

NAGAR PANCHAYAT BASANTPUR (SIWAN)

Request for Proposal for Selection of Agency
for Supply, Installation, Testing and
Commissioning of Street Light at
Nagar Panchayat Basantpur (Siwan)

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उप मुख्य पापक
नगर पंचायत बसन्तपुर
प्रसंग ड-नरम-पु-परिवान।

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नगर पंचायत बसन्तपुर
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DISCLAIMER

Though adequate care has been taken while preparing the RFP document, the Bidders/ Applicants shall satisfy themselves 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 seven (07) days from the date of notification of RFP / issue of the RFP documents, it shall be assumed that the RFP document is complete in all respects and has been received by the Bidder.

Nagar Panchayat Basantpur (NPB) reserves the right to modify, amend or supplement this RFP document including all formats and annexures. 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 is not intended to be an exhaustive document 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 Nagar Panchayat Basantpur (NPB) or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and NPB 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.

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EXECUTIVE OFFICER
NAGAR PANCHAYAT BASANTPUR

Office of Nagar Panchayat Basantpur District - Siwan

NIT No: 04/2026-27

Date: - 05-06-2026

INVITATION FOR BIDS
SHORT TENDER
REQUEST FOR PROPOSAL

Nagar Panchayat Basantpur invites online proposals for Selection of Agency for Supply, Installation, Testing and Commissioning of Street Lights along with Five Years O&M service of the street light installation points at Basantpur Nagar Panchayat. Details of schedule for the bids are given below: -

Name of the work: Supply, Installation, Testing and Commissioning of
Street Light at Nagar Panchayat Basantpur District-Siwan

Estimated Cost: 80,36,437.00

Completion time: 04 months.

Sl. No.	Activity	Timeline & Address
1.	Online Sale/Download date of Tender Documents.	15-06-2026 (11:00 am) (www.eproc2.bihar.gov.in)
2.	Last date for downloading Tender Documents (Through website only)	22-06-2026(03:00 pm) (www.eproc2.bihar.gov.in)
3.	Pre-Bid meeting date (Only two members per bidder are allowed)	16-06-2026 (11:00 am to 11.45 am) (At the Meeting Hall, Basantpur Nagar Panchayat)
4.	Last date for submission of Bids (Online)	22-06-2026(03:00 pm)
5.	Opening of Technical Bids	23-06-2026(11:00 am)
6.	Date of opening of Financial Bids	To be informed later to technically qualified bidder.
7.	Cost of Bidding (Tender Fee)	Tender Fee Rs. 10,000 /- (Non-Refundable) to be paid through Online Payment / Demand Draft (DD) in favour of "Executive Officer, Nagar Panchayat Basantpur" payable at Siwan.
8.	EMD	Rs. 1,60,800.00 /- (Rupees One Lakhs Seven Thousand Four Hundred Only) (Refundable) in the form of Online Payment / Bank Guarantee (BG) / DD in favour of "Executive Officer, Nagar Panchayat Basantpur" payable at Siwan.
9.		

Bid document / RFP document shall be available on website: www.eproc2.bihar.gov.in &
www.npbasantpur.in

For Queries & Clarification send a mail to npbasantpur2021@gmail.com

EXECUTIVE OFFICER
NAGAR PANCHAYAT BASANTPUR

1. Instructions for Online Bid Submission

1. The RFP document containing the project profile / scope of supply, invitation for participation, 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 First Floor, Plot No.- M/22, Road No.-25, Sri Krishna Nagar, Bank of India Compound, Patna-800001, Contact No: 0612-2523006; 7542028164". Vendor may visit www.eproc2.bihar.gov.in.
3. Detailed N.I.T. is available at website www.eproc2.bihar.gov.in.
4. Nagar Panchayat Basantpur will not be responsible, in case of any delay, due to any reason whatsoever, in bid submission and in receipt of Bid Documents from the Bidders.
5. The Nagar Panchayat Basantpur 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 bidder shall have to get themselves registered on the website (www.eproc2.bihar.gov.in) and obtain user 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. Nagar Panchayat Basantpur, Siwan 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.
8. The details of the bidding process and summary of the scope of supply of street light with O&M is included in the RFP document.
9. Any clarifications may be sought online through the tender site, through the contact details or during the pre-bid meeting, if any. Bidder should take into account the corrigendum, if any, published before submitting the bids online.
10. In the unlikely event of the server of www.eproc2.bihar.gov.in being down for more than two consecutive hours (in the period from midnight to closing time for receipt of tenders) on the last date of receiving of bid, the last date of the same shall be extended by concerned authority only to the next working day till the last receiving time stipulated in the original NIT.
11. The bidders are requested to check the file size of uploaded documents at the time of submission & they should ensure that proper and complete 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 files scanned & uploaded 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, Basantpur Nagar Panchayat 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.



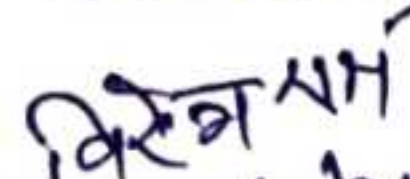
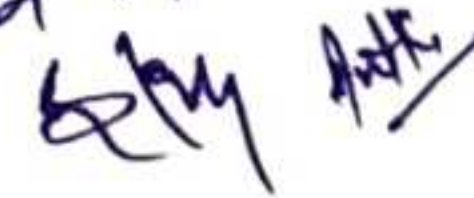
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16. The bidders shall submit their eligibility and qualification details, Technical Bid, Financial Bid etc. in the online standard formats given for respective tenders in e-Procurement website (www.eproc2.bihar.gov.in) at the respective stage only. 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 itself.
18. Bidder should submit the Tender Fee / EMD, pre-qualification bid and the Technical Bid in hard copy also as per the 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 document. Scanned copy of the instrument should be uploaded as part of the offer.
19. The bidder may select the payment option as online to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
20. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bids submission time, otherwise submitted bid shall not be acceptable or be liable for rejection.
21. A bid processing fee as per E-Proc (Non-Refundable) to be paid through e-payment modes i.e. Internet Payment Gateway (Master or Visa Card)/Internet Banking/NEFT or RTGS towards charges for online processing of Beltron.
22. For any queries regarding tendering process, the bidders may contact at address as provided in the tender document.

 
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2. Introduction

2.1 Scope of Project

The Authority has decided to carry out the process for Selection of Agency for Supply, Installation, Testing and Commissioning of Street Lights along with Five Years O&M service of the street light installation points at Basantpur Nagar Panchayat. The Agency shall perform the activities in accordance with the scope of work and other terms and condition as specified in this RFP.

2.2 Request for Proposals

The Authority invites proposals (the "Proposals") for selection of Agency (the "Agency") for Supply, Installation, Testing and Commissioning of Street Lights along with Five Years O&M service of the street light installation points at Basantpur Nagar Panchayat 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.

2.3 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.

2.4 Sale of RFP Document

RFP document can be downloaded from the website of www.eproc2.bihar.gov.in. However, the bids of only those Applicants shall be considered for evaluations who have made payment of **Rs 10,000/- (Rs Ten thousand only)** for the RFP document plus service & gateway charges. Without the copy of acknowledgement of payment, bids will not be accepted. The RFP Fee of **Rs 10,000/- (Rs Ten thousand only)** is Non-Refundable and may be paid through Demand Draft (DD) in favour of " Executive Officer, Basantpur Nagar Panchayat " payable at Basantpur.

2.5 Validity of Proposal

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

2.6 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. The selection will be done through L-1 (L-1 selection method). In the first stage, a technical evaluation will be carried out as specified in this RFP. Based on this technical evaluation, a list of short-listed 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. **Once L1 rates are finalized as per procedure defined in this RFP, the bidder with L1 rates shall be declared as successful bidder.** Final decision for selecting the agency who qualify and agree to the terms will be of Basantpur Nagar Panchayat


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(hereinafter called NPB). Basantpur Nagar Panchayat (hereinafter called NPB) is not bound to award work to any / every bidder. The proposals being invited are non-binding and without any commitment of award of work.

2.7 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 Selection of Agency for Supply, Installation, Testing and Commissioning of Street Lights along with Five Years O&M service of the street light installation points at Basantpur Nagar Panchayat.


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3. Conditions of Eligibility of Bidder

3.1 Eligibility of Applicants

- (i) Bidder must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for technical evaluation.
- (ii) To be eligible for evaluation of its Proposal, the bidder shall fulfill the following:

A. Basic Eligibility criteria

- a. The Bidder shall submit a declaration regarding the legal status of the firm. Certificate of incorporation / registration should be uploaded. Copy of Deed and article of Association in case of partnership firm or Company.
- b. Valid PAN card and GST registration in India along with self-attested copy of GST Return for six months .
- c. The bidder should submit an affidavit on non-judicial stamp paper of appropriate value by first class / second class Magistrate that the agency firm has not been black listed by any State / Central Government Departments / PSUs / Govt. or semi - Govt organizations / institutes in India or abroad. (As per the attached annexure).
- d. Bidder should have valid electrical licence.
- e. Valid character certificate of individual / partners (prime partner of the partnership firm) / directors (**primary director in case of company**) / authorized person issued by concerned DM / SP.
- f. Bidder must have one branch office in Bihar before or within one month of work awarded.

B. Technical Eligibility

a. Experience

The bidder should have successfully completed one similar work of at least 50% (fifty percent) value of the BOQ amount OR three similar works of at least 25% (twenty-five percent) value of the BOQ amount in three years.

- b. Concerned certificate and affidavit should be uploaded with the bid.
- c. The luminaires shall have IP66 protection and minimum efficiency shall be minimum 100 lumens per watt and self life of 25000 Hrs or more.
- d. IS certificate (as per BIS) should be submitted with the bid.

C. Financial Eligibility

- a. Minimum Average Annual Turnover of the bidder (For 3 Years viz. FY 2022-23, 2023-24 & 2024-25): **40% of the BOQ amount.**

Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid.

- (iii) 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.

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

3.2 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 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.

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

3.3 Number of Proposals

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

3.4 Cost of Proposal

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

3.5 Acknowledgement by Applicant

- (i) 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.

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- (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 document or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

3.6 Right to reject any or all Proposals

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

- (ii) The Authority reserves the right to reject any Proposal if:

(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.

(c) NPB is not bound to award work to any / every service providing agency. The proposals being invited are non-binding and without any commitment of award of work.

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

3.7 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 www.eproc2.bihar.gov.in.
- ii. All such amendments/corrigendum/addendums will be posted on the www.eproc2.bihar.gov.in and will be binding on all bidders.
- iii. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

3.8 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 document. 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.

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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 there with pursuant to this RFP). In the event of any discrepancy between the online submission and physically submitted version, the online submission shall prevail.
- (iii) 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.
- (iv) The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant (for self-attestation purpose). In case of printed and published Documents also each page shall be signed. 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 director.

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.

c. Technical Proposal

- (i) Applicants shall submit the digitally signed technical proposal online at www.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 2.8 in original on or before the date and time mentioned in this RFP.
- (ii) While submitting the Technical Proposal, the bidder shall, in particular, ensure that:
 - (a) The Bid Security/Earnest Money Deposit (EMD) is submitted as per the prescribed procedure of bidding on www.eproc2.bihar.gov.in.
 - (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.

Note:

- (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 document. Any such verification or the lack of such verification by the

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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 document, 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 on www.eproc2.bihar.gov.in.
- (ii) For the purpose of evaluating the lowest price bid (L1), the total cost will be considered. Formats For Submission of the Financial Bid has been attached separately In Excel sheet.
- (iii) While submitting the Financial Proposal, the Applicant shall ensure the following:
- a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover overall cost for supply and services to NPB as per scope given in this RFP document.
- b) The total offer price 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.

e. Submission of Proposal

- (i) The Applicants shall submit the Technical Proposal and financial 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 RFP. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained, shall be uploaded on the www.eproc2.bihar.gov.in duly digitally signed.
- (ii) 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.

f. Proposal Due Date

- (i) Proposal should be submitted on or before the Proposal Due Date specified in bid schedule in the manner and form as detailed in this RFP.
- (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.

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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 / EMD

- i. The Applicant shall furnish as part of its Proposal, a **bid security of abovementioned amount (Refundable) payable in the form of Online Payment / Bank Guarantee (BG) / Demand Draft (DD)** in the name of Executive Officer, Basantpur Nagar Panchayat valid till bid validity. The copy of the proof of submission of bid security online to be submitted in technical proposal.
- ii. Bid Security (also known as Earnest Money) 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. EMD exemption as per Bihar Finance Rules for the MSEs of the state of Bihar only.
- iii. In the event that the first ranked Applicant commences the assignment as required, the Authority shall return the Bid Security of all other applicants 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 bidder, by submitting its bid pursuant to this RFP document, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre- estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP Bid document including the consideration and evaluation of the Proposal under the following conditions:
 - (a) If a bidder engages in any of the Prohibited Practices;
 - (b) If a bidder withdraws its Proposal during the period of its validity as specified in this RFP document and as extended by the Applicant from time to time;
 - (c) In the case of the Selected bidder, if the bidder fails to reconfirm its commitments after its selection;
 - (d) In the case of a Selected bidder, if the bidder fails to sign the Agreement or commence the assignment as specified in this RFP document; or
 - (e) If the bidder is found to have a Conflict of Interest as specified in Clause given overleaf.
 - (f) If the bidder has made material misrepresentation or has given any materially/document incorrect or false information to NPB.

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i. Performance Security

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

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

(ii) An amount equal to **two percent of the bid value** for the Supply and Installation of Street Lights 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 the entire contract period plus 2 months (if there is no other claim).**

(iii) In case the Bidder has quoted below the BOQ amount, the bidder shall have to submit additional performance guarantee as per PWD norms.

(iv) Performance Security shall be submitted in the form of Bank Guarantee in favour of Executive Officer, Basantpur Nagar Panchayat, Payable at Basantpur.

(v) The bank guarantee / demand draft has to be from an Indian Nationalized/Scheduled Bank located in India. The bank guarantee shall be payable at Basantpur. The performance security shall be furnished within 15 days from the date of issue of letter of acceptance.

3.9 EVALUATION PROCESS

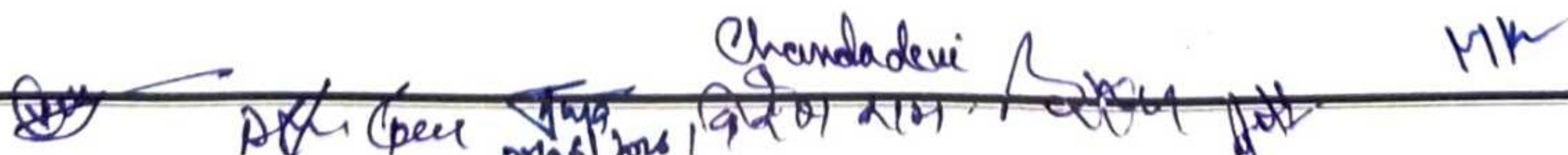
a. Evaluation of Technical Proposals

(i) 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 contains all the information (complete in all respects) as requested in the RFP Document;
- (d) it does not contain any condition; and
- (e) it is not non-responsive in terms hereof.

(ii) 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.

(iii) 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.

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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 L-1 selection method.

Steps for Financial Bid Evaluation:

a) The total offer price shall be considered for the financial ranking of bidders (viz. L1, L2 and subsequent) after the opening of financial bid on www.eproc2.bihar.gov.in.

b) L1 ranking bidder shall be declared as the successful bidder.

c) Final decision for selecting the agencies who qualify and agree to the terms will be of NPB.

(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 assignment 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.

3.10 Appointment of agency

a. Negotiations

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Chanda Devi
19/10/2017
MK

The successful bidder (i.e. 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. In case, the successful bidder fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked bidder as the successful bidder and invite it for negotiations.

b. Indemnity

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

c. Award of Work

1. NPB is not bound to award work to any / every agency. No claim will be admissible from any agency on it. The proposals being invited are non-binding and without any commitment of award of work.
2. After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such bidder 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 Selected Applicant may be considered.
3. For the purpose of this clause, "Selected Applicant" means lowest ranking bidder. The "Selected Applicant" should be eligible (or available) for award of work, that is, such bidder must not have violated any of the terms and conditions mentioned in this RFP document.

d. Execution of Agreement

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

e. Commencement of assignment

The Agency shall commence the work within 7 days 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 next ranking agency. In such an event, the Bid Security / Performance Security / EMD of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of this RFP.

f. Proprietary data

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

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MR
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3.11 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

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(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.

3.12 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.
- The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

3.13 Disqualification

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

- a) Submitted the Proposal documents after the response deadline.
- b) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- c) 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.
- d) Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- e) Failed to provide clarifications related thereto, when sought.
- f) Declared ineligible by any Department or office of Government for corrupt and fraudulent practices or blacklisted or debarred.
- g) Submitted financial bid with conditions.

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Chandadai
19/07/2022
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4. General Conditions of Contract

4.1 Definitions

- (a) "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.
- (b) "Proposals" means proposals submitted by bidders in response to the RFP issued by NPB for "Selection of Agency for Supply and Installation of Street Lights along with Five Years O&M service of the street light installation points at Basantpur Nagar Panchayat".
- (c) "Competent Authority" means the Executive Officer, Basantpur Nagar Panchayat, Siwan.
- (d) "Committee" means the committee formed for the evaluation of the proposals.
- (e) "Contract Price" means the price payable to the successful agency in contract with NPB under the Contract for the complete and proper performance of its contractual obligations.
- (f) "Agency" means any private or public entity, which will provide the services to NPB under the contract.
- (g) "Contract" means the Contract signed by the parties along with the entire documentation specified in the RFP.
- (h) "Day" means Calendar Day.
- (i) "Month" mean Calendar month.
- (j) "Monthly / Quarterly basis" means all days of month / quarter including public holidays and Sunday.
- (k) "Effective date" means the date on which the contract comes into force and effect.
- (l) "GCC" mean General Conditions of Contract specified in this Section of RFP.
- (m) "Government" means State Government.
- (n) "NPB" means Basantpur Nagar Panchayat / Basantpur Nagar Panchayat.
- (o) "O&M service" means services required for the maintenance of the street light installation points to be provided by the agency as per this bid document.
- (p) "Services" means the work to be performed by the agency pursuant to the contract and to be signed by the parties in pursuance of any specific assignment awarded to them by NPB.
- (q) Authority/NPB/Client refers to Basantpur Nagar Panchayat whereas Agency refers to the appointed agency for supply of O&M service through this bidding process.

4.2 Application

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

4.3 Standards of Performance

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

4.4 Project Schedule

Undertake the implementation of Supply and Installation of Street Lights in time span of 6 months from the effective date.

4.5 Contract Duration

The O&M contract duration is Five (5) years.

4.6 Work Plan

The Contract will be initially for Supply and Installation of Street Lights to be completed within a period of 6 (Six) months. Thereafter, the Agency shall have the responsibility for the maintenance of the installed street lights for a period of 5 (five) years.

In the situation arising that the Agency is not performing its O&M obligations for five years, the Agency shall be put in the blacklist along with forfeiture of performance security after the issue of show cause notice and contract shall be terminated. In such circumstance, O&M work shall be done after inviting re-tender for the O&M service.

The Agency executing this work shall have a valid license (electrical license, etc.) issued by the State Government for carrying out the installation work involved under the direct supervision of a person holding a certificate of competence issued and recognized by the State Government.

4.7 Project Deliverables

1. Shall rectify LED street lights faults through service setup arrangement of successful bidder.
2. Shall maintain a minimum uptime of retrofit luminaries of 95% excluding the period of non-availability of power supply.
3. Shall rectify LED faults within 72 working hours of intimation failing which a penalty of Rs 25/- per day per lamp shall be deducted from successful bidder's due O&M payment, PBG or any other due payment.

4.8 Duties, Responsibilities and Obligation of the ULB

1. NPB shall provide all the required data, approvals, permissions and necessary support as required during project preparation, implementation and service period under this agreement.
2. NPB shall provide, grant of all such permissions, authorizations which the bidder or their authorized representatives may require or is obliged to seek from ULBs, in connection with implementation of the project and the performance of its obligations under this agreement.
3. NPB shall appoint nodal officer / engineer-in-charge / any other who shall be the part of project monitoring cell and shall work with successful bidder to enable successful project implementation, in the Basantpur Nagar Panchayat geographical area.
4. NPB shall identify and intimate the locations / electric poles / points etc. for LED Street Light installation and assess the infrastructure requirements for installation and proper functioning of LED streetlights.

4.9 Amendment

Chandalevi
19/05/2020
M/K

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

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3. NPB shall appoint nodal officer / engineer-in-charge / any other who shall be the part of project monitoring cell and shall work with successful bidder to enable successful project implementation, in the Basantpur Nagar Panchayat geographical area.
4. NPB shall identify and intimate the locations / electric poles / points etc. for LED Street Light installation and assess the infrastructure requirements for installation and proper functioning of LED streetlights.

4.9 Amendment

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Chanda Devi
19/2/21
21/2/21
MK

An amendment may be made / proposed in the contract by the Basantpur Nagar Panchayat, subject to acceptance by the agency / successful bidder, if so is desired by the board of councillors of the Basantpur Nagar Panchayat and a resolution is passed to that effect.

Any antecedental and consequential effects (including, but not limited to, the variation in prices / rates) shall have to be mutually agreed by both the parties of contract in accordance with Contract Act, 1872 and any other relevant law in force.

4.10 Option Clause

The purchaser reserves the right to increase or decrease the quantity to be supplied up to 20% percent of bid quantity at the time of placement of contract or thereafter through an offline agreement. The purchaser also reserves the right to increase the ordered quantity by up to twenty-five percent of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

4.11 Cooperation

1. The Basantpur Nagar Panchayat and the successful bidder will consult with each other, whenever it may appropriate on the matter owned by this AGREEMENT and will use their best endeavours to ensure that staffs of the organizations cooperate in good faith with one another.
2. All parties should apprise/keep each other informed on project related matters. If any issue or dispute arises between Basantpur Nagar Panchayat and the successful bidder, they shall use their best endeavours to resolve the dispute promptly.

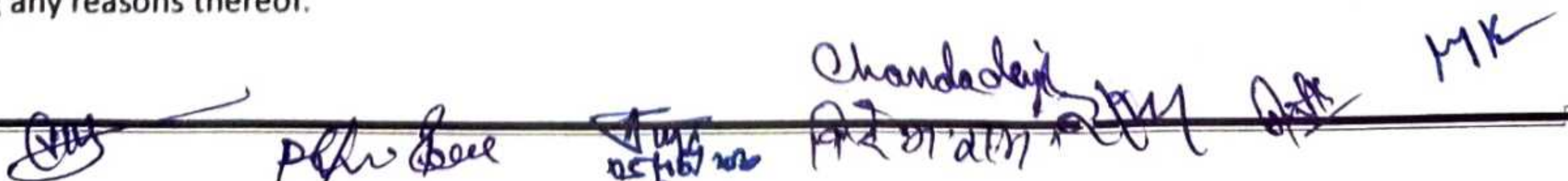
4.12 Indemnities

Each Party shall release, defend, indemnify, and hold harmless the other party and their respective directors' offices, agents and employees, from and against any and all losses, claims, demand, costs, damages, liabilities (joint and several), reasonable expenses of any nature including attorney's fee and disbursements and expenses incident to establishing the right to indemnification, judgements, fines and other amounts to the extent arising out of or related to any products, services, operations of each party, the conduct of business or from any other activity, work or thing done, permitted or suffered by the party under this Agreement including without limitation: (i) injury to or death of any person or persons, including employees of the party, or loss, damage, or destruction of any property, and (ii) each party's provision of any personnel, services, and facilities under this agreement; provided, that no such right of indemnification is finally adjudicated to have constituted wilful misconduct, negligence or recklessness on the part of the Party seeking indemnification and further provided that the right of indemnification shall not apply to the extent of each party's indemnity obligations to the other Party pursuant to the provisions of this Agreement.

In case of any insurance undertaken by the indemnified Party, any liability or obligation that may arise due to any loss, damage, liability, payment, obligation or expense which is insured or for which such Party can claim compensation, under any Insurance shall not be charged to or payable by the indemnifying Party.

4.13 All rights reserved

Notwithstanding anything contained in this bid document, 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 the award of the bid) without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

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The Authority reserves the right to reject any Proposal if:

- 1) At any time, a material misrepresentation is made or discovered, or
- 2) The Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
- 3) Basantpur Nagar Panchayat is not bound to award work to any of the agencies. The proposals being invited are non-binding and without any commitment of award of work.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the bid has 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.

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

4.14 Commencement of assignment

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

4.15 Agency's Risks

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

4.16 Safety

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

4.17 Payment Terms & Timeline

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

4.20.1 Payment for Supply and Installation shall be made after endorsement from the authorized person (nodal officer / engineer-in-charge / any other) on behalf of the NPB. Part payment is applicable.

4.20.2 Payment for O&M service shall be made on monthly basis. The monthly payment after due deductions, if any, shall be made by the NPB within 07 (seven) days of the submission of the monthly bill by the agency.

4.20.3 Endorsement from the authorized person (nodal officer / engineer-in-charge / any other) on behalf of the NPB regarding the successful and satisfactory completion of the work (supply of O&M service).

25/06/2026

19/07/2021

4.20.4 The agency shall have to submit along with the bill, the copy of the log book of complaints received and redressed, register of assets under O&M, log book of preventive maintenance done (if any) etc.

4.20.5 Income Tax, other taxes, cess and penalty, if applicable will be deducted from the bill.

4.20.6 If above mentioned document/copies/fact (if applicable) have not been submitted by agency with bill, then the reimbursement/ payment of bill will not be made by NPB.

4.20.7 If any violation is found in the payment process, then Basantpur Nagar Panchayat at its discretion may penalize the agency by making appropriate deduction as decided by Basantpur Nagar Panchayat in the bill payable to the agency.

4.18 Rates

4.9.1 The rates for providing O&M service payable to the service provider as stated in the contract shall remain constant and fixed during the five years of the contract period.

4.9.2 The agency shall give priority to the daily wage staff, that are currently working under Basantpur Nagar Panchayat, in the process of selection and appointment of manpower under all categories. Only those personnel who are not interested in job on outsourcing basis due to health or personal reason or are not able to work can be left out of the process of selection.

4.19 Monthly remuneration / payment

4.10.1 Monthly remuneration/payment payable to the agency as stated in the contract shall remain constant and fixed during the contract period.

4.10.2 In case, the number of LED light installation points under O&M is increased or decreased as per the requirement of NPB, the monthly remuneration/payment payable to the agency shall change accordingly. However, the amount payable per unit LED light installation points under O&M shall remain constant and fixed as per the contract.

4.20 Applicable law -

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

4.21 Governing Language

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

4.22 Sub Contracts

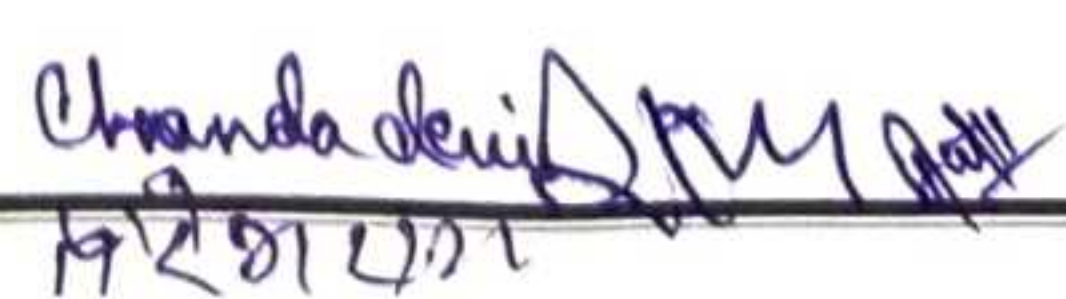
No Sub Contracting shall be allowed for this project.

4.23 Performance Assessment

4.14.1 This RFP is for Selection of Agency for Supply and Installation of Street Lights along with Five Years O&M service of the street light installation points at Basantpur Nagar Panchayat.



 Ashu Bora 05/01/2020

 Chandan Singh 19/01/2020

 MK

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

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

4.24 Suspension

NPB 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.

4.15.1 Shall specify the nature of failure

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

4.25 Force Majeure

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

4.16.2 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 NPB regarding Force Majeure shall be final and binding on the agency.

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

4.26 Termination

4.17.01 Termination for Default

The Basantpur Nagar Panchayat 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 Basantpur Nagar Panchayat pursuant or
- b) If the service provider fails to perform any other obligation(s) under the Contract.
- c) If the service provider, in the judgment of the Basantpur Nagar Panchayat 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.

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"Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, 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 Purchaser, of the benefits of free and open competition;"

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

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

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

4.17.04 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 Basantpur Nagar Panchayat in this regard.

4.17.05 Terminations for Insolvency

Basantpur Nagar Panchayat 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 Basantpur Nagar Panchayat.

4.17.06 Termination for Convenience

Basantpur Nagar Panchayat 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 Basantpur Nagar Panchayat's convenience, the extent to which performance of the service provider under the Contract is terminated, and the date upon which such termination becomes effective. The services that are complete and ready for rendering within 30 days after the service provider's receipt of notice of termination shall be accepted by the Basantpur Nagar Panchayat at the Contract terms and prices. For the remaining services, the Basantpur Nagar Panchayat may elect:

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

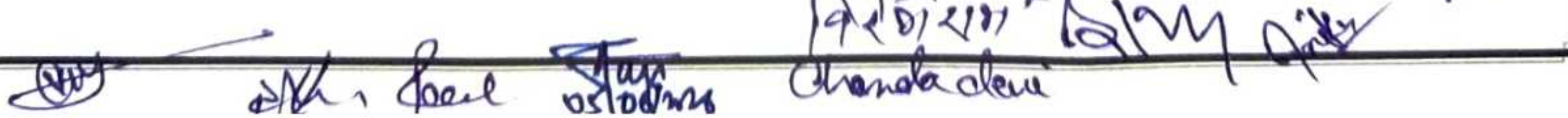
b) To cancel the remainder and pay to the service provider an amount as per discretion of Basantpur Nagar Panchayat for partially completed services and for services previously delivered by the service provider. This will be subject to assessment and verification by Basantpur Nagar Panchayat.

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 the Shops & Establishment Act, Contract Labour Act, Minimum Wage Act etc. and other applicable laws.

4.27 Taxes and Duties

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

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4.28 Currencies

All payments shall be made-in Indian Rupees.

4.29 Outstanding Dues

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

4.30 Legal Jurisdiction

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

4.31 Disputes

That for the purpose of jurisdiction in the event of disputes, if any arising out of the Contract would be deemed to have arisen at Siwan, within the State of Bihar and it is agreed that only the courts of Siwan shall have the exclusive Jurisdiction to entertain or any proceeding in regard to the said dispute.

4.32 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.

4.33 Language

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

[Signature]

[Signature]

[Signature]

[Signature]
Chandadevi

[Signature]

5. Special Conditions of Contract

5.1 TERMS OF REFERENCE

- 5.1.01 The agency shall provide O&M service as per the requirement of Basantpur Nagar Panchayat as and when required & informed by Basantpur Nagar Panchayat.
- 5.1.02 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.
- 5.1.03 The staff deployed by the Agency needs to take all the direction form Basantpur Nagar Panchayat regarding nature of job and place of work, which may vary as per discretion of Basantpur Nagar Panchayat.
- 5.1.04 The successful bidder would obtain valid licenses / permits from the concerned Government Authorities for providing the O&M services. This licenses / permit is to be provided within 15 days of award of contract.
- 5.1.05 If the Authority finds that any of the 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.
- 5.1.06 The agency shall indemnify and keep indemnified the Authority and its office's, 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.
- 5.1.07 Any dispute and/or difference arising out of the work concerning this contract shall be referred to the Executive Officer of the Basantpur Nagar Panchayat and his decision shall be final and binding on the agency.
- 5.1.08 The service provider shall ensure proper conduct of his person in office premises and work site and enforce prohibition of consumption of alcoholic drink, pan, smoking, loitering without work.
- 5.1.09 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.

5.2 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 Executive Officer, Basantpur Nagar Panchayat 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 non-exclusive list: -

- 5.2.01 The agency shall rectify LED faults within 72 working hours of intimation failing which a penalty of Rs 25/- per day per lamp shall be deducted from its monthly bill. However, the upper limit for penalty during the month will be 10 % (Ten Per cent) of the monthly bill submitted by the agency irrespective of the penalties.

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MK

- 5.2.02 The agency is not responding to an inquiry / suggestion / complaint.
5.2.03 The agency is not in compliance of the any law (s).
5.2.04 There are complaints about an agency from reporting heads and the agency is not responding adequately.
5.2.05 There are complaints of fraud and malpractices, and the agency is not complying to the explanations asked.

The penalty may also lead to termination of contract if the performance of agency is found unsatisfactory.

5.3 SCOPE OF WORK

(A) SUPPLYING AND FIXING COMPLETE FIXTURE OF BELOW-MENTIONED TECHNICAL SPECIFICATION

As per attached BoQ.

(B) OPERATION AND MAINTENANCE FOR FIVE YEARS

Quality output from any machine / equipment / appliances depends on its long-term repeat performance. Proper and timely maintenance is the key to its quality performance. Original equipment manufacturers / suppliers / service providers offer maintenance services for different products and equipment in form of a contract.

Operation and Maintenance (O&M), herein, shall mean an agreement with the successful bidder service provider / supplier / manufacturer (hereinafter called service provider) for providing technical support to inspect, repair and maintenance of street lights points (including fixtures) of Basantpur Nagar Panchayat for a period of five years. O&M shall take care of its maintenance to keep it in working condition.

The service provider has to undertake the responsibilities of the assigned works of the predictive maintenance, execution work for rectification in case of breakdown and routine maintenance for street lights points of NPB in NPB area. The procedure for the same shall be as detailed in subsequent clauses. The basic scope of work will be as follows:

1. O&M shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer and service charges.
2. To maintain streetlight Arm / Hangover a/ Angle pipe, Clamps / Brackets, Nut-bolts, etc.
3. To maintain streetlight wiring.
4. To maintain streetlight luminaries.
5. To attend streetlight complaints as per NPB norms
6. Preventive maintenance.
7. Cleaning & washing of streetlight glass cover.

The service provider will perform the services with all reasonable skill and care in accordance with good Industry practice.

Detailed scope of work for street light maintenance shall be as under:

1. WARRANTY

The "bidder" shall extend warranty of the LED luminaire (light) supplied for 2 (two) years covering any manufacturing defects. However, the warranty shall also not be applicable for any damage or malfunctioning of LED streetlight fixtures on account of lightning strike, fire or any kind of

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Act of God beyond the control of either of the Parties including adverse weather conditions, earth quakes, rains, tempest, whirlwind, landslides, storms, volcanic eruptions, fire any calamities, riots, high voltage, phase-to-phase voltage, unauthorized handling, accidents and thefts.

(A) SAFETY

Safety is a prime importance of NPB and our vision is to become zero incident municipal with zero tolerance on safety objective. Therefore, service provider shall provide exactly as specified personal protective equipment (PPE) like electrical safety shoes, safety belts, face shields, composite type rubber hand gloves etc. to each of its employees/workmen deployed at its own cost on individual basis. Service provider shall ensure adequate safety precautions at site as required under the law of land and shall be completely responsible for the complete safety of its workmen as well as other workers, public, equipment, structure at site. Service provider will also be liable for deduction of payment for violation of PTW norms, non-usage of PPEs as well as each fatal and non-fatal accident involving human in a zone if the accidents are attributable solely or partly to the negligence of Service provider or its workers.

1. Safety meeting to be conducted regularly with their own manpower for ensuring safety guidelines. Records of the meeting are to be maintained and shared with management.
2. The service provider shall provide required T&P as per the list provided by NPB. All the testing instruments shall be properly calibrated and of standard make only. It shall be responsibility of service providers to ensure proper functioning of testing equipment & replenish and maintain the T&P on regular basis. Bidder to provide list of equipment he has along with make, model and quantity.
3. The service provider shall be responsible for compliance to provisions of all safety requirements under various notices, acts, rules and relevant applicable legislations.
4. Works shall be carried out by the service provider after taking necessary "permit / licenses from the concerned government to perform the work". Also, the work shall not be carried out without use of protective equipment like shoes, safety belts, helmets etc. adhering to safety compliances.
- 5 NPB shall have the right at its sole discretion to suspend the work till compliance of safety norms, if in its opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and / or property, and / or equipment.

(B) PREVENTIVE MAINTENANCE

The service provider shall prepare & implement three-month preventive maintenance schedule in consultation & coordination with respective nodal officer / engineer-in-charge / any other. The Agency shall conduct the maintenance work of highest quality standards. This three-month preventive maintenance schedule shall cover all the street light points in the NPB geographical area.

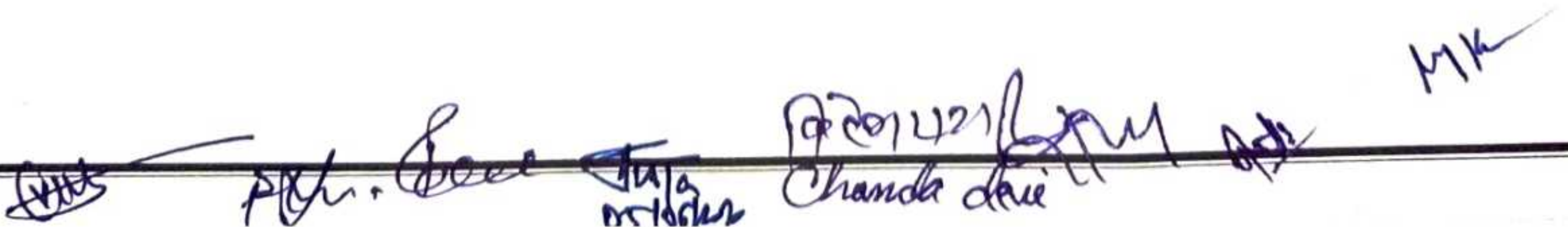
The scope of work to be covered under preventive maintenance schedule shall be as under:

1. Tightening of street light fittings including welding of fittings.
2. Replacement/Repair of LED luminaire 45 W / 70 W / 120 W and their accessories / fittings / fixtures on street lighting.
3. Attending to street light conductor snapping.
4. Repair of conductor snapping.

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5. Repairing of stay wire connecting to the street lighting systems
 6. Cleaning of street lighting fixtures (LED light housing, reflectors, etc.)
 7. Minor trimming of trees
 8. Removing of bird nest / any other unwanted cables /wires /internet & cable TV wires / posters etc.
 9. Pole numbering
 10. Earthing
 11. Jointing of cables
- The vendor shall ensure availability of all necessary tools & tackles and other equipment for carrying out the assigned jobs by their manpower.
 - Inspection of maintenance work done by the service provider shall be carried out by NPB nodal officer / engineer-in-charge / any other on monthly basis. Also, inspection of 20% of total street light points maintained in a particular month shall be carried out by NPB. For the purpose of monthly joint inspections / verification with NPB nodal officer / engineer-in-charge / any other, one day prior intimation shall be given by the service provider.
 - It shall be the responsibility of the service provider to organize to and fro transportation of materials to be used for maintenance purpose, issued from any of the NPB store/ godown to the site of work and back to stores within the area of work.
 - The NPB shall arrange any permission from the local authorities like administration, traffic police, electricity department, etc. Also, shut down shall be provided by the nodal officer / engineer-in-charge / any other.
 - In case of any dispute the matter shall be subject to the jurisdiction of Civil Court Siwan.

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Annexures

Annexure 1. Pre-Qualification Bid Checklist

Sl.	Checklist Items	Compliance
1	RFP Document Fee	
2	Earnest Money Deposit	
3	<ul style="list-style-type: none"> • Copy of Certificate of Incorporation/Registration Certificate • Pan Card • GST Registration • Other documents of eligibility 	
4	Audited financial statement for the last three financial years and / or Certificate from the Statutory Auditor/CA	
5	Declaration of non-blacklisting	
6.	Power of Attorney by Bidder	
7.	Work Experience details and Self-Certification, as applicable	
8.	Certifications Required in Eligibility criteria	

