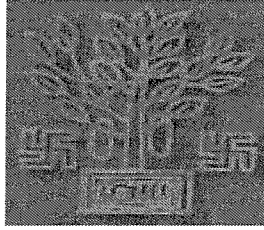


NAGAR PARISHAD, HAJIPUR

(Govt. of Bihar)



REQUEST FOR PROPOSAL

For

Empanelment of Agencies Flood related works (Dewatering and Drain Cleaning/Desalting, during monsoon period) in Nagar Parishad, Hajipur Area.

NIT NO: R F P 09/ 2026-27
Issued on Date :- 16/06/2026

Issued By:-

Office, Nagar Parishad, Hajipur.
Rambalak Chowk, Ward No.- 28, Hajipur, (844101)
Dist.- Vaishali (Bihar)
Email: hajipurnagarparishad@gmail.com
Website: <https://state.bihar.gov.in>

Empanelment of Agencies Flood related works (Dewatering and Drain Cleaning/Desalting, during monsoon period) in Nagar Parishad, Hajipur Area.

DISCLAIMER

Though adequate care has been taken while preparing the RFP document, the Bidders/Applicants shall satisfy them that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within fifteen (15) days from the date of notification of RFP /Issue of the RFP documents, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.

Nagar Parishad Hajipur (NPH) reserves the right to modify, amend or supplement this RFP document including all formats and Annexure. Any such change would be communicated to the applicants by posting it on the website www.eproc2.bihar.gov.in.

The information provided in this RFP not intended to be an exhaustive on account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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 anyway in this subject.

The issue of this RFP does not imply that the Authority is bound to select an Applicant for the project and the Authority reserves the right to terminate the process at any time without assigning any reasons whatsoever. The Applicant shall bear all its costs associated with or relating to the participation in this process regardless of the conduct or outcome of the process.

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


EXECUTIVE OFFICER
NAGAR PARISHAD HAJIPUR

Empanelment of Agencies Flood related works (Dewatering and Drain Cleaning/Desalting, during monsoon period) in Nagar Parishad, Hajipur Area.

NIT No: RFP 09/2026-27

Date: 16-06-2026

1 Invitation for Bids – Request For Proposal

Nagar Parishad Hajipur invites online proposals for Empanelment of Agencies Flood related works (Dewatering and Drain Cleaning/Desalting, during monsoon period) in Nagar Parishad, Hajipur Area.

Details of schedule for the bid are given below: -

Sl. #	Activity	Timeline& Address
1	Designation and Address of Advertiser	Executive Officer, Nagar Parishad Hajipur
2	Date of issue of Tender Notice	16.06.2026
3	Online Sale/ Download Date of Tender documents	23.06.2026 (10:30 AM) (https://eproc2.bihar.gov.in)
4	Pre-bid Meeting Date (Only two members per bidder are allowed).	23.06.2026 (Offline) at the Nagar Parishad Hajipur Office, at 11:00 AM
5	Last Date for Submission of Bids (online)	30.06.2026 (03:00 PM) (https://eproc2.bihar.gov.in)
6	Opening of Technical Bids	30.06.2026 (03:30 PM) (https://eproc2.bihar.gov.in)
7	Date of opening of Financial bids	To be informed later to technically qualified bidder
8	Cost of bidding document (tender fee)	Tender fee rupees 10,000.00 (Non Refundable) to be paid through Online mode i.e. Internet payment gateway (Credit card, Debit Card), Net banking, Online challan and NEFT/RTGS.
9	EMD	Rs.- 5,00,000.00 [(Rupees Five lakh only) (refundable)] in the form of Online mode i.e. Internet payment gateway (Credit card, Debit Card), Net banking, Online challan and NEFT/RTGS. bank guarantee (BG)/ in Favor of "EXECUTIVE OFFICER, NAGAR PARISHAD HAJIPUR" Payable at HAJIPUR

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

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


EXECUTIVE OFFICER,
DANAPUR MUNICIPALCOUNCIL

Empanelment of Agencies Flood related works (Dewatering and Drain Cleaning/Desalting, during monsoon period) in Nagar Parishad, Hajipur Area.

2 Instructions for Online Bid Submission

1. The RFP document containing the project profile, invitation for qualification and criteria for evaluation may be obtained from the website: www.eproc2.bihar.gov.in
2. For support related to e-tendering process, bidders may contact at following address "e-Procurement HELP DESK Toll Free Number: 1800 572 6571 Email Id: eproc2support@bihar.gov.in, eproc 2.0 Help Desk Address: mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S.- Shastri Nagar, Patna 800 014, Bihar". Vendor may visit www.eproc2.bihar.gov.in.
3. Detailed N.I.T can be seen of website www.eproc2.bihar.gov.in.
4. NPH will not be responsible, in case of any delay, due to any reason whatsoever, in receipt of Bid Documents by the Bidders.
5. The Owner reserves the right to reject any or all Bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case, no Bidder/ intending Bidder shall have any claim arising out of such action.
6. For participating in e-tendering process, the contractor shall have to get themselves registered to get user ID, Password and digital signature. This will enable them to access the website www.eproc.bihar.gov.in and download/participate in e-tender.
7. Those who are not registered in e-tendering systems, they may contact "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, Patna 800 014, Bihar". Vendor may visit www.eproc2.bihar.gov.in for registration.
8. NPH, intends to undertake a competitive bidding process in order to shortlist and qualify suitable Bidders, who shall be eligible for evaluation of their price bids towards selection of the successful bidder in terms of the RFP for award of the project.
9. The detail of the bidding process and summary of the scope of construction works for the project is included in the RFP document.
10. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
11. In the unlikely event of the server for www.eproc2.bihar.gov.in being down for more than two consecutive hours (in the period from midnight to closing time for receipt of tenders) on the last date of receiving of bid, the last date of the same shall be extended by concerned authority only to the next working day till the last receiving time stipulated in the original NIT.
12. The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded. If they feel that the complete file is not uploaded then they should click on cancel & update the same
13. Before submission. The bidders should satisfy themselves of download ability/ visibility of the scanned & uploaded file by them.



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14. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last hour's technical snags.
15. In exceptional circumstances, the competent authority, NPH may solicit the Bidder's consent to an extension of the period of validity.
16. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
17. The bidders shall submit their eligibility and qualification details, technical bid etc., in the online standard formats given for respective tenders in e-Procurement website (www.eproc2.bihar.gov.in) at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate, /documents in the e- Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.
18. Corrigendum/ Addendum, if any, will be published on the website itself.
19. Bidder should submit the Tender Fee/ EMD, pre-qualification bid and the Technical Bid as per Clause of this RFP. The Financial bid should be submitted only online. The Financial bid submitted in hard copy shall be treated as non-responsive and eligible for rejection. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
20. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
21. A bid processing fee of 590 (Non-Refundable) and Tender document/RFP fee of 10,000 (Rupees Ten thousand only) to be paid only through e-Payment modes i.e. Internet Payment Gateway (Master or Visa Card)/Internet Banking/NEFT or RTGS towards charges for online processing charges of BELTRON.
22. For any queries regarding Tendering process, the bidders may contact at address as provided in the tender document.



Empanelment of Agencies Flood related works (Dewatering and Drain Cleaning/Desalting, during monsoon period) in Nagar Parishad, Hajipur Area.

3 Introduction

Hajipur is the headquarters and largest city of Vaishali district of the state of Bihar in India. Hajipur is the most populous city of Bihar, besides being the fastest developing city, next to Patna.

The city is known for cultivating Bananas.¹¹²¹ Patna, is only 10 km (6.2 mi) from Hajipur, with the cities separated by the Ganges river. The metropolitan region of Patna comprises the Patna Regional Development Authority (PROA) area includes Hajipur under Bihar Urban Infrastructure Development Corporation. Mahatma Gandhi Setu, one of the longest bridges in the world at 5.75 kilometres (3.57 mi) links Hajipur to Patna. Hajipur lies on the north bank of the Ganga while Patna lies on the south, the Gandhi Setu bridge connects both cities. Another bridge, the Digha-Sonpur Bridge, which crosses the Ganga north-west of Patna, narrows the distance between Hajipur and Patna. There have been plans to expand Patna to *Greater Patna*, which would entail absorbing Hajipur and other surrounding towns.

The population of Hajipur city is 191275 at the 2011 India Census. The area of Hajipur city is spread across 33.01 km². The city is divided into 45 Wards. Hajipur is the only twin city of Patna and lies nearest to the capital and shares most of its government works, headquarters, educational institutions. Being another district headquarters, it is equal to the capital in terms of powers.

Roadways

The National highway 22 passes through Hajipur. Also the city is only 10 kms away from the state capital Patna. Therefore, it is well connected to the major cities of the state as well as the rest of the country.

Railways

Hajipur is the headquarters of East Central Railway. Three rail lines connect it to Muzaffarpur, Chhapra and Barauni. Important trains like Guwahati Rajdhani Express, Vaishali Express, Bihar Sampark Kranti Express etc halt at this station.

Airways

The closest airport is the Patna airport which is 20 kms away from the city.

Present Administrative Set Up

Recent election of The Nagar Parishad Hajipur was held by the State Election Commission, Bihar, Hajipur in December 2022. There are a Hon'ble chairman, a Hon'ble Deputy chairman and 45 wards in HNP and Ward Councillors have been elected for each ward. According to the provisions of the Bihar Municipal Act 2007, there are following Municipal authorities:

- (a) The Council
- (b) The Empowered Standing Committee
- (c) The Executive Officer



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The HNP consists of a Hon'ble chairman, a Hon'ble Deputy chairman and 45 other Hon'ble Ward Councilors. The NPH functions through an Empowered Standing Committee which consists of 5 Hon'ble Ward Councilors, Hon'ble chairman and Dy chairman. All the 45 wards of the Nagar Parishad Hajipur are under the executive control of 1 Office. Office is administered by an Executive Officer who is deputed by the State Government.

The administration of the Nagar Parishad Hajipur is under the direct control of the Executive Officer who sits at the Council Office located at Rambalak chowk, Hajipur.

3.1 Objective of project

Flood is a perennial problem faced by the public in Nagar Parishad Hajipur (NPH) Area during monsoons with choked drains and water logging. In order to mitigate the situation, NPH wants to empanel a list of contractors who can take up the Flood related works (Dewatering and Drain Cleaning/Desalting, during monsoon period) at short notice. The empanelment will be valid for 2 years. Post this RFP for empanelment, only financial bids will be invited by NPH for emergency works related to flood.

3.2 Request for Proposals

The Authority invites online proposals (the "Proposals") for Empanelment of Agency (the "Agencies") for Emergency Flood related works (Dewatering and Drain Cleaning/Desalting, during monsoon period) in NPH Area in conformity with the scope of work and other terms and condition as specified in this RFP. The Authority intends to select 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 schedule for 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 i.e. Internet payment gateway (Credit card, Debit Card), Net banking, Online challan and NEFT/RTGS.

3.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 180 days from the Proposal Due Date (the "PDD").

3.6 Brief description of the Selection Process

The Authority has adopted a two stage selection process (collectively the "Selection Process") for evaluating the Proposals comprising of required document & financial bids to be submitted by the Applicant. For avoidance of doubt, the technical proposal shall be submitted online through e-procurement portal and the financial proposal shall be submitted only online through e-procurement in (Annexure 1). The selection will be done through **LCS (Least Cost items wise based Selection)**. The



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technical evaluation will be based on required experience; a financial evaluation will be carried out based on the lowest cost items wise. The selection will be done through LCS (Least Cost item wise Based Selection) based on selection of technically qualified agency with lowest financial bid. In the first stage, a technical evaluation will be carried out and bids will be evaluated on basis of responsiveness and required document parameters as specified in this bid document. Based on this technical Evaluation, a list of short-listed bidders shall be prepared which will consist of bidders successfully qualifying the technical evaluation stage, Based on the lowest cost of each items quoted by bidders, list of lowest cost of each items will be prepared by NPH. Once L1 of each item rates are finalized as per procedure defined in this bid document (LCS item basis). All qualified bidders shall be given the option to match L1 rates (rate finalized by NPH) item wise and get empaneled with NPH. Final decision for empaneling the agencies who qualify and agree to the terms will be of NPH. A list of Empaneled agencies shall be prepared and published on NPH website and will notify the empaneled agency by email. After empanelment, the NPH will decide for providing of work order to the empaneled agency on the L1 rate (NPH approved rate) on the volume of work; however, NPH is not bound to award work to every empaneled agency. The proposals being invited are non- binding and without any commitment of award of work.

3.7 Schedule of Selection Process:

The Authority would endeavor to adhere to the following schedule:

Sl. #	Activity	Timeline & Address
1	Online Sale/ Download Date of Tender documents	23.06.2026 (10:30 AM) (https://eproc2.bihar.gov.in)
2	Pre-bid Meeting Date (Only two members per bidder are allowed).	23.06.2026 (Offline) at the Nagar Parishad Hajipur Office, at 11:00 AM
3	Last Date for Submission of Bids (online)	30.06.2026 (03:00 PM) (https://eproc2.bihar.gov.in)
4	Opening of Technical Bids	30.06.2026 (03:30 PM) (https://eproc2.bihar.gov.in)
5	Date of opening of Financial bids	To be informed later to technically qualified bidder
6	Cost of bidding document (tender fee)	Tender fee rupees 10,000.00 (Non Refundable) to be paid through Online mode i.e. Internet payment gateway (Credit card, Debit Card), Net banking, Online challan and NEFT/RTGS.
7	EMD	Rs.- 5,00,000.00 [(Rupees Five lakh only) (refundable)] in the form of Online mode i.e. Internet payment gateway (Credit card, Debit Card), Net banking, Online challan and NEFT/RTGS. bank guarantee (BG)/ in Favour of "EXECUTIVE OFFICER, NAGAR PARISHAD HAJIPUR" Payable at HAJIPUR

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

Prospective Applicants may visit the Nagar Parishad Hajipur Office and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to Executive officer.

3.9 Pre-Proposal Conference

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



Empanelment of Agencies Flood related works (Dewatering and Drain Cleaning/Desalting, during monsoon period) in Nagar Parishad, Hajipur Area.

Date and Time: As mentioned in details of schedule in the bid.

Venue: As mentioned at the office of Nagar parishad Hajipur.

3.10 Official Contact for the proposal

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

Executive Officer,

Nagar Parishad Hajipur

Address: Rambalak Chowk, Ward No.- 28, Hajipur, (844101)

Email: hajipurnagarparishad@gmail.com

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

Mobile: 9431200806.

3.11 The Official Website for submission of online Bid is:

<http://www.eproc.bihar.gov.in>

3.12 All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

RFP Notice No.(as per brief NIT) Empanelment of Agencies Flood related works (Dewatering and Drain Cleaning/Desalting, during monsoon period) in Nagar Parishad, Hajipur Area.

3.13 Conditions of Eligibility of Applicants

- Applicants 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 & financial evaluation.
- The applicant must be a sole bidder or a consortium/Joint Venture of maximum two partners i.e. Lead +1.
- To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:

Basic Eligibility criteria

- An entity registered under Indian Companies Act 1956 / 2013 or Limited Liability Partnership Act 2008 or equivalent law abroad / Institutions registered under Societies Act/Any Individual/Firm. Registered/ NGOs firms involved in the similar assignments are also eligible to bid for this project.
- Valid PAN card with least last three years ITR and GST registration in India.
- Registered office in India which is operational for at least last three years.
- Bidder must have EPFO and ESIC registration.
- Bidder must have Civil Registration Certificate.
- Bidder must have 03 years Experience of Similar Nature Work as per RFP.
- Bidder must have Character Certificate issued by DM/SP



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Technical Eligibility

- The Agency shall have successfully completed at least one Similar assignment of Rs. 1 Crore in any one year of the last Three years. Prior experience of working in Bihar will be advantageous.
- The Firm should have all equipment's required for drain cleaning /desalting and dewatering pumps through own purchase or should have made arrangements for it via leasing or any other method. This has to be substantiated by a self-attested letter on bidder's letter head at the time of bid submission.

Financial Eligibility

- Average annual turnover of Rs. 2 Crore in last 3 (three) Financial Years. (2022-23, 2023-24 & 2024-25)

Eligible Assignment: Experience of work of Cleaning, Desalting, Removal of Obstruction and Maintenance of Drains, Water Bodies, River Excavation, lake, Sewerage Pipelines and dewatering in last five (5) years preceding Proposal due date (PDD). Client Agreement as proof of contract value along with work order must be enclosed.

The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors***stating its total revenues from supply as stated during each of the 3 (Three) financial years preceding the PDD and the fee received in respect of each of the Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

*** No separate annual financial statements should be submitted

The Applicant should submit a Power of Attorney of authorized representative as per the format at given in this RFP.

Any entity which has been barred by the 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 bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

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.

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 in Council of the requested information.

3.14 Conflict of Interest

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 Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time,

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cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

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.

An Applicant eventually appointed for supply work for this Project shall be disqualified from subsequently providing goods or works or services related to the implementation of any other NPH Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 2 (Two) years from the completion of this assignment.

3.15 Number of Proposals

No Applicant shall submit more than one Application for the said work.

3.16 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.

3.17 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the project site and collection of data and Information required if any.

3.18 Acknowledgement by Applicant

- It shall be deemed that by submitting the Proposal, the Applicant has:
 - made a complete and careful examination of the RFP;
 - received all relevant information requested from the Authority;
 - 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;
- 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;
- acknowledged that it does not have a Conflict of Interest; and
- 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

Empanelment of Agencies Flood related works (Dewatering and Drain Cleaning/Desalting, during monsoon period) in Nagar Parishad, Hajipur Area.

relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

3.19 Right to reject any or all Proposals

- 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.
- Without prejudice to the generality of Clause 2.8.1, 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 consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

3.20 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 clearly bear the following identification:

"Queries concerning RFP Empanelment of Agencies Flood related works (Dewatering and Drain Cleaning/Desalting, during monsoon period) in Nagar Parishad, Hajipur Area."

- The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The Authority will post the reply to all such queries on the Official eProcurement Website (www.eproc.bihar.gov.in).
- 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.

3.21 Amendment of RFP

- 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.
- All such amendments/corrigendum/addendums will be posted on the Official Website and will be binding on all Applicants.
- In order to afford the Applicants a reasonable time for taking an amendment into account, or for

Empanelment of Agencies Flood related works (Dewatering and Drain Cleaning/Desalting, during monsoon period) in Nagar Parishad, Hajipur Area.

any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

3.22 PREPARATION AND SUBMISSION OF PROPOSAL

3.22.1 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.

3.22.2 Format and signing of Proposal

- 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 proposals shall be submitted online as well as physically and the financial proposal will only be submitted online.
- The Applicant shall prepare one original set of the Proposal (together with originals/ 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.
- 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 a partner, 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 a Council; or

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

- 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.

3.22.3 Technical Proposal

- Applicants shall submit the digitally signed technical proposal online at www.eproc.bihar.gov.in in the formats at Appendix (the “Technical Proposal”) and shall also submit the proposal in physical form at the address mentioned in clause 1.10 in original on or before the date and time mentioned



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in this RFP.

- While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:
 - The Bid Security is submitted as per the provisions laid down in this RFP.
 - All forms are submitted in the prescribed formats and signed by the prescribed signatories; Power of 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 to be 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 whatsoever to 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 the Authority

3.22.4 Submission of Proposal

- The Applicants shall submit the Technical & financial Proposal online as per date and time mentioned in this RFP. The applicants shall submit the Technical Proposal in online with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of this RFP.
- 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.
- 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.in duly digitally signed.
- 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

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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.

3.22.5 Proposal Due Date

- Proposal should be submitted on or before the Proposal Due Date specified in bid schedule at the address provided in Clause 3.10 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause mentioned above uniformly for all Applicants.

Late Proposals

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

Bid Security

- The Applicant shall furnish as part of its Proposal, a bid security of Rs. 5,00,000 (Rupees Five Lakh Only) (Refundable) payable in the form of Bank Guarantee (BG) in the name of Nagar Parishad Hajipur valid till bid validity. The copy of the proof of submission of bid security online to be submitted in technical proposal.
- The Selected Applicant's Bid Security shall be retained for a period of 2 years that is till the duration of empanelment post which it shall be returned. Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- The Applicant, by submitting its Application 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 Applicant engages in any of the Prohibited Practices;
 - If an Applicant 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 Applicant, if the Applicant fails to reconfirm its commitments after its selection;
 - In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in this RFP; or
 - If the Applicant is found to have a Conflict of Interest as specified in Clause given overleaf.

Performance Security



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- The Applicant, by submitting its Application 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 an Applicant engages in any of the Prohibited Practices;
 - if the Applicant is found to have a Conflict of Interest as specified overleaf; and
 - if the Selected Applicant commits a breach of the Agreement.
- An amount equal to 2% of the contract value in the form of BG and 8% deducted/ adjusted from the running bill 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 should remain valid for the entire duration of contract.

3.23 EVALUATION PROCESS

The Authority has adopted a two stage selection process (collectively the "**Selection Process**") for evaluating the Proposals comprising of required document & financial bids to be submitted by the Applicant. For avoidance of doubt, the technical proposal shall be submitted online through e-procurement portal and the financial proposal shall be submitted only online through e-procurement in (Annexure 1). The selection will be done through **LCS (Least Cost items wise based Selection)**. The technical evaluation will be based on required experience; a financial evaluation will be carried out based on the lowest cost items wise. The selection will be done through LCS (Least Cost item wise Based Selection) based on selection of technically qualified agency with lowest financial bid. In the first stage, a technical evaluation will be carried out and bids will be evaluated on basis of responsiveness and required document parameters as specified in this bid document. Based on this technical Evaluation, a list of short-listed bidders shall be prepared which will consist of bidders successfully qualifying the technical evaluation stage, Based on the lowest cost of each items quoted by bidders, list of lowest cost of each items will be prepared by NPH. Once L1 of each item rates are finalized as per procedure defined in this bid document (LCS item basis). All qualified bidders shall be given the option to match L1 rates (rate finalized by NPH) item wise and get empaneled with NPH. Final decision for empaneling the agencies who qualify and agree to the terms will be of NPH. A list of Empaneled agencies shall be prepared and published on NPH website and will notify the empaneled agency by email. After empanelment, the NPH will decide for providing of work order to the empaneled agency on the L1 rate (NPH approved rate) on the volume of work; however, NPH is not bound to award work to every empaneled agency. The proposals being invited are non-binding and without any commitment of award of work..

3.24 FRAUD AND CORRUPT PRACTICES

- 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

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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.

- 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.
- 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.



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3.25 PRE-PROPOSAL/PRE-BID CONFERENCE

- 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.
- 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.

3.26 MISCELLANEOUS

- 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.
- The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - 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;
 - consult with any Applicant in order to receive clarification or further information;
 - retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- 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.
- 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.
- The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

3.27 Disqualification

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

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- Submitted the Proposal documents after the response deadline.
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- 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.
- Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- Failed to provide clarifications related thereto, when sought.
- Declared ineligible by any Department or office of Government of Gujarat for corrupt and fraudulent practices or blacklisted
- Submitted a proposal with price adjustment / variation provision.

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4 General Conditions of Contract

4.1 Definitions

- “Applicable Law” means the laws and any other instruments having force of law in India as they may be issued force and in force from time to time.
- “Proposals” means proposals submitted by bidders in response to the RFP issued by NPH for “RFP for Selection of Agency for Cleaning, Desilting, Removal of Obstruction and Maintenance of 32 Big Drains in NPH Area”.
- “Competent Authority” means the Executive Officer, Nagar Parishad Hajipur.
- “Committee” means the committee formed for the evaluation of the proposals.
- “Contract Price” means the price payable to the agency on the panel of NPH under the Contract for the complete and proper performance of its contractual obligations.
- “Agency” means any private or public entity, which will provide the services to NPH under the contract.
- “Contract” means the Contract signed by the parties along with the entire documentation specified in the RFP
- “Day” means Calendar day
- “Effective date” means the date on which the contract comes into force and effect.
- “GCC” means General Conditions of Contract, specified in this Section of RFP
- “Government” means State Government.
- “NPH” means Nagar Parishad Hajipur, Rambalak chowk, Ward no -28, Hajipur –844101, Bihar.
- “Personnel” means professional and support staff provided by the agency.
- “Services” means the work to be performed by the agency pursuant to the selection by NPH and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by NPH.
- Authority/NPH/Company refers to Nagar Parishad Hajipur whereas Agency/Service Providers/employer refers to the appointed agency for Cleaning, Desalting, Removal of Obstruction and Maintenance of 32 Big Drains in NPH Area through this bidding process.

4.2 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 NPH shall be final and binding on the agency.

4.3 Standards of Performance:

The agency shall give the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices.

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The agency shall always act in respect of any matter relating to this contract as faithful advisor to NPH. The agency shall abide by all the provisions/Acts/Rules etc. related to labour laws and tax laws prevalent in the country. The agency shall conform to the standards laid down in RFP in totality.

4.4 Payment Schedule

- Payment schedule will be shared for different works post this empanelment RFP.

4.5 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.

4.6 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.

4.7 Sub Contracts

No Sub Contracting shall be allowed for this project.

4.8 Assignments

The agency shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Contract, without NPH's prior written consent.

4.9 Performance Assessment

- This RFP is for Empanelment of Agencies for Emergency Works Flood related works (Dewatering and Drain Cleaning/Desalting, during monsoon period) in NPH Area.
- NPH shall carry out half yearly review meeting of the empaneled list of bidders in which the services provided by agencies, compliances to the scope of work etc. shall be reviewed and the agencies not complying with the tender terms shall be appropriately treated.

4.10 Suspension:

- NPH 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 thirty (30) days after receipt by the agency of such notice of failure

4.11 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, its delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.



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- For purposes of this clause "Force Majeure" means an event beyond the control of the 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 NPH regarding Force Majeure shall be final and binding on the agency.
- If a Force Majeure situation arises, the agency shall promptly notify to NPH in writing, of such conditions and the cause thereof. Unless otherwise directed by NPH 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.

4.12 Termination

A. Termination for Default

- The NPH may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:
 - if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the NPH pursuant or
 - if the service provider fails to perform any other obligation(s) under the Contract.
 - If the service provider, in the judgment of the NPH 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;"
- If the Service Provider fails to conform to the quality requirement laid down.

B. In the event NPH terminates the Contract in whole or in part, NPH may procure the services, upon such terms and in such manner as it deems appropriate and the service provider shall be liable to the NPH for any excess costs for such similar Services. However, the service provider shall continue the performance of the Contract to the extent not terminated.

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

D. 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 NPH in this regard.

E. Terminations for Insolvency

- NPH 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



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any right of action or remedy which has accrued or will accrue thereafter to the NPH.

F. Termination for Convenience

- NPH by written notice sent to the service provider 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 NPH's convenience, the extent to which performance of the service provider 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 service provider's receipt of notice of termination shall be accepted by the NPH at the Contract terms and prices. For the remaining services, the NPH may elect:
 - To have any portion completed and delivered at the Contract terms and prices; and/or
 - To cancel the remainder and pay to the service provider an agreed amount for partially completed services and for services previously delivered by the service provider.
 - No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representative of both parties.
 - The contract shall be given subject to compliance by you of all the laws of the land, including renewal of registration of its license under Shop & Establishment Act, Contract labour Act etc. and other applicable laws.

4.13 Taxes and Duties

The agency shall fully familiarize themselves about the applicable Domestic taxes (such as GST etc.) on amount payable by NPH under the contract. The agency shall pay such domestic tax, duties, fees and other impositions (wherever applicable) levied under the applicable law.

4.14 Outstanding Dues

Any amount outstanding for any reason from the agency shall be recovered from the amount of their pending bills and the security deposit. 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 company is compelled to resort to any legal proceedings in this respect, the expenditure incurred by the company for the legal proceedings shall be recovered from the agency.

4.15 Legal Jurisdiction

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

4.16 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 communications addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.



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5 Special Condition Of Contract

5.1 Scope of Work:

Broadly the flood related work will comprise following 3 categories:

Category 1- Cleaning, Desilting, Removal of obstruction of all big open & other underground/ RCC covered Drain in NPH area.

Broad Scope for category 1 work-

- Clearing and uprooting rank vegetation, grass, bushes, shrubs, saplings and trees, removal of stumps of trees cut if any and disposal of unserviceable materials and stacking of serviceable material to be used or auctioned, including removal and disposal of top organic soil and any kind of temporary, permanent, RCC, PCC and other solid obstruction from the drains.
- Excavation and removal of silt or silt mixed with sand in slushy condition from drain bed including lift and disposing off the same.
- The drains must be cleaned and desilted by machineries i.e. Excavator, JCB, Barge Mounted Poclain etc. without damaging to the above ground and underground utilities / properties etc. wherever possible. In case use of machinery is not possible, then only manual human based (with all safety gadgets) cleaning is done.
- The desilted material shall be disposed with all lead and lift as instructed by the NPH. For avoidance of doubt ripper/dumper/carrier etc. should be leak proof.
- Desilted material must not be dumped in road/ footpath side, it should be loaded directly in ripper/dumper/carrier etc and disposed off to the site as directed by NPH.
- Involvement of man power should be minimum in all the nala and machineries should be engaged as far as possible.
- Involvement of the drains along the narrow roads and Liquid state silt the desilted materials may be dumped by the side of the road temporarily which must be removed within 2 hours of dumping. Failing to remove the same within 2hrs. will attract a penalty of 0.01% of work value per hour.

Category 2- Dewatering during monsoon period in NPH area

Broad Scope for category 2 works-

- The Agency will provide complete standby equipment, operator, installed and available for immediate operation as may be required to adequately maintain the dewatering on continuous basis.

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- The agency shall dispose of all water removed from the water logging area during monsoon period directed by NPH authority in such a manner as will not endanger public health, property, any portion of work under construction or as will cause no inconvenience whatsoever to the NPH authority.
- The agency shall be solely responsible for the arrangement of high capacity dewatering machine, operator, installation of dewatering pump and transportation of equipment etc. Place and time will be fixed by NPH authority.
- The Agency should not damage any of existing structure, cable, water supply line etc during implementing of the works. NPH will not responsible to any of the damages or extra works due to negligence. If any changes to the existing properties or services agency should rectify at their own cost.

**** Note for all Category of Works-**

Detailed Scope of work, place and work duration will be provided at the time of work order by NPH authority.

5.2 Schedule of Execution:

This will be provided at the time of floating limited tenders asking for financial bids post this empanelment RFP.

5.3 Mode of Payment:

- This will be provided at the time of floating limited tenders asking for financial bids post this empanelment RFP.

5.4 Contract Period

The empanelment is valid for 2 years.

5.5 Arbitration post signing of contract

In case, a dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof.

Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.

All arbitration would be referred to the Chief Justice of Patna High Court, and their decision would be final and binding to all parties.

In case NPH chooses to award the contract to an eligible bidder through this tender process, and its subjected to a third party litigation, NPH would be free to proceed the contract award and works



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process. If the litigation is in favour of the third party resulting in termination of awarded contract and retendering process, NPH would pay out the existing Contractor to the tune of work completed upon submission of sufficient proof of material supplied and other expenses incurred.



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Annexures

Annexure 1 – FINANCIAL BID

Item Code	Item Description	UOM	QUANTITY	Price to be quoted by bidder (Rs.) (Including of all Taxes and GST)
Hire/Rent Basis				
1	Dewatering Pump Electric with starter & Electrical Control Panel (including Pump Operator & excluding fuel)			
a	100 HP	/Day	1	
b	80 HP	/Day	1	
c	60 HP	/Day	1	
d	40 HP	/Day	1	
e	25 HP	/Day	1	
f	15 HP	/Day	1	
g	10 HP	/Day	1	
2	Dewatering pump Diesel/Petrol (including Pump Operator & excluding fuel)			
a	100 HP	/Day	1	
b	80 HP	/Day	1	
c	60 HP	/Day	1	
d	40 HP	/Day	1	
e	25 HP	/Day	1	
f	15 HP	/Day	1	
g	10 HP	/Day	1	
3	Vehicles (Including Driver, Fuel & all applicable taxes)			
a	Mahindra Bolero/Tata Yodha pickup	/Day	1	
b	Tractor with trolley	/Day	1	
c	Backhoe Loaders	/Day	1	
d	Excavators	/Day	1	
e	Tata Ace/Mahindra Veero pickup	/Day	1	
f	Hydra Crane	/Day	1	
g	Suction machine with Tractor	/Day	1	
h	JCB Breaker Machine	/Day	1	
Purchase/Buy Basis				
4	Petrol Honda Water Pump, 5 HP	each	1	
5	Single phase Electric water pump 3 hp with in-outlet set	each	1	

X


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6	Cotton Canvas Hose Pipe (Length - 30 meter)			
a	12- inch	per roll	1	
b	10- inch	per roll	1	
c	8- inch	per roll	1	
d	6- inch	per roll	1	
e	4- inch	per roll	1	
7	PVC Suction hose pipe			
a	10- inch	/meter	1	
b	8- inch	/meter	1	
c	6- inch	/meter	1	
d	4- inch	/meter	1	
8	PVC jointer			
a	12- inch	each	1	
b	10- inch	each	1	
c	8- inch	each	1	
d	6- inch	each	1	
e	4- inch	each	1	
9	Ms Pipe Clamp			
a	12- inch	each	1	
b	10- inch	each	1	
c	8- inch	each	1	
d	6- inch	each	1	
e	4- inch	each	1	
10	PVC foot valve			
a	10- inch	each	1	
b	8- inch	each	1	
c	6- inch	each	1	
d	4- inch	each	1	
11	3 phase 4 core armoured cable	/meter	1	
12	Copper Electrical wire 90-meter coil			
a	2.5 sq. mm	per coil	1	
b	4.0 sq. mm	per coil	1	
c	6.0 sq. mm	per coil	1	

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13	Combined Power Box With Switch Socket 16 Amp Five Pin Socket	each	1	
14	3 Pin Electric Plug Top (16A, 240V)	each	1	
15	Manpower			
	Pump Operator	each	1	
	Supervisor/Technician	each	1	
	Labour	each	1	

1. Financial evaluation will be carried out based on least cost method
2. Item wise evaluation
3. It is mandatory for all bidders to quote rate for all particulars/items mentioned in financial proposal. If any bidder does not quote rate for all particulars/items mentioned in financial proposal their financial proposal will not be considered and EMD may be forfeited.


नगर कार्यपालक पदाधिकारी
नगर परिषद, हाजीपुर



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Annexure 2 – Pre-qualification bid checklist

Sl#	Checklist Items	Compliance (Yes or No)
1.	RFP Document fees	
2.	Earnest Money Deposit	
3.	Pre-Qualification Covering letter	
4.	<ul style="list-style-type: none"> • Copy of Certification of InCouncil/RegistrationCertificate • PANcard • GSTregistration 	
5.	Audited financial statements for the last three financial years AND Certificate from the Statutory Auditor/ CA	
6.	Declaration of non-blacklisting	
7.	Power of attorney by Bidder	
8.	Work Experience details and Self-certifications, as Applicable	



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Annexure 3 – Pre- Qualification Bid Covering Letter

Date: dd / mm / yyyy

To,

Executive Officer,
Nagar Parishad Hajipur,
Vaishali, Bihar

Subject: Request for Proposal for Selection of Agency for Cleaning, Desilting, Removal of Obstruction and Maintenance of Open and other Underground Drains in NPH Area

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

Dear Sir,

With reference to your "RFP for Selection of Agency for Cleaning, Desilting, Removal of Obstruction and Maintenance of Open and Underground Drains in NPH Area", 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 NPH 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 respective originals.

d) We agree to abide by our offer for a period of 180 days from the date of Submission of bid prescribed by NPH 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:

- To supply the machinery and commence services as stipulated in the RFP document
- To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
- 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



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binding contract between us.

- h) We understand that the NPH may cancel the bidding process at any time and that NPH is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i) 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 process or termination of the contract during the project, if selected to do so.

Incase of any clarifications please contact:____, email, contact no.____

Thanking you,

Yours sincerely,

(Signature of the Lead bidder) (Printed Name)

Designation

Seal Date: Place:

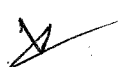
Business Address:



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Annexure 4 – Brief Company Profile

S No.	Particulars	Description
1.	Name of Bidder	
2.	Legal status of Bidder (company, Pvt. Ltd., NGO etc.)	
3.	Main business of the Bidder	
4.	Registered office address	
5.	InCouncil 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	



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Annexure 5 – Annual Turnover of last 3 years

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

Annual Turnover details (certified)			
S No.	FY- 2022- 2023	FY- 2023- 2024	FY- 2024- 2025

***Copy of audited financial statements or declaration from the appointed statutory auditor to be provided as proof of the financial turnover



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Annexure 6 – Declaration of Non-Blacklisting (To be provided on the Company letter head)

To,
Executive Officer,
Nagar Parishad Hajipur (NPH),
Vaishali, Bihar
Place

Date

Subject: Self Declaration of not been blacklisted in response to the Selection of Agency for Cleaning, Desilting, Removal of Obstruction and Maintenance of Open and other Underground Drains in NPH Area.

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

Dear Sir,

We confirm that our company or firm, _____, is currently not blacklisted 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)

Printed Name

Designation

Seal Date: Place:

Business Address:



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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)	
Details of Task Assigned <i>(N.B Only relevant activities as sought in the Criteria to be included)</i>	
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:



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Annexure 8 – Performance Bank Guarantee

Ref:

Date

Bank Guarantee No.

<Name>

<Designation>

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

<Email id>

Whereas, <<name of the supplier and address>> (hereinafter called “the supplier”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for

<<Name of the assignment>> to Nagar Parishad Hajipur (hereinafter called “the NPH”)

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 obligations in 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 give the 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 with the 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:

- Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- This bank guarantee shall be valid up to(<Insert Expiry Date>)
- 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



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Place

Signature

Witness

Printed name

(Bank's common seal)



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Annexure 9 –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 always be deemed to have been done by us.

Dated this the ____ day of ____ 2026 (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.

