



PATNA MUNICIPAL CORPORATION

Request for Proposal for Empanelment of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities at Patna Municipal Corporation

NIT NO: 01/CME/PMC/2022

PATNA MUNICIPAL CORPORATION

2ND Floor, Maurya Lok, Patna-800 001.

Tel: +91 612 222 3791

E-Mail: patnamc-bih@gov.in

Website: www.patnamagarnigam.in

DISCLAIMER:

Though adequate care has been taken while preparing the RFP document, the Bidders/Applicants shall satisfy them that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within five (5) days from the date of notification of RFP /Issue of the RFP documents, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.

Patna Municipal Corporation (PMC) reserves the right to modify, amend or supplement this RFP document including all formats and Annexure. Any such change would be communicated to the applicants by posting it on the website www.eproc2.bihar.gov.in.

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

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

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

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

SD/-
MUNICIPAL COMMISSIONER
PATNA MUNICIPAL CORPORATION

TABLE OF CONTENTS

1. Instructions for Online Bid Submission	5
2. Introduction.....	7
3. Conditions of Eligibility of Bidder.....	10
4. General Conditions of Contract	24
5. Special Condition of Contract	33
Annexure.....	42

NIT No: 01/CME/PMC/2022

Date: 05/01/2022

**INVITATION FOR BIDS
SHORT TENDER
REQUEST FOR PROPOSAL**

Patna Municipal Corporation invites online proposals for Empanelment of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities At PATNA MUNICIPAL CORPORATION.

Details of schedule for the bid are given below:-.

Sl. #	Activity	Timeline & Address
1	Start date of bid	From 12.01.2022 (10:00 Hrs.) (www.eproc2.bihar.gov.in)
2	Pre-bid Meeting date (Only two members per bidder are allowed).	13.01.2022 (16:00 Hrs.) (At the office of Municipal Commissioner, Patna Municipal Corporation)
4	Last date for submission of Bids (online).	19.01.2022, Till 16.00 Hrs.
5	Last date for submission of Bids by hard copy.	20.01.2022, Till 15.00 Hrs.
6	Opening of technical Bids	20.01.2022 At 16:00 Hrs. At Chief Municipal Office, 4 th Floor ,C- Block, MauryaLok Complex, Patna.
7	Date of opening of financial bid	To be informed later to technically qualified bidder.
8.	Cost of Bidding Document(Tender Fee)	Tender Fee Rs 10,000 (Non Refundable) to be paid through Online at www.eproc2.bihar.gov.in
9.	EMD	Rs 500000.00 (Rupees five Lacs only) (Refundable) paid through Online at www.eproc2.bihar.gov.in . or In case of Bank guarantee EMD should paid in the favor of "Municipal Commissioner, Patna Municipal Corporation" payable at Patna.

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

For Queries & Clarifications, send e-mail to: patnamc-bih@gov.in/cmepmcprda01@gmail.com

SD/-
MUNICIPAL COMMISSIONER,
PATNA MUNICIPAL CORPORATION

1. Instructions for Online Bid Submission

- I. The RFP document containing the project profile, invitation for qualification and criteria for evaluation may be obtained from the website: www.eproc2.bihar.gov.in
- II. For support related to e-tendering process, bidders may contact at following address “e-Procurement HELP DESK, Toll Free Number: 1800 572 6571 Email Id: eproc2support@bihar.gov.in, eProc 2.0 Help Desk Address: mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar.
- III. Vendor may visit www.eproc2.bihar.gov.in.
- IV. Detailed N.I.T can be seen of website www.eproc2.bihar.gov.in.
- V. PMC will not be responsible, in case of any delay, due to any reason whatsoever, in receipt of Bid Documents by the Bidders.
- VI. The PMC reserves the right to reject any or all Bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case, no Bidder/ intending Bidder shall have any claim arising out of such action.
- VII. For participating in e-tendering process, the contractor shall have to get themselves registered to get user ID, Password and digital signature. This will enable them to access the website www.eproc.bihar.gov.in and download/participate in e-tender.
- VIII. Those who are not registered in e-tendering systems, they may contact “e- Procurement HELP DESK, Toll Free Number: 1800 572 6571 Email Id: eproc2support@bihar.gov.in, eProc 2.0 Help Desk Address: mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar.
- IX. PMC, Patna intends to undertake a competitive bidding process in order to shortlist and qualify suitable Bidders, who shall be eligible for evaluation of their price bids towards selection of the successful bidder in terms of the RFP for award of the project.
- X. The detail of the bidding process and summary of the scope of construction works for the project is included in the RFP document.
- XI. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
- XII. In the unlikely event of the server for www.eproc2.bihar.gov.in being down for more than two consecutive hours (in the period from midnight to closing time for receipt of tenders) on the last date of receiving of bid, the last date of the same shall be extended by concerned authority only to the next working day till the last receiving time stipulated in the original NIT.

- XIII. The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded. If they feel that the complete file is not uploaded then they should click on cancel & update the same
- XIV. Before submission. The bidders should satisfy themselves of download ability/ visibility of the scanned & uploaded file by them.
- XV. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last hour's technical snags.
- XVI. In exceptional circumstances, the competent authority, PMC may solicit the Bidder's consent to an extension of the period of validity.
- XVII. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
- XVIII. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given for respective tenders in e-Procurement website (www.eproc2.bihar.gov.in) at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate, /documents in the e-Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness /authenticity.
- XIX. Corrigendum/ Addendum, if any, will be published on the website (www.eproc2.bihar.gov.in) itself.
- XX. Bidder should submit the Tender Fee/ EMD (online receipt/ original Bank guarantee), pre-qualification bid and the Technical Bid in hard copy also as per Clause of this RFP. The Financial bid should be submitted only online. The Financial bid submitted in hard copy shall be treated as non-responsive and eligible for rejection. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- XXI. The bidder has to select the payment option as online to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- XXII. The details of the Tender fee/EMD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
- XXIII. A bid processing fee of 590 (Non-Refundable) to be paid only through e-Payment modes i.e. Internet Payment Gateway (Master or Visa Card) /Internet Banking/NEFT or RTGS towards charges for online processing charges of beltron.
- XXIV. For any queries regarding Tendering process, the bidders may contact at address as provided in the tender document.

2. Introduction

The Patna Municipal Corporation was established on the 15th August 1952, in accordance with The Patna Municipal Corporation Act, 1951, which was published in the Bihar Gazettes Extraordinary No.249 the 30th July 1952, by the Govt. of Bihar in their Notification No. L.S.G. 1088/52 Leg-538 dated 26th July 1952. The Patna Municipal Corporation Act 1951 came into force on 15-08-1952 with the enforcement of Act, the former Patna City Municipality, the former Patna administrative committee and the former Patna Bankipur joint water works committee were replaced by The Patna Municipal Corporation on 15-08-1952. Thus came into being a New Civic Body with the merger of the 88 year Old Patna City Municipality and the 35 year old Patna Administration Committee with more powers and responsibilities and the PMC was established with effect from 15th August 1952, by virtue of orders issued by Govt. in their notification No. 6613 dated 9th August, 1952, published in the Bihar Gazettes Extraordinary No.95 the 11th August 1952. The first elections of the councillors were completed in March 1954, but they came in office on the 1st February 1955.

Present Administrative Set Up

Recent election of The Patna Municipal Corporation was held by the State Election Commission, Bihar, Patna in April 2017. There are 75 wards in PMC and Ward Councillors have been elected for each ward. According to the provisions of the Bihar Municipal Act 2007, there are following Municipal authorities:

- (a) The Corporation
- (b) The Empowered Standing Committee
- (c) The Municipal Commissioner

The PMC consists of a Hon'ble Mayor, a Hon'ble Deputy Mayor and 73 other Hon'ble Ward Councillors. The PMC functions through an Empowered Standing Committee which consists of 9 Hon'ble Ward Councillors including Hon'ble Mayor and Dy. Mayor. The members of the House of People and The State Legislative Assembly representing constituencies which fall wholly or partially under the Corporation area and the members of the Council of the State and the members of the State Legislative Council registered as electors within the Municipal Corporation area are also members of this Corporation. All the 75 wards of the Patna Municipal Corporation are under the executive control of 6 Circles. Each Circle is administered by an Executive Officer who is deputed by the State Government. Each Circle also has an Asst. Health Officer to supervise sanitation works. Each ward has a Sanitary Inspector. The administration of the Corporation is under the direct control of the

Municipal Commissioner who sits at the Apex Corporation Office located at Budha Marg, Patna. To Control, Monitor and Perform the functions of the Corporation, 3 Additional Municipal Commissioners, Executive Officers, Health Officers, Asst. Health Officers, Revenue Officers, Chief Engineers, Chief Accounts Officer, Vigilance Officer, Secretary, Asst. Engineers etc. are also working. The present requirement is creation of more Administrative Circles and further decentralization of Power and work to increase efficiency and also to take civic amenities being provided by the PMC to the door step of rent payers. Situation is expected to improve with the imminent computerization in the Head Quarter and all the Circle Offices.

2.1 scope of project

The Authority has decided to carry out the process for empanelment of Agencies for supply of unskilled, semiskilled, and skilled manpower for Performing and Managing Day to Day Activities like sanitary works, security services works, driver service work, Plumbing work, Electric Work, Carpenter Work, vehicle

repairing work and other routine jobs etc. of Patna Municipal Corporation. The Agency shall perform the activities in accordance with the scope of work and other terms and condition as specified in this RFP.

2.2 Request for Proposals

The Authority invites proposals (the “Proposals”) for empanelment of Agency (the “Agency”) for supply of unskilled, semiskilled and skilled manpower for Performing and Managing Day to Day Activities like sanitary works, security services works, driver service, work Plumbing work, Electric Work, Carpenter Work and other routine jobs etc of Patna Municipal Corporation in conformity with the scope of work and other terms and condition as specified in this RFP.

The Authority intends to empanelment the Agency through an open competitive bidding process in accordance with the procedure set out herein.

2.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, sending written queries to the Authority, and attending a Pre-Proposal Conference on the date and time specified in Details of schedule for the bid.

2.4 Sale of RFP Document

RFP document can be downloaded from the website of www.eproc2.bihar.gov.in. However, the bids of only those Applicants shall be considered for evaluations who have made payment of Rs 10,000/- (Rs Ten thousand only) for the RFP document plus service & gateway charges, without the copy of acknowledgement of payment bids will not be accepted. The RFP Fee of Rs 10,000/- (Rs. Ten thousand only) is Non Refundable and is to be paid through online only at www.eproc2.bihar.gov.in.

2.5 Validity of the Proposal

The Proposal shall be valid for a period of 180 days from the Proposal Due Date (the “PDD”).

2.6 Brief description of the empanelment

The Authority has adopted a two stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising of technical bids and financial bids to be submitted by the Applicant. For avoidance of doubt, the technical proposal shall be submitted in hard copy to the Authority Address and in soft copy online through e-procurement portal and the financial proposal shall be submitted only online through e-procurement. The selection will be done through **LCS (Least Cost Based Selection)**. In the first stage, a technical evaluation will be carried out as specified in this RFP. Based on this technical evaluation, a list of short-listed applicants shall be prepared. In the second stage, a financial evaluation will be carried out as specified. Proposals will finally be ranked according to their financial scores as **lowest price bid will be declared L1** and then L2, L3 subsequently. Once L1 rates are finalized as per procedure defined in this RFP (LCS basis), L2, L3, L4, L5 and L6 only bidders shall be given the option to match L1 rates and get empanelled with PMC. Final decision for empanelling the agencies who qualify and agree to the terms will

be of PMC. **PMC is not bound to award work to the every empanelled agency. The proposals being invited are non-binding and without any commitment of award of work.**

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

Prospective Applicants may visit the Patna Municipal Corporation Office and review the available data at any time prior to PDD. For this purpose, they will provide at least two days' notice to the nodal officer specified in Clause 2.9

2.8 Pre-Proposal Conference

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

Date and Time: As mentioned in details of schedule for the bid 13.01.2022- (16:00 Hrs.)

Venue: As mentioned **At PMC office, Maurya Lok, Patna.**

2.9 Official Contact for the proposal

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

Municipal Commissioner,
Patna Municipal Corporation
Address: 2nd Floor, c-block , Maurya Lok, Patna, Pin: 80001
Email: patnamc-bih@gov.in/cmepmcprda01@gmail.com

Or

Chief Municipal Engineer,
Patna Municipal Corporation
Address: 4th Floor,c-block, Maurya Lok, Patna, Pin: 80001
Email: patnamc-bih@gov.in/cmepmcprda01@gmail.com

Further for any clarification or any information, the bidders can contact at the below given number:
Mobile: 9146133228.

2.10 The Official Website for submission of online Bid is:

<http://www.eproc2.bihar.gov.in>

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

RFP Notice No. (as per brief NIT) for selection of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities at Patna Municipal Corporation.

3. Conditions of Eligibility of Bidder

3.1 Eligibility of Applicants

- (i) Bidder must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for technical evaluation.
- (ii) Consortium/joint venture is not allowed for this work.
- (iii) To be eligible for evaluation of its Proposal, the bidder shall fulfill the following:

A. Basic Eligibility criteria

- a. An entity registered under Indian Companies Act 1956 / 2013 or Limited Liability Partnership Act 2008 or equivalent law abroad / Institutions registered under Societies Act.
- b. Valid PAN card and GST registration in India.
- c. Valid EPF and ESIC registration.
- d. The bidder should submit a notarized affidavit that the agency firm has not been black listed from any State/Central Government Departments/PSU. The bidder should submit/attach copy of a notarized affidavit and self undertaking with technical bid as a proof.
- e. Registered office in India which is operational for at least last three years preceding proposal due date (PDD).
- f. Valid character certificate of Individual/ partners/ directors and its authorized person.

B. Technical Eligibility

- a. The bidder shall have successfully completed at least one eligible assignment with single contract value of Rs. 5 Cr. in last five years in any state government body /central government/ PSU. Prior experience of working in Bihar will be advantageous.

Or

The bidder shall have successfully completed at least two eligible assignments with single contract value of Rs. 3 Cr. in last five years in any state government body /central government/ PSU. Prior experience of working in Bihar will be advantageous.

Or

The bidder shall have successfully completed at least three eligible assignments with single contract value of Rs. 2 Cr. in last five years in any state government body /central government/ PSU. Prior experience of working in Bihar will be advantageous.

Eligible Assignment: Experience of supply of unskilled/skilled manpower to any state government body /central government/ PSU in last 5 years preceding PDD. Client Agreement as proof of contract value along with work order/completion certificate must be enclosed.

- b. The agency shall have maintained a minimum staff of 500 Skilled/unskilled manpower in any one year in last five years.- The bidder should submit/attach copy of EPF/ESI challans as a proofs with technical bid as a proof.

C. Financial Eligibility

a. Average annual turnover of Rs. 5 Crore in last 3 (three) Financial Years.(2018-19, 2019-20 & 2020-21)

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

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

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

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

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

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

i. Incorporation certificate of the company /Proof of Company registration document/MoA.

ii. Copy of Agreement & Work order/ Performance certificate of the client certificate for which technical capacity is claimed;

iii. Certificate(s) (completion or Currently operating, as the case may be) from its concerned client(s) in support of "eligibility" clearly stating the capacity of project including performance of the firm for the work completed during the contract period of the project in respect of the projects whose experience is claimed.

- Performance certificate should be issued from the concerned client(s)
- In case a particular work/contract has been jointly executed by the Bidder (as part of a consortium/Joint Venture), it should further support its claim for the share in work done for that particular work/contract;

iv. Audited balance sheet of preceding three financial years (2018-19, 2019-20 & 2020-21) from the due date of submission of this bid and Certificate(s) from its Statutory Auditors in support of "the Financial Eligibility".

v. Copy of the GST and Copy of PAN Card.

- vi. Copy of EPF and ESIC.
- vii. Affidavit on notarized non-judiciary stamp paper for no-blacklisting / debarred.
- viii Copy of valid character certificate.
- ix. All annexure as per RFP (If applicable)

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

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

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

3.2 Conflict of Interest

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

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

3.3 Number of Proposals

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

3.4 Cost of Proposal

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

3.5 Site visit and verification of information

Applicants are encouraged to submit their respective Proposals after visiting Patna Municipal Corporation Office and collection of data and Information required if any.

3.6 Acknowledgement by Applicant

- (i) It shall be deemed that by submitting the Proposal, the Applicant has:
 - (a) made a complete and careful examination of the RFP;
 - (b) received all relevant information requested from the Authority;
 - (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred to all the above given Clauses;
 - (d) satisfied itself about all matters, things and information, including matters referred to all the above given Clauses herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
 - (e) acknowledged that it does not have a Conflict of Interest; and
 - (f) Agreed to be bound by the undertaking provided by it under and in terms hereof.
- (ii) The Authority shall not be liable for any omission, mistake or error on the part of the Applicant in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Authority.

3.7 Right to reject any or all Proposals

- (i) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time (before entering into an agreement) without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.
- (ii) The Authority reserves the right to reject any Proposal if:
 - (a) at any time, a material misrepresentation is made or discovered, or
 - (b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.
 - (c) PMC is not bound to award work to the every empanelled agency. The proposals being invited are non-binding and without any commitment of award of work.

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

3.8 Clarifications

Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by e-mail so as to reach before the date mentioned in the Schedule of Selection Process. The subject shall clearly bear the following identification:

"Queries concerning RFP for Empanelment of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities at Patna Municipal Corporation"

- i. The Authority shall endeavor to respond to the queries within the period specified therein but not later than 3 (three) days prior to the Proposal Due Date. The Authority will post the reply to all such queries on the Official e-procurements Website (www.eproc2.bihar.gov.in).
- ii. The Authority reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing shall be construed as obliging the Authority to respond to any question or to provide any clarification and under such conditions the provision under RFP shall prevail.

3.9 Amendment of RFP

- i. At any time prior to the deadline for submission of Proposal, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Corrigendum / Amendment and posting it on the Official Website.
- ii. All such amendments/corrigendum/addendums will be posted on the Official Website and will be binding on all bidders.
- iii. In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

3.10 PREPARATION AND SUBMISSION OF PROPOSAL

a. Language

The Proposal with all accompanying documents (the "**Documents**") and all communications in relation to or concerning the Selection Process shall be in English language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

b. Format and signing of Proposal

- (i) The Applicant shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects. The technical proposals shall be submitted online as well as physically and the financial proposal will only be submitted online.
- (ii) The Applicant shall prepare one original set of the Proposal (together with originals (i.e. original copy of notarized affidavit, EMD (online receipt/original bank guarantee) / copies of Documents required to be submitted along therewith pursuant to this RFP). In the event of any discrepancy between the online submission and physically submitted version, the online submission shall prevail.

(iii) The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall initial each page. In case of printed and published Documents also each pages shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

(a) by a partner, in case of a partnership firm and/or a limited liability partnership; or

(b) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix given in this RFP shall accompany the Proposal.

(iv) Applicants should note the PDD, as specified in this RFP, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by the Authority, and that evaluation will be carried out only on the basis of Documents submitted online by the closing time of PDD. Applicants will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

c. Technical Proposal

(i) Applicants shall submit the digitally signed technical proposal online at www.eproc2.bihar.gov.in in the formats at Appendix (the "Technical Proposal") and shall also submit the proposal in physical form at the address mentioned in clause 2.9 in original on or before the date and time mentioned in this RFP.

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

(a) The Bid Security/Earnest Money Deposit (EMD) is submitted as per the provisions laid down in this RFP.

(b) All forms are submitted in the prescribed formats and signed by the prescribed signatories; Power of attorney, if applicable, is executed as per Applicable Laws;

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

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

(iii) In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Applicant or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Agency either by issue of the LOA or entering into of the Agreement, and if the Selected Applicant has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a

communication in writing by the Authority without the Authority being liable in any manner whatsoever to the Selected Applicant or Agency, as the case may be.

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

d. Financial Proposal

- (i) The Financial Proposal shall be submitted online only and in the formats given at Appendix (the “Financial Proposal”) clearly indicating the total cost in both figures and words, in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- (ii) While submitting the Financial Proposal, the Applicant shall ensure the following:
 - a) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover overall cost for supply and services to PMC as per scope given in this RFP.
 - b) The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
 - c) The Financial Proposal shall take into account all expenses and tax liabilities but excluding of GST. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under the Financial Proposal.
 - d) Costs shall be expressed in INR only.
 - e) The bidder will quote the price/cost for manpower supply according to PMC board approved rate which is attached in annexure12, if financial quoted price will less than PMC board approved rate, bidder’s financial bid will be rejected, and their EMD will be forfeited.

e. Submission of Proposal

- (i) The Applicants shall submit the Technical Proposal online as well as in physical form as per date and time mentioned in this RFP. However, the Financial Proposal shall be submitted online only as mentioned. The applicants shall submit the Technical Proposal in hardbound or spiral bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be initialed by the Authorized Representative of the Applicant as per the terms of this RFP. In case the Proposals are submitted online and the Applicants are unable to submit the hard copy on or before the date and time mentioned then the Bids shall be liable for rejection. Only those physically submitted documents regarding Technical Proposals will be acceptable and considered, if, same are uploaded in the website along with the Financial Proposal.
- (ii) The Technical Proposal shall be typed or written in indelible ink and signed by the Authorized Representative of the Applicant. All pages of the original Technical Proposal must be numbered and initialed by the person or persons or Authorized Signatory signing the Proposal.

- (iii) The completed Proposal must be submitted online on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained. Technical Proposal shall be submitted in Physical form in original and the scanned copy in PDF shall be uploaded on the www.eproc2.bihar.gov.in duly digitally signed. The financial Proposal shall be submitted online only.
- (iv) The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.
- (v) The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Agency under the Agreement.

f. Proposal Due Date

(i) Proposal should be submitted on or before the Proposal Due Date specified in bid schedule at the address provided in Clause 2.9 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.

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

g. Late Proposals

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

h. Bid Security/EMD

- i. The Applicant shall furnish as part of its Proposal, a bid security of Rs. 5,00,000 (Rupees five Lack Only) (Refundable) to be paid through online at website www.eproc2.bihar.gov.in or in case of Bank Guarantee (BG) EMD should be payable in the name of Municipal Commissioner , Patna Municipal Corporation , Payable at Patna valid till bid validity. The copy of the proof of submission of bid security online to be submitted in technical proposal.
- ii. Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive.
- iii. The empanelled agency Bid Security/EMD shall be retained for a period of 2 year that is till the duration of empanelment post which it shall be returned. In case of award of work, Bid Security/EMD shall be returned to empanelled agency after the submission of required performance security.
- iv. The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- v. The bidder, by submitting its bid pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by the Authority as the mutually agreed pre- estimated compensation and damage payable to the Authority for, inter alia, the time, cost and effort of the Authority in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an bidder engages in any of the Prohibited Practices;
- (b) If an bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time;
- (c) In the case of the Selected bidder, if the Applicant fails to reconfirm its commitments after its selection;
- (d) In the case of a Selected bidder, if the bidder fails to sign the Agreement or commence the assignment as specified in this RFP; or
- (e) If the bidder is found to have a Conflict of Interest as specified in Clause given overleaf.
- (f) If the bidder has made material misrepresentation or has given any materially/document incorrect or false information to PMC.

i. Performance Security

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

- (a) If bidder engages in any of the Prohibited Practices;
 - (b) if the bidder is found to have a Conflict of Interest as specified overleaf; and
 - (c) if the Selected bidder commits a breach of the Agreement.
- (ii) An amount of Rs.2500000 (Rupees twenty five lakh only) which shall be provided by awarded bidder at the time of work order/ agreement in the shape of B.G, it should be in favour of Municipal Commissioner, Patna Municipal Commissioner, Payable at Patna which will valid for entire contract period shall be deemed to be the Performance Security for the purposes of this Clause, which may be forfeited and appropriated in accordance with the provisions hereof. The performance security shall be returned after the expiry of contract/ work order/end of work.
- (iii) The bank guarantee has to be from an Indian Nationalized/Scheduled Bank located in India. The bank guarantee shall be payable at Patna. The performance security shall be furnished within 15 days from the date of issue of letter of acceptance

3.11 EVALUATION PROCESS

a. Evaluation of Technical Proposals

- (i) The Authority shall open the Proposals on the PDD. The envelopes marked "Technical Proposal" shall be opened first.
- (ii) Prior to evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

- (a) the Technical Proposal is received in the form specified;
 - (b) it is received by the PDD including any extension thereof;
 - (c) it is signed, sealed, bound together in hard cover or spiral bound and marked as stipulated in this RFP;
 - (d) it is accompanied by the Power of Attorney (if applicable);
 - (e) it contains all the information (complete in all respects) as requested in the RFP;
 - (f) it does not contain any condition; and
 - (g) it is not non-responsive in terms hereof.
- (iii) The Authority reserves the right to reject any Proposal, which is non-responsive, and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Proposals.
- (iv) The Authority shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified in this RFP and the criteria set out in this RFP.

b. Evaluation of Financial Proposals

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

Steps for Financial Bid Evaluation:

- a) The quote for service charge shall be including the TDS applicable to the agency and a fair amount of return on the efforts and the agency shall be disqualified prima facie if the rates are found below the rate of PMC board approved rate which is attached in annexure and TDS applicable to them.
- b) Once L1 rates are finalized as per procedure defined in this RFP (LCS basis), L2, L3, L4, L5, and L6 bidders shall be given the option to match L1 rates and get empanelled with PMC. Final decision for empanelling the agencies who qualify and agree to the terms will be of PMC.
- (i) Applicants are advised that Selection shall be entirely at the discretion of the Authority. Applicants shall be deemed to have understood and agreed that the Authority shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- (ii) Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the agency is subsequently awarded to it.

c. Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Authority in relation to matters arising out of, or concerning the Selection Process. The Authority shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. The Authority

may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

d. Clarifications

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

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

3.12 Appointment of agency

a. Negotiations

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

b. Indemnity

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

c. Award of Work

1. PMC is not bound to award work to the every empanelled agency, **No claim will be admissible from any empanelled agency on it.** The proposals being invited are non-binding and without any commitment of award of work.

2. After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Applicant as mutually agreed genuine pre- estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next highest ranking Applicant may be considered.

d. Execution of Agreement

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

e. Commencement of assignment

The Agency shall commence the work within 7 days from the date of execution of Agreement or such other date as may be mutually agreed. If the Agency fails to either sign the Agreement or commence the assignment as specified herein, the Authority may allocate the work to other empanelled agency. In such an event, the Bid Security/EMD of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of this RFP.

f. Proprietary data

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

3.13 Fraud and corrupt practices

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

B. Without prejudice to the rights of the Authority under above Clause hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Agency shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Agency, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

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

(a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for

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

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

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

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

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

3.14 PRE-PROPOSAL/PRE-BID CONFERENCE

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

3.15 Miscellaneous

- (i) The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- (ii) The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Applicant in order to receive clarification or further information;

- (c) retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Applicant; and/or
- (d) Independently verify, disqualify, reject, and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.
- (iii) It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.
- (iv) All documents and other information supplied by the Authority or submitted by an Applicant shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- (v) The Authority reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

3.16 Disqualification

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

- a) Submitted the Proposal documents after the response deadline.
- b) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- c) Exhibited a record of poor performance such as doing as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- d) Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- e) Failed to provide clarifications related thereto, when sought.
- f) Declared ineligible by any Department or office of Government for corrupt and fraudulent practices or blacklisted or debarred.
- g) Submitted financial bid with conditions.

4. General Conditions of Contract

4.1 . Definitions

- (a) “Applicable Law” means the laws and any other instruments having force of law in India as they may be issued force and in force from time to time.
- (b) “Proposals” means proposals submitted by bidders in response to the RFP issued by PMC for “Empanelment of Agencies for providing manpower”.
- (c) “Competent Authority” means the Municipal Commissioner, Patna Municipal Corporation, Patna.
- (d) “Committee” means the committee formed for the evaluation of the proposals.
- (e) “Payment/monthly remuneration” means the price payable to the agency by PMC under the Contract for the complete and proper performance of its contractual obligations.
- (f) “Agency/awarded bidder” means any private or public entity, which will provide the services to PMC under the contract.
- (g) “Contract” means the Contract signed by the parties along with the entire documentation specified in the RFP.
- (h) “Day” means Calendar day.
- (i) “Month” mean Calendar month.
- (j) “Monthly basis” means all days of month including public holidays and Sunday.
- (k) “Effective date” means the date on which the contract comes into force and effect.
- (l) “GCC” mean General Conditions of Contract, specified in this Section of RFP.
- (m) “Government” means State Government.
- (n) “Circle” refer Patliputra circle /New capital circle / Kankarbagh circle / Bankipur circle /Azimabad circle /Patna City circle of PMC.
- (o) “PMC” means Patna Municipal Corporation, 2nd Floor, MauryaLok, Patna -800001, Bihar.
- (p) “Manpower/personnel” means sanitation labour/driver/carpenter/plumber/Mechanic/electrician provided by the agency for performing of day to day PMC work.
- (q) Employer refers to the agency appointed for providing of manpower to PMC under the contract.
- (r) Employees refer to manpower deployed by the agency for performing of day to day PMC work.
- (s) “Services” means the work to be performed by the agency pursuant to the contract and to be signed by the parties in pursuance of any specific assignment awarded to them by PMC.
- (t) Authority/PMC/Client refers to Patna Municipal Corporation whereas Agency refers to the appointed agency for supply of manpower through this bidding process.
- (u) Uniform refer to shirt/t-shirt, paint, shoes, cap and raincoat etc. shall be provided by agency to their supplied manpower during contract period.
- (v) Minor welding refers to fixing of hinge/hook, minor welding of frame/sheet etc. of fabricated parts of vehicle/e-cart.
- (w) Minor repairing refers to regularly checking and fixing of electric wiring /switching/horn of vehicle/e-cart and regularly checking of air pressure of tyres.

- (x) Minor maintenance of vehicle (small/big) except e-rickshaw/e-cart refers to puncture's repairing of tyre, washing, greasing and maintain of standard level of oiling (axle of vehicles engine oil/gear oil/coolant/brake oil/axle oil/hydraulic oil etc) of vehicle on regularly basis.
- (y) Minor maintenance of e-rickshaw/e-cart refers to puncture's repairing of tyre, washing and maintain of distilled water in lead acid battery of e-cart/e-rickshaw on regularly basis.

4.2 Application

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

4.3 Standards of Performance

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

4.4 Empanelment Duration

The Empanelment duration is **two (2) years**. PMC may decide to extend the empanelment for duration of **further one (1) year** subject to satisfactory performance of the agency.

4.5 Commencement of assignment

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

4.6 Agency's Risks

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

4.7 Safety

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

4.8 Penalties For Lapses/Shortfall

4.8.1 The penalty amount will be levied to the agency if lapses/shortfall found during contract period as follows-

Sl. No	Lapses/Shortfall	Penalty (per instance)
1.	If any sanitation labour is found without safety gadgets (gloves/shoes/ safety jacket etc.)	Rs. 100 per person
2.	If speed of vehicle is found more than 40 Km/hr and If driver found rash driving during door to door collection	Rs. 200 per person

3	If any driver found without uniform and i-card	Rs. 200.00 per person
4	If driver fails to scan barcode installed by PMC of each household during door to door collection of MSW.	Rs.200 per household
5	If any of the driver is found not keeping valid driving license.	Rs. 500 per person
6	If agency is found that not washing the vehicle on regularly basis.	Rs. 200 per vehicle
7	If agency is found that not maintaining the standard level of oiling (engine oil/gear oil/coolant/brake oil/axle oil/hydraulic oil etc.) of vehicle on regularly basis.	Rs. 1000 per vehicle
8	If agency is found that fabricated part of vehicle is not in good condition (not proper welded/braked)	Rs. 500 per vehicle
9	If any security guard is found without uniform and i-card	Rs. 100 per person
10	If any complaints received from the deployed manpower of less amounts paid than required or of any other such malpractices	Rs. 5000 per person
11	Non-compliance of the EPF/ESIC	Rs.1000 per person
12	If any of the manpower deployed by the agency will disobey to carry out such order of the PMC; his/her service shall be withdrawn immediately and sent back to the agency. In such a case if the Agency does not provide substitute manpower within two days otherwise penalty @Rs300/- per day shall be imposed till deployment of a substitute	Rs. 300 per day per person

4.8.2 If the any of **Lapses/Shortfall** mentioned above is noticed more than two times by PMC authority then the Patna Municipal Corporation has the right to seize the performance security and cancel the agreement.

4.9 Payment Terms & Time line

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

4.9.1 Certificate from the authorized person on behalf of the PMC regarding the presence of the manpower provided by the agency and satisfactory work.

4.9.2 The agency shall have to submit along with the bill, the copy of the attendance register with signature of every deployed manpower/biometric attendance and salary register for having made payment to the manpower provided, copy of bank statement/RTGS having made payment to the manpower provided, necessary copies of the challans for having made payments of the statutory deductions like P.F., ESIC contribution, Service Tax etc. in respect of the previous month's payment.

4.9.3 The agency will generate challan of EPF and ESIC for deployed manpower on the PMC circle basis and same shall be submitted to PMC.

4.9.4 In case of driver, the payment will be made on the basis of biometric attendance and report of integrated solid waste management operated by Patna smart city.

4.9.5 In case of vehicle breakdown, the payment will be made for the day the vehicle broke down. Payment will be not made if any vehicle breaks down more than one day. No payment of any kind shall be made to agency before due operation of the vehicle.

4.9.6 However, the agency will have to make payment to the manpower provided within 10 days from the end of the month. PMC expects strict compliance of the laws of the labour from the agency.

4.9.7 The agency shall have to issue salary slips at the time of making payments to the manpower provided and shall be clearly mentioned the break-up of salary along with the basic salary, net payable salary and deductions made for EPF and ESIC.

4.9.8 The agency will raise the necessary bill after making payment to the manpower provided and payment of statutory deductions in respect of previous month.

4.9.9 The agency will submit list of manpower provided to PMC on circle basis in prescribed format of PMC in soft copy (in excel/PDF) as well as certified hard copy within 5 days after the end of every month with following mandatory details:-

- I. Aadhar number;
- II. Bank number;
- III. EFP & ESIC number;
- IV. Break-up of salary with deduction of EPF and ESIC;
- V. Net payable salary to manpower
- VI. Shift timing.

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

4.9.11 Income Tax other taxes and penalty, if applicable will be deducted from the bill

4.9.12 The payment will be same for day and night shift and no additional payment will be made for overtime.

4.9.13 In case of driver, the agency will submit the records of performing activities for oiling of vehicle/minor maintenance etc. with proper evidence.

4.9.14 In case of temporary work/short term work (i.e drain desilting etc.), If manpower is outsourced by the PMC from the agency to performing short term work, it will be mandatory for the agency to comply with ESIC & EPF and its related provision as per the rules. The above payment for manpower will be paid by PMC only after the evidence related to the copy of paid remuneration amount to deployed manpower and copy of ESIC & EPF challans for having made payment submitted to PMC. If for any reason, the agency has not generated/submitted ESIC & EPF challans, in such a situation, PMC will pay only 50% of agency remuneration with deduction of necessary ESIC & EPF.

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

Note:-

- (i) PMC will have the right to check the bank passbook of manpower provided by agency on random basis and agency will cooperate with PMC for same.**
- (ii) PMC may ask for any documents/evidence from agency for verification as and when required in the best interest of PMC.**

4.10 Monthly remuneration/payment

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

4.10.2 The payment will be same for day and night shift and no additional payment will be paid for overtime.

4.10.3 Information about the Monthly remuneration for providing Manpower shall be provided as per Annexure given in this RFP for financial proposal and if any correction is made, initial shall be put after the correction is made. The rates quoted should not be less than minimum wages prescribed by PMC board for the category of the manpower which is attached at annexure-12 of this RFP. The agency shall pay the minimum monthly salary to the manpower/staff/worker as per PMC board approved rate.

4.11 Applicable law -

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

4.12 Governing Language

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

4.13 Sub Contracts

No Sub Contracting shall be allowed for this project.

4.14 Performance Assessment

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

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

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

4.15 Suspension

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

4.15.1 Shall specify the nature of failure

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

4.16 Force Majeure

4.16.1 Notwithstanding anything contained in the RFP, the agency shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

4.16.2 For purposes of this clause "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of PMC regarding Force Majeure shall be final and binding on the agency.

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

4.17 Termination

4.17.1 The Authority may terminate the Contract if the other party causes a fundamental breach of the Contract include, but shall not be limited to the following:

(a) Termination of Contract by the Patna Municipal Corporation due to non-performance during the execution of Project by giving notice to show cause calling upon agencies for showing cause for violation of any of the terms of agreement or any other lapses on their and after consideration thereof may decide to terminate the agreement and inform, 30 days in advance due to:

- Non adherence to terms given in RFP.
- Non- compliance of EPF and ESI.
- Non adherence to obligation given in RFP
- If agency's service not satisfactory.
- If agency will found that the salary given to manpower/worker/staff which is less than PMC board approved rate (amend time to time).
- Any theft or damage cost due to negligence of the agency.

(b) The awarded bidder is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) The awarded bidder does not maintain a performance security although which is required.

4.17.2 Termination for Default

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

- a) if the service provider fails to perform any other obligation(s) under the Contract.
- b) If the service provider, in the judgment of the PMC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

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

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

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

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

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

4.17.6 Terminations for Insolvency

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

4.17.7 Termination for authority's Convenience

PMC by written notice sent to the agency may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the PMC's convenience, the extent to which performance of the agency under the Contract is terminated, and the date upon which such termination becomes effective. The services that are complete and ready for rendering within 30 days after the agency's receipt of notice of termination shall be accepted by the PMC at the Contract terms and prices. For the remaining services, the PMC may elect:

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

b) To cancel the remainder and pay to the agency an agreed amount for partially completed services and for services previously delivered by the agency.

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

4.18 Taxes and Duties

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

4.19 Currencies

All payments shall be made-in Indian Rupees.

4.20 Outstanding Dues

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

4.21 Legal Jurisdiction

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

4.22 Disputes

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

4.23 Procedure for Settlement

In case of any dispute or differences arising between the authority and the agency relating to any matter arising out of connected to this agreement, the agency shall be required to approach to the Additional Municipal Commissioner/Deputy Municipal Commissioner (sanitation), PMC, and he/she will decide the same within 15 days and so on. And in case the agency is dissatisfied from said decision then agency shall be required to approach to the Municipal Commissioner, PMC within 30 days of said decision and Municipal agency shall decide the same within 30 days, which will be final and binding upon agency. If the agency is dissatisfied of Municipal Commissioner, PMC decision also then only the agency shall be entitled to take resource of law in any competent court in that regard.

4.24 Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.

4.25 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if the same is reduced in writing and signed by the duly authorised representatives of the Parties

4.26 Language

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

5. Special Condition of Contract

5.1 Compliance with labour regulations

During continuance of the contract, awarded bidder shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Agency shall keep the Authority indemnified in case any action is taken against him by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Authority is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Agency, Authority shall have the right to deduct any money due to the Agency including his amount of Performance security. The Authority shall also have right to recover from the Agency any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Agency in no case shall be treated as the employees of the Authority at any point of time.

5.2 Obligation of the Agency

5.2.1 The agency shall provide Skilled/semiskilled/unskilled manpower as per the requirement of PMC as and when required & informed by PMC. During the deployment of manpower by agency, the agency shall give first preference to existing manpower which is working with PMC. The agency shall provide manpower for sanitary related work/ manpower for security services/manpower for driver service work/manpower for Plumbing work/ manpower for Electric Work/manpower for Carpenter Work/manpower for repairing of vehicle etc. These numbers can be changed by PMC from time to time based on requirement.

5.2.2 During deployment of manpower, the agency will deploy the manpower who has already registered with EPF and ESIC.

5.2.3 The Contract shall be given subject to compliance by Agency of all the laws of the land, including renewal of registration of its license under Shop & Establishment Act or Contract Labour Act etc. Following law shall be complied with at all times However, the following list is only indicative and not in case of any new law or amendment thereof, the same shall be applicable –

- PSARA, 2005
- The Payment of Wages Act, 1936 (4 of 1936).
- The Industrial Disputes Act, 1947 (14 of 1947).
- The Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952).
- The Payment of Bonus Act, 1965 (21 of 1965).
- The Contract Labour (Regulation and Abolition) Act, 1970 (37 of 1970).
- The Payment of Gratuity Act, 1972 (39 of 1972).
- The Equal Remuneration Act, 1976 (25 of 1976).

The Inter-State Migrant Work men (Regulation of Employment and Conditions of Service) Act, etc.

5.2.4 The agency would obtain valid licenses/permissions/ license under Shop & Establishment Act/ from the concerned Government Authorities for providing the services. This license is to be provided by agency within 1 month of award of contract

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

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

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

5.2.8 The agency shall deploy adequate manpower to carry out the work assigned to them as per the requirement of the PMC. The agency shall provide manpower, as per the understanding between the PMC and the agency. The agreed wages will be paid on monthly basis.

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

5.2.10 The agency shall be responsible for the employment, non-employment or terms of employment as far as employees engaged by him are concerned.

5.2.11 In case of vehicle break down, the agency will ensure that the vehicle must be repaired within 5 days.

5.2.12 The agency will have to maintain the necessary working capital/liquid fund arrangement for period of minimum 3 months. The agency will ensure that the monthly remuneration to his/her manpower shall be paid within 10 days from the end of respective months and necessary EPF & ESIC will be deducted from every month as per law and same shall be deposited.

5.2.13 In case of driver/security guard/carpenter/mechanic/plumber/electrician, the working hours for the supplied manpower will be 8 Hours duty shift. However the agency will supply manpower to PMC on the monthly basis (monthly basis means all days of month including public holidays and Sunday) to complete daily task of PMC. The shift timing and location schedule will be decided by PMC and communicated to the agency. if any assignment requires more time then the manpower shall have to be present accordingly. PMC will not pay any extra charges for overtimes.

5.2.14 In case of sanitation labour/manpower, the working hours for the supplied manpower will be 8 Hours duty shift. However the agency will supply manpower to PMC on the monthly basis (monthly basis means all days of month including public holidays and Sunday) to complete daily task of PMC. The shift timing and location schedule will be decided by PMC and communicated to the agency. if any assignment requires more time then the manpower shall have to be present accordingly. PMC will not pay any extra charges for overtimes.

5.2.15 In case of driver services for small/ big vehicles except e-cart/e-rickshaw, The agency shall be liable to minor maintenance which includes greasing, maintain the standard level of oiling (engine oil/gear oil/coolant/brake oil/axle oil/hydraulic oil etc.), puncture's repairing of tyres, welding and washing etc

and minor repairing of vehicle on regularly basis .The agency shall be solely responsible for providing required tool and required material for washing (motor, compressor and detergent etc.), puncture's repairing of tyres, minor repairing and lubricants for maintaining the standard level of oiling of vehicle, no extra cost will be made by PMC for said work .

5.2.16 In case of driver services for e-cart/e-rickshaw, The agency shall liable to minor maintenance which includes puncture's repairing, welding, washing and maintain of distilled water in lead acid battery etc. and minor repairing of e-cart/e-rickshaw on regularly basis .The agency shall be solely responsible for providing required tool and required material for washing (motor, compressor and detergent etc.), puncture's repairing of tyres, maintain of distilled water in lead acid battery and minor welding, no extra cost will be made by PMC for said work

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

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

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

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

5.2.21 The agency shall pay wages to the persons employed by it. The wages of every person employed to perform duties under this contract shall be paid by the agency before the expiry of 10 days from the last day of the month in respect of which wages are payable (i.e. wages of a month have to be paid by him within 10 days of the next month).

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

5.2.23 The agency will carry regular as well as surprise checks on their personnel on duty to ensure that they are ever alert on duty and present before working hours and working efficiently.

5.2.24 The agency will also take necessary steps to prevent occurrences of pilferage/thefts.

5.2.25 In case, the manpower provided by agency whose work and conduct is found unsatisfactory, shall be replaced immediately at no cost to the PMC. Manpower provided should be rotated quarterly and as & when needed after approval of concerned REPORTING HEAD/ PMC.

5.2.26 The agency shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

5.2.27 The agency shall provide uniform mentioned in RFP to his/her manpower twice a year, no extra cost will be made by PMC.

5.2.28 The agency will maintain an attendance register in respect of the manpower deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates. The agency will ensure that every deployed manpower will signed in attendance register, no other indication in attendance register instead of signature like P, 1,2 & other etc shall be prevail.

5.2.29 The agency shall submit to PMC, a list of manpower supplied to any office and any addition to that under this contract at the end of every month.

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

5.2.31 The manpower to be deployed by the agency shall work under the control of Patna Municipal Corporation. He may be assigned to any work decided by the PMC as and when required. If any of the manpower deployed by the agency will disobey to carry out such order of the PMC; his/her service shall be withdrawn immediately and sent back to the agency.

5.2.32 The Agency shall nominate a coordinator who shall be responsible for regular liaison with the Headquarters of PMC to look into the affairs of the person deployed.

5.2.33 For all intents and purposes, the Agency shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Agency shall not have any claim whatsoever like employer and employee relationship with the PMC.

5.2.34 The safety, insurance, medical treatment and other facilities to be provided to the manpower, shall be under the scope of the Agency, and the same shall not be paid by the PMC, in anyway.

5.2.35 In case of driver services for small vehicle, Agency shall provide one supervisor, one auto electrician, one mechanic, and one welder for every 30 drivers.

5.2.36 In case of driver services for big vehicle, Agency shall provide one supervisor, one auto electrician, one mechanic, and one welder for every 25 drivers.

5.2.37 In case of driver services for e-rickshaw/e-cart, Agency shall provide one supervisor, one auto electrician, one mechanic, and one welder for every 40 drivers.

5.2.38 In case of security services, Agency shall provide one supervisor for every 25 security guard.

5.2.39 The agency shall have to upload/ update regularly of his/her deployed manpower with following mandatory detail on the PMC's software/application/website.

a) Deployed manpower name and shift time

b) Location (i.e. circle name/ ward number/road name/vehicle no. etc)

5.2.40 Any theft or damage cost due to negligence of the agency will be borne out of from their bill/performance security and only adjusted money will be paid/returned.

5.3 Obligation of PMC:

5.3.1 In case of driver services, The PMC will provide required space with electric connection and water supply for washing, minor repairing and oiling etc. for vehicle.

5.3.2 The PMC will provide required space without furniture for setup of helpdesk management.

5.3.3 PMC reserves the right to carry out these jobs in parts or full and also reserves the right to award work to one or more agencies to carry the work satisfactorily.

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

5.3.5 The Municipal commissioner/nominated officer by Municipal commissioner shall issue the work order to agency for deployment of manpower as per needs, the following details must be clearly mentioned in the work order:-

- (i) Ward number;
- (ii) Location;
- (iii) Number of manpower to be deployed;
- (iv) Working time and no of days/months.

5.3.6 The executive officer/nominated by executive officer of concerned circle shall be responsible for verification of all the documents (i.e. police verification, driving license, medical report etc.) related to deployed manpower.

5.3.7 The Municipal commissioner/nominated officer by the Municipal commissioner shall issue the standard of procedure time to time for performing of activities; same shall be binding on agency.

5.3.8 The PMC will be responsible for fixing of major repairing/ breakdown of vehicle except minor repairing (greasing/oiling/washing/puncture's repairing/welding etc.).

5.4 Uniform :

5.4.1 The Agency has to provide uniform (t-shirt/shirt, paint, cap, safety jacket and shoes) twice a year and Photo identity Cards to all the manpower deployed by him/her for carrying out work. These Identity Cards are to be constantly displayed by the manpower.

5.4.2 During monsoon, the agency has to provide raincoat to all the manpower deployed by him/her for carrying out work.

5.4.3 During winter season, the agency has to provide woollen court/jacket/sweater to all the manpower deployed by him/her for carrying out work.

5.4.4 No extra cost shall be made by PMC for above said.

5.4.5 Other statutory requirements in respect of each manpower deployed by the agency shall be the responsibility of the agency.

5.5 Working Hours of Manpower

5.5.1 In case of sanitation labour/manpower, the working hours for the supplied manpower will be 8 Hours duty shift. However the agency will supply manpower to PMC on the monthly basis (monthly basis means all days of month including public holidays and Sunday) to complete daily task of PMC. The shift timing and location schedule will be decided by PMC and communicated to the agency. However if any assignment requires more time then the manpower shall have to be present accordingly. PMC will not pay any extra charges for overtimes.

5.5.2 In case of driver/security guard/carpenter/mechanic/plumber/electrician, the working hours for the supplied manpower will be 8 Hours duty shift. However the agency will supply manpower to PMC on the monthly basis (monthly basis means all days of month including public holidays and Sunday) to complete daily task of PMC. The shift timing and location schedule will be decided by PMC and communicated to the agency. However if any assignment requires more time then the manpower shall have to be present accordingly. PMC will not pay any extra charges for overtimes.

5.5.3 The Agency shall not be paid or reimbursed by the PMC for any overtime work done by deployed manpower to complete the task. The agency, through his supervisor, shall submit a daily report to PMC about number of workforce which has reported to work as against the agreed workforce.

5.5.4 The manpower deployed shall not provide continuous duty for a period of more than 8 hours (a single shift) at a stretch. The same shall be verified by the PMC officials from time to time via surprise checks and visits. In case the agency is found to in breach of the same, the contract of the agency shall be terminated and the services ended.

5.5.5 The manpower shall be deployed on daily basis as per work requirement. Authority will deduct appropriate amount from the monthly payment on account of remaining absent of such manpower.

5.6 Manpower Selection Criteria:

Selected manpower should match the following criteria.

- a) Previous experience in a physically demanding job for a minimum of one (1) year.
- b) Age between 21 to 50 years.
- c) Ability to read and understand basic Hindi and able to communicate in any one language
- d) Good/sound physical health with no pre-existing chronic medical conditions.
General examples of chronic medical conditions are:
 - Asthma
 - Obstructive lung disease
 - Chronic kidney disease
 - Chronic heart conditions
 - Diabetes
 - Arthritis
 - Hypertension
- e) Police verification certificates at the time of deployment.
- f) Manpower for driver services should have appropriate valid driving licence during deployment
- g) In case of security guards, they shall be skilled and should have minimum one year experience.

- h) In case of supervisor, they shall be graduate and should have minimum one year experience
- i) In case of electrician/plumber/carpenter/mechanic, they should have minimum one year experience in relevant field.
- j) All manpower deployed shall be disciplined, physically fit, and not suffer from any kind of addiction. The agency shall provide certificate by a registered medical practitioner (with qualification not lower than MBBS) certifying the above for each of the employee at the time of deployment.

5.7 Scope of service

The scope of service for agency broadly includes the following, however but not limited to

A) For Sanitation related work

- (a) Manpower deployed by the agency shall fulfil the manpower selection Criteria mentioned in this RFP.
- (b) Manpower deployed by agency will conduct public cleansing activities like Solid Waste Management Related Work and etc.
- (c) Manpower will be assigned to a waste collection vehicle to assist with the activities of waste collection. More specifically, they assist in moving the bins to the unloading position clean the area around the bin and return the emptied bin to its original position.
- (d) The agency will ensure that all the manpower is free from any infectious disease before deployment for work.
- (e) Manpower will be assigned to cleaning of ward/PMC offices/cleaning of drain in PMC area.
- (f) The agency will setup helpdesk management with dedicated minimum one number of manpower at PMC office. Required furniture, computer & printer etc. shall be provided by agency.
- (g) Deployment of Sanitation related work will be according to PMC authority.

B) For Driver services

- (a) Manpower deployed by the agency shall fulfil the manpower selection Criteria mentioned in this RFP.
- (b) Manpower deployed by agency shall be assigned to driver service for vehicle owned by PMC. Presently PMC have approximately 1150 vehicle (i.e. Excavator, Dumper, Hywa, Supersucker, sprinkler, backhoe loader, Tipper, E-cart, robot etc for Solid waste management).
- (c) Be responsible for washing of small vehicle/big vehicle/e-cart per day.
- (d) The agency will ensure that all manpower while on duty be well dressed in the uniform and identity card provided by the agency.
- (e) The agency will ensure that all the manpower is free from any infectious disease before deployment for work.
- (f) In case of small vehicle/big vehicle, the agency shall responsible for minor maintenance (puncture's repairing, greasing ,maintain the standard level of oiling and welding etc.) and minor repairing of vehicle on regularly basis and tool & material required for puncture's repairing, greasing, welding and oiling etc. shall be provided by agency.
- (g) In case of e-cart/rickshaw, the agency shall responsible for minor maintenance (washing, puncture's repairing, maintain of distilled water in lead acid battery and welding.) of e-cart/e-rickshaw on regularly basis and tool & material required for puncture's repairing/welding/washing/ maintain of distilled water in lead acid battery etc. shall be provided by agency.
- (h) In case of driver services for small vehicle, Agency shall provide one supervisor, one auto electrician, one mechanic, and one welder for every 30 drivers.
- (i) In case of driver services for big vehicle, Agency shall provide one supervisor, one auto electrician, one mechanic, and one welder for every 25 drivers.

- (j) In case of driver services for e-rickshaw/e-cart, Agency shall provide one supervisor, one auto electrician, one mechanic, and one welder for every 40 drivers.
- (k) The agency shall also keep proper record of the all minor maintenance work of vehicle (puncture's repairing/ greasing/maintain the standard level of oiling /welding etc.)
- (l) Be responsible for washing of vehicle per day.
- (m) Manpower supplied by agency will be responsible to scan barcode installed by PMC of each household during door to door collection of MSW.
- (h) The agency will setup helpdesk management with dedicated minimum one number of manpower at PMC office. Required furniture, computer & printer etc. shall be provided by agency.
- (n) Deployment of Driver will be according to PMC authority.

C) For security guard services

- a. Manpower deployed by the agency shall fulfil the manpower selection Criteria mentioned in this RFP.
- b. Manpower will assigned to security service to all circle office, division office and head office of PMC.
- c. The agency's manpower shall maintain the record of security activities and relevant inward/outward movement of goods and personnel etc.
- d. The agency will ensure that all the manpower is free from any infectious disease before deployment for work.
- e. The agency will ensure that all manpower while on duty be well dressed in the uniform and identity card provided by agency.
- f. Agency shall provide one supervisor for every 25 security guards.
- g. The agency will setup helpdesk management with dedicated minimum one number of manpower at PMC office. Required furniture, computer & printer etc. shall be provided by agency.
- h. Deployment of security guard will be according to PMC authority.

D) For Carpentry/Plumbing services

- a. Manpower deployed by the agency shall fulfil the manpower selection Criteria mentioned in this RFP.
- b. Manpower for Plumbing work and carpenter work will work according to PMC authority direction/order.
- c. Required tools for Plumbing work /carpenter work shall be provided by agency.
- d. Deployment of Carpenter/Plumber will be according to PMC authority.

E) For Electric work (Electrician)

- (a) Manpower deployed by the agency shall fulfil the manpower selection Criteria mentioned in this RFP.
- (b) Manpower is assigned to electric work will responsible for repairing, installation and maintenance of all electric related items to PMC.
- (c) Deployment of electrician will be according to PMC authority.
- (d) Required tools for electric work shall be provided by the agency.

F) For Repairing of vehicle (Mechanic)

- (a) Manpower deployed by the agency shall fulfil the manpower selection Criteria mentioned in this RFP.
- (b) Manpower is assigned to Repairing of vehicle will responsible for repairing/maintenance of vehicle like Excavator, Dumper, Hywa, Supersucker, sprinkler, backhoe loader, Tipper, E-cart, robot .
- (c) Deployment of electrician will be according to PMC authority.

Note: Manpower can be assigned any time and to any location as per the operational needs of PMC.

5.8 Helpdesk management

The agency will be required to report and coordinate with the Help-Desk/Reception to be set up at the facility where in all the service, equipments, gadgets related defects/ problems will be logged either on telephone, in person or through email. This helpdesk will receive, log and track all calls related to the end users in the facility. For calls/ services it is not directly responsible, these would be informed and escalated to the concerned PMC personnel as decided and communicated to the helpdesk from time to time. All Routine Problems will be communicated to the agency or their designated workmen and handled by the team.

- (a) Any Complaint Lodged in Helpdesk will be responded depending on nature of the problem If any call is not resolved within the agreed timelines, follow up action should be taken and then it will be escalated to the concerned as per the escalation matrix.
- (b) Resolution of the problem will be reconfirmed by the Help-Desk operator with the complainant and then closed in the Register.
- (c) At the end of each day, the unattended and pending problems will be carried forward to the next day and a report of such problems will be prepared and forwarded to the respective authorities in PMC

5.8. Safety guidelines

- The agency must know and follow their duties related to safety for all manpower.
- The agency shall provide prior information to PMC representative about any hazardous material being brought on the site and shall ensure security storage of such material.
- The agency must provide tools and equipment based on applicable regulations / codes / guidelines.

Annexure

1. Formats for Submission of the financial proposal (submit online only)-

Monthly remuneration Summary

Sl. No.	Item	Unit (In Number)	Price in INR in figure. (Including service charges but Excluding of GST)	Price in INR in Words. (Including of service charges but excluding of GST)
1	Remuneration of supply of manpower for sanitation related work per person per month.	1		
2	Remuneration of supply of manpower for Security services (guard) per person per month	1		
3.	Remuneration of supply of manpower for driver services (driver) for e-cart/e-rickshaw per person per month.	1		
4.	Remuneration of supply of manpower for driver services(driver) for Small Size Vehicles (Tata Magic/Tata ace /Ashok Leyland v30 etc.) per person per month.	1		
5	Remuneration of supply of manpower for driver services (driver) for Big Size Vehicles (Tractor/back hoe loader / tipper / Hywa/ Compacter/Robot/ Dumper/ Suction Machine/Dumper Loader, Sweeping Truck/excavator etc.)per person per month.	1		
6	Remuneration of supply of manpower for electric work (electrician) per person per month.	1		
7	Remuneration of supply of manpower for Plumbing work (plumber) per person per month.	1		
8	Remuneration of supply of manpower for carpenter per person per month.	1		
10	Remuneration of supply of manpower for mechanic per person per month.	1		

Note-

- (a) The remuneration of manpower supply shall be not less than PMC board approved rate which is attached in annexure-12, if bidder will quote less than PMC board approved rate their financial bid shall be rejected and their EMD will be forfeited.
- (b) The financial proposal shall be unconditional which shall be valid for entire period.
- (c) The bidder shall submit the breakup of price on online for above manpower supply as per prescribed format uploaded at eproc2 website.

Annexure 2 – Formats for Submission of the Pre-Qualification Bid

Pre-qualification bid checklist

SI#	Checklist Items	Compliance (Yes or No)
1.	RFP Document fees	
2.	Earnest Money Deposit	
3.	Pre-Qualification Covering letter	
4.	<ul style="list-style-type: none"> • Copy of Certification of Incorporation/Registration Certificate • PAN card • GST registration 	
5.	Audited financial statements for the last three financial years and Certificate from the Statutory Auditor/ CA	
6.	Declaration of non-blacklisting	
7.	Power of attorney by Bidder	
8.	Work Experience details and Self-certifications, as Applicable	
9	EPF and ESI	

Annexure 3. Pre-Qualification Bid Covering Letter

Date: dd / mm / yyyy

To,

Municipal Commissioner,
Patna Municipal Corporation,
Patna, Bihar

Subject: Request for Proposal for selection of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities At Patna Municipal Corporation.

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

Dear Sir,

With reference to your “selection of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities Patna Municipal Corporation”, we hereby submit our Prequalification bid, Technical Bid and Commercial Bid for the same.

We hereby declare that:

- a) We hereby acknowledge and unconditionally accept that the PMC can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of Agency for providing services.
- b) We have submitted EMD of INR [] Crores and Tender fee of INR []
<<Financial Instrument details>>.
- c) We hereby declare that all information and details furnished by us in the Bid are true and correct to the best of our knowledge, and all documents accompanying such application are true copies of their respective originals.
- d) We agree to abide by our offer for a period of 120 days from the date of Submission of bid prescribed by PMC and that we shall remain bound by a communication of acceptance within that time.
- e) We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f) In the event of acceptance of our bid, we do hereby undertake:
 - i. To supply the products and commence services as stipulated in the RFP document
 - ii. To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
 - iii. We affirm that the prices quoted are inclusive of design, delivery and discounts etc.
- g) We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

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

In case of any clarifications please contact: _____, email
_____, contact no. _____

Thanking you,

Yours sincerely,

(Signature of the Lead bidder) (Printed Name)

Designation

Seal Date: Place:

Business Address:

Annexure4. Brief company profile

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

Annexure5. Financial Turnover of last 3 years.

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

Annual Turnover details (certified)			
S No.	FY- 2018- 2019	FY- 2019- 2020	FY- 2020- 2021

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

Annexur6. Declaration of Non-Blacklisting (To be Notarized affidavit)

To,

Municipal Commissioner,

Patna Municipal Corporation (PMC),

Patna, Bihar, India

Place

Date

Subject: Self Declaration of not been blacklisted/debarred in response to the Request for Proposal Empanelment of Agencies for Providing Outsourced Manpower for Performing and Managing Day to Day Activities at Patna Municipal Corporation.

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

Dear Sir,

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

(Signature of the Bidder)

Printed Name

Designation

Seal Date: Place:

Business Address:

Annexure 7. Self-certificate for Project execution experience (In Bidding Entity's Letter Head)

This is to certify that < Name of the Bidding entity > has been awarded with < Name of the Project > as detailed under:

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

(Authorized Signatory)

Signature:

Name:

Designation:

Bidding entity's name Address:

Seal and Date:

Annexure 8. Formats for Staff details during last three years

Month/Year	Personnel Grade and	Number of Personnel	Proof (ESI/PPF challans)

Annexure 9. Performance Bank Guarantee

Ref:

Date

Bank Guarantee No.

<Name>

<Designation>

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

<Email id>

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

<<Name of the assignment>> to Patna Municipal Corporation (hereinafter called "the PMC")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

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

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

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

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

I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).

II. This bank guarantee shall be valid up to (<Insert Expiry Date>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date

Place

Signature

Witness

Printed name

(Bank's common seal)

Annexure10. Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

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

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

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

The conditions of this obligation are:

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

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

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

(Authorized Signatory of the Bank)

Seal:

Date:

Annexure 11. Format for Power of Attorney to Authorize Signatory

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the company who is issuing the power of attorney.]

We, M/s._____(name of the firm or company with address of the registered office) hereby constitute, appoint and authorize Mr. or Ms._____(Name and residential address) who is presently employed with us and holding the position of_____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to our RFP for the Project (name of the Project), including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into with _____(Client) and thereafter till the expiry of the Project Agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this power of attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

Dated this the__day of__2018 (Signature and Name of authorized signatory)

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1: Witness 2:

Note: The Mode of execution of the power of attorney should be in accordance with the procedure, if any laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Annexure -12. PMC approved Rate:-

Sl.No	Type of Manpower	Approved rate (for per day) (Rs.)
1	Unskilled (Sanitation labour/ Electrician/Plumber/carpenter/mechanic etc)	400
2	Skilled (Driver)	425

Note;-If any bidder will quote less than PMC board approved rate their financial bid shall be rejected and EMD will be forfeited.