

NIT No. BSEDC/05-07/2026-27 Date-13-07-2026

**Selection of System Integrator for Annual
Maintenance
Contract for Virtual Court
all District & Sub-Divisional Courts in Bihar**

Request for Proposal

Issued By



**Bihar State Electronics Development
Corporation (BSEDC)**

(A Government of Bihar Undertaking) BELTRON Bhawan, Shastri Nagar, Patna, Bihar

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1. Abbreviation

BG	Bank Guarantee
BoQ	Bill of Quantity
BSEDC	Bihar State Electronics Development Corporation
EMD	Earnest Money Deposit
EMS	Enterprise Management Software
GST	Goods and Services Tax
HC	Patna High Court
IP	Internet Protocol
ISO	International Organization for Standardization
ITIL	Information Technology Infrastructure Library
LoI	Letter of Intent
Mbps	Megabit Per Second
MIS	Management Information System
NA	Nodal Agency
NBD	Next Business Day
NEFT	National Electronic Funds Transfer
OEM	Original Equipment Manufacturer
OFC	Optical Fiber Cable
OSD	On Screen Display
PO	Purchase Order
PSU	Public Sector Undertaking
QGR	Quarterly Guaranteed Revenue
RFP	Request for Proposal
RTGS	Real-Time Gross Settlement
SI	System Integrator
SLA	Service Level Agreement
S RTP	Secure Real-Time Transport Protocol
UPS	Uninterrupted Power Supply
VLAN	Virtual LAN
VoIP	Voice Over IP

2. Schedule of Bid Process

Sl. No.	Information	Details
1.	RFP No. and Date	BSEDC/05-07/2026-27 Date-13-07-2026
2.	RFP Sale Date	13.07.2026
3.	Last date of submission of queries to nodal officer on mail for clarifications/pre bid	15.07.2026 till 05:00 PM
4.	Last date (deadline) of submission of bids online	21.07.2026 5 PM
5.	Opening of General cum technical Bids	21.07.2026 5.30 PM
6.	Opening of Financial bid	Will be intimated later
7.	Bid validity period	180 days from the last date (deadline) for submission of proposals
8.	Non-Refundable Tender Fee/ Cost	INR. 10000 only (Rupees Ten Thousand only) payable online through e-payment mode i.e. NEFT/RTGS/Credit Card/Debit Card on www.eproc2.bihar.gov.in site.
9.	Tender Processing Fee	INR 5,000 only (non-refundable) plus GST through e-payment mode i.e. NEFT/RTGS/Credit Card/Debit Card on www.eproc2.bihar.gov.in
10.	Earnest Money Deposit (EMD/Bid Security)	INR 15,00,000.00 only (Rupees Fifteen Lakh only) through online payment in eproc2 site by Bank Guarantee with six months validity from a scheduled bank in India and payable at Patna in favor of BSEDC.
11.	Contact person for pre-bid queries	Alok Pratap Suman, Manager (P.M.U) BELTRON Bhawan, Shashtri Nagar, Patna, Bihar. Tel No:- 0612-2281242, Fax No: - 0612-2281857 E-mail: alokpratapsuman@bihar.gov.in
12.	Addresses and address at which proposal or any supporting/original bank guarantee etc. in response to RFP notice is to be submitted	Managing Director BSEDC Ltd, BELTRON Bhawan, Shashtri Nagar, Patna, Bihar Tel No:- 0612-2281242, 0612-2281857

- The Bidding process shall be conducted in an online (e-tendering) manner. Please visit www.eproc2.bihar.gov.in for further details regarding the e-Tendering process.
- All the clarifications / corrigendum to the queries, notification & details terms and conditions regarding, this tender notice hereafter will be published online on website www.beltron.in or www.eproc2.bihar.gov.in

3. Background

The Bihar Virtual Court System is a pioneering initiative that aims to streamline the judicial process by allowing litigants to file complaints electronically and pay court fees online. This system is designed to eliminate the need for physical presence of litigants or lawyers in court, thereby reducing pendency and improving cost efficiency. The system is currently being used for traffic and transport challans, with case proceedings completed online and disposed immediately after the fine is paid. This approach is expected to enhance the efficiency and accessibility of justice in Bihar. Hon'ble High Court Patna via BSEDC has taken the initiative to implement web-based video conferencing solutions at all District and Sub-divisional courts of Bihar as part of the Virtual court. Different OEM selected to provide the equipment to setup the solution of virtual court. After several extension, BSEDC decided to select a vendor to maintain the operations at virtual court with existing equipment and replace as per the requirement.

4. List of key locations

Sl. No	Name of Court	Type of Court	Sl. No	Name of Court	Type of Court
1	Masaurhi	SC	40	Madhubani	DC
2	Paliganj	SC	41	Jhanjharpur	SC
3	Patna	DC	42	Munger	DC
4	Danapur	SC	43	Muzaffarpur	DC
5	Barh	SC	44	Jehanabad	DC
6	Patna City	SC	45	Nawada	DC
7	Hilsa	SC	46	Purnea	DC
8	Biharsarif	DC	47	Sasaram	DC
9	Araria	DC	48	Bikramganj	SC
10	Arwal	SC	49	Saharsa	DC
11	Aurangabad	DC	50	Samastipur	DC
12	Daud Nagar	SC	51	Shahpur Patori	SC
13	Banka	DC	52	Rosra	SC
14	Begusarai	DC	53	Dalsingsarai	SC
15	Bettiah	DC	54	Chhapra	DC
16	Bagaha	SC	55	Seikhpura	DC
17	Narkatiaganj	SC	56	Sheohar	DC
18	Bhabua	DC	57	Sitamarhi	DC
19	Bhagalpur	DC	58	Siwan	DC
20	Nabgachia	SC	59	Supaul	DC
21	Aarah	DC	60	Birpur	SC
22	Buxar	DC	61	Vaishali	DC
23	Darbhanga	DC	62	Kahalgaon	SC
24	Benipatti	SC	63	Banmankhi	SC

25	Benipur	SC	64	Dhamdaha	SC
26	Motihari	DC	65	Vaishi	SC
27	Dhaka	SC	66	Barsoi	SC
28	Areraj	SC	67	Dehri	SC
29	Gaya	DC	68	Biraul	SC
30	Sherghati	SC	69	Raxaul	SC
31	Gopalgunj	DC	70	Poopri	SC
32	Jamui	DC	71	Belsand	SC
33	Katihar	DC	72	Jagdishpur	SC
34	Khagaria	DC	73	Piro	SC
35	Gogri	SC	74	Dumrao	SC
36	Kishanganj	DC	75	Majhaul	SC
37	Lakhisarai	DC	76	Bakhri	SC
38	Madhepura	DC	77	Ballia	SC
39	Udakishangunj	SC	78	Teghra	SC
			79	Sonpur	SC

5. Instructions to bidders

5.1 General

- 1) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.
- 2) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the BSEDC on the basis of this RFP
- 3) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the BSEDC. Any notification of preferred bidder status by the BSEDC shall not give rise to any enforceable rights by the Bidder. The BSEDC may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the BSEDC.
- 4) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

5.2 Compliant proposals /completeness of response

- 1) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

- 2) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
- i. Include all documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - iii. Comply with all requirements as set out within this RFP.

5.3 Authentication of Bids

The “Authorized Signatory” shall mean the one who has signed the Bid Document. The authorized signatory may be either the Principal Officer or the duly authorized representative of the bidder, in which case the bidder shall submit a power of attorney of authority as evidenced by the minutes of meeting of the Board of Directors through a board resolution.

5.4 Sub-Contracting

Subcontracting of the Hardware Annual Maintenance Contract (AMC) shall be strictly prohibited. Subcontracting of any other services, if required, may be undertaken only after providing prior written intimation to BSED. Such subcontracting shall not relieve the selected System Integrator of its obligations, responsibilities, or liabilities under the Contract.

5.5 Corrigendum/ Clarifications

Any queries/clarification/letter etc. sent after scheduled timeline i.e., by 15th July 2026; 5:00 PM will not be entertained.

The responses will be transmitted to the prospective bidders through appropriate means. The queries should necessarily be submitted in the following format in editable excels.

The queries should be submitted in the following format:

Sl. No	Page No.	RFP Document Reference(s)	Content of RFP requiring Clarification(s)	Points of clarification/Change request	Justification

BSED shall not be responsible for ensuring that the bidders’ queries have been received and / or addressed by them. Any requests for clarifications after the indicated date and time may not be entertained by the BSED. Also queries other than specified format (in editable excel) will not be entertained by BSED.

6. Key Requirements of the Bid

6.1 Right to terminate the process

- 1) BSEDC may terminate the RFP process at any time and without assigning any reason. BSEDC makes no commitments, express or implied that this process will result in a business transaction with anyone.
- 2) This RFP does not constitute an offer by BSEDC. The bidder's participation in this process may result BSEDC selecting the bidder to engage towards execution of the contract.

6.2 RFP Document fees

The bidder may also download the RFP documents from the website <https://www.eproc2.bihar.gov.in> Tender fee of Rs 10,000.00 as RFP document fees should be submitted online via NEFT/RTGS. The NEFT/RTGS transfer receipt should be submitted. Proposals received without or with inadequate RFP Document fees shall be rejected.

6.3 Earnest Money Deposit

- a. Bidders shall submit, along with their Bids, single EMD of INR 15,00,000/- (Rs. Fifteen Lakh only), in the form of a Bank Guarantee (in the format specified in Annexure 3-Form 12 issued by any Scheduled/nationalized bank in favor “Bihar State Electronics Development Corporation Ltd”, payable at Patna and should be valid for 6 months from the date of submission of technical bid response. . No interest shall be payable on Bid Security under any circumstance. Bidders can also make the EMD payment through the online at eproc2 site.
- b. EMD of all unsuccessful bidders would be refunded by BSEDC within sixty (60) days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure 3-Form 12.
- c. The successful Bidder's Bid security shall be discharged upon the Bidder signing the Agreement.
- d. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- e. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
- f. The EMD may be forfeited in the event of:
 - I. A Bidder withdrawing its bid during the period of bid validity
 - II. A successful Bidder fails to sign the subsequent contract in accordance with this RFP
 - III. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
 - IV. A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.

6.4 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

6.5 Venue and deadline for submission of proposal

Proposals, in complete form in all respects as specified in the RFP, must be submitted to BSEDC via e-procurement website. The last date for submission of proposals is on or before the due date mentioned in Section 3 of the RFP.

6.6 Late Bids

- a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.
- b) The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c) BSEDC shall not be responsible for any delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d) BSEDC reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

7. Evaluation process

1. BSEDC will constitute a TCPC to evaluate the responses of the bidders
2. The TCPC constituted by the BSEDC shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
3. The decision of the TCPC in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
4. The TCPC may ask for meetings with the Bidders to seek clarifications on their proposals
5. The TCPC reserves the right to reject any or all proposals on the basis of any deviations or clarifications provided.
6. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

7.1 Tender Opening

The Proposals submitted by the due date will be opened on the date prescribed in Section 1 by Tender cum purchase committee, in the presence of such of those Bidders or their representatives who may be present at the time of opening. The representatives of the bidders are advised to carry the identity card or a letter of authority from the tendering firms to identify their bona-fides to attend the opening of the proposal.

7.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

7.3 Tender Evaluation

- A. Initial Proposal scrutiny will be held and to confirm Proposals do not suffer from the infirmities detailed below will be treated as non-responsive, if a Proposal is found to have been:
 1. submitted in manner not conforming with the manner specified in the RFP document
 2. Submitted without appropriate EMD as prescribed herein
 3. received without the appropriate or power of attorney
 4. containing subjective/incomplete information
 5. submitted without the documents requested in the checklist
 6. non-compliant with any of the clauses stipulated in the RFP

7. Having lesser than the prescribed validity period.
 8. Proposals received with optional products
- The EMD of all non-responsive bids shall be returned to the bidders.

B. All responsive Bids will be considered for further processing as below:

BSEDC will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

7.4 Handwritten documents, Erasures or Alterations

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Filling up of the information using terms such as “OK”, “noted”, “as given in brochure/manual” is not acceptable and may lead to the dis-qualification of the Bid.

8. Rejection criteria

Besides other conditions and terms highlighted in the Tender Document, bids may be rejected under following circumstances:

8.1 General rejection criteria

- i. Conditional Bids except for the deviations recorded in the designated section in the proposal as per the format provided in this RFP
- ii. If the information provided by the Bidder is found to be incorrect / misleading / fraudulent at any stage time during the Tendering Process
- iii. Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions
- iv. Bids without signature of person (s) duly authorized on required pages of the bid;
- v. Bids without power of attorney/ board resolution.

8.2 Pre-Qualification rejection criteria

- i. Bidders not complying and submitting proof documents with the Eligibility Criteria given in this RFP.
- ii. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive or clarification sought by BSEDC is not adequately addressed and complied by the bidder;

8.3 Technical rejection criteria

- i. Technical Bid containing commercial details;
- ii. Revelation of Prices in any form or by any reason before opening the Commercial Bid;
- iii. Failure to furnish all information required by the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect;
- iv. Bidders not quoting for the complete scope of Work as indicated in the Tender Documents, addendum (if any) and any subsequent information given to the Bidder;
- v. Bidders not complying with the Technical and General Terms and conditions as stated in the Tender Documents;
- vi. Bidder not submitting technical proposal with all required details .

- vii. The Bidder not confirming unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.

8.4 Commercial Rejection Criteria

- i. Incomplete Price Bid.
- ii. Price Bids that do not conform to the Tender's price bid format;
- iii. If there is an arithmetic discrepancy in the commercial Bid calculations the BSEDC may consider rectifying the same. If the Bidder does not accept the rectification then their bid may be rejected.

9. Consortium or Association

Participation through Consortium or associations of companies is not allowed. The definition of consortium and joint ventures does not include any tie-up with OEMs on company's own account.

10. Criteria for Evaluation

10.1 Pre-qualification / Eligibility criteria

The bidder must meet the following pre-qualification requirements to become eligible for the Technical & Commercial Evaluation.

Sr. No.	Qualification Criteria	Evidence Documents/Information to be provided
1.	The responding firm/agency (a) Should have made a payment of INR.5,000.00 (Rupees ten thousand) (non- refundable) for the Tender Fee.	(a) Cost of tender documents must be submitted through E-payment only; else bid will be summarily rejected.
	(b) Should have submitted single EMD of INR. 15,00,000.00 (Rupees Fifteen Lakhs only)	(b) EMD should be in favor of "Bihar State Electronics Development Corporation Ltd" Payable at Patna and issued by any scheduled / nationalized bank in the form of a original bank guarantee. Bidders can also deposit the EMD through online payment in state e-procurement site.
2.	Legal Entity	a) Copy of Certificate of Incorporation
	The Company should be in the IT/ITES/ S business for at least 5 (five) years as of 31st March 2026 and should be registered under Companies Act, 1956	b) Copy of Registration Certificate
	Registered with the GST and Provident Fund authorities in India	Copy of all documents listed above should be attested by authorized signatory and must be submitted along with the response
		a) Copy of PAN Card
		b) Copy of GST Certification
3.	The Net Worth of the bidder must be positive for the last 3 financial year (FY 22-23, FY 23-24, FY	c) Copy of EPF and ESI Registration
		Chartered Accountant Certificate for positive Net worth for bidder mentioning net worth of

	24-25)	each year
4.	Bidder's Average annual Sales Turnover must be INR 20 Crores or above for the last 3 audited financial years	Audited accounts of the company as filed before the Registrar of Companies. And certificate to this effect from the statutory auditor of the company/CA of the company.
5.	The Bidder should have successfully completed and run at least 3 multi location projects of at least 500 nodes for each project under Government/PSU/ Nationalized Bank/Large Enterprise.	Work order or Purchase Order (PO) or Letter of Intent (LoI). BSEDC may check the authenticity of the documents provided by the bidder.
6.	The Bidder must have successfully completed and running similar projects for Government/PSU/ Nationalized Bank/Large Enterprise with order value is 20 Cr or more.	Work order or Purchase Order (PO) or Letter of Intent (LoI). BSEDC may check the authenticity of the documents provided by the bidder.
7.	The bidder shall have ISO 9001 :2015, ISO 20000 and ISO 27001:2013 certification.	Copy of valid Certificate
8.	The bidder must have at least 50 IT professionals (B.E/B.Tech/MCA/BCA/Diploma Engineer) on their direct payroll as on date of bid submission. 2 Minimum Graduates with Project Management certificate from Govt. institute and 5 Engineers with Networking OEM certification.	Certificate/Declaration from HR Department for number of IT professionals employed by the company with name, qualification, Copy of certificate and PF/ESI number on letter head.
9.	Bidder should have office/GST Registration in Bihar. Alternatively, if the bidder doesn't have an office/GST registration in Bihar, then they have to furnish an undertaking that an office/GST registration would be established in Bihar, within 1 (one) month of signing the contract, to provide O&M support for entire project period.	A self-certified declaration by the authorized signatory of the bidder should be submitted along with the proposal.
10.	Signing authority (All bidder documents to be signed by authorized person only failing which bid may be rejected)	Separate "Copy of Board resolution" or POA for bidder authorizing the person to sign on behalf of the company or Power of Attorney for the designated person to be provided as per the format prescribed in Form "Bidder's Authorization Certificate". (Must be on a Non-Judicial INR 100/- Stamp Paper)"
11.	MAF of Active components such as Router, Core Switch, Distribution Switch and UPS is mandatory.	MAF from respective OEM

10.2 Technical Evaluation Criteria

BSEDC has formed a Technical Committee, which will evaluate both technical & commercial bids received in response to this RFP. The overall objective of this evaluation process is to select the capable and qualified firm to maintain the equipment to conduct the VC at courts of Bihar under Virtual Courts Project.

A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the RFP. Bids received would be assigned scores based on the parameters defined in table below.

S. No	Aspect	Evaluation Criteria	Description	Max. Marks	Supporting Documents Required
1	Financial Strength	Average annual Sales turnover/Cumulative Sales Turnover of the bidder in the last 3 audited financial years	Average Turnover	20	Audited Balance sheets and certificate from CA
			a. >20 Crores and <=30 Crores -10 Marks		
			b. >30 Crores and <=40 Crores -15 Marks		
			c. >40 Crores -20 Marks		
2	Past Experience	Technical Capability in executing & managing large multi node multi locations projects for Government / PSU / Nationalized Bank/Large Enterprise in India	Total Number of IP nodes implemented/supported in last 5 years as per pre-qualification terms (Work order copy to be submitted)	20	Work order or Purchase Order (PO) or Letter of Intent (LoI). BSEDC may check the authenticity of the documents provided by the bidder.
			a.>=500 nodes as per pre-qualification terms -10 marks		
			b. For every 200 nodes more- 5 marks Upto 10 marks		
3	Specific Experience	The Bidder must have successfully completed and running similar projects for Government/PSU/ Nationalized Bank with order value is 5 Cr or more.	a.= order value >5 and <10 Cr-10 Marks	20	Work order or Purchase Order (PO) or Letter of Intent (LoI). BSEDC may check the authenticity of the documents provided by the bidder.
			a.= order value >10 Crores -20 Marks		
4	Presence in Bihar	Presence in Bihar	a. Only GST Registration in Bihar- 5 marks.	10	Project citation highlighting the mentioned activities supported by Work order/Agreement/ Client Certificate & Copy of Registration Certificate as proof of presence in Bihar (if applicable)
			b. Involved in a running Govt. project in Bihar but doesn't have an office/GST Registration in Bihar- 7 marks		
			c. Involved in a running Govt. project in Bihar and also have an office and GST Registration in Bihar - 10 marks		
5	Fulltime Deployment Resource Criteria for entire duration of the contract	Project Manager (1)	Must have >=08 years of post-qualification (Graduation) work experience in ICT infrastructure/Network audit and SLA monitoring project	20	Detailed CV in along with copy of all certificates.

			Qualification:		
			• BE/B.Tech /MCA (in IT/CS/ECE/ Electrical/Electronics) = 10 Marks		
			Certification:		
			PMP/Prince 2/Equivalent Project Management Certificate from Govt. institute- 5 Marks		
			Project Experience:		
			Managed multi location projects with similar scope of work and Operation & Maintenance for at least 5 year. - 5 marks		
6	Network Specialist (L3)		Must have >=5 years of post-qualification (Graduation) work experience in ICT infrastructure/ Networking/ Helpdesk management project	10	Detailed CV in along with copy of all certificates.
			Qualification:		
			• BE/B.Tech/MCA/ M.Tech or equivalent = 5 Marks		
			Certification:		
			CCNA/CCNP/ITIL 4 Equivalent Project Certificate- 5 Marks		

Note: - In absence of any of the above documents BSEDC will summarily reject the bid. The technical score of all the bidders would be calculated as per the criteria mentioned above. All the bidders who achieve minimum 75 (out of 100 marks) or more marks in the technical evaluation would be eligible for the next stage. Bidders who will score less than 75 marks will not be eligible for opening of financial bid.

10.4.1 Financial bid evaluation

- The Financial Bids of technically qualified bidders will be opened. All the bidders who will achieve 75 or more marks in the technical evaluation would be eligible for the next stage, i.e. Financial Bid opening.
- Bidder quoting the lowest price (L1) will be declared as the successful bidder. The lowest evaluated bid price will be the sum total of lowest quoted cost inclusive of applicable taxes.
- In the event that there are 2 or more bidders have offered the same lowest Evaluated Bid Price, the bidder securing the highest technical score will be adjudicated as the “Best responsive bid” for award of the Project. The successful Bidder would be awarded the letter of Intent followed by Work Order (s).

- d. In the above process, if there are only two eligible Bidders scoring qualifying marks, BSEDC reserves the right to go ahead with Commercial Bid evaluation with those two Bidders only.

10.4.2 Opening Offers

Offers received within the prescribed closing date and time will be opened in presence of bidder representatives (who choose to attend the opening of tender), on the date, time at the address communicated separately to all the bidders who have purchased the RFP documents. The vendor's representatives present shall sign a register of attendance.

The dates for opening of financial bid would be communicated subsequently.

10.4.3 Right to Accept Any Offer and to Reject Any or All Offers

BSEDC reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the grounds for such action.

10.4.4 Notification of Award

BSEDC will notify the successful Bidder via letter / fax /email of its intent of accepting the bid. Within 7 days of receipt of the Letter of Intent issued by the BSEDC, the successful Bidder shall be required to sign the LoI and return the same to the address specified above as a token of acceptance of the LoI.

10.4.5 Performance Guarantee

As a condition precedent to execution of the Agreement, the successful Bidder shall ensure submission of the requisite unconditional irrevocable Bank Guarantee, in the prescribed format within 15 days of receipt of the LoI as a Performance Guarantee for the services to be performed under the resultant Agreement. The Bank Guarantee shall be equivalent to 10% of the total Order value must be issued by a Nationalized Bank/Scheduled Bank. The Performance Guarantee shall be valid for the term of the resultant Agreement and shall be renewed and maintained as necessary by the SI for the term of the resultant Agreement, and extensions if any.

Earnest Money Deposits (EMD) of all unsuccessful bidders would be refunded by BSEDC within sixty days (60) of the bidder being notified as unsuccessful. EMD of the successful Bidder shall be returned on successful execution of the resultant Agreement.

The Performance Guarantee may be liquidated by the BSEDC as penalty / liquidated damages resulting from the System Integrator's (SI) failure to complete its obligations under the resultant Agreement. The Performance Guarantee shall be returned by BSEDC to the vendor within 90 days of the term/expiration of the resultant Agreement after applicable deductions as per the Agreement, if any.

10.4.6 Signing of Contract

Subsequent to BSEDC's notification to the successful Bidder by way of a LoI, acceptance of the LoI and submission of the Performance Guarantee, the successful Bidder shall execute the Agreement with the BSEDC. Failure of the successful Bidder to furnish the Performance Guarantee or execute the Agreement within 15 days from issue of LoI shall cause the EMD of the successful Bidder to be liquidated. In such event, BSEDC shall negotiate with the next eligible bidder. The successful Bidder will be liable to indemnify BSEDC for any additional cost or expense, incurred on account of failure of the successful Bidder to execute the Agreement. LoI will be issued to bidder on basis of L1 value and RFP BOQ. However final BOQ and order value may vary after site survey which shall be acceptable by the bidder. Thus, work order shall be issued based on the final order value and BOQ only.

Notwithstanding anything to the contrary mentioned above, the BSEDC at its sole discretion shall have the right to extend the timelines for execution of Agreement on the request of the successful Bidder, provided the same is bona fide. The Draft Agreement between BSEDC and the Successful Bidder will be shared before the bid submission date.

10.4.7 Taxes

The bidders need to include all the taxes in their financial bid at the rates applicable at the time of bidding. Any change in tax component needs to be passed on to the BSEDC in bidirectional manner.

10.4.8 Right to vary the scope of the work at the time of Award

The Purchaser reserves its right to make changes to the scope of the work at the time of execution of the resultant Agreement. If any such change causes an increase or decrease in the cost of, or the time required for the SI's performance of any part of the work under the resultant Agreement, whether changed or not changed by the order, an equitable adjustment (if required) shall be made in the Contract Value or time schedule, or both, and the Agreement shall accordingly be amended. Any claims by the SI for adjustment under this Clause must be asserted within thirty (30) days from the date of the SI's receipt of the BSEDC changed order.

Bidders may start procurement of Active items based on LoI to adhere project timeline and SLA terms. LoI will be issued based on RFP bill of material. However final work order will be issued based on BOQ finalized after site survey. Thus, variation in quantity and final order value should be acceptable by the bidder. By participating in the bid the bidders are explicitly agreeing to this condition.

11. Scope of work

After the implementation and extension of the project, BSEDC now wishes to execute the support (AMC) of this Project for 1 years and extendable up to 3 years. Thus, BSEDC invites offer from the competitive Bidders for this Project. The selected Systems Integrator (SI) shall have the overall responsibility for maintenance of the virtual court system for state of Bihar. SI will have to maintain the implemented system for a period of 1 year and expendable up to 3 years.

The Annual Maintenance Contract (AMC) for the Virtual Court solution has been implemented at Bihar Courts. The AMC aims to ensure the optimal performance, reliability, and security of the VC system throughout the contract period.

Bidder will provide comprehensive maintenance and support services for the VC system to minimize downtime and ensure continuous system operation and resolve any technical issues promptly. Apart from the above, the selected System Integrator shall submit a Quarterly Preventive Maintenance Report, duly signed by the concerned Court Authority, to BSEDC along with the invoice and SLA report. The selected System Integrator shall also be responsible for coordinating with the existing primary and secondary bandwidth service providers in the event of any support-related issues and for ensuring compliance with the applicable Service Level Agreement (SLA) at entire location.

During the contract period, the selected System Integrator shall also be responsible for the installation of any additional hardware or implementation of significant upgrades, if required, to ensure the smooth operation, maintenance, and uninterrupted functioning of the system.

The initial Work Order shall remain valid from the date of onboarding of the selected bidder until 31 March 2027. Upon expiry of the initial term, BSEDC reserves the right, at its sole discretion, to extend the contract for a further period of up to two (2) years, on the same terms and conditions or as may be mutually agreed, subject to the satisfactory performance of the selected bidder

12.1 Survey and GAP assessment:

The interest bidder will do the AS-IS and To-Be assessment of existing infra and for non-active equipment, BSEDC will pay one time repair cost. Indicative list of non-functional equipment is as below:

SL.NO	DISTRICT	LOCATION	COURT TYPE	DEVICE
1	MADHUBANI	JHANJHARPUR	Sub-Divisional Court	ROUTER
2	DARBHANGA	BENIPUR	Sub-Divisional Court	SWITCH
3	GAYA	SHERGHATI	Sub-Divisional Court	ROUTER
4	PATNA	PALIGANG	Sub-Divisional Court	SWITCH
5	PURNEA	PURNEA	District Court	ROUTER
6	WEST-CHAMPARAN	BAGAHA	Sub-Divisional Court	ROUTER
7	BHAGALPUR	NAUGACHIYA	Sub-Divisional Court	ROUTER
8	BHAGALPUR	NAUGACHIYA	Sub-Divisional Court	SWITCH
9	MOTIHARI	MOTIHARI	District Court	ROUTER
10	MOTIHARI	MOTIHARI	District Court	SWITCH
11	MOTIHARI	RAXUL	Sub-Divisional Court	ROUTER
12	MOTIHARI	RAXUL	Sub-Divisional Court	SWITCH
13	KHAGARIA	KHAGARIA	District Court	ROUTER
14	KHAGARIA	GOGRI	Sub-Divisional Court	ROUTER
15	BHAGALPUR	BHAGALPUR	District Court	SWITCH

13. Scope of Supply of Manpower

The system integrator will also provide dedicated resources for this project as per below. The resources will be working from site as per Courts and High court defined days and hours. Attendance of the resources certified by High court/Courts to be submitted by the SI quarterly for claim against manpower.

Position Details	Qualification	Experiences
Project Manager	BE/B.Tech/MCA/MTech.with exp. of Project management and PMP/ Prince 2 or equivalent certification	Minimum 08 years of post-qualification (Graduation) work experience and 5 years in ICT infrastructure/ Network Audit/ SLA management project.
Network Specialist (L3)	BE/B.Tech/MCA/ MTech or equivalent and CCNA/CCNP/MCSE or equivalent with experience of ICT infrastructure/ Network monitoring/ Helpdesk management project	Minimum 5 years of post-qualification (Graduation) work experience with minimum 3 years in ICT infrastructure/ Networking project
Network Monitoring Engineer. (L2)	BE/B.Tech/MCA/ MTech or equivalent and CCNA/CCNP/CCI or equivalent with experience of ICT infrastructure/ Network monitoring/ Helpdesk management project	Minimum 3 years of post-qualification (Graduation) work experience with minimum 1 years in ICT infrastructure/ Networking project
Network Engineer (L1)	BE/B.Tech/MCA/ MTech or equivalent and CCNA/CCNP/CCI or equivalent with experience of ICT	Existing resources should be retain with existing qualifications and exp. In case of replacement similar relevant experience

	infrastructure/ Network monitoring/ Helpdesk management project	will be considered.
Multi Skill Manpower (NSS)	ITI in computer Science or 10+2 with 1 year diploma in computer science.	Should have working experience of networking project.

Note: - The SI should not quote rates of manpower less than latest Ministry of Labor & Employment, Government of India minimum wages skilled labor rates. If less rates are quoted BSEDC may reject bid. Also, at the time of deployment of resource compliance of these rates to be adhered by the SI. Any replacement of resources should be prior to approval by BSEDC.

14. Exit Management

This clause sets out the provisions which shall apply on expiry or termination of the contract.

In the case of termination of contract due to illegality, the Purchaser shall decide at that time whether, and if so during what period, the provisions of this clause shall apply.

In case of Normal Expiry of contract

In case of normal expiry of the contract, the exit management period shall be 90 days. The exit management shall be initiated 90 days prior to expiry of the contract.

In case of Termination

In case of termination of the contract due to non-performance/illegality, the exit management period shall be decided by the purchaser on the basis on the circumstances.

15. Service Level Agreement

Service Level Agreement (SLA) is the agreement between the BSEDC and the successful/selected bidder for the purpose of required level of services and performance to be achieved for the successful maintenance of the project.

The purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms, shall have the meanings set forth below:

Definition

- **“Uptime”** shall mean the time period for the specified services / components with the specified technical service standards are available to the user department. Uptime, in percentage, of any component (Non-IT & IT) can be calculated as:

$$\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Maintenance Time})]\} * 100$$
- **“Downtime”** shall mean the time period for which the specified services / components with specified technical and service standards are not available to the user department and excludes downtime owing to Force Majeure & Reasons beyond control of SI.
- **“Incident”** refers to any event / abnormalities in the functioning of the Services specified as part of the Scope of Work of the Systems Integrator that may lead to disruption in normal operations of the Surveillance System.
- **“Resolution Time”** shall mean the time taken (after the incident has been reported at the helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level or to respective Vendors, getting the confirmatory details about the same from the Vendor and conveying the same to the end user), the services related troubles during the first level escalation.

Measurement of SLA

The SLA metrics provided specifying performance parameters such as baseline performance, lower performance and breach. All SLA calculations will be done on quarterly basis. The SLA also specifies the penalties for lower performance and breach conditions. The penalties which are to be applied are described below. The time of issue resolution would be considered from the time of incident logging. All incidents will be treated as high priority and the below matrix will be used to deduct penalties in the operations phase.

Payment to the successful bidder is linked to the compliance with the SLA metrics.

The quarterly payment shall be made after deducting the penalty as mentioned above.

SLA and Penalty Terms

SLA Parameter for Network Equipment

Sl. No.	SLA Target	Penalty
1	$\geq 99.5\%$	No Penalty
2	$\geq 99.50\% > 99.00\%$	1% of QGR Value
3	$\geq 99.00\% > 98.00\%$	5% of QGR value
4	$< 98\%$	10% of QGR value

SLA Parameter for Manpower:

Position Details	Penalty against resource change	Penalty for non-deployment
Project Manager	25,000/-	Rs. 3000/Day
Network Specialist (L3)	25,000/-	Rs. 3000/Day
Network Monitoring Engineer. (L2)	15,000/-	Rs. 2000/Day
Network Engineer (L1)	10,000/-	Rs. 1000/Day
Multi Skill Manpower (NSS)	5,000/-	Rs. 500/Day

A resource is entitled to a maximum of 18 leaves per calendar year. Leaves may be availed on a pro-rata basis, based on the duration of the resource's engagement during the year. Any unused leave balance will not be carried forward in the event of a resource change, transfer, or replacement.

SLA Parameter for Call /Incident resolution

SL. No.	Fault Resolution-SLA	Time allocated	Penalty (in % percentage)
1.	Call Resolution (in case of non-hardware failure)	< 8 hrs.	0%
		> 8 hrs. < 16 hrs.	1% of the unit AMC cost
		> 16 hrs < 24 hrs	2% of the unit AMC cost
		> 24 hrs < 48 hrs.	5% of the unit AMC cost
		> 48 hrs	10 % of unit AMC cost
2.	Hardware repair/replacement	< 48 hrs	0%
		> 48 hrs, < 60 hrs	1% of the unit AMC cost
		> 60 hrs < 72 hrs	2% of the unit AMC cost
		> 3 Days < 5 Days	5% of the unit AMC cost
			10% of the unit AMC cost

The total penalty levied on the System Integrator (SI) shall be capped at 10% of the total contract value. Notwithstanding the imposition of such penalties, BSEDC reserves the right to terminate the contract in accordance with the terms and conditions of the agreement.

Further, BSEDC may terminate the contract if the overall service uptime falls below 95% for three (3) consecutive months. Such termination shall be at BSEDC's sole discretion and without prejudice to any other remedies available under the contract.

Planned Downtime

Any planned application / System downtime would not be included in the calculation of application / System availability. However, the Successful Bidder should take at least 10 days prior approval from BSEDC/ Patna High Court in writing for the planned outage, which should not be for more than 30 minutes, would be in lean period (non-movement period, like post mid-night) and limited to max. 2 outages in a year.

16. Payment Terms

The selected Bidder shall be paid quarterly as QGR at the rates specified by the bidder and agreed upon. The bidder shall submit QGR report along with Availability Report of the devices for period made available within 15 days after the QGR date. Bidder shall submit the provided manpower's monthly attendance along with every QGR report.

BSEDC shall make payment after review of the QGR report along Availability Report (logs, if required) of the devices and other parameters as per mentioned SLA only after deduction of penalties (if any).

** Successful bidder must submit all the required documents with invoice for processing payment. Successful bidder needs to submit tax invoices in triplicate for processing payment. All payments are subject to punitive deductions as and when applicable.

17. Annexure1-Indicative Functional & Technical Specification

Networking Device					
High Court End					
Sl. No.	Particular	Qty.	Make	Model	End of Support
1	Core Router	1	Cisco	ASR1013	31.10.2026
2	Internet Router	1	Cisco	ASR1002-HX	30.11.2028
3	Core Switch	1	Cisco	Nexus7009	28.02.2027
4	DMZ Switch	1	Cisco	WS-C3650-48TQ-S	
5	Firewall	2	Fortinet	FortiGate-3700D	Yet not declared
6	NMS system with any other software with enterprise/ Datacenter edition licenses required for commissioning including Helpdesk management to Manage all Network	1	CA	CA Spectrum UIM SM	17.02.2025

7	NMS servers	2	Dell	R730	Yet not declared
District Court End					
1	Router	42	Cisco	ISR4331	30.11.2028
2	Switch	42	Cisco	WS-C3650-48PD-L	31.10.2026
Sub Divisional Court End					
1	Router	37	Cisco	ISR4331	30.11.2028
2	Switch	37	Cisco	WS-C3650-48PD-L	31.10.2026
VC Device					
1	VC Device	232	AVAYA	Avaya Scopia XT 7100-Specification for HD	28.02.2026
Display					
1	43" LED Display	232	LG	43SM5KE	28.02.2026
UPS					
1	5 KVA online UPS with 120 minutes battery backup with 2 year onsite warranty on UPS & Battery + 3 year extended warranty on UPS only	79	Numeric	ONFINITY 5 KVA FMC	28.02.2026
Note: - 18 Set of Battery is installed at each location (Total 1422 Battery need to replace)					
LAN Device					
1	8 Port PoE Access Switch	158	Extreme	X435	
2	24 Port PoE Access Switch	178	Extreme	X435	
3	Rack (9U/12U) with Network Accessories	196			
4	LC-LC Style Single mode Duplex Patch Cord, 3 Meters	979	Commscope		
5	CAT 6 I/O	4139	Commscope		
6	Single faceplate, Square shuttered type	4139	Commscope		
7	Square back box	4139			
8	Cat 6 UTP Patch Cord, LSZH, ETt, 1 Mtr.	4139	Commscope		
9	Cat 6 UTP Patch Cord-LSZH, ETL, 2 Mtrs.	4139	Commscope		
10	24 Port CAT6 UTP Patch Panel - loaded, rear cable management	271	Commscope		
11	UTP CAT 6	140125	Commscope		
12	PVC pipe (of medium mechanical strength) for UTP laying	157487			

13	Electrical wires for electrical cabling and electrical Accessories for all 9U racks	273			
14	Electrical wires for electrical cabling with MCB & MCB Mounting Box and other electrical Accessories for 5KVA UPS	79			
	Manpower				
1	Project Manager	1			
2	Network Specialist (L3)	1			
3	Network Monitoring Engineer. (L2)	2			
4	Network Engineer (L1)	37			
5	Multi Skill Manpower (NSS)	42			

18. Annexure2-Financial Bid Format

Networking Device					
High Court End					
Sl. No.	Particular	Qty.	AMC Cost for 1 year (In INR)	GST	Total Cost with GST
1	Core Router	1			
2	Internet Router	1			
3	Core Switch	1			
4	DMZ Switch	1			
5	Firewall	2			
6	NMS system with any other software with enterprise/ Datacenter edition licenses required for commissioning including Helpdesk management to Manage all Network	1			
7	NMS servers	2			
District Court End					
1	Router	37			
2	Switch	37			
Sub Divisional Court End					
1	Router	42			
2	Switch	42			
VC Device					
1	VC Device	232			
Display					
1	43" LED Display	232			
UPS					
1	5 KVA online UPS with 120 minutes battery backup with 2 year onsite warranty on UPS & Battery + 3 year extended warranty on UPS only	79			
Note:- 18 Set of Battery is installed at each location (Total 1422 Battery need to replace)					
LAN Device					
1	8 Port PoE Access Switch	158			
2	24 Port PoE Access Switch	178			
3	Rack (9U/12U) with Network Accessories	196			

4	LC-LC Style Single mode Duplex Patch Cord, 3 Meters	979			
5	CAT 6 I/O	4139			
6	Single faceplate, Square shuttered type	4139			
7	Square back box	4139			
8	Cat 6 UTP Patch Cord, LSZH, ETt, 1 Mtr	4139			
9	Cat 6 UTP Patch Cord-LSZH, ETL,2 Mtrs	4139			
10	24 Port CAT6 UTP Patch Panel - loaded, rear cable management	271			
11	UTP CAT 6	140125			
12	PVC pipe (of medium mechanical strength) for UTP laying	157487			
13	Electrical wires for electrical cabling and electrical Accessories for all 9U racks	273			
14	Electrical wires for electrical cabling with MCB & MCB Mounting Box and other electrical Accessories for 5KVA UPS	79			
Manpower					
1	Project Manager	1			
2	Network Specialist (L3)	1			
3	Network Monitoring Engineer. (L2)	2			
4	Network Engineer (L1)	37			
5	Multi Skill Manpower (NSS)	42			
Total Cost For 1 year AMC					
Preventive Maintenance					
1	Preventive Maintenance Cost	79			
Total Cost For 1 year AMC (In Words)					

One time Repair cost:

Networking Device					
High Court End					
Sl. No.	Particular	Qty.	AMC Cost for 1 year (In INR)	GST	Total Cost with GST
1	Core Router	1			
2	Internet Router	1			
3	Core Switch	1			
4	DMZ Switch	1			
District Court End					
1	Router	1			
2	Switch	1			
Sub Divisional Court End					
1	Router	1			
2	Switch	1			
VC Device					
1	VC Device	1			
Display					
1	43" LED Display	1			
UPS					
1	Battery replacement cost for 5 KVA online UPS with 120 minutes battery backup	1			

19. Section VI: Forms

Form 1: Declaration on not being blacklisted

(To be submitted on the Letterhead)

To,

**Managing Director
BSEDC Ltd, BELTRON Bhawan,
Shashti Nagar, Patna, Bihar**

**Sub: “Selection of System Integrator for Annual Maintenance Contract
for Virtual Court all District & Sub-Divisional Courts in Bihar.”**

Ref.: Tender no. <Tender Reference no.> Date <dd/dd/yyyy>

Dear Sir,

We confirm that our <Bidding Entity> is not blacklisted for any fraudulent actions by any UT/State/Central Government institution or any Public Sector Organization.

It is hereby confirmed that I/We are entitled to act on behalf of our company/corporation/firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours faithfully,

(Signature of the Authorized signatory of the Bidder)

Name :

Designation :

Seal :

Date :

Place :

Form 2: Declaration of Acceptance of Terms and Conditions of RFP

(To be submitted on the Letterhead)

To,

**Managing Director
BSEDC Ltd, BELTRON Bhawan,
Shashti Nagar, Patna, Bihar**

Sub: “Selection of System Integrator for Annual Maintenance Contract for Virtual Court all District & Sub-Divisional Courts in Bihar.”

Ref.: Tender no. <Tender Reference no.> Date <dd/dd/yyyy>

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [Tender no.]

Regarding “**Sub: “Selection of System Integrator for Annual Maintenance Contract for Virtual Court all District & Sub-Divisional Courts in Bihar.”**”.

I declare that all the provisions of this Tender Document are acceptable to my <Bidder Entity>. I further certify that I am an authorized signatory of my <Bidder Entity>. and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Authorized signatory of the Bidder)

Name :
Designation :
Seal :
Date :
Place :

Form 3: Bid Submission Letter

(To be submitted on the Letterhead)

To,

**Managing Director
BSEDC Ltd, BELTRON Bhawan,
Shashti Nagar, Patna, Bihar**

**Sub: “Selection of System Integrator for Annual Maintenance Contract
for Virtual Court all District & Sub-Divisional Courts in Bihar.”**

Ref.: Tender no. <Tender Reference no.> Date <dd/dd/yyyy>

Sir,

Courts in Bihar.

1. Technical Response

We confirm having submitted the information as required by you in your Request for Proposal document. In case you require any other further information/documentary proof in this regard for evaluation of our bid, we agree to furnish the same in time to your satisfaction.

2. Deviations

We declare that our technical bid is in accordance with the bid documents including related corrigendum. We hereby declare that all technical specifications mentioned in RFP (including all annexure and corrigendum) are acceptable to us without any deviations, exclusions and assumptions. The bid submitted by us is fully complied with all the terms and conditions, technical specifications mentioned in RFP (including all annexure and corrigendum)

3. Performance Bank Guarantee

We hereby declare that in case the contract is awarded to us, we shall submit the contract performance bank guarantee as per RFP.

4. Validity of this Bid

We agree that the bid shall remain valid for a period of 180 days from the date of submission of the bid and it shall remain binding upon us with full force and virtue.

We undertake, if our bid is accepted, to adhere to the changes made by Ministry of Law to the Draft Master Services Contract provided in the RFP, if any.

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

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive.

It is hereby confirmed that I/We are entitled to act on behalf of our company and empowered to sign this document as well as such other documents, which may be required in this connection.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory of the Bidder)

Name :
Designation :
Seal :
Date :
Place :

From 4: Non-Disclosure Agreement (NDA)

Bidder:

Address:

Date:

To,

**Managing Director
BSEDC Ltd, BELTRON Bhawan,
Shashti Nagar, Patna, Bihar**

Dear Sir,

Confidentiality Agreement

We acknowledge that during providing services to [name of client] (“you” or “Company”) pursuant to [scope of services] (“Engagement”) we shall have access to and be entrusted with Confidential Information. In this letter agreement (“Agreement”), the phrase "Confidential Information" shall mean information (whether of a commercial, technical, scientific, operational, administrative, financial, marketing, business, or intellectual property nature or otherwise), whether oral or written, relating to you and your business that is provided to us pursuant to the <work order no. & date>.

In consideration of you making Confidential Information available to us, we agree to the terms set out below:

1. We shall treat all Confidential Information as strictly private and confidential.
2. We shall use Confidential Information solely for the Engagement.
3. We shall not disclose Confidential Information to any third party other than those permitted by clause 4 below.
4. This Agreement shall not prohibit disclosure of Confidential Information:

- i. to our partners, directors, associates, affiliates, agents, subcontractors and employees (“Engagement Team”) who need to know such Confidential Information to perform and assist with the Engagement.
 - ii. to our partners, directors, associates, affiliates and /or such other parties who facilitate the administration of our business or support our infrastructure in both cases (a) in order to perform client and engagement acceptance procedures (including but not limited to the identification of potential conflicts of interest or compliance with independence requirements), (b) for purposes of internal risk assessments and (c) to support the maintenance of quality and professional standards in the delivery of services (e.g. through the involvement of professional practice and policy departments, the participation in quality assurance measures or the establishment and maintenance of knowledge databases). However, we shall remain responsible for preserving confidentiality if Confidential Information is shared with or accessed by parties mentioned herein.
 - iii. with your prior written consent, such consent not to be unreasonably withheld.
 - iv. to the extent that such disclosure is required by any law, rule or regulation.
 - v. to our professional indemnity insurers and advisors in which event we shall do so in confidence only.
5. You shall inform us in writing if, during the Engagement, the Engagement Team will have access to any unpublished price sensitive information, whether of the Company or any other entity. You agree that we shall not be responsible for determining the difference between price sensitive and non-price sensitive information that would form part of the information disclosed to us. All information supplied to us (in whatever form) which is not in the public domain will be treated as Confidential Information for the purposes of the Engagement. Further, you shall be responsible to obtain legal advice to ensure that information disclosed to us is not in contravention of any applicable laws and regulations.
6. Upon your written request we shall arrange delivery to you of the Confidential Information received from you, that is in documentary or other tangible form, except:
- i. retention required for a disclosure permitted by clause 4 (iii) above; and
 - ii. to the extent that we require to retain sufficient documentation that is necessary to support any advice, reports, or opinions provided by us.

The documentation retained will continue to be subject to confidentiality obligations set out in this Agreement.

7. This Agreement shall not apply to Confidential Information that:
- is in the public domain at the time it is acquired by us or enters the public domain after that, otherwise than as a result of unauthorized disclosure by us.
 - is already in our possession prior to its disclosure to us.
 - becomes lawfully available to us from a third party whom we believe to be free from any confidentiality restriction.
 - is independently developed by us or for us without reference to your Confidential Information.
8. This Agreement shall continue for two years from the date of this Agreement unless and to the extent that you may release it in writing. Where any definitive agreement is executed in connection with the Engagement, this Agreement shall be read together with the definitive agreement and be governed by the same.
9. We guarantee that we are acting as principal in this matter and not as agent or broker for any person, company, or firm.
10. We acknowledge that no failure or delay by you in exercising any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except for the contracting parties to this Agreement, no third party shall have any right to enforce or rely on any provision of the Agreement. In no event shall either party be liable for any indirect or consequential losses or damage.
11. This Agreement shall be governed by and construed in accordance with Indian laws without reference to the conflicts of laws principles and any dispute arising from it shall be subject to the exclusive jurisdiction of the courts in New Delhi, India.

With kind regards

Yours sincerely

For (Insert the Entity Name)

Agreed and Accepted For (Insert Client Name) Signature:	
Name:	
Title/position:	
Date:	
Seal:	