic Network to Licensed Telecommunication Service Providers
2.	Mode of Submission	Hard Copy
3.	Tender Document Cost (Non-Refundable)	Rs 20,000/- + 18% GST i.e. Rs 23,600/- to be submitted in the form of Demand Draft issued by any Scheduled Commercial Bank in India in favor of "Bhubaneswar Smart City Limited" payable at Bhubaneswar
4.	Availability of Tender Document on website	From 09/10/2021 to 03/11/2021 up to 17:00 Hours on website https://www.smartcitybhubaneswar.gov.in/
5.	Last date for receiving queries	25/10/2021 up to 17:00 Hours in writing or by email on bbsr.bscl@gmail.com to the General Manager, Bhubaneswar Smart City Limited, Block – I, 5 th Floor, BMC Bhawani Mall, Saheed Nagar, Bhubaneswar – 751007, Odisha
6.	Pre-bid Meeting	26/10/2021 at 15:00 Hours at BSCL Office or online through Video Conferencing (Details will be provided later on the portal).
7.	Last date and time for submission of bid (Bid Due Date)	03/11/2021 up to 15:00 Hours at the office of BSCL, Bhubaneswar
8.	Date and time of opening of Technical Bid	03/11/2021 at 15:30 Hours at the office of BSCL
9.	Date and time of opening of Financial Bids	Will be intimated to the Technically qualified bidders
10.	Validity of Bid	180 days of Bid Due Date
11.	Issuance of Letter of Award (LOA)	Will be given on a date and time as intimated by BSCL to the successful bidder
12.	Submission of Performance Security	Within 30 days from the date of issuance of Letter of Award
13.	Signing of Lease Agreement	Within 45 days from the date of issuance of Letter of Award

Note:

- 1) If any date specified herein is a holiday, then the next working day will be the applicable date for the proposed event and the time will remain the same.

- 2) The Schedule indicated above is tentative and BSCL may change any or the entire schedule under intimation to all bidders.

SECTION – 2: INSTRUCTIONS TO BIDDERS

A. GENERAL

2.1. GENERAL TERMS OF BIDDING

- 2.1.1. No Bidder shall submit more than one Bid for the Project. A Bidder bidding individually shall not be entitled to submit another bid.
- 2.1.2. Unless the context otherwise requires, the terms not defined in this RFP, but defined in the Request for Proposal document for the Project (the “RFP”) shall have the meaning assigned thereto in the RFP.
- 2.1.3. This RFP is being provided only as preliminary reference document by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the project before submitting their Bids. Nothing contained in the RFP shall be binding on the BSCL nor confer any right on the Bidders, and the BSCL shall have no liability whatsoever in relation to or arising out of any or all contents of the RFP.
- 2.1.4. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Lease Agreement shall have overriding effect, provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Lease Agreement.
- 2.1.5. The financial Bid should be furnished in the format at Appendix – VI, clearly indicating the bid amount in both figures and words, in Indian Rupees, and signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account. The Technical proposal shall be submitted in the format at Appendix-I to V.
- 2.1.6. The Financial Bid shall consist of lease value to be quoted by the Bidder which shall be payable to the BSCL as per the terms and conditions of this RFP and the provisions of the Lease Agreement.
- 2.1.7. The Bidder shall submit a Bid Security Declaration in accordance with the provisions of this RFP as per format at Appendix–V.
- 2.1.8. The Bidder should submit a Power of Attorney as per the format at Appendix–II, authorizing the signatory of the Bid to commit the Bidder.

- 2.1.9. Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.10. The Bid and all communications in relation to or concerning the Bidding Documents shall be in English language. Any printed literature furnished by the Bidder written in another language must be accompanied by its translation in the English language duly authenticated by the Bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 2.1.11. The documents including this RFP and all attached documents, provided by the BSCL are and shall remain the property of the BSCL and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as **strictly confidential** and shall not use it for any purpose other than for preparation and submission of their Bid. The BSCL will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.12. A Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the BSCL shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the BSCL and not by way of penalty for, inter alia, the time, cost and effort of the BSCL, including consideration of such Bidder's proposal (the “**Damages**”), without prejudice to any other right or remedy that may be available to the BSCL under the Bidding Documents and/ or the Lease Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:
- (i) a constituent of such Bidder is also a constituent of another Bidder; or
 - (ii) such Bidder, its Member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its Member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
 - (iii) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - (iv) such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or

- (v) Such Bidder or any Associate thereof has participated as a consultant to the BSCL in the preparation of any documents, design or technical specifications of the Project.

Explanation:

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law

- 2.1.13. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the BSCL in relation to the Project is engaged by the Bidder, its Members or any Associate thereof, as the case may be, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Lease Agreement. In the event any such adviser is engaged by the Selected Bidder, after issue of the LOA or execution of the Lease Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Lease Agreement and without prejudice to any other right or remedy of the BSCL, including the forfeiture and appropriation of the Performance Security, as the case may be, which the BSCL may have thereunder or otherwise, the LOA or the Lease Agreement, as the case may be, shall be liable to be terminated without the BSCL being liable in any manner whatsoever to the Selected Bidder for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the project. Nor will this disqualification apply where such adviser is engaged after a period of 1 (One) year from the date of signing of Lease Agreement.
- 2.1.14. This RFP is not transferable.
- 2.1.15. Any award of agreement pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.16. BSCL, its employee and advisors would treat the bids and supporting information submitted by the bidders in a reciprocating confidentiality and would use it for the purpose of this bidding process alone. However, if the information / document submitted by the bidder is needed to be re-produced under any statutory provision, such as Right to Information or litigations, BSCL would do so, with an information to the Bidder and any expenses related to the same would be charged to the bidder.

2.2. ELIGIBILITY OF BIDDERS

2.2.1. Joint Venture (JV)/ Consortium not allowed.

2.2.2. A Bidder should not have a Conflict of Interest.

2.2.3. For determining the eligibility of Bidders, the following shall apply:

S.N.	Eligibility Criteria	Required Document
i)	The Bidder must be a partnership firm, proprietorship firm, registered society/ registered co-operative society, public limited company or private limited company registered under relevant act/s in India	Valid Incorporation Certificate/ Registration Certificate & PAN Card
ii)	The Bidder firm should be a Telecom Service Provider or a Registered Telecom Infrastructure Provider (IP-1 Licensee) or Internet Service Provider (ISP Licensee) duly licensed/ authorised by the Department of Telecom, Govt of India for this purpose.	Valid document(s) issued by Department of Telecom
iii)	The Bidder should have been in operation in India for at least 5 years prior to date of publishing of bid.	Copy of Work Order/ Contract Agreement
iv)	The Bidder should have valid Goods and Services Tax (GST) Registration	GST Registration Certificate
v)	The Bidder should have an average annual turnover of Rs10,00,00,000/- (Rupees Ten Crores Only) in the last 3 financial years. Further, the bidder should have a positive Net Worth.	Turnover Certificate duly certified from the Statutory Auditor/ Chartered Accountant along with ITR, Balance sheet and Profit & Loss Statement to be submitted
vi)	Bidder should neither be a blacklisted firm nor should its contracts been terminated / foreclosed by any government / company / department / organisation in last 3 years prior to the date of issue of this RFP.	An undertaking to this effect signed by authorised signatory of the bidder to be submitted

2.3. NUMBER OF BIDS AND COST THEREOF

2.3.1. No Bidder shall submit more than one Bid for the Project. A Bidder applying individually shall not be entitled to submit another Bid.

2.3.2. The Bidders shall be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding Process. BSCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.4. SITE VISIT AND VERIFICATION OF INFORMATION

2.4.1. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, access to site, applicable laws and regulations, and any other matter considered relevant by them.

2.4.2. It shall be deemed that by submitting a Bid, the Bidder has:

- a) made a complete and careful examination of the Bidding Documents;
- b) received all relevant information requested from the BSCL;
- c) accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the BSCL relating to any of the matters referred to in Clause 2.4.1. above;
- d) satisfied itself about all matters, things and information including matters referred to in Clause 2.4.1. hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations there under;
- e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.4.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the BSCL, or a ground for termination of the Lease Agreement by the Lessee;
- f) acknowledged that it does not have a Conflict of Interest; and
- g) agreed to be bound by the undertakings provided by it under and in terms hereof.

2.4.3. BSCL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the BSCL.

2.5. VERIFICATION AND DISQUALIFICATION

2.5.1. The BSCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the BSCL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the BSCL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the BSCL thereunder.

2.5.2. The BSCL reserves the right to reject any Bid, if:

- a) at any time, a material misrepresentation is made or uncovered, or

- b) the Bidder does not provide, within the time specified by the BSCL, the supplemental information sought by the BSCL for evaluation of the Bid.
- 2.5.3. In case it is found during the evaluation or at any time before signing of the Lease Agreement or after its execution and during the period of subsistence thereof, including the Lease thereby granted by the BSCL, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Lessee either by issue of the LOA or entering into of the Lease Agreement, and if the Successful Bidder has already been issued the LOA or has entered into the Lease Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the BSCL to the Successful Bidder or the Lessee, as the case may be, without the BSCL being liable in any manner whatsoever to the Successful Bidder or Lessee. In such an event, the BSCL shall be entitled to forfeit and appropriate the Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the BSCL under the Bidding Documents and/ or the Lease Agreement, or otherwise.

B. DOCUMENTS

2.6. CONTENTS OF THE RFP

- 2.6.1. This RFP comprises Disclaimer, Glossary set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Sections

- Section – 1: Introduction
- Section – 2: Instructions to Bidders
- Section – 3: Evaluation of Bids
- Section – 4: Fraud and Corrupt Practices
- Section – 5: Pre-bid Conference
- Section – 6: Miscellaneous
- Section – 7: Project Details and Conditions

Appendices

- I. Letter Comprising the Bid
- II. Power of Attorney for Signing of Bid
- III. Affidavit
- IV. Undertaking from the Bidder
- V. Bid Security Declaration Form
- VI. Financial Bid Form

2.7. CLARIFICATIONS

- 2.7.1. Bidders requiring any clarification on the RFP may notify the BSCL in writing or by email. They should send in their queries before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. BSCL shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. All the clarifications will be published online on the website www.smartcitybhubaneswar.gov.in without identifying the source of queries.

The queries must be submitted in the following format only:

RFP Name:			
Subject: Request for Clarification			
Name and Address of the Organization submitting query:			
Name and Position of Person submitting query:			
Contact details of the Organization / Authorized Representative:			
Tel:			
Mobile:			
Fax:			
Email:			
S.No.	RFP Clause No. / Page No.	Content of RFP requiring clarification	Points of clarification required
1.			
2.			
3.			

- 2.7.2. The BSCL shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the BSCL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring the BSCL to respond to any question or to provide any clarification.
- 2.7.3. The BSCL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the BSCL shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by the BSCL or its employees or representatives shall not in any way or manner be binding on the BSCL.

2.8. AMENDMENT OF RFP

- 2.8.1. At any time prior to the Bid Due Date, the BSCL may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP by the issuance of Addendum or a Corrigendum.

- 2.8.2. Any Addendum or a Corrigendum thus issued will be a part of the RFP and shall be published online on the BSCL website www.smartcitybhubaneswar.gov.in. BSCL will assume no responsibility for receipt of the Addendum and Corrigendum.
- 2.8.3. In order to accord the Bidders a reasonable time for taking an Addendum or a Corrigendum into account, or for any other reason, the BSCL may, in its sole discretion, extend the Bid Due Date.

C. PREPARATION AND SUBMISSION OF BIDS

2.9. FORMAT AND SIGNING OF BID

- 2.9.1. The Bidder shall provide all the information sought under this RFP. The BSCL will evaluate only those Bids that are received in the required formats and complete in all respects.
- 2.9.2. The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the Authorized signatory of the bidder.
- 2.9.3. The language of the bid and related documents and correspondence shall be in English.
- 2.9.4. The currency for the purpose of the Bid shall be Indian Rupees.
- 2.9.5. While preparing the Proposals, the Bidders are expected to examine the RFP document in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 2.9.6. The pages of each part of the Bid shall be clearly numbered and stamped and the contents duly indexed. The Bid should not include any loose papers other than Tender Document Cost.

2.10. SEALING AND MARKING OF BID

- 2.10.1. The Bidder Proposal will consist of three (3) parts:
- a) **Envelope – 1: “Tender Document Cost”** of the required value and in approved format. If the Tender Document cost is found proper, then only technical, and financial proposal will be entertained.

- b) **Envelope – 2: “Technical Proposal”** shall submit in the format, together with the documents specified below:
- i. Appendix – I: Letter comprising the bid along with Annexes and supporting documents
 - ii. Appendix – II: Power of Attorney for signing the Bid
 - iii. Appendix – III: Affidavit
 - iv. Appendix – IV: Undertaking
 - v. Appendix – V: Bid Security Declaration Form
- c) **Envelope – 3: “Financial Proposal”** in the format as provided in Appendix – VI of the RFP document.
- 2.10.2. All the three envelopes should be sealed and marked separately. If the Financial Proposal is enclosed in the envelope marked ‘Technical Proposal’, and vice versa, or is not sealed, the Proposal will be rejected.
- 2.10.3. The three envelopes containing the Tender Document Cost (Envelope 1), Technical Proposal (Envelope 2) and Financial Proposal (Envelope 3) shall be put together in an outer envelope.
- 2.10.4. This outer envelope shall be properly sealed and signed, and be clearly labeled with:
- i. Title of the Project
 - ii. RFP No.
 - iii. Deadline for Submission (Bid Due Date)
 - iv. Name and Address of the Bidder
 - v. On outer envelope containing three envelopes: ‘DO NOT OPEN EXCEPT IN THE PRESENCE OF THE EVALUATION COMMITTEE.
 - vi. On inner envelopes containing the Technical proposal: DO NOT OPEN BEFORE 15:30 Hours on .../.../2021 and;
 - vii. On inner envelopes containing the Financial Proposal: ‘DO NOT OPEN UNTIL THE OPENING OF FINANCIAL PROPOSALS’.
- 2.10.5. If the envelope is not sealed and marked as instructed above, the BSCL assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.

2.11. BID DUE DATE

- 2.11.1. The Bids in the prescribed form as mentioned above must be delivered and received at the address mentioned below on or before the scheduled date and time of submission of bid as stated in the schedule of bidding process. Bids submitted by fax transmission /e-mail shall not be accepted.

Chief Executive Officer
Bhubaneswar Smart City Limited (BSCL)
Block-1, 5th Floor,
BMC-Bhawani Mall, Saheed Nagar,
Bhubaneswar – 751007, Odisha

2.11.2. Proposals received without Tender Document Cost and valid Bid Security Declaration form will be rejected.

2.11.3. BSCL may, in exceptional circumstances and its sole discretion, extend the Bid Due Date by issuing an Addendum uniformly for all bidders only on its website [BSCL :: Bhubaneswar Smart City Limited \(smartcitybhubaneswar.gov.in\)](http://BSCL :: Bhubaneswar Smart City Limited (smartcitybhubaneswar.gov.in)).

2.12. LATE BIDS

Bids received by the BSCL after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.

2.13. CONTENTS OF THE FINANCIAL BID

2.13.1. The Financial Bid shall be furnished in the format at Appendix – VI and shall consist of lease value to be quoted by the Bidder on per pair per km per annum basis.

Lease Value = Rate Quoted by Bidder per pair per km per annum

2.13.2. The bidder is free to quote any value subject to a Minimum Acceptable value (base price) of INR 10,000 per pair per km per annum. The details of dark fibers available for leasing are:

- Number of pairs - 60 pairs
- Number of kms – approx. 448 km.

2.13.3. The project will be awarded to the Bidder quoting the highest lease value for all the pairs and kms. However, in case the highest bidder (H1) has not bid for all available dark fiber then the second highest bidder (H2) shall be given chance/ priority for leasing of left out dark fibers on the rate accepted for highest bidder (H1). Similar offer shall be made to next higher bidder in the order of their rank till all the dark fibers are leased out.

2.13.4. The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.

2.14. MODIFICATIONS/ SUBSTITUTION/ WITHDRAWAL OF BID

2.14.1. The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the BSCL prior

to Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.14.2. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the BSCL, shall be disregarded.

2.14.3. The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered to the BSCL with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.15. RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

2.15.1. Notwithstanding anything contained in this RFP, the BSCL reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefore. In the event that the BSCL rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.15.2. BSCL reserves the right to reject any Bid and/ or Tender if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Bidder does not provide, within the time specified by the BSCL, the supplemental information sought by the BSCL for evaluation of the Bid.

2.15.3. In case it is found during the evaluation or at any time before signing of the Lease Agreement or after its execution and during the period of subsistence thereof, including the lease thereby granted by the BSCL, that one or more of the pre-qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Lessee either by issue of the LOA or entering into of the Lease Agreement, and if the Bidder has already been issued the LOA or has entered into the Lease Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the BSCL to the Bidder, without the BSCL being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the BSCL may have under this RFP, the Bidding Documents, the Lease Agreement or under applicable law.

2.15.4. The BSCL reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the BSCL shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the BSCL there under.

2.16. VALIDITY OF BIDS

The bids shall be valid for a period of **180 (One Hundred and Eighty) days** from the Bid Due Date.

In exceptional circumstances, prior to expiry of the original bid validity period, the BSCL may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing.

2.17. CONFIDENTIALITY

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the BSCL in relation to or matters arising out of, or concerning the Bidding Process. The BSCL will treat all information, submitted as part of the Bid, in confidence and would require all those who have access to such material to treat the same in confidence. The BSCL may not divulge any such information unless it is ordered to do so by any Statutory Entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the BSCL.

2.18. CORRESPONDENCE WITH THE BIDDER

The BSCL shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.19. ACKNOWLEDGEMENT BY THE BIDDER

2.19.1. It would be deemed that by submitting the Bid, the Bidder has:

- a) Made a complete and careful examination of the RFP document;
- b) Received all relevant information requested from the BSCL;
- c) Accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the BSCL relating to any of the matters referred to in Clause 2.4 above;
- d) agreed to be bound by the undertakings provided by it under and in terms hereof; and
- e) Independently verified all information received from the BSCL.

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

2.19.3. The BSCL shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

D. BID SECURITY

2.20. BID SECURITY

- 2.20.1. The Bidder shall furnish as a part of its Bid, a Bid Security Declaration form in lieu of Bid Security/ Earnest Money Deposit in the format provided at Appendix – V.
- 2.20.2. Any Bid not accompanied by the Bid Security Declaration Form shall be rejected by the BSCL as non-responsive.

2.21. INTEREST FREE SECURITY DEPOSIT

- 2.21.1. The selected bidder shall, for the performance of its obligations as defined hereunder shall prior to the date of execution of lease agreement, provide to BSCL, an interest free irrevocable and unconditional guarantee from a Bank for a sum equivalent to **3% of the total lease value** (the “**Security Deposit**”) issued in favor of Bhubaneswar Smart City Limited drawn from any Scheduled Commercial bank in India for a period of 5 years

$$\text{Total Lease Value} = \text{Lease Value quoted by Bidder} * \text{Number of pairs} * \text{Total length in KM} * 5 \text{ years}$$

- 2.21.2. The security deposit shall remain valid for entire lease contract period of 5 years and beyond 6 (six) months from the contract's expiry period.
- 2.21.3. Upon the BSCL being of the view that the selected bidder has committed any breach or default of this Agreement, BSCL shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Security Deposit as damages for such breach or default. Upon such encashment and appropriation from the Security Deposit, the selected bidder shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Security Deposit, and in case of appropriation of the entire Security Deposit provide a fresh Security Deposit, as the case may be, and the selected bidder shall, within the time so granted, replenish or furnish fresh Security Deposit as aforesaid failing which BSCL shall be entitled to terminate this Agreement and forfeit the remaining amounts of the Security Deposit, if any.
- 2.21.4. The said Security Deposit shall be returned by BSCL after the expiry of the Lease Period subject to fulfilment of all requirements by the selected bidder, to the satisfaction of BSCL and further subject to adjustment for all damages suffered by BSCL.

SECTION – 3: EVALUATION OF BIDS

3.1. OPENING OF BIDS

- 3.1.1. The bids as received shall be opened by the BSCL at the date and time as mentioned in Schedule of Bidding Process, in the presence of bidders who choose to be present. However, BSCL reserves the right to change the time of opening of bid in case of any exigency.
- 3.1.2. On opening of the main envelope, it will be checked if it contains the following documents:
 - Tender Document Cost (Envelope 1)
 - Technical Proposal (Envelope 2)
 - Financial Proposal (Envelope 3)
- 3.1.3. The Envelope 1 will be opened first and will be checked for its requisite value and format.
- 3.1.4. In case the Tender Document Cost found to be in acceptable form, then only the Qualification Proposals shall be considered and processed further.
- 3.1.5. If the Envelope 1 do not contain the Tender Document Cost, or not of required value or in acceptable form, the proposals submitted will be rejected.
- 3.1.6. All proposals containing the Envelope 1 in requisite and acceptable form, their Technical Proposals (Envelope 2) shall be opened one at a time and the following read out and recorded: the name of the Bidder; and any other details as the BSCL may consider appropriate.
- 3.1.7. Only Technical Proposals which are read out and recorded at Bid opening stage shall be considered for evaluation. No Proposal shall be rejected at the opening of Technical Proposals except for Late Bids.
- 3.1.8. A list of the Bidders or their representatives attending the opening of Bids shall be prepared and their signatures shall be obtained on the same (no signatures shall be obtained if the Bid Opening is done through Video Conferencing).
- 3.1.9. The Financial proposal shall not be opened on that day and shall be kept separately in the safe custody of the BSCL to be opened and evaluated later on as per the procedure detailed herein. The BSCL shall open Financial Bids of only those Bidders who meet the eligibility criteria specified in this RFP at such date and time as intimated by the BSCL.

3.2. TEST OF RESPONSIVENESS

- 3.2.1. Prior to evaluation of bids, BSCL shall determine whether the bid submitted by each Bidder is substantially responsive to the requirements of the RFP.
- 3.2.2. A bid shall be considered responsive only if:
- a) The bid is received by the Bid Due Date including any extension thereof;
 - b) The bid is signed, sealed and marked;
 - c) The bid is accompanied with the Tender Document Cost;
 - d) The bid is accompanied with Bid Security Declaration form;
 - e) It is accompanied by the valid Power of Attorney;
 - f) It contains all the information (complete in all respects) as requested in this RFP and/ or Bidding Documents (in formats same as those specified);
 - g) Each page of the Bid document submitted is signed and sealed by the authorized signatory of the Bidder.
 - h) It does not contain any condition or qualification; and
 - i) It is not non-responsive in terms hereof.
- 3.2.3. The BSCL reserves the right to reject any bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the BSCL in respect of such Bid.

3.3. EVALUATION OF BIDS

3.3.1. Evaluation of Technical Proposal

- 3.3.1.1. BSCL constituted "Technical Evaluation Committee" will be responsible for evaluation and of proposals received based on the responsiveness of the Bidder to the terms & conditions using the eligibility criteria as specified in this RFP.
- 3.3.1.2. If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the BSCL may, in its sole discretion, seek clarifications/ information in writing from any Bidder regarding its Bid. Any clarification submitted by a Bidder with regard to its Bid that is not in response to a request by BSCL shall not be considered.
- 3.3.1.3. In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the BSCL as incorrect or erroneous, the BSCL shall reject such claim and exclude the same from evaluation. Where any information is found to be patently false or amounting to material misrepresentation, the BSCL reserves the right to reject the Bid in accordance with the provisions of Clauses 2.15.2 and 2.15.3.

- 3.3.1.4. After the technical evaluation is completed, the BSCL will notify the Bidders whose Technical Proposals meet the eligibility criteria, indicating the date, time, and location for opening of Financial Proposals. (Bidders' attendance at the opening of Financial Proposals is optional).
- 3.3.1.5. BSCL will simultaneously notify the Bidders whose Proposals did not meet the eligibility criteria or Bidders whose Technical Proposals were considered non-responsive to the RFP requirements, indicating that their Financial Proposals will be returned unopened after completion of the selection process.
- 3.3.1.6. Bidders are advised that qualification of Bidders will be entirely at the discretion of BSCL. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 3.3.2. The BSCL reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.

3.3.3. **Evaluation of Financial Proposal**

- 3.3.3.1. The Financial Bids of only those Bidders who clear the technical evaluation stage will be evaluated. The bidders or their authorized representatives who are present to witness the Financial Bid opening shall sign an attendance sheet / register evidencing their attendance as a witness to the Financial Bid opening process. In the event of the specified date of Financial Bid opening being declared a holiday, the Financial Bids will be opened on the next working day at the same time and place or on any other day/time, as intimated by the BSCL.

3.4. **BIDDING PARAMETER**

- 3.4.1. Successful bidder shall be the bidder whose bid has been received as per the terms and conditions of this RFP and has been technically qualified meeting the eligibility criteria and has offered highest lease value.

Lease Value = Rate Quoted by Bidder per pair per km per annum

- 3.4.2. The Bidder shall specify the lease value in the Financial Bid in both numeric and alphabetical manner in the format provided for such Financial Bid in this RFP. For avoidance of doubt, it is clarified that in the event of discrepancy in the quoted lease value in numeric and alphabetical manner, the lease value quoted in alphabetical manner shall be considered.

3.5. **SELECTION OF BIDDER**

- 3.5.1. The Bidder whose Bid is adjudged as responsive in terms of Clause 3.2 and who is technically qualified and who quotes the highest lease value as defined in Clause 3.4 shall be declared as the selected Bidder (the “**Successful/ Highest Bidder**”).

- 3.5.2. The project will be awarded to the Bidder quoting the highest lease value for all the pairs and kms. However, in case the highest bidder (H1) has not bid for all available dark fiber then the second highest bidder (H2) shall be given chance/ priority for leasing of left out dark fibers on the rate accepted for highest bidder (H1). Similar offer shall be made to next higher bidder in the order of their rank till all the dark fibers are leased out.
- 3.5.3. In the event of two or more technically qualified Bidders quoting same highest amount in financial proposal for the dark fibers, BSCL may ask the tie Bidders to submit their revised Financial Proposals with the amounts quoted by them earlier as reserve price for such Financial Bid. In such case, the Bidder who amongst the tie Bidders, quotes the higher amount in the revised Financial Bid will normally be declared as the Selected Bidder for the Project. However, the confirmation of the highest Bid shall be at the sole discretion of the BSCL who does not bind itself to confirm to the highest Bid and reserves the right to reject the Bid without assigning any reasons whatsoever.
- 3.5.4. After selection, a Letter of Award (the “LOA”) shall be issued by the BSCL to the Successful Bidder and the Successful Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof.
- 3.5.5. After acknowledgement of the LOA as aforesaid by the Successful Bidder, the Interest free Security Deposit to be submitted within 30 days from the date of issue of LOA and the Contract Agreement shall be executed between BSCL and the Successful Bidder within 45 days from the date of issue of LOA. Payment of stamp duty on agreement, if any, to be executed in pursuance of this bid shall be borne by successful bidder.
- 3.5.6. After signing of agreement, submission of Interest free Security Deposit and submission of advance lease value of first quarter, dark fibers shall be handed over to selected bidder on the terms and conditions hereunder contained in this RFP document.
- 3.5.7. The Successful Bidder shall not be entitled to seek any deviation, modification or amendment in the Lease Agreement.

3.6. CONTACTS DURING BID EVALUATION

Bids shall be deemed to be under consideration immediately after they are opened and until such time the BSCL makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, the BSCL and/ or their employees/ representatives on matters related to the Bids under consideration.

SECTION – 4: FRAUD AND CORRUPT PRACTICES

- 4.1. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of LOA and during the subsistence of Lease Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA, or the Lease Agreement, the BSCL may reject a Bid, withdraw the LOA or terminate the Lease Agreement, as the case may be, if it determines that the Bidder or Lessee, as the case may be, has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the BSCL shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages without prejudice to any other right or remedy that may be available to the BSCL under the Bidding Documents and/ or the Lease Agreement, or otherwise.
- 4.2. Without prejudice to the rights of the BSCL under Clause 4.1 hereinabove and the rights and remedies which the BSCL may have under the LOA or the Lease Agreement, or otherwise if a Bidder or Lessee, as the case may be, is found by the BSCL 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 Bidding Process, or after the issue of the LOA or the execution of the Lease Agreement, such Bidder or Lessee shall not be eligible to participate in any tender or RFP issued by the BSCL and/or the Authority during a period of 2 (two) years from the date such Bidder or Lessee, as the case may be, is found by the BSCL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.3. For the purposes of this Clause 4, 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 Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BSCL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Lease Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BSCL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the RFP document, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after

the execution of the Lease Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Lease Agreement, who at any time has been or is a legal, financial or technical adviser of the BSCL in relation to any matter concerning the Project;

- b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding 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 Bidding Process;
- d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the BSCL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

SECTION – 5: PRE-BID CONFERENCE

- 4.1. Pre-Bid conference of the Bidders shall be convened at the designated date & time as mentioned in the Schedule of Bidding Process either through online mode through Video Conference or physically at the office of BSCL depending upon the situation of Covid-19 pandemic in Bhubaneswar. The address for physical holding of Pre-bid Conference is as follows:

Bhubaneswar Smart City Limited,
Block – 1, 5th Floor,
BMC Bhawani Mall, Saheed Nagar,
Bhubaneswar – 751007, Odisha

- 4.2. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 4.3. During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the BSCL. BSCL shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

SECTION – 6: MISCELLANEOUS

- 1.1. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bhubaneswar, Odisha shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.
- 1.2. The BSCL, in its discretion and without incurring any or liability, reserves the right, at any time, to:
 - a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates other terms conditions relating thereto;
 - b) consult with any Bidder in order to receive clarification or further information;
 - c) retain any information and/ or evidence submitted to the BSCL by, on behalf of, and / or in relation to any Bidder; and / or
 - d) Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 1.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the BSCL, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding process and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

SECTION – 7: PROJECT DETAILS AND CONDITIONS

7.1. PROJECT DETAILS

7.1.1. OVERVIEW

7.1.1.1. With technology being a key driver for implementation of smart city initiatives across Bhubaneswar, a robust network is one of the key foundational requirements on which future 'Smart' initiatives is designed and built. Hence, end-to-end fiber optic connectivity is envisaged as a part of this project. The fiber optic network infrastructure is capable to carry all the key services that will be implemented in due course under smart city initiatives. This dedicated fiber optic infrastructure is used for both BSCL and non-BSCL services (other government services and tenants). Ultimately, the BSCL fiber optic network is used as the underlying enabler for realizing all connectivity needs (both citizens, smart city components and sensors) to enable a digitally connected Bhubaneswar, supporting the Digital India Movement.

Key business requirements of the BSCL owned fiber optic network (BSCL Network) are:

- **Reliability and availability:** BSCL network have a high degree of reliability and availability, even in the event of failed links, equipment failure, and overloaded conditions. In addition, the failure of a single link or piece of equipment should not impact the overall network performance.
- **Scalability:** The network is scalable that can grow to include new user groups and can support new applications without impacting the level of service delivered to existing users.
- **Manageability and Sustainability:** Once designed and developed, the BSCL available network staff must be able to manage and support the network in such a way that it functions effectively and efficiently.
- **Affordability and Accessibility:** The services utilizing the BSCL network shall be priced in such a way that it is affordable and within reach of the target consumers.
- **Publically Available:** BSCL network is made publically available to encourage digital India and enhance broadband penetration.
- **Ownership:** BSCL network is an asset to the city with all ownership under the control of BSCL. It is envisaged that the end-to-end fiber optic based network will be owned by BSCL. Fiber optic infrastructure will fulfil connectivity needs of all the smart city components envisaged as part of the Project.

The end-to-end fiber optic infrastructure will be provided as per the following:

- The BSCL network infrastructure has a Primary POP with six (6) additional Secondary POP rooms that has aggregation facilities for an integrated high-speed network backbone for both BSCL and non-BSCL needs;
- These POP rooms will also be the hosting spaces for BSCL network electronics;
- A dedicated fiber optic infrastructure is provided in a ring architecture for backbone communications of the Project connecting all the POPs;
- From each of these POP facilities, there is a dedicated fiber optic infrastructure for distribution layer serving a particular zone. This distribution communications is used to provide the connectivity to BSCL field cabinets / future mini-POPs (if required to meet the project connectivity requirements). This is provided in a ring configuration.
- The last layer for communications is the access layer i.e. connectivity to every field device that is provided from the distribution network.

7.1.2. ARCHITECTURE

Backbone Architecture

The backbone is designed between Primary POP at ICOMC and all the six (6) secondary POPs in a partial mesh where all of the data that is transmitted between the POPs will take the shortest path (or least costly path). Each POP is connected to at least two (2) additional POPs for high availability, reliability and survivability of the overall backbone network. The backbone network is sized to be at 40GE and scalable in the future. In the case of a failure or break in one of the links, the data takes an alternative path to the destination. The overall backbone network connectivity is such that each link is able to meet its individual zone requirement and in addition account for redundant network switching capacity required in case of any other link failure. It should also have the provision for future growth in terms of bandwidth requirements of the network.

The backbone network connectivity between each Point of Presence and ICOMC is done through dedicated fiber strands. The cable for backbone connectivity has 144 strands single mode fiber cable. This cable is having redundant building entrances at each POP site and will terminate on redundant network switching electronics to eliminate any common points of failure for the backbone communications. All backbone electronics is sized with sufficient capacity to support the redundant and future network traffic in order to allow complete traffic rerouting on the backbone, in the event of a fiber or switch failure without impacting network performance.

Distribution Architecture

The distribution architecture is a combination of Layer 3 and Layer 2 based and is designed for 10GE ring configuration for the fiber optic network. This ring is created using a combination of redundant POPs and geographically diverse paths wherever available. The cable for backbone connectivity has 144 strands single mode fiber cable. The distribution

fiber is used to connect a particular zone from a respective POP. This zone includes mini POPs, Street Cabinets, and/or BSCL buildings.

7.1.3. TECHNICAL

7.1.3.1. BSCL is offering 60 pairs (120 cores) of Dark Fibers from the nearest manhole based on the feasibility at the appropriate location as mutually agreed between the selected bidder and BSCL.

7.1.3.2. BSCL will splice pairs of dark fiber at the mutually agreed feasible locations. Selected bidder shall make its own arrangements for extending its fiber cables to its Point of Presence (PoPs) from the mutually agreed location, if required.

7.1.3.3. BSCL will maintain the dark fibers. For maintenance purposes, BSCL responsibility shall be limited to its fiber network. Selected bidder will be solely responsible to maintain the fiber from mutually agreed termination point to its Point of Presence (PoP).

7.1.3.4. BSCL shall be entitled to a planned outage based on the criticality of the situation. Such downtime shall not be treated as part of downtime for Service Level calculations. BSCL shall give minimum 48-hour prior notice in case of any such planned outages.

7.1.3.5. Any additional number of dark fibers as and when required by selected bidder shall be provided by BSCL, subject to availability within a period of 15 days on mutually agreed location after feasibility clearance by BSCL.

7.1.3.6. All the fibers used shall comply with G652 and overall loss including the splicing loss shall be as per the following specifications:

- a) Max. attenuation @ 1550nm: $0.23\text{db/km} + 0.05\text{db} * \text{planned splice} + 0.5\text{db} * \text{no. of connector}$.
- b) Max. attenuation @ 1310nm: $0.35\text{db/km} + 0.05\text{db} * \text{planned splice} + 0.5\text{db} * \text{no. of connector}$.
- c) The distance (in KM) of the leased dark fiber route will be calculated on the basis of Optical Time Domain Reflectometer (OTDR) length.

7.1.3.7. BSCL shall provide to selected bidder dark fiber along the leased route.

7.1.4. MAINTAINANCE LEVEL FOR DARK FIBER

7.1.4.1. Maintenance levels committed

BSCL will endeavour to maintain the dark fiber provided to selected bidder for 99.50% of the time, on quarterly basis, with the exception of Force Majeure and Planned Outages.

7.1.4.2. Compensation for failure to maintain Service Level:

- a) Downtime comprising of a continuous break in service maintenance for 1 hour or more shall only be considered. Down time with durations of less than 1 hour shall be disregarded in computing the downtime. However, downtime of less than 1 hour shall not be more than 2 (two) times in a month. In the event of downtime of less than 1 hour is more than 2 (two) times in a month all downtime shall be considered as downtime.
- b) The Maintenance downtime shall be applicable only for 4 Hrs/link in a month with prior intimation to selected bidder.
- c) In the event the availability falls below 99.50%, for every decrease of 0.25% in availability of link in a quarter, a penalty of Rs 10,000/- shall be deducted from the quarterly payment by selected bidder to BSCL.

7.1.5. FAULT REPORTING MECHANISM

As the dark fiber would be used by the Lessee using their technology (Hardware and Software), hence live monitoring of the used dark fiber is not possible by BSCL operated control room.

SN	Fault Reporting Mechanism
1	BSCL will deploy 24X7 Network Operating Centre (NOC) resource to monitor Optical Fiber Backbone however, live monitoring of the used dark fiber by Lessee is not possible from BSCL operated control room
2	The Lessee has to inform the NOC team about any disruption over Formal communication as identified and agreed upon by all parties. However, the response time will start from the formal communication received.
3	Restoration is limited to the fiber optics getting leased under the contract. Any hardware / software related to Lessee is excluded. Restoration time will follow the response time as per RFP.
4	3 level of escalation mechanism deployed by BSCL for timely resolution of faults.
5	Dedicated Patroller and FRT teams will be deployed by BSCL to safeguard the Smart City Optical Fiber

7.1.6. EXCLUSIONS

SN	Type of Activities
1	Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority
2	Strike, sabotage, lockout, embargo, import restriction, shipwreck, epidemics, quarantine, and plague

SN	Type of Activities
3	Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves, or other natural or physical disaster
4	War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war
5	Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts
6	OFC Damages by 3rd Party agencies where restoration time is above 6 hrs
7	OFC Route diversion due to other utility work like, Drainage, Sewerage work and Road Expansion, etc.
8	Access issue due to property related litigation
9	Issue related to Customer premises equipment or last mile OFC issues laid by customer
10	Planned activities which exceeds more than 4hrs which will be intimated to BSCL during O&M phase.
11	Any hardware / software used/ required by Lessee
12	Any integrations with BOC control room for monitoring and reporting
13	Any failure due to reasons not attributable to BSCL

7.2. SCOPE OF WORK

- 7.2.1. The selected bidder (hereinafter referred to as “**LESSEE**”) will enter into a Lease Agreement with the BSCL (hereinafter referred to as “**LESSOR**”) for undertaking dark fiber on Bhubaneswar Smart City network on lease basis for a period of 5 years with an extension provision of another 10 years based on mutually agreed terms and conditions.
- 7.2.2. Only Lessee paying the Lease Rent regularly and adhering to its obligations under the terms and conditions of this RFP and the consequential Lease Agreement(s) shall utilize the leased optical fiber(s) during the Lease period.
- 7.2.3. The primary scope of work is to establish and use Dark Fibers on lease basis throughout the lease period.
- 7.2.4. Lessee shall be responsible for coordinating and getting the necessary approvals from the appropriate authorities in respect to execution of the scope of work.
- 7.2.5. Lessee shall not be allowed to use the leased dark fibers for sale and sub-leasing.
- 7.2.6. Lessee shall strictly adhere to the extant bye laws, rules issued by the national/ local authority

during entire lease period. BSCL will be free to take action against the bidder for violating the same.

- 7.2.7. Lessee shall engage necessary key experts, manpower, trained personnel and supervisors to manage leased dark fibers during the lease period. Lessee shall be liable to pay the salaries, leave, wages, and all other required benefits and legal dues duly payable to them.
- 7.2.8. In case of any damage to BSCL property during the lease period by the Lessee, for actual costs whatsoever for restoration to its original position will be recovered from the Lessee and same will not be challenged in whatever manner.
- 7.2.9. Ensure timely payments to the BSCL as per the RFP and lease agreement.
- 7.2.10. Comply with all applicable laws in operating and managing the leased dark fibers.
- 7.2.11. Lessee shall also abide by the decisions of H&UD Department, Government of Odisha / Bhubaneswar Municipal Corporation (BMC)/ Bhubaneswar Smart City Limited (BSCL) from time to time.
- 7.2.12. The Service Level Agreement to be maintained by Lessee is as follows:

SN	Component	Severity Level	Requirement
1	Overall Network Availability in backbone, distribution and access levels	High	99.50%
2	Mean Time To Repair (MTTR) for Fiber	High	< 4 hours

7.3. RIGHT TO SUB-LEASE

The selected bidder shall have no right to sub-lease the dark fibers to any other third party.

7.4. DURATION OF LEASE PERIOD

- 7.4.1. The duration of the lease period as prescribed in this RFP will be for the period of 5 years from the date of signing of Lease Agreement with an extension provision of another 10 years based on mutually agreed terms and conditions.
- 7.4.2. Till the signing of the Lease Agreement, the LOA shall form a binding contractual agreement between BSCL and the Successful Bidder as per terms of this RFP.

7.5. PAYMENTS TO BSCL

- 7.5.1. The effective date of leasing of dark fiber to the successful bidder shall be effective from the date of handover or signing of agreement, whichever is earlier.
- 7.5.2. The Successful Bidder shall make quarterly payment to BSCL of the total lease value in advance in the form of Demand Draft in favour of Bhubaneswar Smart City Limited (BSCL) payable at Bhubaneswar.
- 7.5.3. The payment will be made on quarterly basis to the BSCL within 15 days of commencement of respective quarter throughout the agreement period. The lease value for first quarter payment shall be made by the successful bidder to the BSCL at the time of signing of agreement. The subsequent quarterly payments will follow the same timelines and will be replicated for the remaining agreement period.
- 7.5.4. The Advance payment for a specified quarter shall be worked out by dividing total lease value per annum by 4.
- 7.5.5. All the taxes including the GST and other taxes, as applicable from time to time shall also be paid by the Lessee in addition to the amount of total lease value.
- 7.5.6. Any delay in payments shall attract penalty of interest @12% per annum on the amount outstanding (calculated on a per day basis), till the time the respective payments have been received by BSCL. The delays beyond 30 days of the due dates for the payment of the respective Advance Lease Fee shall be treated as 'Lessee Events of Default'. In such an eventuality the BSCL retains the right to encash the Security Deposit and claim damages from the Lessee and even terminate the Lease Agreement.

7.6. STATUTORY OBLIGATIONS AND CLEARANCES

- 7.6.1. If during the Lease Period any loss of property and/or life takes place, the loss and account of the same shall be borne entirely by the Lessee and the BSCL shall not be liable for any such claims. The lessee shall be responsible for the payments arising out of any third-party claims. The lessee is advised to procure insurance for meeting such liabilities at his own cost.
- 7.6.2. Lessee shall indemnify BSCL from/ against any claims made or damages suffered by BSCL by reason of any default on the part of the bidder in the due observance and performance of the provisions of any law which may be related to the purpose of the lease agreement and to the area in which premises are located.
- 7.6.3. Lessee shall operate the leased dark fiber(s) without disturbing the natural surroundings and ensuring that the local flora and fauna are not disturbed.

- 7.6.4. Lessee shall not be allowed to use the leased dark fibers in a manner that violates the regulatory and policy framework encompassing the communications sector in India comprises a number of statutes, rules, regulations, guidelines, etc. laid down by the Government of India. If it is found that the Lessee is violating the same, then the lease agreement shall stand cancelled without further reference to the arbitrator.
- 7.6.5. BSCL will not be responsible for any accident / theft etc. involving any personnel / asset of the lessee while on work. The lessee itself would be responsible for such accident / incident and for any kind of compensation to any worker/employee for such accident. The lessee is advised to have its personnel and assets insured under suitable insurance schemes at its own cost.
- 7.6.6. Obligation for adhering to statutory norms and regulations laid down by any Statutory Body of Central/State Government in connection with installation and operating of optical fiber shall be vested in the lessee.
- 7.6.7. Any type of statutory taxes applicable on services under this RFP and lease agreement (either in force at present or may be applicable in future by a competent order/notification) will be borne by the lessee and the BSCL would not make any payment on this account. In case, the lessee fails to comply with any statutory/ taxation liability under appropriate law, and as a result thereof the BSCL is put to any loss/obligation, monetary or otherwise, the BSCL will deduct the same from the Security Deposit of the lessee, to the extent of the loss or obligation in monetary terms.
- 7.6.8. The lessee shall ensure compliance of statutory norms of Department of Telecommunication (DoT), Government of India or any organization of DoT by all the telecom operators with whom it is sharing infrastructure.

APPENDIX - I: LETTER COMPRISING THE BID

(On the letterhead of the Bidder)

Ref.:

Dated:

To

Chief Executive Officer

Bhubaneswar Smart City Limited (BSCL)

Block-1, 5th Floor,

BMC-Bhawani Mall, Saheed Nagar,

Bhubaneswar – 751007, Odisha

Sub: RFP FOR LEASING OF DARK FIBERS ON BSCL's FIBER OPTIC NETWORK TO LICENSED TELECOMMUNICATION SERVICE PROVIDER(S)

Dear Sir,

With reference to your RFP document dated _____, I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for Qualification for the aforesaid project. The Bid is unconditional and unqualified.

2. I/ We acknowledge that the BSCL will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Bidders for the aforesaid project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the aforesaid Project.
4. I/We shall make available to the BSCL any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the BSCL to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:

- a) I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the BSCL; and
 - b) I/We do not have any conflict of interest;
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section - 4 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the BSCL or any other public sector enterprise or any government, Central or State;
 - d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section - 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - e) The undertakings given by us along with the application in response to the RFP are true and correct as on the Bid Due Date and I/We shall continue to abide by them.
8. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
9. I/We believe that we satisfy the Turnover criteria and meet all the requirements as specified in the RFP document.
10. I/We declare that we are applying individually for this tender.
11. I/ We certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ or against our Associates or against our CEO or any of our directors/ managers/ employees.
14. I/We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the BSCL of the same immediately.
15. The Statement of Legal Capacity as per format provided at Annex-IV in Appendix-I of the RFP document, and duly signed, is enclosed. The power of attorney for signing of Bid as per format provided at Appendix II is also enclosed.
16. I/We, hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the BSCL in

connection with the selection of Bidders, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

17. In the event of our being declared as the Selected Bidder, I/we agree to enter into a Lease Agreement in accordance with the form which shall be provided by BSCL. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. I/ We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Lease Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by BSCL or in respect of any matter arising out of or relating to the Bidding Process including the award of Lease.
19. I/ We offer a Bid Security Declaration Form to the BSCL in accordance with the RFP Document.
20. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project is not awarded to me/us or our Bid is not opened or rejected.
21. I/ We agree to pay the Lease value along with any applicable taxes thereon, in accordance with the terms of the Bidding Documents.
22. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
23. I/we agree and undertake to abide by all the terms and conditions of the RFP document.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP Document.

Yours faithfully,

Date:	(Signature, Name and designation of the Authorized Signatory)
Place:	Name and seal of the Bidder

APPENDIX - I**ANNEX - I: DETAILS OF BIDDER**

1.	Name of the Bidder Firm:	
2.	Registered Office Address of the Bidder Firm:	
3.	Legal status (Company / Partnership Firm / Proprietary Firm, etc.)	
4.	Country & Year of Incorporation:	
5.	Principle place of business:	
6.	Brief description of the bidder including details of its main lines of business and proposed role and responsibility in this Project:	
7.	Name, designation and Mobile Phone No. of the Authorized Representative of the Bidder to whom all references shall be made:	
8.	PAN Card No.	
9.	GST No.	

For the Bidder, state the following information:

SN	Statement	(Y/N)
(i)	Has the Bidder ever been penalized by any Government Department / Organization / PSU for poor quality of work or breach of contract?	
(ii)	Has the Bidder ever failed to complete any work awarded to it by any Government Department / Organization / PSU?	
(iii)	Has the Bidder ever been blacklisted by any Central / State government department / public sector undertaking / other government entities or local body	

Note: If answer to any statements at (i) to (iii) is yes, the Bidder is not eligible for this assignment.

(Signature, name and designation of the authorized signatory)
For and on behalf of

APPENDIX – I

ANNEX – II: TECHNICAL CAPACITY OF THE BIDDER

II A: Abstract of Bidder Experience

SN	Name of Project	Name of Client with Address and Contact No.	Date of Award of Contract / Assignment	Date of Completion of Assignment	Estimated Value of Contract (in Rs.Crore)	Attachments (Contract Agreement/ Work Order / Completion Certificates)
(1)	(2)	(3)	(4)	(5)	(6)	(7)

Note:

- (i) The bidder should provide details of only those projects that have been undertaken by it under its own name.
- (ii) The names and chronology of Eligible projects included here should conform to project-wise details submitted in form II B.
- (iii) The bidder may attach separate sheets to provide brief particulars of other relevant experience of the bidder.

(Signature, name and designation of the authorized signatory)
For and on behalf of

II B: Details of Bidder Experience

[The following information should be provided in the format below for each reference assignment for which your firm was legally contracted by the Client stated below for each assignment]

Assignment name:	Estimated Value of Contract (in Rs. Crore):
Name & Address of Client:	
Country:	Location within country:
Period of Contract:	Details of services undertaken:
Start date (month/year): Completion date (month/year):	Approx. value of the services provided by your firm under the contract (in Rs):
Name of Joint Venture or Association Firms, if any for the assignment:	Number of professional staff-months provided by the Joint Venture or Associated Firm:
Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:	
Narrative description of Project:	

**(Certificate from Client regarding experience should be furnished)*

(Signature, name and designation of the authorized signatory)
For and on behalf of

APPENDIX - I

ANNEX – III: FINANCIAL CAPACITY OF THE BIDDER

Name of the Bidder:.....

1. Net Worth

Financial Year	Net Worth (In Rs Crore)

2. Annual Turnover

S.No.	Financial Year	Annual Turnover (In Rs Crore)
1		
2		
3		

3. Name and Address of the Bidder's Bankers

(Signature, name and designation of the authorized signatory)

For and on behalf of _____

Signature & Stamp of Statutory Auditor/ Chartered Accountant

Membership No.

Regn. No. of the Statutory Auditor/ CA's firm:

Instructions:

1. Along with the above format in a separate sheet on the letterhead of the Statutory Auditor/ Chartered Accountant's Firm, duly signed Certified copies of ITR, Balance sheet and Profit & Loss Account statements are to be enclosed.

APPENDIX - I

ANNEX – IV: STATEMENT OF LEGAL CAPACITY

(On the Letter head of the Bidder)

Ref.

Date:

To,

Chief Executive Officer

Bhubaneswar Smart City Limited (BSCL)

Block – I, 5th Floor,

BMC Bhawani Mall, Saheed Nagar,

Bhubaneswar – 751007, Odisha

Sub: RFP FOR LEASING OF DARK FIBERS ON BSCL's FIBER OPTIC NETWORK TO
LICENSED TELECOMMUNICATION SERVICE PROVIDER(S)

Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

APPENDIX – II: POWER OF ATTORNEY FOR SIGNING OF BID

(On Rs 100/- Stamp Paper duly notarized)

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms(Name), son/ daughter /wife of and presently residing at(Address), who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “**Attorney**”), to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the project “Leasing of Dark Fibers on BSCL's Fiber Optic Network to Licenses Telecommunication Service Provider(s)” (the “**Project**”) proposed or being developed by the Bhubaneswar Smart City Limited (the “**BSCL**”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bids and other conferences and providing information / responses to BSCL, representing us in all matters before the BSCL, signing and execution of all contracts including the Lease Agreement and undertakings consequent to acceptance of our bid, and generally dealing with BSCL in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till entering into the Lease Agreement with the BSCL.

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

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

For.....

(Signature)

(Name, Designation and Address)

Witnesses:

1.

2.

(Notarized)

Accepted

.....

(Signature)

(Name, designation and address of the Attorney)

Bhubaneswar Smart City Limited

Notes:

- *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.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

APPENDIX – III: AFFIDAVIT

(On Rs 100/- Stamp Paper duly notarized)

I, S/o, resident of, the(insert designation) of the(insert name of the bidder), do solemnly affirm and state as follows :

1. That I am the authorized signatory of(insert name of company) (hereinafter referred to as "Bidder") and I am duly authorized by the Board of Directors of the Bidder to swear and depose this Affidavit on behalf of the Bidder.
2. That I have submitted information with respect to our eligibility for Bhubaneswar Smart City Limited (hereinafter referred to as "BSCL") for Leasing of Dark Fibers on BSCL's Fiber Optic Network to Licensed Telecommunication Service Provider(s) (hereinafter referred to as "Project"), after going through the Request For Proposal ('RFP') document and I further state that all the said information submitted by us are accurate, true and correct and is based on our records available with us.
3. That I hereby affirm to furnish any information, which may be requested and as may be deemed necessary by BSCL to verify our credentials/information provided by us under this tender.
4. That if at any point of time including the Agreement Period, BSCL requests any further/additional information regarding our financial and/or technical capabilities, or any other relevant information, I shall promptly and immediately make available such information accurately and correctly to the satisfaction of BSCL.
5. That I fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the bidding process for the Project. The costs and risks for such disqualification shall be entirely borne by us.
6. I state that all the terms and conditions of the Request for Proposal (RFP) Document have been duly complied with.

DEPONENT

VERIFICATION: -

I, the above-named deponent, do verify that the contents of paragraphs 1 to 6 of this affidavit are true and correct to my knowledge. No part of it is false and nothing material has been concealed.

Verified at, on this day of 2021

DEPONENT

Bhubaneswar Smart City Limited

APPENDIX – IV: UNDERTAKING FROM THE BIDDER

(On the letter head of the Bidder)

To,

Chief Executive Officer

Bhubaneswar Smart City Limited (BSCL)

Block – I, 5th Floor,

BMC Bhawani Mall, Saheed Nagar,

Bhubaneswar – 751007, Odisha

Sub: RFP for Leasing of Dark Fiber on BSCL's Fiber Optic Network to Licensed Telecommunication Service Provider(s)

Dear Sir,

We do hereby undertake that our company is not blacklisted/ debarred by any of the Central & State Governments or Public Sector Undertakings or other Government Authorities or Local Body in India as on the date of the submission of the RFP.

Also, none of the work has been rescinded / terminated by any Central or State Govt. Department / Public Sector Undertaking / Other Govt. entity or local body after award of contract to us during last 3 years due to our non-performance.

We further confirm that we are aware that our Proposal for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of the Bidding Process or thereafter during the agreement period.

Dated thisDay of, 20_

(Signature, name and designation of the authorized signatory)
For and on behalf of.....

APPENDIX - V: BID SECURITY DECLARATION FORM

(On letter head of the Bidder)

To

Chief Executive Officer
Bhubaneswar Smart City Limited
Block – I, 5th Floor,
BMC Bhawani Mall, Saheed Nagar
Bhubaneswar, Odisha

Sub: Bid Security Declaration for “Leasing of Dark Fibers on BSCL’s Fiber Optic Network to Licensed Telecommunication Service Provider(s)”

I/We, the undersigned, on behalf of (organization name)
irrevocably declare that:

1. I/We understand that, according to conditions of the RFP, bids must be supported by a Bid Security Declaration in lieu of Bid Security/ Earnest Money Deposit.
2. I/We hereby accept that I/We may be disqualified from participating in current as well as any future bid for a period of 60 months from the date of such disqualification by BSCL (without prejudice to our rights to claim damages or any other legal recourse).
3. I/We understand that such disqualification will be on account of our being in breach of any obligation under the bid conditions, as under:
 - a) I am /We are in a breach of any of the obligations under the bid conditions
 - b) I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
 - c) Having been notified of the acceptance our Bid by BSCL during the period of bid validity
 - i. fail or refuse to execute the agreement, or
 - ii. fail or refuse to furnish the Security Deposit.
4. I/We understand that this Bid Security Declaration shall cease to be valid if I am/ We are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful bidder; or (ii) thirty days after the expiration of the validity of my/our bid.

Signature:

Bhubaneswar Smart City Limited
50

Name & designation of the authorized person signing the Bid-Securing Declaration Form:

Duly authorized to sign the bid for and on behalf of: _____ (complete name of Bidder)

Dated on _____ day of _____ month, _____ year.

APPENDIX - VI: FINANCIAL BID FORM

(On letter head of the Bidder)

[Location, Date]

To

Chief Executive Officer

Bhubaneswar Smart City Limited (BSCL)

Block-I, 5th Floor,

BMC-Bhawani Mall, Saheed Nagar,

Bhubaneswar – 751007, Odisha

Sub: LEASING OF DARK FIBERS ON BSCL's FIBER OPTIC NETWORK TO LICENSED TELECOMMUNICATION SERVICE PROVIDER(S).

Dear Sir

I/ We, _____ (Bidder's name) enclose herewith the Financial Bid for selection of my / our company.

SN	Item Description	Lease Value (To be quoted by bidder per pair per km per annum)	Total numbers of pairs	Total length in KM	Total no. of years (lease period)
1	Leasing of Dark Fiber on BSCL's Fiber Optic network to licensed telecommunication service provider(s)				5
Quoted Rate in words					

(THE RATES QUOTED SHALL BE INCLUSIVE OF ALL CHARGES EXCEPT GST WHICH WILL BE PAID EXTRA ABOVE THE QUOTE RATE)

(Signature, name and designation of the authorized signatory)
For and on behalf of

Note: Actual km shall be measured at the time of handing over based on feasibility and shall be binding and final.

ANNEXURE – I: DISTRIBUTION AND CORE LINK MAP

