Government of Bihar

LABOUR RESOURCES & MIGRANT WORKERS WELFARE DEPARTMENT

बिहार सरकार

Request for proposal (RFP)

RFP Reference No LRMWWD/Manpower/2026-27/02

Dated: - 17/09/2026

LRMWWD

Invites

Request for Proposal (RFP) for Selection and empanelment of Manpower Supply Agency (SA) for Supply of various manpower in Labour Resources and Migrant workers Welfare Department and Other offices within the Department.

Issued by: -

Labour Commissioner,

Labour Resources and Migrant Workers Welfare Department

Address – 3rd Floor, Block B, Niyojan Bhawan, Income Tax Circle, Jawaharlal Nehru Marg

Patna, Bihar - 800001

Tel - 0612-2535559, Email - lcbihar@bihar.gov.in

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BIDDERS ARE REQUESTED NOT TO QUOTE ANY THING AT THIS PAGE

LABOUR RESOURCES & MIGRANT WORKERS WELFARE DEPARTMENT

B Wing, 3rd Floor, Niyojan Bhawan,

Near Income Tax Golamber, Patna - 800001

Email ID: **lcbihar@bihar.gov.in**

Notice Inviting Request For Proposal

Labour Resources and Migrant workers Welfare Department invites Request for Proposal (RFP) for Selection and empanelment of Manpower Supply Agency (SA) for Supply of various manpower in Labour Resources and Migrant workers Welfare Department and Other offices within the department under a Two-Bid System: Technical and Financial bid from eligible bidders.

Please note the following data sheet.

SN	Activity	Date/Time: Duration
1.	Online Sale/Download date of RFP document	From 21.09.2026, 11:00 Hrs (https://www.eproc2.bihar.gov.in)
2.	Last Date of sending pre-bid queries by e-mail	Date-25.09.2026 up to 18.00 Hrs. to email ID: **lcbihar@bihar.gov.in**
3	EMD, Tender Fee and Tender Processing Fee	1) EMD (Refundable): Rs 10,00,000/- (Rupees Ten lakh only) in online form/Bank Guarantee. 2) Tender Fee (Non-refundable): Rs 5900/- (Rupees Five Thousand and Nine Hundred Only) through online mode only. 3) Tender Processing Fee (Non-refundable): Rs 1180/- or an amount reflecting on eproc2 portal through online mode only.
4.	Date, Time and Place of Pre-Bid Meeting	Pre-bid meeting will be held at Manthan Hall, Labour Resources and Migrant workers Welfare Department B Wing, 1st Floor, Niyojan Bhawan, Near Income Tax Golamber, Patna – 800001 on 28.09.2026 at 3:00 PM
5.	Publishing of Pre-Bid queries response	Will be published on best effort basis at e-Proc2 website/Deptt website.
6.	Last Date/Time for submission/ uploading of offer/Bid	Date- 14.10.2026 up to 18.00 Hrs. (https://www.eproc2.bihar.gov.in)
7.	Date & time for opening of Technical Bid	On or after 16.10.2026 post 15:00 Hrs. (https://www.eproc2.bihar.gov.in)
8.	Date and time for Technical Presentation and demonstration.	Date and time for Technical Presentation and demonstration shall be communicated later through email only.
9	Method of Selection	Quality & Cost Based Selection (QCBS)
10.	Bid Proposal Validity	180 days from the last date of proposal submission.
11.	Contact person/Nodal Officer for queries	Name: Sh Ashok Ram, Designation: Dy Secretary Email: lcbihar@bihar.gov.in, Contact no: +91-9473191436/8210414564

Note:

1. LRMWWD reserves the right to change the conditions or cancel the tendering process at any stage without assigning any reason thereof. Please visit the portal regularly for the same.
2. The Bidders are advised to submit the Bids well in advance as LRMWWD will not be responsible for non-submission of the bids because of any technical glitches

12/9/26

Labour Commissioner,
Patna, Bihar

SECTION-I

Introduction & Background Information

1.1. Introduction

The Labour Resources and Migrant Workers Welfare Department, Government of Bihar, is committed to safeguarding the rights, welfare, and social security of workers, with a special focus on migrant labourers. The Department plays a pivotal role in enforcing labour laws, implementing welfare schemes, enhancing skill development, and facilitating structured employment opportunities.

To ensure the seamless execution of its various institutional mandates, welfare schemes, and administrative functions, the Department requires a diverse pool of skilled, semi-skilled, and un-skilled personnel. Accordingly, the Department invites RFP from reputed, experienced, and legally compliant Manpower Supply Agencies (MSAs) for selection and empanelment. The empanelled agencies will be responsible for providing competent human resources on an as-needed, contractual basis across various offices, directorates of the Department within Bihar. The Contract agreement executed between LRMWWD and the Successful agency will not restrict the agency to supply the manpower to other Government Departments of Bihar as per the Man-month rates defined in this RFP.

1.2. Objective

The primary objective of this RFP is to establish a transparent, competitive, and efficient mechanism to empanel competent Manpower Supply Agencies. The specific objectives include:

- **Sourcing Excellence:** To secure a reliable stream of qualified personnel ranging from administrative, technical, and IT support to field workers and support staff.
- **Operational Efficiency:** To streamline the manpower deficiencies in the department, ensuring that the Department's human resource gaps are filled promptly without administrative delays.
- **Statutory Compliance:** To ensure that all deployed manpower receives fair wages, benefits, and working conditions in strict compliance with the prevailing labour laws of Bihar.
- **Scalability:** To maintain a flexible and scalable human resource model that can adapt to the seasonal or project-based demands of Construction & Migrant worker welfare initiatives

1.3. Strategic Objectives

The strategic objectives of this empanelment framework are designed to align the Department's operational needs with sustainable administrative efficiency:

- **Operational Stability:** To establish a robust, 3-year institutional framework (extendable by 2 years) that guarantees uninterrupted manpower support for continuity in governance and welfare delivery.
- **Agility in Welfare Deployment:** To create a highly responsive external pipeline capable of rapidly deploying field and administrative staff during state emergencies, migration surges, or new welfare scheme rollouts.
- **Cost Optimisation:** To leverage economies of scale by fixing standardized service charges, thereby eliminating repetitive tendering costs and budget variances across different directorates.

1.4. Contract Period

- The initial Contract Period shall be for 3 years which may be extended for another 2 year on yearly basis as per the need of the Department and upon satisfactory performance of agency at the prevailing terms & conditions of the RFP.

SECTION-II

Scope of Work (SOW)

1) The Empanelled Service provider has to provide Manpower on outsourced basis for various works in Labour Resources & Migrant Workers Welfare Deptt, Bihar and other offices within the department as per the terms and conditions of the "Manpower Rate Contract" defined under this RFP
2) Details of Manpower to be supplied by the Agency are provided in the Annexure –1 "Outsource Manpower Details". However, in the due course of empanelment new Manpower may be included under the said Manpower list, Annexure – "Outsourced Manpower Details".
3) As per the requirement, work-order to service provider for providing manpower service in any Government Department of Bihar could be issued.
4) Under this Rate Contract, service providers will be empanelled for a period of 03 (Three) years.
5) The Rate Contract could be extended for a maximum period of 2 (one) year on yearly basis on the same terms & conditions depending upon the satisfactory performance of the Empanelled Agency and need of the Department.
6) The services of manpower on outsourced basis will be provided by the empanelled agency as per the prescribed procedure.
   - The Service Provider will provide the service on outsourced basis to the LRMWWD Department and other offices within the department.
   - Manpower provided on outsourced basis to the Department / Office shall be the employees of the Service Provider and shall work under the control and supervision of the Service Provider. The Service Provider shall be responsible for the honorarium / remuneration amount and any other claims of the manpower provided on outsourced basis.
   - Getting an affidavit from Manpower –

     An affidavit attested by a notary public will be obtained from the outsourced Manpower by the empanelled agency on a stamp paper of Rupees One Hundred Only (Rs. 100/-) regarding not claiming service regularization or permanent appointment, any kind of pension, gratuity or other retirement benefits from the Department / Office of Government of Bihar and as the responsibility of payment of Provident Fund, Employee Insurance, Bonus etc. (if admissible) are being paid to the outsourced manpower by the concerned empanelled agency. This affidavit will be uploaded on the portal after the issuance of work-order by the Department / Office and its original copy will be made available to the Department / concerned Office by the concerned Empanelled Agency, Format of the affidavit is attached as Annexure-IV.
   - The empaneled agency shall pay all the benefits admissible to the employed Manpower such as Provident Fund, Employee Insurance, Bonus, Gratuity etc. The LRMWWD Department / Office shall not pay the benefits admissible under the Labour Laws separately to the concerned Manpower.
   - The empanelled agency shall also ensure compliance to the following labour laws / legislations:
     - Code on wages 2019
     - Industrial Relation Code 2020
     - Code of Social security 2020
     - Occupational safety Health & working Condition Code 2020
     - Other Indian Labour Act, If applicable

- Under the Code on Social security 2020, the EPF contribution will be estimated based on the effective wage ceiling limit
- Under the Code on Social security 2020, the ESI contribution (if applicable) will be estimated based on the equivalent amount of total of Basic Emolument and Monthly Compensatory Amount under the wage ceiling limit.
- Salary Increment: The engaged outsourced manpower will be eligible for increment in salary as per the Statutory labour Law enforceable at that time. However, no change in the agency charge will be applicable against this increment. Decision of concerned Department/ Offices will be final in this regard.
- Outsourced Manpower Contract Period Duration and Extension shall be followed in accordance with the Contract agreement period between agency and LRMWWD.
- Process of hiring outsourced Professional manpower
    - ❖ After obtaining approval / sanction of required manpower from the competent authority, Department / Office will notify the empanelled Agency to supply the Number of Manpower, Designation and Man-month rate.
    - ❖ Replacement/Cancellation of Engaged Manpower

      In case the work done by the Manpower provided by Service Provider is not found satisfactory, the Department / Office can return the manpower and ask the concerned service provider to provide another manpower or can take action to hire the Manpower from any other empanelled service provider as per the rule.

7) **Payment process**:
   - In the light of the issued work-order, the monthly absentee will be made available by the department / office to the empanelled agency within the first 05 (five) working days.
   - Monthly remuneration will be paid to the manpower by concerned agency into their bank account after making applicable deductions as per the rule within 02(Two) working days of receipt of monthly absentee.
   - Details of payment done by the agency will be made available to the department / office by the concerned agency.
   - Agency will provide the original invoice to the department / office. **The invoice format is enclosed vide Annexure-V**
   - Department / Office after assuring the payment done by the agency to the manpower will release the payment to agency against the original invoice. In case allotment is available, the amount will be paid within 10 (ten) working days as per rules.

8) **Grievance Management**
   - Outsourced Manpower could lodge grievance against the concerned empanelled agency to the nodal officer of LRMWWD / office.
   - If possible, the complaint will be resolved at the level of concerned department / office.
   - If the concerned department / office feel, it can recommend to LRMWWD to take action against the concerned agency or to blacklist it. LRMWWD will take decision as per rules.

9) **Responsibility of LRMWWD and its District/Block offices**
   - Finalizing the tender to empanel agency for provision of manpower service on outsource in accordance with the Man-month rate

- To punish / blacklist empanelled agency as per rules on recommendation of the Department in the event of breach of terms and conditions of the agreement signed between LRMWWD and empanelled agency.
- The requirement of manpower shall be in LRMWWD and may also in its allied offices. Hence hiring of manpower on outsource basis shall be done following the all labour rules.
- Nominate a nodal officer for availing manpower services on outsource basis for department and subordinate offices and providing details of nominated officer (name, designation, email ID and mobile number) to LRMWWD.
- Ensure verification of payment details and deductions made by the Empanelled agency to the concerned manpower before making payment to the empanelled agency.

10) Responsibility of Empaneled Agency

- To provide qualified, efficient and well-behaved man-power.
- Providing the services of manpower on outsource basis to LRMWW Departments / offices as per the prescribed procedure.
- Providing manpower within the stipulated time against the issued work-order.
- To issue the appointment letters to the selected candidate.
- Providing Smart Identity Card to provided manpower.
- Ensure monthly remuneration payment within 7th day of the succeeding month as per the fixed man-month rate (only online payment i.e. no cash payment should be made)
- Ensuring payment made to the manpower (EPF, ESI). The agency will not levy the financial contribution of employer part of EPF, ESI etc. on the employee as per Code of Social Security 2020.
- Maintaining department wise proper database of all manpower along with updated details like Man-month rate (including EPF, ESI etc.). Absentee, Payment Status, Identity Card etc.
- Providing help desk / support number to Manpower for grievance redressal.
- Deploy department wise at least one managerial staff for coordinating administrative procedures against issued work-order. The cost against these managerial staff will be borne by the empaneled agency itself
- Obtaining an affidavit attested by Notary Public from the recommended candidates on a stamp paper of Rs. 100/- (Rupees One hundred) regarding payment of Provident Fund, Employee Insurance, Bonus etc. in future and not claiming service regularization or permanent appointment, any kind of pension, gratuity or other retirement benefits from the deployed / working manpower.
- The concerned empaneled agency will be responsible for any loss caused due to breach of any rule by the manpower.
- Verification of background of concerned candidate like education qualification, experience, other required skills etc. before providing the candidate details to department / office.
- During manpower takeover from other agency, verification of background of concerned candidate like education qualification, experience, other required skills etc. of manpower at their own level.
- Under the selection process, providing full details of candidates like Date of Birth, Marital Status, Educational and professional Qualification, Experience, Address etc. along with bio-data and supporting documents.

- Presence of authorized representative of empaneled agency at the concerned office during the prescribed selection process (written / interview) with the permission of the concerned department / office.
- In case of any mistake or any other act committed by the person under the category of misconduct / indiscipline / incompetence etc., then in such situation the concerned agency shall be responsible for taking appropriate disciplinary action against such person, including their removal from the project site, any other necessary actions as required by the concerned government department / office / provisions of the legal framework of the country.
- Empaneled agency shall be responsible for any acts done by the manpower such as infringement of intellectual property of another party, any personal injury or property damage, damage to government property etc. and compensation against the same shall be made by deducting it from the invoice at the current market value. In view of the excess amount, the desired deduction can be made by LRMWWD from the PBG in the light of the complaint received by the concerned department / office.
- During the period of this contract or after its termination, Empaneled agency and the manpower provided by it will not use, sell, disclose any related proprietary or confidential information without the prior written consent of the concerned department / office

11). Penalty

On receipt of official complaint from department / office, penalties can be imposed on the agency by LRMWWD as follows –

- Penalty against work-order –
  - In case of non-provision of manpower by the agency within the stipulated time against an issued work-order, complaint will be lodged by the concerned LRMWWD Office along with the respective documents to Labour Commissioner, Bihar.
  - Against this, penalty as per the applicable statutory labour Law enforceable at the time shall be imposed. The start day of penalty shall be counted from the day of issue of letter by concerned department/Office
  - If the occurrence of delay period (of more than 10 days) continuous for three months, department / office has option to cancel the work-order without any compensation to the agency. Also, department / office can get the work done from other empaneled agency as per rules.
- Penalty against irregular payment to manpower -
  - In case of non-payment / partial payment of monthly remuneration to manpower within 05 days of receipt of absentee, complaint could be lodge by the department / office along with relevant documents.
  - Against this penalty as per the applicable statutory labour Law enforceable at the time shall be imposed.
- Penalty against non-provision of stipulated facilities or benefits to manpower
  - In case of non-provision of stipulated facilities or benefits to manpower, complaint could be lodged by concerned department / office to LRMWWD along with relevant documents.
  - Against this penalty as per the applicable statutory labour Law enforceable at the time will be imposed.
  - In case of receipt of minimum 03 official complaints from Department/Office,

LRMWWD can impose penalty as deemed necessary as per the statutory labour law against the PBG amount submitted by the concerned agency.

- In case an agency is penalized for more than 8% of monthly invoice value for three consecutive months, LRMWWD can cancel the empanelment of the respected agency with forfeiture of entire PBG and black-listing
- In case of receipt of complaint against agency for demanding any amount (in any form, which does not include the registration fee of empanelled agency) from any candidate, the complaint will be verified by LRMWWD. If the complaint of found to be correct, LRMWWD will forfeit the entire PBG, cancel the empanelment of the concerned agency and take action towards black-listing the agency. If necessary, legal action can also be taken as per law.

- Empaneled Agency shall be responsible for any acts done by any Manpower such as infringement of intellectual property of another party, any personal injury or property damage, damage to government property etc. and compensation against the same shall be made by deducting it from the invoice at the current market value. In view of the excess amount, the desired deduction can be made by LRMWWD from the PBG in the light of the complaint received by the concerned Department / Office

12) Payment Terms

Payment will be done as per the following terms

- GST shall be applicable on Monthly Agency's Service Charge Rate.
- Further all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the applicable Income Tax Act and GST Act.
- TDS will be deducted U/s 194C of Income Tax Act & GST TDS U/s 51 of CGST Act.

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SECTION-III

ELIGIBILITY CONDITION FOR BIDDERS

3.1. Pre-Qualification (PQ) Criteria

Bidders must fulfil the following eligibility criteria to take part in RFP.

S.N.	Basic Pre-Qualification Criteria	Documents Required
PQ1.	Non-refundable Tender Fee of Rs 5900/-(Rupees Five Thousand Nine Hundred Only)	Online receipt of the same
PQ 2.	EMD (Refundable) for Rs 10,00,000/-(Rupees Ten lakh Only).	Online receipt/ Scanned copy of Original Bank Guarantee of the same. **Please note that EMD Exemption shall not be allowed under any circumstances.**
PQ 3.	Bidder's Profile	As per Form 2
PQ 4.	A letter of authorization/power of attorney / Board resolution in the name of the person signing the bid.	Power of attorney on Stamp Paper / Board resolution copy on company letterhead
PQ 5.	The bidder should be registered / incorporated under the Indian Companies Act as a company, LLP or partnership / agency. The bidder must be under operation for minimum period of Five years concluding on 31.07.2026. (JV, Consortium, Subcontracting are strictly not allowed to participate)	1. Copy of Certificate of Incorporation. 2. PAN / GIR No. along with valid document 3. Copy of - a. Articles of Association (in case of registered limited firms), or b. Partnership deed (in case of partnership firm), or c. In case of sole proprietary, Certificate of Enlistment.
PQ 6.	The registered office or one of the branch offices of bidder must be located in the State Capital Region of Patna	Proof of Presence.
PQ 7.	GST registration certificate.	1. Valid GST certificate 2. Copy of Latest GST Annual return for the preceding FY.
PQ 8.	GST registration certificate issued by the Bihar Govt.	The GST registration certificate issued by Bihar Govt. or declaration on letterhead to obtain such registration within one month after issuance of the LOI
PQ 9.	Bidder should be registered with the Income Tax Department of India	Proof of income tax registration and latest copy of Income Tax Return as on 31.03.2026
PQ 10.	Bidder should be registered under Employees Provident Fund and Employees State Insurance Act.	Copy of ❖ EPF Registration Certificate along with last six-month challan copy

		❖ ESI Registration Certificate along with last six-month challan copy
PQ 11.	The bidder must have been supplying for minimum three continuous years in services for providing minimum 300 human resources per year through multiple work orders (maximum 03 work orders) in Public Sector Company / Banks / Government Departments etc. (Note: Private organisation experience shall not be valid)	1. Bidder shall submit year wise summary report of manpower details, work order validity towards checklist of continuity of manpower supply. 2. The bidder shall also submit the Purchase order/Work Order/Agreement copy along with either Completion certificate / On-going certificate by CA (or any document as proof of on-going project) (Note: Self-Declaration without work order shall not be valid and become liable for rejection)
PQ 12.	1. The bidders should have an Average annual Turnover of a minimum Rest. 10 Cr. in last three Financial Years i.e.; 2022-23, 2023-24 & 2024-25 from the Manpower Outsource Services. 2. The bidder should have a positive net worth for the last three financial years concluding in 2024-25	Average Annual Turnover Certificate from chartered accountant on their letter head duly signed and stamped with its Membership Registration No. and UDIN No.
PQ 13.	Submit an affidavit to the effect that ❖ the Company is / has not been blacklisted by Central / any State Government / PSU ❖ agrees to respect and compile / abide by all the conditions prescribed in manual for providing services on outsource and ❖ agrees to compliance "The priority to local candidates of Bihar to provide employment"	Notarised affidavit under signatures of the owner for each of the same
PQ 14.	ISO Certifications for Commitment to Quality and Standardized Operations, Robust Grievance Redressed and Stakeholder Trust, Protection of Migrant Personally Identifiable Information **(PII)** and Data Sovereignty and Safety and Safety and Regulatory Compliance of Welfare Centres	The bidder is required to produce following Valid ISO Certificates: ISO: 9001:2015, ISO: 10002:2018 ISO: 27001:2015, OHSAS:45001:2018

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PQ15	Valid character certificate of the Proprietor/All Partners/All Directors issued by SUPRITENDENT OF POLICE	Valid Certificate
PQ 16.	A consortium / Joint venture/Subcontracting to any third party are strictly not allowed.	Undertaking on company letterhead
PQ17	The bidder must have HRMS software for recruitment, payroll, and attendance, compliance management. With capacity of minimum 2000 manpower	Undertaking along with software function PPT

3.2 Technical Eligibility (TQ) Criteria

Sly	Criteria	Max. Marks	Documents Required
TQ1.	Experience of Manpower supply within departments / corporation/Bihar State Government /central government/ public sector companies/autonomous bodies during last 5 years ending on 31.08.2026. **(Yearly project value of Maximum 03 work orders)**	15	Purchase order/Work Order/Agreement copy **And** Completion certificate / On-going certificate (or any document as proof of on-going project) **(Note: Private organisation experience shall not be counted)**
	Up to 15 Crore - 5 marks, >15 to 30 Crore – 7.5 marks, >30 to 40 Crore - 10 marks, >40 Crores - 15 marks.		
TQ2.	The bidder must have been completed minimum three years in similar manpower supply services for providing minimum 300 human resources per year through multiple work orders (Maximum 03 Work orders) in Public Sector Company / Banks / Government Departments etc. (Note: Private organisation experience shall not be counted)	15	Purchase order/Work Order/Agreement copy **And** Completion certificate / On-going certificate (or any document as proof of total manpower) **(Note: Private organisation experience shall not be counted)**
	Manpower Supply Strength as per above >300 and ≤ 500 – 7.5 marks, >500 and ≤750 - 10 marks, > 750 and above - 15 marks.		
TQ3.	Average Annual turnover of last three financial years 2022-23,2023-24 & 2024-25 from the business of providing Manpower Supply Services - > 10 Cr and ≤ 12 Crore - 5 marks, > 12 Cr and ≤ 15 Crore - 10 marks, > 15 Crore - 15 marks,	15	Average Annual Turnover Certificate from chartered accountant on their letter head duly signed and stamped with its Membership/Registration No. and UDIN No.
TQ4	Single Monthly EPF Challan with payment confirmation receipt of at least 500 Manpower in last six months and latest (last month Liability paid in current month) 500 to 700 manpower - 05 marks, 700 to 900 manpower - 10 marks 901& above manpower - 15 marks	15	Valid Supporting Documents

3. Declarations on stamp papers should be invariably duly attested by Notary Public otherwise the tender is liable to be treated as INVALID.
4. Bidder shall produce original certificates/documents during scrutiny stage, if asked by the LRMWWD.
5. In case bidder has submitted any fraud information, samples, etc. regarding qualification criteria; then EMD of such bidder shall be forfeited & necessary legal actions shall be initiated against such bidder.

Instructions to Bidders

Bidders are advised to study this RFP document carefully before participating. It shall be deemed that submission of bid by the bidder has been done after its careful study and examination of the RFP document with full understanding to its implications. Bidders may visit the LRMWWD Office only after prior appointment and understand the requirements to allow them to propose the best solution. Bid is to be submitted as per enclosed format only. Attach the certificates, brochures & documents asked for in the RFP document.

4.1. RFP Document and RFP Fee

1. The RFP document can be downloaded from the e-Tendering portal https://eproc2.bihar.gov.in/./. The Tender fee of Rs. 5900/- shall be paid through an online payment gateway available at the e-Tendering portal. The Tender fee shall be non-refundable.

4.2. Earnest Money Deposit

1. The bidders are required to submit an EMD of Rs. **10,00,000/- (Rupees Ten Lakhs Only)** through Online Payment or Bank Guarantee from Nationalized Bank. Bidders shall submit the scanned copy of the EMD receipt as part of the technical bid document.
2. Bidders shall ensure that the payment of the EMD is made prior to the last date of Bid Preparation and Submission of the Tender Schedule to have seamless submission keeping Bank's clearing Process lead time.
3. The earnest money deposit shall be non-interest bearing and is refundable to unsuccessful bidders. The Successful bidders EMD will be discharged to the Successful bidder post executing the Contract and furnishing the Bank Guarantee as specified in this RFP.
4. The EMD shall be forfeited and appropriated by LRMWWD without prejudice to any other right or remedy that may be available to LRMWWD hereunder or otherwise, under the conditions. In such an event, the decision of the LRMWWD regarding forfeiture of the bid Security shall be final and binding upon bidders.
    i. If a bidder submits a non-responsive bid; and/or if a bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
    ii. In the case of Successful bidder, if bidder fails within the specified time limit:
        a. to sign the contract within the time specified by LRMWWD; or
        b. to furnish the Performance Bank Guarantee within the period prescribed as specified in terms and conditions of the contract.
    iii. During the bid process, before signing the contract, if bidder fails to comply with the terms and conditions of the tender.
    iv. If during the bid process, any information provided by bidder is found false/fraudulent/mala fide, then LRMWWD shall reject the bid and, if necessary, initiate action provided.

v. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.

vi. If a bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

4.3. Submission of Bid

1. Online bids shall be uploaded on eproc2 portal of Bihar through the e-Tendering system before the time and date specified in the schedule of the RFP notice. The purchaser may, at its discretion, extend this deadline for submission of bid by issuing corrigendum and uploading the same on e-Tendering system.
2. To view- RFP Notice, Detailed Time Schedule, RFP Document for this RFP and subsequently purchase the RFP Document and its supporting documents, kindly visit following e-Tendering website **https://eproc2.bihar.gov.in/**
3. The bidders participating for the first time for RFPs on the e-Tendering portal will have to complete the Online Registration Process for the e-Tendering portal. A link for enrolment of new bidders is provided on **https://eproc2.bihar.gov.in/**
4. All bidders interested in participating in the online e-Tendering process are required to procure Class II or Class III Digital e-Token having 2 certificates inside it, one for Signing/Verification purpose and another for Encryption/Decryption purpose. The RFP should be prepared & submitted online using individual's Digital e-Token.
   e-Tendering Tool Kit for bidders (detailed Help documents, designed for bidders) have been provided on e-Tendering website in order to guide them through different stages involved during e-Tendering such as online procedure for RFP Document Purchase, bid preparation, id submission.

4.4. Bid Submission Format

1. The entire proposal shall be submitted strictly as per the format specified in this RFP. Bids with deviation from this format are liable for rejection of Submission of Bid.
2. Complete bid process is online (e-Tendering) in two bid systems.
3. The bid should be a complete document and should be page numbered, indexed and uploaded in relevant section of the portal. The document should be page numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the bid.
4. Bids sent by courier / post shall be rejected.

4.5. Late Submission of Bid

Late submission of bid will not be permitted by the e-Tendering system.

4.6. Cost of Bid

The bidder shall bear all costs associated with the preparation and submission of its bid and the purchaser shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bid process.

4.7. Erasures or Alterations and Signing of Bids

The original Bids shall be signed by the Bidder or a person (s) duly authorized using his / her digital certificate through the e-Tendering system. Such authorization shall be indicated by power-of-attorney accompanying the bids. The Bids shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the

Bidder, in that case such corrections shall be initiated by the person or persons signing the bids.

4.8. Pre-Bid Queries

1. Bidders are requested to submit their queries on the company letter head and in the following format on or before XX/XX.2026, Time: 18:00 PM.

Name of Bidder					
Tender Ref. No					
Tender Due Date					
#	**RFP Page No.**	**RFP Clause No.**	**RFP Clause Title and details**	**Queries /Clarification Sought by bidder**	**Justification by the Department**
					This box to be kept blank

2. The queries not adhering to the above-mentioned format may not be responded to.

4.9. Amendment of RFP Document

1. At any time before the deadline for submission of bid, purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP Document by amending, modifying and/or supplementing the same.
2. The amendments shall be published on website https://eproc2.bihar.gov.in/ Prospective bidders are advised to periodically browse this website to find out any further corrigendum / addendum / notice published with respect to this RFP.
3. In the event of any amendment, purchaser reserves the right to extend the deadline for the submission of the bids, in order to allow prospective bidders reasonable time in which to take the amendment into account while preparing their bids.

4.10. Bid Validity

1. The offer/proposals submitted by the bidders shall be valid for minimum period of 180 days after the last date of bid submission prescribed by the deptt. In exceptional circumstances, prior to the expiration of the bid validity period, the Deptt may request bidders to extend the period of validity of their bids. Requests and responses shall be made in writing. In event of such extension, Deptt shall request bidder for extension of bid validity and submit new bid security to cover the extended period of validity of their bids.
2. A bidder may refuse the request for extension of bid validity without forfeiting its bid security. A bidder granting the request shall not be required or permitted to modify its bid. If the date up to which the bid is to remain valid happens to be a closed holiday for the Deptt, the bid shall automatically remain valid up to the next working day of the Department.

4.11. Modification & Withdrawal of Bids

1. Bid submitted cannot be modified by the bidder after the closing date and time for submission of bid.

2. If the date of submission is extended due to some reason, modification in bids is possible till extended period of bid submission deadline.
3. Withdrawal of Bids is not permissible after its submission. If the bid is withdrawn before the validity period, the EMD shall be forfeited.

4.12. Clarification of Bids

To assist in the scrutiny, evaluation and comparison of bids, LRMWWD may, at its discretion, ask some or all the Bidders for clarification of their bids on any of the points mentioned therein through eproc2 portal or over email as the case may be and the same may be revert through eproc2 portal or through email as permitted by LRMWWD.

4.13. RFP Opening

1. The technical bids will be opened before the committee on the e-Tendering system and the same will be evaluated as per the qualification criteria and relevant documents in support of them. Financial bids of only technically qualified bidders will be opened before the committee on the e-Tendering system. The decision of the committee will be final.
2. Bidders qualified in the Technical Evaluation will be advised of the location, date, and time set for opening of financial proposal. Notice will be given to allow interested bidders or their representatives to attend the opening of the Financial proposals.

4.14. Technical Bids

1. The Technical bid shall be complete in all respects and contain all information and documents asked for. It must not contain any price information.
2. During the activity of Bid Submission, the Bidder is required to upload all the documents of the technical bid by scanning the documents and uploading it in the PDF format. This activity of uploading the documents as well as preparation of financial bid and other Annexures enclosed with the RFP (if any) should be completed within the bid submission timelines.
3. The list of documents to be uploaded as part of technical bid may be found at the e-Tendering system and at the checklist table in Annexure I: Form 2.

4.15. Financial Bids

Bidders shall submit their financial bid only in the e-Tendering system. Price quoted elsewhere shall be liable to rejection.

4.16. Evaluation of Technical Qualifying Criteria

1. Prior to Financial opening, the LRMWWD shall determine whether each bid is
   (a) Complete,
   (b) Is accompanied by the required information and documents and
   (c) Is substantially responsive to the requirements set forth in the RFP document. Only those bidders, who fulfil all the qualifications mentioned in the Section III "Pre-qualification criteria" of the RFP, shall be eligible and qualified for further processing of evaluation.
2. The LRMWWD may at its discretion, waive any minor informality or non-conformity or irregularity in a Bid Document, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
3. The evaluation of the technical bids shall be done by the Technical evaluation constituted by the LRMWWD and decision of the committee shall be final and binding on all the bidders.

4. In case of any ambiguity, in the interpretation of any of the clauses in bid document or contract document, the LRMWWD's interpretation of the clauses shall be final and binding on all parties.
5. **Bidders who have secured Technical Score of 80 or above out of 100 shall be declared as technically qualified and would be eligible for evaluation of their 'Financial bid'. Bidders who have secured less than 80 for technical score shall not be considered for financial bid evaluation.**
6. If the final Score obtained by a bidder is in fraction, then it will be rounded to the next integer.

4.17. Evaluation of Financial Bid (Quality & Cost Based Selection)

The selection method is Quality-cum-Cost Based Selection (QCBS 80:20).

Technical Bid Score will get a weightage of 80% (denoted by ST) and Financial Bid Score a weightage of 20% (denoted by SF).

The process of selection of a successful bidder for award of contract shall be as follows:

A. Calculation of Technical Score (ST)

T = Technical Marks Obtained by the Individual Bidder

TH = Highest Technical Marks Obtained by a Bidder

ST = Technical Score obtained by the Individual Bidder

Bidder's calculation of Technical Score (ST)

ST = 100x (T/TH) (rounded off to 2 decimal places)

B. Calculation of Financial Score (SF)

F = Total Financial Bid amount quoted by individual Bidder FL=Lowest Total Financial Bid amount quoted by a Bidder SF=Financial Score obtained by the Individual

Bidder's calculation of Financial Score (SF)

SF = 100x(FL/F) (rounded off to 2 decimal places).

C. Calculation of Final Composite Score (S)

The Final Composite Score (S) shall be computed for each Bidder by assigning 80% weightage to the Technical Score (ST) and 20% weightage to the Financial Score (SF) using the formula given below:

S = (ST x 0.8) + (SF x 0.2) (rounded off to 2 decimal places)

The bidder with the highest final composite score will be awarded the contract. In case of a tie in the final composite score, the bidder with the higher Technical Score will be invited for negotiations and selection first.

4.18. Notification of Award

- **These successful agencies shall be empanelled based on QCBS Evaluation at lowest possible rates.**
- **Prior to the expiration of the period of bid validity, LRMWWD will notify the highest scorer (H1) bidder as Successful Bidder that its bid has been accepted.**
- **LRMWWD will empanel bidders at L-1 rate in the descending order of total QCBS Score.**

- **LRMWWD shall empanel maximum 4 successful agencies for work allotment in phase 1. Others successful bidders shall remain in the waiting list.**
- **The notification of award will constitute the formation of the Contract. Upon Successful Bidder's, furnishing of Performance Bank Guarantee the purchaser may notify each unsuccessful Bidder**

4.19. Signing of Contract

1. At the same time as the LRMWWD notifies the Successful Bidder that its bid has been accepted, LRMWWD shall send the Bidder the Pro forma for Contract, incorporating all agreements between the LRMWWD and Bidder.
2. Within 15 working days of receipt of the Contract, the Successful Bidder shall sign and date the Contract and return it to LRMWWD.
3. The rates in Contract will be valid from the date of the signing of contract till the completion of contract period. No representation in this regard will be entertained.

4.20. Confidentiality of the Document to be kept by bidder

Bidder shall not disclose anything which constitutes part of their bid submission in any manner, whatsoever, to any third party, till finalization of this e-Tendering process.

4.21. RFP Related Conditions

1. The Bidder should confirm unconditional acceptance of full responsibility for completion of work and for executing the 'Scope of Work' of this RFP. This confirmation should be submitted as part of the Technical Bid. The Bidder shall nominate point of contact for all purposes of the Contract.
2. The Bidder should not be involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this contract. If at any stage of e-Tendering process or during the currency of the Contract, any suppression / falsification of such information is brought to the knowledge of the purchaser, the purchaser shall have the right to reject the bid or terminate the contract, as the case may be, without any compensation to the Bidder.

4.22. Rejection Criteria

1. Besides other conditions and terms highlighted in the RFP document, bids may be rejected under the following circumstances:
    i. General Rejection Criteria
        a. Bids received through E-Mail except wherever required.
        b. Bids which do not confirm unconditional validity of the bid as prescribed in the RFP.
        c. If the information provided by the Bidder is found to be incorrect / misleading at any stage / time during the tendering process.
        d. Any effort on the part of a Bidder to influence the purchaser's bid evaluation, bid comparison or contract award decisions.

e. Bids received by the purchaser after the last date for receipt of bids prescribed by the purchaser.

f. Bids without signature of person (s) duly authorized on required pages of the bid.

g. Bids without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder.

h. Any Bidder shall participate in only one bid in this bid process. In case any a bidder submits multiple bids or if common interests are found in two or more bids, said bid will be rejected

ii. Technical Rejection Criteria

a. Technical Bid containing financial details.

b. Revelation of Prices in any form or by any reason before opening the Financial Bid.

c. Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the RFP Document in every respect.

d. Bidders not quoting for the complete scope of Work as indicated in the RFP documents, addendum (if any) and any subsequent information given to the Bidder

e. Bidders not complying with the Technical and General Terms and conditions as stated in the RFP Documents.

f. The Bidder not confirming unconditional acceptance of full responsibility of providing services if the bid does not conform to the timelines indicated in the bid

iii. Financial Rejection Criteria

a. Incomplete Price Bid.

b. Price Bids that do not conform to the RFPs price bid format.

c. Total price quoted by the Bidder does not include all statutory taxes and levies applicable.

d. If there is an arithmetic discrepancy in the financial bid calculations the purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, its bid may be rejected.

SECTION-V

GENERAL TERMS & CONDITIONS

1. Terms and Conditions

Terms and conditions for bidders who participate in the RFP are specified in the section called "Terms and Conditions". These terms and conditions will be binding on all the bidders. These terms and conditions will also form a part of an agreement to be signed with the purchase order, to be issued to the Successful Agency on the outcome of the RFP.

1.1. Interpretation

In this Contract unless a contrary intention is evident:

1. The clause headings and bold type faces are for convenient reference only and do not form part of this Contract;
2. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses.
3. Unless otherwise specified a reference to a clause, sub-clause or section is a reference to a clause, sub- clause or section of this Contract including any amendments or modifications to the same from time to time;
4. A word in the singular includes the plural and a word in the plural includes the singular;
5. A word importing a gender includes any other gender unless and otherwise mentioned exclusively;
6. A reference to a person includes a partnership and a body corporate;
7. A reference to legislation includes legislation repealing, replacing or amending that legislation;
8. Where a word or phrase is given a particular meaning, it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings.
9. In the event of an inconsistency between the terms of this Contract and the RFP and the Bid, the terms hereof shall prevail.

1.2. Key Performance Measurements

1. Unless specified by the Purchaser to the contrary, the Successful Agency shall carry out the Scope of Work in accordance with the terms of this Contract, Scope of Work and its Specifications.
2. If the Contract / Service Specification include more than one document, then unless the Purchaser specifies to the contrary, the later in time shall prevail over a document of earlier date to the extent of any inconsistency.
3. The Purchaser reserves the right to amend any of the terms and conditions in relation to the Contract and may issue any such directions which are not necessarily stipulated therein if it deems necessary for the fulfilment of the scope of work.

1.3. Commencement & Progress

The Successful Agency shall commence the performance of its obligations in a manner as specified in the Scope of Work.

1. The Successful Agency shall proceed to carry out the activities with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Contract.

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2. The Successful Agency shall be responsible for and shall ensure that all activities are performed in accordance with the Contract, Scope of Work and that the Successful Agency's Team complies with such specifications and all other standards, terms and other stipulations/conditions set out here under.
3. The Successful Agency shall perform the activities and carry out its obligations under the Contract with due diligence, efficiency and economy, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, engineering and security practices. The Successful Agency shall always act, in respect of any matter relating to this Contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with Third parties.

1.4. Successful Agency's Obligation

1.4.1. Scope of Work

1. The Successful Agency's obligations shall include all the activities as specified by the Purchaser in the Scope of Work and other sections of the RFP and Contract and changes thereof to enable Purchaser to meet the objectives and operational requirements. It will be the Successful Agency's responsibility to ensure services are being carried out in accordance with and in strict adherence to the terms of its Bid, the RFP and this Contract.
2. The Successful Agency shall fulfil any other obligations as mentioned in the RFP document.

1.4.2. Confidentiality

1. The Successful Agency will have to maintain strict Privacy and confidentiality of all the data it/its staff gets access to. Adequate provisions to be made not to allow unrestricted access to the data to people in the organization who have not got necessary permissions. Successful Agency cannot sell or part with any data in any form. If such a case may occur then, penalty of Rs. 1 Crore for each instance of breach and / or termination of the contract shall be imposed along with prosecution. The amount of the penalty will be decided by the Purchaser based upon severity of the default.
2. The Successful Agency recognizes that during the term of contract and the SLA, sensitive data will be procured and made available to it and others working for or under the Successful Agency. Disclosure or usage of the data by any such recipient may constitute a breach of applicable laws causing harm to the Purchaser and the LRMWWD. The function of LRMWWD requires the Successful Agency to demonstrate utmost care, sensitivity and strict confidentiality. Any breach of this will result in the Purchaser and the LRMWWD receiving a right to seek injunctive relief and damages without any limit, from the Successful Agency and/or also seek termination.
3. The Successful Agency agrees as to any Confidential Information disclosed by Purchaser or the SLA (the "Discloser") to this Agreement:
4. To take such steps necessary to protect Purchaser confidential information from unauthorized use, reproduction and disclosure as the Recipient takes in relation to its own Confidential Information of the same type, but in no event less than reasonable care; and to use such Confidential Information only for the purposes of this Agreement or the SLA or as otherwise expressly permitted or expressly required by this Agreement or the SLA or as otherwise permitted by Purchaser in writing; and
5. Not without purchaser prior written consent to copy the confidential Information or cause or allow it to be copied, directly or indirectly, in whole or in part, except as otherwise

expressly provided in this Agreement or the SLA or as required in connection with Successful Agency's use as permitted by Purchaser.

6. Not without purchaser's prior written consent to disclose, transfer, publish or communicate confidential information in any manner to any person except as permitted in this contract or SLA.

1.4.3. Ethics

Successful Agency represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or LRMWWD, or its nominated agencies in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Purchaser standard policies and may result in cancellation of this Agreement.

1.4.4. Corrupt or Fraudulent Practices

The Purchaser requires that bidder(s) under this RFP observe the highest standards of ethics during the execution of such contract. In pursuance to this policy, the Purchaser defines for the purposes of this provision, the terms set forth as follows:

1. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence of public officials in contract execution; and
2. "Fraudulent Practice" means a misrepresentation of facts in order to influence execution of contract to the detriment of the Purchaser, and includes collusive practice among bidders (prior to or after bid submission);
3. Will reject a proposal for the award if it determines that the bidder recommended for the award has engaged in corrupt or fraudulent practices in competing for the contract in question.
4. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for or executing a contract.
5. The past performance of the bidder will be crosschecked if necessary. If the facts are proven to be dubious the bidders will be ineligible for further processing.

1.4.5. Purchaser's Obligations

1. Purchaser's nominated representative shall act as the nodal point for implementation of the Contract and for issuing necessary instructions, approvals, commissioning, acceptance certificates, payments etc. to the Successful Agency.
2. Purchaser shall ensure that timely approval is provided to the Successful Agency as and when required, which may include approval of project plans, implementation methodology, or any other document necessary in fulfilment of this contract.
3. The Purchaser's Representative shall interact with the Successful Agency, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.
4. The purchaser may provide on Successful Agency's request, particulars/information/ or documentation that may be required by the bidder for providing services covered under this contract.

1.4.6. Events of Default by the Successful Agency

1. The failure on the part of the Successful Agency to perform any of its obligations or comply with any of the terms of this Contract shall constitute an event of default on the part of the Successful Agency.

2. Where there has been an occurrence of such defaults inter alia as stated above, the Purchaser shall issue a notice of default to the Successful Agency, setting out specific defaults / deviances / non-compliances / non-performances and providing a notice of Thirty (30) days to enable such defaulting party to remedy the default committed.
3. Where despite the issuance of a default notice to the Successful Agency by the Purchaser the Successful Agency fails to remedy the default to the satisfaction of the Purchaser, the Purchaser may, where it deems fit, issue to the Successful Agency another default notice or proceed to adopt such remedies as may be available to the Purchaser.

1.4.7. Consequences of Default

Where an event of default subsists or remains uncured the Purchaser shall be entitled to:

1. Impose any such obligations and conditions and issue any clarifications as may be necessary to inter alia ensure smooth continuation of project and the Services which the Successful Agency shall be obliged to comply with which may include re- determination of the consideration payable to the Successful Agency as agreed mutually by Purchaser and Successful Agency or through a third party acceptable to both Successful Agency and Purchaser. The Successful Agency shall in addition take all available steps to minimize loss resulting from such event of default.
2. Suspend all payments to the Successful Agency under the Contract by a written notice of suspension to the Successful Agency, provided that such notice of suspension:
   i. Shall specify the nature of the failure; and
   ii. Shall request the Successful Agency to remedy such failure within a specified period from the date of receipt of such notice of suspension by the Successful Agency.

1.4.8. Terminate the Contract in Full or Part

1. Retain such an amount from the payment due and payable by the Purchaser to the Successful Agency as may be required to offset any losses caused to the Purchaser as a result of such event of default and the Successful Agency shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser in this regard. Nothing herein shall affect the continued obligation of the Successful Agency and Successful Agency's team to perform all their obligations and responsibilities under this Contract in an identical manner as were being performed before the occurrence of the default.
2. Invoke the Performance Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity, recover such other costs/losses and other amounts from the Successful Agency as may have resulted from such default and pursue such other rights and/or remedies that may be available to the Purchaser under law.

1.4.9. Breach and Rectification

In the event that the Successful Agency is in Material Breach of its obligations under this Agreement or the SLA, Purchaser may terminate this Agreement or the SLA upon notice to the Successful Agency. Any notice served pursuant to this clause shall give reasonable details of the Material Breach, which could include the following events, and the termination will become effective:

1. If there is Breach which translates into default in providing Services by the Successful Agency as per this Agreement or the SLA, continuously for more than one week, then the Purchaser will serve a seven days' notice for curing such Material Breach. In case the Material Breach continues after the notice period, the Purchaser will have the option to terminate the Agreement.

2. Because time is the essence of the contract, in case, for reasons Prima facia attributable to the Successful Agency, there is a delay of more than 4 weeks by the Successful Agency, the Purchaser may terminate this Agreement after affording a reasonable opportunity to the Successful Agency to explain the circumstances leading to such a delay. Further, the Purchaser may also invoke the Performance Guarantee of the Successful Agency. Pursuant to the termination, Successful Agency shall transfer all the project related assets to Purchaser.
3. Where a change of control of the Successful Agency has occurred whereby the Successful Agency has merged, amalgamated or been taken over, due to which the majority shareholding of the Successful Agency has been transferred to another entity, the Purchaser can by a 60 days' written notice, terminate this Agreement and such notice shall become effective at the end of the notice.

1.4.10. Protection and Liabilities

4.1.1 Third Party Claims

1. Successful Agency (the "Indemnifying Party") undertakes to indemnify the Purchaser (the "Indemnified Party") from and against all direct losses, claims or damages on account of bodily injury, death or damage to tangible personal property and otherwise caused by its negligence/ fraud/wilful misconduct, arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this Agreement or the SLA.
2. The indemnities shall be subject to the following conditions:
    i. The Indemnified Party, as promptly as practicable, informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
    ii. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defence of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its cost and expense, reasonably participate, through its attorneys or otherwise, in such defence;
    iii. If the Indemnifying Party does not assume full control over the defence of a claim, the Indemnifying Party may participate in such defence at its cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
    iv. The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
3. The indemnities shall be subject to the following conditions:
    i. Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant for all liability in respect of such claim;
    ii. Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
4. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;

5. The Indemnified Party shall take legally permissible steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings; and
6. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates;

1.4.11. Limitation of Liability

The Successful Agency's aggregate liability for damages shall not apply to

1. Neither this Agreement nor the services delivered by Successful Agency under this Agreement grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the Successful Agency and LRMWWD to this Agreement, as the case may be.
2. The liability of Successful Agency (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the Total Value of Project.
3. Notwithstanding what has been stated elsewhere in this Agreement and the Schedules attached herein, the Purchaser shall not be liable to Successful Agency for any indirect or consequential damages.
4. Any claim or series of claims arising out or in connection with this Agreement or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within such period as may be permitted by applicable law without the possibility of contractual waiver or limitation.
5. The Purchaser shall be entitled to claim the remedy of specific performance under this Agreement or the SLA.

1.4.12. Termination

1.4.12.1. Conditions for Termination

1. The Purchaser may terminate this Contract in whole or in part by giving the Successful Agency a prior and written notice indicating its intention to terminate the Contract under the following circumstances:
2. Where the Purchaser is of the opinion that there has been such event of default on the part of the Successful Agency / Successful Agency's team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Successful Agency to respect any of its commitments with regard to any part of its obligations under its Bid, the RFP or under this Contract.
3. Where it comes to the Purchaser's attention that the Successful Agency (or the Successful Agency's team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of the terms of the Successful Agency's bid, the RFP or this Contract.
4. Where it comes to the Purchaser's attention that the Successful Agency (or the Successful Agency's team) is in a position of actual conflict of interest with the interests of the Purchaser, in relation to any of terms of the Successful Agency's bid, the RFP or this Contract.

5. Where the Successful Agency's ability to survive as an independent corporate entity is threatened or is lost owing to any reason whatsoever, including inter-alia the filing of any bankruptcy proceedings against the Successful Agency, any failure by the Successful Agency to pay any of its dues to its creditors, the institution of any winding up proceedings against the Successful Agency or the happening of any such events that are adverse to the Financial viability of the Successful Agency . In the event of the happening of any events of the above nature, the Purchaser shall reserve the right to take any steps as are necessary, to ensure the effective transition of the project to a successor agency, and to ensure business continuity.
6. Termination for Insolvency: The Purchaser may at any time terminate the Contract by giving written notice to the Successful Agency, without compensation to the Successful Agency, if the Successful Agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
7. In the event of termination of this Contract by the Purchaser before the expiry of the term, the Successful Agency shall be given a period of 30 days to demobilize itself,
8. The Successful Agency may, subject to approval by the Purchaser, terminate this Contract before the expiry of the term by giving the Purchaser a prior and written notice at least 1 month in advance indicating its intention to terminate the Contract.

1.4.12.2. Consequences of Termination

1. In the event of termination of this Contract, [whether consequent to the stipulated Term of the Contract or otherwise the Purchaser shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the project which the Successful Agency shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Purchaser and/or the successor agency, as may be required, to take over the obligations of the erstwhile Successful Agency in relation to the execution/continued execution of the scope of this Contract, even where such assistance is required to be rendered for a reasonable period that may extend beyond the contract term/ termination hereof.
2. Where the termination of the Contract is prior to its stipulated term on account of a Default on the part of the Successful Agency/ Successful Agency's team or due to the fact that the survival of the Successful Agency as an independent corporate entity is threatened/has ceased, or for any other reason, whatsoever, the Purchaser through re-determination of the consideration payable to the bidder as agreed mutually by Purchaser and Successful Agency or through a third party acceptable to both LRMWWD and Bidder may pay the Successful Agency for that part of the Services which have been authorized by the Purchaser and satisfactorily performed by the Successful Agency up to the date of termination. Without prejudice or any other rights, the Purchaser may retain such amounts from the payment due and payable by the Purchaser to the Successful Agency as may be required to offset any losses caused to the Purchaser as a result of the Termination or due to any act/omissions of the Successful Agency. In case of any loss or damage due to a default on the part of the Successful Agency in performing any of its obligations with regard to executing the scope of work under this Contract, the Successful Agency shall compensate the Purchaser for any such loss, damages or other costs, incurred by the Purchaser. Additionally, the Successful Agency's manpower

resources and/or all third parties appointed by the Successful Agency shall continue to perform all their obligations and responsibilities as stipulated under this Contract, and as may be proper and necessary to execute the scope of work under the Contract in terms of the Successful Agency's bid, the RFP and this Contract, in an identical manner as were being performed before the collapse of the Successful Agency as described above in order to execute an effective transition and to maintain business continuity.

3. Nothing herein shall restrict the right of the Purchaser to invoke the Bank Guarantee and other Guarantees furnished hereunder, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available to the Purchaser under law.
4. The termination hereof shall not affect any accrued right or liability of either Successful Agency or Purchaser nor affect the operation of the provisions of this Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

1.4.13. Dispute Resolution

1. The office of the Purchaser and the Successful Agency shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, the Purchaser and the Successful Agency have been unable to resolve amicably a contract dispute, the matter will be referred to the Additional Chief Secretary/Principal Secretary/secretary of LRMWW Department, Govt of Bihar and his decision will be final and binding on both the Successful Agency and Purchaser.
2. If during the subsistence of this Contract or thereafter, any dispute between the Successful Agency and Purchaser hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Successful Agency and Purchaser hereto shall endeavour to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Successful Agency and Purchaser. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Successful Agency or Purchaser hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days' notice to refer the dispute to arbitration to the other Party in writing.
3. The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996.
4. The Arbitration proceedings shall be held at Patna, in Bihar, India.
5. The Arbitration proceeding shall be governed by the substantive laws of India.
6. The proceedings of Arbitration shall be in English language.
7. Except as otherwise provided elsewhere in the contract if any dispute, difference, question or disagreement arises between the Successful Agency and Purchaser hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof the same shall be decided by an Arbitral Tribunal consisting of three Arbitrators. Each party should appoint one Arbitrator and the Arbitrators so appointed shall appoint the third Arbitrator who will act as Presiding Arbitrator.
8. In case, a party fails to appoint an arbitrator within 30 days from the receipt of the request to do so by the other party or the two Arbitrators so appointed fail to agree on the

appointment of third Arbitrator within 30 days from the date of their appointment upon request of a party, Ministry of Law & Justice shall appoint the arbitrator/Presiding Arbitrator upon request of one of the parties.

9. If any of the Arbitrators appointed dies, resigns, incapacitates or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/ arbitrator to appoint another person in his place in the same manner as aforesaid. Such a person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede de novo.
10. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.
11. It is also a term of the contract that neither party to the contract shall be entitled for any interest in the amount of the award.
12. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.
13. The fees of the arbitrator shall be borne by the parties nominating them and the fee of the Presiding Arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
14. Subject to as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

1.4.14. Notice and Timing

1. As soon as reasonably practicable after the Effective Date, the Successful Agency and Purchaser shall use their best endeavours to agree to a timetable for routine audits in accordance with such an agreed timetable and shall not be required to give the Successful Agency any further notice of carrying out such audits.
2. The Purchaser or its nominated agencies may conduct non-timetabled audits at its own discretion if they reasonably believe that such non-timetabled audits are necessary as a result of an act of fraud by the Successful Agency, a security violation, or breach of confidentiality obligations by the Successful Agency , provided that the requirement for such an audit is notified in writing to the Successful Agency a reasonable period time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating in a reasonable level of detail, the reasons for the requirement and the alleged facts on which the requirement is based. If the Successful Agency considers that the non-timetabled audit was not appropriate, the matter shall be referred to the escalation procedure
3. The frequency of audits shall be decided by the Purchaser
4. In addition to the above, there will be audits conducted by statutory bodies (e.g. CAG) as and when they are required to do it. Notwithstanding any condition given in the contract, the Successful Agency will have to provide these statutory bodies with access to all the facilities, infrastructure, documents and artefacts of the Project as required by them and approved by the purchaser, in writing.
5. The audit and access rights contained shall survive the termination or expiration of the Agreement.

1.4.15. Access

1. The Successful Agency shall provide Purchaser access to employees, suppliers and third-party facilities, documents, records and systems reasonably required for audit and shall

provide all such people with routine assistance in connection with the audits and inspections.

2. The purchaser shall have the right to copy and retain copies of any relevant records. The Successful Agency shall co-operate with the Purchaser in effecting the audits and providing necessary information.

1.4.16. Inspection Rights

1. The purchaser shall have the right to inspect offices, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:
   i. That the actual level of performance of the services is the same as specified in the SLA;
   ii. That the Successful agency has complied with the relevant technical standards, and has adequate internal controls in place; and
   iii. The compliance of the Successful agency with any other obligation under the contract and SLA.

1.4.17. Conditional offers by the Bidders

The bidder should abide by the terms and conditions specified in the RFP Document. If bidders submit conditional offers it shall be liable for outright rejection.

1.4.18. Address of Communication

Bids should be addressed to the Labour Commissioner at below given address:
Labour Commissioner,
LRMWWD,
B Wing, 3rd Floor, Niyojan Bhawan,
Near Income Tax Golamber, Patna - 800001

1.4.19. Costs & Currency

The bids must be made in Indian Rupees only. Taxes and levies as applicable at the time of submission of bid to be mentioned separately.

1.5. Performance Bank Guarantee

1. The performance bank guarantee of 1500000/-(Rupees Fifteen lakh) of Lump sum from a Nationalised Bank/ Financial / Scheduled Bank and must be valid for the period duration and 180 days beyond the project period. The proceeds of the performance bank guarantee shall be payable to the Purchaser as compensation for any loss / penalties / liquidated damages resulting from the bidder's failure to complete its obligations under the contract. The performance guarantee shall be discharged by the Purchaser to the Successful Agency after 6 months post the completion of contract.
2. The Successful Agency shall have to furnish a renewed Performance Bank Guarantee for an appropriate extended period in case the Purchaser decides to extend the contract period post the completion of the project duration.
3. The Successful Agency shall submit a bank performance guarantee within 15 working days of receipt of the Notification of Award of Contract.

1.6. Indemnity

The Successful Agency shall indemnify, protect and save the Purchaser against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements.

1.7. Publicity

Any publicity by the Successful Agency in which the name of the Purchaser is to be used should be done only with the explicit written permission of the Purchaser.

1.8. Right to Accept Any Bid and to Reject Any or All Bids

Purchaser, reserves the right to accept or reject any Bid, and to annul the e-Tendering process and reject all RFP at any time prior to award of control, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for the Purchaser's action.

1.9. Risk Purchase Clause

In case the Successful Agency fails to deliver the stores of any instalment thereof within the period fixed for such delivery or at any time repudiates the contract before the expiry of such period, the LRMWWD is entitled to cancel the contract and repurchase the stores not delivered at the risk and cost of the defaulting Successful Agency. In the event of such a risk purchase, the defaulting Successful Agency shall be liable for any loss which the LRMWWD may sustain on that account provided the purchase, or if there is an agreement to purchase, such agreement is made, in case of default to deliver the stores by the stipulated delivery period, within six months from the date of such default and in case of repudiation of the contract before the expiry of the aforesaid delivery, within six months from the date of cancellation of the contract.

1.10. Fall Clause

It is a condition of the contract that, the price at which Successful Agency will provide services should not exceed the lowest price charged by Successful Agency to any customer and that in the event of the prices going down below the prices finalized in this tendering process, Successful Agency shall promptly furnish such information to Purchaser to enable to amend the contract rates for subsequent supplies.

1.11. Other Conditions

1. Neither the Purchaser nor the Successful Agency shall, without the express prior written consent of the other, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or thereunder, except that the Successful Agency shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.
2. The Agreement shall be written in English only. All correspondence and other documents pertaining to the Contract that are exchanged by Successful Agency and Purchaser shall be written in English or Marathi.
3. Unless terminated earlier, the Contract shall terminate on the completion of term as specified in the Contract and only after the obligations mentioned in the RFP Document are fulfilled to the satisfaction of the Purchaser.
4. The Successful Agency shall not transfer any interest, right, benefit or obligation under this Contract without the prior written consent of the Purchaser.
5. Any modification of this Contract shall be in writing and signed by an authorized representative of each Party.
6. Payment shall be made in Indian Rupees only.
7. The Successful Agency's Team shall comply with the laws in force in India in the course of performing this Contract.
8. The Successful Agency should be complying with all applicable laws and rules of Government of India and/or Government of Bihar.
9. The Labour Commissioner, LRMWWD reserves the right to annul all/partial services during the contract period, without assigning any reason otherwise.

1.12. General

1. Relationship between Successful Agency and Purchaser:

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2. Nothing in this Contract constitutes any fiduciary relationship between the Purchaser and Successful Agency/ Successful Agency's Team or any relationship of Purchaser employee, principal and agent, or partnership, between the Purchaser and Successful Agency.
3. Neither Successful Agency nor Purchaser has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Contract.
4. The Purchaser has no obligations to the Successful Agency's Team except as agreed under the terms of this Contract.

1.13. Survival

The provisions of the clauses of this Contract in relation to documents, data, processes, property, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless the Purchaser notifies the Successful Agency of its release from those obligations.

1.14. Entire Contract

The terms and conditions laid down in the RFP and all annexures, addendum thereto as also the Bid and any annexes thereto shall be read in consonance with and form an integral part of this Contract. This Contract supersedes any prior Contract, understanding or representation of the Successful Agency and Purchaser on the subject matter.

1.15. Governing Law

This Contract shall be governed in accordance with the laws of Union of India and State of Bihar.

1.16. Jurisdiction of Courts

Award of this contract and any dispute arising from it, whether contractual or non-contractual, will be governed by laws of India and subject to arbitration clause, be subject to the exclusive jurisdiction of the competent courts of Bihar, India.

1.17. Force Majeure

1. Force Majeure shall not include any events caused due to acts/omissions of such Bidder, Successful Agency or Purchaser, as the case may be, or result from a breach/contravention of any of the terms of the Contract, Bid and/or the RFP. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
2. The failure or occurrence of a delay in performance of any of the obligations of either Successful Agency or Purchaser shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The Purchaser will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Successful Agency/ Successful Agency's team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
3. In case of a Force Majeure, Successful Agency and Purchaser will endeavour to agree on an alternate mode of performance in order to ensure the continuity of service and

implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

4. The Successful Agency shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
5. For purposes of this Clause, "Force Majeure" means an event beyond the control of the either Successful Agency or Purchaser and not involving the fault or negligence and not foreseeable.
6. Such events may include, but are not limited to, Acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, and acts of terrorism, either in fires, floods, strikes, lock-outs and freight embargoes.
7. If a Force Majeure situation arises, the Successful Agency shall promptly notify the LRMWWD in writing of such conditions and the cause thereof within twenty calendar days.
8. Unless otherwise directed by the LRMWWD in writing, the Successful Agency shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay.
9. If the duration of delay continues beyond a period of three months, the LRMWWD and the Successful Agency shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding above, the decision of the LRMWWD, shall be final and binding on the Successful Agency.

1.18. Conditions Precedent

1. Subject to express terms to the contrary, the rights and obligations under this Agreement shall take effect only upon fulfilment of all the Conditions Precedent set out below. However, the Purchaser may at any time at its discretion waive fully or partially any of the Conditions Precedents for the Successful Agency:

2. The following Conditions Precedent need to be fulfilled by the Successful Agency on or before the execution of this Agreement:
    a. Provide Performance Bank Guarantee specified in this RFP
    b. Provide Purchaser true copies of its constitutional documents and Purchaser resolutions authorizing the execution, delivery and performance of this Agreement and the SLA with LRMWWD;

1.19. Non- Fulfilment of Conditions Precedent

1. In the event that any of the Conditions Precedent relating to Successful Agency has not been fulfilled, as per the Implementation Schedule and the same has not been waived by Purchaser fully or partially, this Agreement shall cease to have any effect as of that date.
2. In the event that the Agreement fails to come into effect on account of nonfulfillment of the Successful Agency's Conditions Precedent with regards to implementation schedule, Purchaser shall not be liable in any manner whatsoever to the Successful Agency and Purchaser shall forthwith invoke the Performance Guarantee and forfeit the guaranteed amount.
3. In the event that vacant possession of any of the Project facilities and/or Project Data has been delivered to the Successful Agency prior to the fulfilment in full of the Conditions

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Precedent, upon the termination of this Agreement such Project facilities and Project data shall immediately revert to purchaser free and clear from any encumbrances or claims.

4. Instead of terminating this Agreement as stated above, the Parties may mutually agree in writing to extend the time for fulfilling the Conditions Precedent and the Term of this Agreement. It is further clarified that any such extension of time shall be subject to imposition of penalties on Successful Agency linked to the delay in fulfilling the Conditions Precedent

1.20. Amendment to Agreement

Successful Agency and Department acknowledge and agree that amendments to this Agreement shall be made through mutual agreement between the Successful Agency and Purchaser in writing in accordance with the procedure this Agreement is executed and signed.

Annexure -1.

Outsource Manpower Details

An indicative list of manpower with category has been enlisted hereunder. The Minimum Qualification, Experience and monthly emoluments shall be fixed in due course of time prior to giving the final work order to the empanelled agencies.

TABLE-01 (GENERAL MANPOWER LIST)

Sl No	Name of the positions	Category (Highly Skilled/Skilled/Semi Skilled/Unskilled	Monthly Emoluments
1	Salesperson	**Skilled**	**To be paid in compliance of Code on wages 2019**
2	Office Assistant	**Skilled**	
3	Computer Operator-Cum-Data Entry Operator	**Skilled**	
4	IT Assistant	**Skilled**	
5	Helpdesk Manager	**Skilled**	
6	Electrician	**Skilled**	
7	Plumber	**Skilled**	
8	Head Watchman	**Skilled**	
9	Multi-Tasking Staff (IT Boy/IT Girl)	**Semi-Skilled**	
10	Watchman/Security Guard)	**Semi-Skilled**	
11	Attendant	**Unskilled**	
12	Sweeper	**Unskilled**	
13	Any Other Manpower of any category as required from time to time	**As per Category**	

TABLE-02(PROFESSIONAL MANPOWER LIST)

Sl No	Name of the positions	Educational Qualification and Experience	Monthly Emoluments range including all statutory benefits in INR
1	Head Salesperson(Highly skilled)	➢ Educational Qualification: MBA Marketing/Hotel management. ➢ Experience: 3 to 5 years of core experience in retail, hospitality, or corporate sales, with at least 2 years in a team-handling or supervisory role.	**35000/- to 65000/-**
2	Salesperson(skilled)	➢ Educational Qualification: Graduate in any stream. Excellent verbal communication skills are preferred. ➢ Experience: 2 to 4 years of experience in counter sales, customer service, or retail environments.	**25000/- to 50000/-**
3	Master Chef(cook) (Highly Skilled)	➢ Educational Qualification: Diploma or Bachelor's Degree in Hotel Management/Culinary Arts. Alternatively, a certified commercial cookery course from a recognized institute shall also be accepted. ➢ Experience: 5 to 7 years of culinary experience in reputable restaurants or hotels. Must have expertise in kitchen management, menu	**50000/- to 75000/-**

		planning, and leading a kitchen team.	
4	Assistant Chef/Assistant Cook(Skilled)	➢ Educational Qualification: 10th or 12th standard passed with a basic certificate course in food production or culinary arts. ➢ Experience: 2 to 4 years of experience working as a commis chef or line cook. Must be proficient in food preparation and assisting the head chef.	**25000/- to 50000/-**
5	Accounts Assistant(Skilled)	➢ Educational Qualification: Bachelor of Commerce (B.Com) or equivalent degree/Higher degree in Finance/Accounting. Proficiency in Tally, MS Excel, and basic GST/taxation laws is essential. ➢ Experience: 2 to 4 years of experience in maintaining ledgers, processing invoices, managing petty cash, and day-to-day bookkeeping	**25000/- to 30000/-**
6	Driver(LMV)(skilled)	➢ Educational Qualification: 10th standard passed. Must hold a valid Commercial Light Motor Vehicle (LMV) Driving License and have clean driving records. ➢ Experience: 3 to 5 years of commercial driving experience (corporate drivers, taxi fleets, or delivery vehicles). Good knowledge of local city routes and basic vehicle maintenance is required	**20000/- to 25000/-**
7	Head-waiter(Skilled)	➢ Educational Qualification: Higher Secondary (10+2) passed or a Diploma/Certificate in Food & Beverage (F&B) Service/Hospitality. ➢ Experience: 3 to 6 years of experience in fine dining or casual dining establishments, with at least 1 year managing floor staff and resolving customer complaints.	**25000/- to 50000/-**
8	Waiter(Semi-Skilled)	➢ Educational Qualification: 10th standard passed with Basic English and local language speaking skills. ➢ Experience: 0 to 2 years of experience in the hospitality sector. Basic knowledge of table manners, order taking, and service etiquettes is preferred (on-the-job training can be provided).	**20000/- to 30000/-**

Salary Increment:

1. The engaged General manpower (As per Table-01) will be eligible for increment in salary as per the Statutory labour Law enforceable at that time.
2. The engaged Professional manpower (As per Table-02) will be eligible for increment in salary @5% per annum and shall be applicable after completion of one year of service and from start of 2nd year of Service.
3. However, no change in the agency charge will be applicable against this increment. Decision of concerned Department/ Offices will be final in this regard.

SECTION-VI

Annexure I
Format for Technical Bid
Form 1: Covering Letter for Technical Bid
(On Bidders Letterhead)

Date: dd/mm/2026

To,

Labour Commissioner,
LRMWWD
B Wing, 3rd Floor, Niyojan Bhawan,
Near Income Tax Golamber, Patna - 800001
Phone No: - 0612-2535559

Reference: Request for Proposal (RFP) for Selection and empanelment of Manpower Supply Agency (SA) for Supply of various manpower in Labour Resources and Migrant workers Welfare Department

Sir,

We hereby offer to **Selection and empanelment of Manpower Supply Agency (SA) for Supply of various manpower in Labour Resources and Migrant workers Welfare Department** as specified in this RFP at the prices specified in the Financial bid or at the negotiated price during the tendering process.

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

i. All the services/ deliverable shall be performed strictly in accordance with the RFP documents and we agree to all the terms and conditions in the RFP including all the corresponding addendums & corrigendum and any other work as may subsequently be mutually agreed between us and the Purchaser or its appointed representatives
ii. We accept that there won't be any escalation/ increase in the final rate quoted by us in the financial bid.
iii. We agree to abide by our offer for a period of 180 days from the last date of submission of Financial bid prescribed by the Purchaser and that we shall remain bound by a communication of acceptance within that time.
iv. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake provision as per these terms and conditions. The deviations from the requirement specifications of RFP items and schedule of requirements are only those mentioned in our response. The deviations from the terms and conditions of the RFP are only those mentioned in our response
v. We hereby certify that the BIDDER/Owner signing the RFP is the constituted attorney.
vi. We do hereby undertake that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
vii. Purchaser or its authorized representatives conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize (any public official, engineer, bank, depository, manufacturer, distributor, etc.) or any other person

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or firm to furnish pertinent information deemed necessary and requested by Purchaser to verify statements and information provided in this application or regarding our competence and standing.

viii. We declare that there is no conflict of interest in the services that we will be providing under the terms and conditions of this RFP.

ix. We declare that we are not involved in any litigation that may have an impact of affecting or compromising the delivery of services as required under this RFP, and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

x. We declare that the statements made and the information provided in the duly completed application are complete, true and correct in every detail. On verification at any time in the future if it is found that information furnished with this application and statements made therein are not true, incomplete or incorrect, we hereby authorize LRMWWD to reject our application.

Signature of Authorized Signatory (with official seal) & Date

Name :

Designation :

Address :

Telephone :

E-mail address :

Form 2: Technical Bid Checklist (On Bidders Letterhead)

1. **All documents as per Pre-Qualification Criteria**
2. **All documents as per Technical Eligibility Criteria**
3. **EMD**
4. **Form 1**
5. **Form 2**
6. **Form 3**
7. **Form 4**
8. **Form 5**
9. **Form 6**

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Form 3: General Profile of the bidder (On Bidders Letterhead)

The bidder must attach photocopies of documents mentioned in the table below (if applicable) self-attested copy along with the Technical Bid otherwise their bid will be rejected.

S. No.	Particulars						Details to be furnished
1	Name of Tendering Company & date of inception (Attach attested copy)						
2	Years since inception (Please tick)	less than 5 years	>5 to less than 6 years	>6 to less than 7 years	7 to less than 8 years	more than 8 years	
3	Name of Proprietor/Director of Company						
4	Full address of Registered Office with Mobile No. and E-Mail						
5	Full address of operating/ Branch Office with Mobile No. and E-Mail.						
6	Banker of Company with full address (Attach certified copy of statement of A/C for the last three years)						
7	PAN/TAN No. (Attested copy attached)						
8	GSTIN No. with latest GST return (Attach attested copy)						
9	Copy of valid ISO: 9001:2015, ISO: 10002:2018, ISO: 27001:2015, OHSAS:45001:2018 certification (Attach attested copy)						
10	EPF Registration No. with latest ECR return (Attach attested copy)						
11	ESI Registration No. with latest ECR return (Attach attested copy)						
12	Documents showing successful completion of at least three years of similar services for providing human resources (Attach attested copy).						
13	Give details of the major similar contracts related to provision of minimum 300 (Three hundred) manpower services handled by the tendering Company on behalf of PSUs, Banks and Government Departments during the last three years. (Attested copy attached).						
14	Notarized affidavit under signatures of the owner stating that the Company is / has not been black listed by Central/ State Government / PSU.						
15	Notarized affidavit under signatures of the owner stating that the Company agrees to respect and compile all the conditions prescribed in manual for providing services on outsource.						

16	Notarized affidavit under signatures of the owner stating that the Company agrees to compliance "The B i h a r State Employment to Local Candidates "	
17.	Articles of Association (in case of registered documents firms), Bye laws and certificate of registration (in case of registered cooperative societies), Partnership deed (in case of partnership firm), Registration certificate in case of sole proprietary. (Attested copy attached)	
18	Audited balance sheet and P&L account statement of the last three financial years (Attach attested copy)	
19	Certificate from chartered accountant on their letter head having CA's registration number, duly signed and stamped confirming the net profit of the bidder for the last three financial years.	
20	Details of Authorized Contact Person	
a.	Name	
b.	Designation	
c.	email ID	
d.	Contact No.	

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Form 4: Performance details

(To be printed on the official letterhead of the bidder & signed by the Authorized Signatory, and uploaded in the Technical Bid Envelope)

To,

The Labour Commissioner,
Labour Resources & Migrant Workers Welfare Department
Government of Bihar, Patna.

Dear Sir,
Please find the details of projects executed by us as follows: -

Project Title: *(Attach separate sheet for each Project)*			
Order date			
Start Date (month/year):		End Date (month/year):	
Name of Client			
Address			
Type of Client (Central Government or State Government or Semi Government or Corporation or Government Board)			
Project Value in INR			
Total Human Resources			
Total skilled Manpower			
Brief Description of Project:			
Referrals (Client side): Provide one referral only.			
Name			
Designation			
Role in the Project:			
Contact Number			

Note: Please upload the Work orders and Completion Certificates issued by concerned organizations.

Signature of Authorized Signatory (with official seal) & Date	
Name	:
Designation	:
Address	:
Telephone	:
E-mail address	:

Form 5: Financial Capability

<On the letterhead of the Chartered Accountant >

<To be submitted along with Audited Financial Statements to demonstrate that they meet the requirements>

Date: dd/mm/yyyy

To,

The Labour Commissioner,
Labour Resources & Migrant Workers Welfare Department
Government of Bihar, Patna

Sir/ Madam,

We have examined the books of accounts and other relevant records of <<Bidder>>. On the basis of such examination and according to the information and explanation given to us, and to the best of our knowledge & belief, we hereby certify that the annual turnover given below:

Financial Parameters ↓↓	**FY 2022- 2023**	**FY 2023-24**	**FY 2024-25**	**Average Annual T/O**
Average Annual Turnover from Manpower supply Services.				
Net Worth				

(Signature of the Chartered Accountant)	
Name	:
Designation	:
Membership Number	:
Date	
Company Seal	:
Business Address	:
UDIN and Date	

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Form 6: Declaration/Affidavit for not being under an ineligibility for corrupt or fraudulent practices or blacklisted

<<On Rs. 1000/- or above stamp paper >>

(Note: Any bidder using any other format shall be liable for rejection in technical bid)

1. I/We do hereby certify that all the statements made in our bids in response to the RFP No.-..... dated XX/XX/2026 and in the required attachments are true, correct and complete. I / we am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my bid at any stage besides liabilities towards prosecution under appropriate law.
2. I/We, on behalf of ..... (Name of the Proprietor), with its registered office at ..... do hereby declare that neither our firm nor any of partners/promoters/authorized representatives/Director of the firm or any related firm of promoters of the bidder firm is not under a declaration of ineligibility for corrupt and fraudulent practices or for any other reason, whatsoever and has never been suspended or blacklisted by any Central / State Govt. Agencies/Government Autonomous bodies or procurement portals. We also undertake that I/we never have been blacklisted/banned/convicted by any court of law for any criminal or civil offences/declared ineligible by any entity of any State/Central Government/Government body or public sector undertaking in India for participation in future bids for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reason which has not been specified above. Further I as proprietor or our partner/Director/firm is not having any enquiry/investigations/litigations pending as on submission of the bid.
3. I/We on behalf of ..... (Name of the Proprietor) do hereby affirm and undertake that we have carefully read and understood the whole RFP documents and will unconditionally abide by all the terms and conditions given in the RFP document vide RFP No.- ..... dated XX/XX/2026.
4. I/We hereby also declare that :-

(a) I/We am/are not convicted for any of the offenses under the Prevention of Corruption Act, 1988; Or

(b) I/We am/are not been convicted under any Indian Penal Code or any law in force, for creating public injury to person or property or risk to public health as a part of execution of public procurement contract;

(c) I/We have not violated the code of integrity in the past;

(d) My/Our Security Deposit or EMD or performance security deposit or any other deposit was not withheld (fully or partly) by the purchaser during any procurement process or contract execution undertaken by purchaser in the past;

(e) I/We accept that in case of any irregularity, lapses, non-compliances, LRMWWD decision shall be final and binding on me/us.

Thanking you, Yours faithfully

Signature of Authorized Signatory (with official seal) & Date	
Name	:
Designation	:
Address	:
Telephone	:
E-mail address	:

Form 7: Format for Performance Bank Guarantee

(To be executed on non-Judicial stamped paper of an appropriate value)

Date .....

Bank Guarantee No: ..... Amount of Guarantee.....

Guarantee Period: ..... From ..... to ..... Guarantee Expiry Date: .....

Last date of Lodgement.....

WHEREAS The Department <Name> having its office at <Address> (hereinafter referred to as "The Purchaser" which expression shall unless repugnant to the context includes their legal representatives, successor and assigns) has executed a binding to the contract on (Please insert date of acceptance of the letter of acceptance (LoA) ("Contract") with (insert name of the Successful Agency).....(hereinafter referred to as the "Successful Agency" which expression shall unless repugnant to the context include its legal representatives, succession shall permitted assigns) for the performance, execution and providing of services ("Service") shall have the meaning ascribed to it in the Contract) based on the terms & conditions set out in the RFP Documents number (insert reference number of the RFP Documents) dated (insert date of issue of RFP Documents)..... And various other documents forming Part thereof,

AND WHEREAS one of the conditions of the Contract is that the Successful Agency shall furnish to the Purchaser a Bank Guarantee from a Nationalized in India for an amount equal to 3% (Three per cent) of the contract amount guaranteed under this bank guarantee shall hereinafter be referred to as the "Guaranteed Amount") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Successful Agency for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Successful Agency has approached (insert the name of the Nationalized) (hereinafter referred to as the "Bank") having its registered office at (insert the address).....and at the request of the Successful Agency and

In consideration of the promises made by the Successful Agency, the Bank has agreed to give such guarantee as hereunder:

1. The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Successful Agency merely on a demand raised by the Purchaser stating that the amount claimed is due to the Purchaser under the Contract. Any such demand made on the Bank by the Purchaser shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Purchaser in such Demand. The Purchaser shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Purchaser by the Bank under this bank guarantee shall not exceed the guaranteed Amount. In each case of demand, resulting to change of PBG values, the Purchaser shall surrender the current PGB to the bank for amendment in price.
2. However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding (figure of Guaranteed Amount to be inserted here) ..... Only)
3. The Purchaser will have the full liberty without referenced to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Purchaser under the Contract and to enforce to forbear endorsing any powers or rights or by reasons of time being given to the Successful Agency which under law relating the Surety would but for the provisions have the effect of releasing the surety.
4. The rights of the Purchaser to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Successful Agency and / or that any dispute(s) are pending before any office, tribunal or court in respect of such guaranteed Amount and / or the Contract.
5. The guaranteed herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Successful Agency but shall in all respects and for all purposes be binding and operative until payment of all money due to the Purchaser in respect of such liability or liabilities is affected.
6. This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction

of the Courts of Bihar for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.

7. All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
8. NOT WITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
9. Unless a Demand under this bank guarantee is filed against the Bank within 180 days from the date of expiry of this bank guarantee all the rights of the Purchaser under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
10. However, in the opinion of the Purchaser, if the Successful Agency's obligation against which this bank guarantee is given are not completed or fully performed by the Successful Agency within the period prescribed under the Contract, on request of the Successful Agency, the Bank hereby agrees to further extend the bank guarantee, till the Successful Agency fulfils its obligations under the Contract.
11. We have the power to issue this bank guarantee in your favour under Memorandum and article of Association, and the Undersigned has full power to do so under the Power o f Attorney dated (date of power of attorney to be inserted) .....granted to him by the Bank.

Date:

Bank:

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank.

7.1 Financial Bid Formats

< Through the excel sheet available at Eproc2 portal only >

Note: The below format is only informative for bidders. Bidders are requested not quote anything at this page.

Name of Scheme: **Request for Proposal (RFP) for Selection and empanelment of Manpower Supply Agency (SA) for Supply of various manpower in Labour Resources and Migrant workers Welfare Department.**

Tender Notice No: .....

Name of the Bidding Firm: _____

FINANCIAL SHEET

TABLE-1

Sl No	Name of the positions	Category (High Skilled/Skilled/Semi Skilled/Unskilled	Proposed per Man-month Emoluments including all statutory benefits by Service Provider in line with Section-V, Annexure-1
1	Head Salesperson	**Highly-skilled**	
2	Salesperson	**Skilled**	
3	Master Chef(cook)	**Highly-skilled**	
4	Assistant Chef/Assistant Cook	**Skilled**	
5	Accounts Assistant	**Skilled**	
6	Driver(LMV)	**Skilled**	
7	Head-waiter	**Skilled**	
8	Waiter	**Semi-Skilled**	
Total Unit Cost Table -1			**Rs**

TABLE-2

A	Service charge of the bidder on total unit cost of Table 1 in %	_____%
B	Total Unit cost including Services Charge in Rs	_____(INR)
C	Add GST on A in %age	_____%

Important points to be noted:

- Bidders are requested to refer **Section-V, Annexure-1 > Outsources Manpower Details > Table-02(professional manpower list)** before quoting the man month price in Table-1 of this financial bid. The price bid of bidders, quoting man-month price less than the minimum threshold wages as mentioned in Section-V, Annexure-1 shall be out-rightly rejected and dis-qualified in financial bid evaluation.
- Bidders shall strictly follow the circular published by Finance Department, Govt. of Bihar vide Memo No.: 2988 dated 23-03-2023 regarding services charges rates for outsourced manpower.
- The rates should be limited to 2 decimal points only.
- In case of variation between rates mentioned in figures & words, the amount in words shall prevail.
- In case of increase/decrease in numbers of manpower, contract duration, the calculation shall accordingly be done.
- **QCBS Evaluation shall be done based on the price quoted for Service charge mentioned in Row-B only in Table 2.**

8 Annexure III: Draft Master Service Agreement

This AGREEMENT is made at_____, Bihar, on this ____day of, _____ 2026, BETWEEN

Labour Resources & Migrant Workers Welfare Deptt referred to as "LRMWWD" of the FIRST PART;

AND

----------, a company registered under the Companies Act, 1956/ Partnership Act, 1932/ Proprietorship , having its registered office at ---------- , hereinafter referred to as "The Bidder", (which expression shall include its successor, administrators, executors and permitted assignees), of the SECOND PART.

Whereas LRMWWD has envisaged Request for Proposal (RFP) for Selection and empanelment of Manpower Supply Agency (SA) for Supply of various manpower in Labour Resources and Migrant workers Welfare Department and Other offices within the department (hereinafter referred to as the "said Project");

And whereas LRMWWD has published the Request for Proposal (RFP) for Selection and empanelment of Manpower Supply Agency (SA) for Supply of various manpower in Labour Resources and Migrant workers Welfare Department and Other offices within the department;

And whereas M/s---------- has submitted its proposal to Supply of various manpower in Labour Resources and Migrant workers Welfare Department and Other offices within the department.

And whereas LRMWWD and M/s ----------have decided to enter into this Agreement on the terms and conditions stipulated hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH and the parties hereto hereby mutually agree as follows: -

The Agreement shall consist of this Contract Form and the following documents, and the exhibits, drawings, specifications and other documents referred to therein (hereinafter the 'Contract Documents'), all of which by this reference are incorporated herein and made part hereof:

1. Notification of Award / Work Order
2. RFP/ RFP Document
3. Scope of Work as given in the RFP/ RFP Document.
4. Payment schedule as given in the RFP/ RFP Document.
5. Terms & Conditions of Contract as given in the RFP/ RFP Document.
6. Service Level Agreement (SLA) as given in the RFP/ RFP Document.
7. Technical proposal of bidder.
8. Financial Proposal

This Agreement sets forth the entire contract and agreement between the parties pertaining to "Request for Proposal (RFP) for Selection and empanelment of Manpower Supply Agency (SA) for Supply of various manpower in Labour Resources and Migrant workers Welfare Department and Other offices within the department" and supersedes any and all earlier verbal or written agreements. This agreement shall prevail over all other Contract Documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

In consideration of the payments to be made by the Corporation to the BIDDER as hereinafter mentioned, the BIDDER hereby covenants with the Purchaser to maintain and operate the entire proposed solution and to remedy defects therein in conformity in all respects with the

provisions of the Contract. The Contract Price or such other sum as may become payable under the provisions of the agreement shall be at the times and in the manner prescribed in the Agreement.

Any notice under this agreement shall be in the form of letter, fax. Notices to either party will be given at such address/addresses as such party shall specify from time to time by written notice to the other. In the absence of such notice to the contrary, notice to the Purchaser shall be properly addressed to:

To,

Labour commissioner,
LRMWWD,
B Wing, 3rd Floor, Niyojan Bhawan,
Near Income Tax Golamber, Patna - 800001

and notice to the BIDDER shall be properly addressed to:

_____

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed sealed and Delivery By;

Labour Commissioner
LRMWWD,

By ----------

For and on behalf of LRMWWD Signed, sealed and delivered

By ----------

For and on behalf of the "BIDDER", Witnesses:
(1)
(2)

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

<< Scope of Work, Project & Payment Schedule, Terms & Conditions as specified above in the RFP document>>

Note:

- The stamp duty payable for the contract shall be borne by the BIDDER
- The above Draft Master Service Agreement is only an indicative description of the contract agreement. However, the actual contract agreement shall be finalized and notified by the Purchaser after final selection of the BIDDER

Annexure-IV

Affidavit Format

(Attested by Notary Public on Stamp Paper of Rs. 100)

I,……..Son / Daughter / wife of……. aged about……years, ... resident of… do hereby solemnly affirm / state on oath
as under:-

1. I have registered myself under (Name of Empanelled Agency) …..... for providing service on outsource basis.
2. I have been recommended for the designation of Manpower……for providing service on outsource basis by the (Name of concerned Department / Office)……..
3. I have read all the provisions about terms and conditions of service based on outsource adopted in manual of Resolution No……. dated… .....of Bihar Government and I hereby undertake to abide by them.
4. I declare that no legal case, criminal or civil, is pending against me before any judicial authorities or agency in the government.
5. I understand that my EPF, ESIC, Bonus etc. claim will be taken care by the concerned empaneled agency if applicable to me. Accordingly, I will claim to concern empaneled agency and not to department or office of Govt. of Bihar.
6. I declare that I will not claim to department or office for any service regularization or permanent appointment, any kind of pension, gratuity or other retirement benefits in future.

If information given in this affidavit or oath is found to be false, I will be fully liable to be removed from the concerned Department / Office and concerned Department / Office shall be free to take any legal / penal action against me under the provisions of IPC.

Place……..

Signature of Deponent (Full Name of Deponent)

VERIFICATION

I, the above-named deponent do hereby verify and declare that the content of the Affidavit are true and correct to the best of my knowledge and belief. No part of it is false and nothing material has been concealed therein.

Verified at……this……...day of……..20...

Notary Seal

Deponent

Annexure-V

Invoicing Format

<On the letterhead of the Selected Agency >
<To be submitted along with all relevant documents>

Date: dd/mm/yyyy

To,

The Labour Commissioner,
Labour Resources & Migrant Workers Welfare Department
Government of Bihar, Patna

Subject: Submission of monthly invoice for the month of ..... Year .....

Sir,

With reference to the above, please find here with our monthly invoice for the supply of various manpower in Labour resources & Migrant Workers Welfare Department, Bihar and its allied offices.

INVOICE SHEET

TABLE-1

Sl No	Name of the positions	Place of Posting	Category	Rate per Man-month	Total Number of Manpower	Monthly Emoluments including all statutory benefits
1						
2						
.						
.						
.						
N						
				(A) Total Unit Cost Table -1 in Rs		Rs

TABLE-2

B	Service charge @ .....% (As per the financial bid) on total amount of monthly wages (A)	**Rs**
C	Add GST @ ____% on Sub Total of B	**Rs**
D	Total Amount A+B+C in Rs	**Rs**

**********End of Document**********