

Request for Proposal (RFP)

Fo

**Selection of Agency for Providing Manpower
at Nagar Panchayat Kurtha Arwal**

Nagar Panchayat, Kurtha, Arwal

Address:

**At- Near State Bank of India, 1st Floor, Rana
Nagar Ward No- 09 Kurtha, Arwal**

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

DISCLAIMER

The information contained in this Request for Proposal ("RFP") document or subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Nagar Panchayat Kurtha or any of their employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This "RFP" is not an agreement and is neither an offer nor invitation by the Nagar Panchayat Kurtha to the prospective Bidders or any other person. The purpose of this "RFP" is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this "RFP". This "RFP" includes statements, which reflect various assumptions and assessments arrived at by the Nagar Panchayat Kurtha. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This "RFP" may not be appropriate for all persons, and it is not possible for the Nagar Panchayat Kurtha, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this "RFP". The assumptions, assessments, statements and information contained in this "RFP", may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this "RFP" and obtains independent advice from appropriate sources.

Information provided in this "RFP" to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Nagar Panchayat Kurtha accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

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

The Nagar Panchayat Kurtha also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon the statements contained in this "RFP".

The Nagar Panchayat Kurtha may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this "RFP".

2j
9/6/26

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

Section 1- Letter of Invitation (LOI) and important information

RFP No:

Date-

Dear Sir / Madam,

The Nagar Panchayat Kurtha intends to enter into an arrangement for the provision of services broadly outlined but not limited to the Terms of Reference (ToR) through a competitive bidding process. In this respect, Nagar Panchayat Kurtha would like to invite interested organizations, to submit the requisite information with respect to Qualification criteria (Technical and Financial proposals) as outlined in this RFP.

1. About NAGAR PANCHAYAT KURTHA :

Nagar Panchayat Kurtha is an urban local body located in Kurtha block of Arwal district, Bihar, functioning under the provisions of the Bihar Municipal Act 2007 . Kurtha serves as an important administrative, commercial, and service center for the surrounding rural areas and acts as a key interface between rural hinterlands and district-level urban services. The town has been notified as a Nagar Panchayat to facilitate planned urban development, improved civic infrastructure, and enhanced service delivery to its residents.

With growing population pressures and increasing demand for basic urban amenities such as water supply, sanitation, drainage, roads, solid waste management, and institutional capacity strengthening, Nagar Panchayat Kurtha intends to undertake targeted development interventions in line with state and national urban development objectives. In this context, the Nagar Panchayat invites proposals from qualified and experienced agencies for the assignment as outlined in this Request for Proposal (RFP), aimed at supporting sustainable, inclusive, and efficient urban service delivery within its jurisdiction.

2. Description of Expertise and Experience Invited by NAGAR PANCHAYAT KURTHA under this RFP:

Please refer section "Terms of Reference (TOR)" for detailed description of scope of work. Bidders are strongly advised to visit Nagar Panchayat Kurtha to have clear understanding about programs, implementation methodologies and other important aspects.

3. The duration of the assignment shall be twelve (12) months and extendable on yearly basis for maximum three (03) year based on satisfactory performance of services and requirement of department with mutual consent of both parties. In case of extension, enhancement of remuneration may be considered by the department.
4. The details regarding eligibility criteria, scope of work, application procedures, selection methodology and other terms and conditions have been clearly stated in this RFP document.
5. The Agency shall be selected in accordance with the Least Cost Selection method (LCS).
6. The RFP includes the following sections:
 - Section 1 – LOI and Important Information
 - Section 2 - Terms of Reference
 - Section 3 - Instructions to Applicants and Data Sheet
 - Section 4 – Eligibility related Proposal Formats
 - Section 5 - Technical Proposal - Standard Forms
 - Section 6 - Financial Proposal - Standard Forms (Just for Reference, not to be scanned and uploaded with Technical Bid. Standard E-Proc Online form should be used)
 - Appendix I – Form of Contract

7. The bidders shall submit their proposal, eligibility and qualification details, other documents as mentioned in respective section etc., as per the standard formats given in this RFP or under e-Procurement web site (<https://www.eproc2.bihar.gov.in>) as applicable, at the respective stage only.

2j

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

8. The bidders should ensure that all the required documents as mentioned in the tender document are submitted/ uploaded along with the bid and in the prescribed format only. The bidder shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria and other certificate / documents in the e-Procurement web site (<https://www.eproc2.bihar.gov.in>). This will be bidder's sole responsibility to ensure that all required documents have been uploaded and all uploaded documents, when downloaded must be legible/readable failing which their bid will be rejected. Hence it is advised that all the documents should be properly scanned and uploaded.
9. The Tendering Authority reserves the right to accept or reject any or all proposals, and to annul the selection process and reject all proposals at any time prior to the award of contract, without thereby incurring any liability or any obligation in any form to the affected firms on any grounds and may seek clarifications on the submitted proposals by the bidder.
10. Kindly note that the selection of agency under this RFP will not guarantee allocation of work and nagar panchayat kurtha will assume no liability or cost towards it. Nagar panchayat kurtha makes no commitments, express or implied, that this process will result in a business transaction between anyone.

Yours sincerely,


Municipal Executive Officer

Nagar Panchayat Kurtha Arwal

Section 2. Terms of Reference (TOR)

NAGAR PANCHAYAT KURTHA envisages selection of an agency to provide manpower “Technical & Non-Technical” in Nagar Panchayat Kurtha, Arwal which will broadly provide:

1. Background

Nagar Panchayat Kurtha intends to engage an agency to provide Manpower on an outsourced basis to support its day-to-day operations. The selected agency will be responsible for deploying eligible personnel as per the Office's requirements and as stipulated in this RFP.

2. Objective

To select a competent and experienced agency through a transparent bidding process for the supply of Manpower for various Technical & non-technical support roles.

2. Scope of Work

The agency shall:

- Provide suitable and qualified manpower for carrying out day-to-day activities in the office of Nagar Panchayat, Kurtha, Arwal. The scope of duties shall include, but not be limited to:

1. Administrative & Office Work

- Data entry, file processing, record keeping, and documentation
- Handling inward/outward correspondence and dispatch
- Support in e-office, eProcurement, MIS, and other Government portals

2. Technical & Field Support

- Assisting in surveys, inspections, and field verification
- Support in implementation of municipal schemes
- Public grievance handling support

3. Accounts & Miscellaneous Work

- Basic assistance in accounts/ledger maintenance
- Report preparation and data compilation

4. Housekeeping & Support Services

- Cleaning and maintenance of office premises
- General office support work

5. General Conditions

- Manpower must follow office timing and discipline
- Replacement of absent/underperforming staff within 24–48 hours
- All staff must be verified (Police Verification mandatory)
- Uniform/ID card must be provided by agency

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

6. Statutory Compliance (Very Important)

The agency shall be fully responsible for:

- Payment of wages as per Minimum Wages Act
- EPF & ESI contribution (where applicable)
- Bonus, leave, and other statutory benefits
- Compliance with Labour Laws

7. Performance & SLA

- Monthly attendance report mandatory
- Payment linked with attendance & performance
- Penalty may be imposed for:
 - Absenteeism
 - Poor performance
 - Delay in replacement

- **Physical Office Work:**

Carrying files and documents from one desk/office to another, Photocopying, faxing, sending/receiving emails, etc... Dispatch and delivery of official documents (within or outside office). Helping in setting up meetings, seminars, etc.

- **Clerical Support:**

Assisting in routine office work such as diary, dispatch, maintenance of files and registers, Opening and closing rooms, taking dictation or delivering messages.

- **Record and Document Handling:**

Keeping records in proper order. Helping in file movements and record room organization.

- **Cleaning and Upkeep:**

Cleaning rooms, furniture, office equipment (light cleaning only), Running small errands like fetching water, tea/snacks for officers/staff.

- **Messenger Duties:**

Carrying messages, bank transactions, post office work, Handling dak (mail) distribution.

- **Support for Departmental Tasks:**

Assisting technical or field staff during inspections, field visits, or data collection, if required. Some departments may involve MTS in minor maintenance or helping technicians (in engineering/public works, etc.)

- **Miscellaneous:**

Any other work assigned by the authority and, they may assist in data entry if they possess basic computer knowledge. The agency will deploy human resources of able bodied, physically fit, free from any contagious disease, honest, disciplined with good communication. Persons so deployed shall not be below 18 years of age and more than 60 years of age and ensure timely attendance and discipline of deployed staff. Replace any staff found unsuitable or absent for more than 15 days.

The human resources deployed by the Agency will mark their attendance at the time of arrival and departure from duty in Biometric machine system/ attendance register provided by the authority. The attendance sheet duly verified by authorized officer from the authority side will be submitted by the agency with each bill.

The Agency shall be fully responsible for timely payment of wages/salary to his/ her workers and fulfil all other statutory obligations, such as Provident Fund, ESI, GST etc. in force from time to time. The contracting Agency shall faithfully discharge all his liabilities under the relevant provisions of labour laws like non employment of child labour

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

which is strictly prohibited under the law. The contracting Agency shall indemnify the authority against all claims arising out due to non-fulfilment of obligations of labour laws by him Statutory deductions (EPF, ESI, etc.) to be ensured by the agency.

Key Personnel

The successful agency will be required to deploy the following key personnel:

#	Position	Qualification	No. of	Deployment (in months)
1.	Multi-Tasking Staff (MTS)	Minimum 10 th Pass. Minimum 0-5 years of experience in performing similar task in any setup.	02	12 months (onsite)
2.	Computer Operator	Minimum 12 th Pass. Minimum 0-5 years of experience in performing similar task in any setup.	02	12 months (onsite)
3.	Tax Collector	Minimum 12 th Pass. Minimum 0-5 years of experience in performing similar task in any setup.	02	12 months (onsite)
4.	Night Guard	Minimum 10 th Pass. Minimum 0-5 years of experience in performing similar task in any setup.	01	12 months (onsite)
5.	Sanitary Inspector	Minimum 12 th Pass. Minimum 0-5 years of experience in performing similar task in any setup.	01	12 months (onsite)
6.	Accountant	Minimum Graduation in Accounts or M.com/MBA Pass. Minimum 3-5 years of experience in performing similar task in any setup.	01	12 months (onsite)

24

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

Section 3 – INSTRUCTIONS TO APPLICANTS

General Provisions

Scope of Proposal	<ul style="list-style-type: none">• Detailed description of the objectives, scope of services, deliverables and other requirements relating to this Consultancy are specified in this RFP and Terms of Reference (TOR). The way the Proposal is required to be submitted, evaluated, and accepted is explained in this RFP.• Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.• The Applicant shall submit its technical proposal as prescribed in the RFP. The Applicant shall submit its price proposal only at the Financial Bid Section of E-procurement portal. If any applicant submits his/ her price proposal in hard copy or as scan copy uploaded under technical bid documents, the bid shall be rejected. Upon selection, the Applicant shall be required to enter into an agreement with the Authority.• The Applicant should submit a Power of Attorney as per the prescribed format.• Any entity which has been debarred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the debar subsists as on the date of Proposal, would not be eligible to submit the Proposal.
Introduction	<p>A. The Client named in the Data Sheet intends to select an Agency, in accordance with the method of selection specified in the Data Sheet.</p> <p>B. The Agencies are invited to submit a Technical and a Financial Proposal as specified in the Data Sheet, for services required for the assignment named in the Data Sheet, only through on-line medium on eproc portal.</p> <p>C. The Client on its discretion, at no cost to the Agencies, may provide the inputs, relevant project data, and reports required for the preparation of the Agency's Proposal as specified in the Data Sheet.</p>

2j

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

Conflict of Interest	<p>The Consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the Authority / GoB under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment.</p> <p>Relationship with Employer's staff: Consultant (including their personnel and sub-Consultant) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of: -</p> <ul style="list-style-type: none">i) the preparation of the TOR of the contract,ii) the selection process for such contract, oriii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of Consultant's work. <p>The Agency has an obligation to disclose to the client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the Agency or the termination of its Contract.</p>
-----------------------------	---

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

Corrupt and Fraudulent Practices

- (a) The Bidders 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", Nagar Panchayat Kurtha shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "**Prohibited Practices**") in the Selection Process. In such an event, the Nagar Panchayat Kurtha shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or security deposit as damages payable to the Nagar Panchayat Kurtha for, inter alia, time, cost and effort of the Nagar Panchayat Kurtha, in regard to the "RFP", including consideration and evaluation of such Bidder's Proposal.
- (b) For the purposes of this Clause, 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 Nagar Panchayat Kurtha 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 Nagar Panchayat Kurtha, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) 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/ adviser of the Nagar Panchayat Kurtha 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 Nagar Panchayat Kurtha 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 Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2j

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

Eligibility	It is the Agency's responsibility to ensure that it meets the eligibility requirements as mentioned in this document
Joint Venture	JV not allowed
Important Terms and Provisions	
A. Preparation of Proposals	
1. General Considerations	<p>1.1 In preparing the Proposal, the Agency is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>1.2 Sub-Contracting: The Agency shall not be entitled to subcontract any of the Services in full or part.</p>
2. Cost of Preparation of Proposal	2.1 The Agency shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability and to disclose reasons thereof to the Agency.
3. Language	3.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Agency and the client shall be written in the English language.
4. Documents Comprising the Proposal	<p>4.1 The Proposal shall comprise the documents and forms listed in the Data Sheet.</p> <p>4.2 The Agency by participating in this bid will be undertaking that the Agency will observe, in competing for and executing a contract, Indian laws against fraud and corruption (including bribery).</p>
5. Only One Proposal	5.1 The Agency shall submit only one Proposal.
6. Proposal Validity	<p>6.1 The Agency's Proposal must remain valid for at least 180 days after the Proposal submission deadline. A bid valid for a shorter period shall be rejected by Nagar Panchayat Kurtha as a nonresponsive bid.</p> <p>6.2 In exceptional circumstances, prior to the expiration of the bid validity period, Nagar Panchayat Kurtha may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e., EMD. A bidder granting the request shall not be required or permitted to modify its bid.</p>
a. Extension of Validity Period	6.3 Nagar Panchayat Kurtha will make its best effort to complete the processing within the proposal's validity period. However, should the need arise, Nagar Panchayat Kurtha may request, in writing, to all the Agencies who had submitted Proposals prior to the submission deadline to extend the Proposal's validity.
B. Submission, Opening and Evaluation	
7. Submission of Proposal	7.1 No Hard copy submission. Submission through e-proc portal only.

2j

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

8. Confidentiality	<p>8.1 From the time the Proposals are opened to the time the Contract is awarded, the Agency should not contact the Client on any matter related to its Pre-Qualification, Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Agencies who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.</p> <p>8.2 Any attempt by shortlisted Agencies or anyone on behalf of the Agency to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal</p> <p>8.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if an Agency wishes to contact the Client on any matter related to the selection process, it should do so only in writing.</p>
9. Opening of Proposals	<i>Through E-proc as per schedule.</i>
10. Proposals Evaluation	10.1 The Agency is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Qualification, and Financial Proposals on e-proc portal.
11. Evaluation of Pre-Qualification	11.1 The Client's evaluation committee shall evaluate the proposals/bids, to validate the adherence to the Pre-Qualification Criteria given in Data Sheet .
12. Opening of Financial Proposals	<i>12.1 Post Completion of Pre-qualification, through E-Proc Portal.</i>
13. Correction of Errors	<p>13.1 Activities and items described in the Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no correction/s will be allowed in the Financial Proposal.</p> <p>13.2 The Client's evaluation committee will correct computational or arithmetical errors only. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail.</p>
14. Combined Quality and Cost Evaluation	14.1 The agency will be selected based on Least Cost Selection (LCS) method and procedures described in this RFP. In the case of more than one eligible L1 bidder, the lottery system shall be used for the final selection.
C. Negotiations and Award	
19. Negotiations,	As per the peculiarity of the assignment, the negotiations may be held at the date and address indicated in the Data Sheet with the Agency's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Agency.

2j

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

Conclusion of Negotiations	<p>The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Agency's authorized representative.</p> <p>If the negotiations fail, the Client shall inform the Agency in writing of all pending issues and disagreements and provide a final opportunity to the Agency to respond. If disagreement persists, the Client shall terminate the negotiations informing the Agency of the reasons for doing so.</p>
20. Award of Contract	<p>Nagar Panchayat Kurtha will issue LOA to the selected bidder. After issuance of LOA, the selected bidder shall endeavor to sign the contract with Nagar Panchayat Kurtha within 15 days. The Selected Applicant shall not be entitled to seek any deviation in the Agreement.</p>
D. Performance Security and Guarantee	
21. Performance Security and Guarantee	<p>Performance Security:</p> <p>Within 7 days from the date of Letter of Award (LOA) from Nagar Panchayat Kurtha, the successful Bidder company/firm shall furnish the Performance Security of an amount equal to 10% of total contract value, only by way of DD/ Performance Bank Guarantee (PBG) issued by one of the Nationalized/Scheduled Banks in India for the due performance of the Assignment in an acceptable form to Nagar Panchayat Kurtha and before execution of agreement.</p> <p>A. The PBG submitted will be valid for entire contract period, which shall be valid for the period of six months beyond the date of completion of contract. However, in case of extension of project, above performance bank guarantee/s will have to be renewed for the extended period of the project.</p> <p>B. Refund of Performance Security: The Performance Security shall be refunded within six months from the date of successful completion of the assignment.</p>
E. Project Deliverables and Payment Terms	
22. Commencement of Services	<p>The date for the commencement of services will be within 15 calendar days of Letter of Award/ agreement execution as per discretion of Nagar Panchayat Kurtha.</p>
23. Project Deliverables	<p>Please refer to the Terms of Reference (TOR)</p>

29

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

<p>24. IPR, Confidentiality</p> <p>Intellectual Property Rights (IPR)</p> <p>Confidentiality</p>	<p>Intellectual Property Rights (IPR):</p> <p>The ownership of any data related to the various services under the purview of this project lies with Nagar Panchayat Kurtha. The bidder needs to ensure that complete data is available to Nagar Panchayat Kurtha in any format that may be required, throughout and even after the project duration.</p> <p>Confidentiality:</p> <p>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 or matters arising out of, or concerning the Selection Process. The Authority will treat all information, submitted as part of the Proposal, in confidence and will 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</p>
<p>25. Payment</p>	<p>Payment Basis:</p> <ul style="list-style-type: none"> ○ Nothing will be paid over the Financial Quote except GST on applicable rates. GST will be paid extra on applicable rates and should not be quoted in financial bid. ○ 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 authority. ○ Bidder will raise the invoice within 03 days from the end of the month along with the attendance sheet. Nagar Panchayat Kurtha will pay it within 10 days from the receipt of the invoice and only upon satisfaction, in terms of project deliverables, smooth and glitch free implementation, and timelines.

2j

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

<p>26. Penalty Clause</p>	<p>In the event of non-performance by the Consultant, the Authority reserves the right to encash the performance Guarantee or levy appropriate penalty subject to maximum of 10% of the total fees payable.</p> <p>For just and sufficient reason to the satisfaction of Nagar Panchayat Kurtha, this penalty amount may be waived.</p> <p>The penalty will also not be applicable for the reasons beyond the control of the selected bidder like resignation etc. of the deployed resources. In the case of resignation, the agency will deploy the new resource within a period of 30 days from the date of resignation of the erstwhile resource and in this case no penalty will be levied by Nagar Panchayat Kurtha for the period of non-deployment.</p>
<p>27. Earnest Money Deposit (EMD)</p>	<p>The Bidder shall furnish, as part of its qualification bid, Tender Fee and EMD as bid security for the amount as specified in the notice of this RFP. The proposals must be accompanied with a non-refundable Tender Documentation fee of Rs. 5000/- (Rupees Five thousand only) and Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty thousand only) by the Agency in favor of ““ to submitted in the form of Internet Payment Gateway (IPG) or BG or DD.</p> <ol style="list-style-type: none"> i. The bid security is required to protect Nagar Panchayat Kurtha, against the risk of Bidder's conduct, which would warrant the security's forfeiture. ii. Unsuccessful Bidder's EMD will be returned as promptly as possible, but not later than 90 days after the award of the contract to the successful bidder. iii. The successful Bidder's EMD will be discharged upon the Successful Bidder signing the Contract and submission of performance bank guarantee. iv. No interest will be payable by the Nagar Panchayat Kurtha on the amount of the EMD. v. The bid security may be forfeited: <ol style="list-style-type: none"> a. When the bidder withdraws or modifies his bid proposal after opening of bids; or b. In the case of a successful Bidder if the Bidder fails to sign the Contract. c. When the Bidder engages in Prohibited Practices as per respective clause of this RFP.
<p>F. Other Terms and Conditions</p>	

24

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

28. Interpretation

- 28.1 If the context so requires it, singular means plural and vice versa
- 28.2 Entire Agreement: The Contract will constitute the entire agreement between the Nagar Panchayat Kurtha and the Selected bidder and will supersede all communications, negotiations and agreements (whether written or oral) of parties with respect theretomade prior to the date of Contract.
- 28.3 Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 28.4 Non-waiver: Subject to the condition (28.5) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- 28.5 Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 28.6 Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and Conditions of the Contract.

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

29. Governing Law	The Contract shall be governed by and interpreted in accordance with the laws of the Bihar State/ the Country (India) and under the jurisdiction of Patna Court only.
30. Force Majeure	
a) Definition	<p>For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.</p> <ul style="list-style-type: none"> • Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder • Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder • The Force Majeure would be applied to only those place/s which have been so stated by Nagar Panchayat Kurtha in writing; is part of Government of Bihar directives and is agreed by Agency. Payments of the non-impacted places will be calculated and given as per the payment schedule and Agency will not be penalized for the non-performance of the force majeure applied place/s. Computing of performance will also be adjusted on pro rata basis. • Nagar Panchayat Kurtha will decide the eventuality of Force Majeure which will be binding on both the parties
b) No Breach of Agreement	The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement. The Agency shall not be liable for forfeiture of its performance bank guarantee, if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of the Force Majeure.
c) Measure to be taken	<ul style="list-style-type: none"> • A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay. • A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than thirty (30) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible. • The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

24

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

d) Extension of time	Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
e) Payments	<p>The Force Majeure is applied to only those place/s which have been so stated by Nagar Panchayat Kurtha in writing; is part of Government of Bihar directives and is agreed by Agency. Payments of the non-impacted place/s will be calculated and given as per the payment schedule and Agency will not be penalized for the non-performance of the force majeure applied place/s. Computing of performance will also be adjusted on pro rata basis.</p> <p>In the event of Force Majeure is applied to the whole state of Bihar, then Nagar Panchayat Kurtha will continue to follow the payment schedule by giving concession to Agency of non- submission of deliverables for the period of 3 months. Post which, either party is allowed to terminate the contract under the clause Termination for Convenience.</p>
f) Consultation	Not later than thirty (30) days after the Agency has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.
31. Change Orders and Contract Amendments	<p>31.1 Nagar Panchayat Kurtha may at any time order the selected bidder through Notice, to make changes within the general scope of the Contract in case of services to be provided by the selected bidder.</p> <p>31.2 If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder's receipt of the Nagar Panchayat Kurtha's order.</p>
32. Termination Clauses	

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

<p>a) Termination for Default</p>	<ul style="list-style-type: none"> • Nagar Panchayat Kurtha may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part (provided a cure period of not less than 30 days is given to the selected bidder to rectify the breach): <ul style="list-style-type: none"> ○ If the selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by Nagar Panchayat Kurtha; or ○ If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or ○ If the selected bidder, in the judgment of the Nagar Panchayat Kurtha, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract. ○ If the selected bidder commits breach of any condition of the contract
<p>b) Termination for Insolvency</p>	<p>Nagar Panchayat Kurtha may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Nagar Panchayat Kurtha.</p>
<p>c) Termination for Convenience</p>	<ul style="list-style-type: none"> • Nagar Panchayat Kurtha, by a written notice of at least 30 days sent to the selected bidder, 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 NAGAR PANCHAYAT KURTHA " s convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective. • In such case, Nagar Panchayat Kurtha will pay for all the pending invoices as well as the work done till that date by the Agency. • Depending on merits of the case the selected bidder may be appropriately Compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

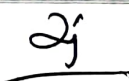
**d) Termination by
NAGAR
PANCHAYAT
KURTHA**

The Nagar Panchayat Kurtha may, by not less than thirty (30) days written notice of termination to the Agency, such notice to be given after the occurrence of any of the events, terminate this Agreement if:

- The Agency fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the Nagar Panchayat Kurtha may have subsequently granted in writing.
- The Agency becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- The Agency fails to comply with any final decision reached as a result of arbitration proceedings.
- As the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days
- If the Nagar Panchayat Kurtha would like to terminate the contract for reasons not attributable to the Agency's performance, they will need to clear all invoices for the services up to the date of their notice.
- If the Nagar Panchayat Kurtha would like to terminate the contract for reasons attributable related to the Agency's performance, the government will give a rectification notice for 3 months to the Agency in writing with specific observations and instructions.
(financial or otherwise) suspend all the payments to the Agency hereunder if the Agency shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension
- shall specify the nature of the breach or failure, and
- shall provide an opportunity to the Agency to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension. The above action will be taken by Nagar Panchayat Kurtha after approval of the Evaluation Committee

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

33. Cessation of Services	Upon termination of this Agreement by notice of either Party to the other the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
34. Disputes Resolution	
a) Amicable settlement	The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute / differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 30 days from the date of receipt of written notice, the matter will be referred to Nagar Panchayat Kurtha, who will take decision within 60 days after such reference. If the dispute is still not resolved the matter will be referred for Arbitration.
b) Arbitration	<p>In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by Nagar Panchayat Kurtha and other appointed by Agency and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Patna and following are agreed.</p> <p>The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.</p> <p>The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel).</p> <p>When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.</p>
35. Limitation of Liability Clause	The Client (Nagar Panchayat Kurtha) shall not recover from the selected agency, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated, the Client shall not recover from Agency, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services here under in this contract, in connection with claims arising out of this Agreement or otherwise relating to the Services.



Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

36. Disqualification	<p>The bid is liable to be disqualified if:</p> <ul style="list-style-type: none"> • Not submitted in accordance with this document. • During validity of the bid or its extended period, if any, the bidder increases his quoted prices. • During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. • Bid received in incomplete form or not accompanied by EMD / Tender fee / all requisite documents. • Bidder submits conditional bids.
37. Responsibilities of NAGAR PANCHAYAT KURTHA	<ul style="list-style-type: none"> • Issuance of various government orders/policy amendments as per requirement of the project. • Assigning of relevant officials as per project need for supervision of work of the resources deployed by the agency. • Resolution of problems and disputes. • Timely payments to the Agency. • Facilitate coordination with different stakeholders.
38. Conditions when the agency will be debarred from bidding	<p>A bidder shall be debarred if he has been convicted of an offence-</p> <ol style="list-style-type: none"> (a) Under the prevention of corruption Act, 1988 or (b) The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. (The above debarment will be for a period not exceeding three years from the date of debarment) (c) A procuring entity may debar a bidder from participating in any procurement process for a period not exceeding two years, if it determines that the bidder has breached the code of integrity (d) The bidder shall not be debarred unless such bidder has been a reasonable opportunity to represent against such debarment.

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

G. Data Sheet

A. General	
SN	Reference
1	Location of the Project: Kurtha, Arwal, Bihar, India
2	Name of the Client: NAGAR PANCHAYAT KURTHA Method of selection: Least Cost Selection (LCS)
3	Submission of Prequalification and Financial Proposal only through E-Proc Portal: Yes
4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: For all relevant information related to Nagar Panchayat Kurtha, please visit Nagar Panchayat Kurtha
B. Preparation of Proposals	
5	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
6	The Proposal shall comprise the following: <u>Order of scanning and upload of proposal at E-Proc:</u> <u>Order of Scanning of Eligibility related Proposal:</u> (1) Cover Letter / Undertaking (Form-1) (2) Power of Attorney for Signing of Application (Form-2) (3) Affidavit for non-blacklisting (Form-3) (4) Qualification Criteria (Form-4) (5) CA Certificate for Turnover and Net worth (Form-5) (6) TECH – 1 (7) TECH – 2 AND <u>Financial Proposal as per online E-proc format only.</u> <i>Not to be mentioned or uploaded in technical proposal else rejected.</i>
7	Statement of Undertaking is required: Yes, (Form-1)

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

8	Proposals must remain valid for <u>180</u> calendar days after the proposal submission deadline
9	Out of pocket Expenses / Per-diem / Statutory Levies / Taxes etc.: Nothing will be paid over the Financial Quote except GST on applicable rates. GST will be paid extra on applicable rates and should not be quoted in financial bid. All such expenses / Per-diem / statutory levies / taxes etc. will be treated as all-inclusive in the Financial Quote.
10	The duration of the assignment shall be Twelve (12) months and extendable on yearly basis for maximum three (03) year based on satisfactory performance of services and requirement of department with mutual consent of both parties. In case of extension, enhancement of remuneration may be considered by the department.
11	The Financial Proposal shall be stated in the following currencies: INR only
C. Submission, Opening and Evaluation	
12	The Agency must submit/upload: (a) Eligibility Proposal (b) Financial Proposal No Hard Copy Submission Except EMD & Tender fee payment proof (Original DD or BG or Copy of challan of online payment) and original copy of affidavit/Black listing form as per RFP document
13	Eligibility Criteria:
	(i) The Bidder must be incorporated and registered in India, under Companies Act/Limited Liability Partnership Act/Indian Partnership Act or Proprietorship firm and should be in operations continuously for at least 03 years as on the date of submission of bid – (To provide copy of certificate of Incorporation/Registration)
	(ii) The Bidder should have a minimum average annual turnover of Rs. 20 Lakh in last three financial years ending on 31 st March, 2025 and should have a positive net worth in last three financial year i.e. from Financial Year 2022-2023 to 2024-2025– (To provide copy of the Audited Profit and Loss Statement and Balance Sheet and certificate from a Chartered Accountants- (As per format provided in Form-5) regarding the turnover and positive net worth for each specified Financial Year)
	(iii) The Bidder must have successfully completed at least 01 assignment of providing any services with minimum fee of Rs. 19 Lakh to Central/State Government /PSU/ULBs (To provide work orders/contracts with completion certificate) OR The Bidder must have successfully completed at least 02 assignment of having minimum fee of Rs.12 Lakh to Central/State Government Department/PSU/ ULBs (To provide work orders/contracts with completion certificate) Or The Bidder must have successfully completed at least 03 assignment of minimum fee of Rs. 10 Lakh to Central/State Government /PSU/ULBs. (To provide work orders/contracts with completion certificate)
	(iv) The agency should be registered under Income Tax, GST, EPF and ESIC – (Supporting documents should be provided to substantiate the same.)
	(v) The bidder should not have been blacklisted or debarred by any State/Central Government or their agencies or Public Sector Undertakings (PSUs) as on bid submission date for corrupt, fraudulent or any other unethical business practices or for any other reason. (Affidavit as per

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

format provided in Form-3, signed by the authorized signatory of Bidder. Affidavit on non-judicial stamp paper of Rs. 1000/- or more by Authorized Representative and Signatory of the Bidder with his/her dated signature and company seal.

Note:-

- (i) Financial proposals will be opened for only those firms who will fulfill qualification criteria on the date & time mentioned on the www.eproc2.bihar.gov.in. The presence of the bidders or their representatives is optional.
- (ii) *The bidder shall provide all supporting documents for all the information submitted as a part of this RFPs response for fulfillment of Pre- Qualification criteria. The supporting documents submitted must be valid as on date of submission of bid.*

14. List of Key Expert

Manpower Requirement			
Sl.No.	Designation	Duration	CTC
01	MTS (Multi-Tasking Staff)	12 Month	As per latest Labour Law Rate of Govt of Bihar issues in April 2026.
02	Computer Operator	12 Month	As per latest Labour Law Rate of Govt of Bihar issues in April 2026.
03	Tax Collector	12 Month	As per latest Labour Law Rate of Govt of Bihar issues in April 2026.
04	Night Guard	12 Month	As per latest Labour Law Rate of Govt of Bihar issues in April 2026.
05	Sanitary Inspector	12 Month	As per latest Labour Law Rate of Govt of Bihar issues in April 2026.
06	Accountant	12 Month	As per latest Labour Law Rate of Govt of Bihar issues in April 2026.

Note:

- Type of post may be changed and the number of post may increase and decrease.
- Nagar Panchayat Kurtha may be add any new post/positions in desired number to be decided at any time with such monthly remuneration as may be decided by NAGAR PANCHAYAT KURTHA as per existing labour Law rate of Govt of Bihar.
- The above mentioned remuneration will be CTC of the professional.
- 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

24

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal 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.

- 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.
- 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.
- 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 Kurtha Nagar Panchayat..
- manpower may be changed by the sole authority of NAGAR PANCHAYAT KURTHA from time to time
- The duration of the assignment shall be Twelve(12) months and extendable on yearly basis for maximum Three (03) year based on satisfactory performance of services and requirement of department with mutual consent of both parties. In case of extension, enhancement of remuneration may be considered by the department
- The agency resources would be eligible to avail leave as per their respective organization's leave policy, subject to prior approval by the purchaser. In case of leave of more than 5 working days, the bidder shall provide suitable replacement.
- The Manpower will be stationed at NAGAR PANCHAYAT KURTHA Head office.
- If the Client i.e., NAGAR PANCHAYAT KURTHA finds that any of the personnel have committed serious misconduct, or have been charged with having committed a criminal action, or have reasonably caused to be dissatisfied with the performance of any of the personnel, then the Agency shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the client and as per the process decided by UDHD.
- Required manpower selection process may adopt any of the following modes:-
 - The decision of NAGAR PANCHAYAT KURTHA about the mode of selection about any position/post shall be final.
- The agency will raise its invoice on completion of services for the month and along NEFT transaction of the



Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal
Previous months payments made to the manpower to ensure the remuneration are made as per RFP ,which must be submitted to the department by 3rd of the succeeding month, along with all supporting documents and attendance sheet duly signed and certified by the Competent Authority of UDHD. Agency shall make the payment to manpower through NEFT/Bank transfer only, latest by 10th of succeeding month.

- Agency will provide the salary structure of all recruited employee according to the CTC rate quoted by the bidder ,which should not be less than the rate notified by Labour department Govt of Bihar in April 2026.
- The payment will be made within a month through online/RTGS/DD or any other mode directed by department to agency.
- Whenever demand of manpower will exceed from above mentioned list then additional performance security shall be deposited by the agency regarding extended manpower service.
- The department may refuse/return the services of any personnel provided by the agency without assigning any reason whatsoever and the decision of department shall be final and binding on the agency.
- The department may terminate the contract with the agency at any time without assigning any reason whatsoever and the decision of department shall be final and binding on the agency.

15. Evaluation of Proposal

- (i) Bids submitted for this RFP document shall be evaluated by the Evaluation Committee from NAGAR PANCHAYAT KURTHA , Government of Bihar. The committee will first open and evaluate the pre-qualification bid. Bidders unable to provide relevant documents would not be qualifying and will not be eligible for the financial evaluation.
- (ii) The evaluation of the RFP shall be based on Least Cost Selection (LCS) method.
- (iii) The agency will be selected based on Least Cost Selection (LCS) method and procedures described in this RFP. In the case of more than one eligible L1 bidder. The lottery system shall be used for the final selection.
- (iv) Financial proposals will be opened for only those firms who fulfill Pre qualification criteria on the date & time mentioned on the www.eproc2.bihar.gov.in . The presence of the Bidders or their representatives is optional

16. Basis of Pricing

1. Financial cost of the bidder will be calculated on summary of cost.
2. 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/Vid dated 23-03-2023 .

Section 4 – Eligibility related Proposal

Formats for Eligibility Proposal

Form -1

Cover Letter / Undertaking

(On the letter head)
{Location, Date}

To,
Municipal Executive Officer
Nagar Panchayat, Kurtha, Arwal
Urban Development & Housing Department, Govt. of Bihar
1st Floor, Rana Nagar, Kurtha, Arwal 804427
Phone: +91 9031668814
Email: kurthanagarpanchayat@gmail.com

Dear Sir,

We, the undersigned, offer to provide the services as **an agency** to provide services for (Nagar Panchayat Kurtha) in accordance with your Request for Proposals RFP No-----dated-----/-----/2026
We are hereby submitting/uploading our proposal (through eProc2 portal), completed in all respects along with all required proofs, which includes Prequalification Proposal, Technical Proposal and a Financial Proposal as per eProc2 guidelines.

We hereby confirm that:

- The RFP is being submitted by which is the “Bidder” in accordance with the conditions stipulated in the RFP.
- We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by Nagar Panchayat Kurtha and in any subsequent communication sent by Nagar Panchayat Kurtha. We agree and undertake to abide by all these terms and conditions. Our RFP is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Nagar Panchayat Kurtha.
- We also undertake that we have examined in detail and have understood the terms and conditions stipulated in “Section 6 - Financial Proposal: Standard Forms” of the RFP and we agree and undertake to abide by all these terms and conditions.
- The information submitted in our proposal is complete and correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our proposal. We acknowledge that Nagar Panchayat Kurtha will be relying on the information provided in the proposal and the documents/proof submitted along with our proposal, for above services, and we certify that all information provided in the application is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying our proposal are true copies of their respective originals.

29

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

- We acknowledge the right of Nagar Panchayat Kurtha to reject our proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
- We declare that we satisfy all legal requirements and meet all the eligibility criteria laid down in the RFP.
- Our proposal is unconditional, and we hereby undertake to abide by the terms and conditions of the RFP.
- We understand that any work sanctioned in pursuance to the process detailed in this RFP shall be on the terms and conditions specified in the Letter of Award / Work Order / Agreement pertaining to such work, which shall be thoroughly reviewed and accepted by us before undertaking such work.
- We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We understand that Nagar Panchayat Kurtha is not bound to accept any Proposal that Nagar Panchayat Kurtha receives. We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Agency and Seal:

In the capacity of:

Address:

Contact information (phone and e-mail):



Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

Form -2

(Note: To be executed on a non-judicial stamp paper of Rs. 100/- or more)

Power of Attorney for Signing of Application

Know all men by these presents that We..... (Name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name)..... son/daughter/wife ofand presently residing atwho is presently employed with us and holding the position of..... as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things including to enter into negotiation, as are necessary or required in connection with or incidental to submission of our proposal for the "RFP No.".

The attorney is fully authorized for providing information/ responses to the Nagar Panchayat Kurtha, representing us in all matters before the Nagar Panchayat Kurtha including negotiations with the Nagar Panchayat Kurtha, signing and execution of all agreements including the Memorandum of Understanding and undertakings consequent to acceptance of our proposal, and generally dealing with the Nagar Panchayat Kurtha in all matters in connection with or relating to or arising out of our proposal for the said Empanelment.

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

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

For..... ;

(Signature, name, designation and address)

Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

Witnesses:

1. 2.

2j

Form -3

(Affidavit on non-judicial stamp paper of Rs. 1000/- or more by Authorized Representative and Signatory of the Bidder with his / her dated signature and company seal)

AFFIDAVIT

1. I/We do hereby certify that all the statements made in our bids in response to the RFP Reference No..... Dated..... and in the required attachments are true, correct, and complete. I/we am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.
2. I/We, on behalf of (Name of Bidder), with its registered office at do hereby declare that we have not been blacklisted or debarred by any State / Central Government or their agencies or Public Sector Undertakings (PSUs) as on bid submission date for corrupt, fraudulent or any other unethical business practices or for any other reason.
3. The undersigned hereby authorizes and request(s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by Nagar Panchayat Kurtha to verify this statement or regarding my (our) competence and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested by Nagar Panchayat Kurtha and agrees to furnish any such information at the request of Nagar Panchayat Kurtha .
5. I/We on behalf of (Name of the Agency) do hereby affirm and undertake that we have carefully read and understood the whole tender documents and will unconditionally abide by all the terms and conditions as given in the above-mentioned RFP.

For and on behalf of:

Signature:

Name:

Designation:

Date:

(Company Seal)

(Authorized Representative and Signatory)

24

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

Form -4

Eligibility Criteria**A- General Profile:**

Name of the Bidder	
Telephone Nos: Mobile Nos: E-mail: Website:	
Date of Incorporation (dd/mm/yyyy)	
Offices situated at different locations	
Address of Registered office	
GST Number (with document evidence)	
PAN NO. (with document evidence)	
EPF NO. (with document evidence)	
ESIC NO. (with document evidence)	

B- Eligibility Information / criteria as per RFP (Mandatory Clause): Please fill properly.

SN	Parameter	Supporting documents to be provided	Compliance (Yes/No)
1			
2			



Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

3			
4			
5			

Note:

If the applicant is found ineligible, then the proposal will be rejected for further Technical and Financial evaluation.

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal
Form -5

(On CA Firm Letter Head)

CA Certificate for Turnover and Net worth

This is to certify the below details for the _____ (Bidder Name):

S. No.	Financial Year	Turnover (in Rs.) from Indian Operations	Net worth as on 31 st March of the respective FY (in Rs.)
1	2024-25		
2	2023-24		
3	2022-23		

(Signature)

Name: Firm

Name:

Date:

Membership No.:

Firm Registration Number:

Mobile Number:

E-mail id:

Stamp

UDIN:

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

Technical Proposal: Standard Forms

Section 5 - Technical Proposal: Standard Forms

Formats for Technical Proposal

Checklist of Required Forms

Required for Proposal (√)	FORM	DESCRIPTION
√	TECH-1	Agency's Organization Details
√	TECH-2	Experience details as mentioned in the Point 13(iii) of the Eligibility Criteria of Data Sheet

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal
Form TECH-1

AGENCY’S ORGANIZATION DETAILS

Form TECH-1: a brief description of the Agency’s organization and an outline of the recent experience of the Agency that is most relevant to the assignment.

1. Provide here a brief description of the background and organization of your company.

Form TECH-2

List of Eligible Projects

1. Refer Sl. No. 13(iii) of Eligibility Criteria of Data Sheet

Assignment detail for experience criteria :

SN	Name of Client	Name of Project	Value of Project (In Crore)	Date of Completion	Remarks

Section 6 - Financial Proposal: Standard Form

(Just for reference, not to be filled and uploaded with Technical Bid)

Please refer and upload online financial bid format on e-proc.

FORM FIN-1 (FORMAT OF FINANCIAL PROPOSAL)

By Participating in this process, we, the undersigned, offer to provide the services as detailed out in the Terms of Reference (TOR) of this RFP in accordance with our e-Bid (Response to Technical Bid and Financial Bid) submitted through E-Proc.

Our Financial Bid –is as uploaded on e-bid portal in the excel format will be inclusive of all expenses, statutory taxes, duties, and levies including our margin, except GST which will be paid extra by Nagar Panchayat Kurtha at the rate applicable on the date of invoicing. We undertake that our financial bid as uploaded on e-proc portal is unconditional.

We undertake that our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, if any, up to expiration of the validity period of the Bid, i.e. 180 days from the date of submission of the e-Bid.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand you are not bound to accept any Bid you receive.

Form FIN-1: Summary of Cost

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha, Arwal

NAME OF BIDDER					
CONTACT DETAILS					
		Unit	Deploy ment Durati on (in Month s) B	Man-Month Rate	Total Cost (A * B * C)
S. No.	Personnel			C	
		A			
Key Personnel					
1	MTS (Multi-Tasking Staff)	2	12		
2	Computer Operator	2	12		
3	Tax Collector	2	12		
4	Night Guard	1	12		
5	Sanitary Inspector	1	12		
6	Accountant	1	12		
7	Total				
8	Service Charges @ %				
	(Service Charges shall be between 3.85% to 7%)				
9	Total Cost (7+8)				

(RupeesOnly)

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

Note-

- (i) Bidder shall quote the rate in uploaded financial sheet and evaluation will be done on the basis of uploaded financial sheet.
- (ii) Type of post may change and the number of post may increase or decrease.
- (iii) Authority may add any new post/position in desired number to be decided any time with such monthly remuneration.
- (iv) The above-mentioned remuneration will be CTC of the manpower.
- (v) CTC may be revised as per the changes in Labor law latest rate time to time.
- (vi) The rate mentioned is exclusive of GST and shall be paid as applicable
- (vii) Authority will only pay the salary, service charges, and GST. No extra costs shall be paid by the UDHD
- (viii) 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.
- (ix) 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 .
- (x) The rate quoted by the bidder as Cost to Company (CTC) shall not be lower than the latest minimum wage rates notified by the Labour Department, Government of Bihar, applicable as of April 2026. Any bid quoting rates below the said statutory minimum shall be deemed non-responsive, and such bid shall not be considered for evaluation and shall be summarily rejected without further correspondence.
- (xi) The duration of the assignment shall be Twelve (12) months and extendable on yearly basis for maximum Three(03) year based on satisfactory performance of services and requirement of department with mutual consent of both parties .



Appendix I – Form of contract (Tentative)

CONTRACT FOR:

CONTRACT NUMBER: RFP No. and Date of issuance of RFP

THIS CONTRACT is made

BETWEEN: (NAGAR PANCHAYAT KURTHA), Government of Bihar (hereinaftercalled “the Client”)]

AND: [Please insert name of Bidder] (hereinafter referred to as “the Agency”)

[Please insert nodal officer and communication address of the Agency]

CONTRACT AGREEMENT:

1. **Date of Agreement** :
2. **Date of Work Start** :
3. **Date of Work Completion** :
4. **Contract Value** :

RFP Reference no:

WHEREAS:

A. the Client has requested the Agency to provide certain services as defined in the Terms of Reference of the RFP (hereinafter called the “Services”); and

B. the Agency, having represented to the Client 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.

NOW THEREFORE the parties hereto hereby agree as follows:

1. Documents

This Contract shall be comprised of the following documents:

- a) Form of Contract
- b) Terms of Reference
- c) Schedule of Prices
- d) Minutes of Contract Negotiation Meeting
- e) Letter of Award
- f) Copy of Performance Security
- g) Minutes of the Pre-bid meeting
- h) Copy of letter of acceptance
- i) Copy of letter of invitation
- j) RFP with all corrigendums.
- k) Financial Bid of the Bidder

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

This Contract constitutes the entire agreement between the Parties in respect of the Agency’s obligations and supersedes all previous communications between the Parties, other than as expressly provided for in Sections 2 and 6.

2. The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract; in particular

- (a) The Agency shall carry out the Services in accordance with the provisions of the Contract; and
- (b) Client shall make payments to the Agency in accordance with the provisions of the Contract.

Commencement and Duration of the Services

The Agency 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.

3. Financial Limit

Payment rates under this Contract shall not, in any circumstances, exceed as quoted in the Financial Proposal.

4. Time of the Essence

Time shall be of the essence as regards the performance by the Agency 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

For and on behalf of Agency

Signature

Signature

Name:

Name:

Date:

Date:

Witness on behalf of Client

Witness on behalf of Agency

- 1.
- 2.

- 1.
- 2.



Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

FORM OF BANK GUARANTEE

Ref: _____ Bank Guarantee: _____

Date: _____

To,

Dear Sir/Madam,

In consideration of "EO , NAGAR PANCHAYAT KURTHA " (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____ (hereinafter referred to as the "Agency" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Client's Contract Agreement No. _____ dated _____ and the same having been unequivocally accepted by the Agency, resulting in a Contract valued at _____ for (name of the project) _____ (hereinafter called the "Contract") and the Agency having agreed to furnish a Bank Guarantee to the Client against the release of retention money as stipulated by the Client in the said contract for accuracy of the services performed amounting to Rs. _____ (in words and figures).

We _____ (Name of the Bank) having its Head Office at _____ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the Client immediately on demand any or, all amount payable by the Agency to the extent of _____ as aforesaid at any time up to _____ @ _____ without any demur, reservation, contest, recourse or protest and/or without any reference to the Agency. Any such demand made by the Client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary it or to extend the time for performance of the contract by the Agency. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the Agency any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Agency and notwithstanding any security or other guarantee that the Client may have in relation to the Agency's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to _____ and it shall remain in force up to and including _____ @ _____ and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. _____ on whose behalf this guarantee has been given.

Dated this _____ day of _____ 202... at _____

23

Request for Proposal (RFP) for Selection of Agency for Providing Manpower at Nagar Panchayat Kurtha Arwal

WITNESS

(Signature)

(Signature)

(Name) _____ (Name) _____

(Official Address) Designation (with Bank stamp) Attorney as per Power of

Attorney No. _____

Dated _____

Strike out whichever is not applicable.

@ The date will be twenty-four months after the date of commencement of services. However, its validity should be extendable if requested by Nagar Panchayat Kurtha, Arwal, Bihar.

Note 1: The stamp papers of appropriate value shall be purchased in the name of bank that issues the “Bank Guarantee”.

Note 2: The Bank Guarantee will be accepted which is issued by Nationalized Bank or Scheduled Commercial Bank.

23