

Request for Proposal for Chapra Municipal Corporation (CMC) which invites online proposals for Empanelment of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities of Skilled, Semi Skilled and Unskilled Manpower at Chapra Municipal Corporation



CHAPRA MUNICIPAL CORPORATION

Request for Proposal for Chapra Municipal Corporation (CMC) which invites online proposals for Empanelment of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities of Skilled, Semi Skilled and Unskilled Manpower at Chapra Municipal Corporation

TENDER

NIT NO: 07/2026-27

DATE: 02.06.2026

CHAPRA MUNICIPAL CORPORATION

Chapra (Saran), Bihar

E-Mail: ulbchapranagarnigam@gmail.com

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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.

Chapra Municipal Corporation (CMC) 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 <https://eproc2.bihar.gov.in/>.

The information provided in this RFP is 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 CMC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and CMC 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 CMC 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.


MUNICIPAL COMMISSIONER
CHAPRA MUNICIPAL CORPORATION

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NIT No: 07/2026-27

Date: 02.06.2026

**INVITATION FOR BIDS
TENDER**

Chapra Municipal Corporation invites online proposals for Empanelment of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities of Skilled, Semi Skilled and Unskilled Manpower at Chapra Municipal Corporation.

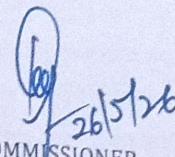
Details of schedule for the bid are given below:-

1	Designation and Address of Advertiser	Municipal Commissioner, Chapra Municipal Corporation, Chapra
2	Date of issue of Tender Notice	02.06.2026
3	Period of sale (downloading and uploading) of tender Bid Document	From 08.06.2026 (11:00 Hrs.) to 13.06.2026 (11:00 Hrs.) through https://eproc2.bihar.gov.in/
4	Date, time & place of pre-bid meeting	08.06.2026 at 15:00 Hrs. To 16:00 Hrs. at Municipal Commissioner Office, Municipal Chowk, Chapra (Saran), 841301
5	Last date and time of submission of hard copy of EMD (in original) along with copy of uploaded documents.	15.06.2026 at 15:00 hrs in the Office of the :- Municipal Commissioner, Chapra Municipal Corporation, Chapra
6	Date and time of opening of technical bid	15.06.2026 at 15:30 Hrs on https://eproc2.bihar.gov.in/
7	Date and time of opening of financial bid	To be informed later after the approval of technical bid.
8	Name of Work: "Empanelment of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities of Skilled, Semi Skilled and Unskilled Manpower at Chapra Municipal Corporation"	

CMC requires the services of reputed, well established and financially sound Manpower Service Provider to provide services of the following Manpower on contract basis

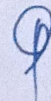
S.No.	Type of Manpower	No. of Manpower
1	Skilled Manpower	As per requirement
2	Semi Skilled Manpower	As per requirement
3	Unskilled Manpower	As per requirement

RFP document shall be available on website: <https://eproc2.bihar.gov.in/>
For Queries & Clarifications, send e-mail to: ulbchapranagarnigam@gmail.com


MUNICIPAL COMMISSIONER,
CHAPRA MUNICIPAL CORPORATION

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: <https://eproc2.bihar.gov.in/>
2. For support related to e-tendering process, bidders may contact at following address "Mjunction Services Limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna-800 014, Bihar, Toll Free Number: 1800 572 6571". Vendor may visit <https://eproc2.bihar.gov.in/>
3. Detailed N.I.T can be seen of website <https://eproc2.bihar.gov.in/>
4. CMC 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 used ID, Password and digital signature. This will enable them to access the website <https://eproc2.bihar.gov.in/> and download/participate in e-tender.
7. Those whose are not registered in e-tendering systems, they may contact "mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna-800 014, Bihar, Toll Free Number: 1800 572 6571" for registration.
8. CMC, Chapra 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 <https://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.
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, CMC 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, Financial bid etc., in the online standard formats given for respective tenders in e-Procurement website (<https://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 in hard copy also 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 bidder has to select the payment option as per e-proc 2.0 instructions.
21. For any queries regarding Tendering process, the bidders may contact at address as provided in the tender document(RFP).
22. Eligibility for vehicle driver as per required LMV/Heavy Driving Licence is essential for all Supplying manpower.
23. Eligibility for Pump Operating staff must be skilled for all Supplying manpower.
24. Classification of Skilled, Semi Skilled and Unskilled Manpower will be done as per latest Labor Department Guidelines of State Government of Bihar/Central Government.
25. Supplied manpower shall Work in supervision and guidance of CMC staff and duty discharge time will be as per the direction of CMC.
26. Dress code, safety materials will be decided by CMC and supplied to manpower by agency.
27. During discharge of duty any casualty will be at risk of Agency.
28. Labour Rate as per Government Notification about minimum rate of wages and any subsequent change from time to time.
29. All Statutory provision regarding Social Security Coverage like ESI & PF.
30. All other statutory provision regularly labour laws like payment to bonus etc. by the contractor.
31. Actual requirement will be communicated after finalization of tender and can be increased or decreased any time. Agency will have 1 week to comply with the changed requirements after written communication.



1. Introduction

Chhapra (Chapra) is a city and headquarters of the Saran district in the Indian state of Bihar. It is situated near the junction of the Ghaghara River and the Ganges River. Chhapra grew in importance as a river-based market in the 18th century when the Dutch, French, Portuguese, and English established saltpeter refineries in the area. It was recognized as a municipality in 1864. The city has major rail and road connections with the rest of India and a distance of few minutes from Uttar Pradesh by train. There is a well-known shakti peeth temple in Chhapra named Ambika Bhavani. Chhapra is located at 25.7848°N 84.7274°E. It has an average elevation of 36 metres (118 ft).

As per 2011 census, Chhapra Urban Agglomeration had a population of 2,02,352. Chapra Urban Agglomeration includes Chapra and Sandha (Census Town).. It had a sex ratio of 897. CMC is providing its services to the population of 2,02,352 civilians through its 45 Administrative Wards. Currently, the Administrative Structure of CMC is being headed by the Administrator-cum-Municipal Commissioner, Chapra Municipal Corporation else as a local self-government body CMC is constitutionally headed by The Mayor.

Chapra Municipal Corporation					
Name of ULB	Town Status	Name of District	Population (Census 2011)	Area in (sq km)	No. of Wards
Chapra	Municipal Corporation	Saran (Chapra)	2,02,352	16.96	45

1.1 SCOPE OF PROJECT

The Authority has decided to carry out the process for Empanelment of Agency for supply of Skilled, Semi Skilled and Unskilled Manpower to Chapra Municipal Corporation. The Agency shall perform the activities in accordance with the scope of work and other terms and condition as specified in this RFP.

1.2 Request for Proposals

The Authority invites proposals (the "Proposals") for Empanelment of Agency for supply of Skilled, Semi Skilled and Unskilled Workers/Manpower on outsourcing basis to Chapra Municipal Corporation 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.

1.3 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.

1.4 Sale of RFP Document

RFP document can be downloaded from the website of <https://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 mode only as per eproc2 guideline.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 120 days from the Proposal Due Date (the "PDD").

1.6 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 technical bids and financial bids to be submitted by the Applicant. For avoidance of doubt, the technical proposal shall be submitted in hard copy to the Authority Address and in soft copy online through e-procurement portal and the financial proposal shall be submitted only online through e-procurement portal. The selection will be done through LCS method (Least Cost Based Selection). In the first stage, a technical evaluation will be carried out as specified in this RFP. Based on this technical evaluation, a list of successful applicants shall be prepared. In the second stage, a financial evaluation will be carried out as specified. Proposals will finally be ranked according to their financial scores as lowest price bid will be declared L1 and then L2, L3 subsequently.

1.7 Schedule of Selection Process

The Authority would endeavor to adhere to the following schedule:

1	Designation and Address of Advertiser	Municipal Commissioner, Chapra Municipal Corporation, Chapra
2	Date of issue of Tender Notice	02.06.2026
3	Period of sale (downloading and uploading) of tender Bid Document	From 08.06.2026 (11:00 Hrs.) to 13.06.2026 (11:00 Hrs.) through https://eproc2.bihar.gov.in/
4	Date, time & place of pre-bid meeting	08.06.2026 at 15:00 Hrs. To 16:00 Hrs. at Municipal Commissioner Office, Municipal Chowk, Chapra (Saran), 841301
5	Last date and time of submission of hard copy of EMD (in original) along with copy of uploaded	15.06.2026 at 15:00 hrs in the Office of the :- Municipal Commissioner, Chapra Municipal

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	documents.	Corporation, Chapra
6	Date and time of opening of technical bid	13.06.2026 at 15:30 Hrs on https://eproc2.bihar.gov.in/
7	Date and time of opening of financial bid	To be informed later after the approval of technical bid.
8	Name of Work: "Empanelment of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities of Skilled, Semi Skilled and Unskilled Manpower at Chapra Municipal Corporation"	

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

Prospective Applicants may visit the Chapra Municipal Corporation Office and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified in Clause 1.10

1.9 Pre-Proposal Conference

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

Date and Time: As mentioned in details of schedule for the bid i.e., 05.06.2026 at 15:00 Hrs. To 16:00 Hrs.

Venue: Office of Municipal Commissioner Chapra, Chapra Municipal Corporation.

1.10 Official Contact for the proposal

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

Municipal Commissioner,
Chapra Municipal Corporation
Address: Chapra, Bihar
Email: ulbchapranagarnigam@gmail.com

1.11 The Official Website for submission of online Bid

is: <https://eproc2.bihar.gov.in/>

1.12 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) for Empanelment of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities of Skilled, Semi Skilled and Unskilled Manpower at Chapra Municipal Corporation.

2. Conditions of Eligibility of Applicants

- (i) 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 evaluation.
- (ii) The applicant can be a sole bidder or consortium/JV of Maximum Two (2) (Lead+1) partners.

(iii) To be eligible for evaluation of its Proposal, the Applicant shall fulfill the following:

A. Basic Eligibility criteria

- a. An entity registered under Indian Companies Act 1956 / 2013 or Limited Liability Partnership Act 2008 or equivalent law abroad / Institutions registered under Societies Act or Proprietorship firm.
- b. Valid PAN card and GST registration in India.
- c. Registered office in India which is operational for at least last three years preceding PDD.
- d. Character Certificate

Note: In case of JV/Consortium, following things are needed for all partners (**maximum 2**): Copy of MoU, Company Registration Certificate, PAN, GST Registration, ITR of last 2 years, Audited Report of last 3 years, Declaration of Non Blacklisting, Labour License, Character Certificate

B. Technical Eligibility

- a. The Agency shall have successfully completed at least three eligible assignments in last five years.
- b. The agency should have supplied minimum **100 plus contractual manpower** of similar kind during last 3 years (prior to the date floating the TENDER) out of which at least **50 manpower in Govt./Semi Govt. Sector/PSU and Urban Local Bodies all over India.**
- c. The agency must possess a valid registration with Labour Department/Labour Index number prior to the date of floating the tender. The Bidder has to attach copy of Registration with the technical Bid.
- d. Agency must have a valid Labor license for providing at least 50 Manpower in a single work order at a Government Organization/PSU and Urban Local Bodies all over India.
- e. The bidder / Tenderer should have a proper established office premises in Chapra having necessary infrastructure and sufficient manpower on its rolls so as to provide immediate, satisfactory and efficient services. In case the bidder does not have an established office in Chapra, then they should submit and undertaking that they will establish an office within 15 days once the work is awarded to them.
- f. The bidder or its Consortium partner (in case of consortium) should have on their wage rolls minimum 25 personnel as on date of the bid. Attach Certificate from Chartered accountant in this regard.
- g. The bidder must have a valid PF Registration, ESI registration, and GST Registration in India. The bidder should submit Copy of a valid Copy of these registrations in India.
- h. All Technical qualified bidders will be empanelled for providing Outsourced Manpower to Chapra Municipal Corporation and work will be awarded with respect to L1 rate decided in financial bid.



C. Financial Eligibility

a. The Technical Bid should be accompanied with Bid Cost (non-refundable) and Earnest Money Deposit (EMD) to be paid through online at website <http://www.eproc2.bihar.gov.in> or in case of Bank Guarantee (BG), EMD/bid security should be payable in the name of Municipal Commissioner, Chapra Municipal Corporation payable at Chapra valid till agreement period from the bid submission **failing which the tender shall be rejected outright.**

b. Average annual turnover of Rs. 1 crore in last 3 (three) Financial Years. (2024-25, 2023-2024, 2022-2023). The **last 3 years Audit Report**, countersigned by Chartered Account, should be attached.

Eligible Assignment: Experience of supply of unskilled manpower to any government body / quasi government body / publicly listed company with single contract value of at least Rs. 30 Lacs in last 3 years preceding PDD. Client Agreement as proof of contract value along with work order/completion certificate must be enclosed.

c. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by Municipal Corporation, Chapra in respect of the persons deployed and submitted the same to the prescribed authority in the second week of the succeeding month. As far as possible the payment will be released by the last week of the succeeding month.

d. The claims in bills regarding Employees State Insurance, Provident Fund, and GST etc. should be necessary accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Municipal Corporation, Chapra.

e. The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.

(iv) 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*

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

(vi) 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.

(vii) 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.

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

3. Conflict of Interest

(i) An Applicant shall not have a conflict of interest that may affect the Selection Process or the Work (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as per Discretion of CMC genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, 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.

(ii) The Authority requires that the Agency provides professional, objective, and impartial solution and at all times hold the Authority's interest's 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.

4. Number of Proposals

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

5. 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.

6. Site visit and verification of information

Applicants are encouraged to submit their respective proposals after visiting Chapra Municipal Corporation Office and collection of data and information required if any.

7. Acknowledgement by Applicant

- (1) It shall be deemed that by submitting the Proposal, the Applicant has:
- (a) made a complete and careful examination of the RFP;
 - (b) received all relevant information requested from the Authority;

(c) 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;

(d) 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;

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

(f) agreed to be bound by the undertaking provided by it under and in terms hereof.

(ii) The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

8. Right to reject any or all Proposals

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

(ii) Without prejudice to the generality of Clause 8(i), the Authority reserves the right to reject any Proposal if:

(a) at any time, a material misrepresentation is made or discovered, or

(b) 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.

9. 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 for Empanelment of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities of Skilled, Semi Skilled and Unskilled Manpower at Chapra Municipal Corporation"

i. The Authority shall endeavor to respond to the queries within the period specified therein. The Authority will post the reply to all such queries on the Official eProcurement Website (<https://eproc2.bihar.gov.in/>).

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

10. Amendment of RFP

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

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

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

11. PREPARATION AND SUBMISSION OF PROPOSAL

a. 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.

b. Format and signing of Proposal

(i) 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.

(ii) 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.

(iii) 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:

- (a) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (b) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; 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.

- (iv) 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.

c. Technical Proposal

- (i) Applicants shall submit the digitally signed technical proposal online at <https://eproc2.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 in this RFP.

- (ii) While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) The Bid Security is submitted as per the provisions laid down in this RFP.

- (b) 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;

- (i) Failure to comply with the requirements spelt out in this above Clauses shall make the Proposal liable to be rejected.

- (ii) 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.

- (iii) 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

d. Financial Proposal

- (i) The Financial Proposal shall be submitted online only and in the formats given at Appendix (the "Financial/Commercial Proposal") clearly indicating the total cost in both figures and words, in Indian Rupees, and signed by the Applicant's Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- (ii) While submitting the Financial Proposal, the Applicant shall ensure the following:
 - a) All the costs associated with the assignment for example PF, Gratuity, ESIC, Service charges etc. shall be included in the Financial Proposal. These shall normally cover overall cost for supply and services to CMC as per scope given in this RFP.
 - b) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - c) The Financial Proposal shall take into account all manpower, administrative expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under the Financial Proposal.
 - d) Costs shall be expressed in INR only.

e. Submission of Proposal

- (i) The Applicants shall submit the Technical Proposal online as well as in physical form as per date and time mentioned in this RFP. However, the Financial Proposal shall be submitted online only as mentioned. The applicants shall submit the Technical Proposal in hardbound or spiral bound form 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. In case the Proposals are submitted online and the Applicants are unable to submit the hard copy on or before the date and time mentioned then the Bids shall be liable for rejection. Only those physically submitted documents regarding Technical Proposals will be acceptable and considered, if, same are uploaded in the website along with the Financial Proposal.
- (ii) The Technical Proposal and Financial 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 and Financial Proposal must be numbered and initialed by the person or persons or Authorized Signatory signing the Proposal.



- (iii) 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 <https://eproc2.bihar.gov.in/> duly digitally signed. The financial Proposal shall be submitted online only.
- (iv) The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.
- (v) The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Agency under the Agreement.

f. Proposal Due Date

- (i) Proposal should be submitted on or before the Proposal Due Date specified in bid schedule at the address provided in Clause 1.10 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- (ii) The Authority may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause mentioned above uniformly for all Applicants.

g. 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.

h. Bid Security

- (i) The Applicant shall furnish as part of its Proposal, a bid security of Rs. 1,00,000 (Rupees One Lacs Only) (Refundable) to be paid through online at website <http://www.eproc2.bihar.gov.in> or in case of Bank Guarantee (BG), EMD/bid security should be payable in the name of Municipal Commissioner, Chapra Municipal Corporation payable at Chapra valid till agreement period from the bid submission. The copy of the proof of submission of bid security online is to be submitted in technical proposal.
- (ii) Bid Security (also known as Earnest Money Deposit) is to be obtained from the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department. Those bidders who are exempted from furnishing the EMD shall produce relevant documentary proof in this regard with an undertaking that their registration for exemption is valid and current.
- (iii) In the event that the first ranked Applicant commences the assignment as required the Authority shall return the Bid Security of all other applicant promptly. The Selected Applicant's Bid Security shall be returned, upon the Applicant signing the Agreement and submitting Performance

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

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

(v) 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 per discretion of CMC 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:

- (a) If an Applicant engages in any of the Prohibited Practices;
- (b) 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;
- (c) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments after its selection;
- (d) 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
- (e) If the Applicant is found to have a Conflict of Interest as specified in Clause given overleaf.
- (f) Non adherence of Labour laws/non-payment of wages/other labor dues on time/violation of any other law.

i. Performance Security

(i) 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:

- (a) If an Applicant engages in any of the Prohibited Practices;
- (b) if the Applicant is found to have a Conflict of Interest as specified overleaf; and
- (c) if the Selected Applicant commits a breach of the Agreement.
- (d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments after its selection,
- (e) Non adherence of Labour laws/non-payment of wages/other labor dues on time/violation of any other law.

(f) If the selected manpower service provider agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order.

(ii) An amount equal to 5,00,000/- (Rupees Five Lakhs only) in the form of BG 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.

12. EVALUATION PROCESS

a. Evaluation of Technical Proposals

(i) The Authority shall open the Proposals on the PDD. The envelopes marked "Technical Proposal" shall be opened first.

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

(a) the Technical Proposal is received in the form specified;

(b) it is received by the PDD including any extension thereof;

(c) it is signed, sealed, bound together in hard cover or spiral bound and marked as stipulated in this RFP;

(d) it is accompanied by the Power of Attorney;

(e) it contains all the information (complete in all respects) as requested in the RFP;

(f) it does not contain any condition; and

(g) it is not non-responsive in terms hereof.

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

(iv) The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified in this RFP and the criteria set out in this RFP.

b. Evaluation of Financial Proposals

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

Steps for Financial Bid Evaluation:

a) The quote for service charge shall be including the TDS applicable to the agency and a fair amount of return on the efforts and the agency shall be disqualified prima facie if the rates are found below the rate of TDS applicable to them.

b) Once L1 rates are finalized as per procedure defined in this RFP (LCS basis), L2, L3, L4, or other bidders shall be given the option to match L1 rates and get empanelled with CMC. Final decision for empaneling the agencies who qualify and agree to the terms will be of CMC.

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

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

c. Confidentiality

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

d. Clarifications

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

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

13. APPOINTMENT OF AGENCY

a. Negotiations

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

b. Indemnity



The Agency shall, subject to the provisions of the Agreement, indemnify the Authority, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in services by Agency appointed. The agency bears all the risk and mishappening taking place on the worksite including major accident or death if any and the agency indemnify the authority for the same.

In case, the Agency fails to comply with any liability under appropriate law, and as a result thereof, the Municipal Corporation, Chapra will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.

The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Municipal Corporation, Chapra will have no liability towards non-payment of remuneration to the persons employed by the Agency and the outstanding statutory dues of the Agency to statutory authorities. **If any loss or damage is caused to the Chapra Municipal Corporation by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.**

c. Award of Work

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 3 (three) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre-estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

d. Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicants, it shall execute the Agreement within 7 working days. The Selected Applicants shall not be entitled to seek any deviation in the Agreement.

Once the agreement is executed the authority will proceed to give work orders to the empanelled agency as per requirement. The quantum of work order will be the total discretion of authority and will be binding on the empanelled agencies.

e. Commencement of assignment

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



f. Proprietary data

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

14. FRAUD AND CORRUPT PRACTICES

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

B. 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.

C. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the 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;

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

(c) **"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;

(d) **"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

(e) **"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.

15. PRE-PROPOSAL/PRE-BID CONFERENCE

- (i) Pre-Proposal Conference of the Applicants shall be convened at the designated date, time and place. The queries shall be submitted to the Authority via email on the email address as specified in this RFP and within the stipulated time. A maximum of two representatives of each Applicant shall be allowed to participate on production of an authority letter from the Applicant.
- (ii) During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions as per the queries submitted for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

16. MISCELLANEOUS

- (i) The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- (ii) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (a) 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;
 - (b) consult with any Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
 - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

- (iii) 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.
- (iv) 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.
- (v) The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.
- (vi) The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.

17. Disqualification

- a) CMC may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has:
- b) Submitted the Proposal documents after the response deadline.
- c) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- d) 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.
- e) Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- f) Failed to provide clarifications related thereto, when sought.
- g) Declared ineligible by any Department or office of Government of Bihar for corrupt and fraudulent practices or blacklisted
- h) Submitted a proposal with price adjustment / variation provision.



General Conditions of Contract

1. Definitions

- 1.1.1 "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.
- 1.1.2 "Proposals" means proposals submitted by bidders in response to the RFP issued by CMC for "Empanelment of Agencies for providing manpower".
- 1.1.3 "Competent Authority" means the Municipal Commissioner, Chapra & Municipal Corporation, Chapra
- 1.1.4 "Committee" means the committee formed for the evaluation of the proposals.
- 1.1.5 "Contract Price" means the price payable to the agency on the panel of CMC under the Contract for the complete and proper performance of its contractual obligations.
- 1.1.6 "Agency" means any private or public entity, which will provide the services to CMC under the contract.
- 1.1.7 "Contract" means the Contract signed by the parties along with the entire documentation specified in the RFP
- 1.1.8 "Day" means Calendar day
- 1.1.9 "Effective date" means the date on which the contract comes into force and effect.
- 1.1.10 "GCC" means General Conditions of Contract, specified in this Section of RFP
- 1.1.11 "Government" means State Government.
- 1.1.12 "CMC" means Chapra Municipal Corporation, Chapra, Bihar.
- 1.1.13 "Personnel" means manpower provided by the agency.
- 1.1.14 "Services" means the work to be performed by the agency pursuant to the selection by CMC and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by CMC.
- 1.1.15 Authority/CMC/Company refers to Chapra Municipal Corporation whereas Agency/Service Providers/employer refers to the appointed agency for supply of manpower through this bidding process.

1.2 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 CMC shall be final and binding on the agency.



1.3 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. The agency shall always act in respect of any matter relating to this contract as faithful advisor to CMC. 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.

1.4 Payment Terms & Timeline

The selected agency will be required to install a biometric system of attendance at his own cost for all the manpower deployed by him and should take the daily attendance of the manpower provided atleast 3 times in a day. This attendance sheet should be daily attested by the reporting head as decided by the authority.

Payment shall be made promptly after submission of the bill by the agency, subject to the fulfilment of the following requirements:

1.4.1 Certificate from the authorized person on behalf of the Company/Department the presence of the manpower provided by the agency and satisfactory work.

1.4.2 The agency shall have to submit along with the bill, the copy of the biometric attendance details, attendance register and salary register for having made payment to the manpower provided, necessary copies of the challans for having made payments of the statutory deductions like P.F. Professional Tax, ESIC contribution, Service Tax etc. in respect of the previous month's payment/bill claimed. The labour payment complying with the existing minimum wages as fixed by state govt. along with PF and other payables should be directly credited to the bank account of the employee. In case of PF, the employee as well as employer contribution both should be paid by agency.

1.4.3 If such copies have not been submitted, then the reimbursement/ payment of bill will not be made by CMC.

1.4.4 However, the agency will have to make payment to the manpower provided within 10 days from the end of the month irrespective of the pending payment from CMC. CMC expects strict compliance of the laws of the land from the agency.

1.4.5 The agency shall have to issue proper salary voucher at the time of making payments to the manpower provided mentioning the salary along with the deductions made.

1.4.6 The agency will raise the necessary bill after making payment to the manpower provided and payment of statutory deductions like EFP, ESIC etc. in respect of previous month.

1.4.7 Income Tax and other taxes, if applicable will be deducted from the bill.

1.4.8 The rate contract shall be given subject to compliance by the agency of all the laws of the land, including renewal of registration of its license under applicable Act, Contract labour Act etc. and other applicable laws.



1.4.9 If the agency expects the amount of the bill by demand draft, the payment will be made after deducting the bank commission.

1.4.10 If any violation is found in the payment process than CMC at its discretion may penalize the agency by making appropriate deduction as decided by CMC in the bill payable to the agency.

1.5 Rates

Prices payable to the service provider as stated in the Contract shall remain constant and fixed during the Contract period i.e., one year.

Information about the rates for providing Manpower shall be provided as per Annexure given in this RFP for financial proposal and if any correction is made, initial shall be put after the correction is made. The rates quoted should not be less than minimum wages prescribed by the Govt. for the category of the staff. The changes in the minimum wages as per Minimum Wage Act shall be submitted to CMC by the agency from time to time along with an attested copy of the latest circular of Labour Commissioner, Bihar regarding Minimum wages & D.A.

1.6 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.

1.7 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 English Language.

1.8 Sub Contracts

No Sub Contracting shall be allowed for this project.

1.9 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 CMC's prior written consent.

1.10 Performance Assessment

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

1.10.2 CMC shall carry out monthly review meeting in which the manpower provided by agencies, compliances like PF, ESI and other statutory dues shall be reviewed and the agencies not complying with the tender terms shall be appropriately treated.



1.11 Suspension

CMC 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:

1.11.1 Shall specify the nature of failure

1.11.2 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

1.12 Force Majeure

1.12.1 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.

1.12.2 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 CMC regarding Force Majeure shall be final and binding on the agency.

1.12.3 If a Force Majeure situation arises, the agency shall promptly notify to CMC in writing, of such conditions and the cause thereof. Unless otherwise directed by CMC 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.

1.13 Termination

1.13.1 Termination for Default

The CMC 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:

a) 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 CMC pursuant or

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

c) The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for action termination of the Agreement.

d) If the service provider, in the judgment of the CMC 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;"

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

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

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

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

1.13.5 Terminations for Insolvency

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

1.13.6 Termination for Convenience

CMC 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 CMC'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 is complete and ready for rendering within 30 days after the service provider's receipt of notice of termination shall be accepted by the CMC at the Contract terms and prices. For the remaining services, the CMC may elect:

a) To have any portion completed and delivered at the Contract terms and prices; and/or

b) To cancel the remainder and pay to the service provider an agreed amount for partially completed services and for services previously delivered by the service provider. This will be subject to assessment and verification by CMC.

c) No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representative of both parties.

d) The contract shall be given subject to compliance by agency of all the laws of the land, including renewal of registration of its license under Shop & Establishment Act, Contract labour Act etc. and other applicable laws.

1.13.6 Termination by self



In case an agency due to some unavoidable circumstances is unable to continue further with the work, it needs to serve a 60 days' notice in advance to the authority. The Authority in this case is free to decide the further course of action pertaining to relieving the agency.

1.14 Taxes and Duties

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

1.15 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.

1.16 Legal Jurisdiction

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

1.17 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.

1.18 Contract Period

The contract will be initially for a period of 1 (One) year with the provision for extension on year basis (Only one year at a time) on the same terms and conditions, subject to satisfactory performance of the contract as decided by Chapra Municipal Corporation. The agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.

①

SPECIAL CONDITION OF CONTRACT

1.19 TERMS OF REFERENCE

1.19.1 The agency shall provide manpower as per the requirement of CMC/Govt. organizations as and when required & informed by CMC.

1.19.2 The Contract shall be given subject to compliance by Agency of all the laws of the land, including renewal of registration of its license under Shop & Establishment Act or Contract Labour Act etc. and other applicable laws.

1.19.3 The staff deployed by the Agency needs to take all the direction from CMC regarding nature of job and place of work, which may vary as per discretion of CMC.

1.19.4 The agency will be responsible for all the safety and precaution of manpower at the work site. The agency will indemnify the CMC for any accidents or mishappening at the work site.

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

1.19.6 Deduction from salary of the employee (like EPF, ESI, S.T., P.T. etc.) by the agency and contribution of agency should be detailed and report should be made available to CMC on monthly basis.

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

1.19.8 The agency shall deploy adequate manpower to carry out the work assigned to them as per the requirement of the Authority. The agency shall provide manpower, as per the understanding between the Authority and the agency. The wages & other payables will be paid on monthly basis.

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

1.19.10 There shall not be any privities of contract between employees engaged by the agency and the Company. The agency only shall be responsible for the employment, non-employment or terms of employment as far as employees engaged by him are concerned.

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



1.19.12 Agency shall be responsible to comply with the provisions of various Labour Acts like Employees Provident Fund, Payment of wages Act/ Contract Labour (R &A) Act./ Bonus Act./ Minimum wages Act etc. and the rules framed there under. Agency would do necessary deduction of PF/ESI Contribution/IT etc. from the concerned employee's wages. In case of PF/ESI Contribution the agency will bear expenses of both the employee as well as of the employer.

1.19.13 If the Authority finds that any of their person/persons employed by the agencies are undesirable, immediate steps shall have to be taken by the agency to withdraw such person/persons and to replace with other person/persons as acceptable to the Authority.

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

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

1.19.16 Any dispute and / or difference arising out of the work concerning this contract shall be referred to the Municipal Commissioner of the CMC and his decision shall be final and binding on the agency.

1.19.17 The agency shall pay wages to the persons employed by it. The wages of every person employed to perform duties under this contract shall be paid by the agency before the expiry of 10 days from the last day of the month in respect of which wages are payable (i.e. wages and all other dues of a month have to be paid by him within 10 days of the next month). The agency shall have capital reserves of 2 months wages of hired manpower and they should pay the manpower on the due timeline as mentioned above even if they don't receive payment by the Authority timely.

1.19.18 Notwithstanding anything contained herein above CMC may in its sole discretion terminate the contract given under this Tender without assigning any reasons whatsoever. In such eventualities 15 days notice shall be sufficient and the agency shall have no right to get any compensation.

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

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

1.19.21 Agency will also take necessary steps to prevent occurrences of pilferage/thefts.

1.19.22 In case, the staff provided by agency whose work and conduct is found unsatisfactory, shall be replaced immediately at no cost to the company. Manpower provided should be rotated quarterly if required and as & when needed after approval of CMC.

1.19.23 If services are found unsatisfactory, the contract shall be terminated by giving 15 days notice period by Authority.

1.1.924 The service provider shall ensure proper conduct of his person in office premises and work site, and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work.

1.19.25 The agency will maintain an attendance register and biometric record, atleast 3 times in a day, in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates. The Authority can also install their own biometric machines upon which the hired manpower has to give attendance atleast 3 times in a day for reverification of the attendance of hired manpower.

1.19.26 All the agencies shall submit to CMC, a list of manpower supplied to any office and any addition to that under this contract at the end of every month.

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

1.19.28 The person to be deployed by the Service provider Agency shall work under the control of Chapra Municipal Corporation. He may be assigned to any work decided by the CMC as and when required. If any of the manpower deployed by the service providing agency will disobey to carry out such order of the CMC; his/her service shall be withdrawn immediately and sent back to the Service Provider Agency. In such a case the Service Provider Agency shall provide a substitute manpower immediately otherwise penalty @Rs200/- per person per day shall be imposed till deployment of a substitute.

1.19.29 The Service Provider Agency has to provide uniform dress, all required safety gears, badges, shoes, batons and Photo identity Cards to all the staff deployed by him/her for carrying out work. These Identity Cards are to be constantly displayed by the support staff and loss of Identity Cards to be reported immediately.

1.19.30 The Service Provider Agency shall nominate a coordinator who shall be responsible for regular liaison with the Headquarters of CMC to look into the affairs of the person deployed without any disruption.

1.19.31 The transportation, food, medical and other statutory requirements in respect of each personnel of the Service Provider Agency shall be the responsibility of the Service Provider.

1.19.32 For all intents and purposes, the Service Provider Agency shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider Agency shall not have any claim whatsoever like employer and employee relationship with the CMC. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider Agency shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

1.19.33 The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider Agency.

1.19.34 The Service Provider Agency is supposed to make expenditure for sponsoring the manpower to the CMC. Such expenditure may include amount spent on making phone calls, dispatching letters, travelling to different offices / places, supervision of manpower, submission of reports and returns to statutory authorities, photocopying of documents, office expenses, contingencies etc. Besides, Service providing agency is supposed to pay take home remuneration to outsourced manpower and other statutory dues, to be reimbursed subsequently by CMC. CMC reserves the right to reject the quotations of Service Provider Agencies quoting abnormally low and unworkable rates. In case tenderer has not quoted uniform rate for all types of manpower the tender shall be rejected.

1.19.35 The nature of work delegated will be the sole decision of Authority and service provider will not have any say in this regard. The agency will have to deploy manpower as per requirement and instruction of the Authority.

1.19.36 The agency needs to provide the manpower to the Authority on 24 hour basis every day. The Agency will provide manpower in one shift/two shifts as per requirement of CMC. The working hours for the supplied personal will be as per the government of Bihar guidelines. However if any assignment requires more time then the personnel shall have to be present accordingly and will not be paid any extra charges for additional hours or overtime.

1.19.37 The personnel shall be deployed on daily basis as per work requirement. In case a deputed staff is unable to appear, the Agency must immediately provide a replacement and take approval of CMC, there should be no absenteeism. Authority will deduct appropriate amount from the monthly payment on account of absenteeism.

1.19.38 The Agency shall provide manpower without fail for all 365 days in a year who shall work in gazetted holidays/Sundays/special occasions/VIP visits as well. The Agency shall ensure this by rotating their manpower through a roaster so that labour laws are also followed. The Agency shall not be paid or reimbursed by the CMC for any overtime work done by his staff.

1.19.39 The Selected Agency shall provide list of manpower for deployment in Municipal Corporation, Chapra containing full details i.e. Date of Birth, Marital Status, Address, Contact Number, Educational Qualification, police verification certificate etc with Photographs and any other documents considered relevant.

1.19.40 The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.

1.20 Penalty:

The agency shall be liable to pay penalty for breach of any conditions of the Contract/ Tender terms & conditions. The Penalty amount shall be decided by the Municipal Commissioner, CMC and shall be binding to the agency. The penalty amount shall be recovered from the Tenderer from the pending amount of the Bills/ security deposit.

The penalty/penalties may be because of the following inclusive list: -



1.20.1 The agency is not responding to an inquiry or work order to deploy manpower.

1.20.2 The agency unduly delays in deploying required manpower without any sufficient reason being given.

1.20.3 The agency is not in compliance of the labour laws.

1.20.4 There are complaints about an agency from reporting heads and the agency is not responding adequately.

1.20.5 There are complaints of fraud, malpractices and the agency is not complying to the explanations asked.

1.20.6 There are complaints from the employees of less amount paid than required or of any other such malpractices.

The penalty may also lead to termination of contract if the agency is found unsatisfactory and will not be limited to termination but may include legal action against them.

1.21 Nature and Profile of Job Assignments

Listed below are descriptions of the some of the job assignments for manpower that CMC seeks to recruit as per requirements:

- Public Cleansing: manpower is dispatched to specific areas of operations where they will conduct public cleansing activities (e.g. street sweeping, litter picking).
- Waste Collection: manpower is assigned to a waste collection vehicle to assist with the activities of waste bin collection. More specifically, they assist in moving the bins to the unloading position, clean the area around the bin and return the emptied bin to its original position.
- Collection Points: manpower is assigned to a geo-location or to a specialised vehicle to assist in the collection of recyclable materials/any other material. This can be old corrugated containers (OCC), furniture, white goods or others as per the operational requirements
- Material Recovery: manpower is assigned to activities related to the recovery of recyclable materials from municipal waste inside the Material Recovery Facility
- Recycling Facility: manpower is assigned to a specific area of the facility which might be the input area, output area, dismantling, preparation of materials for processing, cleaning and storing finished products.
- Day to day office works: Works like office assistant, delivering letter/parcel to other department or person, site security etc.
- Assistance in door to door waste collection/Transportation/Processing site/Compost site/Landfill site etc.
- Cleaning of drains and other sites. Road sweeping, Clearing dead animals carcass and clearing any other waste as directed.

CMC can also have the requirement to recruit following manpower which shall be provided by the Agency immediately and latest by 7 days as mentioned in department letter, issued by Urban

Development and Housing Department, 01/स्था0 (विविध) - 16/2018 3453 / ज0वि0एवं आ0वि0 dated 29.06.2018:

- Ward Secretaries: As per requirement
- Multitasking staff: As per requirement. They should be skilled in several areas related to works in Municipal Corporation and should handle various tasks and responsibilities at once saving time and resources.
- Social Development Associate: As per requirement
- System Analyst – cum – Computer Programmer: As per requirement
- System Assistant: As per requirement
- Aadeshpal/Security Guards: As per requirement
- Plumber: As per requirement
- Door to Door waste collection labours, Road Sweepers, Drain cleaning labors: As per requirement
- Drivers: As per requirement. Drivers are required for driving the vehicles as present in Municipal Corporation, Chapra like Backhoe Loader, Skid Steer Loader, Bobcut, Hywa, Tractor, Tipper, Compactor Machine, Fogging Machines, Water Tankers etc
- Pump Operators: As per requirement.
- Amin: As per requirement.

Note:

1. The Authority can also recruit other manpower as mentioned in Office Circular Number 05 जं 0 / (विविध) - 24 /2014 - 2503/ ज0वि0एवं आ0वि0 dated 03.05.2018 with due process which is allowed by the Competent Authority or Municipal Corporation, Chapra. For all intents and purposes, the Service Provider Agency shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider or Agency shall not have any claim whatsoever like employer and employee relationship with the CMC.
2. all recruited manpower can be assigned to any job at any time and to any location as per the operational needs of CMC.

Apart from this, CMC can require the services of skilled/semi skilled/unskilled manpower which the Selected Manpower Service Provider has to provide on contract basis

S.No.	Type of Manpower	No. of Manpower
1	Skilled Manpower	As per requirement
2	Semi Skilled Manpower	As per requirement
3	Unskilled Manpower	As per requirement

1.22 Candidate Selection Criteria

Selected candidates should match the following criteria. These criteria are required to meet the high physical demands of the Job:

- Age between 21 to 45 years' old

- Previous experience in a physically demanding Job for a minimum of one (1) year
 - Ability to read and understand Hindi/Local language and able to communicate in any one language
 - Excellent physical health with no pre-existing chronic medical conditions.
- General examples of chronic medical conditions are:

- Asthma
- Obstructive lung disease
- Chronic kidney disease
- Chronic heart conditions
- Diabetes
- Arthritis
- Hypertension

1.23 Schedule of requirements

Upon award of the contract, the successful bidder, referred as outsourcing service provider, shall provide the following services in Chapra Municipal Corporation and deploy resources as per the requirements of CMC.

- a) The outsourcing Service Provider has to ensure the verification of the antecedents of deployed manpower from their Ex-employer and police verification conducted from local Police Station.
- b) The Outsourcing Service Provider shall supply a copy of confirmation from their employees regarding acceptance of employment at agreed wages in advance.
- c) The Outsourced manpower provided shall be under the direct control and supervision of the Outsourcing Service Provider. However they shall comply with the oral and written instructions given to them on day to day basis, by the officer(s) authorized by Chapra Municipal Corporation from time to time. They will be bound by office timings, duty, placement, locations etc. as decided by Chapra Municipal Corporation.
- d) Chapra Municipal Corporation shall have the right to increase or decrease the number of outsourced manpower to be hired as per administrative requirements in future.
- e) The Outsourcing Service Provider shall be responsible for the discipline and conduct of the outsourced manpower sponsored by them and in case the outsourced manpower lacks in discipline and their quality of work deteriorates during the course of their service, the Outsourcing Service Provider shall provide replacement services of suitable outsourced manpower.
- f) Chapra Municipal Corporation shall not undertake any monetary liability other than the agreed contract value payable to the Outsourcing Service Provider. If Chapra Municipal Corporation is required to bear any liability other than the contract value, Chapra Municipal Corporation will recover such amount immediately from the following payment due to the Outsourcing Service Provider or from performance security as the case may be.
- g) In case employees of the Outsourcing Service Provider do not attend the work at any time for whatever reason, the Outsourcing Service Provider shall make alternate arrangements at no extra cost to Chapra Municipal Corporation, so that the daily work of the Chapra Municipal Corporation does not suffer. If no such alternate arrangements are made,

proportional deductions shall be made out of the contracted amount. The Chapra Municipal Corporation shall also be free to make alternate arrangements, the cost of which shall be recovered from the Outsourcing Service Provider.

- h) The Outsourcing Service Provider shall make their own arrangement for commuting the outsourced manpower requisitioned, to the Chapra Municipal Corporation office, wherever located in the areas of Chapra and back.
- i) The Outsourcing Service Provider will be responsible for compliance of all the applicable laws and obligations for the satisfactory performance of the contract.
- j) Any liability arising under Municipal, State or central Government laws and regulations will be the sole responsibility of the Outsourcing Service Provider and Chapra Municipal Corporation shall not be responsible for any such liability.
- k) The Outsourcing Service Provider shall comply with all the rules and regulation regarding safety and security of its employees and Chapra Municipal Corporation will in no way be responsible in any manner in case of any mishap due to non-compliance of such rules and regulations by the Outsourcing Service Provider.
- l) The Outsourcing Service Provider shall not sub-contract the services covered in this contract.
- m) Any loss, theft or damage to the life and / or property of the employees of the Chapra Municipal Corporation and /or property of Chapra Municipal Corporation shall be compensated by the Outsourcing Service Provider if the cost of such loss, theft or damage is on account of fault, negligence and / or lapse of the employees of the Outsourcing Service Provider.
- n) The Outsourcing Service Provider shall be responsible for providing amenities as required to be provided under the provisions of contract labour (regulation and abolition) Act 1970. In case of failure of Outsourcing Service Provider to provide such amenities, Chapra Municipal Corporation shall be free to provide the same and Chapra Municipal Corporation shall have right to recover all expenses incurred in providing such amenities from the outsourcing service provider by deduction from the performance security of the service provider.
- o) The Outsourcing Service Provider shall comply with all Acts, Laws and Statutory rules , regulations, Bye-laws etc., as applicable or which might become applicable to Bihar with regard to performance of the work included herein or touching upon this contract including but not limited to Minimum Wages Act 1948, ESI Act 1948, Provident Funds and Miscellaneous Provisions Act 1952, Workmen's Compensation Act, Payment Of Bonus Act, and take such steps as may be deemed necessary in this regard from time to time.
- p) The Outsourcing Service Provider shall be responsible for payment of Provident Fund and other payment due to their employees deployed at Chapra Municipal Corporation.
- q) There will be no enhancement of contract value during the contract period.
- r) It will be the sole liability of the Outsourcing Service Provider to ensure the timely calculation and payment of wages, Provident fund, ESI, etc., to its employees as applicable under the relevant rules.



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 courts at Chapra, and their decision would be final and binding to all parties.

In case CMC chooses to award the contract to an eligible bidder through this tender process, and its subjected to a third party litigation, CMC would be free to proceed the contract award and works process. If the litigation is in favour of the third party resulting in termination of awarded contract and TENDERing process, CMC would pay out the existing Contractor to the tune of work completed upon submission of sufficient proof of material supplied and other expenses incurred.



ANNEXURES

1. Annexure 1 – Formats for Submission of the Pre-Qualification Bid

Pre-qualification bid checklist

SI#	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 Incorporation/Registration Certificate• Memorandum of Association• Article of Association• PAN Card• GST Registration• Income Tax return of last 3 years	
5.	Audited financial statements for the last three financial years (FY 2024-25, 2023-24, 2022-23) AND Certificate from the Statutory Auditor/ CA	
6.	Declaration of non-blacklisting	
7.	Power of attorney by Bidder	
8.	Work Experience details (Atleast 1 year experience in providing Manpower to Governemnt Departments/ PSUs and ULBs in India, etc) Self-Certifications, as Applicable	
9.	Labour License	
10.	EPFO Registration, ESI Registration	
11.	In case of Joint Venture/Consortium, following things are needed for all partners (maximum 2): Copy of MoU, Company Registration Certificate, PAN, GST Registration, ITR of last 2 years, Audited Report of last 3 years, Declaration of Non Blacklisting, Labour License, Character Certificate	

Note : All Technical qualified bidders will be empanelled for providing Outsourced Manpower to Chapra Municipal Corporation and work will be awarded with respect to L1 rate decided in financial bid.

2. Pre-Qualification Bid Covering Letter

Date: dd / mm / yyyy

To,
Municipal Commissioner,
Chapra Municipal Corporation,
Chapra, Bihar

Subject: Request for Proposal for Empanelment of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities of Skilled, Semi Skilled and Unskilled Manpower at Chapra Municipal Corporation.

Ref: NIT No. <<.....>> dated <<>>

Dear Sir,

With reference to your "Empanelment of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities of Skilled, Semi Skilled and Unskilled Manpower at Chapra Municipal Corporation", 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 CMC 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 [] 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 CMC 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 read and understood all terms and conditions and undertake to abide by them.
- f) In the event of acceptance of our bid, we do hereby undertake:
 - i. To supply the products and commence services as stipulated in the RFP document



- ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
- iii. We affirm that the prices quoted are inclusive of design, delivery and discounts etc.

- g) We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- h) We understand that the CMC may cancel the bidding process at any time and that CMC 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

In case 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:

3. Brief Company Profile



Request for Proposal for Chapra Municipal Corporation (CMC) which invites online proposals for Empanelment of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities of Skilled, Semi Skilled and Unskilled Manpower at Chapra Municipal Corporation

S No.	Particulars	Description
1.	Name of Bidder (Lead Bidder)	
2.	Legal status of Bidder (company, Pvt. Ltd., LLP etc.)	
3.	Name of Proprietor/Partner/Director	
3.	Main business of the Bidder	
4.	Registered office address with Telephone, Email	
5.	Operating/Branch Office Address with Telephone, Email	
5.	Incorporation date and number	
6.	GST No	
7.	PAN details	
8.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
9.	Secondary Contact Person/Authorized Person (Name, Designation, address, mobile number, fax, email)	
10.	EMD details	

4. Financial Turnover of last 3 years (Atleast 1 crore/financial year)

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

5. Declaration of Non-Blacklisting (To be provided on the Company letter head)

To,
Municipal Commissioner,
Chapra Municipal Corporation (CMC),
Chapra, Bihar, India

Place

Date

Subject: Self Declaration of not been blacklisted in response to the Request for Proposal Empanelment of Agencies for Providing Outsourced Manpower of Skilled, Semi Skilled and Unskilled Manpower at Chapra Municipal Corporation.

Ref: NIT 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:

6. 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)		
Manpower Services Provided	Type of Manpower Provided	
	No.	
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:



7. Formats for Submission of the Financial Bid

Total Price Summary

Sl. No.	Item	UNIT	Rate
A	Cost of supply of manpower including providing of uniform and ID cards per person per month.	1 NUMBER	As per approved labour rate of Bihar Govt and any subsequent changes from time to time shall be payable to the bidder.
B	Overhead Charges including all expenses like Administrative, Statutory/Taxation Liabilities, Miscellaneous etc. (Per Month) **	in %% (in figure) Percentage In Words
C	All other Applicable taxes as per Gol/State Taxes at the time of billing	in %	As Per Applicable

Date:

Signature of Authorized Person:

Place:

Full Name:

Seal:

** Note:

(a) For the purpose of deciding lowest Bidder (L1), Only Sr. No. B would be considered. Sr. No. A and C is fixed for all bidders.

(b) Bidder should quote service charges in Sr. No - B as per guidelines mentioned in बिहार सरकार वित्त विभाग के संकल्प ज्ञापक-एम्-06/2023 2968 /वि० पटना, दिनांक-23.03.2023 (आउटसोर्सिंग के माध्यम से मानवबल की सेवा प्राप्त करने हेतु सेवा शुल्क न्यूनतम 3.85 प्रतिशत (3 प्रतिशत लाभ और 0.85 प्रतिशत संयवहार शुल्क के रूप में) तथा अधिकतम 7 प्रतिशत (संयवहार शुल्क सहित)

1. The next month payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower and the statutory dues deposit certificate from the ESI/EPF Authority on deposit of Statutory fees
2. Rest all the other terms and condition remains unchanged.
3. Tender documents can be downloaded from the e-tendering website -<http://www.eproc2.bihar.gov.in>
4. For more details, contact Municipal Commissioner, Chapra Municipal Corporation Chapra, Bihar through mail at ulbchaoranagar@gmail.com

8. Performance Bank Guarantee

Ref:

Date : dd/mm/yyyy

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 Chapra Municipal Corporation (hereinafter called "the CMC")

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:

- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to (<Insert Expiry Date>)
- III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before (<Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date

Place

Signature

Witness

Printed name

(Bank's common seal)



9. Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas <<Name of the bidder>> (hereinafter called 'the supplier') has submitted the bid for Submission of NIT <<NIT Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<CMC>> .

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

Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the CMC during the period of validity of bid
 - (a) Withdraws his participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

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

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



NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

(Authorized Signatory of the Bank)

Seal:

Date:



10. 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.