

URBAN DEVELOPMENT AND HOUSING DEPARTMENT



**GOVT. OF BIHAR
NAGAR NIGAM BETTIAH**



REQUEST FOR PROPOSAL

FOR

**EMPANELMENT OF AGENCIES FOR
REPAIR/CONSTRUCTION OF MANHOLE AND OTHER
EMERGENT NATURE WORK IN THE NAGAR NIGAM, BETTIAH**

NIT NO: 03/RFP/2026-27

MUNICIPAL CORPORATION
BETTIAH, NEAR- SDO OFFICE
EMAIL
nagarnigambth21@gmail.com

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 three (3) days from the date of notification of RFP /Issue of the RFP documents, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.

NAGAR NIGAM, BETTIAH reserves the right to modify, amend or supplement this RFP document including all formats and Annexure. Any such change would be communicated to the applicants by posting it on the website www.eproc2.bihar.gov.in.

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

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way 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 authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and authority 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 authority 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.

SD/-
MUNICIPAL COMMISSIONER
NAGAR NIGAM, BETTIAH

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NAGAR NIGAM, BETTIAH

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Invitation for Bids

Short Tender

NIT NO: 03/RFP/2026-27

Date: 03.06.2026

NAGAR NIGAM, BETTIAH invites online proposals for EMPANELMENT OF AGENCIES FOR REPAIR/CONSTRUCTION OF
MANHOLE AND OTHER EMERGENT NATURE WORK IN THE NAGAR NIGAM, BETTIAH

Details of schedule for the bid are given below: -

Sl. #	Activity	Timeline & Address
1	Start of bid/ downloading of RFP document	From 11.06.2026 (03:00 Hrs.) (www.eproc2.bihar.gov.in)
2	Date and place for Pre-bid	15.06.2026 (16:00 Hrs.) At Office of the MUNICIPAL COMMISSIONER, NAGAR NIGAM, BETTIAH
3	Last date of Online Bid Submission	19.06.2026 (www.eproc2.bihar.gov.in) Till 16.00 Hrs.
4	Opening of Technical Bids:	20.06.2026 at 16:00 Hrs.
5	Bid processing fee	Tender Fee Rs 5,000 (Non Refundable) to be paid through online at (www.eproc2.bihar.gov.in)
6	EMD	Rs 1,00,000 (Rupees one lakhs only) (Refundable) to be paid through online at website www.eproc2.bihar.gov.in or In case of Bank Guarantee (BG), EMD should be payable in name of MUNICIPAL COMMISSIONER NAGAR NIGAM, BETTIAH

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

For Queries & Clarifications, send e-mail to: nagarnigambth21@gmail.com


03/06/26
MUNICIPAL COMMISSIONER
NAGAR NIGAM, BETTIAH

2 Instructions for Online Bid Submission

1. The RFP document containing the project profile, invitation for qualification and criteria for evaluation may be obtained from the website: www.eproc2.bihar.gov.in
2. For support related to e-tendering process, bidders may contact at following address "e-Procurement HELP DESK Toll Free Number: 1800 572 6571 Email Id: eproc2support@bihar.gov.in, eProc 2.0 Help Desk Address: mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar".
3. Detailed N.I.T can be seen of website www.eproc2.bihar.gov.in .
4. Nagar Nigam, Bettiah will not be responsible, in case of any delay, due to any reason whatsoever, in receipt of Bid Documents by the Bidders.
5. The authority (Nagar Nigam, Bettiah) 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 agency shall have to get themselves registered to get used ID, Password and digital signature. This will enable them to access the website www.eproc2.bihar.gov.in and download/participate in e-tender.
7. Those whose are not registered in e-tendering systems, they may contact ""e- Procurement HELP DESK Toll Free Number: 1800 572 6571 Email Id: eproc2support@bihar.gov.in, eProc 2.0 Help Desk Address: mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar". Vendor may visit www.eproc2.bihar.gov.in." for registration.
8. Nagar Nigam, Bettiah intends to undertake a competitive bidding process in order to shortlist and qualify suitable Bidders, who shall be eligible for empanelment in terms of the RFP for the project.
9. The detail of the bidding process and summary of the scope of 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. 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

12. Before submission. The bidders should satisfy themselves of download ability/ visibility of the scanned & uploaded file by them.
13. 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.
14. In exceptional circumstances, the competent authority, may solicit the Bidder's consent to an extension of the period of validity.
15. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
16. The bidders shall submit their eligibility and qualification details, Technical bid etc., in the online standard formats given for respective tenders in e-Procurement website (www.eproc2.bihar.gov.in) at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate, /documents in the e-Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness /authenticity.
17. Corrigendum/ Addendum, if any, will be published on the website (www.eproc2.bihar.gov.in) only.
18. In case of Bank Guarantee and affidavit (if any), bidders shall submit original bank guarantee and original affidavit before the opening of financial bid as per the direction of authority and same should tally with the uploaded document that have been uploaded by bidders at eproc2 website. If any bidders does not submit original bank guarantee and original affidavit before the opening of financial bid as per the direction of authority or it not tally with the uploaded document, there bid will be rejected.
19. A bid processing fee of 590 (Non-Refundable) and Tender document/RFP fee of 5,000 to be paid only through e-Payment modes i.e. Internet Payment Gateway (Master or Visa Card) /Internet Banking/NEFT or RTGS towards charges for online processing charges of BELTRON.
20. For any queries regarding Tendering process, the bidders may contact at address as provided in the tender document.

3. Objective of project

Nagar Nigam, Bettiah wants to empanel a list of Contractor/agencies who can take up the Construction & repair work of Manholes/Catchpits and other emergent nature work in NAGAR NIGAM, BETTIAH at short notice. The empanelment will be valid for 01 Year. Post this RFP for empanelment, only financial bids will be invited by Nagar Nigam, Bettiah for above mentioned work in NAGAR NIGAM, BETTIAH.

**EMPANELMENT OF AGENCIES FOR REPAIR/CONSTRUCTION OF MANHOLE AND OTHER EMERGENT NATURE WORK IN THE
NAGAR NIGAM, BETTIAH**

Request for Proposals

The Authority invites online proposals (the "Proposals") for EMPANELMENT OF AGENCIES FOR REPAIR/CONSTRUCTION OF MANHOLE AND OTHER EMERGENT NATURE WORK IN THE URBAN DEVELOPMENT DIVISION OF NAGAR NIGAM, BETTIAH. Area in conformity with the scope of work and other terms and condition as specified in this RFP. The Authority intends to select the Contractor/agency through an open competitive bidding process in accordance with the procedure set out herein.

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.

Sale of RFP Document

RFP document can be downloaded from the website of www.eproc2.bihar.gov.in. However, the bids of only those Applicants shall be considered for evaluations that have made payment of Rs 5,000/- (Rs Five 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 5,000/- (Rs. Five thousand only) are Non Refundable and are to be paid through Online.

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

Brief description of the Selection Process

The Authority has adopted a single stage selection process for evaluating the Proposals comprising of technical 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. The technical evaluation will be done by evaluating the proposal in response to minimum eligibility criteria as laid out in clause 3.11 for eligibility of applicants and all the Contractor/agencies who satisfy the minimum eligibility criteria will be eligible to be empanelled with Nagar Nigam, Bettiah for the subject work. Based on this technical evaluation, a list of Empanelled agencies shall be prepared and published on Nagar Nigam, Bettiah notice board. In the next stage after this RFP, separate short notice limited tender will be sent/ floated to the empanelled agencies only asking for financial bids. For that stage only Least Cost Selection will be applicable. The agencies needs to respond to that short tender notices within 48 hours and start the work within 24 hours from the date of issue of work order/ LOA (Letter of Acceptance). **Nagar Nigam, Bettiah is not bound to award work to the every empanelled agency. The proposals being invited are non-binding and without any commitment of award of work.**

Pre-Proposal visit to the Site and inspection of data

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

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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 **15.06.2026** (16:00 Hrs.)

Venue: As mentioned IN EARLIER PAGE

Official Contact for the proposal

All communications of Proposal should be addressed to:

MUNICIPAL CORPORATION
NEAR SDO OFFICE, BETTIAH
845438

The Official Website for submission of online Bid is: <http://www.eproc2.bihar.gov.in>

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

RFP Notice No. (as per brief NIT) **EMPANELMENT OF AGENCIES FOR REPAIR/CONSTRUCTION OF MANHOLE AND OTHER EMERGENT NATURE WORK IN THE NAGAR NIGAM, BETTIAH**

Conditions of Eligibility of Applicants

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

Consortium/JV is not allowed for work.

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

A Basic Eligibility criteria

- i. An entity registered under Indian Companies Act 1956 / 2013 or Limited Liability Partnership Act 2008 or partnership firm or equivalent law abroad / Proprietorship/Institutions registered under Societies Act/ individual.
- ii. The bidder should have registered with the State Government of Bihar / Central Government / MES / Railways/PSUs in any class. The bidder not registered under Govt. of Bihar can participate in the tender. However, in case they become the preferred bidder, they will have to get the registered with the State Govt. of Bihar as an appropriate class Contractor/agency before execution of work. (Copy of certificate to be submitted by bidder with technical proposal).
- iii. Valid PAN card and GST registration in India.
- iv. The bidder should have valid department registration certificate.

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- v. As on date of submission of the proposal, the Bidder has not been blacklisted/debarred by any State Government Department / Central Government Department / PSUs .(Selfdeclaration certificate by Bidder and in the form of affidavit on notarized non-judiciary stamp paper are to be submitted).
- vi. Valid character certificate of Individual/ partners/ directors and its authorized person.

B. Technical Eligibility

- i. The Contractor/agency shall have successfully completed at least one eligible assignment or more in last five years. Their Cumulative project value at least **TWENTY (20) LAKHS** in last five (5) years. Prior experience of working in Bihar will be advantageous.

Desirable Assignment: Experience of work of **Maintenance of Drains/Water Bodies / Water supply/ Sewerage Pipe lines/ Construction/repair of RCC Drain / Construction/Repair of road/ Buildings/manholes/Earthwork and other civil work in last any five (5) years preceding Proposal due date (PDD)**. Client Agreement as proof of contract value along with work order must be enclosed.

- ii. The Firm should have all equipments required for work through own purchase or should have made arrangements for it via leasing or any other method. This has to substantiate by a self- attested letter on bidder's letter head at the time of bid submission.

C. Financial Eligibility

- Average annual turnover of Rs. 10 lakh in last 3 (three) Financial Years. (2025-26,2024-25,2023-24,)

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

*** No separate annual financial statements should be submitted

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

Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

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

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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.

Note-

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

- i. Incorporation certificate of the company /Proof of Company registration document/MoA.
- ii. Copy of Agreement & Work order/ Performance certificate of the client certificate for which technical capacity is claimed;
- iii. Certificate(s) (completion or Currently operating, as the case may be) from its concerned client(s) in support of “eligibility” clearly stating the capacity of project including performance of the firm for the work completed during the contract period of the project in respect of the projects whose experience is claimed.
 - Performance certificate should be issued from the concerned client(s)
 - In case a particular work/contract has been jointly executed by the Bidder (as part of a consortium/Joint Venture), it should further support its claim for the share in work done for that particular work/contract;
- iv. Audited balance sheet of preceding three financial years (2025-26,2024-25,2023-24) from the due date of submission of this bid and Certificate(s) from its Statutory Auditors in support of “the Financial Eligibility”.
- v. Copy of the GST and Copy of PAN Card.
- vi. Affidavit on notarized non-judiciary stamp paper for no-blacklisting / debarred.
- vii. All technical standard form as per RFP (If applicable)

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

An Bidder 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 Bidder or its Associate, nor been expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

While submitting a Proposal, the Bidder 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, Bidders may format, without changing the content of the forms, making due provision for incorporation of the requested information.

Conflict of Interest

**EMPANELMENT OF AGENCIES FOR REPAIR/CONSTRUCTION OF MANHOLE AND OTHER EMERGENT NATURE WORK IN THE
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An Applicant shall not have a conflict of interest that may affect the Selection Process or the Work (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

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

An Applicant eventually appointed for supply work for this Project shall be disqualified from subsequently providing goods or works or services related to the implementation of any other Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 1 (one) year from the completion of this assignment.

Number of Proposals

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

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.

Site visit and verification of information

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

Acknowledgement by Applicant

- It shall be deemed that by submitting the Proposal, the Applicant has:
 - made a complete and careful examination of the RFP;
 - received all relevant information requested from the Authority;
 - Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to all the above given Clauses;
- Satisfied itself about all matters, things and information, including matters referred to all the

above given Clauses herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;

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

Right to reject any or all Proposals

- Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time (before entering into an agreement) without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- The Authority reserves the right to reject any Proposal if:
 - at any time, a material misrepresentation is made or discovered, or
 - the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the L1 ranking Applicant gets disqualified / rejected, then the Authority reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

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 REPAIR/CONSTRUCTION OF MANHOLE AND OTHER EMERGENT NATURE WORK IN THE NAGAR NIGAM, BETTIAH"

- The Authority shall endeavor to respond to the queries within the period specified therein but not later than 7 (seven) days prior to the Proposal Due Date. The Authority will post the reply to all such queries on the Official e-Procurement Website:- (www.eproc2.bihar.gov.in).

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

Amendment of RFP

At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Corrigendum / Amendment and posting it on the Website www.eproc2.bihar.gov.in .

All such amendments/corrigendum/addendums will be posted on the Website www.eproc2.bihar.gov.in and will be binding on all bidders.

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.

PREPARATION AND SUBMISSION OF PROPOSAL

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.

Format and signing of Proposal

The Bidder 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 (basic eligibility criteria, technical eligibility, financial eligibility and annexure as per RFP shall be submitted online only.

The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder 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:

- i. by a partner, in case of a partnership firm and/or a limited liability partnership; or
- ii. 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.

Bidders 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. Bidders 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.

Technical Proposal

Bidders shall submit the digitally signed technical proposal online at www.eproc2.bihar.gov.in in the formats at Appendix (the "Technical Proposal") or before the date and time mentioned in this RFP.

While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- i. The Bid Security is submitted as per the provisions laid down in this RFP.
- ii. 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;
- iii. All eligibility criteria as per RFP.
- iv. All annexure
- v. Others document sought in the RFP

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

The Authority reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority hereunder.

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Contractor/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 Contractor/agency, as the case may be.

In such an event, the Authority shall EMD forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia,

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time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

Submission of Proposal

The Bidders shall submit the Technical Proposal online as per date and time mentioned in this RFP.

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 and financial proposal shall be uploaded on the www.eproc2.bihar.gov.in duly digitally signed.

The Proposal shall be made in the Forms specified in this RFP. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

Proposal Due Date

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

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

Late Proposals

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

Bid Security

- The Bidder/bidder shall furnish as part of its Proposal, a bid security of Rs. 1,00,000 (Rupees ONE Lakh Only) (Refundable) to be paid through online at website www.eproc2.bihar.gov.in or In case of Bank Guarantee (BG), EMD should be payable in name of MUNICIPAL COMMISSIONER, NAGAR NIGAM, BETTIAH, payable at Bettiah which should be valid for 225 days. The copy of the proof of submission of bid security online to be submitted in technical proposal.
- The empanelled bidder's Bid Security shall be retained for a period of 3 years that is till the duration of empanelment post which it shall be returned. Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

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Nigam, Bettiah**

- 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 may be forfeited and appropriated by the Authority as the mutually agreed pre- estimated compensation and damage payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:
 - If an Applicant engages in any of the Prohibited Practices;
 - If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
 - In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments after its selection;
 - In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in the work order; or
 - If the Applicant is found to have a Conflict of Interest as specified in Clause given overleaf.
 - If empanelled Contractor/agency not responds to that short tender notices within 48 hours.

Performance Security

- The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, its Performance Security shall be forfeited and appropriated by the Authority as the mutually agreed pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority in regard to the RFP, including the consideration and evaluation of the Proposal, under the following conditions:
 - If an Applicant engages in any of the Prohibited Practices;
 - if the Applicant is found to have a Conflict of Interest as specified overleaf; and
 - if the Selected Applicant commits a breach of the Agreement.
- An amount equal to 5% of the contract value in the form of BG/DD/FD/TD and 5% deducted/ adjusted from the running bill shall be deemed to be the Performance Security for the purposes of this Clause, which may be forfeited and appropriated in accordance with the provisions hereof. The performance security should remain valid for the entire duration of contract.

EVALUATION PROCESS

The Authority has adopted a single stage selection process for evaluating the Proposals comprising of technical bids to be submitted by the Applicant. The technical evaluation will be done by evaluating the proposal in response to minimum eligibility criteria as laid out in clause 3.13 for eligibility of applicants and all the firms who satisfy the minimum eligibility criteria will be eligible to be empanelled with NAGAR NIGAM BETTIAH for the subject work. Based on this technical evaluation, a list of Empanelled agencies shall be prepared and published NAGAR NIGAM BETTIAH. In the next stage after this RFP, separate short notice limited tenders will be floated to the empanelled agencies only asking for financial bids. For that stage only Least Cost Selection will be applicable.

FRAUD AND CORRUPT PRACTICES

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

Without prejudice to the rights of the Authority under above Clause hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Contractor/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 Contractor/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 Contractor/agency, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

- **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Contractor/agency/ adviser of the Authority in relation to any matter concerning the Project;
 - **"fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- **"coercive practice"** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any

manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

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

PRE-PROPOSAL/PRE-BID CONFERENCE

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

During the course of Pre-Proposal Conference, the Applicants will be free to seek clarifications and make suggestions as per the queries submitted for consideration of the Authority. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent, and competitive Selection Process.

MISCELLANEOUS

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

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

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

Consult with any Applicant in order to receive clarification or further information;

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

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

It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

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

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

Disqualification

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

Submitted the Proposal documents after the response deadline.

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

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

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

Failed to provide clarifications related thereto, when sought.

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

Submitted a proposal with price adjustment / variation provision.

In case bank guarantee, failed to submit original bank guarantee for EMD and original affidavit related thereto, when sought.

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WORK IN THE NAGAR NIGAM, BETTIAH**

NAGAR NIGAM BETTIAH

3 General Conditions of Contract

Definitions

“Applicable Law” means the laws and any other instruments having force of law in India as they may be issued force and in force from time to time.

□ “Proposals” means proposals submitted by bidders in response to the RFP issued by NAGAR NIGAM BETTIAH for “EMPANELMENT OF AGENCIES FOR REPAIR/CONSTRUCTION OF MANHOLE AND OTHER EMERGENT NATURE WORK IN THE NAGAR NIGAM, BETTIAH”.

□ “Competent Authority” means the MUNICIPAL COMMISSIONER NAGAR NIGAM, BETTIAH

“Committee” means the committee formed for the evaluation of the proposals.

□ “Authority” means the MUNICIPAL COMMISSIONER NAGAR NIGAM, BETTIAH

□ “Contract Price” means the price payable to the Contractor/agency on the panel of NAGAR NIGAM, BETTIAH under the Contract for the complete and proper performance of its contractual obligations.

□ “Contractor/agency” means any private or public entity, which will provide the services to NAGAR NIGAM, BETTIAH under the contract.

□ “Contract” means the Contract signed by the parties along with the entire documentation specified in the RFP

“Day” means Calendar day

“Effective date” means the date on which the contract comes into force and effect.

□ “GCC” means General Conditions of Contract, specified in this Section of RFP

□ “Government” means State Government.

“Personnel” means professional and support staff provided by the Contractor/agency.

□ “Services” means the work to be performed by the Contractor/agency pursuant to the selection by NAGAR NIGAM, BETTIAH and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by NAGAR NIGAM, BETTIAH.

□ Authority/Client refers to executive engineer, NAGAR NIGAM, BETTIAH whereas

□ Contractor/agency/agencies refers to the appointed agencies for EMPANELMENT OF AGENCIES FOR REPAIR/CONSTRUCTION OF MANHOLE AND OTHER EMERGENT NATURE WORK IN THE NAGAR NIGAM, BETTIAH through this bidding process.

□

□

NAGAR NIGAM, BETTIAH

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**EMPANELMENT OF AGENCIES FOR REPAIR/CONSTRUCTION OF MANHOLE AND OTHER EMERGENT NATURE WORK IN THE
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Application:

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

NAGAR NIGAM, BETTIAH

Standards of Performance:

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

Payment Schedule

Payment schedule will be shared for different works post this empanelment RFP (at the time of work order).

Applicable Law

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

Governing Language

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

Sub Contracts

No Sub Contracting shall be allowed for this project.

Assignments

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

Performance Assessment

- This RFP is for EMPANELMENT OF AGENCIES FOR REPAIR/CONSTRUCTION OF MANHOLE AND OTHER EMERGENT NATURE WORK IN THE NAGAR NIGAM, BETTIAH.
- Authority shall carry out half yearly review meeting of the empanelled list of agency in which the services provided by agencies, compliances to the scope of work etc. shall be reviewed and the agencies not complying with the tender terms shall be appropriately treated.

Suspension:

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- Authority may, by written notice to Contractor/agency, suspend all payments to the Contractor/agency hereunder if the Contractor/agency fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of

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suspension.

- Shall specify the nature of failure
 - Shall request the Contractor/agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Contractor/agency of such notice of failure

Force Majeure

- Not with standing anything contained in the RFP, the Contractor/agency shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.
- For purposes of this clause "Force Majeure "means an event beyond the control of the Contractor/agency and not involving the Contractor/agency's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of NAGAR NIGAM, BETTIAH regarding Force Majeure shall be final and binding on the Contractor/agency.
- If a Force Majeure situation arises, the Contractor/agency shall promptly notify to NAGAR NIGAM, BETTIAH in writing, of such conditions and the cause thereof. Unless otherwise directed by AUTHORITY in writing, the Contractor/agency shall continue to perform its obligations under the agreement as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Termination

A. Termination for Default

- The MUNICIPAL COMMISSIONER, NAGAR NIGAM, BETTIAH may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:
 - if the service provider fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the COMPETENT AUTHORITY pursuant or
 - if the service provider fails to perform any other obligation(s) under the Contract.
 - If the service provider, in the judgment of the NAGAR NIGAM, BETTIAH 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;"

NAGAR NIGAM, BETTIAH

- If the agency/contractor fails to conform to the quality requirement laid down.
- B. If Contractor/agency has not deposited statutory dues for the period exceeding 2 months.
- C. If any such compliant is received from any of reporting head, and the Contractor/agency has not complied with it, within the term as specified in a query from NAGAR NIGAM, BETTIAH in this regard.
- D. Terminations for Insolvency
 - AUTHORITY may at any time terminate the Contract by giving written notice to the service provider, if the service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the service provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the NAGAR NIGAM, BETTIAH
- E. Termination for Convenience
 - AUTHORITY 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 NAGAR NIGAM, BETTIAH convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective. The services that are complete and ready for rendering within 30 days after the service provider's receipt of notice of termination shall be accepted by the authority at the Contract terms and prices. For the remaining services, the authorities may elect:
 - To have any portion completed and delivered at the Contract terms and prices; and/or
 - To cancel the remainder and pay to the service provider an agreed amount for partially completed services and for services previously delivered by the service provider.
 - No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representative of both parties.
 - The contract shall be given subject to compliance by you of all the laws of the land, including renewal of registration of its license under Shop & Establishment Act, Contract labor Act etc. and other applicable laws.

Taxes and Duties

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

Outstanding Dues

Any amount outstanding for any reason from the empanelled 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

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pending interest at the rate of 18 % shall be recovered on it and the Contractor/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 Contractor/agency.

Legal Jurisdiction

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

Bid Documents

Bid documents for terms and conditions for execution of work will be provided at the time of financial bid.

Bill of Quantities (BOQ)

BOQ will be sent to empanelled Contractor/agency at the time of financial proposal through official e-mail Id/website for financial bids. For that stage only Least Cost Selection will be applicable. The Contractor/agency need to respond to that short tender notices within 48 hours and start the work within 24hrs from the date of issue of work order/LOA (Letter of Acceptance) as per direction of authorities

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.

4 Special Condition of Contract

Scope of Work:

Broadly work will comprise following categories:

- Maintenance of Drains / Water supply/ Sewerage Pipe lines/repairing and (or) construction of toilets/ Construction of RCC Drain / Construction of road/ Repairing of Buildings/Repairing of road/Repairing of manholes Others Emergent allied civil construction work in NAGAR NIGAM, BETTIAH.

**** Note For all Category of Works-**

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

Schedule of Execution:

NAGAR NIGAM, BETTIAH

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

Mode of Payment:

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

Empanelment Period

The empanelment is valid for 01 year which may further be extendable subject to performance of Contractor/agency.

5 Annexure

Annexure 1 – Pre-qualification bid checklist

EMPANELMENT OF AGENCIES FOR REPAIR/CONSTRUCTION OF MANHOLE AND OTHER EMERGENT NATURE WORK IN THE
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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 and Registration Certificate• PAN card• GST Registration	
5.	Audited financial statements for the last three financial years AND Certificate from the Statutory Auditor/ CA	
6.	Declaration of non-blacklisting	
7.	Power of attorney by Bidder	
8.	Work Experience details and Self-certifications, as Applicable	

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Annexure

2 – Pre- Qualification Bid Covering Letter

Date: dd / mm / yyyy

To,

Executive Engineer,

Urban Development Division, Bettiah

West Champaran, Bihar

Subject: EMPANELMENT OF AGENCIES FOR REPAIR/CONSTRUCTION OF MANHOLE AND OTHER EMERGENT NATURE WORK IN THE NAGAR NIGAM, BETTIAH. Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

With reference to your “EMPANELMENT OF AGENCIES FOR REPAIR/CONSTRUCTION OF MANHOLE AND OTHER EMERGENT NATURE WORK IN THE NAGAR NIGAM, BETTIAH”, we hereby submit our Prequalification bid, Technical Bid for the same. We hereby declare that:

a) We hereby acknowledge and unconditionally accept that the MUNICIPAL COMMISSIONER, NAGAR NIGAM, BETTIAH 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 Contractor/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 authority and that we shall remain bound by a communication of acceptance within that time.

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

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

- To commence work as stipulated in the RFP document
- To undertake the project services for entire empanelment period from the date of signing of the contract as mentioned in the RFP document/work order.

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- 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 NAGAR NIGAM, BETTIAH may cancel the bidding process at any time and that authority is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i) We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

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

Thanking you,

Yours sincerely,

(Signature of the Lead bidder) (Printed Name)

Designation

Seal Date: Place:

Business Address:

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Annexure

3 – Brief Company Profile

EMPANELMENT OF AGENCIES FOR REPAIR/CONSTRUCTION OF MANHOLE AND OTHER EMERGENT NATURE WORK IN THE
NAGAR NIGAM, BETTIAH

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

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NAGAR NIGAM, BETTIAH**

Annexure

4– Annual Turnover of last 3 years

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

THE NAGAR NIGAM, BETTIAH

Annexure

Annual Turnover details (certified)			
S No.	FY- 2021- 2022	FY- 2020- 2021	FY- 2019- 2020

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

THE NAGAR NIGAM, BETTIAH

Annexure

5– Declaration of Non-Blacklisting (To be provided on the Company letter head and on notarized non-judiciary stamp paper)

To,
MUNICIPAL COMMISSIONER,

NAGAR NIGAM, BETTIAH Bihar

Place

Date

Subject: Self Declaration of not been blacklisted in EMPANELMENT OF AGENCIES FOR REPAIR/
CONSTRUCTION OF MANHOLE AND OTHER EMERGENT NATURE WORK IN THE URBAN DEVELOPMENT DIVISION OF
NEW CAPITAL AREA OF NAGAR NIGAM, BETTIAH

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

Dear Sir,

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

(Signature of the Bidder)

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:

THE NAGAR NIGAM, BETTIAH

Annexure

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

(Authorized Signatory) Signature:

Name:

Designation:

Bidding entity's name Address: Seal
and Date:

7 – Performance Bank Guarantee

Ref: Date

Bank Guarantee No.

<Name>

<Designation>

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

<Email id>

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

<<Name of the assignment>> to NAGAR NIGAM, BETTIAH(hereinafter called "the NAGAR NIGAM, BETTIAH")

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;

THE NAGAR NIGAM, BETTIAH

Annexure

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at

<Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

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

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

THE NAGAR NIGAM, BETTIAH

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)

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Annexure

8 –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 Contractor/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 _2022 (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:

THE NAGAR NIGAM, BETTIAH

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 executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.