

Govt.  of Bihar

**BIADA**

## BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY

**Re-Tender for Selection of an agency for Manpower services**

**For RFP- 05/HK//BIADA/2025-2026**

Bihar Industrial Area Development Authority (BIADA) invites Proposals for Selection of Agency for Outsourcing of Manpower services .

Interested Agencies are invited participate in tender process. The proposal can be submitted from 09.12.2025 to 22.12.2025 by 4:00 pm. Detailed Request for Proposal can be downloaded from the website of BIADA [www.biada1.bihar.gov.in](http://www.biada1.bihar.gov.in) only.

**Executive Director (Operation).**

**BIADA, Patna**

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

**Website:** [www.biada1.bihar.gov.in](http://www.biada1.bihar.gov.in) **Email:** [dgm.id@bihar.gov.in](mailto:dgm.id@bihar.gov.in), **Ph-**0612-2675998 & 9631594344

This information is available on website [state.bihar.gov.in/prdbihar](http://state.bihar.gov.in/prdbihar) also

PR. No.018745 (B&C) 2025-26

**नशे से बनानी दूरी है, क्योंकि परिवार जरूरी है।**



**BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY**

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1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna-04  
Website: [www.biada1.bihar.gov.in](http://www.biada1.bihar.gov.in) Email: [dgm.id@bihar.gov.in](mailto:dgm.id@bihar.gov.in) ☎-0612-2675998 & 9631594344



BIHAR INDUSTRIAL AREA DEVELOPMENT  
AUTHORITY

**REQUEST FOR PROPOSAL [RFP]  
FOR  
SELECTION OF AGENCY FOR OUTSOURCING OF MANPOWER  
SERVICES AT BIHAR INDUSTRIAL AREA DEVELOPMENT  
AUTHORITY [BIADA]**

**EXECUTIVE DIRECTOR [OPERATION]  
Bihar Industrial Area Development BIADA,  
1<sup>st</sup> Floor, Udyog Bhawan, Gandhi Maidan,  
Patna-800004  
Website: - [www.biada1.bihar.gov.in](http://www.biada1.bihar.gov.in)**

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### **RFP for Outsourcing of Manpower Services at BIADA Patna**

BIADA was constituted under the statutory provision of the Bihar Industrial Area Development Act 1974 with a mission to promote and assist industrialization and create awareness about the Industrial Policy of state as well as creating environment for consistent growth of Industries in the state. There are 10 Cluster offices across state of Bihar.

The Managing Director of Bihar Industrial Development Authority, Patna (hence forth referred as BIADA, Patna) invites Tenders under Two-Bid system from reputed Manpower Services Agencies, having capacity to provide Manpower services for period of 3 Years (36 months).

Name of Service& Address	Providing manpower services for 3 Years (36 months) that can be further extended by BIADA, upon satisfactory performance. Bihar Industrial Area Development Authority, 1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna, Bihar 800004
Tender cost (in Rs.)	Rs 10000 (Ten Thousand)
EMD / Bid Security (in Rs.)	Rs. 10 Lakhs (Ten Lakhs)
Performance Bank Guarantee	@10% of the Contract Value (to be calculated for the contract period of 36 months based upon the financial quoted rate by the bidder) which should be valid for 120 days beyond the contract completion period.

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**DISCLAIMER:**

Though adequate care has been taken while preparing the RFP document, the Bidders/Applicants shall satisfy them that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within fifteen (15) days from the date of notification of RFP /Issue of the RFP documents, it shall be considered that the RFP document is complete in all respects and has been received by the Bidder.

Bihar Industrial Area Development (BIADA) reserves the right to modify, amend or supplement this RFP document including all formats and Annexure. Any such change would be communicated to the applicants by posting it on the website [www.biada1.bihar.gov.in](http://www.biada1.bihar.gov.in)

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

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

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

All such costs and expenses will remain with the Bidder and BIADA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and BIADA shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.

EXECUTIVE DIRECTOR [OPERATION]  
BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY  
PATNA, BIHA

**REQUEST FOR PROPOSAL (RFP) FOR OUTSOURCING OF MANPOWER SERVICES OF BIADA  
FACT SHEET**

<b>EVENTS</b>	<b>DATE &amp; TIME OF EVENTS</b>
Services to be offered	<b>Outsourcing of Manpower Services in BIADA.</b>
Cost of Tender Document (Non-refundable)	Rs.10000
Period of services to be offered	36 Months (3 Years)
Bid security /Earnest Money Deposit in Demand Draft	Rs. 10 Lakhs.
Performance Security	@10% of the Contract Value (to be calculated for the contract period of 36 months based upon the financial quoted rate by the bidder) which should be valid for 120 days beyond the contract completion period.
Publishing Date	-----
Website for downloading Tender	<a href="http://www.biada1.bihar.gov.in">http://www.biada1.bihar.gov.in,</a>
Document, Corrigendum's, Addendums, Etc.	It will be Published on BIADA Website.
Tender Fees (Online payment)	As per norms.
Pre-Bid Meeting	11.12.2025 at 11:00am BIADA Udyog Bhawan, Gandhi Maidan, Patna-4.
Bid Submission Start Date	09.12.2025
Bid Submission Closing Date & Time	22.12.2025 Up to 04:00 pm
Technical Bid Opening Date & Time	23.12.2025 at 11:00 am
Financial Bid Opening	After Evaluation of technical bid.
Method of Selection	Least Cost Selection method for Outsourcing services.
Address for Submission of Tender Document	Interested bidders can view the NIT on website
Contact details & address of communication	(a) Chanchal Raj DGM-ID, Mob.-9631594344 Email- dgm.id@bihar.gov.in



**1.2 ELIGIBILITY AND QUALIFICATION CRITERIA**

Criteria	Requirements	Documentary Evidence
	Qualification Criteria	To be submitted
Legal Entity	The bidder should be a single Business Entity. For the purpose of this Invitation for RFP document, a Business Entity shall mean a company registered in India under the Companies Act 1956, or proprietary firm or a partnership firm registered under the Limited Liability Partnership Act of 2008 or a Society registered under Society Registration Act 1860.	Certificates of Registration/ Incorporation
Registration	The Bidder must have statutory registration certificate with labor department.	Certificates of Registration
GST	The bidder should be registered under GST Registration for providing Manpower services. (Certified copy to be attached).	Supporting documents
Registration under the ESI and EPF Act	The bidder should have valid registration under the ESI and EPF Act. The bidder must have at least 100 employee on its payroll.	Supporting documents
Financial Capacity	Minimum Average Annual Financial Turnover of Rs 10 Cr. during the previous 3 years Financial Years i.e. F.Y 2021-22, 2022-23, 2023-24. The bidder must have a net worth of Rs 1 Cr. In last FY 2023-24.	Certificate from statutory auditor/ audited financial statements for the three previous financial years.
Work/Service Experience	The Bidder should have at least 3 work order of ongoing / completed projects in providing Manpower services.	Work order and Agreement Copy for deployment of trained Manpower, operation in central/ state government agencies including PSU/Autonomous organization
Bidder Financial Experience	Minimum Experience of having ongoing/ completed similar works during last 3 years ending as on 31st March 2024. Similar completed work costing not less than & amount equal to: - (a) A single contract (80% of estimated value of work) for an annual value of at least Rs.240 Lakhs; <b>or</b> (b) Two contracts (60% of estimated value of work) for annual value of Rs.150 Lakhs each; <b>or</b> (c) Three contracts (40% of estimated value of work for annual value) of Rs.120 Lakhs each.	Work order
Blacklisting	The Bidder should not have been blacklisted/banned/debarred/under investigation by any State Government or Central Government entity /PSU's on date of bid.	Self-certification
Branch Office	The Bidder should have Head office/Branch Office at Patna, which must be operational before 1st January'2025	Document pertaining to ownership of premises or Rent agreement copy with phone number & Electricity bill
Manpower (Employee) Strength	Minimum 03 work orders for supply of Manpower Services out of which one should demonstrate that the vendor is supplying at least 100 manpower every month in any one single contract.	EPF, ECR document, Self-certification letter





## SERVICE PROVIDER PAST EXPERIENCE IN WORK OR SERVICE CONTRACT

Minimum Experience of having ongoing /completed similar works during last 3 years ending as on 31st March 2025. Similar completed work costing not less than & amount equal to: -

- (a) A single contract (80% of estimated value of work) for an annual value of at least Rs.240 Lakhs; or
- (b) Two contracts (60% of estimated value of work) for annual value of Rs.150 Lakhs each; or
- (c) Three contracts (40% of estimated value of work for annual value) of Rs.120 Lakhs each.

## TIME FOR QUERY FROM SERVICE PROVIDERS

All pre-bid queries that are received by email on email address: [dgm.id@bihar.gov.in](mailto:dgm.id@bihar.gov.in) or before the date mentioned in the schedule will be addressed by BIADA in the Pre-bid Conference. BIADA shall aggregate and respond to all such queries as per the schedule bidding. The response to clarifications will be issued as a Corrigendum to the original tender document.

During the course of Pre-Bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration. BIADA shall endeavor to provide clarifications and such further information as it may, in its own sole discretion, consider appropriate for facilitating a fair, transparent and competitive bidding. In respect of clarification received, the following shall apply:

BIADA reserves the right not to consider any condition or query that, in the own sole discretion of BIADA, is found unacceptable.

If in BIADA's opinion, certain conditions are acceptable, in whole or in part, the same shall be finalized by BIADA and the accepted conditions will be published on BIADA website <http://biada1.bihar.gov.in>

## TENDERING PROCESS

Procedure for submission of the bids

A. Technical Bid Containing following :-

- (i) Tender Fees, EMD, Power of Attorney
- (ii) Cover letter & Eligibility criteria mentioned in 1.2
- (iii) Technical Proposal

B. Financial Bid Containing the following:-

- (i) Cover Letter,
- (ii) Financial Proposal

2. Financial Bids of only those bidders shall be opened whose Technical Bids are qualified. The bids opened by the duly constituted Committee in this office on notified time, date and place in presence of Bidders' duly nominated representatives (one per bid), if deputed by them. Intimation for opening of Financial Bids would be sent through e-mail or mobile/telephone only.

## BID EVALUATION CRITERIA

[i] In the first instance, the Technical Bids shall be opened by the Tender Evaluation Committee of BIADA, Patna in the presence of representatives of bidders, if available.

[ii] The date, time and venue for opening of the Technical Bids is given on Fact Sheet/cover page of this document;

[iii] The bidders may depute their representative for the Technical Bid opening event.

[iv] The Technical Bids will then be evaluated by BIADA, Patna, internally & all bidder who qualify in Technical bid shall be eligible & qualify for Financial bid opening, who would be informed in due course through email & Mobile/Telephone.

## Financial Evaluation

(i) The Financial Bid Evaluation of those bidders, who has qualified in technical bid shall be informed.

(ii) The decision of the MD, BIADA, Patna shall be final and binding. However, the bidders are free to seek clarification on bidding conditions, bidding process and/or rejection of the Bid.

#### Deciding the Award of Contract:-

Least Cost Method of Evaluation for selection of agency for Outsourcing of Manpower Services shall be the paramount requirement.

The decision of the award of the contract would be made as under:-

- i. The bidder qualifying in Technical proposals shall be eligible for participating in Financial Bid opening.
- ii. The Technically qualified bidder whose financial proposal is lowest shall be selected as L1.
- iii. If after Financial Bid opening, two or more firm has quoted same value, then selection shall be made through Lottery system. The name of successful Firm in the lottery shall be L1
- iv. The L1 bidder shall be awarded or invited for rate negotiation & Decision of M.D, BIADA shall be final.

#### Monitoring the Contract:

BIADA shall be involved throughout in the conduct of the contract and continuously monitor the performance of the bidder. BIADA may employ a third party auditor for quarterly monitoring of quality of services.

#### Late Bids

Late bids shall not be accepted and no correspondence in this regard shall be entertained.

The decision of the EXECUTIVE DIRECTOR (OPERATION), BIADA, Patna on any dispute, arising out of or relating to the contract, including the interpretation of a part or full of this document, shall be final and binding on the parties.

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### Essential Requisite for Manpower Services

1. Manpower services shall be required at BIADA HQ Udyog Bhawan, Patna and its 10 Cluster offices.
2. The staff employed by the agency will always keep identity cards with them for verification while working.
3. Provide summer and winter uniforms, identity card and safety items to his employees, as required under the law at his own cost. All personnel of the Agency will wear the uniforms in clean condition while on duty. BIADA shall not pay any extra charges to the Agency against these items. Uniform for various categories of workers to be provided by the Agency shall be decided in consultation with BIADA.
4. Agency shall deploy its authorized representative(s) and adequate supervisor(s) to be present at the place of work during all working hours to ensure satisfactory rendering of services under this agreement. Agency shall further exercise due and adequate controls over such deputed personnel and ensure that appropriate instructions/directions are issued to them in the course of the performance of the tasks under this agreement.
5. BIADA shall have the right to replace or stop any person without assigning any reason whatsoever and the substitute shall have to be provided by the Agency immediately, if required.
6. The staff to be provided by the Agency should be physically fit, healthy for performing manual & assigned duties and shall not be below 18 years of age.
7. All the persons to be provided should have good moral character. No criminal case shall be pending against any of the persons employed by the Agency. The Agency should ensure that his worker does not smoke, or indulge in activities like drinking alcohol, taking in toxicants or gambling.
8. The details of the persons deployed by the Agency with Bio-data, attested proof of Identity, photographs of all the persons shall be supplied to the BIADA office for record.
9. Obtain necessary license, permit, consent, sanction etc., as may be required or called for from / by local or any other authority for doing such work. The Agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time, whether of Central or State Govt. as applicable to him or to this contract without any liability and responsibility of BIADA, whatsoever it maybe.
10. The administration of BIADA shall be at liberty to check any time the deployment of persons by the Agency and in case of default shall deduct the wages of absentee personnel from monthly payment due to the Agency and impose penalty as deemed fit by BIADA. The decision of the Managing Director shall be final in this regard.
11. The Agency shall be liable for full fidelity of the personnel to be provided and in case of any pilferage/damage/theft/shortage is caused to the property of the BIADA due to the carelessness of the persons deployed by the Agency, the value as assessed shall be recovered from the payment due to the Agency under the contract. If some amount is still found recoverable, the Agency shall deposit the same within 15 days from service of notice by the BIADA.
12. The Agency shall make necessary arrangements and will take due care to prevent any damage to existing glass and steel structures of the building, intricate finishing on walls, ceiling and floors etc. due to any of his activities. The Agency shall be responsible for any damage to the existing infrastructure due to his activities and shall make good the same at his own cost. The decision of BIADA regarding cause and cost of damage shall be final. In case the Agency fails to make good the damage to the entire satisfaction of BIADA and the amount will be deducted from his bill.
13. In no event BIADA shall be liable to Agency, whether in contract, tort, under any warranty or any other theory of liability, for any special, incidental or consequential damages, including, but not limited to, loss of business or profits.
14. The Agency shall obtain all licenses, permissions, certificates, registrations by complying with all

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- statutory and prescribed rules and regulations, to enable the discharge of its obligations under this agreement, which shall be a condition precedent.
15. The Agency shall not pay to the persons engaged by him less than the minimum wages as approved under effective Minimum Wages Act, Govt. of Bihar.
  16. The Minimum wages ,notified by the Labour department, Govt. of Bihar. if revised, from time to time, the rates of various manpower shall also get revised, on approval from BIADA.
  17. BIADA will not be liable to pay any amount other than those settled in the contract. subject to clause 51 of this EOI. Any payment under provision of the ESI Act, 1948, Workman Compensation Act 1923, payment of Gratuity Act, 1948 and Employee's Provident Fund and Miscellaneous Provisions, Act 1952 or any other statutory liability shall be made by the Agency and challan/receipts must be closed with the monthly bill. The agency shall be solely responsible and liable for his persons under the provisions of Contract Labour (R&A) Act and the labour and services laws. A certificate to this effect will have to be submitted by the agency in separate challan in respect of manpower employed by him. The certified copy of challans must be submitted next month along with the bill.
  18. The Agency shall be paid against the monthly bills submitted by him at the mutually settled rates.
  19. The Agency shall maintain a daily shift-wise attendance record of the personnel deployed showing their arrival and departure time and submit an attested photocopy of the attendance record with the monthly bill to BIADA.
  20. Before submission of the bill, the Agency shall ensure that the payment of persons deployed by the Agency have been made for the billed period.
  21. Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of the contract.
  22. The agency must ensure the payment to staff by 5th of each month from his own resources through the bank cheque in the account of the worker and proof of credited amount should be produced with the coming month bill.
  23. TDS and other taxes (Income Tax-TDS & GST-TDS) as applicable will be deducted from agency's bill as per Govt. instructions from time to time.
  24. GST (if claimed by the Agency) will be reimbursed only after the submission of proof of payment of the said tax.
  25. In case of any change of constitution of the Agency, the rights of BIADA should not suffer. All personnel engaged under this contract by the Agency shall be employees of Agency. BIADA shall not have any liability/responsibility to absorb the persons engaged by the Agency and/or to extend any type of recommendation etc. for obtaining any job in BIADA or elsewhere.
  26. Agency shall maintain all records/registers as required to be maintained under various labour laws and other statutory laws in force and as amended from time to time.
  27. A local representative of agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the premises of BIADA, they shall work under the directives and guidance of the BIADA. This will, however, not diminish in anyway, the Agency's responsibility under contract to the BIADA.
  28. The Personnel deployed by the Agency should be disciplined and will not participate in any activity prejudicial to the interest of BIADA/Govt. of India/any State/or any Union Territory.
  29. In case any personnel of the Agency is implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/their duties for BIADA it shall be the sole responsibility of the agency to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to the BIADA.
  30. In case BIADA is implicated in any law suit on account of not full filling all or any obligations under any law or due to performance/non-performance of the duties by any personnel of the Agency, all cost of defending such suit settlement of claims penalty etc. shall be borne by the

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Agency or recovered from the due amounts payable to the Agency and/or from the security deposit held by BIADA.

31. In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments thereof, BIADA shall have full powers to retain any sums payable/becoming payable to the Agency, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Managing Director of BIADA shall be final in regard to all matters arising under this clause.
32. The decision of Managing Director, BIADA in regard to interpretation of the Terms & Conditions in RFP and Agreement shall be final and binding on the Agency.
33. The Managing Director, BIADA shall be the sole authority to decide and judge the quality of the service rendered by the Agency and all other matters and its decision shall be final and binding.
34. At the end of Contract Period/Termination of the Contract, the agency shall hand over the charge to the new service provider (appointed by BIADA) without any hindrance. In case of non compliance, the Security Deposit shall be forfeited.
35. The contract will be valid for a period of 3 Year (36 Months) and can be extended by another one year on the basis of satisfactory work performance.

**Penalty:**

1. Any violation of provisions of Agreement, Expression of Interest etc by the Service provider shall be viewed seriously and it will attract penalty of each default for non-payment of statutory dues such as Provident fund, ESI etc, untimely payment of the outsourced personnel's. More over, if such default persist even after levy of penalty in two or more occasion the agreement with such Service provider may be discontinued and the service provider may be blacklisted.
2. Ultimately payment to outsourced personals or statutory contributions dues such as EPF, ESI shall be treated serious misconduct will attract penalty.
3. Violation of provisions of contract at each occasion will attract penalty.
4. In case of premature termination of the contract based on any of the clause mentioned hereinabove, the security amount shall be forfeited.

**Arbitration:**

1. Any dispute or difference between the parties with regard to this Agreement and all connected and related matters whatsoever shall be discussed and settled amicably. In the event of failure to resolve the disputes or differences amicably, all such disputes or differences shall be referred to arbitration to an independent arbitrator appointed by M.D BIADA.
2. BIADA shall have right to increase emoluments of any workman at any point of time during the subsistence of the contract. Any such increase in amount along with applicable taxes for such concerned workman shall be borne by BIADA.

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## CHAPTER 2 CONDITIONS OF CONTRACT

### A. VALIDITY OF THE CONTRACT PERIOD

BIADA Patna would be selecting bidders for providing the services. (For different categories of contract staff). Contract, once awarded, shall remain valid for a period of 3 Years (36 Months). The contract can be extended further with mutual consent. However, the contract can be terminated by BIADA, Patna at any time without assigning any reason by giving a notice of one month.

### B. Performance Security Deposit/Refund of EMD

- a) The successful Supplier/ Bidder shall, within fifteen (15) days of award of contract, provide a Performance Security deposit. Performance Security Deposit would be for an amount of 10% (ten percent) of the value (to be calculated for the contract period of 36 months based upon the financial quoted by the bidder) of the awarded contract. Performance Security shall be furnished in the form of Account Payee/ Demand Draft in favour of BIADA Payable at Patna.
- b) EMD shall be refunded to the Selected Service Provider only after signing of the contract and receipt of Performance Security Deposit.
- c) EMD will be returned to unsuccessful bidders without interest within 30 days after award of contract or setting aside the tender, as the case may be.
- d) The proceeds of the Performance Security deposit shall be payable to the BIADA as compensation for any loss (including loss of opportunity, time or cost) resulting from the Bidder's failure to comply with its obligations under the Contract.
- e) The Performance Security deposit should remain valid for a period of 120 days beyond the date of completion of all contractual obligations. It shall be non-interest bearing.

### C. PROVIDING SERVICES/ SUPPORT

- For the resources deployed, the Bidder will keep with them their Police Verification completed and furnish the original Police Verification to BIADA, Patna while keeping a copy with themselves. The Bidder shall keep the details of present and permanent address (with proof), educational and technical qualification details, specimen signature, two passport size photographs of deployed resources and furnish this details/ information to BIADA, Patna as and when required.
- The Selected Service Provider will issue appointment order to the deployed resources only after checking his/ her documents of qualification and endorse a copy of the same to BIADA, Patna. The manpower deployed will be issued ID Cards by the Bidder, which the person deployed will always keep with him/ her and show on demand. This will be in addition to Entry Pass issued in favour of the deployed personnel at the workplace to facilitate his/ her entry in secured area/ office premises.
- The personnel hired from the Selected Service Provider will report to BIADA, Patna, who will assign them specific tasks as per requirement.

### D. PAYMENTS:

- i. Payments shall be released on a monthly basis against the pre-receipted bills received from the Selected Service Provider after ascertaining that the quality of the services rendered by the Bidder were satisfactory and all personnel deployed were present on all working days during the period covered by the bill.
- ii. The Select Manpower Service provider shall ensure that the GST amount paid by BIADA shall be shown in filled GSTR1, in order that BIADA shall be eligible to take Input tax Credit (ITC) every month. If the service provider is not complying the mandatory GST provisions, then payment to service provider bill shall be put on hold & the same shall be communicated to the concerned GST authorities for non-compliance. It is essential to note that GST provisions are very stringent in nature.
- iii. Payment to the personnel deployed by the Bidder should be done on or before the 5<sup>th</sup> of the following month and the payment to personnel is not connected with payment from the BIADA for the services rendered by the selected bidder.
- iv. The Selected Service Provider shall submit the Attendance Sheet, Payment Receipt, EPF Deposit Challan, ECR for EPF deposits, ESI Deposit Challans along with ECR for ESI deposits, of the

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- personnel deployed along with bill for every month, failing which payment cannot be made by BIADA, Patna.
- v. The Selected Service Provider shall make payment of Salary to the employees deployed in BIADA, Patna through account payee Cheque/Bank Transfer by 5th of the following month, proof of the same should be submitted to BIADA.
  - vi. The Bidder shall provide ESI cards to all the deployed personnel, wherever ESI is applicable.
  - vii. The Bidder shall provide PF A/c No. to all the deployed personnel, wherever PF is applicable.
  - viii. The Selected Service Provider will submit a copy of the appointment letter issued to the deployed resources along with the first bill for claiming reimbursement for the services provided to BIADA, Patna or its BIADAs or any other at BIADA, Patna's advice.
  - ix. No increase in the rates during the contract period shall be entertained for whatsoever reasons except that in case of increase in minimum wages by Government of Bihar as applicable to Patna region, the manpower rates will be revised proportionately.
  - x. The Selected Service Provider has to ensure and furnish a Certificate along with the monthly bill that payments to the personnel deployed at the request of BIADA, Patna have been made in strict compliance of the provisions of the Minimum Wages Act and that necessary payments on account of statutory provisions, for e.g. ESI / PF / Gratuity, etc., have been deposited with the concerned authorities, failing which the contract shall not only be terminated and performance security deposit forfeited, but also any other action, as deemed fit by BIADA, Patna shall be taken. The contractor shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, Payment of Wages Act, 1936. The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952, Payment of Bonus Act, 1965, the Minimum Wages Act, 1948, Employer' Liability Act, 1923, Employment of Children Act, 1938 and/ or any other Rules/Regulations and/or statutes that may be applicable to them and shall further keep the BIADA, Patna indemnified from all acts of omission, fault, breaches and or any claim, demand; loss; injury and expense arising out from the noncompliance of the aforesaid statutory provision. Contractor's failure to full fill any of the obligations hereunder and/or under the said Act's rules/regulations and/or any bye-laws or rules framed under or any of these BIADA, Patna shall be entitled to recover any of the such losses of expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from the contractor's monthly payments.
  - xi. The Selected Service Provider shall furnish a comprehensive list of all employees deployed by it at BIADA, Patna with the details of PF account numbers and ESI card numbers of each employee and as and when a new personnel is deployed by the Bidders, such details in respect of the said personnel shall be furnished within a month from the date of his/ her deployment.
  - xii. Final bill shall be paid after 30 days from the completion/ termination of the contract.

**E. PENALTY for NON- PERFORMANCE AND NON-PAYMENT**

- i. The Bidder will deploy the requisite resources/manpower within 15 working days of placing the work order by BIADA, Patna.
- ii. The Bidder shall make payment of Salary to the employees deployed in BIADA, Patna through account payee Cheque/Bank Transfer by 5th of the following month. In case the Selected Service Provider fails to make payment of salary by 5th day of the following month, delay shall be levied from the total bill value of the month. If Selected Service Provider fails to release the salary to the personnel deployed in BIADA, Patna by 5th day of following month without appropriate justification, BIADA, Patna reserves the right to cancel the work order and forfeit the performance security deposit besides taking any other action, as per law.
- iii. If in any month / months Service provider work is not satisfactory with respect to BIADA norms it will attract penalty upto 10% and penalty will be deducted from the monthly bill of Service provider
- iv. The defaulting Bidder (in executing the services) is liable to pay work order cancellation charges of 5% of value of work order (the sum of monthly consolidated salary to be paid to the manpower to be sourced under the specific work order), which will be realized through the pending bills or Security Deposit/PSD or by raising claims.
- v. As and when an employee is absent, replacement should be made available by bidder under intimation to BIADA, Patna. Otherwise, penalty as point number (ii) above will be levied.

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## **F. TIMINGS & HOLIDAYS**

The employees of the Bidder deployed at the premises of BIADA, Patna shall report for duty at 9:30 AM and shall remain on duty till 5:30 PM on all working days or as per the works schedule given to them. The employees shall be eligible for a lunch break of 1/2 an hour between from 1.00 PM and 1.30 PM. BIADA, Patna shall, however, have the right to detain all or some of the employees of the Bidder, beyond the above hours, on need basis.

## **G. OTHER GENERAL TERMS AND CONDITIONS**

- i. Any overwriting/ fluiding / corrections in the offer submitted by the Bidder should be authenticated by the signatures of the BIADA signing the bid. Failure on this account may lead to cancellation of the bid.
- ii. If any column in the prescribed Performa submitted to BIADA, Patna remains blank or filled with inappropriate/ incomplete information, the bid would be treated as incomplete and hence, rejected.
- iii. A copy of this document with each page signed (by the signatory signing the bid) in token of acceptance of the terms and conditions stipulated herein must be submitted with the Technical Bid. The Technical Bids not accompanied by a duly signed copy of this document shall be treated as incomplete and shall be rejected.
- iv. The persons deployed by the Bidder would not have any claim for employment or payment of wages or any other claim whatsoever against BIADA, Patna. The persons hired/ engaged from Bidder would not have any claim for compensation or any damage against BIADA in any event whatsoever outsourced Bidders would be responsible or answerable for any such claim.
- v. The Selected Service Provider shall be responsible for suitability, medical fitness and police verification of the character and antecedents of the manpower sponsored by it for deployment in BIADA, Patna.
- vi. The manpower deployed shall remain under the control and supervision of the Selected Service Provider and the Selected Service Provider shall be liable for payment of their wages and all other dues payable under various labour regulations and other statutory provisions.
- vii. The deduction of income tax from the bills of the Selected Service Provider will be made at source as per the provisions of the Income Tax Act 1962 and that the GST will be paid to the Bidder on total monthly bill amount as per provisions of the GST Act, wherever applicable.
- viii. In case any of the person(s) deployed by the Selected Service Provider does not come up to the mark in terms of general discipline or does not perform his/ her duties properly or indulges in any unlawful activity including riots or disorderly conduct, the Selected Bidders on the order of BIADA, Patna shall immediately withdraw such person[s] from the premises of BIADA, Patna and provide a suitable substitute.
- ix. The manpower supplied by the Selected Bidders may be rotated as per the instructions of BIADA, Patna from time to time during the currency of the contract.
- x. The Contract shall be governed by jurisdiction of Patna Courts. The terms of this document shall be interpreted as per Indian Laws.
- xi. Any losses or damages to the properties of BIADA, Patna or its Customers/ BIADAs caused due to negligence or malpractice indulged by the personnel deployed by the Selected Service Provider will be recovered from the Bidder and Bidder will bear all such costs.
- xii. Bidder to whom the contract is awarded will not charge any amount from the persons deployed on request of BIADA, Patna. In case any such incident(s) comes to the notice of BIADA, Patna, the contract awarded to the Selected Service Provider shall be cancelled and Performance Security deposit forfeited.
- xiii. The Bidder selected will be required to execute an Agreement with BIADA within 15 days of communication from BIADA, Patna about its selection for the purpose and the tax liability on this account shall be borne by the bidder concerned.

- xiv. The Bidder must have an office in Patna and in case it does not have any office in Patna it should open an office in Patna within 15 days of communication of its selection by BIADA, Patna.
- xv. The Bidder shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. BIADA, Patna shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Service Provider's employees performing duties under the contract.
- xvi. BIADA, Patna shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment's or vehicles of the personnel of the Service Provider.
- xvii. GST, Income Tax, EPF and ESIC:- No Bidder, who does not hold a valid PAN from Income Tax department and who is not registered under EPF and miscellaneous provisions Act 1952 and who is not registered with ESIC, shall not bid. The GST, PAN, EPF and ESIC should be quoted in the tender document without which the tender is liable to rejection.
- xviii. Contract Documents (Non-Disclosure Agreement) The Bidder shall not, without prior written consent from BIADA Patna, disclose the Contract or any provision thereof, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance. The Bidder shall not, without prior written consent of BIADA Patna, make use of any document or information made available for the project, except for purposes of performing the Contract. All project related documents issued by BIADA Patna, other than the Contract itself, shall remain the property of BIADA Patna and shall be returned (in all copies) to BIADA Patna, on completion of the Bidder's performance under the Contract if so required by BIADA Patna

**xv. Interpretation**

- i. If the context so requires it, singular means plural and vice versa.
- ii. Commercial Terms: The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by commercial terms. All the terms shall be governed by the rules prescribed in the current edition of commercial terms, published by the Indian Chamber of Commerce at the date of the Invitation for Bids or as specified in the bidding document.
- iii. Entire Agreement: The Contract constitutes the entire agreement between BIADA Patna and the bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- iv. Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by duly authorized representatives of each party thereto.
- v. No waiver: Subject to the conditions (f) and (g) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- vi. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- vii. The contract shall be governed by the provisions of BFRs, BIADA Act, regulation 2007 and instructions issued by various government organizations (e.g. but not limited to Ministry of Finance, CVC etc.) having jurisdiction to issue orders/instructions of procurement related matters. In case the provisions of Contract/Agreement/this Document is at variance with the Orders/Instructions issued by such government organizations, the Orders/Instructions will prevail.

- viii. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- ix. In case of any ambiguity in the interpretation of any of the clauses in the tender document, the interpretation of the clauses by Authorized Representative of BIADA Patna shall be final and binding on all parties.

**x. Language**

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/ Bidder and the BIADA Patna, shall be written in English only or as specified in the special conditions of the contract.
- b) Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate and authenticated translation of the relevant passages in English language. Supporting material, which is not translated in English, will not be considered for evaluation.

**xi. Notices**

- c) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with signatures. Faxes/emails shall be followed by written signed letter.
- d) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

**H. Applicable Law**

- a. The contract shall be interpreted in accordance with the laws of the Union of India and the Government of Bihar.
- b. The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Patna (Bihar, India)
- c. Any suit/legal action filed by any third party on account of the manpower services provided by the contractor against any individual(s) related/pertaining to this project shall be settled by the contractor at its own cost. BIADA Patna will NOT be a party to the same.

**xii. Deliverables**

The bidder shall be single point of contact with BIADA Patna and shall be solely responsible for the delivery of manpower as per the requirement of BIADA. The bidder whose tender is accepted shall arrange to supply the required manpower as per agreement/contract.

**I. Forfeiture of PSD:**

Performance Security Deposit shall be forfeited/invoked in the following cases: -

- a) When any term and condition of the contract is breached.
- b) When the Bidder fails to provide deliverables after partially executing the work order or bidder fails to fulfill its obligations under the contract.
- c) No interest will be paid by BIADA Patna on the amount of EMD and Performance Security Deposit.
- d) Forfeiture of Performance Security Deposit shall be without prejudice to any other right of BIADA Patna to claim any damages as admissible under the law as well as to take such action against the Bidder such as severing future business relation or black listing, etc., as may be deemed fit.
- e) The bidder should submit its Bids in two parts in the prescribed Performa enclosed (Performa for Furnishing Technical Bid in Part VII and Performa for Furnishing Financial Bid in Part VIII).
- f) Each page of the documents submitted with the bids including the bidding Performa must be signed by the Authorized Signatory and a stamp is affixed in token of authentication/ correctness of the documents.

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**J. Price Preference policy:-**

The single point registration schemes of NSIC gives exemption to MSMEs units participating in tender process from following criteria/requirements:-

- a) Availability of Tender documents free of cost
- b) Exemption from payment of Earnest Money deposit/Bid security

The participating bidders who have registered with NSIC shall be exempted from above conditions by submitting the required documents in technical bid opening.

**K. Rectification of Errors:**

Bidders are advised to exercise greatest care in entering the pricing figures. No requests regarding correction of mistakes in the financial bids will be entertained after the bids are opened. If any interlineations, erasures, alterations, fluid-marking, additions or overwriting are found the bid shall be rejected summarily. Arithmetic errors in bids will be considered as follows:

- (a) Where there is a discrepancy between the amounts in figures and in words, the amount in the words will be considered.
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the evaluation, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern or whichever is logically correct.
- (c) If the bidder does not accept the correction of errors, its bid will be rejected.
- (d) Notwithstanding the above, the decision of the Evaluation Committee shall be final and binding.

**L. Fraud and Corrupt Practices**

- a) The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, BIADA, Patna may reject a tender without being liable in any manner whatsoever to the tenderer, if it determines that the tenderer has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- b) Without prejudice to the rights of the BIADA, Patna under Clause (a) hereinabove, if a tenderer is found by BIADA, Patna 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 bidding process, such tenderer shall not be eligible to participate in any tender floated by BIADA, Patna.
- c) For the purposes of this Clause-(a) above, the following terms shall have the meaning hereinafter respectively assigned to them:

**M. "Corrupt practice" means**

- (i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or
- (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding 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 advisor of the BIADA in relation to any matter concerning the Project;
- (iii) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (iv) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;

**N. Consortium**

No consortium will be entertained by BIADA Patna. The bidder shall hold the full responsibility of

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the contract. Any consortium formed by the bidder at its end which was formed either to gain entry into the agreement with BIADA Patna or during the project for the execution of the agreement will be at the sole risk and responsibility of the bidder and would lead to rejection of tender or termination of contract with penalty.

**O. Subcontracts**

The Bidder shall not subcontract the awarded contract or part thereof.

**P. Reservation of Rights**

BIADA Patna reserves the right to:

- a) Extend the Closing Date for submission of the Proposals
- b) Amend the proposal requirements at any time, provided that the closing date is displayed on BIADA Patna website [www.biada1.bihar.gov.in](http://www.biada1.bihar.gov.in)
- c) Seek information from the bidders on any issue at any time.
- d) To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone options for which bid has been invited or distributed options to more than one bidder.
- e) Terminate or abandon the entire bidding process whether before or after the receipt of bids.
- f) Seek the advice of external consultants to assist BIADA Patna in the evaluation or review of proposals.
- g) Make enquiries of any person, company or organization to ascertain information regarding the Bidders and its proposal.
- h) Reproduce for the purposes of this Procedure the whole or any portion of the Proposal.

**Q. Conflict of Interest**

BIADA Patna considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited practice under BIADA Patna's Procurement Ethics.

In pursuance of BIADA Patna's Procurement Ethics requirement that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, BIADA Patna will take appropriate actions against the bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all Bidders found to have a conflict of interest shall be disqualified.

A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process, if including but not limited to:

- a) have controlling shareholders in common; or
- b) receive or have received any direct or indirect subsidy from any of them; or
- c) have the same legal representative for purposes of the Bid; or
- d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the tendering BIADA regarding this bidding process; or
- e) A Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid.

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## **R. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES**

"Force Majeure" shall mean any event beyond the control of BIADA or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster. As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, the Affected Party shall notify the other Party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:
  - a) the date of commencement of the event of Force Majeure;
  - b) the nature and extent of the event of Force Majeure;
  - c) the estimated Force Majeure Period,
  - d) reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
  - e) The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
  - f) Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

## **S. Settlement of Dispute**

**Arbitration:** In the event of any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred (as per the Arbitration and Conciliation Act, 1996 of Government of India or any statutory modifications or re-enactment thereof) to the sole arbitrator to be appointed by MD, BIADA. The award of the arbitrator shall be final and binding on both the parties under Patna courts shall have jurisdiction for any disputes and the venue for arbitration shall be Patna. Fee payable to the Arbitrator has to be shared equally by the parties.

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### CHAPTER:- 3 SCHEDULE OF REQUIREMENTS

As part of the Bid process, BIADA is releasing this RFP to receive responses from eligible Bidders and select the most appropriate implementing Bidder for providing manpower services.

#### Scope of Work

- I. The BIADA, Patna requires the services of reputed, well established Organizations to provide manpower support services as specified in this Tender Document (RFP) including personnel to function in Bihar on need based basis.
- II. The educational qualification, proficiency, experience, as enclosed in this Tender Document (RFP), while requesting for deployment & keeping in view the provisions of minimum wage Act
- III. On receipt of the request, the Selected Service Provider will be required to provide sufficient number of personnel for each service.
- iv. Presently, the requirement of persons is more than 43 at different levels and their educational qualification, proficiency and experience, etc. shall be as per the requirement schedule given in this Tender Document (RFP)

### CHAPTER-4 SPECIFICATIONS AND ALLIED TECHNICAL DETAILS

#### ANNEXURE-I

List of services required and scope of duties and current requirements:

Sl.No	Category of Staff	Post in Nos.	Qualification	Experience
1	Driver	20	10 <sup>th</sup> Passed having commercial / LMV driving license.	Should have minimum 05 year of experience in driving
2	ITI Trained Electrician	07	12 <sup>th</sup> Passed and having ITI certificate with government recognized institute in electric trade.	Should have minimum 02 year of experience in electric work.
3	Amin	08	12 <sup>th</sup> Passed having diploma / certificate in Amanat.	Should have minimum 0-2 year of experience in the same.
4	Multi-Tasking Staff	08	12th Pass	Should have minimum 02 year of relevant experience in related field.
Total		43		

NOTE: - Manpower requirement may be Increased/Decreased in future as per requirement.

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

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## CHAPTER 6:- CONTRACT FORM

This agreement is made on .....between Bihar Industrial Area Development BIADA, Patna (Hereinafter called BIADA which expression shall unless excluded by repugnant to context, include his successors and assignees) and ..... (Hereinafter called the Manpower Service provider which expression shall unless excluded by or repugnant to context, include his successors and assignees) on the other part. The agreement shall remain valid from ..... to .....

1. Whereas BIADA has invited Tender/bid for providing Manpower Service.
2. BIADA has approved the tender for the work at an amount of as per work order .The work is to be carried out as per the direction of the competent BIADA.
3. The scope of services to be rendered under each item can be increased or decreased as per requirement to be decided mutually between BIADA and contractor and monthly payable for that item will be increased or decreased as per the rate already approved.
4. The contract period shall be initially for Three (3) Years with effect from ..... to ..... which can be extended on mutual consent of both the parties, subject to satisfactory performance of the contractor during the period of contract.
5. It shall be the sole responsibility of the contractor to ensure effective services and if there is any loss/shortage of any material during the course of their duties on account of dishonesty, theft, connivance or due to any cause other than natural calamity, the same shall be recovered from the agency.
6. The bidder will take all steps as required under law in case of any loss or other contingency in consultation with BIADA.
7. The Selected Service Provider has furnished a performance Security of Rs. ....../-(Rupees .....Only) in shape of DD/Bank Guarantee No.....dated ..... duly pledged and renewed up to ..... in favour of BIADA, Patna which shall carry no interest.
8. That in case of any dispute arising between the parties w. r. t. the contract, interpretation of the terms of any claim whatsoever, Executive Director [Operation], BIADA or any person appointed by him shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act- 1996 shall be applicable. The Selected Service Provider shall have no objection to the designated arbitrator or other appointed person as arbitrator by him. The place of arbitration proceeding shall be at Patna.
9. All machinery/equipment/material etc. required for Manpower Services of BIADA will be provided by the service provider.
10. The Selected Service Provider will not sub-let the contract of these services to any other agency or individual(s).
11. The contract amount of this work is as per the rate approved with services charges.
12. The Selected Service Provider will be responsible for compliance of various statutory obligations like EPF, ESI, minimum wages act, workman compensation act and other laws enacted from time to time.
13. BIADA will make payment by RTGS against the bill for a particular month raised by the Selected Service Provider forwarded by the authorized official/officials of BIADA with proper verification of daily attendance and approvals. The Selected Service Provider will pay the salary as per applicable Wages on monthly basis to the

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- deployed personnel in his bank account by the last working day of every month and if it is a holiday, then the next immediate working day. Second party will attach the proof of such payment of wages to the personnel along with his payment of PF and ESI for the previous month when raising the bill for the next month. The Bill/invoice shall be produced before BIADA in the first week of the immediate month.
14. That in case of revision of minimum wages and GST, BIADA would also make the revision in the rates based on the same, from the date of such notification.
  15. The Selected Service Provider shall maintain absolute security with regard to all the matter that comes to his knowledge by virtue of this contract.
  16. The responsibility for implementing the instructions/ guidelines for working on national holidays and Sunday would be of the selected bidder.
  17. Since the personnel will be employees of the selected bidder, BIADA will not have any concern or relation with them either directly or indirectly. All statutory obligation shall be discharged by the Selected Service Provider and there shall be no liability of BIADA in that respect.
  18. Selected Service Provider will ensure that the staffs are periodically changed to ensure better output and result.
  19. Selected Service Provider shall deploy its authorized representative(s) and adequate supervisor(s) to be present at the place of work during all working hours to ensure satisfactory rendering of services under this agreement. Selected Service Provider shall further exercise due and adequate controls over such deputed personnel and ensure that appropriate instructions/directions are issued to them in the course of the performance of the tasks under this agreement. He has to further ensure that all his staff/s deployed on site are in proper uniform and carry identity cards at all time on the premises.
  20. The Selected Service Provider shall be responsible for any damage to the existing infrastructure due to his activities and shall make good the same at his own cost. The decision of BIADA regarding cause and cost of damage shall be final. In case the Selected Service Provider fails to make good the damage to the entire satisfaction of BIADA and the amount will be deducted from his bill.
  21. In no event BIADA shall be liable to the selected bidder, either under contract, tort or under any warranty or any other theory of liability, for any special, incidental or consequential damages, including, but not limited to, lost business or profits.
  22. The Selected Service Provider shall obtain by complying with all statutory and prescribed rules and regulations, all licenses, permissions, certificates, registrations to enable to discharge its obligations under this agreement, which shall be a condition precedent.
  23. It is clearly understood by both the parties that this agreement is a commercial agreement and no one is creating any employment, RFP and other communications shall be part and parcel of this Agreement.
  24. The workmen of the Selected Service Provider shall have no privity of contract with the company and there shall be no master servant relationship between BIADA and the selected bidder's workmen of any nature whatsoever.
  25. Any loss due to negligence, if proved, by the staff deployed by the Selected Service Provider will be compensated by him.
  26. Selected Service Provider or his representative will remain in constant touch with concerned official of BIADA for better understanding and effective work.

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27. All records, attendance registers and documents will be maintained and kept by the selected bidder.
28. That the terms of tender/RFP which have not been mentioned in the contract shall also apply and form part of the contract for all the intents and purposes.
29. Decision of BIADA with regard to interpretation of the Terms and Conditions of the Contract shall be final and binding on the selected bidder.
30. That in case of any loss being suffered by BIADA or the violation of the terms and conditions of contract; BIADA shall have right to deduct all claims against Selected Service Provider from the security and BIADA shall have right to forfeit and deduct the claim amount from the security amount partly or entirely as per the claim.
31. That in case if the Selected Service Provider withdraws from the contract within the period of contract, BIADA shall forfeit the security amount without any refund.
32. Termination: the Contract may be terminated by giving one months notice, in case the agency:

- a. Assigns or sub-contracts any of this service.
- b. Violation/contravention of any of the terms and conditions mentioned herein.
- c. Does not improve the performance of the services in spite of instructions.
- d. Any violation of instruction/agreement or suppression of facts.
- e. Selected service provider being declared insolvent by competent court of law.

If selected service provider wishes to exit this contract, a one month notice in advance should be produced by him before BIADA.

On termination of the contract, it shall be the responsibility of the selected service provider to remove his men and materials within days/on or before date as specified in termination order. BIADA shall not indemnify any loss caused to the selected service provider by such terminations, whatsoever it may be. During the notice period for termination of the contract in the situation contemplated above, the contractor shall keep on discharging his duties till the expiry of such notice period.

33. Penalty: The administration of BIADA shall be at liberty to check at any time, the deployment of persons by the Selected service provider and in case of default shall deduct the wages of absentee/s from monthly payment due to the Selected service provider and impose penalty as deemed fit by him. The penalty can be imposed as decided. The decision of Managing Director, BIADA shall be final in this regard. In case of pre mature termination of the contract due to any of the clauses of Termination, the security amount shall be forfeited.
34. Arbitration: Any dispute or difference between the parties with regard to this Agreement and all connected and related matter whatsoever shall be discussed and settled amicably. In the event of failure to resolve the disputes or differences amicably, all such disputes or differences shall be referred to arbitration to an independent arbitrator appointed by Managing Director, BIADA.
35. Notwithstanding anything specified in clauses above, the Selected service provider shall be responsible to take all majors to maintain the look, beauty, cleanliness, hygiene and sanitation of the building and the premises
36. The Select Manpower Service provider shall ensure that the GST amount paid by BIADA shall be shown in filled GSTR1, in order that BIADA shall be eligible to take Input tax Credit (ITC) every month. If the service provider is not complying the mandatory GST provisions, then payment to service provider bill shall be put on hold & the same shall be communicated to the concerned GST authorities for non-compliance. It is essential to note that GST provisions are very stringent in nature.

This Witness whereof both the parties have set and subscribed their respective hands with their seal in Patna in the presence of the witness :-

**FOR BIADA, Patna**

**For (Selected service provider)**

**Witness:**

**Witness:**

1.

1.

2

2.

dx

**CHAPTER- 7 OTHER STANDARD FORM**  
**ANNEXURE-I**  
**CERTIFICATE**

(PROFORMA FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN BIADA)

(To be executed on Rs.100/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)I ..... S/o

Sh.....

.....R/o.....

Hereby certify that none of my relative (s) as defined in the tender document is/are employed in BIADA as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, BIADA, Patna shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the tenderer with seal

The near relative (s) means:

a) Members of a Hindu Undivided family;

b) They are husband and wife.

c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter- in-law), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled, and earnest money/performance security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Signature of the Tenderer with seal



**ANNEXURE-II  
CERTIFICATE**

**DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING  
FROM TAKING PART IN GOVT. TENDER BY BIADA/GOVT. DEPT**

(To be executed on Rs. 100/- stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I / We Proprietor / Partner (s) / Director (s) of M/s..... hereby declare that the Firm/company namely M/s..... has not been blacklisted or debarred in the past by BIADA or any other Government organization from taking part in Government tenders.

Or

I / We Proprietor / Partner (s) / Director (s) of M/s..... hereby declare that the Firm/company namely M/s..... was blacklisted or debarred by BIADA, or any other Government Department from taking part in Government tenders for a period of ..... years w.e.f. .... The period is over on ..... and now the firm/company is entitled to take part in Government tenders. In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by EXECUTIVE DIRECTOR [OPERATION], BIADA, Patna and EMD/SD shall be forfeited. In addition to the above EXECUTIVE DIRECTOR [OPERATION], BIADA, Patna will not be responsible to pay the bills for any completed/ partially completed work.

Signature.....

Name.....

Capacity in which assigned: .....

Name & address of the firm: .....

Seal of the firm should be  
Affixed

Dated:

Signature of Bidder with seal.

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors

dx

**ANNEXURE-III  
CERTIFICATE**

**LETTER OF AUTHORISATION FOR ATTENDING THE OFFICE**

**(Must be submitted to Executive Director (Operation), BIADA, Patna on or before date of bid opening)**

Ref : \_\_\_\_\_

Date : \_\_\_\_\_

To

The EXECUTIVE DIRECTOR [OPERATION]

BIADA,

1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna, Bihar 800004

Dear Sir,

Ms. /Mr. \_\_\_\_\_ is hereby authorized to sign relevant documents on behalf of the agency for the tender for "Providing manpower services at BIADA Patna". She/He is also authorized to attend meetings & submit technical & financial information as may be required by you in the course of processing above said tender.

Thanking you,

Authorized Signatory

Representative Signature

Company Seal

(Maximum one representative will be permitted to attend the office. Permission for entry to the office may be refused in case authorization as prescribed above is not received)

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**ANNEXURE-IV**  
**Format Power of Attorney**

(On Stamp paper of relevant value)

Know all men by the present, we \_\_\_\_\_ (name of the company/firm and address of the registered office) do hereby appoint and authorize Shri/Smt. \_\_\_\_\_ (full name and residential address) who is presently employed with us holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal in response to the tender document by BIADA Patna, including signing and submission of all the documents and providing information/responses to BIADA Patna in all the matters in connection with our bid.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

For \_\_\_\_\_

(Signature) \_\_\_\_\_

(Name Designation and Address) \_\_\_\_\_  
\_\_\_\_\_

Accepted

Signature) \_\_\_\_\_

(Name & Designation) \_\_\_\_\_

Date: \_\_\_\_\_

Business Address: \_\_\_\_\_

dx

**ANNEXURE-V**  
[On a stamp paper of Rs.100/-]

**UNDERTAKING**

To,

The EXECUTIVE DIRECTOR [OPERATION]  
Bihar Industrial Area Development BIADA  
1st Floor, Udyog Bhawan, East Gandhi Maidan Road, Patna, Bihar 800004

Name of the firm/ agency \_\_\_\_\_

Name of the tender \_\_\_\_\_ Due date: \_\_\_\_\_

Sir,

1. I/ We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ ourselves to abide by the said terms and conditions.
3. I/ We abide by the provisions of minimum wages act, contract labour act and other statutory provisions like Provident Fund Act, ESI, Bonus, Gratuity, Leave and any other charges applicable from time to time. I/ We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/ We shall provide trained and qualified contractual manpower.

(Signature of the Bidder) \_\_\_\_\_

Name and address of the Bidder \_\_\_\_\_

Telephone No. \_\_\_\_\_

**ANNEXURE-VI**  
**Letter of undertaking**

**(ON THE LETTER HEAD OF THE BIDDER)**

To

The EXECUTIVE DIRECTOR [OPERATIONS]  
Bihar Industrial Area Development BIADA  
1st Floor, Udyog Bhawan, East Gandhi Maidan Road, Patna, Bihar 800004

Sub: Tender Document for Selection of Agency for Outsourcing of Manpower Services of BIADA

Sir,

This bears reference to BIADA Patna tender for dated. We have critically examined the proposal and hereby, accept all the terms and conditions for submitting bid as mentioned in this tender Document. We hereby certify that no terms and conditions have been stipulated by us in the Financial Bid and all declarations/undertakings are in the format prescribed.

Until a formal contract is prepared and executed, this proposal, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We understand that you are not bound to accept the lowest or any proposal you may receive.

The above document is executed on \_\_\_\_/\_\_\_\_/2025 at (place)\_\_\_\_\_and we accept that if anything out of the information provided by us is found wrong our tender/ work order shall be liable for rejection.

Thanking you,

Yours faithfully,

Name of the Bidder:  
Authorized Signatory:  
Seal of the Organization

Date:

Place:

8X

**Annexure -VII**

**DETAILS OF SIMILAR WORKS EXECUTED**

Sl. No	Name of Work, project name, location	Owner of sponsoring organization	Cost of Work (in Rs. Lakhs)	Date of Commencement Of contract	Stipulated date of completion	Actual date of completion	Litigation / Arbitration Pending in progress with details, if any	Name, Designation and Address/ telephone number of officer to whom reference may be made	Remarks

Name of the Bidder: -  
Authorized Signatory: -  
Seal of the Organization: -

**CHAPTER 5**  
**FINANCIAL BID FORM**

**BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY**

First Floor, Udyog Bhawan, East of Gandhi Maidan, Patna

**FINANCIAL BID FORM**

**PRICE SCHEDULE AND FINANCIAL BID DETAILS**

**PERFORMA FOR SELECTION OF AGENCY FOR MANPOWER SERVICES AT BIADA, PATNA**

<b>NAME OF THE BIDDER</b>	
<b>ADDRESS OF THE BIDDER with e-mail id.</b>	

**QUOTING SHEET FOR BIDDERS**

**RFP - 03/HK/BIADA/2025-2026**

		A	B	C	D	E	F
	Category of Staff	Wages (Not below the Minimum Wages as per Bihar Govt. Notification)	EPF & ESI	Agency commission including all taxes	AMOUNT (A+B+C)	No. Of Persons required	Gross Total (DxE)
A	Amia					8	
B	Driver					20	
C	Electrician (ITI Trained)					7	
D	Multi-Tasking Staff (MTS) .					8	
<b>Total</b>						<b>43</b>	

**Note:**

1. The Service charge should not be less than as per statutory orders. The bidder shall quote service charges percentage up to 2 decimal points. If the bidder quotes percentage with more than 2 decimal points then the quote up to two decimal points will be taken into consideration without rounding up.
2. BIADA, Patna reserves the right to cancel this tender in case no satisfactory bid is received. In that case, it can re-tender the requirement.
3. BIADA, Patna can accept or reject any offer without assigning any reason whatsoever,
4. The Bidder awarded the contract shall not be allowed to withdraw or transfer the offered contract in the name of some other vendor, company or its Principal, in case, it withdraws its offer, the Earnest Money Deposit shall be stand forfeited.
5. I/We have gone through the terms & Conditions stipulated in the tender document and confirm to abide by the same. A copy of the tender document with its each page signed, in token of acceptance of the terms & Conditions is enclosed,
6. Certified that I/We have carefully quoted the rates both in words and numeric/figures. In case of dispute, rates quoted in words shall be final.
7. If the Quoted Total amount payable by two or more Bidder are same/tie, then for Bidder's Selection, Lottery system of selection shall be applied.

NOTE:- The Number of Post denoted above are derived with Current Manpower requirement.  
But In future the number of manpower requirement may be increased/Decresed accordingly.

**DECLARATION:**

- (a) It is certified that the information furnished above is correct.
- (b) The signatory to this bid is authorized to sign such bid on behalf of the organization.

Name of the Bidder:-  
Authorized Signatory:-  
Seal of the Organization:-

*(Handwritten Signature)*