

**Notice Inviting Tender**

**Request for Proposal for Hiring of House Keeping Agency for BRLPS office locations by Bihar Rural Livelihoods Promotion Society (BRLPS) under NRLM.**

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**Tender No.: BRLPS/Proc/219/18/98449/08      Date: 01-12-2022**

**BIHAR RURAL LIVELIHOODS PROMOTION SOCIETY (BRLPS)**

**DEPARTMENT OF RURAL DEVELOPMENT,**

**GOVERNMENT OF BIHAR**

## 1. Invitation for Tender

Bihar Rural Livelihoods Promotion Society (BRLPS) invites tender offers (Eligibility and Price) for Hiring of Housekeeping Agency. The bid is being done online through **E-Procurement** at <https://www.eproc.bihar.gov.in> BRLPS is a society registered under the Department of Rural Development, Government of Bihar.

The summary of tender details is as below:

Sr. No	Item Details	Particulars
1	Tender No.	BRLPS/Proc/219/18/98449/08
	Tender processing Fee (Non-Refundable) (in Rupees)	<b>Rs. 1180.00</b> (Inclusive of GST @18.00%) to be paid through e-payment mode (i.e. NEFT/RTGS/, Credit Card/Debit card/Internet Banking)
2	Tender Fee	<b>Rs. 2,000.00</b> to be paid through e-Payment mode (i.e. NEFT/ RTGS, Credit/ Debit Card & Net Banking) only. <b>(non-refundable)</b>
3	BID Security (EMD)	<b>INR – 33,000 (Thirty-Three Thousand Only)</b> to be paid either in the form of Demand Draft or Bank Guarantee issued by any scheduled bank favoring Bihar Rural Livelihoods Promotion Society, Patna.  <b>Bidder has to upload the scanned copy of Demand Draft/Bank Guarantee on e-Proc portal and original copy of same should be submitted on or before the date of opening of technical bid, otherwise, the bid will be treated as non-Responsive.</b>  Bid received without bid security as above will be treated as non-responsive.
4	Pre-Bid Conference (Address)	<ul style="list-style-type: none"> <li>Pre bid meeting will be held on <b>13-12-2022</b> at 04.00 PM at BRLPS Office, Vidyut Bhawan, Bailey Road, Patna. Queries and Clarifications, if any, will be uploaded on <a href="https://www.eproc.bihar.gov.in">https://www.eproc.bihar.gov.in</a> as well as on official website of BRLPS at <a href="http://www.brlps.in">www.brlps.in</a></li> <li>Requests for clarification should be received by the Employer before <b>12/12/2022</b>.</li> </ul>
5	Contact person/Nodal Officer for queries	Dr. Santosh, Procurement Specialist Phone: 0612-2504980 (Extn. 242) Email: proc.sp@brlps.in
6	Start Date/Time of download of Tender Document	<b>01/12/2022</b> through <a href="https://www.eproc.bihar.gov.in">https://www.eproc.bihar.gov.in</a>

7	Last Date/Time of download of Tender Document	<b>23/12/2022</b> till 15:00 hrs. through <a href="https://www.eproc.bihar.gov.in">https://www.eproc.bihar.gov.in</a>
8	Last Date/Time for uploading the Tender Document	<b>23/12/2022</b> till 16:00 hrs. through <a href="https://www.eproc.bihar.gov.in">https://www.eproc.bihar.gov.in</a>
9	Date/ Time for opening of Tender Document (Technical)	<b>23/12/2022</b> till 16:30 hrs. through <a href="https://www.eproc.bihar.gov.in">https://www.eproc.bihar.gov.in</a>
10	Date/ Time for opening of Tender Document (Financial)	Will be communicated to the technical qualified bidder through email.

Note: - Bids will be opened online on the specified date. Notice of any changes will be provided through <https://www.eproc.bihar.gov.in> and shall also be published on official website of BRLPS. Further, Price bid/Financial bid Opening Date, Time will be intimated to the qualified Bidders through email.

Sd/-

Chief Executive Officer cum Mission Director  
Bihar Rural Livelihoods Promotion Society,  
Government of Bihar

## 1.1 Tender Calendar:

Item Details	Target Date
Start Date/Time of download of Tender Document	01/12/2022 through <a href="https://www.eproc.bihar.gov.in">https://www.eproc.bihar.gov.in</a>
Last Date/Time of download of Tender Document	23/12/2022 till 15:00 hrs. through <a href="https://www.eproc.bihar.gov.in">https://www.eproc.bihar.gov.in</a>
Last Date/Time for uploading the Tender Document	23/12/2022 till 16:00 hrs. through <a href="https://www.eproc.bihar.gov.in">https://www.eproc.bihar.gov.in</a>
Date/ Time for opening of Tender (Technical)	23/12/2022 till 16:30 hrs. through <a href="https://www.eproc.bihar.gov.in">https://www.eproc.bihar.gov.in</a>
Date/ Time for opening of Tender (Financial)	Will be communicated to the technical qualified bidder through email.

## 1.2 Definition:

In this tender document and associated documentation, the following terms shall be interpreted as indicated below:

- I. **"The Bidder"** means company/firm participating in this bidding process.
- II. **"Eligible Bidder"** means bidder satisfying qualifying criteria.
- III. **"The Purchaser"** means Chief Executive Officer cum Mission Director, Bihar Rural Livelihoods Promotion Society (BRLPS), Govt. of Bihar.
- IV. **"The Successful Bidder/Service Provider"** means the successful bidder and on whom BRLPS have placed a Letter of Intent/Contract Agreement for rendering the services as per the RFP and with whom the Purchaser enters into contract against this tender.
- V. **"The Contract"** means an agreement entered into, by the Purchaser with the successful bidder by signing a contract form in a given format by the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein.
- VI. **"The Contract Price"** means the price payable to the Successful Bidder under the contract for the full and proper performance of its contractual obligations.
- VII. **"Services"** means services to be provided as per the requirement mentioned in the scope of work.
- VIII. **"Non-compliance"** means failure/refusal to comply the terms and

conditions of the tender.

- IX. **“Non-responsive”** means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of tender offer in given Forms / Proforma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non-submission of tender fee and EMD.
- X. **“BRLPS”** means Bihar Rural Livelihoods Promotion Society.
- XI. **“PBG”** means Performance Bank Guarantee.
- XII. **“Letter of Intent (LoI)”** means a letter issued by the Tendering Agency (BRLPS) indicating his intention to place Purchase Order/Contract on the successful bidder.

## 2. Instructions to the Bidders

### 2.1 Bid submission

Bidder will submit technical and financial proposal through <https://www.eproc.bihar.gov.in>.

### 2.2 Joint Venture/Consortium

Joint Venture/Consortium is not allowed.

### 2.3 Submission of Tender Offers

Online tenders at <https://www.eproc.bihar.gov.in> will be received on before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day.

Purchaser may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on BRLPS website.

### 2.4 Method of Submission of Tender Form

Two bid system shall be followed as Eligibility Bid and Price Bid. Both, the Technical and Financial bids have to be submitted through <https://www.eproc.bihar.gov.in>. The evaluation system followed will be **Quality cum Cost Based Selection (QCBS)**. The detail of which is mentioned below:

- (a) The Price bid/Financial bid shall be prepared as per the Price bid/Financial bid format provided at <https://www.eproc.bihar.gov.in> in Excel format and shall be uploaded duly signed and sealed.
- (b) The Price bid/Financial bid shall be submitted exactly as per the format given. Any deviation will lead to rejection of whole Price Bid/Financial Bid.

- (c) The bidders shall submit their eligibility and qualification details, Certificates etc.as mentioned in bid, in the online standard formats given in e-Procurement web site (<https://www.eproc.bihar.gov.in>) at the respective stage only.
- (d) 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 web site (<https://www.eproc.bihar.gov.in>).
- (e) The bidder shall upload the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity using their digital signature.
- (f) Online portal will not allow to submit bid after deadline for submission as above.
- (g) For support related to e-tendering process, bidders may contact at following address "e- Procurement HELP DESK First Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, Patna-800001. Ph. No: **0612-2523006**, Mob- **7542028164**" or may visit the link "Vendor Info" at (<https://www.eproc.bihar.gov.in>).
- (h) **Corrigendum/ Addendum**, if any, will be published on e-Procurement, Bihar <https://www.eproc.bihar.gov.in> and the departmental website at [www.brllps.in](http://www.brllps.in) also.
- (i) BRLPS will first open the Technical Bids and the Bidders qualifying the technical scores/ Marks in technical evaluation will be considered as Technically Qualified Firm. The Price bids/Financial bids of all technically qualified Bidders will be opened for further processing. Price bid/Financial bid opening date andtime will be informed to the technically qualified Bidders before Price bid/Financial bid opening.

### **Clarification of Bids**

A prospective bidder requiring any clarification of the bidding documents may notify the BRLPS in writing through E-mail on the ID provided above. The BRLPS will respond in writing to any request for clarification of the bidding documents through corrigendum to be published on <https://www.eproc.bihar.gov.in> and the departmental website at [www.brllps.in](http://www.brllps.in) Requests for clarification on telephone will not be entertained. The bidder has to submit any query before due date mentioned in the tender document. Clarifications given in the pre bid shall form part of the RFP.

### **Format and Signing of Bids**

Each and every page of the bid shall be signed by authorized person or persons for uploading. **Bidder has to upload undertaking in the format available in the bid document.**

## **2.5 Late Tender Offers/ Late bid**

Online Tender Portal will not allow uploading the bid after due date and time. Any bid outside <https://www.eproc.bihar.gov.in> will not be entertained.

## **2.6 Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its tender, and the Purchaser will, in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

## **2.7 Tender Form and Tender Fee:**

The tender document is available at <https://www.eproc.bihar.gov.in>. Tender Fee of **Rs. 2000/-** (Rupees Two Thousand Only), is to be paid through e-payment mode (i.e., NEFT/RTGS/, Credit Card/Debit card/InternetBanking). The tender fee shall be non-refundable.

## **2.8 Bid Security Deposit**

EMD of **Rs. 33,000** (Rupees Thirty-Three Thousand only) to be paid either in the form of Demand Draft or Bank Guarantee issued by any scheduled bank favoring Bihar Rural Livelihoods Promotion Society, Patna. Bidder has to upload the scanned copy of Demand Draft/Bank Guarantee on e-Proc portal and original copy of same should be submitted on or before the date of opening of technical bid, otherwise, the bid will be treated as non-Responsive. Bid received without bid security as above will be treated as non-responsive.

The Bid Security may be forfeited in case, if a successful bidder fails:

- i. To execute the agreement / contract within given period of time from the date of the issue of the Letter of Intent.
- ii. To submit **Performance Bank Guarantee** (PBG) as specified in the terms and conditions.
- iii. No interest shall be payable by BRLPS to the Bidder(s) on Bid Security Deposit for the Period of its Currency.
- iv. In case of withdrawal of bid after opening.

Bid Security will be returned to the successful bidders only if bidder submits performance security (Bank Guarantee) as specified in tender document. For the unsuccessful bidders, it will be returned within 15 days of finalization of bids.

## **2.9 Offer Validity period**

The tender offer must be valid for minimum **90 days** from the date of opening of online tender. However, the Purchaser may extend this period at its sole discretion, information of which will be communicated to the participating bidder through official website of BRLPS.



## **2.10 Pre-bid conference**

A Pre-Bid conference/meeting of all the interested bidders will be held at the scheduled date and time. The bidders may also submit their queries through email to the address specified in the Section of Invitation for Tender. In pre-bid meeting queries of general nature will be entertained. Any changes decided in the pre-bid shall be communicated to bidders through corrigendum. The corrigendum and pre-bid clarifications will also form a part of this bid document and the same will be uploaded on <https://www.eproc.bihar.gov.in> as well as BRLPS website.

## **2.11 Erasure, Alternation & Signing of Tender**

Tender documents should contain no interlineations, erasures or overwriting. Clear readable attachments are to be uploaded.

## **2.12 Costs & Currency**

The Price offer must be given in Indian Rupees (INR) only. The service charges quoted by the agency will remain fixed for the period of the contract and no changes for any reason whatsoever will be allowed. The bidder shall bear all the costs associated with the preparation and submission of its bid, and the purchaser will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

## **2.13 Offer Price**

The Price bid/Financial bid will be inclusive of GST, Income taxes and other taxes. The variation (increase / decrease) shall only be allowed in case the appropriate Government increases/decrease the tax slab.

## **2.14 Bid format**

Authorized signatory must sign and affix the seal in all the pages of the response document. Relevant documents must be uploaded as proof wherever necessary.

## **2.15 Right to Alter Items**

The Purchaser reserves the right to include or exclude any tender item(s), and also the Purchaser reserves the right to make change in specifications up to the pre bid meeting closure.

## **2.16 Modification and Withdrawal of Offers**

The bidders will not be allowed to modify their bids after final submission. Withdrawal of original offer will not be allowed after opening of bid. No offer can be modified by the Bidder, once bid is finally submitted. However, a bidder can submit letter in hard copy to the office for withdrawal of their bid from the bidding process before opening of bids.

## **2.17 Preliminary Scrutiny**

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each offer to the tender documents. For purpose of this clause, a substantially responsive bid is one, which is in conformity with all

the terms and conditions of the Tender Documents without any material deviations. The Purchaser's determination of an offer's responsiveness will be based on the contents of the tender offer itself without recourse to extrinsic evidence.

## **2.18 Tender Evaluation**

The selection process would be Quality and Cost Based Selection (QCBS). For this 70% marks/points will be allotted on technical evaluation and 30% marks/points will be allotted in financial evaluation. The Evaluation Committee will shortlist the agency who have obtained 70 or more marks in the technical evaluation.

### **Short-listing of bidders:**

The bidders who have scored 70 marks/points or more out of 100 marks as stated here-in-above shall be considered as technically qualified and shall be included in the shortlist for opening and evaluation of their financial proposal (Price bid). However, if the number of such technically qualified bidders is less than two, the BRLPS may in its sole discretion, qualify the bidder(s) whose technical score is less than 70 marks/points but is more than 60 marks.

### **Evaluation of Financial Proposal (Price bid)**

1. In the second stage, the financial evaluation will be carried out as per this Clause.
2. For financial evaluation, the quoted amount (in words) indicated in the Financial Bid only shall be considered. On financial evaluation, the shortlisted bidders will be given total score which will be determined as under:
  - (a) 70% weightage will be given to the Technical Score.
  - (b) 30% weightage will be given to the Financial Score.
3. BRLPS will determine whether the Financial Proposals are complete, and unconditional. The cost indicated in the Financial Proposal shall be deemed as final reflecting the total cost of works/services.

### **Combined and final evaluation**

1. Proposals of the technically qualified bidder(s) during the process of evaluation of the technical bid will finally be ranked according to the total score (Technical Score + Financial Score) as per the following formula:

St= Technical Score

Sf =  $100 \times F_m / F$ ; In which, Sf is the financial score;

Fm is the lowest quoted price in the schedule being Evaluated;

F is the price quoted by the respective bidders in the schedule being evaluated.

The weightage given to the technical and financial proposals are  $T = 0.70$  and  $P = 0.30$

Combined total score (S) =  $(S_t \times 0.7) + (S_f \times 0.3)$

2. The successful bidder shall be the highest ranked bidder (whose total score is the highest). The second ranked bidder shall be kept in reserve and may be invited @ranked one bidder rate in case the first ranked bidder withdraws, or fails to comply with the requirements of tender conditions.

**In case Combined Final Score is same for two or more bidders, the bidder having more experiences as per submitted documents will be assigned rank one or considered successful bidder.**

### **2.19 Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of offers, the Purchaser may, at its discretion, ask some or all the Bidders for clarification on their offers at any of the stages mentioned therein and the same may be sent through email (proc.jeevika@gmail.com). However, in such cases, reply of clarifications shall be sent to the Purchaser through return email.

### **2.20 Amendment of bidding Document**

- a. At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether on its own initiative or in response to the request for clarification by a prospective bidder, modify the bidding documents.
- b. In order to allow prospective bidders reasonable time to take into the consideration the amendments while preparing their bids, the purchaser at its discretion may extend the deadline for the submission of bids.

### **2.21 Language of Bid**

The bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be in English language only. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an appropriate translation in English/Hindi language and in such a case, for purpose of interpretation of the bid, the translation shall govern.

### **2.22 Confidentiality**

- a. The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.
- b. At all times during the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or

assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

- c. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment.
- d. The obligations of confidentiality under this section shall survive rejection, expiry or termination of the contract.
- e. The bidder will abide by all applicable rules and laws of land.

### **2.23 Performance Bank Guarantee (PBG):**

- a) Successful Bidder shall submit a Bank Guarantee for an amount of Rupees 01.00 (One) lakh in the prescribed format as attached.
- b) Performance Bank Guarantee will be issued from a Scheduled Commercial Bank only promising payment of the guaranteed sum or part thereof to the BRLPS, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BRLPS shall be treated as conclusive proof for payment. A model Bank Guarantee format is enclosed as Annexure.
- c) Performance Bank Guarantee (PBG) shall be valid up to 18 months from the date of signing of the agreement or for any extended period of the contract wherever applicable. In case of extension of contract, the service provider will have to extend validity of the of the performance PBG).
- d) The provisions regarding sanctions for violation in the agreement include forfeiture of Performance Security in case of decision by the BRLPS.

## **3. SCOPE OF WORK**

Scope of work shall include the following:

**A.** The details of the area for Housekeeping Services to be provided are as mentioned below:

BRLPS has occupied offices in Annexe-II, Vidyut Bhawan, Bailey Road, Patna – 800021 at 1<sup>st</sup> floor (01 wing) and 3<sup>rd</sup> floor (3 wings), 5th floor Biscomaun Bhawan. Housekeeping is to be provided also at residential offices of Chief Executive Officer, BRLPS, Secretary, Rural Development Department and Development Commissioner, Bihar. Its proper cleanliness and general upkeep shall be ensured by the contractor in the office area occupied by the BRLPS and residential offices of Chief Executive Officer, BRLPS, Secretary, Rural Development Department and

Development Commissioner, Bihar are kept in a perfect state of cleanliness and hygiene at all times to the entire satisfaction of BRLPS.

**B. Housekeeping services will be comprehensive in nature relating to all areas within the premises and shall include the following:**

- a) Sweeping, Vacuum Cleaning/Cleaning and wiping of floors of different types including carpet surfaces, staircases, corridors and lobbies. Cleaning activity shall start in the morning at 8.00 AM so as to complete all the dusting/cleaning/moping work before 9.30 AM.
- b) Dedicated female manpower for ladies' washroom/restrooms.
- c) Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, blinds, windows, computers, telephones, curtains, photocopiers, signage etc. with dry/wet cloth, feather brush and duster.
- d) Thorough cleaning and scrubbing of toilets, wash basins, sanitary fittings and mirrors and toilet floors.
- e) Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc.
- f) Replenishing all toiletries including hand towels (M-fold/C-fold), Liquid soap, toilet rolls/GRD air freshener and tissue boxes after daily check-ups in the morning, afternoons and on call basis during daytime.
- g) Upkeep and maintenance of the pantry area to operate the necessary equipment such as fridges, Microwave Ovens, Water coolers, Water purifiers, Water dispensers, Tea Vending Machines etc.
- h) Maintenance of proper register/records for the jobs carried out on daily, weekly and monthly basis.
- i) The contractor has to supply all the necessary consumable items, equipment, tools, tackles and vacuum cleaners including supplying labour, supervisors and materials for daily, weekly and monthly activities as per terms and conditions (at all locations) and as directed to the entire satisfaction of the representative of BRLPS.

**C. Jobs to be carried out daily**

- a) Sweeping, Cleaning, vacuuming and wiping of floors of different types including carpet surface, wooden surface, staircases, corridors, lobbies, meeting areas, cabins etc.
- b) Dusting and polishing/brushing of Low high partition, glazed and panelled partitions, glass panes, venetian blinds, door mats, tables, chairs, workstations, conference room, visitors' room, reception area etc.
- c) Acid cleaning and scrubbing of toilets, wash basins, sanitary fittings & mirrors and toilet floors. Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including area at hinges and cistern handles. Restock toiletries, which include liquid hand soap, toilet paper, air freshener and sanitary cubes, hand towels (M-fold/C-fold) and Naphthalene balls in toilets after daily check-ups in the morning, afternoons and on call basis during daytime.
- d) Dusting of Telephone Sets, PC, Printers, Photocopier machines, Fans, Network Equipment.
- e) Pantry Area:

- I. Sink, Khurra, draining boards, platforms, dado, cabinets, coolers, hot case exposed surface shall be cleaned and washed with good quality liquid detergents, soap, air purifier, acids, stain removers, mopping, dusting all as directed (one time daily and also as and when required due to exigencies).
  - II. Fridges, Microwave Oven within the areas should be kept clean inside and out, and defrosted when appropriate.
  - III. Tea/Coffee Machines should be cleaned every day in the morning.
  - IV. Check and clean water dispenser and vending machines functioning every hour.
  - V. Dirty glasses/cups/bottles should be removed immediately from conference/meeting rooms/cabins and workstations.
- f) Removal of waste papers and any garbage and blockage/chocking from the entire area covered under the tender (Two times daily and as and when required).
  - g) Cleaning of baskets, binds and disposing off all the collected refuse at designated site on daily basis (Two times daily and as and when required).
  - h) Conference Room/Meeting Room to be checked on regular intervals/call basis. Water bottles, tea cups, paper plates, crockery etc. be cleared regularly so that the area never looks dirty, tables, cabinets, switchboards, white boards, doors and partitions etc. should be cleaned every day, water bottles to be replenished and kept clean, face tissues, notepads to be arranged.
  - i) Spraying room fresheners/air freshener daily on regular intervals or as required.
  - j) Shifting of furniture and other items from one floor to another or within the floor as and when required by the administration.

**D. Jobs to be carried out Weekly or as required**

- a) Vacuuming, brushing and shampooing of all carpet area, chairs and sofas (Once in a week and as and when required).
- b) Cleaning and dusting of electrical switch boards, light fixtures, fans, air conditioner vents, overhead light fixtures, firefighting equipment, name plates, artefacts, plant boxes, etc.
- c) Thorough Cleaning of Water Dispensers and Water Coolers (once in week and as and when required).
- d) All other works which are listed in daily cleaning section but not mentioned in this section will be attached.

**E.** The bidder has to provide approximately 18 numbers of cleaning manpower and 01 supervisor to maintain the premises as required and to the satisfaction of BRLPS. However, the number of cleaning manpower may be increased/decreased as per the requirement of BRLPS.

**F.** The bidder shall, however, survey the area and make assessment of the manpower requirement on its own to maintain the premises as required by BRLPS. A housekeeping supervisor has to be deployed by the agency who will be single point of contact for BRLPS for all the housekeeping related matters as prescribed in this contract.

## **G. Terms & Conditions**

- 1.** The contract shall commence from the date as mentioned in the signed contract agreement.
- 2.** The period of contract initially shall be for ONE YEAR which may be extended for further years with some additions/deletions/modifications on mutual consent of both the parties in writing. The contract may be curtailed, terminated by BRLPS inter alia owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract and/or as provided under the contract including non-compliance with any relevant labour laws, or change in requirement of the BRLPS or for any other reason as stipulated in the contract to be entered into with successful bidder.
- 3.** The service provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of BRLPS.
- 4.** The service provider shall be bound by the details furnished by them to BRLPS while submitting the tender or at subsequent stage. In case, any of such documents furnished, if found to be false at any stage, it would be deemed to be a break of terms of contract making them liable for legal action besides termination of contract.
- 5.** BRLPS reserve right to terminate the contract at any time after giving one month's notice to the service provider with or without assigning any reason and shall be under no obligation whatsoever to continue the contract.
- 6.** The service provider must employ adult labour only. Employment of child labour will lead to the termination of contract.
- 7.** Service provider shall engage reliable person/s after doing the proper character and police verification and other formalities, impose any conditions as per prevailing labour law for such engagement, take any disciplinary actions against any such person or reward any such person for efficiency at work etc. at its sole costs, risks and responsibilities.
- 8.** Service provider's personnel shall follow and adhere to all procedures and processes as laid down by BRLPS.
- 9.** Working hours:
  - a) All the housekeeping services will be provided for six days a week including on intervening holidays.
  - b) Housekeeping staff deployed by the service provider shall be required to work in for six days in a week from Monday to Saturday from 0800 hours to 1600 hours with half an hour lunch break. Service provide has to arrange the duty of 2-3 staff, so that they may remain on duty till 1900 hours. Housekeeping staff will also be called upon to perform duties on Sunday and Holiday whenever office is functional. No extra charge will be paid for attending the office on such holidays.
  - c) Cleaning activity shall start in the morning at 08.00 PM so as to complete all the dusting/cleaning/moping work before 9.30 AM.
- 10.** For the manpower deployed, the service provider will keep with them, their present and permanent address, educational qualification details (if any), specimen signature and two passport size photographs and furnish this details/information to BRLPS, as and when required. The service provider will provide identity cards to the manpower deployed to work at BRLPS.

- 11.** The personnel deployed by the service provider will maintain office decorum. They will be courteous, polite, cooperative, in good health and character and be able to discharge their responsibilities of housekeeping work. The service provider will verify the character antecedents before deploying any person at BRLPS.
- 12.** The Service Provider will ensure that the services rendered by its deployed personnel are perfectly valid, legal and not in violation of any civil, criminal, labour, municipal or industrial law. BRLPS stands indemnified for any default caused by the bidder in the discharge of housekeeping services. The service provider shall deal with and settle the matters related with working conditions and ensure that no labour disputes/problems are referred to BRLPS or make BRLPS a party to the same. It shall totally indemnify BRLPS and its officials in this regard.
- 13.** The service provider would be under obligation to replace any personnel, whose conduct/performance/health/habit is found to be unsatisfactory, at its own costs, risk and responsibilities, immediately with written intimation to BRLPS.
- 14.** The personnel deployed for housekeeping service will remain available at the place of their duty roster and would report to supervisor posted by the service provider. The supervisor will ensure that tender specified manpower is available at the place of duty all times.
- 15.** If the BRLPS finds that the tender specified manpower is not able to provide satisfactory service, the service provider will have to provide additional hands without any increase in the monthly bill.
- 16.** The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, chewing of pan, smoking, loitering without work. The manpower deployed should always be disciplined, properly dressed and be presentable all the time during duty.
- 17.** Service Provider shall work in liaison with designated BRLPS personnel for smooth execution of the project.
- 18.** The job awarded cannot be sublet/subcontracted to any other third party in any kind of arrangement. If any Service Provider is found to be sub-contracting / sub-letting the awarded work, appropriate legal action will be taken against the service provider that may include recommendation for debarring/blacklisting of agency/company.
- 19.** The BRLPS reserves the right to ask the service provider for replacement of the personnel if the quality of the work is not satisfactory. Bidder is responsible for immediate replacement of such personnel.
- 20.** No price escalation will be entertained during entire project duration except Bihar Minimum Wages (applicable time to time), other statutory payments and GST taxes.
- 21.** The Bidder shall not assign, in whole or in parts, its obligations to perform under the contract to third party.
- 22.** BRLPS reserve the right to verify the validity of bid information, and to reject any bids where the contents appear to be incorrect, inaccurate or inappropriate in the BRLPS estimation.
- 23.** Service provider's personnel may be frisked by the security personnel appointed by BRLPS both while entering and leaving the premises.



## **24. Checklist Maintenance:**

- i.** A checklist has to be maintained for toilets, general cleanliness etc. would be under administration of the supervisor on daily basis. He would sign the checklist after physical inspection of these areas.
- ii.** The service provider will have to maintain an inventory of 100% of all consumable items at all times.
- iii.** The service provider will be responsible for any indiscipline, damage to equipment, proper and third-party liabilities caused by acts on part of its deployed personnel at BRLPS premises for housekeeping services.
- iv.** The serviced provider must provide necessary standard uniform/apron to its housekeeping staff/supervisor with their identify proof displayed. No extra payment shall be claimed from BRLPS for such items.
- v.** In the event of any theft/loss of BRLPS property due to established negligence of the service provider's deployed personnel; the service provider will make good the loss as decided by BRLPS. Decision of BRLPS on the compensation will be final.

## **H. Statutory Requirement**

1. The service provider shall comply with all central, local and state regulations and enactment pertaining to workmen and labour and BRLPS shall have the right to enquire into and decided all complaints on such matters.
2. The service provider shall adhere and pay all contributions, subscriptions, premium, fee and dues to statutory norms as per the law and stipulated by BRLPS and this includes Contract Labour (Regulation and Abolition) Act 1970, Shops and Establishment Act, The Employees Provident Funds and Miscellaneous Act 1952, The Employees State Insurance Act 1948, The Workmen's Compensation Act 1923, The payment of gratuity Act, the payment of Bihar Minimum Wages etc. including modifications as and when updated by the competent authority.
3. BRLPS stands indemnified from any legal or financial issues the bidders may have with its deployed manpower for housekeeping services. BRLPS also stands indemnified for any damages/personal injury/death caused to the deployed manpower in the discharge of service provider contract with BRLPS for housekeeping services.
4. The service provider is fully responsible for obtaining licenses, insurance of employees, transportation, payment of salaries/wages to all concerned in respect of this contract and BRLPS will not be responsible in any manner.
5. BRLPS will provide a space to the service provider from its existing space for storing the equipment, materials during the contract period. The water and electricity will be provided by BRLPS from its existing resources. In case of disruption in supply of water or electricity, service provider will arrange the same at its cost, risks and responsibilities. Cleaning materials and aids to be provided by the service provider at its own cost.
6. BRLPS will provide a space to the service provider from its existing space for storing the equipment, materials during the contract period. The water and electricity will be provided by BRLPS from its existing resources. In case of disruption in supply of water or electricity, service provider will arrange the same at its cost, risks and responsibilities. Cleaning materials and aids to be provided by the service provider at its own cost.

7. The service provider shall disburse the salary to its deployed manpower, inclusive of other allowance.
8. The service provider has to ensure to maintain the adequate number of manpower, scope of work and services and also arrange a pool of standby housekeeping staff/supervisor. In case any housekeeping staff/supervisor is absent from duty, a reliever shall be deployed by service provider in time from an existing pool of housekeeping staff. If the required numbers of workers/supervisor are less, compensation of INR 300/- per absentee per day will be deducted from the bill(s) of the service provider.

The payment against the periodic bill/invoice of the service provider shall be subject to submission of a detailed absentee record of deployed manpower during the relevant period duly certified by the contract manager of the client.

9. Whenever and wherever it is found that the cleanliness is not up to the mark, it will be brought to the notice of service provider's supervisor by BRLPS and if no action is taken within one hour, an appropriate penalty on the recommendation of the contract manager will be payable/recoverable from the service provider to BRLPS as compensation.
10. The housekeeping staff including supervisors must be in proper, full and clean uniform with name plates (badges) at all time during duty hours, failing which an appropriate penalty on the recommendation of the contract manager will be payable/recoverable from the service provider.
11. Any deviation in the material quality and quantity quoted will be subject to compensation payable to BRLPS. For proper maintenance, suitable cleaning material which are environmentally friendly, not harmful to human and government property should be used. If the cleaning material as per contract is not received in BRLPS between 1-10th of every month, an appropriate penalty on the recommendation of the contract manager will be recoverable from the bill of the service provider.
12. Service provider shall ensure that the staff deployed by it does not wander here and there and sit idle in groups during working hours.
13. For all intents and purposes, the service provider shall be the —Employer within the meaning of different Labour Legislations in respect of manpower deployed by it. There shall be no claim by such deployed person of any employment in BRLPS.
14. BRLPS will not be responsible for any financial loss or any injury to any of the staff deployed by service provider in the course of their performing the functions/duties, or for payment towards compensation.
15. BRLPS will not be responsible for any financial loss or any injury to any of the staff deployed by service provider in the course of their performing the functions/duties, or for payment towards compensation.
16. The manpower deployed by the service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of BRLPS during the currency or after expiry of the contract.
17. The service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to BRLPS to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter failing which its payments are liable to be withheld and contract terminated, as may be deemed appropriate.

In respect of the payment of wages, ESI, EPF and other statutory compensations relating to deployed manpower as well as the payment of statutory levies, cess etc. relating to the contracted services, the service provider will be required to present with the periodic bill/invoice, sufficient and appropriate such as copy of duly certified vouchers, periodic wage sheet, system generated challans detailing manpower-wise transfer of EPF, ESI etc., the BRLPS transfer documents thereof etc. to justify that all statutory obligations pertaining to the contracted services are being consistently complied with by the service provider during the entire tenure of the contract.

18. In case, the service provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof BRLPS is put to any loss/obligation, monetary or otherwise, BRLPS will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the service provider, to the extent of the loss or obligation in monetary terms or shall be entitled to recover the same by legal recourse.
19. BRLPS reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage for the smooth and timely provision of services.
20. Any delay or forbearance on the part of BRLPS or any waiver of its right or condonation of any acts, on the part of BRLPS shall not be construed as a waiver of the obligations of the service provider and it shall continue to be liable for all such acts of defaults.
21. Housekeeping Material/Equipment to be provided at BRLPS office premises, residential offices of Chief Executive Officer (BRLPS), Secretary, Rural Development Department and Development Commissioner, Bihar:
  - (i) Floor Duster
  - (ii) Liquid Soap Refills (Dettol/Lifebuoy)
  - (iii) Vim Liquid
  - (iv) Dish Washing Powder
  - (v) Hit Spray (Black & Red)
  - (vi) Room Freshener (machine-based Aroma Liquid spray)
  - (vii) Toilet Cleaning Liquid (Harpik)
  - (viii) Odonil Cubes
  - (ix) Tissue Papers (C-Fold)
  - (x) Toilet Paper Rolls
  - (xi) Toilet Brushes (WC)
  - (xii) Domex/Lizol
  - (xiii) Floor Wiper (Gela/Scotchbrite)
  - (xiv) White Dusters
  - (xv) Yellow Dusters
  - (xvi) Acid
  - (xvii) Soft Brooms
  - (xviii) Phenyl
  - (xix) Colin
  - (xx) Toilet Brush

- (xxi) Hand Brush (Scrubber)
- (xxii) Garbage Bag Big/Small
- (xxiii) Glass Wiper
- (xxiv) Buckets/Baskets
- (xxv) Gloves
- (xxvi) Dust Pans
- (xxvii) Naphthalene Balls
- (xxviii) Scotch Brite Pads
- (xxix) Dust Control Mop
- (xxx) Big Size Dustbin for Garbage Disposal
- (xxxi) Any other material required but not specified in the tender

**NOTE:** Each periodic bill/invoice to be submitted by the service provider must accompany the inventory of materials/equipment used during the concerned period categorized as:

- Consumables and
- Non consumables

If deemed necessary during payment process of periodic bill/invoice, appropriate documentary evidence may be asked for to justify the inventory having been used during the relevant period.

## **I. Manpower**

<b>Designation</b>	<b>Category</b>
Safaikarmi	Unskilled
Supervisor	Supervisory / Clerical

- i. The deployed supervisor by the Service Provider should be able to read and write in Hindi.
- ii. The service provider shall adhere and pay all contributions, subscriptions, premium, fee and dues to statutory norms as per the law and stipulated by BRLPS and this includes Contract Labour (Regulation and Abolition) Act 1970, Shops and Establishment Act, The Employees Provident Funds and Miscellaneous Act 1952, The Employees State Insurance Act 1948, The Workmen's Compensation Act 1923, The payment of gratuity Act, the payment of Bihar Minimum Wages etc. including modifications as and when updated by the competent authority.

**4. ELIGIBILITY CRITERIA (The bidder has to submit all relevant documents / Copies as proof for Qualifying)**

Marking Scheme for Technical Bid evaluation in QCBS:

Sl. No.	Particulars	Maximum Marks
1	<p>The agency should be either registered as a company under Companies Act 1956 or a Partnership (including Limited Liability Partnership) under partnership Act 1932 as the case may be and should be in existence for not less than five years before 31.03.2022 as a company or firm as the case may be. <b>Bids of proprietorship firms or those which are not in existence for at least five years as mentioned above shall not be considered at all.</b></p> <p>(a) Existence from 5-9 years = 05 marks (b) Existence from 10 &amp; Above = 10 marks</p> <p>The Bidder has to upload the relevant documents which shall include:</p> <p>i. the certificate of incorporation issued by the Registrar of Companies; ii. the latest registered partnership deed</p>	10
2	<p>Bidder should have minimum average annual turnover of Rs. 50.00 lakh (<b>exclusively from the housekeeping services/facility management services</b>) during the last three financial years (2019-20, 2020-21 &amp; 2021-22).</p> <p>(a) 50-70 lakh = 15 marks (b) 71-90 lakh = 20 marks (c) Above 90 lakh = 30 marks</p> <p>Bidder should upload photo copy of Turnover certificate issued by the statutory auditor/Chartered Accountant of the organisation. <b>During bid evaluation stage, self-certified financial statements/audit reports/tax return documents for the relevant financial years may be sought for needful clarification/verification of the annual turnover.</b></p>	30
3	<p>Bidder should have provided similar services* to at least two Government Clients/Public Sector Companies/Externally Aided Project during the last five years (2017, 2018, 2019, 2020 &amp; 2021). The duration of service of each of the work order should not be less than 03 years</p> <p><b>Bidder has to upload self-certified photocopy of completion/experience certificates pertaining to the services provided during years of 2017, 2018, 2019, 2020 &amp; 2021.</b></p> <p>During bid evaluation stage, self-certified copy of work</p>	50

	<p>order/contract agreements against which the completion certificate has been uploaded may be sought for needful clarification/verification.</p> <ol style="list-style-type: none"> <li>02 assignments to Government Clients/Public Sector Companies/Externally Aided Project = <b>30 marks</b></li> <li>More than 02 assignments to Government Clients/Public Sector Companies/Externally Aided Project = <b>50 marks</b></li> </ol>	
4	<p>Net worth of the company: Net worth of the company should be positive of 15 lakhs. CA Certificate for Net Worth to be attached.</p> <ol style="list-style-type: none"> <li>15 lakh = 05 marks</li> <li>More than 15 lakh = 10 marks</li> </ol> <p>CA certificate should be uploaded</p>	10
5	<p>The registered office should be located in India and where it is other than Patna (Bihar), a branch office should be in Patna (Bihar).</p> <p>Bidder has to submit self-attested copy of latest Telephone Bill/Electricity Bill/Registered Lease Deed in the name of firm as supporting document for having office in Patna.</p>	It is mandatory to provide supporting document, otherwise prima-facie the bid will not be technically evaluated.
6	<p>Bidder should be registered with appropriate authorities under Employees Provident Fund, Employees State Insurance Acts and labour authorities including under the Contract Labour (Regulation and Abolition Act) for providing services in Bihar.</p> <p>Bidder should upload self-signed &amp; stamped copy of the Employees Provident Fund registration certificate, self-signed &amp; stamped copy of Employees State Insurance registration certificate and self-signed &amp; stamped copy of Labour Licenses under the Contract Labour (Regulation and Abolition) Act 1970 or Labour Licenses under the Contract Labour (Regulation and Abolition) Act 1971.</p>	It is mandatory to provide supporting document, otherwise prima-facie the bid will not be technically evaluated.
7	<p>Bidder must not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of India/State Government/s.</p> <p>A notarized self-declaration should be uploaded in this regard with the technical bid.</p>	It is Mandatory to provide notarized undertaking, otherwise prima-facie the bid will not be technically evaluated.
Total Technical Points		100

\* Similar experience: Experience in providing Housekeeping & Facility Management Services.

## **5. PAYMENT TERMS**

5.01 Payment shall be released on monthly submission of bill along with the challan/s of ESI, EPF etc. (separate challan/s are to be filled for BRLPS) after due certification of attendance from SPMU. Document towards PAN issued by the income tax department, must be submitted by the contractor before release of payment. Statutory deductions shall be made at source as per rules.

5.02 **Availability of Manpower:** The project is highly man power intensive and availability of supervisory level manpower and other manpower must be ensured by the service provider at all the required locations.

## **6. SIGNING OF CONTRACT**

Submission of Performance Bank Guarantee (PBG) to the BRLPS shall be done by the bidder within 10 (ten) working days after notification of the award (LoI). Contract will be signed with the successful bidder within a week after submission of Performance Bank Guarantee. The Performance Bank Guarantee (PBG) may be verified from the issuing Bank.

## **7. CONTRACT AMENDMENTS**

Subject to condition of contract no variation in or modification of the terms of the contract shall be made except by amendment signed by both the parties.

## **8. TERMINATION**

The BRLPS may, without prejudice to any other remedy, by written notice of termination sent to the Service provider, terminate the contract, in whole or part, without any liability to the BRLPS whatsoever, if: -

- a) The Bidder fails to deliver any or all of the services within the periods specified in the contract, or within any extension thereof granted by the BRLPS pursuant to conditions of contract or if the Bidder fails to perform any other obligations under the contract;
- b) The Bidder becomes bankrupt or otherwise insolvent. In any of the above event termination will be without compensation to the Bidder, and that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the BRLPS.
- c) For termination of the contract, either party should give minimum two

months' prior written notice.

## **9. NON-DISCLOSURE AGREEMENT**

- 9.01 The bidder (and his employees) shall not disclose any part or whole of this RFP document, of the proposal and/or any specification, plan, drawing, pattern, sample or information furnished by BRLPS (including the users) in connection therewith to any person other than a person employed by the bidder in the performance of the proposal and/or contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance. The employees or the third party such as security personnel, etc. engaged by the bidder will maintain strict confidentiality.
- 9.02 The bidder, his / her employees and agents shall not make any use of any document or information given by user except for the purposes of performing the contract award.
- 9.03 In case of any breach, the BRLPS shall take such legal action as may be required.

## **10. FORCE MAJEURE**

- 10.01 For purpose of this clause, Force majeure means an event beyond the control of the service provider not involving the service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 10.02 If a Force majeure situation arises, the service provider shall promptly notify the BRLPS in writing of such conditions and the cause thereof. Unless otherwise directed by the BRLPS in writing, the supplier/Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force majeure event.

## **11. TERMINATION FOR INSOLVENCY**

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

## **12. RESOLUTION OF DISPUTES AND ARBITRATION**

- 12.01 The Purchaser and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the



contract.

If, after ninety (90) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. For any such arbitration, a single arbitrator may be appointed with mutual consent of both the parties. The decision of sole arbitrator shall be acceptable to both the parties.

If any of the party is unsatisfied with the decision of sole arbitrator, they may give notice to the other party of its intention to commence arbitration as per Indian Arbitration and Conciliation Act, 1996. The arbitration proceedings shall take place in Patna, Bihar and English/Hindi shall be the language for Arbitration Proceedings.

12.02 Any kind of legal matter will be in Patna jurisdiction only.

### 13. SERVICE LEVEL AGREEMENT

Sl. No.	Activity	Required Service Level	Penalty on Breach of Service Level
01	Cleanliness	Whenever and wherever it is found that the cleanliness is not up to the mark, it will be brought to the notice of service provider's supervisor by BRLPS and if no action is taken within one hour, an appropriate penalty on the recommendation of the contract manager will be payable/recoverable from the service provider to BRLPS as compensation.	Rs. 100/- per instance which will be deducted from the monthly bill.
02	House-keeping Staff	The housekeeping staff including supervisors must be in proper, full and clean uniform with name plates (badges) at all time during duty hours, failing which an appropriate penalty will be payable/recoverable from the service provider.	Warning with penalty of Rs. 100/- per warning which will be deducted from the monthly bill.
03	Cleaning Material Quality	Any deviation in the material quality and quantity quoted will be subject to compensation payable to BRLPS. For proper maintenance, suitable cleaning material which are environmentally friendly, not harmful to human and government property should be used. If the cleaning material as per contract is not received in BRLPS between 1-10th of every month, an appropriate penalty on the recommendation of the contract manager will be recoverable from the bill of the service provider.	Warning with penalty of Rs. 100/- per instance which will be deducted from the monthly bill.
04	Service	The service provider shall start the work from the date mentioned in the contract agreement.	At the rate of Rs. 100.00 per day till the start of service. On further delay, amount of performance security may be forfeited.

## **Undertaking**

(To be submitted along with Eligibility Bid on a legally valid stamp paper of minimum Rs.1000/- (one thousand) denomination)

We, the undersigned hereby give our unconditional acceptance to all the Clauses of Request for proposal against the Tender no. BRLPS/Proc/219/18/98449/08 dated 01<sup>st</sup> December 2022.

We unconditionally agree that BRLPS has all the rights to evaluate the bids and the decision taken by the BRLPS will be final and binding on us.

We agree that BRLPS reserves the right to cancel the order without any liability to the BRLPS if the progress is not satisfactory in terms of quality, quantity and time. In such a case, the BRLPS reserves the right to award the contract to any other Bidder to complete the work.

Further, we unconditionally agree that in the event of our deviation from the tender conditions during the execution of the assignment which results in project delays or affects the quality of the output, BRLPS can terminate the contract without assigning any reasons and we will not lodge any claims on BRLPS for any liabilities.

For the Bidder's Firm

(Authorized Signatory with Name and Stamp)

**Format of Performance Bank Guarantee (PBG)**

In consideration of M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_ (herein after called the Principal), on the first part and M/s. \_\_\_\_\_ of \_\_\_\_\_ (herein after referred to as Bidder) on the second part, having agreed to accept a sum of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) in the form of Performance Bank Guarantee towards Agreement for the request for proposal for procurement of \_\_\_\_\_ we \_\_\_\_\_ (Name of The Bank), hereinafter referred to as the Bank), do hereby undertake to pay to the Principal on demand within 3 (three) working days without any demur and without seeking any reasons whatsoever, an amount \_\_\_\_\_ not exceeding \_\_\_\_\_ (Rupees \_\_\_\_\_) and the guarantee will remain valid up to \_\_\_\_\_ (18 months after the signing of the contract, i.e., \_\_\_\_\_ (date). The Performance Bank Guarantee shall be extended from time to time as required by the Principal. We undertake not to revoke this guarantee during this period expect with the previous consent of the Principal in writing and we further agree that our liability under the Guarantee shall not be discharged by any variation in the term of the commercial offer. No interest shall be payable by the Principal to the Bidder(s) on the guarantee for the period of its currency. Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2021

For the bank of \_\_\_\_\_  
(Agent/Manager)

For Bidder's firm

(authorized Signatory with name and stamp)

## Contract Agreement

This CONTRACT named “.....” (hereinafter called the “Contract”) is made on the ..... day of the month of....., 2022, between, on the one hand, Bihar Rural Livelihoods Promotion Society (BRLPS) (hereinafter called the “Purchaser”) and, on the other hand, .(herein-after called the “Service providers”).

### WHEREAS

- (a) The Purchaser has requested the Service Provider to provide “.....”(herein called the Services);
- (b) the Service provider, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this contract at a contract price of Rs..... ;
- (d) from Purchaser side Mr./Ms. ....,has been assigned to administer the assignment and to provide the Service Provider with all relevant information needed to carry out the assignment;
- (e) from Service provider side Mr./Ms.....has been assigned to administer the assignment and to provide all relevant information regarding the assignment to the Purchaser.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) Letter of Intent
  - (b) RFP/NIT no. BRLPS/Proc/219/18/98449/08 dated 01<sup>st</sup> December 2022 and corrigendum/addendum issued from time to time
  - (c) Financial Bid submitted by Service Provider
  - (d) Queries and Clarifications

2. The mutual rights and obligations of the Purchaser and the Service Provider shall be as set forth in the Contract, in particular:
- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Purchaser shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the ..... day of ..... month of 2021 first above written.

For and on behalf of  
Service Provider

For and on behalf of  
Bihar Rural Livelihoods Promotion Society

Name:  
Designation:

Name:  
Designation: