

**NAGAR PARISHAD, MAHNAR**  
(Govt. of Bihar)



**REQUEST FOR PROPOSAL**  
**FOR**

**Empanelment for Repairing of drain , cross drain, slab, Road, Building, Installation of Hume Pipe, other miscellaneous works and necessary supply items which are required etc. from Ward No 01- 27 of Nagar Parishad, MAHNAR Area.**

**NIT NO: 04/ 2026-27**  
**Issued on Date :- 16/06/2026**

**Issued By:-**

Office, Nagar Parishad, MAHNAR.  
Mahnar Block Campus, Ward No.- 02, MAHNAR, (844506)  
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Website: <https://state.bihar.gov.in>

**DISCLAIMER:**

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


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

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

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

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

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

  
16/6/26  
EXECUTIVE OFFICER  
NAGAR PARISHAD MAHNAR  
16/6/26

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**INVITATION FOR BIDS  
REQUEST FOR PROPOSAL**

**Nagar Parishad MAHNAR invites online proposals for Empanelment for Repairing of drain , cross drain, slab, Road, Building, Installation of Hume Pipe, other miscellaneous works and necessary supply items which are required etc. from Ward No 01- 27 of Nagar Parishad MAHNAR.**

Details of schedule for the bid are given below:-

1	Designation and Address of Advertiser	Executive Officer, Nagar Parishad Mahnar
2	Date of issue of Tender Notice	16.06.2026
3	Online Sale/ Download Date of Tender documents	01.07.2026 (10:30 AM) ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
4	Pre-bid Meeting Date (Only two members per bidder are allowed).	01.07.2026 (Offline) at the Nagar Parishad Mahnar Office, at 11:00 AM
5	Last Date for Submission of Bids (online)	07.07.2026 (03:00 PM) ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
6	Opening of Technical Bids	09.07.2026 (03:30 PM) ( <a href="https://eproc2.bihar.gov.in">https://eproc2.bihar.gov.in</a> )
7	Date of opening of Financial bids	To be informed later to technically qualified bidder
8	Cost of bidding document (tender fee)	Tender fee rupees 2,500.00 [(Rupees Two thousand Five Hundreds only) (Non Refundable) to be paid through Online mode i.e. Internet payment gateway (Credit card, Debit Card), Net banking, Online challan and NEFT/RTGS.
9	EMD	Rs.- 25,000.00 [(Rupees Twenty Five thousand only) (refundable)] in the form of Online mode i.e. Internet payment gateway (Credit card, Debit Card), Net banking, Online challan and NEFT/RTGS.

The preferred Bidder/Firm/Agency would be Empanelled through a single-stage two-part competitive bidding process based on evaluation of technical and financial proposal. The bidders are expected to submit their proposal in accordance with the instruction provided in the RFP. Detailed Request for Proposal (RFP) incorporating instructions for submission of bid and other relevant information's will be available on <https://eproc2.bihar.gov.in> and Nagar Parishad MAHNAR Office From bid start date. Any Contractor registered with RCD/RWD/BCD/BUIDCO may participate in this Tender. For participating in E-tendering process, the contractor shall have to get themselves registered to get user ID, Password and Digital Signature. This will enable them to access the website [www.eproc2.bihar.gov.in](http://www.eproc2.bihar.gov.in) and download/participate in E-tender. The authority shall have the right to cancel the tender/RFP at any time without assigning any reason what so ever.

Amendment/Corrigendum to RFP/NIT, if any would be published on website <https://eproc2.bihar.gov.in> only.

RFP document shall be available on website: <https://eproc2.bihar.gov.in>

For Queries & Clarifications, send e-mail to: [nagarparishadmahnar@gmail.com](mailto:nagarparishadmahnar@gmail.com)

  
 Executive Officer,  
 Nagar Parishad, Mahnar.

  
 16/6/26

## Instructions for Online Bid Submission

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



12. The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded. If they feel that the complete file is not uploaded, then they should click on cancel & update the same.
13. Before submission, the bidders should satisfy themselves of download ability/ visibility of the scanned & uploaded file by them.
14. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last hour's technical snags.
15. In exceptional circumstances, the competent authority, NPH may solicit the Bidder's consent to an extension of the period of validity.
16. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
17. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given for respective tenders in e-Procurement website (<https://eproc2.bihar.gov.in/>) at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness /authenticity.
18. Corrigendum/ Addendum, if any, will be published on the website itself.
19. Bidder should submit the Tender Fee/ EMD, pre-qualification bid and the Technical Bid in hard copy also as per Clause of this RFP. The Financial bid should be submitted only online. The Financial bid submitted in hard copy shall be treated as non-responsive and eligible for rejection. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
20. The bidder has to select the payment option as per e-proc 2.0 instructions.
21. The details of the tender fee /EMD/ any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
22. A bid processing fee of amount ( as per eproc2.0 ) and Tender document / RFP fee of Rs 2500( Two Thousands Five hundred rupees only ) to be paid only through e-payment modes i.e Internet Payment Gateway (Master or Visa Card)/ Internet Banking/ NEFT or RTGS towards charges for online processing charges of BELTRON.
23. For any queries regarding Tendering process, the bidders may contact at address as provided in the tender document(RFP).

**SECTION -1**  
**INSTRUCTION TO BIDDERS**

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## 1. Introduction

Nagar Parishad MAHNAR, Administration is facing a problem to solve the issue for repairing of cross drain, drain and slab on regularly basis, To solve the issue related to it Administration and Standing committee of NPH has taken a decision to Empanel Contractor/Agency/ Firm registered from Bihar Public Works Department. Empaneled Contactor/Agency/Firm will assure to provide mentioned work illustrated in scope of work as per RFP on Regularly basis or As Per Complaint received from public.

Cost of preparation of the proposal shall be borne by the bidder regardless of the outcome of the proposal. The proposal offered should contain all the work envisaged under the scope of work and those proposals giving only part of the work will be rejected.

At any time before the submission of the tender, Nagar Parishad MAHNAR has the right to modify the objectives and the terms of reference either on its own initiative or in response to the clarifications requested by the bidders and such changes or modifications will be intimated to the bidders. Nagar Parishad MAHNAR also reserves the right to extend the deadline for submission of the proposal or cancellation of the entire process as a whole without assigning any reason.

Nagar Parishad Mahnar					
Name of ULB	Town Status	Name of District	Population (Census 2011)	Area in (sq km)	No. of Wards
Nagar Parishad Mahnar	MAHNAR	Vaishali	48293	10.2	27

## 2. Requirement for submission of proposals

The proposal should contain all the information requested on both technical and Financial terms.

The proposal should also be submitted along with the project experience support documents which is required as evidence for the information furnished by the bidders.

## 3. Bid Document Fees

Interested parties are required to purchase bid document online from <https://eproc2.bihar.gov.in/on> payment of Rs. 2500/- (Rupees Two Thousand Five Hundred only) (non-refundable) by online payment.



#### **4. Earnest Money Deposit (EMD)**

The Interested Parties are required to submit along with the Proposal an Earnest Money Deposit (EMD) of Rs.25000/- (Rupees Twenty-Five Thousand Only) (refundable) in the form of Online mode i.e. Internet payment gateway (Credit card, Debit Card), Net banking, Online challan and NEFT/RTGS.

##### **4.1. Return of EMD of unsuccessful Bidder**

The EMD of the unsuccessful bidders shall be refunded to them without interest, after the contract has been finalized and work has been awarded by Nagar Parishad MAHNAR or after the date of expiry of Validity of offer, unless the validity of offer is extended by mutual consent.

##### **4.2. Return of EMD of successful Bidder**

The EMD paid by the Successful Bidder shall be refunded to the bidder without interest, within 15 days of signing the agreement with the successful bidder. The EMD shall be forfeited in case the bidder fails to sign the agreement. The EMD could also be adjusted against the performance security which will be submitted by successful bidder

#### **5. 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.

#### **6. Preparation of Proposal**

6.1 The bidder is expected to examine all terms and instructions included in the bid document. Failure to provide all requested information will be at bidder's own risk and may result in rejection of the bidder's proposal.

6.2 Bidders shall submit their technical proposal with a covering letter enclosing the following in envelope superscripted as given under against each enclosure :- Outside Envelope, the proposal to be provided by the bidder shall have following

Technical Proposal (one copy) in sealed envelope and superscripted on the envelope as "Enclosure : Technical Proposal".

The technical proposal to be provided by the bidder shall be prepared as per Format mentioned in RFP.

### 7. Eligibility criteria -

S.NO	Details	Support documents to be submitted
1	The bidder should be Registered from Bihar Public works Department i.e Road Construction Department, Building Construction Department, Public Health Engineering Department etc	Contractor/Agency /Firm Registration from Bihar Public works Department.
2	The Bidder should have experienced in Works Department from state Government in last three years i.e. FY 2023-24, 2024-25, 2025-26.	A self-declaration of Experience with enclosure of work order or agreement copy.
3	The Bidder should have positive net worth in last 3 consecutive financial Years	Certified copy of Audited Financial Statement from Chartered Accountant / Auditors Statutory Report.
4	Average annual turnover for last 3 financial years i.e.( 2022-23,2023-24,2024-25) of at least Rs 10 Lakhs.	Certified copy of Audited Financial Statement from Chartered accountant / Auditors Statutory Report.
5	The Bidder should not have been blacklisted/ debarred by any State Government /Central Government departments/PSUs/ at the time of submission of bid.	A self-declaration on the Bidder's letter head and also on Rs 100 affidavit plus Rs 25 Welfare ticket as per Annexure attached in this RFP
6	The Bidder's should not be owned or controlled by any Director or Employee (or Relatives) of NPH, both present and those who have retired in the last five years.	A self-declaration on the Bidder's letter head and also on Rs 100 affidavit plus Rs 25 Welfare ticket as as per Annexure attached in this RFP
7	The Bidder should have Tools and Plant i.e Mixture Machine , Vibrator, Centering Plate(MS) And Water Tanker	If mentioned Tools and plant is owned by bidder then self declaration on the bidder letter head is to be submitted. In case bidder is hiring a mentioned Tools and Plant then Bidder and Owner from which bidder is hiring Tools and Plant has to submit affidavit on Rs 100 plus Rs 25 Welfare ticket as per Annexure attached in this RFP
8	Character Certificate	Character Certificate issued from Superintendent of police.
9	Valid PAN card with last three years ITR and GST registration in India.	Document related to PAN, ITR and GST.

The bidders should ensure that they provide the following documents in support of their claims failing which the information submitted would not be evaluated.

- Copy of Certificate of Incorporation in case of Companies.
- Certificate from a Chartered Accountant certifying the Average Annual Turnover for the years under consideration should also be certified by the CA.
- Work Orders/Agreements for the Experience claimed.

- Any other additional information as may be deemed necessary by the bidder/ applicant.

## 8. Proposals by Consortium

**The Bidder should be a sole entity. No Consortium or JV is allowed to bid for this tender.**

## 9. Submission of Proposal

The Technical proposal containing the covering letter and all the details of the proposal as described under Eligibility criteria and appendix will be submitted in envelope namely, "Technical Proposal" in online. The financial proposal should be submitted online only. The Technical proposal and financial proposal will be submitted as per format provided in this RFP only.

The offers received before the deadline will be opened in front of the bidders /their representatives immediately after the deadline by the office except the "financial proposal". The date, time and venue for financial proposal opening will be notified through online at <https://eproc2.bihar.gov.in/>.

RFP document can be downloaded from the website of <https://eproc2.bihar.gov.in/>. However, the bids of only those Applicants shall be considered for evaluations who have made payment of Rs 2500/- (Rs Two thousand Five Hundred 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 2500/- (Rs Two thousand Five Hundred only) is Non Refundable and is to be paid through only online mode as per eproc2 guidelines.

## 10. Basis for Award of Contract

The selection criteria for awarding of the contract for this work will be based on technical and financial evaluation of the offer made by the applicant/bidder. The evaluation of technical proposal will be based on the Firm's experience and the experience of the personnel. The submissions without relevant supporting documents like mandate letter/ agreement/ completion certificate will not be considered for evaluation. All the supporting documents should be duly attested / notarized.

The Technical Proposal Submitted by the bidder/applicant shall be evaluated on the basis of evaluation criteria as mentioned.

### **11. Proposal Validity Period**

The Bid shall be kept valid for a period of one hundred twenty (120) days from the Proposal due date (PDD) which is stipulated lastdate for submission of bids as mentioned hereafter. The overall offer including key personnel proposed for the assignment and bidders quoted prices shall remain unchanged during the period of validity. In case the Bidder withdraws, modifies or changes his offer during validity period, the Earnest Money Deposit paid by him shall be forfeited forthwith, without assigning any reason thereof.

### **12. Evaluation of Offers**

#### **12.1. Technical Proposal**

Applicants shall submit the signed technical proposal online [www.eproc2.bih.gov.in](http://www.eproc2.bih.gov.in) in the formats at Appendix (the "Technical Proposal")

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

1. The Bid Security is submitted as per the provisions laid down in this RFP.
2. All forms are submitted in the prescribed formats and signed by the prescribed signatories; Power of attorney, if applicable, is executed as per Applicable Laws;

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

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

In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Agency, as the case may be.

In such an event, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority

**Maximun 15(Fifteen)** Technical Qualified Bidders will be empaneled to Nagar Parishad Mahnar and work will be awarded as per requirement.

In the event that more than 15 (Fifteen) Bidders Technically Qualified. **The first 15 (Fifteen)** Bidders will be empaneled through lottery.

The bids are liable to be rejected if information is not provided in the desired formats, financial bid will be opened for those bidder which is technically qualified.

#### **(b) Financial Proposal**

The Financial Proposal shall be submitted as per format given in this RFP. Financial Proposal will be inclusive of all taxes and levies. The bidder shall fully familiarize themselves about the applicable Domestic taxes (such as: Income taxes, duties, fees, levies) on amounts payable by the Employer under the Contract. All such taxes must be included by the Bidder in the financial proposal. it is clarified that financial quotations Bidder accept the rate on SOR through NIQ for specific works, as and when required, shall be invited only from the empaneled agencies,

#### **13. Language of Bids**

All information in the bid shall be in English. Information in any other language shall be accompanied by its translation in English. Failure to comply with this shall disqualify a bid. In the event of any discrepancy in meaning, the English Language copy of all documents shall prevail.

#### **14. Signature of Bidder**

The bid must contain the name, residence and place of business of the authorized person or persons making the bid and must be signed by the Bidder/applicant with his usual signature. The names of all persons signing shall be stamped, typed or printed below the signature. Bids by Corporation / company must be signed with the legal name of the Corporation / Company by the President / Managing Director or other person or persons authorized to bid on behalf of such Corporation / Company in the matter. Significant evidence of authority of the person signing on behalf of the Bidder/ applicant in the form of Power of Attorney shall be furnished with the Bid.

#### **15. Award of Contract**

The contract for this would be awarded to the best qualified and responsive Bidder offering the bid in conformity with the requirements of these specifications and documents.

Notification on Award of Contract will be made in writing to the successful Bidder by Nagar Parishad MAHNAR. The bids received and accepted will be evaluated by Nagar Parishad MAHNAR to ascertain the best offer with due weight age to technical and least Cost of financial proposals, for the complete works/services under these specification and documents. The selection of bidder/applicant will be at the sole discretion of Nagar Parishad MAHNAR and Nagar Parishad MAHNAR reserves the right to accept or reject any or all the bids without assigning any reason. Nagar Parishad MAHNAR reserves the right to call for additional information from the bidder/applicants.

#### **16. Notification of Award**

The following will be the sequence of activities after issue of Letter of Award.

Performance Security of Rs 5,000 (Rupees Five Thousand) shall be provided by awarded bidder at the time of work order / agreement in the form of Bank Guarantee /DD/ FD which should be in the favor of Executive Officer Nagar Parishad MAHNAR Payable at MAHNAR which will be valid for the agreement period and 5% of the bill value can be deducted from the every running bill which shall be deemed to be Performance Security for the purpose of this clause, which may be forfeited and appropriated in accordance with the provisions hereof.

Signing of Contract agreement on non-judicial stamp paper of Rs.1000 in the specified format of Nagar Parishad MAHNAR with variation if any, within fifteen (15) days from the date of issuance of letter of award.

**Note :- Maximun 15(Fifteen) Technical Qualified Bidders may be empaneled to Nagar Parishad Mahnar and work will be awarded as per requirement.**



**SECTION -2**  
**TERMS OF REFERENCE**



## 1. Objectives

Aim for this project is to provide urgent service related to the complaint received by NPH authority to do repairing work of cross drain, drain and slab. This arrangement/ service facilitate to comply mentioned related work.

## 2. Scope of work

Empanelled Bidders has to work or execute the work as per instruction given by NPH Authority.

Bidder has to resolve the complaint related to repair of drain, cross drain, slab, Road, Building, Installation of Hume Pipe, other miscellaneous works and necessary supply items which are required etc.

Bidder has to execute the work given by NPH authority as per the sanctioned estimate prepared by Engineer in Charge.

For the Execution of work Estimate should be as per SOR Rate only for each items and maximum value of estimate shall be upto 1 Lakhs each time as per UD&HD Vide letter no-5564 on dated 19.05.2026.

## 3. Period of Services

The Empanelment of Bidder shall be for the period of 12 (Twelve months from the date of Consultancy services agreement signed between the NPH and the Bidder including contract administration. In the event of delay, no escalation shall be permissible to the Bidder. Nagar Parishad MAHNAR has the right to extend Bidder's term by additional 12 months on its discretion.

## 4. Performance Security & DLP

- Successful bidder will have to execute an agreement on a Non-Judicial Stamp of appropriate value within a period of 30 days of receipt of order and Performance Security of Rs 5,000 (Rupees Five Thousand) shall be provided by awarded bidder at the time of work order / agreement in the form of Bank Guarantee /DD/ FD which should be in the favor of Executive Officer Nagar Parishad MAHNAR Payable at MAHNAR which will be valid for the agreement period and 5% of the bill value can be deducted from the every running bill which shall be deemed to be Performance Security for the purpose of this clause, which may be forfeited and appropriated in accordance with the provisions hereof. The Defect Liability Period (DLP) of work shall be for one(1) year, 5% of deducted bill value from every running bill and performance security will be Released after completion of DLP.



- The Performance Security shall be in the form of DD/BG/ FD in the name of Executive Officer Nagar Parishad MAHNAR Payable at MAHNAR.
- The Performance Security shall be valid for the entire project duration and shall be refunded after expiry of 1 Month of contract period/extended period provided there is no breach of contract on the part of Bidder.
- Failure of the Successful Bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the Performance Security.
- Performance Security amount in full or part may be forfeited in the following cases:
  - When the terms and conditions of contract is breached.
  - When the bidder fails to make complete supply services satisfactorily.
  - Notice of reasonable time will be given in case of forfeiture of security deposit.
  - Failure of the successful bidder to comply with the requirement of the contract shall constitute sufficient grounds, to award the contract to the next lowest evaluated bidder or call for new bids



**Section - 3**  
**General terms of Contract**

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## General conditions of contract

### 1. Definitions

Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings

- "Applicable law means" the law and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- Contract means the contract signed by the parties, to which these General Conditions of Contract are attached, together with all the related documents of such signed contract;
- "Company," "Employer," "Client," "CORPORATION," means Nagar Parishad MAHNAR (NPH); represented by the Executive Officer or any officer so nominated by the Municipal Commissioner;
- Bidder "wherever mentioned in this Contract Agreement and includes and sub Bidders or Associates engaged by the primary Bidder.
- "Effective Date" means the date on which this contract comes into force and effect.
- "Engineer In charge" means a firm of Bidders, or a person or an officer so nominated by Nagar Parishad MAHNAR for this work.
- Government means the Government of India;
- Key Personnel "means such persons who at the time of being so hired had their domicile inside India and Key Personnel "mean the personnel
- "Local Currency" means Indian Rupees;
- "Party" means the client or the Bidder, as the case may be and parties means both of them;
- "Personnel" means persons hired by the Bidder or by any sub Bidder as employee and assigned to the performance the services or any part there of;
- "Services" means the work to be performed by the Bidders pursuant to this contract for the purposes of the project, as described in Terms of reference here to;
- State Government "means the State Government of Bihar
- "Sub Bidders" means any entity to which the Bidders sub contract any part of the services in accordance with the provisions;
- "Third Party" means any person or entity other than the Government, the Client, the Bidders or a sub Bidder;
- "Technical Proposal" means the Technical Proposals submitted by the Bidder and accepted by the client

## 2. General Provisions

### 2.1. Relations between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the client and the Bidders. The Bidders, subject to this contract, have complete charge of Personnel performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder.

### 2.2. Law Governing Contract

This contract, its meaning, interpretation, and the relation between the parties shall be governed by the applicable law of India.

### 2.3. Language

This contract has been executed in English, which shall be binding and controlling language for all matters relating to the interpretation of this contract.

### 2.4. Headings

The headings shall not limit, alter or affect the meaning of this contract.

### 2.5. Notices

(a) 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 communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the addresses specified as under:

For the Client Executive Officer, Nagar Parishad MAHNAR, Rambalak Chowk, MAHNAR, 844101, INDIA. For the Bidders:

Attention: (Name of Authorized Representative) Address: Telephone: Fax:

(b) Notice will be deemed to be effective as follows:

- In the case of personal delivery or registered mail, on delivery
- In the case of telexes, (24) hours following confirmed transmission;
- In the case of telegrams, (24) hours following confirmed transmission; and
- In the case of facsimiles, (24) hours following confirmed transmission

(c) A party may change its address for notice hereunder by giving the other party, advance notice of such change.

### 2.6. Location

The services shall be performed at such locations as approved by the client hereto and, where the location of a particular task is not so specified, at such locations, whether in India or elsewhere, as the client may approve.

### 2.7. Authorized Representatives

Any action required or permitted to be taken and any document required or permitted to be executed under the Contract by the Client or the Bidders be taken or executed by the officials as under: For the Client: Designated by: Executive Officer Nagar Parishad MAHNAR for the Bidder:

### 2.8. Taxes and Duties

The Bidder and the personnel shall pay the taxes and other impositions levied under the existing amendment or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed including Goods & Services Tax (GST) of state and central government as applicable.

## 3. Conflict of Interest

(i) An Applicant shall not have a conflict of interest that may affect the Selection Process or the Work (the "**Conflict of Interest**"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as per Discretion of NPH genuine pre-estimated compensation and damages payable to the Authority for, *inter alia*, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise.

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

## 4. Number of Proposals

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

## 5. Cost of Proposal

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

## 6. Site visit and verification of information

Applicants are encouraged to submit their respective proposals after visiting Nagar Parishad MAHNAR Office and collection of data and information required if any.

## 7. 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 agreed to be bound by the undertaking provided by it under and in terms hereof.
- ii. The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

#### **8. Right to reject any or all Proposals**

- i. Not with standing anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time (before entering into an agreement) without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

- ii. Without prejudice to the generality of Clause, the Authority reserves the right to reject any Proposal if:

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

(b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

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

#### **9. Clarifications**

Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by e-mail so as to reach before the date mentioned in the Schedule of Selection Process.

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

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

### **10. Amendment of RFP**

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

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

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

#### **a. 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.

#### **b. 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.

## 11. APPOINTMENT OF AGENCY

### a. Negotiations

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

### b. Indemnity

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

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

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

### c. Award of Work

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

### d. Execution of Agreement

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



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

**e. Commencement of assignment**

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

**f. Proprietary data**

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

**12. 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 herein above and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Agency, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

(a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Agency/ adviser of the Authority in relation to any matter concerning the Project;

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

(c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

(d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

(e) "**restrictive practice**" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 13. PRE-PROPOSAL/PRE-BID CONFERENCE

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

### 14. MISCELLANEOUS

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

- (ii) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Applicant in order to receive clarification or further information;
  - (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
  - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- (iii) It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- (iv) All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- (v) The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.
- (vi) The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.

### 15. Disqualification

- a) NPH may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has:
- b) Submitted the Proposal documents after the response deadline.
- c) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- d) Exhibited a record of poor performance such as doing as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- e) Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- f) Failed to provide clarifications related there to, when sought.
- g) Declared ineligible by any Department or office of Government of Bihar for corrupt and fraudulent practices or blacklisted
- h) Submitted a proposal with price adjustment / variation provision.

## 16. Force Majeure

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

## 17. Termination

### 17.1 Termination for Default

The NPH may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the service provider, terminate the Contract in whole or part:

- 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 NPH pursuant or
- b) if the service provider fails to perform any other obligation(s) under the Contract.
- c) The Selected Bidder will be bound by the details furnished by it to the Authority while submitting the tender at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for action termination of the Agreement.
- d) If the service provider, in the judgment of the NPH has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.  
"Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;"

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

17.2 In the event NPH terminate the Contract in whole or in part, NPH may procure the services, upon such terms and in such manner as it deems appropriate and the service provider shall be liable to

the NPH for any excess costs for such similar services. However, the service provider shall continue the performance of the Contract to the extent not terminated.

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

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

#### 17.5 Terminations for Insolvency

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

17.6 Termination of Contract for Failure to Become Effective - If this Contract has not become effective within six (6) months of the date hereof, either Party may, by not less than four (4) weeks written notice to other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

#### 17.7 Termination by Bidder

The Bidders may, by not less than thirty (30) days issue written notice to the client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) to (b).

(a) If, as the result of Force Majeure, the Bidders are unable to perform a material portion of the services for a period of not less than sixty (60) days; or

(b) If the client fails to comply with any final decision reached as a result of arbitration pursuant to Clause hereof.

### 18. Taxes and Duties

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

### 19. Outstanding Dues

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

### 20. Legal Jurisdiction

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

### 21. 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.

### **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to clauses hereof, or upon expiration of this Contract to Clause hereof, all rights and obligations of the parties hereunder shall cease, except:

- (a) Such rights and obligations as may have accrued on the date of termination or expiration;
- (b) Any right which a Party may have under the applicable Law.

### **Accounting, Inspection and Auditing**

The Bidders (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof and (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration of termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the client.

### **Fairness and Good Faith**

#### a) Good Faith

The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. b) Operation of the Contract

The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the Contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either party believes that this Contract is operating unfairly, the parties will use their best efforts to agree on such actions as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause

### **Foreclosure**

- a) The client may, by not less than thirty (30) days issue written notice of foreclosure (the expiry of the notice period whereof being the date of termination) to the Bidder, without assigning any reason whatsoever at any stage of the contract, terminate the contract.
- b) Upon termination of this contract due to foreclosure, the Bidder shall take necessary steps



to bring the work to a close in a prompt orderly manner and shall handover all the documents / reports prepared by the Bidder up to and including the date of termination to the Client.  
c) The Bidder shall be duly paid for the works carried out and services rendered till the date of termination.

Compensation for Delay in completing the Consultancy Services within accepted / stipulated time period



**APPENDIX-1**  
**FORMATS OF TECHNICAL PROPOSAL**

A handwritten signature in black ink, consisting of a stylized initial followed by a horizontal line.A handwritten signature in black ink, featuring a vertical line and a curved stroke below it.A handwritten signature in blue ink, appearing as a cursive scribble.

# FORM 1 : ELIGIBILITY CRITERIA

S.NO	Details	Support documents to be submitted
1	The bidder should be Registered from Bihar Public works Department i.e Road Construction Department, Building Construction Department, Public Health Engineering Department etc	Contractor/Agency /Firm Registration from Bihar Public works Department.
2	The Bidder should have experienced in Works Department from state Government in last three years FY 2023-24, 2024-25, 2025-26.	A self-declaration of Experience with enclosure of work order or agreement copy.
3	The Bidder should have positive net worth in last 3 consecutive financial years	Certified copy of Audited Financial Statement from Chartered Accountant / Auditors Statutory
4	Average annual turnover for last 3 financial years ( 2022-23,2023-24, 2024-25) of at least Rs 10 Lakhs.	Certified copy of Audited Financial Statement from Chartered accountant / Auditors Statutory Report.
5	The Bidder should not have been blacklisted/ debarred by any State. Government /Central Government departments/PSUs/ at the time of submission of bid.	A self-declaration on the Bidder's letter head and also on Rs 100 affidavit plus Rs 25 Welfare ticket as per Annexure attached in this RFP
6	The Bidder's should not be owned or controlled by any Director or Employee (or Relatives) of NPH, both present and those who have retired in the last five years.	A self-declaration on the Bidder's letter head and also on Rs 100 affidavit plus Rs 25 Welfare ticket as as per Annexure attached in this RFP
7	The Bidder should have Tools and Plant i.e Mixture Machine , Vibrator, Centering Plate And Water Tanker	If mentioned Tools and plant is owned by bidder then self declaration on the bidder letter head is to be submitted. In case bidder is hiring a mentioned Tools and Plant then Bidder and Owner from which bidder is hiring Tools and Plant has to submit affidavit on Rs 100 plus Rs 25 Welfare ticket as per Annexure attached in this RFP
8	Character Certificate	Character Certificate issued from Superintendent of police .
9	Valid PAN card with last three years ITR and GST registration in India.	Document related to GST and PAN.

**Note :- Maximun 15(Fifteen) Technical Qualified Bidders will be empanelled to Nagar Parishad MAHNAR and work will be awarded as per requirement .**

**FORM 2: FORMAT FOR SUBMISSION OF LETTER OF PROPOSAL & TECHNICAL BID**

Date.....

To,

The Executive officer,

Nagar parishad MAHNAR

Sub.: **Empanelment for Repairing of drain , cross drain, slab, Road, Building, Installation of Hume Pipe, other miscellaneous works and necessary supply items which are required etc from Ward No 01- 27 of Nagar Parishad Mahnar."**

We hereby propose to provide consultancy services for **Empanelment Repairing of drain , cross drain, slab, Road, Building, Installation of Hume Pipe, other miscellaneous works and necessary supply items which are required etc from Ward No 01- 27 of Nagar Parishad MAHNAR**" as outlined in your bidding document. We have understood the instructions and the terms and conditions mentioned in the Bid Documents furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of work required. We hereby confirm our acceptance and compliance to the provisions and terms & conditions contained in the Bid Documents. Our proposal shall remain valid for acceptance for four months from the last date of submission of the offer. We confirm that the prices quoted by us in the "Financial Bid" are firm and shall not be subject to any variation for the entire period of the contract. We further confirm that any deviation to the clauses found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implication whatsoever to NPH, failing which the Bid Security may be forfeited. We certify that all the information provided in our bid, including the information regarding the team members, are true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with NPH for a period of maximum two years from the date of such disqualification.

Yours truly,

Signature

Name

Designation

Stamp

Place:

**FORM 3(a): Affidavit Format to be Submitted on Rs 100 Non-Judicial Stamp Paper**

\_\_\_\_\_

मैं अधोहस्ताक्षरी (साफ-साफ बड़े अक्षरों में नाम)..... सुपुत्र/सुपुत्री/पत्नी  
श्री..... शपथ पूर्वक घोषणा करता/करती हूँ कि-

- (क) मेरे/हमारे विरुद्ध किसी प्रकार का अपराधिक मामला किसी भी न्यायालय में विचाराधीन नहीं है।
- (ख) मुझे/हमें किसी सरकार/अर्द्धसरकारी प्रतिष्ठान द्वारा कम्प्यूटर टर्म्सबासपेजमक एवं विगत एक वित्तीय वर्ष के अन्दर किसी कार्यो को विखंडित (त्मेबपदकमक) नहीं किया गया है।
- (ग) मेरे/हमारा कोई निकटतम संबंधी (अभिप्राय है पति/पत्नी, माता/पिता, भाई/बहन तथा इस तरह के ससुराल पक्ष के संबंधी) संबंधित कार्य प्रमण्डल के कनीय अभियंता/सहायक अभियंता/कार्यपालक अभियंता/प्रमण्डलीय लेखा पदाधिकारी/लेखापाल के रूप में कार्यरत नहीं है।
- (घ) निविदा में संलग्न सभी प्रमाण पत्र, कागजात विवरणी जाली एवं गलत नहीं है।
- (ङ) मैं प्रमाणित करता/करती हूँ कि मेरे द्वारा दी गई उपर्युक्त जानकारी मेरे ज्ञान और विश्वास के अनुसार सत्य है, यदि मेरे द्वारा दी गई जानकारी असत्य/गलत पायी जाती है तो मैं पूर्ण रूप से जानता/जानती हूँ कि दिये गये प्रमाण पत्र के आधार पर आवंटित किया गया कार्य निरस्त कर दिया जायेगा।
- उपर्युक्त कंडिकाओं क,ख,ग एवं घ में गलत सुचना देने को दोषी पाये जाने अथवा कंडिका ड में से कोई भी अभिलेख असत्य, नकली, जाली, पाये जाने पर सक्षम प्राधिकार द्वारा अग्रधन की राशि जप्त कर लिया जायेगा तथा मेरे/हमारे विरुद्ध विविसम्मत कार्रवाई करने के लिए विभाग स्वतंत्र होगा।







**FORM 3(b): Affidavit Format to be Submitted on Rs 100 Non-Judicial Stamp Paper for Tools And Plant**

I .....(Name and Address ) do hereby solemnly affirm and declare as under:-

That I shall Taken /Given/ the following equipment and machineries on HIRE/ LEASE to contractor .....(Name and Address) for the mentioned work

Machinery and tools details are as follows :

a) .....

b) .....

That the contents of this affidavit are true and correct to the best of my knowledge and belief.



## Form 4: Experience Format

Details of their experience in the field underreference

Sr. No	Name of Assignment	Client	Agreement No/ Work Order No	Scope In Brief
1				
2				
3				

Name:

Designation:

Date:

Signature:

Stamp:



**Form 5: Format for Financial Capability of the Bidder**

Bidder*	-----(Name of Bidder)				
F.Y.	2022-23	2023-24	2024-25	Total	Average
Annual Turnover					
Net Profit					

**Certificate from the Statutory Auditor**

This is to certify that..... (name of the Bidder)  
has received the payments and earned net profit shown above  
against the respective years.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorized signatory)

The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.





# Form 6 : FORMAT FOR SUBMISSION OF THE FINANCIAL BID

Sr. No	Item	Unit	Rate (As per SOR)
1	Bidder accept the rate on SOR with respect to Estimated amount prepared by Engineer in Charge .	work	Yes/No

Date :

Place :

Signature of Authorized Persons :

Full Name:



# Form 7- Power of Attorney for authorized signatory signing the Proposal

Know all men by these presents, We \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/ Ms (name), \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposals[s] to Nagar Parishad MAHNAR (NPH), including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to NPH, representing us in all matters before the NPH, signing and execution of all Agreements and Undertakings consequent to acceptance of our Proposal, and generally dealing with NPH in all matters in connection with or relating to or arising out of our Proposal for the said tender and/ or upon award thereof to us and/or till the entering into Agreements with NPH.

AND

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

In witness whereof we, \_\_\_\_\_, the above named principal have executed this power of attorney on this \_\_\_\_\_ day of \_\_\_\_\_, 20--- for -----

(signature)

(name, title, address)

WITNESS:

- 1.
- 2.

[NOTARIZED]

- 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.
- Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.