बिहार सरकार
(नगर विकास एवं आवास विभाग)
कार्यालय, नगर पंचायत, बिहारीगंज (मधेपुरा)

NIT No: 01/2026-27 **Date: 02/06/2026**

1. LETTER OF INVITATION (LOI) FOR BIDS REQUEST FOR PROPOSAL
NAGAR PANCHAYAT BIHARIGANJ (MADHEPURA) invites online proposals for Selection of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities related to sanitation work for NAGAR PANCHAYAT BIHARIGANJ;
Details of schedule for the bid are given below:-.

Sl. #	Activity	Timeline & Address
1	Website for submission of proposal	www.eproc2.bihar.gov.in/
2	Mode of Submission.	Online submission through eproc2 portal (www.eproc2.bihar.gov.in) and submission of Hard copies at the office of Nagar Panchayat Bihariganj Madhepura at Scheduled date & time.
3	Start date and time for Submission of Technical & Financial proposal on www.eproc2.bihar.gov.in	17/06/2026 by 11:00 AM
4	Last date and time for Submission of Technical & Financial proposal on www.eproc2.bihar.gov.in	22/06/2026 by 03:00 PM
5	Last date and time for Submission of Hard Copies (Payment Proof in the case of a Bank Guarantee, the Original Copy of the Power of Attorney and documents related to Blacklisting/Debarment shall be submitted in original).	23/06/2026 by 03:00 PM Address- Nagar Panchayat Bihariganj (Madhepura)
6	Date and time of opening of Technical Bids	25/06/2026 by 03:30 PM

7	Date of opening of financial bid Date and time of opening of Financial Proposal	To be informed later to technically qualified bidder.
8	Date of Pre Bid meeting	19/06/2026 by 11:00 AM to 03:00 PM Address- Nagar Panchayat Bihariganj, Office
9	Method of Selection	**Least Cost Selection (LCS)**
10	Estimated Product Cost (without service charge)	**4,35,66,743/- (Four Crore Thirty-five lakh Sixty-six Thousand Seven Hundred forty-three rupees only)**
11	Cost of Bidding Document(Tender Fee)	Tender Fee Rs 10,000 (Non Refundable) to be paidthrough Online at www.eproc2.bihar.gov.in
12	EMD(2% of the estimated cost)	Rs- 8,71,335/- (Eight Lakh Seventy-One Thousand Three Hundred Thirty-Five Rupees only) (Refundable) paid through Online at www.eproc2.bihar.gov.in.
13	Period of Validity	180 Days

RFP document shall be available on website: www.eproc2.bihar.gov.in

For Queries & Clarifications, send e-mail to: eonagarpanchayatbihariganj@gmail.com

02/06/2026

Executive Officer

Nagar Panchayat Bihariganj

बिहार सरकार
(नगर विकास एवं आवास विभाग)
कार्यालय, नगर पंचायत, बिहारीगंज (मधेपुरा)

पत्रांक 457

प्रेषक,

नगर कार्यपालक पदाधिकारी,
नगर पंचायत बिहारीगंज।

सेवा में,

निदेशक महोदय,
सूचना एवं जनसंपर्क विभाग,
बिहार सरकार,
पटना।

दिनांक 02/06/2026

विषय :– हिंदी दैनिक समाचार पत्रों में निविदा सूचना (Tender Notice) के प्रकाशन हेतू।

महाशय,

उपर्युक्त विषय के संबंध में कहना है कि नगर पंचायत, बिहारीगंज द्वारा निर्गत निविदा संख्या–01/2026–27 से संबंधित निविदा सूचना (Tender Notice) को राज्य स्तरीय हिंदी दैनिक समाचार पत्रों में प्रकाशित कराया जाना अपेक्षित है।

अतः आपसे अनुरोध है कि संलग्न आम सूचना को विभागीय नियमों के अनुसार शीघ्रतिशीघ्र दो मान्यता प्राप्त हिंदी दैनिक समाचार पत्रों में प्रकाशित कराने की कृपा करें, ताकि फर्म/एजेंसियों नियत समयावधि के भीतर निविदा प्रक्रिया में भाग ले सकें।

निविदा से संबंधित आवश्यक विवरण/प्रति इस पत्र के साथ संलग्न है।

सादर सूचनार्थ समर्पित।

अनु०– यथोक्त।

विश्वासभाजन

02/06/2026
नगर कार्यपालक पदाधिकारी,
नगर पंचायत, बिहारीगंज।

Information & Public Relation Department, Govt. of Bihar

e-Advertisement Acknowledgement Receipt:

Ad. ID:	199776	**Ad. Date:**	02-Jun-2026
Ad. Publish Date:	12-Jun-2026	**Letter No and Date:**	457/02-Jun-2026
Ad. Department/Office:	Nagar Panchayat, Bihariganj(Madhepura)	**Advertiser Name:**	Manila Raj
Requested Location:	MADHEPURA	**Ad. Category:**	Print Media
Advertiser Mob. No.:	7765941288	**Advertiser Email:**	cse2K21manila@gmail.com

NAGAR PANCHAYAT BIHARIGANJ (MADHEPURA)

(Govt. of Bihar)

बिहार सरकार

Request for Proposal for Selection of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities related to sanitation work for Nagar Panchayat Bihariganj (Madhepura).

Office Nagar Panchyat Bihariganj (Madhepura),

Dist.- Madhpura, State- Bihar (852101)

Email: eonagarpanchayatbihariganj@gmail.com

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2. Instructions for Online Bid Submission

a. The Agency/Firm/Company/Society/Proprietorship Firm may download the complete tender documents from the website: https://eproc2.bihar.gov.in or https://state.bihar.gov.in/urban.

b. To participate in the e-Tender process, the applicant must register to obtain a User ID, Password, and Digital Signature. This will enable them to access the website https://eproc2.bihar.gov.in and download/participate in the e-Tender.

c. Bidders may contact the following for assistance:-

e-Procurement Help Desk

Toll-Free Number: **1800 572 6571**

Email ID: **eproc2support@bihar.gov.in**

eProc2.0 Help Desk Address:

Mjunction Services Limited,

RJ Complex, 2nd Floor, Canara Bank Campus,

Khajpura, Ashiana Road,

P.S. - Shastri Nagar, . - 800014, Bihar

d. Bidders can access the RFP documents on the website: https://eproc2.bihar.gov.in, fill them out, and submit the completed RFP electronically on the same platform. Bidders must attach scanned copies (in PDF/JPG format) of all required RFP documents, Bank Guarantee, and certificates as specified in the Eligibility Criteria. Details of the bidding process and a summary of the scope of sanitation works for the project are included in the RFP document.

e. [NAGAR PANCHAYAT BIHARIGANJ] will not be responsible for any delay, for any reason whatsoever, in the receipt of Bid Documents by the Bidders.

f. Bidders are advised to check the file size of the uploaded documents at the time of submission and ensure that the correct file has been uploaded. If they find that the complete file has not been uploaded, they should click on 'Cancel' and re-upload the correct file.

g. Before submission, bidders should ensure that the scanned and uploaded files are properly downloadable and visible.

h. No claim shall be entertained on account of disruption of internet services used by the Consultants. Consultants are advised to upload their bids well in advance to avoid last-minute technical issues.

i. The RFP may be postponed or cancelled at any time due to administrative reasons, and no claim shall be entertained in this regard.

j. Any clarifications may be sought online through the tender portal, via the provided contact details, or during the pre-bid meeting (if applicable). Bidders should take into account any corrigendum issued

before submitting their bids online.

k. All uploaded documents must bear the signature of the Consultant or their authorized signatory. The scanned copies should be of the original documents and certificates.

l. Corrigendum/Addendum/Corrections, if any will be published on the https://eproc2.bihar.gov.in/ and department website https://state.bihar.gov.in/urban

m. A non-refundable bid processing fee of Rs. 590/- (Rupees five hundred ninety only) shall be paid **only** through e-payment modes, i.e., Internet Payment Gateway (IPG) (Master or Visa Card), Internet Banking, NEFT, or RTGS, towards online processing charges payable to BELTRON.

n. The proposals must be accompanied by a non-refundable Tender Document Fee of Rs. 10000/- (Rupees Ten Thousand) and an Earnest Money Deposit (EMD) of Rs- 8,49,135/- (Rupees Eight Lakh Forty-Nine Thousand One Hundred Thirty-Five Rupees only), to be submitted by the Agency in favor of EXECUTIVE OFFICER NAGAR PANCHAYAT BIHARIGANJ payable at Bihariganj . The payment shall be made through Internet Payment Gateway (IPG) .

Note: The Earnest Money Deposit shall be 2% of the estimated cost of the project.

o. The evaluation shall be based solely on the documents uploaded on https://eproc2.bihar.gov.in.

p. In exceptional circumstances, the competent authority, [NAGAR PANCHAYAT BIHARIGANJ], may solicit the Bidder's consent for an extension of the bid validity period.

q. Bids that are rejected during the bid opening process shall not be considered for further evaluation, regardless of the circumstances.

3. Introduction

The Sustainable Development Goals (SDGs) place significant emphasis on sanitation, cleanliness and hygiene. There is evidence globally that better sanitation, hygiene and cleanliness helps in effective control of various vector borne diseases, parasite infections and nutritional deficiencies. There have been studies linking cleanliness and hygiene with reduction in respiratory disorders, gastrointestinal diseases (especially diarrhea), psychological issues and allergic conditions.

Solid waste Management is the process of Collection, Transportation, Processing and Disposal of waste that are discarded after serving their intended purpose. It involves the management of waste collection, transportation, processing and disposal in a manner that best address. Public health, environment protection economic efficiency and aesthetic

SBM-U 2.0 will be implemented with a vision of achieving "Garbage Free" status for all cities. This will involve the following:

All households and premises segregate their waste into "wet waste" (from kitchen and gardens) and "dry waste" (including paper, glass, plastic, and domestic hazardous waste and sanitary waste wrapped separately)

100% door to door collection of segregated waste from each household/ premise.

3.1 Scope of the Project

The **scope of work for supply of manpower in solid waste management** will include a variety of tasks and responsibilities designed to ensure the efficient and effective handling of waste from collection and transportation upto the processing site. Here's an outline of the key areas typically included in the scope of work for supplying manpower in solid waste management:

(i) Waste Collection

- **Primary Collection**: Deploy personnel to carry out the collection of waste from households, businesses, or industrial sites.
- **Transportation of Waste**: Provide manpower for the loading, unloading, and transportation of waste to processing plant.
- **Scheduled Collection**: Ensure the collection team operates according to a fixed schedule for residential, commercial, and industrial waste. (Once in residential area & Twice in commercial areas)
- **Public Engagement**: Staff can be involved in educating residents on proper waste segregation, collection schedules, and safety protocols.
- Agency has to ensure collection of segregated waste and work towards achieving the complete segregation of waste.

(ii) Street Sweeping & Public Area Cleaning

- **Routine Cleaning**: Employ personnel for street sweeping (Once in residential area & Twice in commercial areas), public space cleaning (parks, roadsides, markets, outside of school premises), and collection of litter, community Toilet, fogging' spraying of bleaching powder, surface cleaning of drains etc.
- **Seasonal Cleaning**: Additional staff for special cleaning activities, such as after festivals or events, when waste generation is higher.
- **Desilting of all types of drains will be in the scope of the selected agency. The Selected agency will carry out desilting of all types of drains three (3) times in a year. It is mandatory | to complete desilting of all drains once before the onset of the monsoon season.**

(iii) Transportation & Fleet Management

- **Vehicle Operators**: Provide trained drivers for waste collection trucks and other transportation vehicles.
- **Route Optimization**: Staff to monitor and optimize waste collection routes for efficiency and cost-effectiveness.
- **Transportation of waste should be done in closed vehicle.**

(iv) Segregation of Waste

- **Manual Sorting**: Provide workers for manual segregation of waste at collection points into categories (recyclables, biodegradable, non-biodegradable, etc.)
- **Awareness & Training**: Manpower for training local staff or the public on segregation practices, helping to reduce contamination of recyclables and organic waste.

(v) Grievance Redressal

- Monitor and resolve complaints received through Toll Free No. Swachhta App or any other mechanism.
- Boundary Mapping to demarcate area under ULBs.
- One Control Room setup in every ULB for monitoring, complaints related to SWM.
- One QRT (Quick response team) setup for every member.

3.2 Request for Proposals

The Authority invites proposals (the "Proposals") for selection of Agency (the "Agency") for supply of unskilled, semiskilled and skilled manpower for Performing and Managing Day to Day Activities like sanitary works, driver service and other routine jobs etc of NAGAR PANCHAYAT BIHARIGANJ in conformity with the scope of work and other terms and condition as specified in this RFP.

The Authority intends to selection the Agency through an open competitive bidding process in accordance with the procedure set out herein.

3.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Details of schedulefor the bid.

3.4 Sale of RFP Document

RFP document can be downloaded from the website of www.eproc2.bihar.gov.in. However, the bids of only those Applicants shall be considered for evaluations who have made payment of Rs 10,000/- (Rs Ten thousand only) for the RFP document plus service & gateway charges, without the copy of acknowledgement of payment bids will not be accepted. The RFP Fee of Rs 10,000/- (Rs. Ten thousand only) is Non Refundable and is to be paid through online only at www.eproc2.bihar.gov.in

3.5 Validity of the Proposal

The Proposal shall be valid for a period of 180 days from the Proposal Due Date.

3.6 Brief description of the selection

The Authority has adopted a two stage selection process (collectively the **"Selection Process"**) for evaluating the Proposals comprising of technical bids and financial bids to be submitted by the Applicant. Payment Proof in the case of a Bank Guarantee, the Original Copy of the Power of Attorney and documents related to Blacklisting/Debarment shall be submitted in original to the Authority Address and in soft copy online through e-procurement portal. The financial proposal shall be submitted only online through e-procurement. The selection will be done through **LCS (Least Cost Selection).**

The technical proposals are opened first and evaluated and the bidders who are qualifying as per the technical Evaluation criteria defined in the RFP will only be considered as technically qualified, and the rest would be considered technically non-qualified and would be dropped from the list. Financial Proposals of only technically qualified bidders are opened and the lowest bidder will be ranked as L-1 and the next higher will be ranked as L-2,L-3 etc. The least cost proposal (L1) will be considered for award of contract. The L1 bidder can be approved / invited for negotiation and for final award.

In case multiple bidders emerge as L1, the procuring entity shall select a particular agency through a draw of lots (lottery) conducted in the presence of all concerned bidders. This process shall be digitally recorded via videography.

3.7 Pre-Proposal visit to the Site and inspection of data

Prospective Applicants may visit ULBs Office and review the available data. For this purpose, they will provide at least two days' notice to the nodal officer.

3.8 Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be:

Date and Time: As mentioned in details of schedule for the bid .....- (11:00 AM to 03:00 PM Hrs.)

Venue: At NAGAR PANCHAYAT BIHARIGANJ office

3.9 Official Contact for the proposal

All communications including the submission of Proposal should be addressed to:

Address - Nagar Panchayat Bihariganj , Pin 852101 Dist-Madhepura, Bihar, .

Email: eonagarpanchayatbihariganj@gmail.com

Further for any clarification or any information, the bidders can contact at the below given

Mobile Number: 9031668744

The Official Website for submission of online Bid is:

http://www.eproc2.bihar.gov.in

4. Conditions of Eligibility of Bidder

4.1 Eligibility of Applicants

i. Bidder must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for technical evaluation.

ii. JV Partner/Consortium/Other association is not allowed in this work. However, the selected agency may sublet/sub-contract up to 10% of contract work with prior approval of the concerned Executive Officer. The details of the work to be outsourced to third party/agecnies should be approved by concerned Executive | officer and explicitly outlined in their contractual agreement. The qualification and relevant field experience of the proposed sub contractor shall be sub contracting any component of the work.

iii. To be eligible for evaluation of its Proposal, the bidder shall fulfill the following.

4.2 Eligibility criteria

(i) An entity registered under Indian Companies Act 1956 / 2013 or Limited Liability Partnership Act 2008/Partnership Firm Registered Under Partnership Act, 1932 or equivalent law abroad / Institutions registered under Societies Act (solid waste management objective should be covered in Society Bylaws) /Proprietorship. (Copy of Incorporation Certificate / Registration to be attached).

(ii) Valid PAN card and GST registration in India. (PAN Card and GST Registration Certificate and last quarter GST Return to be attached)

(iii) Audited Balance Sheet of last three years with ITR Return and Average Annual Turnover Certificate. (Copy of Audited Financial Statement, ITR and Turnover Certificate with UDIN of last three financial years to be attached)

(iv) Valid EPF and ESIC registration. (Copy of EPF and ESIC Registration certificate along with last six months EPF and ESIC return with payments proofs to be attached)

(v) Valid Labour license**(at the time of agreement)**.

(vi) The bidder must have at least five years experience (ending month of March prior to the bid opening) of providing manpower for sanitation work to State/Central Government Departments/PSU. Services rendered with list of such Central/State/PSUs with duration of services shall be furnished. (Copy of Work Order and completion certificate in the name of the bidder Certificates of similar work experience should be issued by an officer not below the rank of Executive Engineer / Project manager/Executive Officer/ Municipal Commissioner or equivalent from any of central/State Govt. departments)

(vii) The bidder should submit a notarized affidavit that the agency firm has not been blacklisted/ debarred from any State/Central Government Departments/PSU. The bidder should submit/attach copy of a

notarized affidavit with technical bid as a proof. Any entity which has been debarred/blacklisted by any autonomous body ,Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the debarred/blacklisting subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

(viii) An Insolvency Certificate issued by any nationalized bank, for an amount not less than Rs.- **5 Crore** (10% of the estimated cost), shall be attached.

(ix) Bidder must have registered office in India which is operational for at least three years preceding proposal due date. Also bidder will have to setup a Central office in Bihar along with camp office in respective ULBs after award of contract.

(x) Valid character certificate of Individual/ partners and directors.

4.3 Technical Eligibility

The bidder must have successfully completed at least one similar assignment of supplying unskilled/skilled manpower for sanitation work to any State Government body, Central Government entity, PSU with a single contract value of at least 80% of the estimated cost within the last three years.

or

The bidder must have successfully completed at least two similar assignments of supplying unskilled/skilled manpower for sanitation work to any State Government body, Central Government entity, PSU each with a single contract value of at least 50% of the estimated cost, within the last three years.

or

The bidder must have successfully completed at least three similar assignments of supplying unskilled/skilled manpower for sanitation work to any State Government body, Central Government entity, PSU each with a single contract value of at least 40% of the estimated cost, within the last three years.

Document Proof : Client Agreement as proof of contract value along with work order and completion certificate must be enclosed.

4.4 Financial Eligibility

i. Average Annual Turnover of the bidder for the immediate last three financial years ending on 31st

March,[i.e., for a RFP being published in 2025-2026, last three financial years will be Year 1 (2023–2024), and Year 2 (2024–2025) Year 3 (2025–2026) . However, if ITR filling deadline for the year 2024-2025 is beyond the date of publication of RFP, then the last three financial years will be Year 1 (2021–2022), Year 2 (2022–2023), and Year 3 (2023–2024)] should be equal to or greater than an amount 50% (fifty percent) of the estimated cost. (Copy of the audited Financial Statement, Copy of ITR for all the three years along with average annual turnover certificate with UDIN).

ii. The Applicant should submit a Power of Attorney of authorized representative as per the format given in this RFP. (Annexure-11)

iii. An Applicant should have, during the last three financial years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Applicant or its Associate.

iv. While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format, without changing the content of the forms, making due provision for incorporation of the requested information.

v. Bidder to enclose all of the following documents in support of his Qualification for bidding.

   a) Incorporation certificate of the company /Proof of Company registration document/MoA/ AoA.

   b) Copy of Agreement & Work order/ Performance certificate from the client certificate for which technical capability is claimed;

   c) Completion Certificate(s) from its concerned client(s) in support of "eligibility" clearly stating the capacity of project including performance of the firm for the work completed during the contract period of the project in respect of the projects whose experience is claimed.

      - Performance certificate should be issued from the concerned client(s)
      - In case a particular work/contract has been jointly executed by the Bidder (as part of a consortium/Joint Venture), it should further support its claim for the share in work done for that particular work/contract.

   d) Audited balance sheet of preceding three financial years from the due date of submission of this bid and Certificate(s) from its Statutory Auditors in support of "the Financial Eligibility and copy of ITR last three financial year along with average annual turnover

certificate with UDIN.

e) Copy of the GST and Copy of PAN Card.

f) Copy of EPF , ESIC and Labor License (Labour License required after work awarded).

g) Affidavit on notarized non-judiciary stamp paper for no-blacklisting / debarred & Conflict of Interest.

h) Copy of valid character certificate (At the time of agreement).

i) All annexure as per RFP (If applicable).

j) The Bidder should submit a Power of Attorney of authorized representative as per the format as given in this RFP.

4.5 Conflict of Interest

i. An Applicant shall not have a conflict of interest that may affect the Selection Process or the Work (the **"Conflict of Interest"**). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the EMD/Bid Security as applicable.

ii. The Authority requires that the Agency provides professional, objective, and impartial solution and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

a) Number of Proposals

No bidder shall submit more than one bid for the said work

b) Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site etc. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

c) Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting Nagar Panchayat Bihariganj Office and collection of data and Information required if any.

4.6 Restrictions regarding Personnel Deployed

The quoted rates shall not be less than the minimum wage fixed/notified by the State Government-where the services is performed and shall include all statutory obligations. The services provider shall be liable for all kind of dues payable in respect of all personnel provided under the contract and the Procuring Entity shall not be liable for any dues for availing the services of the personnel. The service provider should ensure that persons to be deployed are not alcoholic, drug addict and not indulge in any activity prejudicial to the interest of the Procuring Entity. The service provider shall ensure to get Police Verification for all the manpower deployed by them.

4.7 Workmen Safety and Insurance

The service provider shall alone be fully responsible for safety and security and insurance or life insurance of their personnel engaged in scope of this contract work. The service providers (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at their (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid. The service provider shall provide and ensure sufficient protection gears like safety shoes, hand gloves, ladders, etc. are being used by their workers while carrying out works. The Bidder is solely responsible for any compensation to the manpower involved in this contract as per applicable Central/State guidelines or any scheme specific guidelines. The ULBs will not be liable for any compensation in the event of any fatal injury or death caused to or by any deployed manpower by the agency ,while performing or discharging their duties, whether during inspection or otherwise.

4.8 Acknowledgement by Applicant

a) It shall be deemed that by submitting the Proposal, the Applicant has

i. made a complete and careful examination of the RFP.

ii. received all relevant information requested from the Authority.

b) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to all the above given Clauses.

c) satisfied itself about all matters, things and information, including matters referred to all the above given Clauses herein, necessary and required for submitting an informed Application and performance of all of its obligations there under.

d) acknowledged that it does not have a Conflict of Interest; and

e) Agreed to be bound by the undertaking provided by it under and in terms hereof. The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

f) Right to reject any or all Proposals

i. Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time (before entering into an agreement) without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof

ii. The Authority reserves the right to reject any Proposal if

- at any time, a material misrepresentation is made or discovered, or
- the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the L1 ranking Applicant gets disqualified / rejected, then the Authority reserves the right to award the work to the second lowest bidder i.e L2 at the rate of L1 OR in case of multiple L1 bidders, the lottery system will be adopted amongst the rest L1 bidders.

g) **Clarifications.**

Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by e-mail so as to reach before the date mentioned in the Schedule of Selection Process. The subject shall clearlybear the following identification.

"Queries concerning RFP for Selection of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities for sanitation work at NAGAR PANCHAYAT BIHARIGANJ

i. The Authority will post the reply to all such queries on the Official e-procurements Website (www.eproc2.bihar.gov.in).

ii. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing shall be construed as obliging the Authority to respond to any question or to provide any clarification and under such conditions the provision under RFP shall prevail.

h) **Amendment of RFP**

i. At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Corrigendum / Amendment and posting it on the Official Website.

ii. All such amendments/corrigendum/addendums will be posted on the Official Website and will be binding on all bidders.

iii. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

i) **PREPARATION AND SUBMISSION OF PROPOSAL**

(i) Language

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

(ii) Format and signing of Proposal

(a) The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects. The technical and financial proposal shall be submitted online only.

(b) The Applicant shall prepare one original set of the Proposal (together with originals (i.e. original copy of notarized affidavit, EMD (online receipt/original bank guarantee) / copies of Documents required to be submitted along therewith pursuant to this RFP). In the event of any discrepancy between the online submission and physically submitted version, the online submission shall prevail.

(c) The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page. In case of printed and published Documents also each pages shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

- by all partner or an authorized person, in case of a partnership firm and/or a limited liability partnership; or
- by a duly authorized person holding the Power of Attorney, in case of a Limited Company or

acorporation; or

- A copy of the Power of Attorney certified by a notary public in the form specified in Appendix given in thisRFP shall accompany the Proposal.

(d) Applicants should note the PDD, as specified in this RFP, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of PDD. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

(iii) Technical Proposal

(a) Applicants shall submit the digitally signed technical proposal online at www.eproc2.bihar.gov.in In the formats at Appendix (the "Technical Proposal on or before the date and time mentioned in this RFP) and hard copy of payment proof and original copy of affidavit/blacklisting form, BG.

(b) While submitting the Technical Proposal, the bidder shall, in particular, ensure that:

- The Bid Security/Earnest Money Deposit (EMD) is submitted as per the provisions laid down in thisRFP.
- All forms are submitted in the prescribed formats and signed by the prescribed signatories; Powerof attorney, if applicable, is executed as per Applicable Laws;
    - Failure to comply with the requirements spelt out in this above Clauses shall make the Proposal liable tobe rejected.
    - The Authority reserves the right to verify all statements, information, and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority hereunder.
    - In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the 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 Authority without the Authority being liable in any manner whatsoeverto the Selected Applicant or Agency, as the case may be. In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to theAuthority.

(iv) Financial Proposal

(a) The Financial Proposal shall be submitted online only and in the formats given at Appendix (the "Financial Proposal") clearly indicating the total cost in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the twoshall prevail.

(b) While submitting the Financial Proposal, the Applicant shall ensure the following.

- All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover overall cost for supply and services NAGAR PANCHAYAT BIHARIGANJ as per scope given in this RFP.
- The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected
- The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under the Financial Proposal.
- Costs shall be expressed in INR only.
- The bidder will quote the price/cost for manpower supply according to Labour Department approved rate which is attached in annexure-12, if financial quoted price will less than Labour Department board approved rate, bidder's financial bid will be rejected, and their EMD will be forfeited.

(v) Submission of Proposal

(a) The Applicants shall submit the Technical Proposal online as well as in physical form (Payment Proof in the case of a Bank Guarantee, the Original Copy of the Power of Attorney and documents related to Blacklisting/Debarment shall be submitted in original) as per date and time mentioned in this RFP. However, the Financial Proposal shall be submitted online only as mentioned. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of this RFP. In case the Proposals are submitted online and the Applicants are unable to submit the hard copy on or before the date and time mentioned then the Bids shall be liable for rejection. Only those physically submitted documents regarding Technical Proposals will be acceptable and considered, if, same are uploaded in the website along with the Financial Proposal.

(b) The Technical Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal must be numbered and initialed by the person or persons or Authorized Signatory signing the Proposal.

(c) The completed Proposal must be submitted online on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. Technical Proposal shall be submitted in Physical form in original and the scanned copy in PDF shall be uploaded on the www.eproc2.bihar.gov.induly digitally signed. The financial Proposal shall be submitted online only.

(d) The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

(e) The rates quoted shall be firm throughout the period of performance of the assignment up to and includingdischarge of all obligations of the Agency under the Agreement.

(vi) Proposal Due Date

(a) Proposal should be submitted on or before the Proposal Due Date specified in bid schedule at the address provided in NIT in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

(b) The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause mentioned above uniformly for all Applicants.

(vii) Late Proposals

Proposals received by the Authority after the specified time on Proposal Due Date shall not be eligible forconsideration and shall be summarily rejected.

(viii) Bid Security/EMD

a. The Applicant shall furnish as part of its Proposal, a bid security of an amount 2 % of estimated cost (Refundable) to be paid through online at website www.eproc2.bihar.gov.in or in case of Bank Guarantee (BG) EMD should be payable in the name of EXECUTIVE OFFICER NAGAR PANCHAYAT BIHARIGANJ, Payable at Bihariganj. valid till beyond the 45 days of bid validity. The copy of the proof of submission of bid securityonline to be submitted in technical proposal.

b. Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.

c. Bid Security/EMD shall be returned to the agencies after the submission of required performance security.

d. The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

e. The bidder, by submitting its bid pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions.

- If an bidder engages in any of the Prohibited Practices.
- If an bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time.
- In the case of the Selected bidder, if the Applicant fails to reconfirm its commitments after its selection.
- In the case of a Selected bidder, if the bidder fails to sign the Agreement or commence the assignmentas specified in this RFP; or
- If the bidder is found to have a Conflict of Interest as specified in Clause given overleaf.
- If the bidder has made material misrepresentation or has given any materially/document incorrect or false information to NAGAR PANCHAYAT BIHARIGANJ

(ix) Performance Security

(a) The bidder, by submitting its bid pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed

pre- estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:-

- If bidder engages in any of the Prohibited Practices
- if the bidder is found to have a Conflict of Interest as specified overleaf; and
- if the Selected bidder commits a breach of the Agreement

(b) An amount of Five (05) per cent of the value of contract) which shall be provided by awarded bidder within 10(Ten) days after issue of LOA at the time of work order/ agreement in the shape of B.G, it should be in favour of EXECUTIVE OFFICER NAGAR PANCHAYAT BIHARIGANJ, Payable at BIHARIGANJ . which will valid beyond 60 days for entire contract period shall be deemed to be the Performance Security for the purposes of this Clause, which may be forfeited and appropriated in accordance with the provisions hereof. The performance security shall be returned after the expiry of contract/ contractual obligation/work order/end of work.

(c) The bank guarantee has to be from an Indian Nationalized/Scheduled Bank located in India. The bank guarantee shall be payable at .. The performance security shall be furnished within 10 days from the date of issue of letter of acceptance

4.9 EVALUATION PROCESS

a) Evaluation of Technical Proposals

i. The Authority shall open the Proposals on the date decided in RFP/NIT. The "Technical Proposal" shall be opened first.

ii. Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if.

iii. the Technical Proposal is received in the form specified.

iv. it is received by the PDD including any extension thereof.

v. it is signed.

vi. it is accompanied by the Power of Attorney (if applicable).

vii. it contains all the information (complete in all respects) as requested in the RFP.

viii. it does not contain any condition; and

ix. it is not non-responsive in terms hereof

x. The Authority reserves the right to reject any Proposal, which is non-responsive, and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.

xi. The Authority shall subsequently examine and evaluate Proposals in accordance with the

Selection Process specified in this RFP and the criteria set out in this RFP.

b) Evaluation of Financial Proposals

(i) After the technical evaluation, the Authority shall prepare a list of pre-qualified Applicants for opening of their Financial Proposals. The Authority will not entertain any query or clarification from Applicants who fail to qualify at Technical stage after grievances redressal in the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out based on the Least Cost Method.

(ii) The quote for service charge shall be including the TDS applicable to the agency and a fair amount of return on the efforts and the agency shall be disqualified prima facie if the rates are found below the approved rate of Labour Resource Department, Bihar which is attached in annexure and TDS applicable to them.

(iii) Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the agency is subsequently awarded to it.

(iv) Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed 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 Authority or as may be required by law or in connection with any legal process.

(v) Clarifications.

- To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for

clarification(s) and all clarification(s) in response thereto shall be in writing.

- If an Applicant does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Authority may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be dbarred from subsequently questioning such interpretation of the Authority.

Note: Clarification should be asked only Work experience related

4.10 Appointment of agency

a. Negotiations

The Selected bidder may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Agency under this RFP. Issues such as design, minute details, strategy and roadmap, methodology and quality of the work shall be discussed during negotiations. The negotiations shall conclude with a review of amended draft contract and preparation of minutes of negotiation both of which shall be signed by the authority's' and the applicant's authorized representative. In case the Selected Applicant fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.

b. Indemnity

The Agency shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in services by Agency appointed.

c. Award of Work

L-1 bidder may be selected for award of work .After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre- estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered

d. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within 15 working days. The Selected Applicant shall not be entitled to seek any deviation in

the Agreement

e. Commencement of assignment

The Agency shall commence the work within 7days from the date of execution of Agreement or such other date as may be mutually agreed. If the Agency fails to either sign the Agreement or commence the assignment as specified herein, the Authority may allocate the work to other empanelled agency. In such an event, the Bid Security/EMD of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of this RFP.

f. Proprietary data

Subject to the provisions of this RFP, all documents and other information provided by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants and the Agency, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analyzed, processed, or in whatever manner provided by the Agency to the Authority in relation to the work shall be the property of the Authority.

g. Fraud and corrupt practices

(i) The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Applicant's Proposal.

(ii) Without prejudice to the rights of the Authority under above Clause hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant

or Agency, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

(iii) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them"

"**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the 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 Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Agency/ adviser of the Authority in relation to any matter concerning the Project;

"**fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process

coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process

"**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

"**Restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

h. PRE-PROPOSAL/PRE-BID CONFERENCE

i. Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. The queries shall be submitted to the Authority via email on the email address as specified in this RFP and within the stipulated time. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.

ii. During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions as per the queries submitted for consideration of the Authority. The Authority 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 Selection Process.

i. Miscellaneous

i. The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

ii. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

iii. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;

iv. consult with any Applicant in order to receive clarification or further information

v. retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or

vi. Independently verify, disqualify, reject, and/or accept any and all submissions or other information and/orevidence submitted by or on behalf of any Applicant.

vii. It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, 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 herewith and waives any and all rights and/or claims it may

have in this respect, whether actual or contingent, whether present or future.

viii. All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.

ix. The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in theirprevious experience record.

i) Disqualification

NAGAR PANCHAYAT BIHARIGANJ may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder,if the bidder has:

i. Submitted the Proposal documents after the response deadline.

ii. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

iii. Exhibited a record of poor performance such as doing as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.

iv. Submitted a proposal that is not accompanied by required documentation or is non-responsive.

v. Failed to provide clarifications related thereto, when sought.

vi. Declared ineligible by any Department or office of Government for corrupt and fraudulent practices or blacklisted or debarred.

vii. Submitted financial bid with conditions

5. Payment Schedule

(a) The agency will raise its invoice on completion of services for the month and along with NEFT transaction of the Previous month payments made to the manpower to ensure the remuneration are made as per RFP, which must be submitted to the department in hard copy/email by 05th of the succeeding month, along with all supporting documents i.e. EPF and ESIC Payment challan with manpower details and attendance sheet duly signed and certified by the Competent Authority. Agency shall make the payment to manpower through NEFT/Bank transfer only, latest by 07th of succeeding month.

(b) All payments to the successful Bidder shall be made monthly upon submission of invoices along with attendance sheet. Attendance of resources will be certified by the concern Authorities.

(c) [NAGAR PANCHAYAT BIHARIGANJ] will pay it by 10th of the month after the receipts of the invoice and only upon satisfaction, in terms of project deliverables, smooth and glitch free implementation, and

timelines.

(d) The Agency shall, at all times during the period of Contract for providing the Services shall comply fully with all labour laws, Acts, rules & regulations. The manpower so deployed by the agency shall remain under the control and supervision of the agency and the agency shall be liable for payment of their wages and mandatory deduction as applicable, and all other dues payable under various labour regulations and other statutory provisions. The agency shall be solely liable for any violation of provisions of the said Acts or other laws applicable to such service.

(e) The Agency shall comply with all laws and regulations governing the relation between the employer and employee which are in force as the agency is the employer and the manpower are its employee. The agency shall indemnify and keep indemnified the Client against any loss, charges and expenses suffered by it on account of breach of any laws or regulations.

(f) The Agency shall maintain such registers and records containing such particulars of contract personnel employed as required by the Contract Labour (Regulation and Abolition) Act 1970 or any other law including particular regarding the nature of work performed by the contract personnel and the rates of wages paid to the personnel.

(g) If deployed personnel is unfit to carry out assigned task properly or to the satisfaction of the department ,the agency shall withdraw such person and provide replacement in his/her place as per the process decided by UDHD.

(h) The agency shall continue the work as per agreement in case of non-payment due to any unavoidable reasons up to 60 days.

6. FORM OF CONTRACT

CONTRACT FOR:

CONTRACT NUMBER: [Please insert project number]

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, ... between NAGAR PANCHAYAT BIHARIGANJ..... (hereinafter referred to as "the Client") through Nodal Officer .....

And

M/s ..... (hereinafter referred to as "the Consultant") through .....

Contract Agreement

1. Date of Agreement :
2. Date of Work Start :
3. Date of Work Completion :
4. Contract Value :
5. Tender/RFP Reference No. :

WHEREAS:

A. the Employer has requested the Consultants to provide certain consulting services as defined in the General Conditions attached to this Contract (hereinafter called the "Services");and

B. the Consultants, having represented to the Employer that they have the required professional skills, personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract.

C. The Consultant has also issued Performance Security Rs. ..... (Rupees .....) by Performance Bank Guarantee No. ..... dated

..... with validity up to ..... and claim expiry up to ..... issued by .....

NOW THEREFORE the parties hereto hereby agree as follows:

Documents

This Contract shall be comprised of the following documents:

Section 1 General Conditions

Section 2 Special Condition

Section 3 Terms of Reference

Section 4 Schedule of Prices

Section 5 Minutes of Financial / Contract Negotiation Meeting Appendices:

Appendix A: Copy of letter of acceptance

Appendix B: Format for Bank Guarantee for Performance Security

Appendix C: Minutes of the Pre-bid meeting

This Contract constitutes the entire agreement between the Parties in respect of the Consultants obligations and supersedes all previous communications between the Parties.

The mutual rights and obligations of the Employer and the Consultants shall be as set forth in the Contract; in particular

(a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) Employer shall make payments to the Consultants in accordance with the provisions of the Contract.

Commencement and Duration of the Services

The Consultant shall start the Services on _ [please insert date] ("the Start Date") and shall complete them by [please insert date] ("the End Date") unless this Contract is terminated earlier in accordance with its terms and conditions.

Financial Limit

Payments under this Contract shall not, in any circumstances, exceed ..... (Rupees .....) exclusive of any government tax, if applicable ("the Financial Limit").

Time of the Essence

Time shall be of the essence as regards the performance by the Consultant of its obligations

under this Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written

For and on behalf of Client (authorized representative of UD & HD) Signature: Name: Date:	For and on behalf of Consultant Signatur e: Name: Date:
Witness on behalf of Client 1. ..... 2.	Witness on behalf of Consultant 1. ..... 2. .....

General Conditions of Contract

Definitions

(a) "Applicable Law" means the laws and any other instruments having force of law in India as they maybe issued force and in force from time to time.

(b) "Proposals" means proposals submitted by bidders in response to the RFP issued by NAGAR PANCHAYAT BIHARIGANJ for"Empanelment of Agencies for providing manpower".

(c) "Competent Authority" means the EXECUTIVE OFFICER, Location- NAGAR PANCHAYAT BIHARIGANJ

(d) "Committee" means the committee formed for the evaluation of the proposals.

(e) "Payment/monthly remuneration" means the price payable to the agency by NAGAR PANCHAYAT BIHARIGANJ under the Contract for the complete and proper performance of its contractual obligations.

(f) "Agency/awarded bidder" means any private or public entity, which will provide the services to NAGAR PANCHAYAT BIHARIGANJ under the contract.

(g) "Contract" means the Contract signed by the parties along with the entire documentation specified inthe RFP.

(h) "Day" means Calendar day.

(i) "Month" mean Calendar month.

(j) "Monthly basis" means all days of month including public holidays and Sunday.

(k) "Effective date" means the date on which the contract comes into force and effect.

(l) "GCC" mean General Conditions of Contract, specified in this Section of RFP.

(m) "Government" means State Government.

(n) "Circle" refer .... circle of NAGAR PANCHAYAT BIHARIGANJ

(o) "Manpower/personnel" means sanitation labour/driver/supervisor/assistant provided by the agency for performing of day to day NAGAR PANCHAYAT BIHARIGANJ work.

(p) Employer refers to the agency appointed for providing of manpower to NAGAR PANCHAYAT BIHARIGANJ. under the contract.

(q) Employees refer to manpower deployed by the agency for performing of day to day NAGAR

PANCHAYAT BIHARIGANJ work.

(r) "Services" means the work to be performed by the agency pursuant to the contract and to be signed by the parties in pursuance of any specific assignment awarded to them by NAGAR PANCHAYAT BIHARIGANJ.

(s) Authority/ NAGAR PANCHAYAT BIHARIGANJ /Client refers to NAGAR PANCHAYAT BIHARIGANJ ..... whereas Agency refers to the appointed agency for supply of manpower through this bidding process.

(t) Uniform refer to shirt/t-shirt, paint, shoes, cap and raincoat etc. shall be provided by agency to theirsupplied manpower during contract period.

(u) "NAGAR PANCHAYAT BIHARIGANJ" mean Urban Local Body.

(v) Minor welding refers to fixing of hinge/hook, minor welding of frame/sheet etc. of fabricated parts ofvehicle/e-cart.

(w) Minor repairing refers to regularly checking and fixing of electric wiring /switching/horn of vehicle/e-cart and regularly checking of air pressure of tyres

(x) Minor maintenance of vehicle (small/big) except e-rickshaw/e-cart refers to puncture's repairing of tyre, washing, greasing and maintain of standard level of oiling (axle of vehicles engine oil/gear oil/coolant/brake oil/axle oil/hydraulic oil etc), of vehicle on regularly basis.

(y) Minor maintenance of e-rickshaw/e-cart refers to puncture's repairing of tyre, washing and maintainof distilled water in lead acid battery of e-cart/e-rickshaw on regularly basis

Application

These general conditions shall apply to the extent that provisions in other parts of Contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of NAGAR PANCHAYAT BIHARIGANJ for literal meaning shall be final and binding on the agency

Standards of Performance

The agency shall give the services and carry out their obligations under the Contract with due diligence and efficiency in accordance with generally accepted professional standards and practices. The agency shall always act in respect of any matter relating to this contract as faithful advisor to NAGAR PANCHAYAT BIHARIGANJ . The agency shall abide by all the provisions/Acts/Rules etc. related to labour laws and tax laws prevalent in the country. Theagency shall conform to the standards laid down in RFP in totality.

Contract Duration

The Contract duration is **two (2) years.** NAGAR PANCHAYAT BIHARIGANJ may decide to extend the empanelment for duration of **furtherone (1) year** subject to satisfactory performance of the agency.

Commencement of assignment

The awarded bidder shall commence the work within 7 days from the date of execution of work order/LOI/LOA or such other date as may be mutually agreed. If Agency fails to commence the assignment as specified herein, the Authority may allocate the work to other agency .In such an event, the Bid Security/performance security of the that agency shall be forfeited and appropriated in accordance with the provisions of this RF.

Agency's Risks

All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the agency.

Safety

The agency shall be solely responsible for the safety of supplied manpower.

Penalties For Lapses/Shortfall

The penalty amount will be levied to the agency if lapses/shortfall found during contract period as follows-

Sl. No	Lapses/Shortfall	Penalty (per instance)
1.	If any sanitation labour is found without safety gadgets(gloves/shoes/ safety jacket etc.)	Rs. 100 per person/per day
2.	If speed of vehicle is found more than 20 Km/hr or If driver found rash driving during door to door collection	Rs. 200 per day
3	If any driver found without uniform, valid commercial driving license or i-card	Rs. 200.00 per person/per day
4	If driver fails to scan barcode installed by NAGAR PANCHAYAT BIHARIGANJ of each household during door to door collection of MSW.	Rs.200 per household
5	If washing of the vehicle is not done on regular basis.	Rs. 200 per vehicle per

		day
6	If agency is found not maintaining the standard level of oiling (engine oil/gear oil/coolant/brake oil/axle oil/hydraulic oil etc.) of vehicle on regular basis. Note:- Agency has to inform the ULBs immediately in case of above mentioned conditions.	Rs. 1000 per vehicle per day
7	If found that fabricated part of vehicle is not in good condition (not proper welded/or broken) Note:- Agency has to inform the ULBs immediately in case of above mentioned conditions.	Rs. 500 per vehicle per day
8	If any complaints received from the deployed manpower of less amounts paid than required or of any other such malpractices	Rs. 5000 per month
9	Non-compliance of the EPF/ESIC	Rs.1000 per person
10	If any of the manpower deployed by the agency will disobey to carry out such order of NAGAR PANCHAYAT BIHARIGANJ ; his/her service shall be withdrawn immediately and sent back to the agency. In such a case if the Agency does not provide substitute manpower within two days.	Rs. 300 per day per person imposed till deployment of a substitute
11	If more than two verified complaints received from same spot within one week	Rs. 1,000/- per spot.
12	If complaints not resolved within 48 hours	Rs.500/- per complaint.
13	If the waste collection vehicle is not available for two or more days continuously	Rs.1000/- per complaint
14	If segregation of waste is below 75% for any month	2.5% of service charge per month will be deducted
15	If community toilet cleaning is not done for two or	Rs 500/- per community

	more days continuously	toilet
16	If there is non-payment of wages of manpower supplied by the agency by 07th of the succeeding month.	2.5% of service charge per month will be deducted.

Note:-

(i) In case of multiple violations within one week, ULBs will have right to seize the performance security and cancel the agreement.

Payment Terms & Time line

Payment will be made after submission of the bill by the agency, subject to the fulfillment of the following requirements:

Certificate from the authorized person on behalf of the NAGAR PANCHAYAT BIHARIGANJ regarding the presence of the manpower provided by the agency and satisfactory work along with Bio-matrix attendance will be submit.

The agency shall have to submit along with the bill, the copy of the attendance register with signature of every deployed manpower/biometric attendance and salary register for having made payment to the manpower provided, copy of bank statement/RTGS having made payment to the manpower provided, necessary copies of the challans for having made payments of the statutory deductions like P.F., ESIC contribution etc. in respect of the previous month's payment.

The agency will generate challan of EPF and ESIC for deployed manpower on the NAGAR PANCHAYAT BIHARIGANJ ULBs basis andsame shall be submitted to NAGAR PANCHAYAT BIHARIGANJ

However, the agency will have to make payment to the manpower provided within 10 days from the end of the month. NAGAR PANCHAYAT BIHARIGANJ expects strict compliance of the laws of the labour from the agency.

The agency shall have to issue salary slips at the time of making payments to the manpower provided and shall be clearly mentioned the break-up of salary along with the basic salary, net payable salary and deductions made for EPF and ESIC.

The agency will raise the necessary bill after making payment to the manpower provided and payment of statutory deductions in respect of previous month.

The agency will submit list of manpower provided to NAGAR PANCHAYAT BIHARIGANJ on circle basis in prescribed format of NAGAR PANCHAYAT BIHARIGANJ in soft copy (in excel/PDF) as well as certified hard copy within 5 days after the end of every month with following mandatory details:-

I. Aadhar number;
II. Bank number;
III. EFP & ESIC number;
IV. Break-up of salary with deduction of EPF and ESIC;
V. Net payable salary to manpower
VI. Shift timing.

The rate contract shall be given subject to compliance by the agency of all the laws of the land, including renewal of registration of its license under applicable Act, Contract labour Act, Labour Department approved rate etc. and other applicable laws.
Income Tax other taxes and penalty, if applicable will be deducted from the bill.

In case of temporary work/short term work (i.e drain desilting etc.), If manpower is outsourced by the NAGAR PANCHAYAT BIHARIGANJ from the agency to performing short term work, it will be mandatory for the agency to comply with ESIC & EPF and its related provision as per the rules. The above payment for manpower will be paid by NAGAR PANCHAYAT BIHARIGANJ only after the evidence related to the copy of paid remuneration amount to deployed manpower and copy of ESIC & EPF challans for having made payment submitted to NAGAR PANCHAYAT BIHARIGANJ.
If above mentioned document/copies/fact (if applicable) have not been submitted by agency with bill, then the reimbursement/ payment of bill will not be made by NAGAR PANCHAYAT BIHARIGANJ

Note:-

NAGAR PANCHAYAT BIHARIGANJ will have the right to check the bank passbook of manpower provided by agency on random basis and agency will cooperate with NAGAR PANCHAYAT BIHARIGANJ for same.

NAGAR PANCHAYAT BIHARIGANJ may ask for any documents/evidence from agency for verification as and when requiredin the best interest of NAGAR PANCHAYAT BIHARIGANJ.

Monthly remuneration/payment

Monthly remuneration/payment payable to the agency as stated in the Contract shall remain constant and fixed during the Contract period.
Information about the Monthly remuneration for providing Manpower shall be provided as per Annexure given in this RFP for financial proposal and if any correction is made, initial shall be put after the correction is made. The rates quoted should not be less than minimum wages prescribed by Labour Resource Department

for the category of the manpower which is attached at annexure-12 of this RFP. The agency shall pay the minimum monthly salary to the manpower/staff/worker as per Labour Resource Department approved rate. The bidder should follow the payment schedule described in the RFP.

Applicable law -

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The contracts shall be interpreted in accordance with the laws of the Union of India.

Governing Language

The Contract shall be written in English Language. English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

Sub Contracts

No Sub Contracting shall be allowed for this project.

Performance Assessment

This RFP is for selection of the agency for execution of the assignments from time to time.

NAGAR PANCHAYAT BIHARIGANJ shall carry out monthly review meeting in which the manpower provided by agency, compliances like PF, ESI and other statutory dues shall be reviewed and the agencies not complying with the tender/RFP/contract terms shall be appropriately treated.

NAGAR PANCHAYAT BIHARIGANJ reserves the right to terminate the services of the Agency due to misconduct, non compliance of terms and conditions and rules by the Agency. The agency may also be blacklisted in case of breach of contract. Any theft or damage cost due to negligence of the agency will be borne out of the performance security and only adjusted money will be returned after completion of services

Suspension

NAGAR PANCHAYAT BIHARIGANJ may, by written notice to agency, suspend all payments to the agency hereunder if the agency fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension.

Shall specify the nature of failure

Shall request the agency to remedy such failure within a period not exceeding seven (7) days after receipt by the agency of such notice of failure.

Force Majeure

Notwithstanding anything contained in the RFP, the agency shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of th agency and not involving the agency's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of NAGAR PANCHAYAT BIHARIGANJ regarding Force Majeure shall be final and binding on the agency.

If a Force Majeure situation arises, the agency shall promptly notify to NAGAR PANCHAYAT BIHARIGANJ in writing, of such conditions and the cause thereof. Unless otherwise directed by NAGAR PANCHAYAT BIHARIGANJ in writing, the agency shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Termination

The Authority may terminate the Contract if the other party causes a fundamental breach of the Contract including, but shall not be limited to the following:

(a) Termination of Contract by the NAGAR PANCHAYAT BIHARIGANJ due to non-performance during the execution of Project by giving notice to show cause calling upon agencies for showing cause for violation of any of the terms of agreement or any other lapses on their and after consideration thereof may decide to terminate the agreement and inform 30 days in advance due to:

- Non adherence to terms given in RFP.
- Non- compliance of EPF and ESIC.
- Non adherence to obligation given in RFP
- If agency's service not satisfactory.
- If agency will found that the salary given to manpower/worker/staff which is less than Labour Department approved rate (amend time to time).
- Any theft or damage cost due to negligence of the agency.

(b) The awarded bidder is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation

Termination for Default

The NAGAR PANCHAYAT BIHARIGANJ may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the awarded bidder, terminate the Contract in whole or part;

a) if the service provider fails to perform any other obligation(s) under the Contract.

b) If the service provider, in the judgment of the NAGAR PANCHAYAT BIHARIGANJ has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

For the purpose of this Clause

Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

c) If the Service Provider fails to conform to the quality requirement laid down.

In the event NAGAR PANCHAYAT BIHARIGANJ terminates the Contract in whole or inpart, NAGAR PANCHAYAT BIHARIGANJ may procure the services, upon such terms and in such manner as it deems appropriate and the service provider shall be liable to the NAGAR PANCHAYAT BIHARIGANJ for any excess costs for such similar Services. However, the service provider shall continue the performanceof the Contract to the extent not terminated.

If contractor has not deposited statutory dues for the period exceeding 2 months.

If any such compliant is received from any of reporting head, and the agency has not complied with it, within the term as specified in a query from NAGAR PANCHAYAT BIHARIGANJ in this regard.

Terminations for Insolvency

NAGAR PANCHAYAT BIHARIGANJ may at any time terminate the Contract by giving written notice to the service provider, if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the NAGAR PANCHAYAT BIHARIGANJ

Termination for authority's Convenience

NAGAR PANCHAYAT BIHARIGANJ by written notice sent to the agency may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the NAGAR PANCHAYAT BIHARIGANJ's convenience, the extent to which performance of the agency

under the Contract is terminated, and the date upon which such termination becomes effective. The services that are complete and ready for rendering within 30 days after the agency's receipt of notice of termination shall be accepted by the NAGAR PANCHAYAT BIHARIGANJ at the Contract terms and prices. For the remaining services, the NAGAR PANCHAYAT BIHARIGANJ may elect

a) To have any portion completed and delivered at the Contract terms and prices; and/or
b) To cancel the remainder and pay to the agency an agreed amount for partially completed services and for services previously delivered by the agency
c) No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representative of both parties

Taxes and Duties

The agency shall fully familiarize themselves about the applicable Domestic taxes on amount payable by NAGAR PANCHAYAT BIHARIGANJ under the contract. The agency shall pay such domestic tax, and other impositions (wherever applicable) levied under the applicable law.

Currencies

All payments shall be made-in Indian Rupees

Outstanding Dues

Any amount outstanding for any reason from the agency shall be recovered from the amount of their pending bills and the performance security. If even after this recovery, any amount of recovery is pending interest at the rate of 18 % shall be recovered on it and the agency shall be fully responsible for that. If the NAGAR PANCHAYAT BIHARIGANJ is compelled to resort to any legal proceedings in this respect, the expenditure incurred by the NAGAR PANCHAYAT BIHARIGANJ for the legal proceedings shall be recovered from the agency

Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Madhepura, Bihar only.

Disputes

That for the purpose of jurisdiction in the event of disputes, if any arising out of the Contract would be deemed to have arisen at ., within the State of Bihar and it is agreed that only the courts of . shall have the

exclusive Jurisdiction to entertain or any proceeding in regard to the said dispute.

Procedure for Settlement

In case of any dispute or differences arising between the authority and the agency relating to any matter arising out of connected to this agreement, the agency shall be required to approach to the Competent Authorities, NAGAR PANCHAYAT BIHARIGANJ, and he/she will decide the same within 15 days and so on. And in case the agency is dissatisfied from said decision then agency shall be required to approach to the Competent Authority, NAGAR PANCHAYAT BIHARIGANJ within 30 days of said decision and department shall decide the same within 30 days, which will be final and binding upon agency. If the agency is dissatisfied of Competent Authority decision also then only the agency shall be entitled to take resource of law in any competent court in that regard.

Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement

Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if the same is reduced in writing and signed by the duly authorised representatives of the Parties

Language

All notices, certificates, correspondence and proceedings under or in connection with this RFP shall be in English/Hindi.

Special Condition of Contract

Compliance with labour regulations

During continuance of the contract, awarded bidder shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Agency shall keep the Authority indemnified in case any action is taken against him

by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Authority is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Agency, Authority shall have the right to deduct any money due to the Agency including his amount of Performance security. The Authority shall also have right to recover from the Agency any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Agency in no case shall be treated as the employees of the Authority at any point of time.

Legal Compliance writ petition (Civil) No.324 of 2020 filed by Dr. Balram Singh vs Union of India & Ors before Supreme Court of India-reg.

Hon'ble Court vide order dated 20-10-2023 has directed for compliance of the following observations and listed the case for 01-02-2024.

MS Act, 2013; MS Rules 2013 and guidelines framed by the Union are embodied in States/ Uts guidelines and directions are applicable to all municipalities and local bodies [para 96(2)];

Full rehabilitation (including employment to the next of kin, education to the wards, and skill training) of sewage workers, and those who die [para 96 (3)];

Payment of compensation with increased amount i.e., Rs. 30 lakhs for sewer deaths. In the event, dependents of any victim have not been paid such amount, the above amount shall be payable to them, hereafter as compensation [para 96 (4)];

Payment of compensation of Rs. 20 lakhs, in the case of sewer victims suffering disabilities, **depending upon the severity of disabilities. Minimum compensation shall not be less than Rs. 10 lakhs [para 96 (5)];**

Devise suitable mechanism to ensure accountability, especially whenever sewer deaths occur in the course of contractual or "outsourced" work [para 96 (6)];

Set up scholarship to ensure that the dependents of sewer victim, (who have died, or might have suffered disabilities) are given meaningful education [para 96 (10)];

Obligation of the Agency

The agency shall provide Skilled/semiskilled/unskilled manpower as per the requirement of NAGAR PANCHAYAT BIHARIGANJ as and when required & informed by NAGAR PANCHAYAT BIHARIGANJ During the deployment of manpower by agency, the agency shall give first preference to existing manpower which is working with NAGAR PANCHAYAT BIHARIGANJ. The agency shall provide manpower for sanitary related work /manpower for driver service work/etc. These numbers can be changed by NAGAR PANCHAYAT BIHARIGANJ from time to time based on requirement.

During deployment of manpower, the agency will deploy the manpower who has already registered with EPF and ESIC.

The Contract shall be given subject to compliance by Agency of all the laws of the land, including renewal of registration of its license under Shop & Establishment Act, MVI law or Contract Labour Act etc. Following law shall be complied with at all times However, the following list is only indicative and not in case of any new law or amendment thereof, the same shall be applicable –

- The Payment of Wages Act, 1936 (4 of1936).
- The Industrial Disputes Act, 1947 (14 of1947).
- The Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of1952).
- The Payment of Bonus Act, 1965 (21 of1965).
- The Contract Labour (Regulation and Abolition) Act, 1970 (37 of1970).
- The Payment of Gratuity Act, 1972 (39 of1972).
- The Equal Remuneration Act, 1976 (25 of1976).

The Inter-State Migrant Work men (Regulation of Employment and Conditions of Service) Act, etc

The agency would obtain valid licenses/permissions/ license under Shop & Establishment Act/ from the concerned Government Authorities for providing the services. This license is to be provided by agency within 1 month of award of contract

The agency must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.

Deduction from salary of the employee (like EPF, ESI etc.) by the agency and contribution of agency should be detailed and report should be made available to NAGAR PANCHAYAT BIHARIGANJ on monthly basis.

It is mandatory for the agency to maintain bank account of every manpower deployed and credit monthly remuneration into these accounts. Any cash payments or payment by any other mode shall not be accepted in any case whatsoever. All the individual bank account should be linked with ADAHAR card.

The agency shall deploy adequate manpower to carry out the work assigned to them as per the requirement of the NAGAR PANCHAYAT BIHARIGANJ. The agency shall provide manpower, as per the understanding between the NAGAR PANCHAYAT BIHARIGANJ and the agency. The agreed wages will be paid on monthly basis.

In case of absence of any manpower from duties, the agency shall immediately provide an alternative without any extra cost and time lag.

The agency shall be responsible for the employment, non-employment or terms of employment as far as employees engaged by him are concerned.

In case of vehicle break down, the agency will ensure that the vehicle must be repaired within 5 days.

The agency will have to maintain the necessary working capital/liquid fund arrangement for period of minimum 3 months. The agency will ensure that the monthly remuneration to his/her manpower shall be paid within 10 days from the end of respective months and necessary EPF &ESIC will be deducted from every month as per law and same shall be deposited.

In case of skilled/semiskilled/supervisor/driver, the working hours for the supplied manpower will be 8 Hours duty shift. However the agency will supply manpower to NAGAR PANCHAYAT BIHARIGANJ on the monthly basis (monthly basis means all days of month including public holidays and Sunday) to complete daily task of NAGAR PANCHAYAT BIHARIGANJ. The shift timing and location schedule will be decided by NAGAR PANCHAYAT BIHARIGANJ and communicated to the agency. if any assignment requires more time then the manpower shall have to be present accordingly. NAGAR PANCHAYAT BIHARIGANJ will not pay any extra charges for overtimes.

In case of sanitation labour/manpower, the working hours for the supplied manpower as per the Labour Laws. However the agency will supply manpower to NAGAR PANCHAYAT BIHARIGANJ on the monthly basis (monthly basis means all days of month including public holidays and Sunday) to complete daily task of NAGAR PANCHAYAT BIHARIGANJ. The shift timing and location schedule will be decided by NAGAR PANCHAYAT BIHARIGANJ and communicated to the agency. if any assignment requires more time then the manpower shall have to be present accordingly. NAGAR PANCHAYAT BIHARIGANJ will not pay any extra charges for overtimes.

In case of driver services for small/ big vehicles except e-cart/e-rickshaw, The agency shall be liable to minor maintenance which includes greasing, maintain the standard level of oiling (engine oil/gear oil/coolant/brake oil/axle oil/hydraulic oil etc.), puncture's repairing of tyres, welding and washing etc.

The agency shall be solely responsible for providing required tool and required material for washing (motor, compressor and detergent etc.), puncture's repairing of tyres, minor repairing and lubricants for maintaining the standard level of oiling of vehicle, cost will be borne by NAGAR PANCHAYAT BIHARIGANJ for said work.

In case of driver services for e-cart/e-rickshaw, The agency shall liable to minor maintenance which includes puncture's repairing, welding, washing and maintain of distilled water in lead acid battery etc. and minor repairing of e-cart/e-rickshaw on regularly basis .The agency shall be solely responsible for providing required

tool and required material for washing (motor, compressor and detergent etc.), puncture's repairing of tyres, maintain of distilled water in lead acid battery and minor welding, no extra cost will be made by NAGAR PANCHAYAT BIHARIGANJ for said work

The agency shall ensure that all the provisions of labour laws are complied with and the NAGAR PANCHAYAT BIHARIGANJ shall not be liable for any breach thereof. The agency shall have to bear all costs and consequences of breach of any labour laws and other applicable legislation and also indemnify NAGAR PANCHAYAT BIHARIGANJ in case of any breach of liability while discharging its responsibilities. On demand, the agency shall give the copies of various registers maintained by them under various Labour Laws.

The agency shall be responsible to comply with the provisions of various Labour Acts like Employees Provident Fund, Payment of wages Act/ Contract Labour (R &A) Act./ Bonus Act./ Minimum wages as per NAGAR PANCHAYAT BIHARIGANJ etc. and the rules framed there under. Agency would do necessary deduction of PF/ESIContribution/IT etc. from the concerned employee's wages.

The agency shall indemnify and keep indemnified the Authority and its officers, servants and agents from and against all third parties' claims whatsoever including but not limited to property loss damage, personal accident, injury or death etc.

The agency shall be solely and exclusively liable for employing persons in execution of the contract given under this Tender. The Authority shall have no liability whatsoever concerning the agency's employees in any respect.

The agency shall pay wages to the persons employed by it. The wages of every person employed to perform duties under this contract shall be paid by the agency before the expiry of 10 days from the last day of the month in respect of which wages are payable (i.e. wages of a month have to be paid by him within 10 days of the next month).

The agency shall at their own expenses comply with all Labour Laws and keep the NAGAR PANCHAYAT BIHARIGANJ informed in respect thereof. The NAGAR PANCHAYAT BIHARIGANJ shall be entitled to deduct any such some of money directly from the bills to be paid to the agency which sum/sums the company is required to pay as the principal employer on account of the agency's default in respect of all liabilities referred to in the above clause.

The agency will carry regular as well as surprise checks on their personnel on duty to ensure that they are ever alert on duty and present before working hours and working efficiently.

The agency will also take necessary steps to prevent occurrences of pilferage/thefts.

In case, the manpower provided by agency whose work and conduct is found unsatisfactory, shall be replaced immediately at no cost to the NAGAR PANCHAYAT BIHARIGANJ Manpower provided should be rotated quarterly and as & when needed after approval of concerned REPORTING HEAD/ NAGAR PANCHAYAT BIHARIGANJ.

The agency shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

The agency shall provide uniform mentioned in RFP to his/her manpower twice a year, no extra cost will be made by NAGAR PANCHAYAT BIHARIGANJ.

The agency will maintain an attendance **biometric** register in respect of the manpower deployed by the agencyon the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.

The agency shall submit to NAGAR PANCHAYAT BIHARIGANJ, a list of manpower supplied to any office and any addition to that under this contract at the end of every month.

The Agency shall be solely responsible for the redressed of grievances or resolution of disputes relating to manpower deployed. The NAGAR PANCHAYAT BIHARIGANJ shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Service Provider Agency the deployed person(s) can place their grievance before Authority.

The manpower to be deployed by the agency shall work under the control of NAGAR PANCHAYAT BIHARIGANJ He may be assigned to any work decided by the NAGAR PANCHAYAT BIHARIGANJ as and when required. If any of the manpower deployed by the agency will disobey to carry out such order of the NAGAR PANCHAYAT BIHARIGANJ; his/her service shall be withdrawn immediately and sent back to the agency.

The Agency shall nominate a coordinator who shall be responsible for regular liaison with the Headquarters of NAGAR PANCHAYAT BIHARIGANJ to look into the affairs of the person deployed.

For all intents and purposes, the Agency shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Agency shall not have any claim whatsoever like employer and employee relationship with the NAGAR PANCHAYAT BIHARIGANJ C.

The safety, insurance, medical treatment and other facilities to be provided to the manpower, shall be under the scope of the Agency, and the same shall not be paid by the NAGAR PANCHAYAT BIHARIGANJ, in anyway.

The agency shall have to upload/ update regularly of his/her deployed manpower with following mandatory detail on the NAGAR PANCHAYAT BIHARIGANJ's software/application/website.

a) Deployed manpower name and shift time
b) Location (i.e. circle name/ ward number/road name/vehicle no. etc)

Any theft or damage cost due to negligence of the agency will be borne out of from their bill/performance security and only adjusted money will be paid/returned.

Obligation of NAGAR PANCHAYAT BIHARIGANJ:

In case of driver services, The **NAGAR PANCHAYAT BIHARIGANJ** will provide required space with electric connection and water supply for washing, minor repairing and oiling etc. for vehicle.
The NAGAR PANCHAYAT BIHARIGANJ will provide required space without furniture for setup of helpdesk management.

The nature of work delegated will be the sole decision of Authority and the agency will not have any claim in this regard. The agency will have to deploy manpower as per requirement and instruction of the Authority.
The nominated officer by NAGAR PANCHAYAT BIHARIGANJ shall issue the work order to agency for deployment of manpower as per needs, the following details must be clearly mentionedin the work order:-

(i) ULB number;
(ii) Ward number;
(iii) Location;
(iv) Number of manpower to be deployed;
(v) Working time and no of days/months.

The executive officer/nominated by executive officer of concerned circle shall be responsible for verification of all the documents (i.e. police verification, driving license, medical report etc.) related to deployed manpower.
The nominated officer by the NAGAR PANCHAYAT BIHARIGANJ shall issue thestandard of procedure time to time for performing of activities; same shall be binding on agency.
The NAGAR PANCHAYAT BIHARIGANJ will be responsible for fixing of major repairing/ breakdown of vehicle except minor repairing (greasing/oiling/washing/puncture's repairing/welding etc.).

Uniform :

The Agency has to provide uniform (t-shirt/shirt, paint, cap, safety jacket and shoes) twice a year andPhoto identity Cards to all the manpower deployed by him/her for carrying out work. These Identity Cardsare to be constantly displayed by the manpower.

During monsoon, the agency has to provide raincoat to all the manpower deployed by him/her for carrying out work.

During winter season, the agency has to provide woollen court/jacket/sweater to all the manpower deployed by him/her for carrying out work.

No extra cost shall be made by NAGAR PANCHAYAT BIHARIGANJ for above said.

Other statutory requirements in respect of each manpower deployed by the agency shall be the responsibility of the agency

Working Hours of Manpower

In case of sanitation labour/manpower, the working hours for the supplied manpower will be 8 Hoursduty shift. However the agency will supply manpower to NAGAR PANCHAYAT BIHARIGANJ on the monthly basis (monthly basis means all days of month including public holidays and Sunday) to complete daily task of NAGAR PANCHAYAT BIHARIGANJ. The shift timing andlocation schedule will be decided by NAGAR PANCHAYAT BIHARIGANJ and communicated to the agency. However if any assignment requires more time then the manpower shall have to be present accordingly. NAGAR PANCHAYAT BIHARIGANJ will not pay any extra charges for overtimes.

In case of skilled/semi skilled/supervisor/driver, the working hours for thesupplied manpower will be 8 Hours duty shift. However the agency will supply manpower to NAGAR PANCHAYAT BIHARIGANJ on the monthly basis (monthly basis means all days of month including public holidays and Sunday) to complete daily task of NAGAR PANCHAYAT BIHARIGANJ. The shift timing and location schedule will be decided by NAGAR PANCHAYAT BIHARIGANJ and communicated to theagency. However if any assignment requires more time then the manpower shall have to be present accordingly. NAGAR PANCHAYAT BIHARIGANJ will not pay any extra charges for overtimes.

The Agency shall not be paid or reimbursed by the NAGAR PANCHAYAT BIHARIGANJ for any overtime work done by deployed manpower to complete the task. The agency, through his supervisor, shall submit a daily report to NAGAR PANCHAYAT BIHARIGANJ about number of workforce which has reported to work as against the agreed workforce.

The manpower deployed shall not provide continuous duty for a period of more than 8 hours (a singleshift) at a stretch. The same shall be verified by the NAGAR PANCHAYAT BIHARIGANJ officials from time to time via surprise checks and visits. In case the agency is found to in breach of the same, the contract of the agency shall be terminated and the services ended.

The manpower shall be deployed on daily basis as per work requirement. Authority will deduct appropriate amount from the monthly payment on account of remaining absent of such manpower.

Manpower Selection Criteria:

Selected manpower should match the following criteria.

a) Previous experience in a physically demanding job for a minimum of one (1) year.
b) Age between 21 to 50 years.
c) Ability to read and understand basic Hindi and able to communicate in any one language
d) Good/sound physical health with no pre-existing chronic medical conditions.General examples of chronic medical conditions are:
    - Asthma
    - Obstructive lung disease
    - Chronic kidney disease
    - Chronic heart conditions
    - Diabetes
    - Arthritis
    - Hypertension
e) Police verification certificates at the time of deployment.
f) Manpower for driver services should have appropriate valid driving licence during deployment
g) In case of supervisor, they shall be graduate and should have minimum one year experience
h) All manpower deployed shall be disciplined, physically fit, and not suffer from any kind of addiction. The agency shall provide certificate by a registered medical practitioner (with qualification not lower than MBBS) certifying the above for each of the employee at the time of deployment
i) Manpower selection will based on General Administration Department Roster, Bihar

Safety guidelines

- The agency must know and follow their duties related to safety for all manpower.
- The agency shall provide prior information to NAGAR PANCHAYAT BHARIGANJ

representative about any hazardous materialbeing brought on the site and shall ensure security storage of such material.

The agency must provide tools and equipment based on applicable regulations / codes / guidelines

6. Annexure-1-Financial Cost

Format for Submission of Financial Proposal *(To be submitted online only)*

Monthly Remuneration Summary

Name of ULB: NAGAR PANCHAYAT BIHARIGANJ

Name of Bidder: .....

Mobile No.: .....

Summary of Total Costs
(This is for reference only and must ***not*** *be scanned or uploaded as part of the technical bid)*

Sl. No.	Description	Unit (in Numbers)	Price in INR - Per Unit Per Month/Days (Including EPF, ESI, Bonus, Gratuity)	No. of Months/ Days	Total (Rs.)
		(A)	(B)	(C)	(D=A*B*C)
1	Remuneration for supply of manpower for door-to-door garbage collection (2 persons per 200 households)	34	506.85/Day	730 Days	1,25,80,017
2	Remuneration for supply of manpower for street sweeping *(Road density is the indicator of built-up properties adjacent to the road)*				

Shubham
01/08/2026
(APSWMO)

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(मधेपुरा)

2.1	2 persons per 1 km road (both sides) for low and medium density road.	16	506.85/Day	730 Days	59,20,008
2.2	3 Person per 1000 Running Meters for High Density Road (Market, Commercial Area)	12	506.85/Day	730 Days	44,40,006
3	Remuneration for supply of manpower for Surface Drain Cleaning Team:				
3.1	ULB: Nagar Panchayat – 1 team (5 members per team) in each Nagar Panchayat	05	506.85/Day	730 Days	18,50,002.5
3.2	ULB: Nagar Parishad – 1 team (5 members per team) for every 10 wards				
3.3	ULB: Nagar Nigam – 1 team (5 members per team) for every 5 wards				
4	Remuneration for supply of manpower for Vehicle Team:				
4.1	Small Tipper – 1 tipper (1 driver + 2 assistants) for 2,000 households (10,000 population ÷ 5)	Driver-2	640.54/Day	730 Days	9,35,188.4
		Assistant-4	506.85/Day	730 Days	14,80,002
4.2	Tractor – 1 tractor (1 driver + 2 assistants) for 2,000 households (10,000 population ÷ 5)	Driver-2	640.54/Day	730 Days	9,35,188.4
		Assistant-4	506.85/Day	730 Days	14,80,002

Shubham
01/06/2026
(APSWMO)

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4.3	Back Hoe Loader – 1 Back Hoe Loader (1 driver + 1 assistant) for 10,000 households (50,000 population ÷ 5)	Driver-1	640.54/Day	730 Days	4,67,594.2
		Assistant-1	506.85/Day	730 Days	370000.5
4.4	Hyva Tipper – 1 Hyva Tipper (1 driver + 1 assistant) for 10,000 households (50,000 population ÷ 5)	Driver-1	640.54/Day	730 Days	4,67,594.2
		Assistant-1	506.85/Day	730 Days	3,70,000.5
4.5	Pushcart/ Tricycle/ Wheel Barrow (1 Person for each) Congested area- 1 vehicle per 300 household Medium density area- 1 vehicle per 200 household Scattered area- 1 vehicle per 100 household	14	506.85/Day	730 Days	51,80,007
5	Remuneration to Supervisor				
5.1	ULB: Nagar Panchayat – 1 Supervisor for every 2 Wards	07	640.54/Day	730 Days	3273159.4
5.2	ULB: Nagar Parishad – 1 Supervisor per Ward.				
5.3	ULB: Nagar Nigam – 3 Supervisors per Ward				
6	Fogging Machine – 1 machine (1 operator + 1 assistant) for 10,000 households, (1 Fogging Machine upto 50,000 population and additional one Fogging Machine for every additional 50,000 population)	Operator-1	640.54/Day	730 Days	467594.2
		Assistant-1	506.85/Day	730 Days	370000.5

Shubham
01/04/2026
(APSWMO)

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(मधेपुरा)

7	Quick Response Team (QRT) 1 team for every Nagar Panchayat & Parishad and 2 Teams for Nagar Nigam(1 Supervisor, 1 Driver, 3 Assistant per team)	Supervisior-1	640.54/Day	730 Days	4,67,594.2
		Driver-1	640.54/Day	730 Days	4,67,594.2
		Assistant-3	506.85/Day	730 Days	11,10,001.5
8	Toll-Free Number / Swachhta App / Other Mechanism – 2 shifts (2 persons per shift, total 4 persons) per ULB.	2	640.54/Day	730 Days	9,35,188.4
	TOTAL	113			4,35,66,743
				(Service charge shall be between 3.85% to 7%)	
				Grand Total	

Note:-

(a) The remuneration of manpower supply shall be not less than Labour Department approved rate. If bidder will quote less than Labour Department approved rate their financial bidshall be rejected and their EMD will be forfeited.

(b) The financial proposal shall be unconditional which shall be valid for entire period.

(c) The bidder shall submit the breakup of price on online for above manpower supply as per prescribed format uploaded at eproc2 website.

(d) If service charges is quoted beyond the limit set in financial sheet (given above),The bidder proposal shall be rejected.

(e) The Agency shall, at all times during the period of Contract for providing the Services shall comply fully with all labour laws, Acts, rules & regulations. The manpower deployed by the agency shall remain under the control and supervision of the agency and the agency shall be liable for payment of their wages, EPF, ESI, Bonus, Gratuity, Income Tax etc., as applicable,

Shubham
01/06/2026
(APSWMO)

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and all other dues payable under various labour regulations and other statutory provisions. The agency shall be solely liable for any violation of provisions of the said Acts or other laws applicable to such service.

(f) Service Charges shall be between 3.85% to 7% vide Government of India Letter No .F.6/1/2023-PPD and Government of Bihar Letter No. M-4-06/2023 2988/Vi0 dated 23-03-2023.

(g) All the figures shall be calculated up to two decimal places.

(h) All Bidders and ULBs shall comply with the provisions of पत्र सं०–01/स्था० (विविध) –16/2018--- **3453**-- / न०वि०आ०वि० दिनांक– 29-06-2018.

(i) All Bidders and ULBs shall comply with the provisions of पत्रांक– 15/न०वि०अभि० (को०)–04–06/2024 **4018** /न०वि०आ०वि० दिनांक– 20-12-2024.

उदाहरण के लिए यदि किसी अकुशल कामगार को आउटसोर्सिंग के माध्यम से 01.10.2024 से रखा जाना है, तो उसके एक दिन के लिए निविदा में न्यूनतम मजदूरी की गणना कुछ इस प्रकार से होगी:–

कामगार की प्रकृति	कामगार की संख्या	01.10.2024 को एक दिन की न्यूनतम मजदूरी की दर	ESI की राशि @3.25%	EPF की राशि @13%	योग (3+4+5)	सेवा शुल्क @3.85% (न्यूनतम)	योग (6+7)
1	2	3	4	5	6	7	8
अकुशल	01	412	13.39	53.56	478.95	18.44	497.39

(j) Detailed Job Description (JD) – As per Annexure-13.

Shubham
01/06/2026
(APSWMO)

कार्यपालक पदाधिकारी
नगर पंचायत बिशनपुर
मधेपुरा

Annexure 2 – Formats for Submission of the Pre-Qualification BidPre-qualification bid checklist``

Sl#	Checklist Items	Compliance (Yes or No)
1.	RFP Document fees	
2.	Earnest Money Deposit	
3.	Pre-Qualification Covering letter	
4.	• Copy of Certification of Incorporation/Registration Certificate • PAN card • GST registration	
5.	Audited Balance Sheet for the last three financial years and Turnover Certificate from the StatutoryAuditor/ CA, Copy of ITR last three years	
6.	Declaration of non-blacklisting	
7.	Power of attorney by Bidder	
8.	Work Experience details and Self-certifications,as Applicable	
9	EPF ,Labor License and ESI	

Annexure- 3. Pre-Qualification Bid Covering Letter

Date: dd / mm / yyyy

To,

.....

.....

.....

Subject: Request for Proposal for selection of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities related to sanitation work for NAGAR PANCHAYAT BIHARIGANJ, .

Ref: RFP No. <<.....>> dated << .....>>

Dear Sir,

With reference to your "selection of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities NAGAR PANCHAYAT BIHARIGANJ, we hereby submit our Prequalification bid, Technical Bid and Commercial Bid for the same.

We hereby declare that:

a) We hereby acknowledge and unconditionally accept that the NAGAR PANCHAYAT BIHARIGANJ can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.

b) We have submitted EMD of INR [ ] Crores and Tender fee of INR [ ] <<Financial Instrument details>>.

c) We hereby declare that all information and details furnished by us in the Bid are true and correct to the best of our knowledge, and all documents accompanying such application are true copies of their respectiveoriginals.

d) We agree to abide by our offer for a period of 120 days from the date of Submission of bid prescribed by NAGAR PANCHAYAT BIHARIGANJ and that we shall remain bound by a communication of acceptance within that time.

e) We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.

f) In the event of acceptance of our bid, we do hereby undertake:

i. To supply the products and commence services as stipulated in the RFP document

ii. To undertake the project services for entire contract period from the date of signing of the contract asmentioned in the RFP document.

iii. We affirm that the prices quoted are inclusive of design, delivery and discounts etc.

g) We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us We understand that the NAGAR PANCHAYAT BIHARIGANJ may cancel the bidding process at any time and that NAGAR PANCHAYAT BIHARIGANJ is not bound to accept any bid that it may receive without incurring any liability towards the bidder.

h) We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection processor termination of the contract during the project, if selected to do so

In case of any clarifications please contact:_____,

Email:.....@gmail.com, contact no-.....

Thanking you,

Yours sincerely,

(Signature of the bidder)

Designation:-

Seal

Date:

Place:

Annexure-4. Brief company profile

Sl. No.	Particulars	Description
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3.	Main business of the Bidder	
4.	Registered office address	
5.	Incorporation date and number	
6.	GST No	
7.	PAN details	
8.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
9.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
10.	EMD details	

(Signature of the bidder)

Designation:-

Seal

Date:

Place:

Annexure-5. Financial Turnover of last 3 years.

The financial turnover of the company has to be provided as per the following table:

Applicant	***Average Annual Turnover***				
	Year -1	***Year-2***	***Year-3***	***Total***	***Average***
Applicant					

Certificate from the Statutory Auditor/ Chartered Accountant

This is to certify that .....(name of the Applicant) has received the payments shown above against the respective years.

Name of the Audit firm:

Seal of the Audit firm

UDIN:-

Date:

(Signature, name and designation of the authorized signatory)

Note:-

(1) The Applicant should provide the Financial Capability based on its own audited Balance Sheet. Financial Capability of the Applicant's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Applicant.

(2) Any Applicant should fill in details as per the row titled Applicant and ignore the row below.

(3) The certificate must have UDIN issued by The Institute of Chartered Accountants of India (ICAI).

(4) The average annual turnover for the immediate past three financial years [RFP being published in 2025-2026, last three financial years will be Year 1 (2022–2023), Year 2 (2023–2024), and Year 3 (2024–2025). However, if ITR filling deadline for the year 2024-2025 is beyond the date of publication of RFP, then the last three financial years will be Year 1 (2021–2022), Year 2 (2022–2023), and Year 3 (2023–2024)].

Annexur-6. Non-Blacklisting & Conflict of Interest (To be Notarized affidavit)

To,

.....,

.....

.....

Subject: Self Declaration of not been blacklisted/debarred & Conflict of Interest in response to the Request for Proposal Empanelment of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities at NAGAR PANCHAYAT BIHARIGANJ .....

I have no relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the NAGAR PANCHAYAT BIHARIGANJ, Bihar regarding this bidding process

Ref: RFP No. <<.....>> dated << .....>>

Dear Sir,

We confirm that our company or firm, ,is currently not blacklisted/debarred in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the bidder)

Name

Designation

Seal Date: Place:

Annexure - 7. Self-certificate for Project execution experience (In Bidding Entity's Letter Head)

This is to certify that < Name of the Bidding entity > has been awarded with < Name of the Project > as detailed under:

Name of the Project	
Client's Name, Contact no. and Complete Address	
Contract Value for the bidder (in INR)	
Current status of the project (Completed/Ongoing)	
Number of Manpower supplied *(N.B Only relevant activities as sought in the Criteria to be included)*	
Value of Work completed for which payment has been received from the client.	
Date of Start	
Date of Completion	

(Authorized Signatory)

Signature:

Name

Designation:

Bidding entity's

name Address:

Seal and Date

Annexure- 8. Formats for Staff details during last five years

Month/Year	Personnel andGrade	Number ofPersonnel	Proof (ESIC/EPF challans)

Annexure - 9. Performance Bank Guarantee

Ref: Date

Bank Guarantee No.

<Name>

<Designation>

<Address> <Phone Nos.> <Fax Nos.>

<Email id>

Whereas, <<name of the bidder and address>> (hereinafter called "the agency") has undertaken, in pursuance of contract no. <Insert NIT no.> dated. <Date> to provide services for
<<Name of the assignment>> to NAGAR PANCHAYAT BIHARIGANJ ..... (hereinafter called "the NAGAR PANCHAYAT BIHARIGANJ")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligationsin accordance with the contract;
And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at

<Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to givethe supplier such a bank guarantee.
Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the

supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us withthe demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the System Integrator shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>) notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value inWords> only).

II. This bank guarantee shall be valid up to (<Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date

Place

Signature

Witness

Printed name

(Bank's common seal)

Annexure-10. Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas <<Name of the bidder>> (hereinafter called 'the agency') has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to << NAGAR PANCHAYAT BIHARIGANJ >> .

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the << NAGAR PANCHAYAT BIHARIGANJ ..... >> (hereinafter called "the NAGAR PANCHAYAT BIHARIGANJ ") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said NAGAR PANCHAYAT BIHARIGANJ, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said
Bank this <<Date>>. The conditions of this
obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder onthe Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the NAGAR PANCHAYAT BIHARIGANJ during the period ofvalidity of bid

(a) Withdraws his participation from the bid during the period of validity of bid document; or

(b) Fails or refuses to participate in the subsequent Tender process after having been

short listed;

We undertake to pay to the NAGAR PANCHAYAT BIHARIGANJ up to the above amount upon receipt of its first written demand, without the NAGAR PANCHAYAT BIHARIGANJ having to substantiate its demand, provided that in its demand the NAGAR PANCHAYAT BIHARIGANJ will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date

NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees<<Amount in words>> only)
II. This Bank Guarantee shall be valid up to <<insert date>>)
III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Annexure 11. Format for Power of Attorney to Authorize Signatory

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s._____(name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms._____(Name and residential address) who is presently employed with us and holding the position of_____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with___(Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall alwaysbe deemed to have been done by us.

Dated this the day of ……(Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm

Company

Witness 1:

Witness 2:

Note: The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure

Annexure -12. Labour Resource Department approved Rate:-

Sl.No	Type of Manpower	Approved rate (for per day) (Rs.)
1	Unskilled (Sanitation labour)	436
2	Semi Skilled	452
3	Skilled (Driver)	551

Note:-If any bidder will quote less than minimum wages rate approved rate by labour department, their financial bid shall be rejected and EMD will be forfeited.

Annexure -13. Job Description (JD):-

Job Responsibilities of Manpower hired by sanitation agency

Job Responsibility of Drain Cleaner

- 100% storm water should be drained
- Storm water drains are not choked with solid waste for free flow of the water.
- Nallah should have screen/filters at a suitable place
- Weekly cleaning of Nallah screen
- Surface cleaning of Nallah should have done
- No encroachment around storm water drain/Nallah
- Storm water drains should be closed and cleaned
- Water bodies Ponds, Lakes, Tank, River need to be protected from waste,
- Cleaning and maintenance work should be scheduled of water bodies on fortnightly
- No solid waste floating/visible in 100% of the area including nallah
- No sewage/septic tank effluent discharged/disposed in open
- Using specialized equipment to clear blockages in drains, pipes, and sewage systems.
- Conducting visual inspections to identify problems and determine the best course of action.
- Regularly cleaning and maintaining drains to prevent clogs and backups.
- Following Safety Protocols: Adhering to safety guidelines and protocols to prevent injuries and exposure to hazardous materials.

Job Responsibility of Helper

- Door to door waste collection from household and commercial spaces and Schools.
- Wet and Dry waste to be collected separately on daily basis.
- Collection of waste separately on daily basis:-
    - **Household Medical waste** (needle, syringes, contaminated gauge etc.),
    - **Hazardous waste**(Discarded paint drums, pesticide cans, CFL, Bulbs, tube, lights, expired medicines, broken mercury thermometer, used batteries, sanitary waste and diapers),
    - **Construction and Demolition** waste should be collected.
- Promoting source segregation, home composting, flower composting and kitchen gardening.
- Litterbin should be clean and vacant on daily basis
- Waste should be collected from School
- School should have separate bins in each classroom, kitchen area and other place for collection of Dry and Wet waste separately.

- Helping to separate waste into different categories, such as recyclables, organics, and non-recyclables.
- Sorting waste into designated bins or containers
- Ensuring the waste segregation area is clean and organized.
- Assisting in the collection and transportation of segregated waste.

Job Responsibility of Sweeper

- Commercial areas, transportation hubs, Public and commercial areas in the city should be swept twice daily (Including night sweeping).
- Daily sweeping should be done in all the residential wards. (Once a day)
- All back lanes of residential and commercial places should be cleaned
- No water logging, drainage system not choked, no solid waste floating and wall should be properly maintained and cleaned
- All empty plots should be free from C&D/Solid waste dump and waste should not be burned in any part of city including legacy waste dumpsite or any dumpsites.
- All garbage vulnerable point should be cleared (no visible garbage Vulnerable point)
- No red spot (spitting in commercial/residential area) in the ULB
- No yellow spot (open urination) in commercial and residential areas.
- Litterbin should be clean and vacant on daily basis
- Cleaning roads, sidewalks, and other public areas by sweeping and collecting debris, dust, and litter.
- Using manual or mechanical sweeping equipment, such as brooms, dustpans, or street sweepers.

Job responsibilities of Vehicle Driver

- Safely driving of waste collection vehicles
- Collecting and transporting waste from residential, commercial, or industrial areas to designated disposal sites.
- Adhering to designated routes and schedules to ensure timely waste collection.
- Ensuring the waste collection vehicle and equipment are clean and in good working condition.
- Interacting with residents, businesses, or other stakeholders to address concerns or provide information.
- Working with other waste collection team members to ensure efficient waste collection and disposal.

- Maintaining a safe and hygienic environment during waste collection and transportation.

Job Responsibilities of Supervisor-

- Overseeing Waste Collection: Supervising the collection of waste from designated areas, ensuring that it is done efficiently and effectively.
- Attendance- Supervisor will be responsible to make attendance of Safai karmis, he will do the day-to-day planning, depute for the work, monitor their work and report to concern.
- Managing Waste Collection Teams: Leading and managing teams of waste collectors, providing guidance and support as needed.
- Ensuring Safety and Compliance: Ensuring that waste collection and transportation operations are conducted safely and in compliance with relevant regulations.
- Monitoring Vehicle Maintenance: Overseeing the maintenance of waste collection vehicles, ensuring that they are in good working condition.
- Troubleshooting Issues: Identifying and resolving issues that arise during waste collection and transportation operations.
- Training and Development: Providing training and development opportunities for waste collection team members to enhance their skills and knowledge.
- Ward-Level Waste Management: Managing waste collection and transportation operations at the ward level, ensuring that all areas are covered.
- Ensuring Sanitation and Hygiene: Ensuring that sanitation and hygiene standards are maintained during waste collection and transportation.
- Monitoring Waste Collection Routes: Overseeing waste collection routes, ensuring that they are optimized and efficient.
- Coordinating with Other Teams: Collaborating with other teams, such as waste collection and transportation team, to ensure seamless waste management operations.
- Addressing Community Concerns: Responding to community concerns and issues related to waste management.
- Reporting and Record-Keeping: Maintaining accurate records and reports on waste collection and transportation operations.

QRT Team Job Description - Sanitation Work

- Responding to Emergencies: Responding quickly to emergency situations, such as waste accumulation or spills, to prevent health hazards and maintain cleanliness.

- Providing Support: Providing support to regular waste collection teams, helping to clear waste and maintain sanitation in the ward.
- Addressing Complaints: Addressing complaints and issues related to waste management, ensuring prompt resolution.
- Maintaining Cleanliness: Monitoring of maintaining cleanliness and sanitation in public areas, such as streets, parks, and markets.
- Collaborating with Other Teams: Collaborating with other teams, such as waste collection transportation, to ensure seamless waste management operations.
- Conducting Spot Cleaning: Conducting spot cleaning operations to address specific waste management issues.
- Removing Waste: Removing waste and debris from public areas, ensuring that they are clean and safe.
- Maintaining Equipment: Maintaining equipment and vehicles used for waste collection and transportation.
- Waste Collection: Collecting waste from designated points within the ward, ensuring all areas are covered efficiently.
- Transportation: Transporting collected waste to designated disposal or processing sites using appropriate vehicles.
- Cleanliness Maintenance: Maintaining cleanliness in public areas, streets, and other communal spaces within the ward.
- Complaint Resolution: Addressing and resolving complaints related to waste management from residents promptly.
- Awareness Campaigns: Participating in or organizing awareness campaigns to educate residents about proper waste disposal practices.
- Safety Protocols: Adhering to safety protocols and using personal protective equipment (PPE) to ensure the safety of team members.
- Documentation: Keeping records of waste collection and transportation activities for reporting and analysis purposes.

Note: - ULBs can modify above job descriptions as per their requirements during the tenure of the contract.