

**BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY  
UDYOG BHAWAN, GANDHI MAIDAN, PATNA**

**ONLINE REQUEST FOR PROPOSAL  
FOR  
PROVISION OF SECURITY GUARDS  
AT HEAD OFFICE/REGIONAL OFFICES/ INDUSTRIAL AREAS  
OF BIADA**

## LIST OF ABBREVIATIONS

BIADA	Bihar Industrial Area Development Authority
MD	Managing Director
ED	An officer of the Authority who is appointed as such by the Authority;
Head Office	The office of the Authority situated at Udyog Bhawan, Gandhi Maidan, Patna, Bihar
SG	Security Guards
Authority	Assigned to it by or under the BIADA Act, 1974;
NOC	No Objection Certificate
REP	Request for Proposal
SPOC	Single Point of Contact

F.No.87/HK/2017- Security  
**Bihar Industrial Area Development Authority**  
**Udyog Bhawan,Gandhi Maidan, Patna**

**NOTICE INVITING BID**

ONLINE NOTICE INVITING FOR ENGAGEMENT OF PRIVATE SECURITY AGENCIES FOR  
PROVIDING ROUND THE CLOCK SECURITY GUARDS  
AT HEAD OFFICE/REGIONAL OFFICES/ INDUSTRIAL AREAS  
OF BIADA

Manual bids shall not be accepted.

**CRITICAL DATE SHEET**

ePublication Date	12.09.2017	11:30 AM
Bid Document Download/sale Start Date	12.09.2017 to 30.09.2017	03:00 AM
Bid Submission Start Date	13.09.2017	12:00 PM
Bid Submission End Date	04.10.2017	03:00 PM
Technical Bid Opening Date	06.10.2017	11:00 AM

**FEE**

Tender Fee to BSEDC (online payment)	Rs. 1150.00
BIADA Non refundable Fee (Demand Draft)	Rs. 10000.00

Dear Sir,

1. The Bihar Industrial Area Development Authority Invites Online Bids in the Prescribed form under the CQCCBS (Combined Quality Cum Cost Based Selection) method/system comprising of Two Bid system Technical Bid and Financial Bid for the engagement of Security Guards (both Armed and Unarmed) from interested Eligible Bidders for Engagement of Private Security Agencies for Providing round the clock security guards (armed & unarmed), Circles falling under respective region all over Bihar for the various provision of security guards at Head Office/Regional Offices/ Industrial Areas of BIADA for a period up to One year and further extendable upto one year, with the possibility of increase or decrease in the manpower requirement to the discretion of the Authority with a prior intimation of 7 days .
2. The system of e-tendering shall be adopted, comprising of Technical Bid and the Financial Bid.  
**Document Download: Tender documents may be downloaded from Official website <https://biadabihar.in> as per the schedule as given in CRITICAL DATE SHEET.**  
Technical Bid should, inter alia, contain all technical details of services and solutions to be provided along with such documentary proofs. Financial Bid should, inter alia, indicates items wise price and other commercial / financial terms against the items mentioned in the Technical Bid.
3. CQCCBs system entails awarding of scores for the stipulated parameters which, inter alia, includes qualification and experience of the Bidder and their manpower resources at the Technical Evaluation stage, followed by opening of the Financial Bid of those Bidders who qualify in the Technical Bid and the final award shall be determined based on the combined weightage given to the scores obtained both in Technical and Financial Bids. The score obtained in the Technical Bid shall be given 75% (seventy five percent) weightage and the score obtained in the Financial Bid shall be given 25% (twenty five percent) weightage in the selection process. The participating Bidder obtaining the highest combined score shall be the successful Bidder liable to be awarded the works contract. Other Criteria for Bid Evaluation is given in the Bid Documents under having 'Bid Evaluation Criteria'.
4. The Bid Document/Notice Inviting Bid and other detailed terms & conditions are available at the website <https://biadabihar.in>
5. Bid submission:  
Applicants/intending or interested Bidder are invited to submit their online proposal after carefully reading the Request for Proposal (RFP) by providing (a) Technical Bid, and (b) Financial Bid, separately, clearly mentioning (i) 'Technical Proposal', and (ii) 'Financial proposal' respectively. Such proposals are to be submitted online within the stipulated date and time as mentioned in the Bid document **as given in CRITICAL DATE SHEET.**  
**Bids shall be submitted online only at website <https://eproc.bihar.gov.in>.**  
**Tenderer /Contractor are advised to follow the instructions "Instructions to Bidder for Online Bid Submission" Provided in the Annexure" "for online submission of Bids.**  
Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned documents.

**EMD:**

**The hard copy of original instruments in respect of cost of earnest money must be delivered to the Managing Director, Bihar Industrial Area Development Authority on or before Bid opening date/time as mentioned in critical date sheet. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD, etc., against the submitted Bid.**

6. **The EMD must be submitted separately to the tune of Rs.15,00,000/-**

7. Proposals shall be treated as non-responsive and will be liable to be summarily rejected if the interested Bidder do not submit all supporting and requisite documents or do not furnish relevant details as per the prescribed format/requirements.

8. Bidders are advised to follow the instructions provided in the 'Instructions to the Bidder' for the submission of the Bid.

9. The validity of the offer shall be 120 day from opening of the Technical Bid.

The transfer or assignment of the "Request for proposal" is not permissible. The Successful Bidder shall not be entitled to transfer the benefits of the contract to any others Bidder for execution of the works contract, without the previous express sanction or previous permission in writing of the MD, BIADA.

Bihar Industrial Area Development Authority reserves the right to call for the detailed presentations or the like form the Bidders in support of their Bids.

10. No Bidder shall be eligible to Bid unless such Bidder holds the necessary and applicable PSARA License under the PSARA Act, 2005, and a Bid shall be liable to be rejected summarily for non-fulfillment of such condition in respect of a territory where the Bidder does not possess valid PSARA License. Bihar Industrial Area Development Authority reserves the right to reject any or all the Bids and/or cancel the Bid enquiry at any stage without assigning any reason whatsoever.

11. No Bidder shall be eligible to participate in the bidding process unless such bidder had turnover of not less than 25 crores(Group of companies) in last preceding three years.

Authorized Signatory  
Bihar Industrial Area Development Authority

**Submission of Tender**

The tender shall be submitted online in two part, viz., technical Bid and price Bid. All the pages of Bid being submitted must be signed and sequentially numbered by the Bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email shall not be considered. No. correspondence will be entertained in this matter. Address for communication, are as given below :-

**Contact Details :**

Contact person	Mr. Kundan Kumar (Incharge Housekeeping)
Address for communication	e-mail- <a href="mailto:ed.dbg-bih@gov.in">ed.dbg-bih@gov.in</a>

## BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY

Bihar Industrial Area Development Authority (BIADA) is a Government of Bihar Undertaking which has been established to augment and facilitate Industrial development in the State of Bihar by providing land, amenities and supervision of the Industrial premises. The whole of the Authority encompasses following Regions which includes several Industrial Areas spanning whole of Bihar.

**Patna Region** Patliputra, Fatuha, Biharsharif, Nawada, Gaya, Aurangabad, Barun, Dehri-on-Sone, Bikramganj, Buxar, Jehanabad, Bihiya, Gidha, Bihta, Kopakala, IA/EPIP – Hajipur & Barauni.

**Muzaffarpur Region** Muzaffarpur, Siwan, Betiah, Kumarbagh, Ramnagar, Raxaul & Sitamarhi.

**Darbhanga Region** Donar, Bela, Dharampur, Pandaul, Jhanjharpur, Samastipur, Saharsa, Murliganj & Udakisanganj.

**Bhagalpur Region** Barari Bhagalpur, Kahalgaon (G.C), Kishanganj (Bhediadangi), Kishanganj (Khagra), Forbesganj, Purnea City, Maranga (G.C Purnea), Katihar, Sitakund, Munger, Jamalpur & Lakhisarai.

As part of the Bid process, Authority is releasing this RFP to receive responses from eligible Bidders, to evaluate the Bids and select the most appropriate implementing Bidder for providing security guards for the purpose of security & safety.

## **ORGANISATION STRUCTURE OF AUTHORITY**

Authority is divided into 4 Regional Offices which includes 55 Industrial Areas spanning whole of Bihar.

### **Department of Industry**

Authority HQ

Regional Offices  
(Patna, Muzaffarpur, Bhagalpur and Darbhanga)

(Industrial Areas)

### **OBJECTIVE**

Engagement of Bidder/Company for providing round the clock private security agencies for providing round the clock security guards at Head Office/Regional Offices/ Industrial Areas of Authority.

### **SCOPE OF WORK**

The Security Personnel/Guards of the successful Bidder must fulfill the following responsibilities:

1. Prevention of damage/theft from the Industrial Area and/or part thereof and regulation of entry/exit of visitors, etc.
2. To Perform watch and ward duties at such Industrial Areas or part thereof or at such offices at such hours and such time as may be fixed and allocated.
3. Exercising strict vigilance for protecting the Industrial Area and allied places of Authority from damage, defacement and destruction.
4. To keep the premises of the Industrial Area of the part of Authority under their charge/duty or the office to which they are attached and to supervise neatness, cleanliness and Industrial Property, under the instructions of the Area Manager.
5. To report loss or damage to the Property of Authority immediately to his superior officer as per instructions.
6. To safeguard the Industrial Areas etc.
7. Protecting the assets within the Industrial Area and other establishments of Authority from theft and pilferage.
8. Ensuring proper and orderly flow of visitors, vehicles and preventing unauthorized entry in the Industrial Area and other establishments of the Authority.



9. Reporting of encroachments or any illegal construction in or around the Industrial Area and other establishments of the Authority.
10. Round of clock patrolling of the assigned duty area in Industrial Area and other establishments of Authority.
11. Carrying out such other specified tasks as laid down in the Standing Orders to be prepared by successful Bidder and to be approved by Authority and its respective officers in respect of the Industrial Area and other establishments of Authority.
12. To ensure and report on Serviceability of all Fire Fighting Equipment and Security Lights.
13. To ensure and report on serviceability of communications and electrical systems/installations regarding their operational and functional status on regular basis. SITREP (Situation Report) to be sent at designated timings to the Security Control Room. Loss/event information reporting system.
14. To made available First-Aid materials at the designated places at all times.
15. Security Supervisor to ensure all the guards knows the action to be taken under various security and fire contingencies.
16. Security Supervisor to list out important telephone numbers of concerned departments and officials to be contracted in the event of any need /crisis.
17. Security Supervisor will assist Area Manager in lodging of FIR and keeping close liaison with the local police and administration for further follow up.
18. Security Supervisor to ensure Control-room to function round the clock to maintain regular SITREP (Situation Report) from time to time.
19. Security Supervisor will collect and intimate important telephone number and address of nearest police station, fire, office, District Magistrate to the Head Office.
20. Security Guards of security agency will perform duties under the administrative control of the respective Site in-charge, through their security Supervisor.
21. Site in-charge shall chart-out the duty places, shift timings and nature of security duty for all the outsourced security guards and shall monitor their duties, through the security Supervisor, The Successful Bidder Shall be duty bound to provide 24x7x365 security services as per the requirements of Authority and such condition may be factored in the bids of the intending bidders. Cost of all security Personnel including the security Supervisor is to be included in the Bids.
22. The Security Supervisor of the security agency shall frequently visit the deployment places under his jurisdiction and interact with the AUTHORITY Site in-charge on a regular Authorities. He shall ensure availability of Trained Security Personnel, their proper turn-out, and attendance and other related matters, including that of duty performances so that the services are not less than satisfactory.
23. Security Supervisor shall attend to the complaints, if any, to ensure they are recorded and complied with accordingly.
24. Security Supervisor shall ensure timely submission of routine reports and attendance records as being recorded in his Control Room, to confirm satisfactory functioning of the security guards at their respective places of duty spots/areas.

25. Security Supervisor shall check from time to time routine upkeep and maintenance of all security – related gadgets (if any), including Fire-Fighting Equipment serviceability is ensured as per service schedules.
26. Security Supervisor shall ensure patrolling teams maintain desired vigil, following designated and situation warranted routes.
27. Security Supervisor shall be available for meeting as and when called for by the relevant Authority.

## **PERIOD OF CONTRACT**

Unless terminated earlier or otherwise provided in the Bid document and/or the works contract, the contract shall be valid for a period of 1 (one) year further extendable for one more year at the discretion of the Authority from the date of commencement of services and will expire at the end of the stipulated period, The M.D. BIADA reserves the right to terminate the contract at any time during its tenure without assigning any reason thereof by giving 60(sixty) days. Notice in writing to the successful Bidder at its last known address without assigning any reason for such termination. The decision of the Managing Director under this clause shall be final, conclusive and binding on the Bidder(s) and shall not be liable for challenge in any court of law in India, except in accordance with the terms and conditions of the works contract. On successful completion of the tenure of one year. The contract may be renewed for a further period of 12 months (at one time) only after obtaining due consent or permission, in writing, of the M.D.BIADA.

### **CONDITION :**

- The Personnel of the successful Bidder shall always wear proper uniform including winter and rainy season kit and carry proper I-card at all times.
- The successful Bidder shall ensure regular rotation of personnel deployed under the contract.
- The personnel of the successful Bidder shall comprise of both armed and unarmed guards as per requirement specified in SCHEDULE III.
- The personnel of the successful Bidder must carry photo identity card at the cost of the Bidder.
- The personnel shall not misbehave/create ruckus or create any kind of unrest in the establishment of the Authority.
- The Bidder will have to adhere by the provisions of all applicable statutes including labour, taxation and other laws applicable to its establishment during the period of its engagement and/or the currency of the works contract and shall be solely responsible and accountable for breach or violation of any of the provisions of any applicable Act, Rules, Regulation, Notification, Circulars issued from time to time by the respective State Government as the case may be.

## **CONFIDENTIALITY OF THE ASSIGNMENT:**

- The successful Bidder shall ensure that its personnel do not at any time divulge/make known, any information or other matter relating to the affairs/activities of Authority in any manner whatsoever.

## **OTHER TERMS**

- The successful Bidder shall ensure that all its personnel deployed in Authority locations are trained, physically fit and mentally alert. The minimum age of security guards shall not be less than 18 years. While maximum age shall not be more than 45 years in order to ensure agility and alertness of the personnel/guard.
- The successful Bidder shall ensure that all its personnel are properly trained to carry out their duties to the satisfaction of Authority. The Bidder shall deploy trained manpower only for Authority assignment. The manpower to be deployed by the successful Bidder shall be adequately trained as armed security guards.
- The successful Bidder shall provide a complete list of personnel to be deployed by its and also certify that all the personnel deployed bear good moral character and have no criminal record. Police verification of each of the successful Bidder's personnel engaged at Authority to be submitted before deployment and regular rotation of such personnel should be resorted to.
- In case of negligence, dereliction of duty, disorderly behavior, other misconduct etc. by personnel of the bidder, the Bidder will take proper disciplinary action against such personnel and such personnel shall be removed from the premises of Authority in accordance with law due to such negligence on the part of security guards/personnel of the Bidder.
- The Bidder shall ensure statutory payment of wages to its personnel well in time irrespective of whether the payment is received by it from Authority or not and produce a certificate of this payment to this effect.
- The Bidder shall at all times throughout the tenure of the contract provide requisite number of personnel backup.
- The Bidder shall perform and carry out their obligations under the contract with all due diligence, efficiency, and economy in accordance with generally accepted professional practices.
- In the event of vandalism, encroachment or law and order problems, the agency will be fully responsible for controlling or handling such incidents. It will be obligatory for the security services agency to bear the deployment of additional manpower during the period of such crises as the situation warrants
- The Bidders shall include and submit, along with their Technical Bid, relevant information and documents as proof of trained manpower sufficiently trained and

trained with arms, as the case may be, for maintenance of security at the Authority establishments.

- The Bidders shall, along with their Technical Bid, submit documentary proof of having in-house training facility/establishment of their manpower. Documentary proof should inter alia include relevant Licenses/Certificates, Photographs of the Training Centre, Copies of training certificates issued in the last one year, documentary proof. All training centers should be licensed/ registered as per PSARA Act or Ministry of Labour & Employment. Authority reserves the right to be physically inspect and verify such training facility of Bidders. In house training facility shall means such training facilities as are owned, operated and managed by the Bidder itself not in affiliation of shared arrangement with any other agency or organization. The bidders who fail to produce the aforesaid documentary proof would be liable to be rejected without assigning any reason and no claim whatsoever shall be entertained by the Authority.
- The successful Bidder shall carry out, at all times, services assigned or entrusted to him/them by the Authority or officer acting on his behalf and shall adhere by all instructions issued to him/them from time to time by the said officer. They shall render the services to the satisfaction of the Authority or any officer acting on his behalf together with ancillary and incidental duties, services and operations as may be directed by the said officer(s) and which are not inconsistent with the terms & Conditions of the contract. The Bidder shall always be bound to act with responsibility, diligence and in a businesslike/professional manner and to use such skill as expected of trained personnel and with prudence in the conduct of their activities. Any failure to comply the terms shall lead to terminature of the contract with the forfeiture of the security deposit.
- The successful Bidder shall inform the Authority or officers authorized to act on his behalf, the name of one or more responsible representatives (s) authorized to act on their behalf for each Regional offices where the Industrial Areas's/offices/Growth Centers are located in day to day working and it shall be duty of each of the representatives to generally remain in touch or communication with Authority. For reporting the progress and generally to take instruction in all matters.

## **INSTRUCTIONS TO BIDDERS**

1. Authority is inviting interested/prospective Bidders to submit their proposal for providing security guards and their services at various sites and locations of Authority across Bihar region wise. The Proposal will be for the contract negotiations and ultimately for a signed Contract with the selected/successful Bidder after the evaluation of Bids. Such contract shall inter alia include the terms and conditions specified herein.
2. Bidders should familiarize themselves with local conditions and geographical area and take them into the account while preparing their proposals. The Bidders are encouraged to visit Authority (Region wise) before submitting the proposal and in case of any confusion, the Bidder are also encouraged to meet the representative of Authority as aforementioned.
3. Bidders must submit a copy of tender acceptance letter duly signed and stamped on company letter head by Authorized signatory to ensure that the Bidder has read, understood, and complied with the requirements of the Bid document. And, as a token of acceptance of the terms and conditions stipulated in the RFP..(Annexure-1) wherever applicable, the Bidder should provide the necessary resolution of power of attorney authorizing such signatory being a principal officer of the Bidder.(Annexure-2)
4. Bidders shall bear all costs associated with the preparation and submission of their proposal, contract signing and negotiation. Authority is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to awarding of Contract, without thereby incurring any liability to the successful Bidder and without assigning any reason thereof.
5. Any Response which does not follow the instructions and guidelines given in this RFP is liable to be rejected without assigning any reason to the Bidder.
6. The Proposal as well as all related correspondence exchanged between the Bidder and the Authority shall be written in the English language, unless specified otherwise.
7. Incomplete or Late Responses are liable for rejection.
8. Authority reserves the right for selection of full or part services proposed by the Bidder.
9. Any Deviation should be clearly spelt out by the Bidder in the deviation sheet separately. Deviations not indicated in the 'Deviation sheet' shall be deemed to have been agreed and shall not be open to challenge. The decision of the Authority shall be final in this regard.
10. The successful Bidder shall ensure that it meets the entire regulatory compliances as well as legal formalities (including but not limited to those mentioned in RFP document and Appendices) as are statutorily mandatory for providing the required services.
11. Unauthorized contact with other Authority officials may result in disqualification. Any oral communications shall be considered unofficial and is not binding on Authority. Bidder shall rely only on written instructions issued by the authorized officer of Authority.
12. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared as non responsive.
13. At any time before the submission of proposals, the Authority may amend the RFP by issuing an addendum online.

14. Authority requires that the Bidders provide professional and impartial service and at all times hold the Authority's interests paramount and strictly avoid conflict with other Assignment/jobs or their own corporate interests and act without any consideration for future work.
15. Bidders shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interests of Authority, or that may reasonably be perceived as having this effect, Any such disclosure shall be made separately by way of a letter addressed to Secretary, BIADA. If the Bidder fails to disclose any such situation and if Authority comes to know about the same at any point of time at any stage, it shall lead to disqualification of the Bidder during Bidding process or the termination of its Contract during execution of assignment.
16. Each Bidder shall submit one proposal .
17. It must be noted by all prospective Bidders that the present Notice inviting Bids (NIB) is based on Combined Quality-cum-Cost based Selection (CQCCBS). The CQCCBS system is, inter alia, explained in Instructions to Bidders/Bid evaluation criteria.
18. The Bidder shall fully familiarize themselves about the applicable taxes/rebates etc. on them on amount payable by the successful Bidder to its security guards/work force under the Contracts. All such taxes must be included by the Bidder in the financial proposal.
19. Bidder shall express the price of its services in Indian Rupees.
20. Interested bidder bidding for more than one Region need to submit their proposal separately (Region wise).

**Brief Description of Selection Process under the CQBCCS method or system:**

The Authority intends to select a Bidder through an open competitive Bidding process involving evaluation of Technical and Financial Offers/Bids (collectively the "**Selection Process**"). The Authority shall adopt a tender evaluation process as described here in below. The final selection of the successful Bidder shall be based on their Technical Offers meeting a minimum Quality standard. The financial Offers of only the short-listed Bidders shall be opened. The final selection shall be based on the highest combined score obtained by a Bidder in technical Bid and the Financial Bid. Final award shall be determined based on combined weightage given to the score obtained in the Financial Bids. The score obtained in Technical Bid shall be given 75% (seventy five percent) weightage and the score obtained in Financial Bid shall be given 25% (twenty five percent) weightage in the selection process. The qualifying percentage in the technical and the financial Bid shall be 75% each.

The Bidder obtaining the highest combined score shall be successful Bidder. However, in case of a tie between two or more Bidders in combined score in the Technical and Financial Bids, the bidder securing a highest score in Technical Bid shall be given primacy.

**21. Award of Contract**

- After ascertaining the combined score of the Technical and Financial Bid Authority shall issue a Letter of Intent to the selected Bidder/s.

- The successful Bidder will sign the contract after fulfilling all the formalities/conditions/terms and conditions/ special conditions mentioned in the contract within 7 days of issuance of the letter of intent.

## 22. Confidentiality

Information relating to evaluation of Proposal and recommendations concerning awards shall not be disclosed to the Bidder who submitted the Proposal or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Bidder of confidential information related to the Authority's anti-fraud and corruption policy.

23. The Bidder (s) are advised to go through the existing legal provisions of the Acts related to dealing with security guards and personnel. The Bidder shall be deemed to have full knowledge of existing provisions of law as well as the existing acts/laws applicable to various states and/or laws as applicable under central government legislation and the rules framed there under, such as ESI Act, PSARA etc.
24. The Bidder shall always be responsible for the payment of statutory dues and for compliance of all statutory obligation under the labour laws and such other laws or orders as issued by the Government of India and/or the State Governments from time to time concerning legal obligations towards PF, ESI, Bonus, Gratuity, leave and the like to the employees.
25. Submission of the proposal by the Bidder implies and it shall be deemed that he has read the letter of invitations, instruction's to Bidders, scope of work and all the contract documents and has made himself aware of the scope of work and schedule of services to be delivered and impliedly agrees to the terms of the present Bid system.
26. The Authority shall not be reimburse the cost of visit and collecting relevant data or documentation expenses or any other such expenses. The Bidder shall bear all costs associated with the repression and submission of the proposal and Bihar Industrial Area Development Authority shall, in no case, be responsible or liable for such costs regardless of the conduct or the outcome of the process of selection of the Bidder for award of services.
27. Bidder may carefully note that they are liable to be disqualified any time during process of selection for award of services in case any of the information furnished by them is not found to be true or is found to be incorrect. The decision of Managing Director, Bihar Industrial Area Development Authority (BIADA) in this respect shall be final and binding.
28. All the pages of Technical and Financial proposals submitted by Bidder shall be signed and stamped by the Bidder or his respecting holding valid Authority whether by ways of duly executed and legally valid Power of Attorney or Board resolution or otherwise, in accordance with law.
29. The Bidder shall ensure that there is no discrepancy in the details given in Technical or Financial Proposal. In case of any discrepancy, Authority holds the full right to draw the final conclusion in the reasonable discretion without any further reference and any decision based on such conclusion shall be final and binding. This is without prejudice to the other terms and conditions of the RFP.



30. While filling up the rates in the financial proposal, the bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case any discrepancy, the rate mentioned in the words shall be taken as final and binding.
31. Proposals received after the stipulated date and time are liable to be rejected and returned unopened to the respective party. Proposals received after the opening of the proposals, shall be rejected and returned unopened to the Bidder.
32. No Request for proposal can be withdrawn after submission and during the validity period of the request for proposal can be withdrawn after submission and during the validity period of the request for proposal. Any application for withdrawal shall result in forfeiture of Bid processing fee and/or earnest money deposit, as the case may be.
33. Canvassing whether directly or indirectly, in connection with proposals is strictly prohibited and the proposals submitted by the Bidder who resort to canvassing will be liable to rejection.
34. The Authority does not bind itself to accept the Bidder with highest marks or any others proposal and the Authority, reserves the right and/or Authority to reject any or all the proposals received without assigning any reason. All proposals in which any of the prescribed conditions are not fulfilled or any condition is put forth by the Bidder shall be summarily rejected.
35. No. officer of any rank of the Authority is all owed to work or provide consultancy or any kind of services to the successful Bidder or its employees for a period of two years after his retirement/resignation from the service of the Authority without the prior permission of the Authority.
36. Authority shall notify the successful Bidder in writing by a Registered Letter/Courier/Speed Post or bearer or email, as the case may be, that its proposal has been accepted.
37. Letter of Acceptance after it is signed by the Bidder in token of his acceptance shall constitute a legal and binding contract between Authority and the Bidder till such time the contract/agreement is signed.
38. In case appropriate or relevant column or space is not available in the Bid document for furnishing required information or annexure, a separate sheet for such information may be attached. Similarly, as annexure in support of the requisite information provided may be attached separately, duly indexed.

**GOVERNMENT OF BIHAR**

**BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY**

**1<sup>ST</sup> FLOOR, UDHYOG BHAWAN, EAST OF GANDHI MAIDAN, PATNA-800004**

BID No. e-tender/01/BIADA/17

Dated.....

**Sub : TECHNICAL BID DOCUMENTS FOR SELECTION OF PRIVATE SECURITY AGENCIES TO PROVIDE THE SECURITY GUARDS AT HEAD OFFICE/REGIONAL OFFICE/BRANCH OFFICE AND OTHER ESTABLISHMENTS OF BIADA.**

Dear Sir(s),

Online Technical Bids are invited from Bidders for providing security guards (both armed and unarmed) and other allied services which meet the terms, conditions and criteria given below at various offices, Industrial areas. Under the Jurisdiction of the Bihar Industrial Area Development Authority on the company's printed letterhead. The actual requirement may vary which will be at the discretion of the Managing Director, Bihar Industrial Area Development Authority and the successful Bidder shall be obliged to provide such difference in the manpower requirement.

This document constitutes the Request for Proposal (RFP) for selection of Bidder by Bihar Industrial Area Development Authority (BIADA). This RFP has been prepared to invite Bidders to submit their proposals to implement and provide manpower services for security guards for all the BIADA offices across Bihar.

Information used for the preparation of this RFP has been made available from relevant and published sources of information, Nonetheless, Bidders are required to make informed evaluation and decision based on their judgment.

This RFP document contains the entire information that constitutes the requirement as proposed by Authority for Bidders to submit their proposals.

(Authorized Signatory)

(Bihar Industrial Area development Authority)

**ELIGIBILITY CRITERIA & BIDDER'S PROFILE:**

The Bidder must fulfill the following criteria and should attach the attested copies of the documents in proof thereof to the satisfaction of the Authority, failing which the offer is liable to be summarily rejected. All Directors/Promoters/Owner/Partners of the Bidder shall be Indian citizens.

**The Bidder must provide the following mandatory information for evaluation of their capacities:**

Sl.No.	Particulars	
1.	Bidder Details	
a)	Name of the Bidder:	
b)	Address of Registered Offices:	
c)	Website:	
d)	E-mail ID:	
e)	Telephone:	
f)	Fax:	
2.	Name of the authorized signatory & nature of authorization (whether power of attorney, Board resolution etc.)	

## LIST OF DOCUMENTS REQUIRED FOR SUBMISSION OF PROPOSAL

Sl. No.	Document Required	Remarks
1.	The bidder should have all the valid legal license/registration required as per Private Security Agencies( Regulations) Act 2005 to act as private security provider from the appropriate authority of the State Govt. (attach proof of PSARA Licenses in respective states). <b>Annexure1.</b>	Bidder must have valid license before the last date of submission of Bids.
2.	List of training centers owned/ taken on lease by the company/group company with supporting documents. All training centers should be licensed/ registered as per PSARA Act. All training centers should be licensed/ registered/affiliated under Ministry of Labour & Employment/ PSARA Act (Private Security Agencies Regulation Act-2005) <b>Annexure2.</b>	Bidders must have the registrations/certifications, etc. before the last date of submission of Bids.
3.	Total Number of Permanent Employees along with certificate from Provident Fund department regarding latest number of PF enrolled employees as on 31.03.2017. Employees on contract basis/adhoc basis shall not be called as PERMANENT EMPLOYEES. <b>Annexure3.</b>	
4.	List of Branch Offices of the Bidder with full address and contact details (state wise). Along with copy of Shops and Establishment Act registration taken for each office premises, if any, <b>Annexure 4.</b>	
5.	Date & Year of Establishment/Incorporation of Bidder, Number of years of experience in providing security Guards. (appropriate Registration Certificates be attached). <b>Annexure 5.</b>	
6.	<p>Details of each contract (Govt./PSU/Private) providing Security Guards of minimum requirement of 500 security Guards per annum (for preceding two years) along with a certificate from the statutory auditor confirming the same. <b>Annexure 6.</b></p> <p>Copy of agreement/work order/ performance certificate between bidder and client should be attached as a proof along with a certificate from the statutory auditor of the Bidder proprietorship concern such certificate may be obtained from a Chartered Accountant and submitted.</p> <p>List of major clients in the private/public sector including Department of Central and State Government, autonomous bodies, corporations, etc. The list should include the names of the establishment, district and state where it is located, the security guards deployed there by the agency, the date from which the agency's personnel are deployed, period and value of each contract and names, designation and address of the controlling officer who could be contacted to obtain report about performance of the agency. <b>Annexure 7.</b></p>	Bidder must produce details of only such agreements/ contracts which are in the name of Bidder as per definition of Bidder.

7.A.	The name of the proprietor or all Partners, or all the Directors of the Bidder company shall be furnished along with copy of their PAN Card numbers. <b>Annexure 8.</b>	
7.B.	The Bidder must be registered under the employee Provident Fund Act. Copy of Registration Papers along with code no. allotted to the Bidder must be attached. Proof of other registrations be also attached. <b>Annexure 9.</b>	
7.C.	The Bidder should have PAN number issued by Income Tax Department and should attach attested copy of PAN/TAN card. <b>Annexure 10.</b>	
7.D.	Attach proof of ISO certificate issued by appropriate authority. <b>Annexure 11.</b>	
7.E.	Whether the Bidder has been blacklisted in preceding 2 years by BIADA/Central/State Govt./PSU/Statutory Corporations etc. If yes, its details be furnished on a piece of paper duly signed and stamped by the company's representative. <b>Annexure 12.</b>	
7.F.	Past experience of even single instance of working with Police machinery/authority in any State with its details including place where such security guard was posted, no. of personnel, duties of personnel etc. <b>Annexure 13.</b>	If the Bidder has no experience, it must be mentioned on Bidder's letterhead stating so duly signed and stamped.
7.G.	Past experience of having provided security personnel in any Large event of national or International importance having at least 5000 attendees, with its details including place where such manpower was posted, no. of security personnel posted, duties of personnel etc. <b>Annexure 14.</b> <b>(International events shall be rated higher than national events for the purpose of points/ marks with constitutive dimensions and indicators such as national and international audience presence, visitor attractiveness, media reach, costs and national or international impact. Marks shall be allotted according to the provisioning of the security guards as made by the Bidder in the List of required manpower with names of the employees included in such list having relevant experience/exposure and which shall be clearly mentioned against the name of the concerned employee in the list).</b>	If the Bidder has such experience, it must be mentioned on Bidder's letterhead stating so duly signed and stamped and indication the constitutive parameters.
7.H.	Certificate from Statutory Auditor (Chartered accountant in the case of a proprietorship concern) of Bidder that there is no pending claim notice/due demand notice/ litigation of Liability/default on account of Provident Fund, ESIC or service Tax. <b>Annexure15.</b>	In case of claim notice/due demand notice pending or liability of Bidder, the same must be disclosed with court/forum name, case title, court/forum in which pending, stage of pendency etc.
8.	Audited Income Tax annual return and Balance Sheet of the Bidder for immediate preceding three Financial Years 2013-14, 2014-15,2015-16 with certificate from statutory Auditor/CA, in case of proprietorship concern, as the case may be. <b>Annexure16.</b>	

**NOTE:-**

1. In support of the above criteria, Bidder shall furnish documentary proof, as required hereunder and wherever applicable, failing which the Bids are liable to be rejected.  
Reference to conviction and/or litigation in these instructions are to be construed with reference to conviction relating to any misconduct or offence or moral turpitude and conviction relating to the matters services as contemplated hereunder and to be rendered by the Bidders within the scope of this invitation to Bid and not otherwise in any other regard and any such conviction or litigation shall be reckoned for a period of the last five years. PROVIDED THAT in case of conviction for moral turpitude or sexual harassment or the like of Bidder, director, partner, proprietor of the Bidder, the Bid shall be summarily be disqualified on such ground rendering the Bid ineligible and the aforesaid period of conviction during the last 5 years shall be inapplicable in cases of conviction for moral turpitude or the like.
2. A declaration by way of an Affidavit of Rs. 100/- duly sworn before a Notary Public in support of having successfully completed the assignments, not having been blacklisted by BIADA or Central/State Govt. or any Central/State PSU/Statutory Corporations etc. **Annexure 17.**
3. All documents to be annexed must be self-attested by the Bidder or it's duly constituted attorney or principal officer of the Bidder duly authorized in this behalf through legally mandated authority in writing and to provide a Board resolution or special resolution, where applicable and as the case may be.

**Example:**

**DETAILS OF THE CONTRACTS COMPLETED DURING PRECEDING THREE YEARS**

SL. NO.	Brief Description of Work	Name of company with Address	Year/Date of commencement & completion		Contract value in Rupees	Number of trained manpower provided	Customer Representative
			From	To			
1.							
2.							
3.							

## **DISQUALIFICATION CONDITION:**

Bidders who have been blacklisted or otherwise debarred by BIADA or Central/State Govt. or any central/state PSU/Statutory Corporations will be ineligible to Bid during the period of such blacklisting/debarment.

Any Bidder who's contract with respect to providing security services with BIADA or central/state Govt. or any central/state PSU/Statutory Corporations, has been terminated before the expiry of the contract period for breach of any terms and conditions at any point of time during the last three years, will be ineligible to Bid.

If the proprietor/any of the partners of the Bidder firm/any of the Directors of the Bidder company have been, at any time, Convicted by a Court for any offence in India or abroad related to the service, such Bidder shall be ineligible.

Bidders on whom a penalty has been imposed by any of the following statutory authority including PF Deptt, Service Tax Deptt, ESIC Deptt. Etc. shall become ineligible.

The formation of cartel by Bidders or any Bidder formed out of cartel for processing any contract including present Bid will be declared ineligible.

An unregistered partnership firm or unregistered society shall not be eligible to apply for the Bid.

## **SIGNING OF BID**

BIADA will evaluate only those Bids that are received in the prescribed formats and are complete in all respects including supporting documents as asked for. Incomplete and/or conditional Bid shall be liable to be rejected. The Bid and all related correspondence and documents in relation to the Bid Process shall be in English language only. Supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations in the English language, duly authenticated and certified by the government approved translator. Supporting materials, which are not translated into English, shall not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

The Bid document shall be duly filled and signed/stamped (wherever applicable) by the authorized signatory on every page including supporting documents, annexure, schedules and appendices.

Person(s) signing the Bid shall state in what legal capacity he is, or they are signing the Bid, e.g., as sole proprietor/partner of the firm, or as a Secretary/Manager/Director etc., of a Limited Company etc.

In case of Partnership firm, the names of all partners should be disclosed. The self attested copy of the registered partnership deed shall be furnished along with the Bid. **Annexure 18.**

In case of companies the names of all the owners as well as Directors shall be mentioned and a self attested copy of the Board Resolution passed by the Company authorizing the person signing the Bid to do so on behalf of the company shall be attached to the Bid along with self attested copy of the Memorandum and Articles of Association of the Company. **Annexure 19.**

The person signing the Bid or any other document forming part of the Bid, on behalf of any other person or Bidder shall be responsible for producing a legally valid Power of Attorney duly executed and on a non-judicial stamp paper of appropriate value, duly attested by a Public Notary, stating that he has the authority to bind such other person(s), or the firm/company/group company, as the case may be, in all matters, pertaining to the RFP as well as the Contract. If at any stage it is found that the person concerned had no such authority BIADA may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory & the Bidder liable for all costs and damages, and claim and/or recover such costs and damages from the Bidder. **Annexure 20.**

The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietorship concern, the persons who are competent to bind the Society as per Rules & Regulations and By laws of a society and by the person who by his signature can bind the company in the case of a limited company/group company.

If the person so signing the Bid fails to produce necessary documentary proof of his Authority as mentioned above, his Bid shall be summarily rejected without prejudice to any other rights of the Authority and/or Department of Industry, Government of Bihar, Under the law.

If the Bidder is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the Authority, till the satisfactory completion of the Contract and in case of a registered Society, the Memorandum of Association and Rules & Regulations and By laws of the Society shall not be altered/amended nor any amalgamation, division or reorganization of the society be resorted to without the prior written consent of the Authority till the satisfactory completion of the Contract, failing which the Contract is liable for termination treating it as breach of Contract.

## **SUBMISSION OF BID**

The documents required to be provided as part of Technical Bid shall include the following;

- Copy of all the documents as stipulated in the Technical Bid.
- Copies of documents in support of meeting the minimum eligibility criteria and all credentials, documents & copies of certificate/information called for in the Technical Bid.

Bids which do not comply with these instructions shall be summarily rejected.

The Bid document shall be filled in by the Bidder without any overwriting/inter-lineation, clearly, neatly and accurately. Any erasures or corrections would render the proposal invalid unless the same is carried out neatly and attested by the authorized signatory with full signature. The Bid document shall be submitted with all pages serially numbered. It should also have an index giving page wise information of all documents.

The Bidder shall not incorporate any condition in the Bids to participate as conditional Bidders and Bids which are not submitted strictly in accordance with the Bid terms are liable to be rejected.



It should be clearly understood by the Bidder that no opportunity shall be given to them to alter, modify or with-draw any offer at any stage after bid submission end date and time.

While preparing the Technical and Financial Bid, Bidder shall provide correct and relevant information. If at any stage it is found that the information supplied by the Bidder is incorrect BIADA reserves the right to initiate appropriate legal proceedings including termination of the contract & forfeiture of EMD and Security deposit.

The Bidder shall submit the financial proposal in the price Bid template provided along with this Bid, duly signed by the Authorized representative/Power of attorney holder etc.

If at any stage any of the documents submitted by the Bidder are found to be forged/fabricated, false, the Security Deposit of the Bidder shall be forfeited without prejudice to the right of the BIADA to summarily reject the bid and to proceed against the Bidder in accordance with law.

After evaluation of the technical Bids, those Bidders who meet the criteria for technical qualification may be advised by BIADA to produce the Original documents furnished along with the Technical Bids for verification on the date & time to be stipulated. The bid of a Bidder who fails to furnish the Original Documents for verification on the date & time fixed for verification will be summarily rejected.

Bidder must examine all terms and instruction included in the Documents. Failure to provide complete and accurate information with supporting documents may result in rejection of Bids.

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

While submitting the Bid, wherever the Power of Attorney is to be submitted by the Bidder such Power of Attorney shall be duly notarized by a Public Notary.

## **BID VALIDITY**

Bid shall remain valid for acceptance up to 120 days from the date of opening of Bid, However, the Bid validity period can be extended by another 15 days at the sole discretion of BIADA, Such extension shall be binding on the Bidder. Any Bidder who does not comply with aforesaid condition, may make his Bid liable to be rejected.

## **OPENING OF BIDS**

The Technical Bids will be opened online at the BIADA, Headquarters, Patna at the fixed time and the date indicated in the Bid document.

Financial Bids of only technically qualified Bidders will be opened at the time and place for which separate notice will be given. If the date of opening of price Bid is declared a holiday/ sunday for BIADA the offer will remain open for acceptance till the next working day.

## **BID EVALUATION CRITERIA**

The evaluation of Bids shall be done (Region wise) to assess the merit and strength of the Bids vis-a-vis the various circles of BIADA as listed in the RFP and specified in SCHEDULE hereto. A two-stage procedure shall be adopted in evaluating the proposals. Technical evaluation shall be carried out first, followed by the Financial Bid Evaluation Committee, necessary clarification if any required by the Bidders shall be furnished by the BIADA within time given by the committee for the same. BIADA is at liberty to verify any or all the documents submitted by the Bidder even by referring to third parties. For this, an evaluation matrix will be followed as given above.

The final selection of the successful Bidder shall be based on the Combined Quality Cum Cost Based System (CQCCBS). Bidders/Tenderers shall be short-listed based on their Technical Offers meeting a minimum Quality standard. The Financial Offers of only the short-listed tenderers shall be opened. The final selection shall be based on the highest combined score obtained by a Bidder in the Technical bid and the Financial Bid. Final award is determined based on the combined weightage given to the scores obtained both in Technical and Financial Bids. The score obtained in the Technical bid shall be given 75%(seventy five percent) weightage and the score obtained in the Financial Bid shall be given 25%(twenty five percent) weightage in the selection process. The qualifying percentage in the technical and the financial Bid shall be 75% each. The Bidder obtaining the highest combined score shall be the successful Bidder. However, in case of a tie between two or more Bidders in the combined score of technical and financial Bids, the Bidder securing a higher score in the Technical Bid shall be given primacy.

The list of all circles is provided in SCHEDULE 1 and security guards requirement is provided in SCHEDULE III. The Bid evaluation Criteria for all circles is provided in SCHEDULE II.

## **AWARD OF CONTRACT**

The contract shall be awarded to the successful Bidder who scores the highest marks cumulatively in Technical as well as Financial Bid based on the CQCCBS Method, as mentioned above by way of issuance of a letter in writing by BIADA by post/fax delivery under acknowledgment/e-mail and the successful Bidder shall immediately act upon such letter. Acceptance of the BIADA so conveyed will constitute the contract between the Bidder and BIADA and the contract shall be effective from the date of issue of acceptance letter. A separate works contract will thereafter be entered into and executed between BIADA & the successful Bidder.

The Authority reserves the right to accept or reject any or all the Bidders and/or cancel the Bid enquiry at any stage without assigning any reason. The Authority does not bind itself to accept the Lowest Bid and will not be liable for any costs or consequences thereof.

## **COMMENCEMENT OF SERVICES**

The commencement of services shall start from the date agreed upon between the contractual parties at the time of contract.

## **PARTIES TO THE CONTRACT**

The parties to the contract shall be Bihar Industrial Area Development Authority represented by the Secretary BIADA, PATNA and the successful Bidder through one of its principal officers or partner or other such person duly authorized to act on behalf of the successful Bidder.

Notice or any other action to be taken on behalf of Bihar Industrial Area Development Authority may be issued/accepted by the Secretary, BIADA or any other officer so authorized and acting on his behalf.

Sub-Contracting or creation of cartel is not permissible.

## **LIABILITY FOR PERSONNEL**

All persons employed by the Bidder shall be engaged by him as his own employees/workers in all respects and all rights and liabilities under the Indian Factories Act, or the Employees Compensation Act and Employees Provident Fund & Misc, Provisions Act, or any other similar applicable enactments in respect of all such personnel shall exclusively be that of the Bidder. The Bidder shall be bound to indemnify the Authority against all claims whatsoever in respect of his personnel under the Employees Compensation Act, 1923 or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or employee or other person whether in employment of the successful Bidder or not.

If, on account of the default of the successful Bidder in making/depositing such payments or for any other reason, the Committee makes such contributions on behalf of the Bidder, the Authority shall be entitled to set off against the amount due to the Bidder, the contributions made by it on account of his default in making payments or otherwise in respect of the personnel employed by the Bidder and is entitled to recover such amounts/expenses incurred from the amounts due to the Bidder under this or any other contract with Authority without prejudice to the right of Authority to initiate appropriate legal proceedings for recovery of such amounts.

Authority shall in no way be responsible for any liability arising out of the successful Bidder's contractual obligation with the Bidder's personnel, experts or any other person.

The contract as entered into between Authority and the Bidder shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may develop upon them under any statutory/mandatory provisions prevailing in India. Liabilities of the Bidder in respect of obligatory laws remain unaffected and the successful Bidder shall remain responsible for settlement of claims, if any, of third parties who may suffer damages either due to the fault of the Bidder or its employees and associates. Bidder shall be solely responsible for all claims arising out of any accident, death etc. in respect of the personnel engaged by the Bidder under the contract.

In complying with the said enactments or any statutory modifications thereof, the Bidder shall also comply with or cause to be complied with the labour laws, regulations, enactments made by the State Govt./Central Govt. from time to time with regard to payment of wages to the workers/employees, wage

period deduction from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wage book and wage slip, publication of the scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of like nature.

### **INDEMNITY**

The Bidder shall defend, indemnify and keep indemnified the Authority during and after in terms of the contract harmless from and against any and all liabilities, damages, claims, fines penalties, action, procedures and expenses of any nature arising or resulting in the violation of any laws by the Bidder or its personnel or in any way connected with the acts, amenities, negligence, breach of this agreement and failure to perform obligation under this contract.

### **NO WAIVER OF RIGHTS**

Neither the inspection by the Authority or any of their agents nor any order by Authority for payment or any payment for acceptance of the article or any part of the work shall operate as or constitute a waiver of any right or entitlement of Authority.

### **NOTICES**

Any notice, request, or consent made pursuant to the Contract with the successful Bidder shall be in writing and shall be deemed to have been made when delivered by post/e-mail/hand delivery under acknowledgment to an authorized representative of the respective parties.

### **PAYMENT TERMS**

The Bidder should submit all his/their bills by the 5<sup>th</sup> of the following month and Authority would make 75% of the payment of bill amounts through RTGS or ECS or such electronic mode to the Bidder within 15 days of the submission of the bills for that month and remaining 25% shall be settled

On submission of bills duly supported by attendance certificate issued by Authority or an authorized officer acting on its behalf, as the case may be and on production of proof of payment of statutory payment in respect of the personnel engaged in Authority under the contract the payment for the next month shall be made.

# **Bihar Industrial Area Development Authority**

**Udyog Bhawan, Gandhi Maidan, Patna**

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## **PART-B**

### **FINANCIAL BID**

#### **FINANCIAL BID DOCUMENTS FOR SELECTION OF SECURITY AGENCIES**

##### **1. INVITATION OF FINANCIAL BID**

Online financial Bids are invited from the Bidders for providing security guards and other supporting services as per terms and conditions given below.

“Financial Bid Documents” should uploaded online enclose:

- a) A forwarding letter on the letter head of Company
- b) Demand Draft for bid security/earnest money mentioned below and
- c) Financial bid in this form duly filled and signed on every page

The Financial bid documents as above should be online

##### **2. BID SECURITY/EARNEST MONEY DEPOSIT**

The Financial Bid documents of only such bidders who qualify the eligibility criteria for Technical Bid shall be considered.

The Bidder for providing security services for Headquarters/Regional Offices/Industrial Area/Growth Centers & other sites of Authority as per terms and conditions of Authority will be required to submit Financial Bid Documents. The Financial Bid shall be submitted along with Bid Security (Earnest Money) in the form of Demand Draft drawn in favour of 'Bihar Industrial Area Development Authority' Patna.

##### **Annexure 21.**

Financial Bids for such Bidders who have failed or neglected to submit the demand draft for Bid Security amount as above will not be opened. The Bid security/ earnest money Demand draft will be returned to the unsuccessful bidders within 30 days of final decision of selection of the Bidder without any interest.

If the successful Bidder fails to deploy the security personnel (armed & unarmed) as required by Authority and to his satisfaction on the stipulated date of execution of the Agreement and/or fails to furnish the performance Security referred to below, the entire Bid security (Earnest Money) will stand forfeited and credited to the Govt. account. The Bid security of the successful Bidder shall be returned on furnishing of the performance security referred to below and executing the agreement with BIADA and deployment of the Security personnel as demanded by Authority and to its satisfaction.

The EMD shall be forfeited by BIADA in the following events or circumstances;

- If Proposal is withdrawn during the validity period or any extension agreed by the Bidder thereof.
- If the Proposal is varied or modified in a manner not acceptable to BIADA after opening of Proposal during the validity period or any extension thereof.
- If the Bidder tries to influence the evaluation process.
- If the Bidder withdraws his proposal during negotiations.

### **3. PERFORMANCE SECURITY**

The successful Bidder shall furnish at the time of signing of the contest, a performance security of value Rs 15,00,000/- (Fifteen lakhs only) .The performance security can be in the form of security deposit to be remitted in Authority or in the form of a Bank Guarantee in prescribed format from a scheduled Nationalized Bank in favour of BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY payable at Patna, which should have validity for a period of one year from the date of coming into effect of the contract. The Bank Guarantee shall not be/cannot be revoked or cancelled by the successful Bidder under any circumstances. In case the successful Bidder fails to complete the conditions of the Bid for the agreement executed, The Authority has the right to enforce and encash the Bank Guarantee or forfeit the performance cash security tendered/furnished by the successful Bidder to charge all loss and expenses including legal expenses incurred as well as payable by Authority, from the performance security/ Bank Guarantee. The decision of Authority in this regard shall be final and binding on the Bidder. The performance security will remain with Authority throughout the period of contract and three months thereafter.

### **4. RATES**

For the purpose of comparison of rates in the Financial Bid, the Bidders shall quote the Central Minimum wages for watch and ward (with arms and without arms) as Notified by the Govt. of Bihar, Ministry of Labour & Employment. However actual amount payable to the Bidder shall not be less than Minimum Wages for watch and ward (with arms and without arms) as per rules applicable in the respective states/city as per Ministry of Labour and Employment. Where State Minimum wages for Security Guards are higher than the rates notified under Minimum Wages, the higher rates shall be protected and treated as minimum rate of wages. For the purpose of evaluation of Financial Bid, the Bidders shall be required to submit copy of the latest wages notification for Government of Bihar based on which rates the financial bid is to be quoted.

Escalation of rates of personnel will be based on the revision of Minimum Wages, Statutory Obligations and the taxes imposed by the Government. from time to time during the period of contract which will be the sole basis for revised rates for the security guards deployed at Headquarters/Regional Offices/Industrial Area/States falling with in a particular Areas. The rates payable to the agency based on Minimum Wages will be revised during the period of contract, only with reference to the date of effect of the notification by State Govt.

As and when the State government will revise the minimum wages or statutory obligation or taxes, in the respective city/, the service provider/ successful Bidder will put up a claim revision of rate with a copy of the notification of the State Government. Therefore the formula for calculating revision of rate will be the

wages for Headquarters/Regional Offices/Industrial Area/States falling within that particular Areas in place of the old Minimum Wages of the State Government in the concerned Areas. With new minimum wages , all other elements remaining on the same percentage in the basic cost will be revised, taking the base figure of the revised minimum wages.

It must be noted that no separate charges shall be paid by BIADA to the Bidder or the successful tendered. Service charges/professional charges shall include all charges including training facilities etc. other than supervisory charges.

#### 5. **FORMAT FOR BIDDING RATES (SEPERATELY FOR ARMED AND UNARMED GUARDS)**

(a) Minimum wages payable for one day (Calculated as 1/30 of monthly rates) to a person to be engaged as security guard shall be as per notification of minimum wages as applicable in by Ministry of Labour & Employment, Government of Bihar as on date of issue of this Bid document notification. Bidder must attach a copy of relevant Gazette Notification showing daily rate and date of effect. This will include all the allowances as applicable under rules, as per Govt. Ministry of Labour and Employment Gazette Notification as on date of issue of Bid Document.

(Note: the Rate for Armed guards or Unarmed Guards shall be arrived at on the basis of the notified Minimum Wages for Armed Guards or Unarmed Guards as applicable in the State of Bihar by Ministry of Labour & Employment, Government of Bihar as on date of issue this Bid document notification, for the purpose of quoting rates for evaluation)

(b) Statutory obligations (minimum as per extant Act and rules) on per day basis per person.  
Percentage with respect to wages Amt.(in Rs.) (for one day ,i.e. 1/30 of monthly rate)

1.	EPF	@ 13.36% of (a) above	Rs.
2.	ESI	@ 4.75% of (a) above	Rs.
3.	BONUS	@ 8.33%	Rs.
4.	LEAVE	@ 7.39%	Rs.
5.	GRATUITY	@ 4.81%	Rs.
	Total of (b)		Rs.
(c)	Sub Total of (a) + (b)		Rs.
(d)	Cost of weekly off ( Relieving Charges)1/6 of (c)		Rs.
(e)	Cost of off on 3 national holidays 3/365 of (c)		Rs.
(f)	Sub total of (c) + (d) + (e)		Rs.
(g)	Uniform Supervision Charges (2.52 % of (f) (this Should include provision for Kitting, uniform, Equipments and cost of Training etc.)		Rs.
(h)	Sub total of (f) + (g)		Rs.
(i)	Service Charges of the Agency		Rs.....%.....
(j)	Sub Total of (h) + (i)		Rs.
(k)	Service Tax of Central Excise Dept. ( % of i above)		Rs.
(l)	Total (j) + (k)		Rs.
	Service Tax in force on the date of issue of this bid Document		
(m)	Monthly Cost i.e. 1x30 per person		Rs.

## **6. CRITERIA FOR EVALUATION OF FINANCIAL BID**

Criteria for evaluation of Financial Bid will be (m) above. If there are differences among bids on (b), (d), (e) or (g) as already specified above i.e. statutory obligations, BIADA may exclude or include such items of statutory obligations, whether it is shown in the Bid documents or not, for the purpose of comparison of the Bids.

## **7. POST PAYMENT AUDIT**

It is an agreed term of the contract that Authority reserves to itself the right to carry out a post payment audit or technical examination of the works/ services as per the contracts and the final bill including all supporting vouchers, abstracts, etc. If as a result of such examination, any over payment to the Bidder is discovered to have been made in respect of any works/ services done, the Bidder will be bound to refund the same to the Authority or may be deducted/ adjusted against any dues of the Bidder. If any under payment is discovered, the Authority shall pay the same to the Bidder. Such payments or recoveries, however, shall not carry any interest.

## **8. FORCE MAJEURE**

- i. If, at any time during the continuance of the contract, the performance of any obligation (in whole or in part) by the Authority or the successful Bidder is prevented or delayed by reason of any war, hostilities, invasion, acts of public or foreign enemies, rebellion, revolution, insurrection, civil commotion, sabotage, large scale arson, floods, earthquake or any other act of God, large scale epidemics, nuclear accidents, any other catastrophic unforeseeable circumstances, quarantine restrictions, any statutory, rules regulations, order or requisitions issued by a Government department or competent authority (hereinafter referred to as "event") then notice of the happening of such an event is to be given by either party to the other within 21 days of the occurrence thereof.
- ii. Neither party by reason of such event be entitled to terminate the contract or have claim for damages against the other in respect of such non-performance or delay in performance.
- iii. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or has ceased to exist.
- iv. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of the event beyond a period of 180 days, the contract may be fore-closed with mutual consent by giving a notice of 30 days without any repercussions on either side.
- v. In case of doubt or dispute, whether a particular occurrence should be considered an "event" as defined under this clause, the decision of the Authority shall be final and binding.
- vi. If no notice is issued by either party regarding the event within 21 days of occurrence, the said event shall be deemed not to have occurred and the contract will continue to have effect as such.

## **9. SETTLEMENT OF DISPUTES**

All disputes on differences of any kind whatsoever that may arise between the Authority and the Bidder in connection with or arising out of the contract or subject matter thereof or the execution of works/services as



per the contracts, whether during the progress of works/ services as per the contracts or after their completion, whether before or after determination of contract shall be settled as under:-

### **9.1 Mutual Settlement**

All such disputes or differences shall in the first place be referred by the BIDDER to the Authority in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

### **9.2 Conciliation/Arbitration**

- i. It is a term of this contract that Conciliation/Arbitration of disputes shall not be commenced unless an attempt has first been made by the parties to settle such disputes through mutual settlement.
- ii. If the Bidder is not satisfied with the settlement by the Bihar Industrial Area Development Authority on any matter in question, disputes or differences, the Bidder may refer to the Bihar Industrial Area Development Authority in writing to settle such disputes or differences through Conciliation or Arbitration provided that the demand for Conciliation or Arbitration shall specify the matters, which are in question or subject of the disputes or differences as also the amount of claim, item wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims of the Bihar Industrial Area Development Authority shall be referred to Conciliator or Arbitrator as the case may be and other matters shall not be included in the reference.
- iii. Authority may appoint any person as Sole Conciliator or Sole Arbitrator, as the case may be. In case, the Authority decides to appoint a Sole Conciliator/Sole Arbitrator, then a panel of at least three names will be sent to the Bidder. Such persons may be working/retired employees of the Government who had not been connected with the work. The Bidder shall suggest minimum two names out of the panel for appointment of Sole Conciliator/Sole Arbitrator. The Authority will appoint Sole Conciliator/Sole Arbitrator out of the names agreed by the Firm/Individual.
- iv. In case, the Firm/Individual opts for settlement of disputes through Conciliation at first stage and if the efforts to resolve all or any of the disputes through Conciliation fails, the Firm/Individual may refer to the Authority for settlement of such disputes or differences through arbitration. The appointment of Sole Arbitrator shall be done by the Managing Director, Bihar Industrial Area Development Authority as per the procedure described above. No disputes or differences shall be referred to Arbitration after expiry of 60 days from the date of notification of failure of Conciliation.
- v. The Conciliation and/or Arbitration proceedings shall be governed by the Provisions of the Indian Arbitration and Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.
- vi. The language of proceedings, documents or communications shall be in English and the award shall be made in English in writing.

- vii. The Conciliation/arbitration proceedings shall be held in Patna at a venue decided by Conciliator/Arbitrator.
- viii. The fees and other charges of the Conciliator/Arbitrator shall be as per the scales fixed under the Government rules from time to time and shall be shared equally between the Authority and the firm/Individual.

### **9.3 SETTLEMENT THROUGH COURT**

It is a term of this contract that the Bidder shall not approach any Court of Law for the settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences in the manner as provided hereinabove.

### **9.4 AWARD TO BE BINDING ON ALL PARTIES**

The arbitration Award shall be binding on all parties.

## **10. JURISDICTION OF COURTS**

Jurisdiction of courts for dispute resolution shall be Patna and the courts in Patna alone shall have jurisdiction in the matter.

11. The Bidder or its authorized representative shall sign all pages of the Bid documents.

12. Incomplete Bid documents and Bids without bid security demand draft as mentioned above and the conditional Bids will be summarily rejected.

### **13. ADDITION OF NEW CLAUSES**

Notwithstanding the various sections/clauses in the Proposal Document to accomplish the desired task, the Authority May introduce new clauses(s), after award of the contract, on mutually agreeable terms, if necessity arises, for successful regulation and completion of the works/services as per the contract. This will form a part of the original agreement and shall be binding on the Firm/Individual.

### **14. ACCEPTANCE OF TERMS AND CONDITIONS BY THE BIDDER.**

The terms and conditions as stated above in the Financial Bid documents are fully acceptable to us.

Signature of Bidders  
Name, Designation and Seal

ANEXURE-A -1

PROPOSAL LETTER FROM BIDDER.

Form

(Full Name of the Bidder) \_\_\_\_\_

Address \_\_\_\_\_

To,

**The Managing Director,  
Bihar Industrial Area Development Authority,  
Udyog Bhawan, Gandhi Maidan,  
Patna.**

Tel. No. \_\_\_\_\_

Fax. No. \_\_\_\_\_

E-mail \_\_\_\_\_

Dear Sir,

With reference to your Bid No. \_\_\_\_\_ dated \_\_\_\_\_ I/We Submit the proposal for Engagement of our Services for providing round the clock (unarmed) & (armed) Security Guards.

We have thoroughly examined and understood all the terms & conditions as contained in the complete set of Bid document and agree to adhere by them.

We have be bound by communication of acceptance of the offer dispatched by Authority within the time, we also agree that if the date up to which the offer would remain open is declared a holiday for Authority, the offer will remain open for acceptance till the next working day.

We also deposit earnest money of Rs. \_\_\_\_\_ along with the financial bid.

In the event of our Bid being accepted, we agree to furnish within \_\_\_\_\_ working days of acceptance of the Bid Security deposit/performance security for Rs. \_\_\_\_\_ as stipulated in the Bid in the form of Fixed Deposit or Bank Guarantee.

We do hereby declare that the entries made in the Bid document are true and also that we shall be bound by the acts of our duly constituted Attorney.

We do hereby declare that the Bidder has not been blacklisted /debarred by any Govt. Department/Public sector undertaking.

We hereby declare that the Bidder was blacklisted/debarred by .....(here give the name of the Department/Agency) for a period of .....which period has expired on

.....( Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given(\*)).

(\*) ( Strike out whatever is not applicable)

We hereby declare that the contract entered into by the Bidder firm with any Govt. Department/Public sector undertaking has not been terminated before the expiry of the contract period at any point of time during the last three years for breach of any terms and conditions.

We certify that all information furnished by the Bidder firm is true and correct and in the event that the information is found to be incorrect/untrue, the Authority shall have the right to disqualify the Firm without giving any notice or reason therefore or summarily terminate the contract, without prejudice to any other rights that the Authority may have under the Contract and Law.

Place:

Signature of Bidders

Dated:

Authorized Signatory

PERFORMA AFFIDAVIT

(TO BE EXECUTED ON Rs.100/- Non judicial Stamp)

(To be Executed and sworn Before a Notary Public)

(Strike put whichever is inapplicable)

I Shri ....., son of....., aged about .....,by  
faith Hindu, by occupation: service/business, working for gain as .....In (name of organization)  
having its office at.....And residing at....., do hereby  
solemnly affirm, declare and say as follows:-

1. That I am the Director/Partner/Secretary/President/Proprietor of ..... having its registered office at.....
2. I say that I have read and understood the terms and conditions of the Bid and have accordingly submitted the Bids on behalf of.....and that I have been duly authorized by the said ..... (name of company/Firm/Society/Proprietorship concern ) to make and affirm that affidavit and am otherwise competent to swear this affidavit.
3. I declare that at no point of time has the Bidder or any of its directors/ Partners/Secretary/President/Proprietor has been convicted of any offence relating to any issue pertaining to the nature or scope of services as contemplated in the Notice Inviting Bids or matters incidental thereto or connected therewith.
4. I state and declare that there is no pending litigation against the Bidder concerning EPF or ESI or Service Tax.
5. I further state and declare that the Bidder or any of its directors/office bearers/partners/proprietor has not been blacklisted/debarred at any point of time in the past by BIADA or any Central/State Department/PSU.
6. I state and declare that the statements made hereinabove are true to my knowledge and nothing material has been concealed and I undertake that in the event any information furnished by the Bidder is found to be false or incorrect, the Bidder shall be liable to be disqualified and the decision of BIADA shall be final in the regard without any claims or objections from the Bidder and in such an even the Earnest Money Deposit shall be Liable to be forfeited, without any claims or demands from the Bidder or any person claiming through or under the Bidder..

DEPONENT

Solemnly affirmed at.....

This .....day.....2017

Explained and identified by me

BEFORE ME

SCHEDULE-1

Distribution of Private Security Guards to the BIADA Head Office, Patna including the Regional Offices namely Muzaffarpur, Darbhanga, Bhagalpur and different Industrial Areas, Growth Centres etc falling under jurisdiction of Authority spanning all over Bihar.

Name of Regional office /Industrial Area	Proposed deployment of security personnel (without arms)	Proposed deployment of security personnel (with arms)	Total
<b>TOTAL</b>			

SCHEDULE-II-A

EVALUATION CRITERIA FOR .....

Total Requirement of Private Security Guards for BIADA, H.O. and all Regional offices/Industrial Area and its establishments is ..... guards (..... without arms & ..... with arms).

Name of Bidder :

Evaluation Matrix :

Sl.No.	Bid Evaluation	Marks	Remarks
<b>TECHNICAL EVALUATION</b>			
1.	<p>Deployment of Ex-serviceman</p> <p>If the Bidder propose to deploy Ex-servicemen/Retired Military Personnel</p> <p>(i) Above 50% of the required manpower strength-10/10</p> <p>(ii) Above 40% and upto 50% of the required manpower strength-8/10</p> <p>(iii) Above 30% and upto 40% of the required manpower strength-6/10</p> <p>(iv) Above 20% and upto 30% of the required manpower strength-4/10</p> <p>(v) Above 10% and upto 20% of the required manpower strength-2/10</p>		<p>Copy of discharge book/ other documentary proof to establish that each ex-servicemen listed by the bidder for deployment is an employee of the bidder. Authenticity must be authority of the Bidder company.</p>
2.	<p><b>TRAINING FACILITY AND INFRASTRUCTURE WITHIN AREA.</b></p> <p>PSARA Licensed /Ministry of Labour &amp; Employment/Government of India registered Training Facility and Infrastructure i.e Training Centres.</p> <p>1. Bidders having 3 or more Training Centers-15/15</p> <p>2. Bidders having 2 or more Training Centers-12/15</p> <p>3. Bidders having 1 or more Training Centers-9/15</p>		<p>More than includes equal to. Copy of valid PSARA License/Registration with/approval from Ministry of Labour &amp; Employment must be enclosed and authenticity must be certified by the Statutory Auditor of the Bidder Company.</p>
3.	<p>Availability of trained and experienced permanent security personnel-Permanent employees only within region.</p> <p>1. Above 3000 personnel-15/15</p> <p>2. Above 2500 personnel-12/15</p> <p>3. Above 2000 personnel-9/15</p> <p>4. Above 1500 personnel-6/15</p> <p>5. Above 1000 personnel-3/15</p>		<p>Above includes equal to</p> <p>Copy of PF deposit challan as on 31.03.2017 must be enclosed and authenticity must be certified by the Statutory Auditor of the Bidder Company.</p>

4.	Presence in availability of Branch offices to support BIADA requirement across 3 Circles spread in 50 Industrial Area.		More than includes equal to  Copy of registration/license under Shop & Establishment Act in the name of Bidder company must be certified by the Statutory Auditor of the Bidder Company.
5.	Availability of trained and experienced armed guards as permanent employees.  1. Above 500 personnel-15/15 2. Above 400 personnel-12/15 3. Above 300 personnel-9/15 4. Above 200 personnel-6/15 5. Above 100 personnel-3/15		More than includes equal to  Copy of armed licences and other documentary proof which established that individually listed by the Bidder is a licence holder under Indian Arms act, 1959 and is also a permanent employee of the Bidder company. Authenticity must be certified by the Statutory Auditor of the Bidder Company.
6.	Experience is providing security services. 1. More than 7 years -10/10 2. More than 5 years -7/10 3. More than 3 years -4/10 4. Less than 3 years - 0		More than includes equal to
7	Contracts with Govt/PSU/private with experience in providing more than 200 manpower in each contract.  1. More than 10 contracts - 10/10 2. More than 8 contracts -8/10 3. More than 6 contracts -6/10 4. More than 4 contracts -4/10 5. More than 2 contracts -2/10		More than includes equal to  Copy of agreements/contracts/performan ce certificate between bidder and client must be enclosed and authenticity must be certified by the Statutory Auditor of the Bidder Company.
8.	Scales of Security services operation and Turnover of the Bidder for company or Gropu of Companies.  1. Turnover above 50crore in all 3 preceding years – 10/10 2. Turnover above 45crore in all 3 preceding years – 8/10 3. Turnover above 40crore in all 3 preceding years – 6/10 4. Turnover above 35crore in all 3 preceding years – 4/10 5. Turnover above 25crore in all 3 preceding years –		



	2/10		
9.	<p>Company Profile</p> <p>ISO 9001:2008 certification – 2</p> <p>Experience of working with Police machinery in any state – 1</p> <p>Experience in providing manpower in any international event – 1</p> <p>Feedback from major customers listed by Bidder – 1</p>		
<b>FINANCIAL EVALUATION</b>			
10	A Service charge of agency		<p>Less than 0.25% of Service Charge shall make the Bid ineligible since the same is unrealistic. If a Bidder with less than 0.25% service charges then such Bid shall be considered ineligible, since such ineligibility, if any, can be found after the opening and upon consideration of the financial Bid and not earlier, Bidders are advised to take note of such criteria and in the event of violation of such criteria, the EMD of the concerned Bidder shall stand forfeited.</p>

TOTAL MARKS OBTAINED \_\_\_\_\_/100

SIGNATURE OF THE EVALUATION OFFICER

SCHEDULE-III

Statement showing the details proposed deployment of security personnel without arms and with arms at various Industrial Areas and BIADA.

PART-I

Sl.No.	Name of Office/Area	proposed deployment of security personnel (without arms)	proposed deployment of security personnel (with arms)	Remarks
<b>PATNA ZONE</b>				
	Head Office, Udyog Bhawan	25	1	
1	Patliputra (I/E)	4		
2	Fatuha	3		
3	Hajipur (I/A)	6		
4	EPIP, Hajipur	3		
5	Biharsharif	3		
6	Nawada	3		
7	Gaya	3		
8	Jehanabad	3		
9	Aurangabad (I/A)	-		
10	Aurangabad (G.C)	6		
11	Dehri-on-sona	-		
12	Barun	-		
13	Vikramganj	-		
14	Buxar	3		
15	Bihiya	3		
16	Gidha (GC)	3		
17	Bihta (I/A)	-		
18	MIP Bihta	-		
19	Barauni	3		
20	Kopakala	-		
<b>BHAGALPUR ZONE</b>				
21	Barari, Bhagalpur	3		
22	Jamalpur	-		
23	Sitakund	-		
24	Munger	-		
25	Lakhisarai	3		
26	Kahalgaon(GC)	-		
27	Purnea City	3		
28	Maranga, Purnea	3		
29	Katihar	-		
30	Forbesganj	3		

31	Kishanganj(Khagra)	-		
32	Kishanganj(Bheriadangi)	-		
<b>DARBHANGA</b>				
33	Bela, Darbhanga	3		
34	Donar, Darbhanga	3		
35	Dharampur, Darbhanga	3		
36	Pandaul, Madhubani	3		
37	Jhanjharpur, Madhubani	-		
38	Saharsa	-		
39	Muraliganj	-		
40	Udakishanganj	-		
41	Samastipur	3		
42	Khagariya	-		
<b>MUZAFFARPUR ZONE</b>				
43	Bela, Muzaffarpur(IA)	7		
44	Bela, Muzaffarpur(IE)	7		
45	Bettiah	3		
46	Kumarbagh(Bettiah)	-		
47	Ramnagar	3		
48	Raxaul	3		
49	Sitamarhi	-		
50	Siwan	-		

### **Instructions for Online Bid Submission:**

The Bidders are required to submit soft copies of their electronically on the BIADA Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the BIADA Portal, prepare their bids in accordance with the requirements and submitting their Bids online on the BIADA.

More information useful for submitting online Bids on the BIADA may be obtained at [www.biadabihar.in](http://www.biadabihar.in)

#### **REGISTRATION**

Bidders are required to visit the Website module of the Bihar Public Procurement Portal [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) by clicking on the link “Online Bidder Enrolment”.

#### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the BIADA to facilitate Bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location Date, Other keywords etc. to search for a tender published on the BIADA.
- 2) Once the Bidders have selected the tenders they are interested in they may download the required documents/tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the BIADA to intimate the Bidders through SMS/e-mail in case there is any corrigendum issued to the tender document.
- 3) The Bidder Should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

#### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their Bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the Bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents- including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the Bid.
- 3) Bidder, in advance, should get ready the Bid documents to submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLs/RAR/DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every Bid, a provision of uploading such standard documents

(E.G. PAN card copy, annual reports, auditor certificates etc.) has been provided to the Bidders. Bidders can use “My Space” of “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a Bid, and need not be uploaded again and again. This will lead to a reduction in the time required for Bid submission process.

### **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online Bid submission of queries relating to BIADA in general may be directed to the Sr. Incharge Housekeeping, BIADA Mobile Number- +91-9430555328.

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

Date :

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub:- Acceptance of Terms & Conditions of Tender

Tender Reference No: \_\_\_\_\_

Name of Tender/Work: \_\_\_\_\_

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s)namely:

\_\_\_\_\_  
\_\_\_\_\_

as per your advertisement, given in the above mentioned website(s).

1. I/We here by certify that I/We have read the entire terms and conditions of the tender documents from Page No \_\_\_\_\_ to \_\_\_\_\_(including all documents like annexure(s), schedules(s),etc), which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.
2. The corrigendum(s) issued from time to time by your department/organization to have also been taken into consideration, while submitting this acceptance letter.
3. I/We do hereby declare that our Firm has not been blacklisted/debarred by any Govt. Department/Public sector undertaking.
4. I/We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore of summarily reject the bid or terminate the contract, without prejudice to any other rights of remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully

(Signature of Bidder, with Official Seal)