



BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY

Selection of Agency for baseline survey and profiling of Industrial areas and units of BIADA

Short notice for RFP-03/2025

Bihar Industrial Area Development Authority (BIADA) invites Request for Proposal from National as well as International firm/company/LLP for baseline survey and profiling of Industrial areas and units of BIADA.

Interested consultant is invited to participate in tender process document available at <https://biada1.bihar.gov.in> & <http://www.eproc.bihar.gov.in>. The Proposal submitted through <http://www.eproc.bihar.gov.in>. The proposal can be submitted up to 07/04/2025 at 03:00 PM. Detailed Request for Proposal can be downloaded from <https://biada1.bihar.gov.in> & <http://www.eproc.bihar.gov.in>. In future all notices/information related to this EOI shall be uploaded on <https://biada1.bihar.gov.in> only.


Deputy General Manager,
Investment Promotion, BIADA

1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna-04

Website: www.biada1.bihar.gov.in Email: biada-bih@gov.in ☎-0612-2675998 & 2675991

Request for Proposal
For
Selection of an agency for baseline survey and
profiling of Industrial areas and units of BIADA

11-03-2025



Bihar Industrial Area Development Authority

1st Floor, Udyog Bhawan, Gandhi Maidan, Patna-800004

Website: -www.biada1.bihar.gov.in

NOTICE INVITING TENDER
Request for Proposal
For
Selection of Agency for baseline survey and profiling of
Industrial areas and units of BIADA

The BIADA invites technical and financial proposals from National as well as International firms/Company/LLP. The document can be downloaded from 12.03.2025 website <https://biada1.bihar.gov.in> & <http://www.eproc.bihar.gov.in> . Response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties. The RFP/tender document cost of INR **10,000/- + 1800/- (G.S.T.) = Rs. 11,800/-** (Eleven thousand eight hundred only) (through RTGS only) is to be paid only using RTGS favour of BIADA payable at Patna (Bank Name & Account **HDFC Bank-50100451369562**, IFSC Code: **HDFC0009325**).


Deputy General Manager,
Investment Promotion,
BIADA

Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by Bihar State Industrial Development Authority, hereinafter referred to as BIADA, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not purport to contain all the information each Bidder may require.

This RFP document may not be appropriate for all persons, and it is not possible for the BIADA, their employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

BIADA, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

BIADA may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

1. Fact Sheet

Sr. No.	Particulars	Details
1	RFP/ Tender Availability	11.03.2025
2	Last date for receiving queries	22.03.2025 Till 05:00 PM
3	Date of Pre-Bid Meeting	26.03.2025 at 11:30 AM
4	Response to queries	29.03.2025
5	Proposal Submission Last Date	07.04.2025 Till 03:00 PM
6	Technical Proposal Opening	07.04.2025 at 04:00 PM
7	Financial Bid Opening	To be notified
8	Letter of Award	To be notified
9	Start Date	To be notified
10	Cost of Tender (Demand Draft)	INR 10,000/- (Rupees Ten Thousand only) plus GST@18%
11	Earnest Money Deposit (EMD) in the form of Demand Draft	2,00,000/- (INR Two lakhs only)
12	Performance Bank Guarantee	5 % of the Total Professional Fee
13	Website for Tender Documents	https://biada1.bihar.gov.in/Tender.aspx & http://www.eproc.bihar.gov.in
14	Method of Selection	QCBS (70:30)
15	Contact Details	DGM, Investment Promotion BIADA For specific query: 9297965022 1st Floor, Udyog Bhawan, Gandhi Maidan, Patna-800004 Toll Free No.- 1800 572 6571 Email Id: dgm.ip@bihar.gov.in Website: - www.biada1.bihar.gov.in

Note:

1. BIADA reserves the right to change any schedule of bidding process. Please visit BIADA website mentioned in document regularly for the same.
2. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered in this procurement process.

2. Background Information

Introduction

BIADA is seeking Expressions of Interest (EoI) from qualified assessor/surveyor companies to conduct a comprehensive assessment of its industrial units. This initiative aims to evaluate the operational efficiency, compliance with regulatory standards, and overall performance of each unit.

About BIADA:

The Bihar Industrial Area Development Authority (BIADA) is dedicated to promoting industrialization in the state and enhancing awareness of its Industrial Policy. It aims to create a conducive environment for sustainable industrial growth across its **85 industrial areas having around 2400 functional units**, organized into nine clusters:

- Patna,
- Begusarai
- Hajipur
- Muzaffarpur
- Motipur
- Bhagalpur, Purnea & Saharsa
- Darbhanga
- Gaya
- Bihta

BIADA operates under the governance of its Board of Directors and must adhere to various regulatory requirements. Additionally, it has been designated as a Special Purpose Vehicle (SPV) for several key projects and parks, including the Textile Park, Food Park, Leather Park, Integrated Manufacturing Cluster (IMC) project, and Multi Model Logistic Park (MMLP) project.

Objectives:

1. **Comprehensive Industrial Area Profile:** Develop a dynamic dashboard to build and maintain a baseline survey of 85 industrial areas having around 2400 functional units. This dashboard will cover essential data on land availability, infrastructure, unit details, etc., to provide an up-to-date and comprehensive profile of each industrial area.
2. **Industrial Area Survey:** Conduct an in-depth survey of each industrial area, assessing the following key parameters:
 - **Land:** Availability, utilization, vacant land, and litigated land.
 - **Infrastructure:** Length and condition of internal roads, drainage systems, streetlights, and mast lights.
 - **Utilities:** Availability of dedicated power feeders, power supply capacity, alternative power sources, and water supply sources.
 - **Common Facilities:** Assess the presence and status of common facilities such as:
 - Common Effluent Treatment Plant (CETP)
 - Training Centres
 - Creches
 - Hospitals
 - Educational Institutions
 - Dormitories and Guest Houses
 - Exhibition Centers, etc
3. **Unit-wise Profile Preparation:** Gather and present detailed profiles of each unit within the industrial area, covering:
 - **Functional Status:** Whether the unit is operational or non-functional.
 - **Key Metrics:** Annual turnover, sector of operation, investment size, employment, land size, and the breakdown of constructed vs. open areas.
 - **Financials:** Sector-wise investment, annual sales, and both gross and net profits.

- **Product and Market Details:** Information on the raw materials used, market availability, and product details.
 - **Category and Size:** Classification of the units (Micro, Small, Medium, Large, Mega), along with details on contract manufacturers for major brands.
4. **SIPB Clearance & Regulatory Compliance:** Assess the status of SIPB clearance, including the receipt of incentives, pending incentives, and details on licenses obtained for CTE (Consent to Establish) and CTO (Consent to Operate), alongside the financial linkages of each unit.
5. **Unit Categorization:** Classify units based on their size and type:
- Micro, Small, Medium, Large, Mega units.
 - Provide detailed information on contract manufacturers associated with big brands.

1. Eligibility Criteria:

Clause	Qualification Criteria	Supporting Documents/Remarks
3(a)	<p>Legal Entity Company should be registered under Companies Act, 1956/2013/LLP under LLP Act, 2008</p> <ul style="list-style-type: none"> Registered with the GST Authorities Should have been operating for the last five years as on 31st March 2024 	<p>In case of Private / Public Limited Companies,</p> <ul style="list-style-type: none"> Certificate of Incorporation GST Registration Certificate.
3(b)	<p>The bidder should have an average annual sales turnover of INR 5 Cr or more in the last five financial years (each year) ending 31st March 2024</p>	<p>Provide last 3 year CA certified documents on turnover certificate, balance sheet and ITR</p>
3(c)	<p>The bidder must have experience in survey and stroke assessment using digital technology & dashboard for reporting work executed in India during the last Five years (from the date of publishing of the RFP).</p>	<p>Copy of Work Order/Contract agreement/Completion certificate (if case of completion)/Satisfactory performance certificate (if case of on-going project) duly issued by client.</p>
3(d)	<p>The responding firm shall not be under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted by any state/central/PSU as on date of bid submission date.</p>	<p>A self-certified letter by the designated official of the responding firm</p>
3(e)	<p>The Net Worth of the responding firm must be positive during last five financial Years (FY 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24)</p>	<p>Chartered Accountant Certificate for Net worth</p>

4. Instruction to the Bidders

4.1 General Conditions of Contract

- a. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by BIADA on the basis of this RFP.
- b. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the BIADA. Any notification of preferred Bidder status by the BIADA shall not give rise to any enforceable rights by the Bidder. The BIADA may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the BIADA.
- c. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

4.2 Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP and Contract have the following meanings:

- a. "Bidder" means firm/ company who submits proposal in response to this Request for Proposal document and selected through competitive tendering in pursuance of this RFP, for providing the services under the Contract.
- b. "Authority" means firm/ company who holds the decision-making power and is responsible for approving, reviewing, or overseeing the entire process.
- c. 'BIADA' means **Bihar Industrial Area Development Authority** (BIADA).
- d. "Contract" means the Contract entered into by the parties for providing the services.
- e. "Personnel" means professional and support staff provided by the bidder to perform Services to execute an assignment and any part thereof.
- f. "Proposal" means proposal submitted by Bidders in response to the RFP issued by the BIADA for appointment of consultant.
- g. "Services" means the work to be performed by the bidder pursuant to this RFP and to the Contract to be signed by the parties in pursuance of any specific assignment awarded by the BIADA.

4.3 Compliant Tenders/ Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements and other Bidders are advised to study all instructions, forms, requirements, annexures and other information in the RFP documents carefully. Submission of the bid/ Proposal shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the proposal may be rejected. Bidders must:
 - i. Comply with all requirements as set out within this RFP.

- ii. Submit the forms as specified in this RFP and respond to each element in the order asset out in this RFP.
- iii. Include all supporting documentations specified in this RFP.
- c. The Proposals must be complete in all respects, Indexed. The page numbers must be clearly marked on each page and cross reference be indicated on the Index Page. All the proposals should be submitted through <http://www.eproc.bihar.gov.in>
- d. The bidder should bring in all original documents and hard bound copy of proposals to the BIADA at the time of technical presentation.
- e. In case of any difference between the proposal submitted online and hard bound proposal, the proposal submitted online will be considered valid.

4.4 Pre-bid meeting & Clarifications

4.4.1 Bidders Queries

- a. BIADA shall invite queries from Bidders as per the details mentioned in the Fact Sheet of this document
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to BIADA by email (Word File Only) on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the Bidder. The queries should necessarily be submitted in the following format:

Section/ Page No.	Content of RFP requiring clarifications	Change/ Clarification Requested	Remarks

- c. BIADA shall not be responsible for ensuring that the Bidder’s queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the BIADA.
- d. The purpose of query clarification is to provide the Bidders with information regarding the RFP, project requirements, and opportunity to seek clarification regarding any aspect of the RFP and the project. However, ‘BIADA’ reserves the right to hold or re-schedule the Pre-Bid meeting.

4.4.2 Responses to Pre-bid Queries and Issue of Corrigendum

- a. The Officer will provide timely response to the queries. However, BIADA makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does BIADA undertake to answer all the queries that have been posed by the Bidders.
- b. At any time prior to the last date for receipt of bids, BIADA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

- c. The Corrigendum (if any) & clarifications to the queries from all Bidders will only be uploaded on the <https://biada1.bihar.gov.in>
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, BIADA may, at its discretion, extend the last date for the receipt of Proposals.

4.5 Key Requirements of the Bid

4.5.1 Rights to terminate the process

- a. BIADA may terminate the RFP process at any time and without assigning any reason. BIADA make no commitments, express or implied, that this process will result in a business transaction with anyone.
- b. This RFP does not constitute an offer by BIADA. The Bidders' participation in this process may result BIADA selecting the Bidder to engage towards execution of the Contract.

4.5.2 RFP Document Fees

- a. RFP document can be downloaded from the [website https://biada1.bihar.gov.in](https://biada1.bihar.gov.in) & <http://www.eproc.bihar.gov.in> . The RFP document fees will be as mentioned in the factsheet given above.
- b. Proposals received without or with inadequate RFP Document fees shall be rejected.

4.5.3 Earnest Money Deposit

- a. Bidders shall submit, along with their Bids, EMD of INR 5,00,000/- (Rupees Five Lakhs Only), in the form of a BG in favour of BIADA (Bank A/c details: HDFC Bank, Account Number: 50100451369562, IFSC Code: HDFC0009325, Branch- Fraser Road) and should be valid for 180 Days from the due date of the RFP/Tender.
- b. EMD of all unsuccessful Bidders would be refunded by BIADA within 60 Days of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure-IV.
- c. EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- d. The bid/ Proposal submitted without EMD, mentioned above, will be summarily rejected.
- e. The EMD may be forfeited:
 - i. If a Bidder withdraws its bid during the period of bid validity.
 - ii. In case of a successful Bidder, if the Bidder fails to sign the Contract in accordance with this RFP.

4.5.4 Submission of Responses

- a. Technical Bid (containing)
 - i. EMD, Power of Attorney and Bid Document Fees
 - ii. Cover letter and Eligibility Criteria mentioned in Section 3
 - iii. Technical Proposal
- b. Financial Bid (containing)
 - i. Cover Letter

ii. Financial Proposal

4.5.5 Authentication of Bids

The Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure mentioned in this RFP.

4.6 Preparation and Submission of Proposal

4.6.1 Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of Proposal, in providing any additional information required by BIADA to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. BIADA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.6.2 Language

The Proposal should be filled by the Bidders in English language. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

4.6.3 Late Bids

- a. Original hard copy of Tender fees and EMD received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b. The bids submitted by telex/ telegram/ fax/ e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c. BIADA shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
- d. BIADA reserve the right to modify and amend any of the above-stipulated condition/ criterion depending upon project priorities vis-à-vis urgent commitments.

4.7 Evaluation Process

- a. BIADA will constitute a Proposal Evaluation Committee to evaluate the responses of the Bidders.
- b. The Proposal Evaluation Committee constituted by the BIADA shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their Proposals.
- e. The Proposal Evaluation Committee reserves the right to reject any or all Proposals on the basis of any deviations.

- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP under the 'Evaluation and Selection' section.

4.7.1 Tender Opening

The Proposals submitted up to date and time mentioned in this RFP document by Proposal evaluation committee authorized by BIADA, in the presence of such of those Bidders or their representatives who may be present at the time of opening. The representatives of the Bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafide for attending the opening of the Proposal.

4.7.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

4.7.3 Tender Evaluation

Tender evaluation and Bidder Selection will be carried out as per the specifications mentioned in the Section on 'Evaluation and Selection'.

4.8 Modification and withdrawal of Bids

- a. The Bidder is allowed to modify or withdraw its submitted Proposal any time prior to the last date prescribed for receipt of bids, by giving a written notice to the BIADA.
- b. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
- c. The Bidders cannot withdraw the Proposal in the interval between the last date for receipt of bids and the expiry of the Proposal validity period specified in the Proposal. Such withdrawal may result in the forfeiture of its EMD from the Bidder.
- d. Any document submitted after the last date of bid submission or any document submitted apart from [Website http://www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) will not be considered in any case.

4.9 Proposal Forms

Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information. For all other cases, the Bidder shall design a form to hold the required information.

4.10 Local Conditions

- a. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the Contract and/ or the cost.
- b. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the Contract after issue of letter of Award as described in the bidding document. The BIADA shall not entertain any request for clarification from the Bidder regarding such local conditions.

- c. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the Proposal. No claim, what-so-ever, including that for financial adjustment to the Contract awarded under the bidding document will be entertained by the BIADA. Neither any change in the time schedule of the Contract nor any financial adjustments arising there-of shall be permitted by the BIADA on account of failure of the Bidder to know the local laws/ conditions. The Bidder is expected to visit and examine and study the location of Govt. offices and its surroundings and obtain all information that may be necessary for preparing the Proposal at its own interest and cost.

4.11 Contacting the BIADA

Any effort by a Bidder to influence the Proposal evaluation, Proposal comparison or Contract award decisions may result in the rejection of the Proposal.

4.12 Eligibility Criteria

The Bidder shall meet the criteria for eligibility mentioned in the Tender document. The Bidder must have registration certificate, registration under Labour Laws Contract Act, valid sales tax registration certificate and valid service tax registration certificate, whichever is applicable, for this Tender.

4.13 Tentative Schedule of Events

Tentative schedule of events regarding this tender shall be as per the dates and time given in the Section-1: Fact Sheet.

4.14 Opening of Proposal

First, The Technical bid will be opened. The Financial bid may be opened in presence of technically qualified Bidders. The Evaluation Committee or its authorized representative will open the tenders. Sequence of opening is as follows:

- a. Technical Bid
- b. Financial Bid

4.15 Deciding Award of Contract

- a. The BIADA reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Financial Proposal. The Bidder shall furnish the required information to BIADA and its appointed representative on the date asked for, at no cost to the BIADA. The BIADA may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.
- b. BIADA shall inform those Bidders whose Proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Financial Proposals will be not opened after completing the selection process. BIADA shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Financial Proposals. The notification may be sent by mail.
- c. The Bidder's name, the Proposal Price, the total amount of each Proposal and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the BIADA at the opening of bid.

- d. After acceptance of LoA, **Performance Security** shall be deposited as specified in this document for signing an Agreement with BIADA.
- e. Special Condition for Awarding the Agreement:
 - i. BIADA will sign the Agreement with Successful Bidder for a period as mentioned in 'Duration of Contract' in the document.
 - ii. BIADA may extend the Agreement for a time period beyond what has been specified in 'Duration of Contract' in the document.
 - iii. BIADA will also have the right to provide extension/ increase in the scope of work as per the mutually agreed terms and conditions between both the parties.
 - iv. BIADA will have the right to ask for additional Team members beyond what has been specified in this RFP.

4.16 Confidentiality

- a. As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the Services hereunder are the Confidential Information of the Bidder.
- b. The Bidder shall keep confidential, any information related to this RFP/tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this RFP/tender and shall not be disclosed to any third party for any reason what-so-ever.
- c. At all-time of the performance of the Services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the terms no less onerous than those contained under this RFP/tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e. The obligations of confidentiality under this section shall survive rejection of the Contract.

4.17 Publicity

Any publicity by the Bidder containing the name of BIADA should be done only with the explicit written permission from BIADA.

4.18 Execution of the Agreement

After acknowledgement of the LoA by the selected Bidder, a performance guarantee of 5% of Total Professional Fee has to be deposited in the form of FDR/TDR/BG of any nationalized/ scheduled bank in the name of BIADA the performance guarantee shall be valid for period of 6 months beyond the duration of Contract as specified in the RFP document. The bidder shall sign the Agreement within thirty days from the issue of LoA. Agreement is mutually extendable post the completion of the initial term.

4.18.1 Performance Guarantee

The successful bidder / Company/ firm shall furnish the Performance Guarantee as stipulated in the section 'Contract Performance Guarantee' in this document.

4.19 Duration of Contract

The initial engagement shall be for **2 years**. This is bifurcated as below.

- First set of survey of industrial units and profiles preparation of each Industrial Area. Maximum time limit is **3-6 months**.
- Updation of Industrial Area profiles at **every quarter**.

4.20 Terms and Conditions: Applicable Post Award of Contract

4.20.1 Termination Clause

- a. BIADA may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach):
 - i. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by BIADA; or
 - ii. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of service or any extension granted thereof; or
 - iii. If the selected Bidder, in the judgment of the BIADA, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
 - iv. If the selected Bidder commits breach of any condition of the Contract
 - v. If BIADA terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

4.20.1.1 Termination for Default

- a. BIADA may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 60 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 90 days is given to the selected Bidder to rectify the breach):
- b. If the selected Bidder fails to deliver any or all quantities of the Service within the time period specified in the Contract, or any extension thereof granted by BIADA; or
- c. If the selected Bidder fails to perform any other obligation under the Contract within the specified period of delivery of Service or any extension granted thereof; or

- d. If the selected Bidder, in the judgment of the BIADA, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.
- e. If the selected Bidder commits breach of any condition of the Contract
- f. If BIADA terminates the Contract in whole or in part, amount of Performance Guarantee shall be forfeited.

4.20.1.2 Termination for Insolvency

BIADA may at any time terminate the Contract by giving a written notice of at least 60 days to the selected Bidder, if the selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to BIADA.

4.20.1.3 Termination for Convenience

- a. BIADA, by a written notice of at least 60 days sent to the selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for BIADA's convenience, the extent to which performance of the selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. In such case, BIADA will pay for all the pending invoices as well as the work done till that date by the Consultant.
- c. Depending on merits of the case the selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the Contract if any due to such termination.
- d. Limitation of Liability- In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The selected Bidder shall not be liable to the other hereunder or in relation hereto (whether in contract, tort, strict liability or otherwise) for more than the value of the fees to be paid (including any amounts invoiced but not yet paid) under this Agreement.

4.20.1.4 Termination by BIADA

- a. The BIADA may, by not less than 60 days written notice of termination to the Technical Bidder, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - i. The selected Bidder fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the BIADA may have subsequently granted in writing;
 - ii. The selected Bidder becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;

- iii. The selected Bidder fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
- iv. The selected Bidder submits to the BIADA a statement which has a material effect on the rights, obligations or interests of the BIADA and which the selected Bidder knows to be false;
- b. Any document, information, data or statement submitted by the in its Proposals, based on which the selected Bidder was considered eligible or successful, is found to be false, incorrect or misleading; or As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- c. If the BIADA would like to terminate the Contract for reasons not attributable to the selected Bidder's performance, they will need to clear all invoices for the Services up to the date of their notice along with 1 month fee pro-rata fee out of the total fee.
- d. If the BIADA would like to terminate the Contract for reasons attributable related to the selected Bidder's performance, the BIADA will give a rectification notice for 3 months to the Consultant/ Advisor in writing with specific observations and instructions.

4.20.1.5 Termination by the selected Bidder

- a. The selected Bidder may, by not less than 60 days written notice to the BIADA, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
 - i. BIADA is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Technical bidder may have subsequently agreed in writing) following the receipt by the BIADA of the selected Bidder's notice specifying such breach
 - ii. If there are more than 2 unpaid invoices and BIADA fails to remedy the same within 45 days of the submission of the last unpaid invoice
 - iii. As the result of Force Majeure, the selected Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
 - iv. The BIADA fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
 - v. Upon termination of this Agreement all pending payments due till the date of the termination of the Contract will be made by BIADA to the selected Bidder within 30 days of the Contract termination

4.20.1.5 Consequences of Termination

- a. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], BIADA shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/ breach, and further allow the next successor Vendor to take over the obligations

of the erstwhile Vendor in relation to the execution/ continued execution of the scope of the Contract.

- b. Nothing herein shall restrict the right of BIADA to invoke the BIADA Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/ or remedies that may be available BIADA under law or otherwise.
- c. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

4.20.2 Liquidated Damages

- a. Notwithstanding BIADA's right to cancel the order, Liquidated Damages (LD) for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the contract. No Damage will be charged in case of force measure beyond control of the Bidder.
- b. Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- c. BIADA reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by BIADA to the Bidder. Liquidated damages will be calculated on per week basis.
- d. The cumulative and aggregate limit of LD for delay in delivery and LD for delay in commissioning would be limited to maximum of 10% of the total Professional Fee. The aggregate liability of the Consultant/Advisor shall in no event exceed the total value of the fee received under this Contract.

4.20.3 Dispute Resolution Mechanism

The BIADA and the agency shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under supply order.

4.20.4 Notices

Notice or other communications given or required to be given under the Contract shall be in writing and shall be e-mailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by registered post than on expiry of seven days from the date of posting.

4.20.5 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected Bidder or BIADA as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as:

- a. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.

- b. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c. Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The Bidder or BIADA shall not be liable for delay in performing his/ her obligations resulting from any force majeure cause as referred to and/ or defined above. Any delay beyond 30 days shall lead to termination of Contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the Contract.

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

In case of a Force Majeure, all Parties will endeavour to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

4.20.6 Failure to agree with Terms and Conditions of the RFP

Failure of the successful Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event BIADA may award the contract to the next best value Bidder or call for new Proposals from the interested Bidders or invoke the PBG of the most responsive Bidder.

4.21 Deployment

The proposed team should be stationed in Patna or any location as decided by the BIADA for the entire project period as per the requirements of the RFP. The team will be deployed within maximum of 7 days of the award of contract. The proposed team has to follow the working hours, working days and Holidays of BIADA.

Physical office space will be provided by the BIADA and other facilities in this office like computer, photocopier, scanner, printers, paper, toner, etc. will be arranged by selected bidder on his own cost. The selected Bidder also take care of furnishing and maintenance of the office as per their requirement.

4.22 Contract Performance Guarantee

- a. Within 30 days after the receipt of notification of award of the Contract from the BIADA, the successful Bidder shall furnish Contract Performance Guarantee to the BIADA, Bihar, which shall be equal to 5% of Total Contract Value and shall be in the form of a Bank Guarantee Bond from any Nationalized Bank/ Scheduled bank in the Performa given here-in-after in this document valid for period of 6 months beyond the duration of Contract as specified in the document.
- b. The proceeds of the performance guarantees shall be payable to the Purchaser as compensation for any loss/ penalties resulting from the Suppliers failure to complete its obligations under the Contract.
- c. The performance guarantee will be discharged by the purchaser and returned to the Supplier within 60 days following the date of completion of the Suppliers performance obligations, including any warranty obligations under the Contract.

4.23 Statutory Requirements

During the tenure of this Contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/ or rules/ regulations, there-under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep BIADA indemnified in this regard.

4.24 Contract administration

- a. Either party may appoint any individual/organization as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:
 - i. Exercise all of the powers and functions of his/ her Party under this Contract, other than the power to amend this Contract and ensure proper administration and performance of the terms hereof; and
 - ii. Bind his or her Party in relation to any matter arising out of or in connection with this Contract.
 - iii. The Selected Bidder shall be bound by all undertakings and representations made by the authorized representative of the Selected Bidder and any covenants stipulated hereunder, with respect to this Contract, for and on their behalf.
 - iv. For the purpose of execution or performance of the obligations under this Contract, the BIADA representative would act as an interface with the nominated representative of the Selected Bidder. The Selected Bidder shall comply with any instructions that are given by the BIADA representative during the course of this Contract in relation to the performance of its obligations under the terms of this Contract and the Tender.
 - v. A committee comprising of representatives from the BIADA and the Selected Bidder shall meet on a quarterly basis or as desired by the BIADA to discuss any issues/ bottlenecks being encountered. The Selected Bidder shall draw the minutes of these meetings and circulate to the BIADA.

4.25 Right of Monitoring, Inspection and Periodic Audit

The BIADA reserves the right to inspect and monitor/ assess the progress/ performance at any time during the course of the Contract, after providing due notice to the Selected Bidder. The BIADA may demand, and upon such demand being made, the selected Bidder

shall provide with any document, data, material or any other information required to assess the progress of the project. The BIADA shall also have the right to conduct, either itself or through any another consultant/ advisor as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/ functions in accordance with the standards committed to or required by the BIADA and the Selected Bidder undertakes to cooperate with and provide to the BIADA / any other Consultant/ Advisor/ Agency appointed by the BIADA, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the Selected Bidder failing which the BIADA may, without prejudice to any other rights that it may have, issue a notice of default.

4.26 BIADA's Obligations

The BIADA representative shall interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

BIADA shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, which should include diagram/ plans and all specifications related to Services required to be provided as part of the Scope of Work.

BIADA shall provide functional office space to the Project Team in its premises equipped with Internet and Printer etc. facilities.

4.27 Information Security

The Selected Bidder shall not carry and/ or transmit any material, information, layouts, diagrams, storage media or any other goods/ material in physical or electronic form, which are proprietary to or owned by the BIADA, out of premises, without prior written permission from the BIADA.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by BIADA, whichever is earliest, return any and all information provided to the Selected Bidder by BIADA, including any copies or reproductions, both hard copy and electronic.

4.28 Indemnity

The Selected Bidder shall execute and furnish to the BIADA, a Deed of Indemnity in favour of the BIADA in a form and manner acceptable to the BIADA, indemnifying BIADA from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

- a. Negligence or wrongful act or omission by the Selected Bidder or it's team or any Agency/ Third Party in connection with or incidental to this Contract; or
- b. Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/ Third Party.
- c. The indemnity shall be to the extent of Total Professional Fee in favour of the BIADA.

4.29 Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account what-so-ever throughout the period of the engagement. BIADA however reserve the right to review and negotiate the charges payable.

4.30 Special Conditions of Contract

Amendments of, and Supplements to, Clauses in the General Conditions of Contract.

4.31 Payment Schedule

The payment as specified in financial format Annexure-III as submitted by Selected bidder shall be made as per the prescribed in payment terms.

- a. All travel expense outside Patna for official purpose with the permission of competent authority shall be reimbursed by BIADA as per applicable rates of BIADA.
- b. The travel expense (boarding and lodging) outside Patna will be paid extra based on the actual rate of 3rd or 2nd AC train tickets or Taxi (wherever applicable) they are required to travel from Patna to industrial Areas of BIADA. Travel cost and other allowances will be payable as per applicable rates of BIADA.
- c. To claim reimbursement, onsite resources need to submit the Travel Expense Claim to the BIADA along with the relevant bills/vouchers, boarding passes, tickets and hotel bills and approval from the authorized approving authority within four weeks from the date of return from the trip.
- d. Submission of hotel bills is mandatory with the Travel Expense Claim.
- e. For local travel during official visit within Patna, bidders will make their own arrangements.
- f. Team members should have their own laptops and other peripherals including mobile phone.

4.31.1 Payment Terms:

- a) No advance is permissible.
 - b) Stage-wise payment will be made after successful completion and acceptance of each milestone by BIADA. The Bidder should obtain signoff after each milestone from the BIADA and raise invoice against below mentioned payment mode.
- The payment mode has been allocated in two parts
 - 1: Payment for system Development
 - 2: Operation & Management.

4.31.1.1 Payment for system Development

Sl.No	Milestone	Payment terms
1	Listing of all Industrial units	15% on approval of BIADA
2	Survey work is completed	30% on approval of BIADA
3	Profiling of each Industrial Area	25% on approval of BIADA

4	Presentation and submission of first set of complete profiling report after incorporating suggestions from BIADA	20% on approval of BIADA
5	Security money will be retained by BIADA for next six months.	10% on approval of BIADA

4.31.1.2 Quarterly updation:

Sl.No	Milestone	Payment terms
1	Updation of profile of each Industrial Area at every quarter	Prorated quarterly payment

Note: Quarterly payment schedule for quarterly updated report has to be submitted for the period for one and half year.

The TDS amount, penalty if any, will be deducted from the payment.

- a) Upon successful completion of the entire contract, Security Deposit will be released.
- b) BIADA also reserves the right to recover any dues from the bidder, which is found on later date, during audit/excess payment, after final settlement is made to them. The bidder is liable to pay such dues to BIADA immediately on demand, without raising any dispute/protest.
- c) The Invoice will be submitted as per prescribed milestones for preparation of first set of survey work and profiling of industrial area and quarterly invoice for updation report. The payment will be made within 15 days after submission of Invoice. The Selected bidder shall satisfactorily perform work as specified under the Tender to the BIADA.

4.32 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

4.33 Conflict of interest

The Bidder shall disclose to BIADA in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidders team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

4.34 Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

4.35 Governing Language

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language.

4.36 “No Claim” Certificate

The Selected Bidder shall not be entitled to make any claim, whatsoever against BIADA, under or by virtue of or arising out of, the Contract, nor shall BIADA entertain or consider any such claim, if made by the Selected Bidder after it has signed a “No claim” certificate in favour of BIADA in such form as shall be required by it after the work is finally accepted.

4.37 Publicity

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the BIADA first gives its written consent to the selected Bidder.

4.38 General

4.38.1 Relationship between the Parties

Nothing in the Contract constitutes any fiduciary relationship between the BIADA and Selected Bidder/ Bidder’s Team or any relationship of employer employee, principal and agent, or partnership, between the BIADA and Selected Bidder.

No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.

BIADA will not be under any obligation to the Implementation bidder’s/ Advisor’s Team except as agreed under the terms of the Contract.

4.38.2 No Assignment

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the Contract without the prior written consent of the BIADA.

4.38.3 Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless BIADA notifies the Selected Bidder of its release from those obligations.

4.38.4 Entire Contract

The terms and conditions laid down in the Tender and all annexure thereto as also the Proposal and any attachments/ annexes thereto shall be read in consonance with and

form integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

4.38.5 Governing Law

This Contract shall be governed in accordance with the laws of India.

4.38.6 Jurisdiction of Courts

The High Court of India at Patna, Bihar has exclusive jurisdiction to determine any proceeding in relation to the Contract.

4.38.7 Compliance with Laws

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

4.38.8 Arbitration:

- i. It is hereby agreed between the Parties that the Project shall be executed in the manner and form outlined in this Agreement, RFP and other correspondences. If any dispute or difference of any kind whatsoever arises between the Parties in connection with or arising out of or relating to under this Agreement, the Parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above- mentioned dispute or difference arose, such dispute or difference shall be referred to a panel of arbitrators. The panel of arbitrators shall consist of three persons. Each party hereto shall appoint one arbitrator and the two arbitrators so appointed shall together appoint the third arbitrator, who shall function as the presiding arbitrator. The seat of arbitration shall be Patna, Bihar and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 and any amendments thereof, shall govern arbitral proceedings
- ii. The existence of any dispute or difference or the initiation or continuance of the arbitral proceedings shall not postpone or delay the performance by the Parties of their respective obligations under or pursuant to this Agreement. Further, this Agreement shall remain subsisting and operative during the arbitral proceedings and no payment due and payable to either Party shall be withheld except the payment in dispute, if any
- iii. The courts of Patna alone shall have jurisdiction with respect to arbitration or any other dispute.

4.38.9 Notices

A "notice" means:

- i. A Notice; or
- ii. A consent, approval or other communication required to be in writing under the Contract.

All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or

mailed by prepaid certified/ registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To

Managing Director

BIADA

1st Floor, Udyog Bhawan, Gandhi Maidan, Patna-800004

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

4.38.10 Waiver

Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.

A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.

The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

4.38.11 Modification

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

4.38.12 Taxes

The Bidder shall pay service and other applicable taxes, if any, imposed on the Services under this Contract.

4.38.13 Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

4.39 Fraud and Corrupt Practices

4.39.1 Fraud and Corrupt Practices

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

- b. Without prejudice to the rights of the BIADA under Clause above and the rights and remedies which the BIADA may have under the LoA or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the BIADA during a period of 2 years from the date such Bidder, as the case may be, is found by the BIADA to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the BIADA who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the BIADA, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical bidder/ adviser of the BIADA in relation to any matter concerning the Project;
 - ii. "Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - iii. "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by BIADA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or(ii) having a Conflict of Interest; and
 - v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4.40 Deliverables and Payment

- a. At the beginning of each quarter, all the respective sectional heads will identify the work limited to the purview of the scope of work as defined in this RFP and will communicate the list to the nodal officers. After receiving the requirement from all the sectional heads, nodal officer will organise a quarterly inception meeting

with all the concerned sectional heads to finalise the quarterly deliverables in discussion with the bidder considering the quantum of work and timelines

- b. bidder will submit all the deliverables in hard copy and through email to the Nodal officer and concerned officers for review, suggestions and modifications. The bidder will incorporate the suggestion and resubmit the deliverables in discussion with the concerned BIADA to nodal officer and concerned officer.
- c. Bidder will maintain the version history to control and track the updation and distribution of the deliverables, up to the final point of approval. The bidder will also maintain the separate files as per the Government procedure so that complete history of the work can be tracked. The bidder will hand over the file once the contract get finished or the work is completed whichever is earlier.
- d. At quarter end, bidder will submit the quarterly progress report. Within 15 days after the submission of the quarterly progress, nodal officer will organize the quarterly review meeting for approval of deliverables and release of payment would be made accordingly.
- e. The bidder will submit the fortnightly progress report to the nodal officer. Monthly project review meeting will held under the chairmanship of Executive Diretor BIADA to review the progress of work and decide the future course of action.
- f. The mutually agreed deliverables for the given condition shall be communicated to the bidder within 7 days from the start of the quarter by the nodal officer. Any additional deliverables which is part of the scope will be considered on mutual consent as a change request after formal approval by Managing Director only.

5. Scope of Work

A. Survey & Profiling work

I. Baseline Survey

- **Data Collection:**

- Conduct surveys using various methods like interviews, questionnaires, and field visits.
- Collect data of industrial areas and their units, demographics, land use, infrastructure, and environmental factors, etc.

- **Survey Areas to Cover:**

- **Industrial areas and their units:** Type of IAs/Parks, types of units, size of operations, number of employees, production capacity, raw material usage, product types, etc.
- **Infrastructure:** Access to roads, transportation links, availability of utilities (water, electricity, etc.), waste management systems, telecommunication facilities, etc.
- **Social Conditions:** Demographics of the workforce (age, skill level, employment rates), labour welfare, health and safety standards, and training requirements.
- **Environmental Impact:** Waste management, pollution levels (air, water, noise), and any sustainability efforts.
- **Land Use and Zoning:** Mapping the industrial land usage, existing zoning regulations, and any conflicting land uses in or around the industrial area.
- **Internal Revenue:** Revenue to BIADA and State Govt

- **Methodology:**

- Approach and processes for gathering and validating data.
- Use both qualitative and quantitative methods.
- Use interviews and surveys with industry representatives, local stakeholders.
- Using digital technology & dashboard for reporting work

2 Industrial Area Profiling

- **Economic Analysis:**
 - Assessment of the industrial area's contribution to the local economy, including industrial outputs, employment figures, and revenue generation.
 - Profiling of each industry (Total units, major players, small enterprises, and startups) and their market reach.
 - Sector wise units, their capacity utilization, current capacity, reason for not working on maximum capacity, etc.
 - Unit wise employment, investment, etc
 - Data of functional & non-functional units, reasons of non-functionality.

- **Infrastructure Assessment:**
 - Evaluate the proper utilization of land/sheds taken by the unit.
 - Evaluate the availability and quality of physical infrastructure as per existing **IPRS** parameters (roads, water, power supply, common facilities, etc).
 - Assess transportation networks (ports, railways, highways, airports).
 - Evaluate availability of services like waste management, medical services, and schools.
 - Google fencing of all industrial areas (map industrial areas on google maps)

- **Regulatory and Policy Review:**
 - Review of local policies impacting the industrial area (zoning regulations, business incentives, environmental laws, labour regulations).
 - Identify gaps or challenges in the regulatory environment for industry growth and development.

- **Social and Environmental Impact Assessment:**
 - Profiling socio-economic conditions (poverty rates, education levels, quality of life).

- Environmental health and safety analysis, identifying pollution hotspots or potential risks.
- **SWOT Analysis:**
 - Provide a SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis for the industrial area to identify areas of improvement and potential opportunities for future growth.

B Report Preparation

- **Baseline Survey Report:**
 - Prepare a detailed report with findings from the baseline survey, including data analysis, maps, and statistical information.
- **Industrial Area and units Profile Report:**
 - Develop an in-depth report on the industrial area and its units covering above details.
- **Recommendations:**
 - Based on findings, provide actionable recommendations for improving infrastructure, boosting economic growth, managing environmental concerns, and enhancing the overall functioning of the industrial area. Objective of this study should be covered while recommending and preparing reports.

C. Project Deliverables

- **Data Sets:** Raw data from surveys, questionnaires, and interviews.
- **Maps and Diagrams:** Visual aids for industrial land use, infrastructure, and environmental conditions.
- **Survey Reports:** A comprehensive report that includes findings and data analysis.
- **Final Profiling Report:** A detailed industrial area profile that includes economic, social, environmental, and infrastructure assessments.
- **Presentation:** A presentation summarizing key findings, insights, and recommendations.

D. Timeline and Milestones for [First report](#)

- **Phase 1:** Initial Consultation and Scope Finalization (2 weeks)
- **Phase 2:** Data Collection and Surveys (6–8 weeks)
- **Phase 3:** Data Analysis and Report Drafting (4 weeks)
- **Phase 4:** Final Report Submission and Presentation (2 weeks)

Note:

1. The agency will be hired for this continuous task for initial period of **2 years**. Based on performance the contract will be mutually renewed further.
2. Firms submitting technical proposals should outline the following:
 - **Data Collection Periodicity:** How frequently data will be collected and updated.
 - **Methodology:** Approach and processes for gathering and validating data.
 - **Technology & Tools:** Specify the technology to be used for data collection, analysis, and presentation.
 - **Dashboard Features:** Describe the dashboard's capabilities in showcasing comprehensive profiles and other relevant data.

6. Team Composition

The team for the engagement should comprise of 4-5 core team members. The team members will be deployed at BIADA on full time basis, other supporting team members may work remotely and visit the site and support core team members as and when required. Following should be the composition of the core team:-

S. No.	Position	Number	Qualification & Experience
1	Project Manager	1	At least 10 years in research and project Management. He/She should have more than 10 years of experience of handling

			survey and profiling projects Relevant project certification will be preferred.
2	Survey Analyst	1	At least 8 years' experience in Survey and Analysis domain.
3	Statician cum Surveyor	2	At least 5 years of experience in survey work.
4	Analyst cum Data entry operator	1	2 years of experience in Survey work

If at any point in time, the BIADA feels that a resource is not up to the mark, a replacement will be demanded in writing and will need to be obliged within 2 weeks.

The Consultant/ Advisor is not expected to change the team from what is proposed as a part of the response to this RFP. However if a resource needs to be changed due to unforeseen circumstances, the Consultant/ Advisor need to give it in writing to the Client and only upon agreement, the replacement may be carried out.

The consultant/ advisor shall make available the resources/ team members for meetings with BIADA or any other government officials in Bihar.

Note: No third party resources will be provided. All Resources will have to be on Company Rolls/contract as on the date of the submission. Failure to do so will lead to rejection and blacklisting.

7. Evaluation & Selection

7.1 Technical Evaluation

Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;

- i. Are not submitted in as specified in the RFP document
- ii. Received without the Letter of Authorization (Power of Attorney)
- iii. Are found with suppression of details
- iv. With incomplete information, subjective, conditional offers and partial offers submitted
- v. Submitted without the documents requested in the checklist
- vi. Have non-compliance of any of the clauses stipulated in the RFP
- vii. Have a lesser validity period

All responsive Bids will be considered for further processing as below.

Proposal Evaluation Committee will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by the Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

- a. Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- b. The BIADA may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise.
- c. Further the scope of evaluation committee also covers taking any decision with regard to the Tender document, execution/ implementation of the project including management period.
- d. Proposal shall be opened in the presence of Bidders representatives who intend to attend at their cost. The Bidders’ representatives who are present shall sign a register giving evidence of their attendance.
- e. Proposal document shall be evaluated as per the following steps.
 - i. Preliminary examination of pre-qualification/eligibility criteria documents: The prequalification document will be examined to determine whether the Bidder meets the eligibility criteria, whether the Proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this RFP document will be rejected and will not be considered further.
 - ii. Evaluation of document: A detailed evaluation of the bids shall be carried out in order to determine whether the Bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the RFP document. Bids received would be assigned scores based on the parameters defined in the table below. All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:
 - Supporting document is to be submitted in Technical Cover.
 - Supporting document should clearly indicate value of the completed/ on-going project and scope of work/ services should be clearly highlighted.
 - In case of Bidder is having Non-Disclosure Agreement (NDA) with their client, no such experience will be counted (if agreement copy not submitted).
 - Bidders failing to comply any of the above then the Bid will be summarily rejected.

S. No.	Technical Proposal Evaluation Parameters	Max Score	Supporting Documents
A	Turnover of the Firm	15	
A-1	The bidder should have a minimum	15	Certificate from

	average annual sales turnover of ₹5 Crore or more in the last five financial years (each year) ending 31st March 2024. 1. Above 5 Cr - 15 Marks 2. 3- 5 Cr - 10 Marks		statutory auditor /audited financial statements for the three previous financial years
B	Similar Previous Experience	25	
B-1	Experience in survey and stroke assessment using digital technology & dashboard for reporting work should have been executed in last 5 years. *Note: Minimum 2 Projects in each category to be submitted. 1. 5 Years experience: 25 marks 2. 4 Years experience: 20 marks 3. 3 Years experience: 15 marks 4. 2 Years experience: 10 marks 5. Less than 2 Years of experience: 05 Marks.	25	Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + ongoing Certificate
C	Approach & Methodology	35	
C-1	Presentation on Approach & methodology proposed for survey and stroke assessment using digital technology & dashboard for reporting, which would be needed to deliver the service required by the BIADA. Presentation on Approach and Methodology should cover below mentioned points, but not limited to: - Project Plan - Resource Deployment - Data Collection plan/schedule - Methodology to be adopted - Digital technology and dashboard work - Survey and stroke assessment - Analysis of Data collection and profiling - Any other documents (As applicable)	25-	(Technical Proposal & Technical Presentation by Project Manager of the team or any proposed team members)
C-2	Approach & technology to be used to gather information and report preparation for showcasing them to BIADA dashboard.	10	
D	Experience of the Core Team	25	
D-1	Team Experience: 1) Project Manager : 10 marks 2) Business Analyst: 6 marks 3) Statician cum Data Entry Operator:	25	Enclose CV as per format defined in the RFP with consent from the

	3 marks 4) Statician cum Surveyor: 3 marks 5) Statician cum Surveyor: 3 marks 40% marks for meeting educational criteria and 60% marks for meeting experience in number of years		Proposed Personnel
	Total	100	

Bidders may submit only relevant project experience while preparing the technical proposal. Only first five project submitted by the bidders will be considered for the evaluations.

7.2 Financial Evaluation

The Bidder shall be selected on the basis of Quality cum Cost Based System (QCBS), whereby Technical Proposal will be allotted weightage of 70% and Financial Proposal will be allotted weightage of 30%. The Proposal with the lowest bid shall be given a financial score of 100 and the other proposals shall be given financial scores that are inversely proportionate to lowest Financial Proposal as stated below. The total score, both technical and financial, shall be obtained by weighing the quality and cost score and adding them up.

Financial Proposals of only those Applicants who scores at least 70% marks in Technical Proposal evaluation shall be opened and evaluated as per financial evaluation criteria.

The Financial Proposals shall be given scores as follows:

$S_f = 100 \times F_m / \text{Financial Proposal of Applicant under consideration}$

1. F_m : Lowest Financial Proposal
2. S_f : Financial Score

For selection of Consultant/Advisor, final ranking will be determined based on the combined total score for each Bidder separately. This will be done by applying a weight of 0.70 (or 70 %) and 0.30 (or 30%) respectively to the technical and financial scores of each qualifying Proposal.

The Total Score of Technical Proposal and Financial Proposal shall be computed as follows:

Total Score = $(T_m \times 0.70) + (S_f \times 0.30)$ T_e : Technical score.

T_m : Technical Marks

S_f : Financial Score

7.3 Selection

The Bidder scoring the highest Total Score shall be declared as the "Selected Bidder".

8. Implementation Schedule:

The successful bidder has to adhere to the following timelines.

Milestone	Timeline
Award of Contract (LOA)	T
Listing of all Industrial units	T + 1 Months
Survey work is completed	T + 4 months
Profiling of each Industrial Area	T + 5 months
Presentation and submission of first set of complete profiling report (T1)	T+6 Months
Quarterly updation of Industrial Area profiles	T1 + 18 Months

9. Annexures:

Application

Dated.....

To,

The Managing Director,
Bihar Industrial Area Development Authority
1st Floor, Udyog Bhawan, East Gandhi Maidan
Patna – 800004 Bihar

Subject: Selection of agency for baseline survey and profiling of Industrial area and units of BIADA.

Dear Sir,

Having examined the pre-qualification document indicating scope of works, I/We hereby submit our proposal together with all the necessary information and

relevant documents for empanelling us with BIADA for baseline survey and profiling of Industrial area and units of BIADA of BIADA.

The proposal is made by me/us on behalf of -----

(Company/Firm/Association of individuals) in the capacity of -----
-----duly authorized to submit the proposal.

I/We understand that BIADA reserves the right to reject any proposal without assigning any reason. I/We undertake that all the information furnished by me/us in the proposal is true to the best of me/our knowledge and belief. If any of the information is found to be false on subsequent verification, I/We undertake that I/We may be excluded from the list of empanelled Consultants.

Encl: As above

AUTHORISED SIGNATORY

(Name and Designation)

Name of Firm:

Address:

Company Profile

1 Annexure II

1	Name of the Applicant Firm	
2	Ownership (Government/ PSU/ Private)	
3	Type of Organization: Proprietary firm/Partnershipfirm/ Public Limited Company/ Pvt. Limited Company/ Others (please specify and attach proof)	
4	(i) PAN Number (ii) GST Registration Number	
5	Name and Designation of Key Management Person(s)	
6	Date & Year of establishment of firm	
7	Number of years of experience in Consultancy Services	
8	Number of Permanent Employees	
9	Number of Permanent Employees for Consultancy Services	
10	Areas of Consultancy	
11	Core Competency	
12	Any other important information about the organization	

Signature with seal

2 Annexure III

Summary of Permanent Key Professionals

Sl. No.	Name and Designation	Experience In completed Years	Educational/ Professional Qualifications	Number of Years with the Present Employer	Areas of specialization
(1)	(2)	(3)	(4)	(5)	(6)

Signature with seal

3 Annexure IV

Summary of Financial Performance

Year	Turnover from all sources (In Rs. Crore)
2019-20	
2020-21	
2021-22	
2022-23	
2023-24	

Note: 1. Financial performance for three consecutive latest financial years for which audited accounts are available should be given.

2. Audited annual accounts for the three years for which information is given in the statement above should be provided.

3. Figures given in columns (2) above must match with those given in the Audited Accounts.

Signature with seal

4 Annexure V

Abstract of Industrial Areas/Estate/Parks for which survey work is completed

S.No. *	Title of Survey/ Assignment	Client Organization	Whether Category A or Category B assignment	Period of Assignment	Total Extent of the Industrial Areas/Estate/ Parks in acres

* Should be consistent with the Sl. No. given in the Proforma I for detailed particulars of the assignment.

Signature with seal

5 Performa I

Detailed Particulars of Assignment completed/In-progress

1.	Title of the Survey/ Investigations/ Assignment:	2.	Industrial Areas/Estate/Parks details a) Extent of Industrial Areas/Estate/Parks in Hectares. b) Project cost in `.		
3.	Geographical Coverage (States/ districts covered in the survey):	3.	Client Organization:		
4.	No. of Professional Staff employed:	5.	Start Date:(Month/Year)		
6.	Completion Date:(Month/Year)	7.	Duration of Assignment:	8.	No. of Man months provided by firm:
9.	Sample details:	10.	Remuneration received by your firm for Professional Services (in Rs. lakh):		
11.	Names of associated firms, if any:	12.	No. of man-months provided by associated firms:		
13.	Name of senior professionals associated with the Survey/ Study/ Assignment:				
14.	Brief Description of Survey/ Investigations / Assignment:				
15.	Exact Nature of services provided by your firm:				

Note: 1) Please use separate sheet for each assignment.

2) Only certificates issued by Govt., organization will be considered as proof of experience.

Signature with seal

6 Performa II

Format of Curriculum Vitae (CV) of Permanent Key Professional Staff

1.	S. No. <i>(should be consistent with the Summary of Key Professionals in Annexure III)</i>	
2.	Name of Staff	
3.	Position	
4.	Date of Birth	
5.	Nationality	
6.	Education <i>[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]</i>	
7.	Membership of Professional Associations	
8.	Training <i>[Indicate significant training since completion of education]</i>	
9.	Employment Record <i>[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment period of employment, name of employing organization, positions held.]</i>	
10.	Work Undertaken in which the staff has made significant contribution	
11.	Certification:	
<p>I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience.</p> <p style="text-align: right;">Date:</p> <p><i>[Signature of staff member or authorized representative of the staff]</i></p>		
12.	Name of authorized representative	
13.	Designation of authorized representative	

Note: Please provide separate CVs for each key professional

Signature with seal

FINANCIAL BID
(On the letter head of the bidder)

Dated:.....

To,

The Managing Director,
Bihar Industrial Area Development Authority
1st Floor, Udyog Bhawan, East Gandhi Maidan
Patna – 800004
Bihar

Subject: Selection of agency for baseline survey and profiling of Industrial area and units of BIADA of BIADA.

Dear Sir,

1. I/We, the undersigned offer to provide the Consultancy Services for the above mentioned Assignment in accordance with the terms and conditions contained in the Bid Document (RFP).
2. Our all inclusive Bid Amount being the fee for the whole Assignment, except GST, would be in lumpsum as mentioned below :(Amount in words and letters both).
3. I/We agree that this offer shall remain valid for a period of 180 (one hundred eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.
4. We further understand that BIADA reserves the right to select among Applicants who are technically qualified and accept financial bids at its discretion. We also understand that BIADA reserves the right to accept/reject any or all of the proposals received without assigning any reasons and are agreeable for the same.

Yours faithfully,

(Signature, Name and designation
of the authorised signatory)

Note : The Financial Proposal is to be submitted strictly as per forms given

9.8 Annexure IX: Technical Proposal Submission Form

TP-1 Technical Proposal Submission Form/ Declaration

TP-2 Consultant's Organization and Confirmation to Eligibility Criteria

TP-3 Consultant's Experience for Technical Evaluation

TP-4 Conceptual Clarity and Understanding of the Assignment

TP-5 Approach, Methodology and Work Plan for Performing the Assignment (10 Pages limit)

TP-6 Team Composition

TP-7 Curriculum Vitae (CV) for Key Staff

TP-8 Other Relevant Documents & Submissions