

PATNA MUNICIPAL CORPORATION



REQUEST FOR PROPOSAL

FOR

Selection of Agency for Operation & Maintenance of E-Bill Software for Patna Municipal Corporation.

NIT NO: 15/CME/PMC/2022

PATNA MUNICIPAL CORPORATION
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E-Mail:pmcprda@gmail.com

Website: www.pmc.bihar.gov.in

DISCLAIMER

Though adequate care has been taken while preparing the RFP document, the Bidders/Bidders 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 seven (7) 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 bidders 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 Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this subject.

The issue of this RFP does not imply that the Authority is bound to select a bidder for the project and the Authority reserves the right to terminate the process at any time without assigning any reasons whatsoever. The Bidder 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 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	Invitation for Bids	4
2	Instructions for Online Bid Submission.....	5
3	Introduction	7
4	General Conditions of Contract	25
5	SPECIAL CONDITION OF CONTRACT.....	33
6	Annexure- Financial Proposal.....	36
7.	TECHNICAL PROPOSAL - STANDARD FORMS	37

1 Invitation for Bids

Short Tender

NIT No: 15 /CME/PMC/2022

Date: 29.06.2022

Patna Municipal Corporation invites online proposals **Selection of Agency for Operation & Maintenance of E-Bill Software for Patna Municipal Corporation.**

Details of schedule for the bid are given below: -

Sl. #	Activity	Timeline & Address
1	Start of bid/ downloading of RFP document	From 06.07.2022 (10:00 Hrs.) (www.eproc2.bihar.gov.in)
2	Date and place for Pre-bid	08.07.2022 (16:00 Hrs.) At Municipal Commissioner office, 2 nd floor, c-block, Mauryalok complex, Patna-800001
3	Last date of Online Bid Submission	22.07.2022 (www.eproc2.bihar.gov.in) Till 16.00 Hrs.
4	Opening of Technical Bids:	23.07.2022 at 16:00 Hrs.
5	Cost of Bidding Document(Tender Fee)	Tender Fee Rs 10,000 (Non Refundable) to be paid through online at (www.eproc2.bihar.gov.in)
6	EMD	Rs 1, 00,000.00 (Rupees One lakh only) (Refundable) to be paid through online at website www.eproc2.bihar.gov.in or In case of Bank Guarantee (BG), EMD should be payable in name of Municipal Commissioner, Patna Municipal Corporation, payable at Patna.

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

For Queries & Clarifications, send e-mail to: pmcprda@gmail.com/cmeprda01@gmail.com

SD/-

MUNICIPAL COMMISSIONER,
PATNA MUNICIPAL CORPORATION

2 Instructions for Online Bid Submission

1. The RFP document containing the project profile, invitation for qualification and criteria for evaluation may be obtained from the website: www.eproc2.bihar.gov.in
2. For support related to e-tendering process, bidders may contact at following address "e-Procurement HELP DESK Toll Free Number: 1800 572 6571 Email Id: eproc2support@bihar.gov.in, eProc 2.0 Help Desk Address: mjunction services limited RJ Complex, 2nd Floor, Canara Bank Campus, Khajpura, Ashiana Road, P.S. - Shastri Nagar, Patna 800 014, Bihar". Vendor may visit www.eproc2.bihar.gov.in
3. PMC will not be responsible, in case of any delay, due to any reason whatsoever, in receipt of Bid Documents by the Bidders.
4. The authority (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.
5. For participating in e-tendering process, the agency shall have to get themselves registered to get used ID, Password and digital signature. This will enable them to access the website www.eproc2.bihar.gov.in and download/participate in e-tender.
6. 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". Vendor may visit www.eproc2.bihar.gov.in." for registration.
7. PMC, Patna intends to undertake a competitive bidding process in order to shortlist and qualify suitable Bidders, who shall be eligible for selection in terms of the RFP for the project.
8. The detail of the bidding process and summary of the scope of works for the project is included in the RFP document.
9. 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.
10. 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.
11. The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded. If they feel that the complete file is not uploaded then they should click on cancel & update the same
12. Before submission, the bidders should satisfy themselves of download ability/ visibility of the scanned & uploaded file by them.

13. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last hour's technical snags.
14. In exceptional circumstances, the competent authority, PMC may solicit the Bidder's consent to an extension of the period of validity.
15. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
16. The bidders shall submit their eligibility and qualification details, Technical bid etc., in the online standard formats given for respective tenders in e-Procurement website (www.eproc2.bihar.gov.in) at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate, /documents in the e-Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness /authenticity.
17. Corrigendum/ Addendum, if any, will be published on the website itself.
18. In case of Bank Guarantee and affidavit (if any), bidders shall submit original bank guarantee and original affidavit before the opening of financial bid as per the direction of PMC authority and same should tally with the uploaded document that have been uploaded by bidders at eproc2 website. If any bidders does not submit original bank guarantee and original affidavit before the opening of financial bid as per the direction of PMC authority or it not tally with the uploaded document, there bid will be rejected.
19. A bid processing fee of Rs. 590/- (Non-Refundable) and Tender document/RFP fee of Rs. 10,000/- (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.
20. For any queries regarding Tendering process, the bidders may contact at address as provided in the tender document.

3 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 committees 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 councilors 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 Councilors' 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. 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.

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, Additional Municipal Commissioners, Executive Officers, Deputy Municipal Commissioners, Revenue Officers, Chief Engineers, Executive Engineers etc. are also working.

3.1 Scope of project

- 3.1.1 PMC has selected one agency for development and operation of the e-bill software for the management of civil work and agreement period of the agency is now going to expire. PMC wants to select one agency for operation and maintenance of E-bill software.
- 3.1.2 PMC aims to make effective use of ICT and better deliver its project management services to the Stake holders and at the same time assist the policymakers to design effective plans and policies to better facilitate the stakeholders of this service.

3.2 Request for Proposal

The Authority invites online proposals (the "Proposals") for **Selection of Agency for Operation & Maintenance of E-Bill Software for Patna Municipal Corporation** in conformity with the scope of work and other terms and condition as specified in this RFP. The Authority intends to select the agency through an open competitive bidding process in accordance with the procedure set out herein.

3.3 Due diligence by Bidders

Bidder 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.

3.4 Sale of RFP Document

RFP document can be downloaded from the website of www.eproc2.bihar.gov.in. However, the bids of only those Bidders 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.

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

3.5 Brief description of the Selection Process

The Authority has adopted a single-stage two-part competitive bidding process (selection process for evaluating the Proposals comprising of technical bids and financial bid to be submitted by the Bidder. The selection will be done through **Quality (80%)-cum-Cost (20%) Based Selection (QCBS 80:20)**. The technical quality of the proposal will be given weightage of 80%. The price bids of only those agency(s) who qualify technically (i.e. who obtain at least 70% marks, the minimum required to qualify technically), will be opened. The proposal with the lowest cost may be given a financial score of 100. All other proposals will be given financial score that are inversely proportionate to their prices. The financial proposal shall be given weightage of 20%.

The proposals will be ranked in terms of total points scored. The proposal with the highest total points will be declared H1 and then H2, H3 subsequently; H1 will be considered for award of contract and may be called for negotiations, if required.

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

Prospective Bidders 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 Chief Municipal Engineer.

3.7 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 08-07-2022 (16:00 Hrs.)

Venue: As mentioned.

3.8 Official Contact for the proposal

All communications of Proposal should be addressed to:

Municipal Commissioner,

Patna Municipal Corporation

Address: 2nd Floor, Maurya Lok, Patna, Pin: 80001

Email: pmcporda@gmail.com or cmeppmcprda01@gmail.com

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

Mobile: 9146133228

3.9 The Official Website for submission of online Bid is:

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

3.10 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) ***Selection of Agency for Operation & Maintenance of E-Bill Software for Patna Municipal Corporation.***

3.11 Pre-qualification criteria of Bidders-

- a) Bidders must read carefully the minimum Pre-qualification criteria of provided herein. Proposals of only those Bidders who satisfy the pre-qualification criteria will be considered for technical evaluation.
- b) Consortium is not allowed for this work.
- c) To be eligible for evaluation of its Proposal, the Bidder shall fulfill the following **Pre-qualification criteria:**

Sr.	Particulars	Supporting Documents to be submitted
1.	An entity registered under Indian Companies Act 1956 / 2013 or Limited Liability Partnership Act 2008 or partnership firm or equivalent law abroad / Proprietorship/Institutions registered under Societies Act/ individual.	Copy of Certificate of Incorporation / registration.
2.	The Bidder must have a valid GST certificate, valid PAN card, and PF registration number.	Copy of GST Certificate, PAN card and PF registration certificate.
3.	As on date of submission of the proposal, Bidder/Firm should not have been blacklisted and debarred by any State Government / Central Government / PSUs .	Notarized affidavit to be submitted by bidder.

4	The Bidder should have an average annual turnover of Rs. 5 crore or more in the last three (3) financial years, i.e., 2018-19, 2019-20, & 2020-21 and should have positive net worth as financial ending 31.03.2021.	Copy of the audited profit & loss, balance sheet of the bidder, showing turnover of the bidder and for the last three financial years.
5.	Bidder should have experience of successfully completion of at least 3 consultancy projects and each project value should be Rs.50 lakhs or more in any state any State Government / Central Government / PSUs in last five years from bid submission date.	Completion certificate/work order& agreement
6.	The bidder must have on its payroll at least 10 technically qualified staff (on permanent payrolls of the company) as on bid submission date.	Certificate from bidder's statutory auditor/ agency/ firm secretary/ HR Head for number of technically qualified staff employed by them.
7.	Valid character certificate of Individual/ partners/ directors and its authorized person.	Copy of character certificate Issued by competent authority

Note-

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

- i. Incorporation certificate of the company /Proof of Company registration document/MoA/ other than company.
- 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 (2020-21, 2019-20, and 2018-19) 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, Copy of PAN Card, and copy of PF registration number.
- vii. Affidavit on notarized non-judiciary stamp paper for no-blacklisting and debarred.
- viii. All technical standard form as per RFP (If applicable)

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

An Bidder should have, during the last three financial years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been expelled from any project or agreement nor 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 add in format, without changing the content of the forms, making due provision for incorporation of the requested information.

3.12 Conflict of Interest

- 3.12.1 A firm that has been engaged by the client to provide Goods, Works, or Non-consultancy services for a project, or any of its affiliates, shall be disqualified from providing Consultancy service resulting from or directly related to those Goods, Works, or Non-consultancy services. Conversely, a firm hired to provide consultancy services for the preparation or implementation of a project, or any of its affiliates, shall be disqualified from subsequently providing Goods or Works or Non-consultancy services resulting from or directly related to the consultancy services for such preparation or implementation.
- 3.12.2 The agency (including its experts and sub-consultants) or any of their affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultant for the same or for another Procuring Entity; and
- 3.12.3 A agency (including its/his experts and sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in any part of: 1. the preparation of ToR for the assignment; 2. selection process for the contract; or 3. supervision of the contract, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the client throughout the selection process and execution of the contract.

3.13 Number of Proposals

No Bidder/bidder shall submit more than one Application for the said work.

3.14 Site visit and verification of information

Bidders are encouraged to submit their respective Proposals after collection of data and Information required if any.

3.15 Acknowledgement by Bidder

- 3.15.1 It shall be deemed that by submitting the Proposal, the Bidder 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;

3.15.2 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;

3.15.3 Acknowledged that it does not have a Conflict of Interest; and

3.15.4 Agreed to be bound by the undertaking provided by it under and in terms hereof.

3.15.5 The Authority shall not be liable for any omission, mistake or error on the part of the Bidder 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.

3.16 Right to reject any or all Proposals

3.16.1 PMC reserves the right to accept in part or in full any Bid or reject any or more Bid(s) without assigning any reason or to cancel the Bidding process and reject all Bids at any time, without incurring any liability, whatsoever to the affected Bidder or Bidders.

3.16.2 The Authority reserves the right to reject any Proposal if:

- (a) at any time, a material misrepresentation is made or discovered, or
- (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened.

Bidders 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 for Selection of Agency for Operation & Maintenance of E-Bill Software for Patna Municipal Corporation"

3.16.3 The Authority will post the reply to all such queries on the Official e-Procurement Website (www.eproc2.bihar.gov.in).

3.16.4 The Authority may 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.

3.17 Amendment of RFP

3.17.1 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 Bidder,

modify the RFP document by the issuance of Addendum/ Corrigendum / Amendment and posting it on the eproc2 website.

- 3.17.2 All such amendments/corrigendum/addendums will be posted on the eproc2 website and will be binding on all Bidders.
- 3.17.3 In order to afford the Bidders 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.

3.18 PREPARATION AND SUBMISSION OF PROPOSAL

3.18.1 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.

3.18.2 Format and signing of Proposal

- 3.18.2.1 The Bidder shall provide all the information sought under this RFP. The Authority would evaluate only those Proposals that are received in the specified forms and complete in all respects. The technical proposals (Pre-qualification criteria, technical eligibility, financial eligibility, technical standard form and others document as per RFP) and financial proposal shall be submitted online only.
- 3.18.2.2 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall initial each page. In case of printed and published Documents also each pages shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the “Authorized Representative”) as detailed below:

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

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

3.18.3 Technical Proposal

- 3.18.3.1 Bidders shall submit the digitally signed technical proposal online at

www.eproc2.bihar.gov.in in the formats at Appendix (the “Technical Proposal”) or before the date and time mentioned in this RFP.

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

- (a) The Bid Security/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;
- (c) All Pre-qualification and other criteria as per RFP.
- (d) All Technical form (as applicable).

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

3.18.3.4 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared nonresponsive.

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

3.18.3.6 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 Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder 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 Bidder 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 Bidder or Agency, as the case may be.

3.18.3.7 In such an event, the Authority shall forfeit and appropriate the Performance Security/bid 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.

3.18.4 Financial Proposal

3.18.4.1 The Financial Proposal shall be submitted online only and as per given in Annexure (the “Financial Proposal”), clearly indicating the total cost of the work in both figures and words, in Indian Rupees. 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.

3.18.4.2 While submitting the Financial Proposal, the Bidder shall ensure the following:

- a) 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.

- b) Before submission of financial proposal, bidders are advised to read carefully scope of project and other terms and conditions of the RFP.
- c) The Financial Proposal shall take into account all expenses (manpower deployment, overhead, back support etc). For the avoidance of doubt, it is clarified that all expenses including of GST shall be deemed to be included in the costs shown under the Financial Proposal. Financial Proposal shall be expressed in INR only and should be submitted only online.

3.18.5 Submission of Proposal

- 3.18.5.1 The Bidders shall submit the Technical Proposal and Financial Proposal online as per date and time mentioned in this RFP. Each page of the submission shall be initialed by the Authorized Representative of the Bidder as per the terms of this RFP.
- 3.18.5.2 The completed Proposal must be submitted online on or before the specified time on PDD. Technical Proposal shall be uploaded on the www.eproc2.bihar.gov.in duly digitally signed.
- 3.18.5.3 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.
- 3.18.5.4 The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the bidder under the Agreement.

3.18.6 Proposal Due Date

- 3.18.6.1 Proposal should be submitted on or before the Proposal Due Date specified in bid schedule as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- 3.18.6.2 The Authority may, in its sole discretion, extend the bid submission date by issuing an corrigendum in accordance with Clause mentioned above uniformly for all bidders/bidders.

3.18.7 3.20.6 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.

3.19 Bid Security/EMD

- 3.19.1 The Bidder/bidder shall furnish as part of its Proposal, a bid security of Rs. 1,00,000 (Rupees One Lakh Only) (Refundable) to be paid through online at website www.eproc2.bihar.gov.in or In case of Bank Guarantee (BG), EMD should be payable in name of Municipal Commissioner, Patna Municipal Corporation, payable at Patna which should be valid for 225 days. The copy of the proof of submission of bid security online to be submitted in technical proposal.

3.19.2 The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

3.19.3 In case of Bank Guarantee, bidders shall submit original bank guarantee before the opening of financial bid as per the direction of PMC authority and same should tally with the uploaded document that have been uploaded by bidders at eproc2 website. If any bidders does not submit original bank guarantee before the opening of financial bid as per the direction of PMC authority or it does tally with the uploaded document, there bid will be rejected.

3.19.4 The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, the Bid Security 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 Bidder from time to time;
- (c) If the First ranked bidder withdraws his proposal during negotiations (failure to arrive at consensus by both the parties shall not be construed as withdrawal of proposal by the agency);
- (d) If any bidder commits breach any clause of this RFP.
- (e) In the case of a first ranked Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in this RFP; or
- (f) If the Bidder is found to have a Conflict of Interest as specified in Clause given overleaf.

3.20 Performance Security

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

- (a) If an 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 awarded Bidder commits a breach of the Agreement.

3.20.2 An amount equal to 5% (Five per cent) of the Agreement Value of first year 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 consists of

5% in the form of bank guarantee in the name of Municipal Commissioner, Patna Municipal Corporation, Payable at Patna which shall be valid up to the 3 months after the end of the contract. The performance security shall be returned after the expiry of contract/end of work.

3.21 EVALUATION PROCESS

a) Evaluation of Technical Proposals

- Technical proposal will be evaluated only for the bidders who succeed in Pre-qualification Criteria mentioned in the RFP.
- The bidders should ensure that they provide the following documents in support of their claims failing which the information submitted would not be evaluated.
- All the bidders to note that the bidder getting / securing minimum **70** marks and above out of the 100 marks as shown in below table, will be considered as technically qualified and financial bid of only those bidders shall be opened.

DETAILED MARKING SCHEME FOR TECHNICAL EVALUATION

Sl. no	Evaluation Criteria	Marking Pattern	Maximum Marks
1	Financial Capacity of Bidder	<p>Average Annual Turnover for last three financial years (F.Y 2018-19, 2019-20 and 2020-21) :-</p> <p>a) \geq Rs. 5 Cr and $<$ Rs.10 Cr. =6 Marks</p> <p>b) \geq Rs. 10 Cr and $<$ Rs.15 Cr. =9 Marks</p> <p>c) \geq Rs. 15 Cr and $<$ Rs.20 Cr. =12Marks</p> <p>d) \geq Rs. 20 Cr =15 Marks</p>	15
2	Past Experience of the Bidder		
i.	Experience in consultancy projects in any state govt. / central government /PSU across India.	<p>Bidder should have experience in consultancy projects:-</p> <p>a) At least 3 projects- 6Marks</p> <p>b)More than 3 but up to 5 projects- 8Marks</p> <p>c)More than 5 projects- 10 Marks</p>	10

ii.	Experience in consultancy projects and cost of consultancy projects awarded-	Bidder should have experience in consultancy projects in any State government / PSUs / central Govt. Departments across India having project value more than 1 crore- At least 1 project- 5 Marks At least 2 projects- 10 Marks At least 3 projects- 15 Marks	15
iii.	Experience in at least one similar nature assignment in any state govt./ central government /PSU across India in last five years from bid submission date.	Bidder should have experience in at least one similar nature assignment (i.e. Development and Operation & Maintenance of e-billing related software) and assignment value should be more than 1 crore any state govt. / central government /PSU across India in last five years. -15 Marks	15
iv.	Prior Experience of working in Bihar:	Bidder should have experience in at least one assignment of consultancy OR software implementation in the state govt. of Bihar having project value is more than 1crore in last five years from bid submission date.- 15 Marks	15
3	Key Personnel for Project		
4	Approach & Methodology		
i.	Demonstrate firm's capability in respect of this assignment	Bidders shall Submit a presentation covering the below mentioned parameters:- a) Understanding about objectives – 2 Marks b) Quality of the methodology - 2 Marks c) Implementation Plan - 3 Marks d) Work Programmed - 3 Marks	10

Note:-

- For Sl.No. 2- Project completed or substantially completed (80%) will be considered for evaluation.
- The experience of parent company shall not be considered. The experience of the consultant (as sole/JV/associate) with Government client as principal employer only, will be considered for evaluation.
- The price bids of only those bidders who qualify technically (70 marks or above) will be opened.

Qualifications and competency of each of the key professional as per Sl. No-3 above will be evaluated separately. The marks for **key professionals** will be further sub-divided as under:

Sr No	Position	Marks
1	Team Leader	9
2	Deputy Team Leader	6
3	Database Specialist	5
TOTAL		20

For all the above positions following sub-criteria shall be followed:

- Key professionals should meet the minimum qualification criteria as per the general condition of contract; otherwise the key professional needs to be replaced at the time of negotiation.

The relevant experience of the key personnel shall be evaluated as follows:

Marking Criteria for each and every key personnel		
a)	Educational Qualification	
	i) Against minimum qualification	30%
b)	Number of years of experience	
	i) If minimum number of years of experience is met	20%
	ii) Additional number of years of experience, maximum up to 4 years (5% marks for each completed year)	20%
c)	Adequacy for the assignment/ job (Experience in carrying out similar assignment/job) (50 % marks for each completed year)	30%

b) Evaluation of Financial Proposal

After the technical evaluation, the Authority shall prepare a list of technically 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.

c) Method of Selection

- The selection of agency will be based on Quality (80%)-cum-Cost (20%) Based Selection **QCBS 80:20**.
- **The technical quality of the proposal will be given weightage of 80%.** The technical qualification evaluation method is indicated in (a). The price bids of only those bidders who qualify technically (**i.e. who obtain at least 70% marks, the minimum required to qualify technically**), will be opened. The proposal with the lowest cost may be given a financial score of 100. All other proposals will be given financial score that are inversely proportionate to their prices.
- **The financial proposal shall be given weightage of 20%.**
- For working out the **combined score**, the employer will use the following formula:

$$\text{Total Points} = T(w) \times T(s) + F(w) \times F(s),$$

$$\text{where, } F(s) = \{(LEC / EC) * 100\}$$

$T(w)$ stands for weight of the technical score (0.80)

$T(s)$ stands for technical score obtained, out of 100.

$F(w)$ stands for weight of the financial proposal (0.20)

EC stands for Evaluated Cost of the financial proposal

LEC stands for Lowest Evaluated Cost of the financial proposal.

$F(s)$ stands for financial score of the financial proposal

- The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and may be called for negotiations, if required.

d.) Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders 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.

e.) Clarifications

- (i) To facilitate evaluation of Proposals, the Authority may, at its sole discretion, seek clarifications from any Bidder 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 any Bidder 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 Bidder shall be barred from subsequently questioning such interpretation of the Authority

3.22 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 only, 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 bidder's authorized representative. In case the Selected Bidder fails to reconfirm its commitment, the Authority reserves the right to designate the next ranked bidder invite for negotiation.

b. Award of Work

After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 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.

c. Execution of Agreement

After acknowledgement of the LOA as aforesaid and submission of required performance guarantee 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.

d. 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 invite the second ranked Applicant for negotiations.

In such an event, the Performance Security/EMD of the first ranked Applicant shall be forfeited and appropriated in accordance with the provisions of this RFP.

e. 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.

3.23 FRAUD AND CORRUPT PRACTICES

- The Bidders 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 Bidder, if it determines that the Bidder 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 Bidder’s Proposal.
- Without prejudice to the rights of the Authority under above Clause hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if a Bidder 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 Bidder 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 Bidder 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.

- For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical Agency/ adviser of the Authority in relation to any matter concerning the Project;
 - **“fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
 - **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
 - **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

3.24 Project Duration:

The project duration shall be awarded initially for a period of **three years**, which may further be extendable up to 2 years, subject to review and the satisfactory performance of Services/Activities and compliance of all terms and conditions of the service Agreement, which is further, subject to the approval of Competent Authority. PMC shall have the right to terminate this agreement even before three year at a notice of 30 days if work is not satisfactory.

3.25 PRE-PROPOSAL/PRE-BID CONFERENCE

- Pre-Proposal Conference of the Bidders 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 Bidder shall be allowed to participate on production of an authority letter from the Bidder.
- During the course of Pre-Proposal Conference, the Bidders 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.

3.26 MISCELLANEOUS

- The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - consult with any Bidder in order to receive clarification or further information;
 - retain any information and/or evidence submitted to the Authority by, on behalf of and/or in relation to any Bidder; and/or
 - Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- It shall be deemed that by submitting the Proposal, the Bidder 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.
- All documents and other information supplied by the Authority or submitted by an Bidder shall remain or become, as the case may be, the property of the Authority. The Authority will not return any submissions made hereunder. Bidders are required to treat all such documents and information as strictly confidential.
- The Authority reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

3.27 Disqualification

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

- i. Submitted the Proposal documents after the response deadline.
- ii. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- iii. 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.
- iv. Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- v. Failed to provide clarifications related thereto, when sought.
- vi. Declared ineligible by any Department or office of Government of any state for corrupt and fraudulent practices or blacklisted or debarred.
- vii. In case of original bank guarantee for EMD and original affidavit (if any), If any bidder does not submit the original bank guarantee and original affidavit before the opening of financial proposal as per authority direction.

4 General Conditions of Contract

4.1 Definitions

- i. "Agency" means any private or public entity, which will provide the services as per scope of work mentioned in this RFP to PMC under the contract after providing of LOA/work order.
- ii. "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.
- iii. Applicant/Bidder means the sole entity or single firm bidding for this RFP.
- iv. Authority refers to the officer appointed/nominated by the Municipal Commissioner, Patna Municipal Corporation.
- v. Competent Authority/PMC refers to the Municipal Commissioner whereas Awarded bidder /Service Providers refers **Selection of Agency for Operation & Maintenance of E-Bill Software for Patna Municipal Corporation**.
- vi. "Competent Authority" means the Municipal Commissioner, Patna Municipal Corporation, Patna.
- vii. "Committee" means the committee formed for the evaluation of the proposals.
- viii. "Contract" means the Contract signed by the parties along with the entire documentation specified in the RFP.
- ix. "Day" means Calendar day and month means calendar month.
- x. "Effective date" means the date on which the contract comes into force and effect.
- xi. "GCC" means General Conditions of Contract, specified in this Section of RFP
- xii. "Government" means State Government.
- xiii. "Proposals" means proposals submitted by bidders in response to the RFP issued by PMC for "**RFP for Selection of Agency for Operation & Maintenance of E-Bill Software for Patna Municipal Corporation**".
- xiv. "PDD" Means Proposal due date.
- xv. "QCBS" means Quality- cum- Cost-Based Selection.
- xvi. "PMC" means Patna Municipal Corporation, 2nd Floor, Maurya Lok, Patna –800013, Bihar.
- xvii. "Personnel" means key professional and support staff provided by the agency assigned to perform the Services or any part thereof.
- xviii. "Services" means the work to be performed by the awarded bidder pursuant to the selection by PMC and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by PMC.

4.2 Duration of Project:

The project shall be awarded initially for a period of three years, which may further be extendable up to 2 years, subject to review and the satisfactory performance of Services/Activities and compliance of all terms and conditions of the Agreement, which is further, subject to the approval of Competent Authority. PMC shall have the right to terminate this agreement even before three years at a notice of 30 days if work is not satisfactory.

4.3 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 shall be final and binding on the agency.

4.4 Standards of Performance:

- 4.4.1 The agency shall give the services and carry out their obligations under the Contract with due diligence, efficiency, and economy in accordance with generally accepted professional standards and practices. The 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 labor laws and tax laws prevalent in the country. The agency shall conform to the standards laid down in RFP in totality.
- 4.4.2 Awarded bidder 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 Govt. of Bihar etc. and the rules framed there under. Agency would do necessary deduction of PF/ESI Contribution/IT etc. from the concerned employee's wages.

4.5 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.

4.6 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.

4.7 Sub Contracts

No Sub Contracting shall be allowed for this project without the prior approval of PMC authority.

4.8 Assignments

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

4.9 Interpretation

- I. In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their general meaning under the language of the Contract unless specifically defined. The Authority will provide instructions clarifying queries about the Conditions of Contract.
- II. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

The documents forming the Contract shall be interpreted in the following order of priority:

- a) Agreement
- b) Letter of Acceptance, notice to proceed with the works
- c) Agency's Bid
- d) Contract Data
- e) Conditions of Contract including Special Conditions of Contract
- f) Any other document listed in the Contract Data as forming part of the Contract.

4.10 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.

4.11 Performance Assessment

- This RFP is for Operation & Maintenance of E-Bill Software for Patna Municipal Corporation.
- PMC shall carry out monthly review meeting of the agency in which the services provided by agencies, compliances to the scope of work etc. shall be reviewed and the agencies not complying with the tender terms shall be appropriately treated.

4.12 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 other than the excepted risks as mentioned above under previous clause are the responsibility of the agency.

4.13 Working Hours

- The Agency shall not be paid or reimbursed by the PMC for any overtime work done by his staff to complete the task. The agency, through his team leader, shall submit a monthly report to PMC about number of work force which has reported as against the agreed work force.
- PMC shall not be responsible for any accident/injury to the staff of the agency. Further the PMC will

not provide any insurance, medical facility, workman compensation, etc. to the staff of agency.

4.14 Currencies-

All payments shall be made-in Indian Rupees.

4.15 Safety

The agency shall be responsible for the safety of all activities.

4.16 Personnel Deployment

4.17.1. Deployment of below set of resources within specified timelines in the Project deliverables and timeline section as per the desired skill-set and experience of various categories of resources.

So.no	Position	Nos.	Educational Qualification	Relevant Experience
I. Key Professional staff				
1	Team Leader	1	B Tech/ B.E	<ul style="list-style-type: none">• Minimum 6 years of work experience.• Have led at least 1 Projects in the capacity of a team leader.
2	Deputy Team Leader	1	B Tech/ B.E	<ul style="list-style-type: none">• Minimum 4 years of work experience.• Have led at least 1 Projects in the capacity of a deputy team leader.
3	Database Specialist	1	B Tech/ B.E in I.T or Computer science	<ul style="list-style-type: none">• Minimum 2 years of work experience as database specialist
II. Support Staff				
1	Data Entry Operator	10	Graduation in any stream	<ul style="list-style-type: none">• Minimum 1 year of work experience.• Should have Knowledge of word, excel and power point.

4.16.2 The number of key professional staff and support staff may increase or decrease as per the direction of authority. In case of increase of staff, additional fee will be paid for additional manpower by PMC.

4.16.3 The agency will not replace any key professional staff without prior approval of PMC authority.

4.16.4 The agency shall indemnify and keep indemnified the Authority and its personnel deployed, 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.

4.16.5 As per the requirement and need of project, the agency needs to provide expert of the concerned field within a week of requirement as stated by authority. The agency on request

of authority will submit the CV of the required expert to the authority for approval within five days. The agency is required to submit more than one CV for the expert required and once approved by authority; the agency is required to mobilize the expert in a week.

4.16.6 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

4.16.7 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 Labor Laws.

4.17 Deliverable

A monthly and weekly Progress report need to be submitted based on performance proposed scope of work.

4.18 Payment Schedule

The payment will be made after the deducting of applicable TDS & other statutory deduction to agency on the monthly basis subject to the verification by PMC authority. The payments will be made upon submission of an invoice backed by Monthly Progress report, attendance sheet etc.

4.19 Delegation

The Authority may delegate any of its duties and responsibilities to other people after notifying the agency and may cancel any delegation after notifying the agency.

4.20 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.
 - Shall specify the nature of failure
 - Shall request the agency to remedy such failure within a period not exceeding thirty (30)days after receipt by the agency of such notice of failure.

4.21 Force Majeure

- 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.
- 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.

- 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.

4.22 Termination

A 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:
 - Performance is below expected level.
 - Non adherence to scope of work given in RFP.
 - Quality of work is not satisfactory.
- (b) The Agency fails to correct it within a reasonable period of time determined by the Engineer;
- (c) The agency does not maintain a security which is required;

B. Termination for Default

- The PMC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the agency, terminate the Contract in whole or part:
 - If the agency fails to deliver any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by the PMC .
 - If the agency fails to perform any other obligation(s) under the Contract.
 - If the agency, 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;”

- If the agency fails to conform to the quality requirement laid down.
- C. 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's shall continues the performance of the Contract to the extent not terminated.
- D. If any such compliant 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.

E. Terminations for Insolvency

- PMC may at any time terminate the Contract by giving written notice to the service provider/ awarded bidder; if the service provider/ awarded bidder 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.

F. Termination based on the authority convenience

Contract may be terminated, in whole or in part, by the authority, which shall not be limited to the terms and condition of this agreement and shall include the following:

- a) Whenever, for any reason, the authority determines that such termination is in PMC's best interest.
- b) Termination of services shall be effected to the agency on a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective.
- c) In case of termination, payment will be made on actual days of the services rendered by the agency.

4.23 Taxes and Duties

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

4.24 Outstanding Dues

Any amount outstanding for any reason from the awarded bidder shall be recovered from the amount of their pending bills and the Performance security deposit. 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 company is compelled to resort to any legal proceedings in

this respect, the expenditure incurred by the company for the legal proceedings shall be recovered from the agency.

4.25 Legal Jurisdiction

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

4.26 Dispute

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 any proceeding in regard to the said dispute.

4.27 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 the Chief Municipal Engineer, PMC, and he/she will decide the same within 15 days and so on. And in case the agency is dissatisfied with the said decision, the agency shall be required to approach the Municipal Commissioner, PMC within 30 days of the said decision and Municipal Commissioner shall decide the same within 30 days, which will be final and binding upon agency. If the agency is dissatisfied with the decision of the Municipal Commissioner, PMC then only the agency shall be entitle to take recourse of law before any competent court in that regard.

4.28 Language

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

4.29 Complaints and Corrective Action

The agency will be responsible to resolve any litigation of irregularity/illegal action of affairs of trusts on behalf of the PMC. He will be bound to give his response in writing to the client on any alleged irregular or illegal actions taken by the Agency within 3 days of receipt of such complain.

4.30 Notice

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

5 SPECIAL CONDITION OF CONTRACT

5.1 Objectives

The main goals that the PMC wants to achieve are

- a) To improve the mechanism to provide information support to the higher authorities to monitor physical and financial progress of projects and insist the necessary administrative control.
- b) To improve the productivity and responsiveness of employees and reduce the cycle time/repetition of activities through introduction of ICT based processes such as workflow automation, database and knowledge store management and better communication mechanism.
- c) Automation of standard processes related to Construction Management to reduce paper based manual work.
- d) Efficiency in creation, movement, tracking of works/contracts.

5.2 Scope of Work

The Scope of work broadly includes the following, however but not limited to-

5.2.1 Component 1- Maintenance of the software

1. The agency will ensure maintenance of the software during the contract period and if any technical glitch arises then agency will resolve the same immediately.
2. The agency shall execute and perform modules testing like performance, load, and security, quality testing etc. with the help of tools like Load Runner, App Scan, and Quality Centre etc.
3. The agency shall conduct Functionality, Browser Compatibility, Accessibility, Scalability, Application Security and Penetration Testing, if any.
4. The agency shall develop of new modules, functionalities, reports etc. as per PMC's requirement in existing E-bill.
5. PMC shall not provide any PCs / Laptops to the resources for maintenance of e-bill.
6. Basic details of software as follows-
 - Programming Languages - PHP 5.6
 - Framework – Code igniter
 - Web Server – Nginx
 - Operating System - Centos 6
 - Database Server – MySQL (MariaDB 10.0)
7. Modules Of Software are as follows:
 - (a) Add Work Module: - This module enables users to add basic details of works.

- (b) Estimate Module & Hierarchy Approval: - Estimate module enables user to prepare estimate by selecting items from SOR.
- (c) Tender Management Module: - This module enables user to insert tender details of work. Details of tender are as follow-
 - Tender Invitation details
 - Tender Purchase details
 - Contractor Participation details
 - Agreement Details
 - Work Order details
- (d) BOQ Module- This module will auto-generates BOQ after Admin approval of work with respect to Estimate.
- (e) Measurement Book Module- This module enables user to prepare MB in e-billing software.
- (f) Running Account Bill Module: - RA BILL module will auto-generates RA Bill corresponds to MB after approval from appropriate authority.
- (g) Document Manager Module: - This module enables user to upload different types of scan document related to specific work.

5.2.2 Component 2- Supply of Key Professional and support staff for Handholding support to the PMC:-

1. The agency will be responsible to deploy Key Professional and support staff as per qualification, experience, and number mentioned in the clause - 4.17.1 of the RFP at the PMC office for handholding support to the PMC office. The handholding support shall includes the following but limited to:-
 - (a) To create file in e-bill software.
 - (b) Upload and insert estimate, drawing etc. in e-bill software.
 - (c) Upload TA copy, AA copy and TS copy etc in e-bill software.
 - (d) Insert tender details of work- Tender Invitation details, Tender Purchase details, Contractor Participation details, Agreement Details, Work Order details etc. in e-bill software.
 - (e) To prepare Measurement book (MB) in e-billing software.
 - (f) To generate RA Bill corresponds to MB after approval from appropriate authority.
 - (g) To upload different types of scan document related to specific work
 - (h) To provide daily/weekly/monthly reports to the authority.
2. PMC shall not provide any PCs / Laptops to the agency's personnel/staff; PCs/ Laptops/printer/scanner etc. shall be provided by the agency to their personnel/staff for projects.

3. The agency shall provide training to employees of PMC as and when required.
4. The agency shall also provide handholding support to manage the Works and Accounts Management Information System (WAMIS).
5. PMC also reserves the right to alter, modify, change, or remove any of the conditions mentioned in the agreement, with mutual consent.
6. At the end of the Contract period/termination of contract, the agency will handover the E-bill software with required training to PMC within 7 days, without claiming any compensation of whatever in nature.

6 Annexure- Financial Proposal

SUMMARY BY COSTS

SI.NO	Particulars	Per Month	Total Amount for 1 Years
1	Component 1: Annual Maintenance Cost		
2	Component 2: Manpower Cost		
3	Total		
4	Add: GST on prevailing rates		
5	Gross Total		

Component 2: Manpower Cost (Retainership Fee)

SI.NO	Position of Staff	Quantity	Monthly Retainership in INR for one position	Total Cost for One Month	Total Cost for One Years
A	b	c	d	$e = c * d$	$F = e * 12$
Key Professional staff					
1	Team Leader	1 (One)			
2	Deputy Team Leader	1 (One)			
3	Database Specialist	1 (One)			
Support staff					
4	Data Entry Operator	10 (Ten)			
5	Grand Total				

Note:

- *The currency of quote shall be Indian Rupees.*
- This financial proposal shall be unconditional which will be valid for entire period.
- The financial proposal shall be carried out based on the Gross Total amount for one year.

7. TECHNICAL PROPOSAL - STANDARD FORMS

Form 1 – 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• PANcard• GSTregistration• EPF	
5.	Audited financial statements for the last three financial years AND Certificate from the Statutory Auditor/ CA, net worth	
6.	Declaration of non-blacklisting and debarred on the not on notarized non-judicial stamp paper.	
7.	Power of attorney by Bidder (if applicable)	
8.	Work Experience details and Self-certifications, as Applicable	
9.	All form (as applicable)	

Form 2 – Pre- Qualification Bid Covering Letter

Date: dd / mm / yyyy

To,

Municipal Commissioner,

Patna Municipal Corporation,

Patna, Bihar

Subject: Selection of Agency for Operation & Maintenance of E-Bill Software for Patna Municipal Corporation.

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

Dear Sir,

With reference to your “RFP **Selection of Agency for Operation & Maintenance of E-Bill Software for Patna Municipal Corporation**, we hereby submit our Prequalification bid, Technical Bid and financial 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 [] lakh and Tender fee of INR []

<<Financial Instrument details>>.

- c) We hereby declare that all information and details furnished by us in the Bid are true and correct to the best of our knowledge, and all documents accompanying such application are true copies of their respective originals.
- d) We agree to abide by our offer for a period of 180 days from the date of Submission of bid prescribed by 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:
 - To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
 - We affirm that the prices quoted are inclusive of all .

- 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:

Form 3 – Brief Company Profile

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

Form 4– Annual Turnover of last 3 years

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

Annual Turnover details and net profit (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

FORM 5: CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONALS

1. Proposed Position:

[For each position of key professional separate form Tech-6 needs to be prepared]:

2. Name of Firm:

[Insert name of firm proposing the staff]:

3. Name of

Staff: *[Insert
full name]:*

4. Date of Birth:

5. Nationality:

6. Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

7. Membership of Professional Associations:

8. Other Training:

9. Countries of Work Experience:

[List countries where staff has worked in the last ten years]:

10. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

11. Employment Record:

[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From *[Year]*:

To *Year*:

Employer:

Positions held:

12. Detailed Tasks Assigned

[List all tasks to be performed under this Assignment/job]

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignment/jobs in which the staff has been involved, indicate the following information for those assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of assignment/job or

project: Year:

Locat

ion:

Empl

oyer:

Main project

features:

Positions held:

Activities

performed:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Date:

[Signature of staff member or authorized Representative of the staff]

Place:

[Full name of authorized representative]:

Form 7 -Declaration of Non-Blacklisting (To be provided on the Company letter head and in the form of affidavit on notarized non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act)

To,
Municipal Commissioner,
Patna Municipal Corporation (PMC),
Patna, Bihar, India

Place _____ Date _____

Subject: Self Declaration of not been blacklisted and debarred **Selection of Agency for Operation & Maintenance of E-Bill Software for 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:

Form 8 – 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)	
Details of Task Assigned <i>(N.B Only relevant activities as sought in the Criteria to be included)</i>	
Value of Work completed for which payment has been received from the client.	
Date of Start	
Date of Completion	

(Authorized Signatory)

Signature:

Name:

Designation:

Bidding entity's name Address:

Seal and Date:

Form 9 – DESCRIPTION OF METHODOLOGY, STRATEGY AND WORK APPROACH

Bidders are required to provide a detailed approach, work plan and methodology to execute the entire project. Bidders are advised to comply with the below provided headers/Approach components while detailing out their solution.

The Bidder shall also submit Overall Approach, work plan & Methodology for undertaking the Project, which shall include –

- a) Understanding of the scope of work
- b) Approach ,Methodology and work plan
- c) Proposed solution and Mediums
- d) Innovative ideas & Suggestion
- e) Method of Impact assessment for the proposed solution.

Form 10- TEAM COMPOSITION & TASK TO BE ASSIGNED (only key professional staff considered for evaluation)

Sr. No.	Name of professional	Area of Expertise	Identified for Position/ Task
1			
2			
3			

Form 11- Bank Guarantee

Ref: Date

Bank Guarantee No.

<Name>

<Designation>

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

<Email id>

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

<> 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 <> notwithstanding anything contained herein:

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

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)

Form 12–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 _____ 2021 (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.