



BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY

Selection of an agency for integrated security services

For Re Tender RFP- 01/HK/SECURITY/BIADA/2026-27

Bihar Industrial Area Development Authority (BIADA) invites Request for Proposal of Integrated Security Services from Agencies.

An interested Agency is invited to participate in tender process. The proposal can be submitted from 02/05/2026 to 02/06/2026 by 05.00pm. Detailed Request for Proposal can be downloaded from www.biada1.bihar.gov.in/activetender & <https://eproc2.bihar.gov.in/> In future all notices/information related to this RFP shall be uploaded on www.biada1.bihar.gov.in & <https://eproc2.bihar.gov.in/> only.

By the order of M.D, BIADA

Executive Director,(Operation)
BIADA, Patna

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

Website: www.biada1.bihar.gov.in Email: dgm.id@bihar.gov.in ☎-0612-2675002 & 2675991

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10/1/18

Request for Proposal (RFP)
On
'Integrated Security Services'



Bihar Industrial Area Development Authority

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

Website: - www.biada1.bihar.in

Handwritten signature or initials in blue ink.

NOTICE INVITING TENDER
Request for Proposal
For
Providing 'Integrated Security Services'
At

Bihar Industrial Area Development Authority, Patna.

The Managing Director of Bihar Industrial Development Authority, Patna (hence forth referred as BIADA, Patna) invites e-tenders under Two-Bid system from reputed security agencies, having capacity to provide integrated security services with required number of uniformed trained manpower along with necessary electronic and other surveillance equipment's for maintaining the security at the BIADA, Patna for a period of 03 years further extendable depending upon the performance at BIADA, Patna.

Name of work	Integrated Security Services for three years, further extendable depending Up on the performance at BIADA, Patna.
Tender cost (in Rs.)	Rs 10000/- (Ten thousand rupees only) + 18% GST = Rs. 11800/- (Eleven Thousand and Eight Hundred rupees only)
EMD / Bid Security (in Rs.)	Rs. 20.00 Lakhs (Twenty Lakhs rupees only)
Performance Bank Guarantee	@5% of the Contract Value, which should be valid for 90 days beyond the contract completion.

The tender details shall be available on BIADA Patna website (www.biada1.bihar.gov.in) from where it can be downloaded and a demand draft of Rs 10000/-Rupees (Ten thousand rupees only) + GST @ 18% in favour of BIADA payable at Patna should be submitted before opening of technical bids.

Technical bids will be opened by the Tender Committee. In case, any holiday falls on the day of opening, the tenders will be opened on the next working day at the same.

BIADA may increase or decrease date as per requirement. The Competent Authority of BIADA, Patna reserves right to relax/amend /change any of the above parameters i.e. posts/number of posts/eligibility qualification/scope of work etc.

The agency shall ensure that the engaged manpower as per the description not only performs within its requisite scope of work but also ensure maintenance upkeep & safety of the Areas, Stores, Furniture etc. as well as harmonious and cordial relationships with the employees, visitors, guests or any other persons within the Areas/premises. The agency will be held responsible for any illegal action by the deployed personnel.

Their deployment will be in general shift or round the clock in 3 shifts at BIADA head office and its all industrial areas direction given by higher authority. The Agency will provide to all deployed personnel uniforms, name badges and identity cards. The Agency will also ensure that engaged manpower should maintain vigil and remain alert on respective official performances. The requirement of man power in above defined categories or in additional categories may increase or decrease.

Important Notes:

- a) All the documents related to the eligibility criteria will be uploaded by making index according to serial number, if the tender is not received with index then it will be considered as invalid.
- b) All the documents related to the data for evaluation of technical bid will be uploaded by making index according to serial number if the tender is not received with index then it will be considered as invalid.

Disclaimer

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by Bihar Industrial Area 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.

Fact Sheet

Sr. No.	Particulars	Details/Date
1	RFP/ Tender Availability	02.05.2026
2	Bid Document Download	02.05.2026
3	Date of Pre-Bid Meeting	06.05.2026 at 3:00 PM at BIADA Head Office
4	Proposal Submission Last Date	02.06.2026 by 4:00 PM
5	Technical Proposal Opening	03.06.2026 at 3:30 PM
6	Financial Bid Opening	After evaluation of Technical Bid
7	Letter of Award	After evaluation of Financial Bid
8	Website for tender documents.	www.biada1.bihar.gov.in & www.eproc2.bihar.gov.in
9	Website for uploading tender documents	www.eproc2.bihar.gov.in
10	Cost of Tender (Demand Draft) (Non-refundable)	Rs.-11800/- (Eleven thousand and eight hundred rupees only) (including GST)
11	Earnest Money Deposit (EMD) in the form of BG/DD/FD	Rs. 20.00 Lakhs (Twenty Lakhs rupees only) in the favour of BIADA, Patna
12	Performance Bank Guarantee	@5% of the contract value, which should be valid for 90 days beyond the contract completion.
13	Contact Details / Address of communication.	Executive Director (Operation), BIADA Patna. D.G.M. (I.D), BIADA, Patna. Mob. No.- 7992259681 e-mail:- Dgm.id@bihar.gov.in 1st Floor, Udyog Bhawan, Gandhi Maidan, Patna-800004 Website: - www.biada1.bihar.in

Note:

- BIADA reserves the right to change any schedule of bidding process and can cancel the bid at moment/any stage.
- 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. Please visit BIADA website mentioned in document regularly for the same.

2. Background Information

1. Introduction

Bihar Industrial Area Development Authority (BIADA) is a statutory Authority so constituted under the provisions of BIADA Act, 1974 (as amended from time to time) which has been established for the planned development of Industrial Areas, promotion of Industries and matters appurtenant there to. The whole of the Authority following Industrial Areas spanning whole of Bihar.

IA Fatuha	Industrial Area, Hathua Phase-1	Industrial Estate, Munger	IA Sikandrapur
IA Patliputra	Industrial Area, Hathua Phase-2	IA Banmankhi_CBG	MIP Bihta
IA Damodarpur	Industrial Area, New Siwan Phase-1	IA Supaul_CBG	IA Lohat Phase-1_CBG
IA Dumaria	Industrial Area, New Siwan Phase-2	IA Forbesganj	IE Bela
IA Korra	Industrial Area, Siwan	LIE Barari	Industrial Area, Donar
IA Mahbal	EPIP Hajipur	IE Katihar	Industrial Estate, Dharampur
IA Panapur	Industrial Area, Goraul Phase-I	IA Bhediadangi	IA Jhanjharpur
Leather Park Mahwal	Industrial Area, Goraul Phase-II	IA Khagara	IA Lohat Phase-1
MFP Damodarpur	Industrial Area, Hajipur	Leather Cluster Bhediadangi	IA Lohat Phase-2
IA Sitamarhi	IA Bariyarpur_	IE Murliganj	IA Lohat Phase-3
IA Bettiah	IA Bishunpur Dhram_	MGC Udakishanganj	IA Pandaul
IA Kumarbagh	IA Korra_	IA Banmankhi	IA Sakri
IA Ramnagar	IA Kumarbagh_	IE Purnea City	IA Samastipur
IA Muzaffarpur	IA Raxaul	IGC Maranga	IA Aurangabad
IE Muzaffarpur	IA Bariyarpur	IA Baijnathpur	IE Barun
IE Biharsharif	IA Bishunpur Dhram	IA Saharsa	IGC Aurangabad
IA Gaya	IA Parbatta	IA Supaul	
IA Guraru	IA Parbatta_CBG	IA Bihiya	
IA Manpur	IA Barauni	IGC Gidha	
IE Jehanabad	IGC Begusarai	IA Buxar	
IA Nawada	IA Gogri	IA Dumraon	
IA Warisaliganj	IGC Khagaria	IA Nawanganar	
IA Bikramganj	IE Lakhisarai	IA Bihta	
IA Dehri	IA Jamalpur	IA Kopakala	
IA Sasaram	IA Sitakund	IA New Bihta	

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

ORGANISATION STRUCTURE OF AUTHORITY

Authority is divided into 2 Zones which includes 94+ Industrial Areas spanning whole of Bihar.

1. Objective

Engagement of Bidder/Company for providing round the clock Integrated Security Services at BIADA, Head Office/ Cluster Offices/ Industrial Areas/ Industrial Estate/ Growth Centers/ Mega Industrial Park etc. of Authority.

3. Eligibility Criteria.

The Bidder need to fulfill the following minimum eligibility criteria:-

Clause	Qualification Criteria	Supporting Documents/Remarks
3(a)	The Bidder may be a proprietorship, Partnership firm, LLP firm or company registered in India under company act or a society registered under society registration act 1860, who possess the required licenses, registrations etc. as per law.	A valid PSARA license issued in the name of the bidder, for the state of Bihar.
3(b)	The Bidder should have a minimum 3 years' experience of providing integrated manpower services and at least one year of security services.	Work orders for deployment of trained security manpower, & experience in operation of 100 cameras for surveillance, to Central/State Govt. Agencies including PSU/Autonomous Organizations, etc.
3(c)	Average Annual financial turnover during the last 3 years (i.e. 2022-23, 2023-24 and 2024-25), ending 31 st March of the previous financial year, should be at least INR 30 crores.	The bidder must submit the audit report of the relevant financial year with technical bid. Note- Attach audited balance sheets and profit and loss account statements. Details of annual turnover should also be duly certified by the statutory auditor. (Amount Exclusive of GST will be considered for evaluation).
3(d)	The bidder should have experience of completion/ongoing manpower services in the last three financial years (from 01st April 2022 till 31st March 2025) in Industrial Area of Government/Semi Government contract/PSU etc. i. One similar completed work costing not less than the amount equal to INR 25 Crores. Or, ii. Two similar completed work costing not less than the amount equal to INR 15 Crores. Or, iii. Three similar completed work costing not less than the amount equal to INR 10 Crores.	Work referred above should be in the name of a firm as a single entity and not aggregates of joint venture firms/associates or cartels.
3(e)	The bidder should be licensed as a Service Provider under the Contract Labour (Regulation & Abolition) Act, 1970 for any Security contract. OR The bidder must furnish an undertaking in the bid that the bidder shall apply, within 30 days from the date of award of Contract, to the appropriate Labour authority for Labour License to provide the Services and obtain a License within a reasonable time.	Documentary evidence in respect of above should be submitted along with the bid. Submit a copy of the same to BIADA Patna.
3(f)	The Bidder preferably have an independent office set up in Patna.	Lease Agreement of the office premise/ Electricity Bill.

		In case the Bidder is not having an office currently in Patna then bidder needs to provide an undertaking to start an office in Patna within 30 days from the award of the contract.
3(g)	The bidder should essentially have valid License under, Private Security Agency (Regulation) Rules, 2005 issued by the controlling authority under Government of Bihar as on date of Publication of this tender.	License Copy Those agencies who have applied for issue of new licenses on or after date of publication of this tender will not be considered.
3(h)	The bidder must have its own Security Training Academy or Tie-up with a registered Security Training Academy in the name of the bidder to impart training. Training Centre should also comply as per PSARA guidelines.	Relevant Documents to be enclosed.
3(i)	1. The bidder must not have incurred loss in any of the last three financial years 2022-23, 2023-24 & 2024-25. 2. The net worth of the company as on 31st March 2025 must be minimum 10 crores. 3. The average Profit After Tax to Turnover ratio of the bidder for the last three financial years (2022-23, 2023-24 & 2024-25) should not be less than 1.5%.	Necessary certificate duly certified from a Chartered Accountant to be enclosed.
3(j)	Bidder must not have been debarred /blacklisted currently or on any previous occasion by any of the Central/State Departments /Institutions/Local Bodies/Municipalities/ PSU /Public Sector Banks/Public Limited/Government /Autonomous bodies.	An affidavit on Rs 100/-Non-Judicial stamp paper duly notarized shall be enclosed with the technical bid to that effect.
3(k)	There are no ongoing criminal case/ vigilance enquiry/labour disputes against the Firm/ Partners/Proprietor/Society /Director of the company, and he /she has never been convicted or punished by any Hon'ble court of law.	An affidavit duly certified by a notary to be submitted.
3(l)	It is mandatory to fill all the forms which are attached with this tender documents. (Form-1 to Form-6). The bidder should possess following documents. 1. Pan Card Number under the Income Tax Act 2. EPFO Registration Certificate 3. ESIC Registration Certificate 4. GSTN Registration Certificate. 5. Registered under Shops & Establishments Act. 6. GST Return 1 filed for last 12 months from the date of publication of tender. GSTR-3B (Monthly self - declaration) filed for last 12 months from the date of publication of tender. 7. Copy of proof of depositing towards EPF, and	As annexed

ESIC for the last 12 months from the date of Publication of tender.	
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4. Instruction to the Bidders

4.1 General Conditions of Contract

The Work shall be executed as per the scope of work defined in this document.

- a) The duration of the contract shall be for a period of three (03) years. Further extendable depending up on the performance at BIADA, Patna and on sole discretion of Managing Director, BIADA.
- b) The complete bidding process in online bidding, Bidder should have possession of valid digital Signature Certificate (DSC) for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
- c) Bid should be valid for 180 days from the tender due date i.e. tender opening date.
- d) BIADA Patna reserves the rights to accept/reject any bid in full or in part or accept any bid other than the lowest bid without assigning any reason thereof. Any bid containing incorrect and incomplete information shall be liable for rejection.
- e) The Tender/Bid will be opened online at website www.eproc2.bihar.gov.in administrative office at BIADA Patna Premises at the time of bid opening.
- f) Only those financial bids will be opened whose technical bids are found suitable by the committee appointed for the concerned services.
- g) No separate information shall be given to individual bidders. In incomparable situation, the committee may negotiate price with the technically and financially qualified bidder before awarding the bid.
- h) Copies of original documents defining the constitution or legal status, place of registration and principal place of business of the company or firm or partnership, etc should be provided.
- i) In the case of partnership firm, the bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatories of the bid to commit each member of the partnership. A copy of partnership duly registered May been closed.
- j) Memorandum of understanding / partnership deed shall be provided in case the bidder is a partnership firm.
- k) One of the members of the partnership firm, to be nominated as in charge and this authorization shall be covered in the power of Attorney signed by the legally authorized signatories of all members of partnership firm. Managing Director can authorize any person/authorized signatory.
- l) The competent authority reserves all rights to reject the service if the same are not found in accordance with their description/quality.
- m) BIADA reserves the right to accept or reject any tender and to cancel the bidding process and reject all tender at any time prior to the award of contract.
- n) The bidder whose bid is accepted will be notified of the award of contract by the BIADA prior to expiration of the bid validity period. The terms of the accepted bid shall be incorporated in the work order.

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. 'BIADA' means Bihar Industrial Area Development Authority (BIADA).
- c. "Contract" means the Contract entered into by the parties for providing the services.
- d. "Personnel" means professional and support staff provided by the bidder to perform Services to execute an assignment and any part thereof.
- e. "Proposal" means proposal submitted by Bidders in response to the RFP issued by the BIADA

for appointment of Integrated Security Services.

- f. "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:
- Comply with all requirements as set out within this RFP.
 - Submit the forms as specified in this RFP and respond to each element in the order set out in this RFP.
 - 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 etender.up.nic.in
- d. The bidder should submit 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 website www.biada1bihar.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 www.biada1bihar.in & www.eproc2.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) The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of INR 20.00 Lakh (Twenty lakh only) by way of demand drafts or Bank Guarantee. The demand drafts shall be drawn in favour of "BIADA" payable at Patna. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee and for unsuccessful bidder(s) it would be returned after award of the contract. The bidder shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tendered fails to observe and comply with stipulation made herein or back out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
- b) No request for transfer of any previous deposit of earnest money or security deposit or payment of any pending bill held by the BIADA Patna in respect of any previous supply will be entertained. Tendered shall not be permitted to withdraw his bid or modify the terms and conditions thereof. In case the tendered fail to observe and comply with stipulations made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited
- c) No claim shall lie against the BIADA Patna in respect of erosion in the value or interest on the amount of EMD.
- d) The earnest money will be returned/ refunded to the unsuccessful tenderers after the tender is decided.
- e) The Firm who are registered with National Small Industries Corporation (NSIC)/ Or Small-Scale Industries (SSI)/ Or MSME are exempted to submit the EMD (Copy of registration must be provided along with technical bid).
- f) Tenders without Earnest Money or Tender cost will be summarily rejected unless they are registered with National Small Industries Corporation (NSIC) / Or Small-Scale Industries (SSI)/ Or MSME are exempted to submit the EMD.
- g) The EMD, in case of unsuccessful Bidders shall be retained by BIADA, Patna till the finalization of the tender. No interest will be payable by BIADA, Patna on the EMD.
- h) EMD should remain valid for a period of 180 days beyond the final bid validity period. When the tendered agrees to extend the validity of bid, he shall also extend the validity of EMD suitably.
- i) The EMD of the successful bidder will be returned to them without any interest after the submission of Security deposit/PSD.

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.

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 eproc2.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

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.

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.

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 of technically qualified Bidders. The Evaluation Committee or its authorized representative will open the tenders. Sequence of opening is as follows:

Technical Bid

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 Consultant 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

- a) Successful bidder/firm should submit performance security as prescribed in favor of BIADA, Patna and to be received in the Administrative Office, before the date of commencement of services or 10 days from the date of acceptance of the work order, whichever is earlier. The performance security deposit to be furnished in the form of DD/FDR/BG as per given Performa of the tender documents, for an amount covering as per BFR.
- b) The Performance Security should be established in favor of "BIADA, Patna" through any Nationalized Bank with a clause to enforce the same on their local branch at Patna.
- c) The bids shall be valid for a period of 180 days from the date of opening of the tender and no request for any variation in quoted rates and / withdrawal of tender on any ground by successful bidder(s) shall be entertained. This must be so specified by the tenderer in the commercial bid which may be extended, if required.
- d) BIADA, Patna reserves the right to accept or reject any or all bids without assigning any reasons. BIADA, Patna also reserves the right to reject any bid which in his opinion is non-responsive/not-viable or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process. Canvassing in any form is strictly prohibited and the tenderers who are found of canvassing in any form are liable to have their tenders rejected outrightly.
- e) Bidder is required to confirm and declare with his bid that no agent, middle man or any interm diary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the price quoted will not include any such amount. If BIADA, Patna subsequently finds any such evidence to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the bidder null and void.
- f) Canvassing or offer of an advantage or any other inducement by any person with a view to influence acceptance of a bid will be an offence under Laws of India. Such action shall result in the rejection of the bid, in addition to other punitive measures as per relevant Rules.

4.19 Duration of Contract:

The duration of the contract shall be for a period of 3 years further extendable, depending upon the performance at BIADA, Patna and further extension of the term shall be decided solely by the Managing Director, BIADA.

4.20 Terms and Conditions:

- 1) The Work shall be executed as per the scope of work defined in this document.
- 2) The duration of the contract shall be for a period of 3 years further extendable, depending upon the performance at BIADA, Patna and further extension of the term shall be decided solely by the

Managing Director, BIADA.

- 3) The period of the contract may be extended for mutually agreed period after the successful /satisfactory completion of initial contract & based on the manpower requirement at that time or may be curtailed / terminated before the contract period owing to deficiency in service or sub-standard quality of the manpower deployed by the selected Company / Firm /Agency or otherwise at the discretion of the BIADA, Patna.
- 4) The Service provider shall be responsible for the safety and security of all property and equipment's of BIADA, Patna.
- 5) The staff engaged by the service provider shall be available at all the time as per their duty roaster and shall provide a copy of the same to the Security Supervisor and Nodal Officer of the concerned area and they shall not leave their place of duty during duty hours on any pretext without the prior permission of the Nodal Officer / authorized officer at the respective area of the "BIADA, Patna". Round the clock supervision must be provided to ensure correct performance of the said security services in accordance with the prevailing assignment/instructions agreed upon between the two parties.
- 6) The service provider shall be responsible to provide immediate replacement of any staff that is not available for duty at the place of posting.
- 7) As per guidelines of the Hon'ble Supreme Court of India, no person will be allowed smoking in public place by the workers of the service provider. The service provider will be responsible, if any, workers provided by him are found smoking in the Institution and he will be penalized in accordance with the rules.
- 8) The security service provider should get medical check-up of its deployed staff at the time of initial appointment and subsequent everyone year to ensure their fitness for the job assigned preferably by ESI / Dispensary. The BIDA will be at liberty to get anybody reexamined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
- 9) In the event of any loss, damage, criminal activity, or negligence that occurs in the area under the protection of the security agency, the service provider shall be liable to pay compensation for both the financial loss and associated punitive damages that may be imposed on him by a committee constituted by the MD, BIADA, Patna after necessary police in formation and enquiry.
- 10) "NOTICE TO PROCEED" means the notice issued by the "Authority" to the service provider i. Communicating the date from which the work /services under the contract are to be commenced.
- 11) Any liabilities arising out of any litigation (including those in consumer courts) due to any act of service provider's personnel shall be directly borne by the service provider including all compensation/damage/expenses/fines/depth of personnel while on duty. The concerned service provider personnel shall attend the court as and when required.
- 12) If the service provider is a partnership of two or more persons, all such persons shall be jointly and severally liable to the "BIADA, Patna" for the fulfillment of the terms of the contract. Such persons shall authorize one of them through a registered power of attorney with authority to sign on behalf of the partnership shall not be altered without the approval of the "Authority".
- 13) The service provider shall do and perform all such security services, acts, matters and things connected with the administration and conduct of the arrangements as per the direction enumerated here in and in accordance with such directions, which the BIADA, Patna may issue from time to time and which have been mutually agreed upon between the two.
- 14) During the course of contract, if any of service provider's personnel are found to be indulging in corrupt practices or causing any loss to the "BIADA", Patna, the service provider shall terminate the worker from duty immediately and shall also be responsible for any loss.
- 15) The service provider shall indemnify and hold the "BIADA, Patna" protected / safe from and against all claims, damages, losses and expenses arising out of, or resulting from the works/ services under the contract provided by the service provider or the breach of any term of this contract by the service provider.
- 16) The bidder must be registered with the Labour Department under Contract Labour (R&A) Act 1970 in addition to other statutory applicable registration.
- 17) The training as per Private Security Agencies (Regulation) Act, 2005 of the security staff deployed at BIADA shall be the responsibility of the service provider. The quality of training received by these personnel may be evaluated by BIADA, Patna from time to time.

- 18) The service provider shall not hire personnel with dubious / criminal records and shall submit police verification of each worker to the Security Supervisor.
- 19) Under the terms of their employment agreement with the Service provider, the security staff shall not do any professional or other work for reward or otherwise either directly or indirectly.
- 20) BIADA, Patna shall not be responsible for providing residential accommodation to any of the personnel of the service provider.
- 21) BIADA, Patna neither have any intention to have nor recognizes any employee and employer relationship with any of the workers of the service provider. The contract worker is the employee of the service provider and can in no way claim any right for regularization of service.
- 22) If as a result of "post payment audit" any over payment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, the service provider shall immediately refund the same to the BIADA, Patna on receipt of notice there to or it shall be recovered from the service provider along with costs incurred.
- 23) The service provider shall provide copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the "BIADA, Patna.
- 24) The service provider will provide following functional security equipment all the times within 15 days to the staff to provide effective & better security services in BIADA failing which a penalty amounting to Rs1000/- per day till the providing receipt of all the security equipment.
 - I. Torches
 - II. Short Lathies
- 25) Uniforms: -summer uniform with all accessories and winter uniform with all accessories.
- 26) The service provider shall provide Walkie -Talkies in good working condition to all his supervisors as well as the security guards deployed at the vital/outside duty posts for better & effective communication (Minimum 10 sets). The Service provider will have to show the sets of walkies -talkies to the Security Supervisor before taking possession of the security contract in a functional condition. In case of non-compliance a penalty of Rs 500/- per day will be charges.
- 27) Any liability arising out of any litigation (including those in consumer courts) due to any act of service provider's personnel shall be directly born by the service provider including all expenses / fines. The concerned service provider's personnel shall attend the court as and when required as per law.
- 28) The service provider shall have his own establishment / setup / mechanism, at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.
- 29) The service providing agency shall not employ any person below the age of 21 years and above the age of 45 years. Manpower so engaged shall be trained as per Private Security Agencies (Regulation) Act, 2005 for providing security services. Basic knowledge of firefighting services also should be imparted to the incumbent before joining.
- 30) Security staff, other than ex-servicemen, shall have minimum qualification of 10th pass.
- 31) In areas dealing with women / girls / the service provider shall ensure presence of female security guards as per requirement.
- 32) Security staff engaged by the service provider shall not take part in any labour union and association activities.
- 33) The service provider shall provide uniforms, torches and cells, Lathies / batons and other equipment required to the security staff, stationery for writing duty charts and register at security check points and record keeping as per requirements.
- 34) The Agency shall ensure fulfillment of qualifications (academic/professional), skills, experience, and other engagement conditions as mentioned in this tender document in respect of his workers to be engaged at BIADA, Patna under the scope of this contract. The essential qualification/experience is indicative in nature. However, at the time of engagement these aspects shall be decided as per BIADA, rule or BIADA, Patna may ask the Agency to engage any other category of personnel having prescribed qualification & experience at latter date after award of contract. The Agency will get the identity proof, character and conduct and medical health suitability verified from the competent agency as per the law and agency will be responsible for their conduct. The agency will pay the compensation, if any loss is caused by the workers as engaged by him while working at BIADA, Patna the amount of the compensation as decided by

the BIADA, Patna will be final and agency will accept the same and BIADA PATNA will extend no financial or any other benefit in this regard.

- 35) A senior representative of the Agency shall visit BIADA, Patna & Cluster offices at least once-a-month /as and when required and comply the requirement. During the visit, Agency's representative will meet the in charge housekeeping and Administrative Officer, BIADA, Patna/officers dealing with the contract for mutual feedback regarding the work performed by his personnel and removal of deficiencies, if any, observed in their working. The responsibility of transportation, food and other essential requirements in respect of above deployed representative will be solely with the agency. The Agency will strictly ensure that any sensitive/confidential nature of information related to the BIADA, Patna is not divulged or disclosed to any person by the personnel deployed by it.
- 36) The Agency shall provide reasonably good Photo Identity Cards to its personnel deployed at BIADA, Patna at its own cost and ensure that these cards are to be constantly displayed maintained in good condition.
- 37) The Agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity pre judicial to the interest of the BIADA, Patna.
- 38) The Administrative officer, BIADA, Patna has the right to depute a team for inspecting and verifying the documents and records maintained by the agency at any time.
- 39) Jurisdiction of Court: The courts at Patna shall have the exclusive jurisdiction to try all disputes, if any arising out of this agreement between the parties.
- 40) Arbitration: The courts at Patna shall have the exclusive jurisdiction to try all disputes, if any arising out of this agreement between the parties.
- 41) Experience of the Security Supervisor preferably 5 years and for Security personnel is preferably 3 years.
- 42) Height of the Male Security personnel should be 5.7 feet and for female security personnel should not be less than 5.4 feet.
- 43) Replacement of the staff should be done well in advance prior to leaving of the existing security staff.
- 44) Training is essential for all the security personnel prior to the deployment.
- 45) During inspection, if any security staff is found off the mark then penalty would be charged twice of the wage of each day.

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 30 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 30 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.

4.20.2 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 30 days sent to the selected Bidder, terminate the Contract in whole or in part (provided a cure period of not less than 30 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.

4.20.1.2 Termination for Insolvency

BIADA may at any time terminate the Contract by giving a written notice of at least 30 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 30 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 30 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 in to 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 (30) 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 30 days to the Security Agency in writing with specific observations and instructions.

4.20.1.5 Termination by the selected Bidder

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 Consultant may have subsequently agreed in writing) following the receipt by the BIADA of the selected Bidder's notice specifying such breach
- ii. 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
- iii. The BIADA fails to comply with any final decision reached as a result of the Dispute Resolution mechanism/proceedings.
- iv. 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.

4.20.1.6 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.
- 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.

4.20.3 Dispute Resolution Mechanism

The BIADA and the selected bidder shall make every effort to resolve amicably by direct negotiations, any disagreement or dispute, arising between them under the RFP and the Agreement.

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:

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

Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.

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 end eavour 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 contract period as per the requirements of the RFP. The team will be deployed within maximum of 7 days of the award of contract.

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 Professional Fee 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

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 related to Services required to be provided as part of the Scope of Work.

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

- a) The service provider shall pay wages to its workers/workmen latest by 10th of the respective month. A monthly pay containing complete breakups for all statutory and other permissible deductions has to be provided to all workmen by the service provider.
- b) The service provider shall submit the bill with the Executive Director, Operation. for reimbursement by 7th of every month. The bill has to be accompanied by exact data on personnel deployed and other deployments which have to be certified by authorized Security Supervisor/representatives of BIADA, Patna on a daily basis. The service provider shall disburse the wages to its staff deployed in BIADA every month through ECS or by cheque in the presence of representative of BIADA. The service provider shall ensure that all staff deployed have valid bank accounts and the same is to be communicated to the office of the Administrative Officer.
- c) BIADA will make the payment to the agency with in 15 days of receipt of Bill.
- d) After 2nd month the claim for re-imburement of bill must be supported by proof of service provider having deposited EPF contribution in code no. provided by BIADA, Patna and ESI and GST relevant to the proceedings of the workers deployed by the service provider to get their with details of such workers in the Performa prescribed under EPF/ESI Scheme 1952 & EPF/ESI and miscellaneous Provisions Act 1952 in respect of whom the remittances have been made. In the absence of the details, the claim shall be considered incomplete and 20% (twenty percent) of the monthly amount payable under this contract shall be withheld till the compliance of the stipulations given herein.
- e) The payment will be released after the deduction of any penalty that may be imposed by the Competent Authority as per contract agreement.
- f) Taxes at the present prescribed rate will be deducted from the bills in accordance with the provision of Income Tax Act, 1961 & GST Act 2017.

- g) BIADA, Patna will proportionately enhance the amount payable for the service contract on the enhancement of minimum wages by the Ministry of Labor or any other law enacted by the Govt. of Bihar under the Minimum Wages Act, 1948. The enhancement to be paid to the service provider will be proportionate to the increase in rates by the competent authority i.e., Ministry of Labor or any other law enacted by the Govt. of Bihar. In the event of default being made in the payment of any money in respect of wages of any person deployed by the service provider for carrying out this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, "BIADA, Patna" may, failing payment of the said money by the Service Provider, make payment of such claim on behalf of the service provider to the said Labour Authorities and any sums so paid shall be recoverable by the BIADA, Patna" from the service provider along with 15% (fifteen percent) of such amount as administrative / BIADA charges.
- h) If any money as the result of any instructions from the Labour Authorities or claim or application made under any of the Labour Laws, or Regulation, be directed to be paid by 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 Consultant's/ Advisor's Team except as agreed under the terms of the Contract.

Handwritten signature/initials

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 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 an arbitrator. Chairman BIADA would be an Arbitrator in case of any arbitration. 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.

4.38.8 Compliance with Laws

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

4.38.9 Notices

A "notice" means:

4.38.9.1 A Notice; or

4.38.9.2 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

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 consultant/ 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.

5 Scope of Work

Detailed Scope of Work

The service provider shall ensure protection to the personnel and property of the BIADA, Patna and prevent trespass in the assigned area/s with/without arms, perform watch and ward functions in clouding night patrol on the various points and prevent the entry of stray animals (dogs, monkey's, cattle and pigs etc.) anti-social elements, unauthorized persons and vehicles into the campus and buildings of the BIADA Head offices and all Industrial Areas.

The service provider will need to deploy round the clock Security Supervisors / Security personnel with and without arms, Fire officers, Lady Guards at BIADA Patna. The security personnel shall be deployed round o clock in 3 shifts at BIADA head office and its all industrial areas Patna for safeguard of the premises. Actual number of Personnel to be deployed in each shift will be discussed and decided accordingly and revised as and when required with agency representative.

The agency shall ensure that the security personnel deputed are healthy and not more than 45 years of age. The agency will get their antecedents, character and conduct verified and submits to the BIADA complete records of such verification reports.

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

- i. Prevention of damage/theft from the Industrial Area and/or part thereof and regulation of entry/exit of visitors, etc.
- ii. To perform watch and ward duties at such Industrial Areas or part thereof or at such offices at such hours and such time as may be fixed and allocated.
- iii. Exercising strict vigilance for protecting the Industrial Area and allied places of Authority from damage, defacement and destruction.
- iv. To keep the premises of the Industrial Area of the part of Authority under their charge/duty or the office to which they are attached and to supervise neatness, cleanliness and Industrial Property, under the instructions of the Area Manager.
- v. To report loss or damage to the Property of Authority immediately to his superior officer as per instructions.
- vi. To safe guard the Industrial Areas etc.

- vii. Protecting the assets within the Industrial Area and other establishments of Authority from theft and pilferage.
- viii. Ensuring proper and orderly flow of visitors, vehicles and preventing unauthorized entry in the Industrial Area and other establishments of the Authority.
- ix. Reporting of encroachments or any illegal construction in or around the Industrial Area and other establishments of the Authority.
- x. Round of clock patrolling of the assigned duty area in Industrial Area and other establishments of Authority.
- xi. Carrying out such other specified tasks as lay down in the Standing Orders to be prepared by successful Bidder and to be approved by Authority and its respective officers in respect of the Industrial Area and other establishments of Authority.
- xii. To ensure and report on Service ability of all Fire Fighting Equipment and Security Lights.
- xiii. To ensure and report on service ability of communications and electrical systems / installations regarding their operational and functional status on regular basis. SITREP (Situation Report) to be sent at designated timings to the Security Control Room. Loss/event information reporting system.
- xiv. To made available First-Aid materials at the designated places at all times.
- xv. Security Supervisor to ensure all the guards know the action to be taken under various security and fire contingencies.
- xvi. Security Supervisor to list out important telephone numbers of concerned BIADA s and officials to be contracted in the event of any need /crisis.
- xvii. Security Supervisor will assist Area Manager in lodging of FIR and keeping close liaison with the local police and administration for further follow up.
- xviii. Security Supervisor to ensure Control-room to function round the clock to maintain regular SITREP (Situation Report) from time to time.
- xix. Security Supervisor will collect and intimate important telephone number and address of nearest police station, fire, office, District Magistrate to the Head Office.
- xx. Security Guards of security agency will perform duties under the administrative control of the respective Site in-charge, through their security Supervisor.
- xxi. Site in-charge shall chart-out the duty places, shift timings and nature of security duty for all the outsourced security guards and shall monitor their duties, through the security Supervisor, The Successful Bidder Shall is duty bound to provide 24x7x365 security services as per the requirements of Authority and such condition may be factored in the bids of the intending bidders. Cost of all security Personnel including the security Supervisor is to be included in the Bids.
- xxii. The Security Supervisor of the security agency shall frequently visit the deployment places under his Jurisdiction and interact with the AUTHORITY Site in-charge on regular Authorities. He shall ensure availability of Trained Security Personnel, their proper turn-out, and attendance and other related matters, including that of duty performances so that the services are not less than satisfactory.
- xxiii. Security Supervisor shall attend to the complaints, if any, to ensure they are recorded and complied with accordingly.
- xxiv. Security Supervisor shall ensure timely submission of routine reports and attendance records as being recorded in his Control Room, to confirm satisfactory functioning of the security guards at their respective places of duty spots/areas.
- xxv. Security Supervisor shall check from time to time routine upkeep and maintenance of all security – related gadgets (if any). Security Supervisor shall ensure patrolling teams maintain desired vigil, following designated and situation warranted routes.
- xxvi. Security Supervisor shall be available for meeting as and when called for by the relevant Authority.
- xxvii. The agency shall ensure that the security personnel deputed are healthy and not more than 45 years of age. The agency will get their antecedents, character and conduct verified and submits to the BIADA complete records of such verification reports.
- xxviii. **Essential Qualification & Experience:**

Sl.	Category	Qualification & Experience
1.	Security Supervisor	<p>Age Limit: Minimum 28 years & Maximum 45 years as on 1st January of each deputation year.</p> <p>Educational Qualification: Minimum Graduate</p> <p>Experience: Minimum 5 years in security service, s/he should have preferably 2 years of work experience in Industrial area and also have operational knowledge of managing CCTV cameras.</p>
2.	Security Guard	<p>Age Limit: Minimum 21 years & Maximum 35 years as on 1st January of each deputation year.</p> <p>Educational Qualification & Experience: Minimum 10th Standard (Pass) and having relevant 2 years of experience in related field.</p>

1. Duties and Responsibilities of Contractual Security Staff:-

A. Security Supervisor

- a) The Security Supervisor of area/building shall be responsible for overall security arrangements of the BIADA head office and its all industrial areas. The supervisor will have a day-to-day interaction with In charge housekeeping /Area In charge/Area Manager of the area to give feedback on the service rendered and for taking further actions and when needed.
- b) Security Supervisor will ensure that the instructions of BIADA, Management (conveyed through authorized personnel) are strictly complied without any lapse and delay.
- c) No outsiders are allowed to enter in the building/Offices and industrial areas without proper pass issued by the authorized officer of the concerned Persons.
- d) Security Supervisor should ensure that no item equipment/engineering material are allowed to be taken out of the buildings/offices without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone number soft he above stated officers will be available with the Security Control Room.
- e) Security Supervisor should ensure that all Security Guards should be deployed as per duty roster and the same will be monitored personally by the Security Supervisor from time to time and he will be responsible for its optimum utilization with the consultation of Concerned Security Supervisor/officer authorized for this purpose.
- f) Security Supervisor will also take round of all important and sensitive points of the building/area as specified by the authorized officers/officer in charge of the building.
- g) Security Supervisor will monitor all electronic and other security surveillance system and ensure their proper use worthiness and if any equipment needs maintenance, he shall inform the company managers as well as Security Supervisor of the Institute. The maintenance related to Institute security equipment should be informed to the Security Supervisor In charge of the building.
- h) Security Supervisor will ensure that security guard will take care of all equipment's installed in the building, they are switched off when not in use, supervise optimum use of electricity/water and electronic equipment.
- i) Security Supervisor will ensure that the building/area under his charge must be manned and maintained from all animals, pets i.e. (stray dogs/monkey/cattle's or any other animals etc.) and no stray animal should roam in his area.
- j) Security Supervisor will ensure that security guard on patrolling duty should take care of the water taps, valves water hydrant etc. installed in the open all over the premises and other moveable items left installed therein
- k) Security Supervisor will ensure that flower plants, trees and grassy lawns are not damaged either by the staff or by outsider.

- l) Security Supervisor should impart training to the security guards to extinguish fire with the help of fire extinguisher cylinder and other firefighting material available on the spot along with the fire staff. He will also ensure that security guards will also assist the firefighting staff in extinguishing the fire and also help the fire staff in case of any natural calamities.
- m) He must ensure that in emergency security staff deployed in his area shall also participate as per their role defined in the disaster plan.
- n) He ensures that Security Guards supervised by him are required to display courteous behavior all the time especially towards woman employees and visitors to the BIADA.
- o) Security Supervisor shall ensure that Security Guards working under him shall not leave the premises before their respective reliever reports for duty.
- p) Security Supervisor will brief/instruct all the guards before deploying on duty daily about their duties and responsibilities to security guards under him and any other instructions issued by the BIADA from time to time.
- q) Any other provision as advised by the Security Supervisor/Assistant Security Supervisor, shall be binding on the supervisor.
- r) Security Supervisor will ensure security entry/exit should be open and close as per the directions of the Officer of the BIADA and should be properly manned.
- s) He shall be required to perform any other duty assigned by the Security Section from time to time for smooth/efficient functioning of the BIADA.

B. Security Guards

- a) Security guard shall make sure that no vehicle will be allowed to be parked in NO PARKING area under his assigned area of duty.
- b) The Security Guard shall act as SANTRI and keep the area clear under his surveillance all the time from any unwanted persons. In case he observes anything dubious/suspicion, he will inform of his supervisor and Security Control Room promptly.
- c) The Guard at the entry and exit points will check the identity of the persons entering and also check his bag etc. for any explosives/objectionable and also will make sure that the movement of visitors is smooth and will also guide the visitors to the places, if the need arises. He will make sure that the property of BIADA, Patna shall not be taken out without proper gate pass.
- d) The Security Guard will always be polite with the visitors, staff.
- e) The Security Guard deployed will make sure that no property of BIADA shall be removed / broken by any person without proper authority. If he observes any such incident, he will report this immediately to the in-charge of that area, Security Supervisor and Security Control Room.
- f) He will make sure that after closing the BIADA all the lights, fans, air conditioners and coolers shall be switched off.
- g) The Patrolling Guards will make sure that all the industrial area lights and other lights outside the office shall be switched off after sunrise & switched on after sunset.
- h) The Security Guard will ensure the safety & security of keys in his charge.
- i) The Security Guard will remain smartly dressed and alert during his duty.
- j) The Security Guard will report 15 minutes before for duty and will do proper handing and taking over with the outgoing guard.
- k) The Security Guard will make sure that no water tap keeps on running in his assigned area of duty.
- l) Where ever any register for entry of visitors is kept, s/he will make entry and exit of all the visitors in that register.
- m) No Guard will leave his/her duty post until properly relieved by the incoming guard. In case the Guard has not come for duty, s/he will report the matter to Security Control Room & Security Supervisor.
- n) The Security Guard will make sure that all the electronic/electric equipment remained functional under his/her charge and will report any failure to Security Control Room & Security Supervisor immediately.
- o) The Security Guard will not allow any person to smoke in his area in addition to maintaining silence.

C. Gunman

- a) Gunman shall normally work in shift and performed his duty at his assigned area.
- b) Gunman shall report 15 minutes before for duty and will do proper handing and takingover with the outgoing Gunman.
- c) No Gunman will leave his duty post until properly relieved by the incoming gunman. In case the gunman has not come for duty, he will report the matter to Security Control Room & Security Supervisor.
- d) He shall act as SANTRI and keep the area clear under his surveillance all the time from any unwanted persons. In case he observes anything dubious/suspicious, he will inform to his supervisor and Security Control Room promptly.
- e) He shall also assist the Security Guards in smooth discharging of the duties.
- f) He will make sure that no property of institute shall be removed /broken by any person without proper authority. If he observes any such incident, he will report this immediately to In-charge of that area, Security Supervisor and Security Control Room.
- g) He will make sure that the property of BIADA shall not be taken out without proper gate pass.
- h) He will make sure that the gun under his charge remains functional and sufficient bullets are always available with him during duty hours.
- i) He shall always be polite with the visitors and staff.
- j) He shall participate in all parade, drills, practices, and training program as detailed by Senior Officer.
- k) He shall not allow any person to smoke in his area.
- l) All the Gunmen should take their tea, meals, etc. at their respected duty post.
- m) In case of any uncontrolled situation, he will inform Security Control Room on Phone and will try to control the situation with the help of other security personnel around him.

6. Manpower Deployment Plan.

The estimated deployment of manpower is about 300 in various industrial areas and HQ of BIADA.

The proposed deployment of security personnel without arms/with arms and supervisors at BIADA and various Industrial Areas may be increased or decreased as per requirement.

Bidder is instructed to ensure the compliance of COVI-19 vaccination before deployment of the staff.

7. Evaluation & Selection

7.1 Technical Evaluation

- a) Technical bids will be evaluated as per strict terms & conditions of eligibility criteria.
- b) The financial bid of only those bidders shall be opened who have been found to be technically eligible. The financial bids shall be opened of technically eligible bidders.
- c) Arithmetical errors shall be rectified on the following basis:
If there is a discrepancy between the unit price and total price that is, the unit price shall prevail and the total price shall be corrected by the BIADA. If there is a discrepancy between words and figures, the lesser amount shall be considered as valid. If the Supplier does not accept the correction of the errors, his bid shall be rejected.
- d) Technical evaluation will be done by a committee of BIADA Patna.
- e) The bid of any bidder who does not meet the eligibility criteria and/or has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected at the sole discretion of the **Executive Director, Operation** of BIADA Patna.

7.2 Financial Evaluation

After opening of Financial Bids, the Least Cost System (LCS) shall be applied as per which the technically qualified proposal based on eligibility criteria with the lowest cost shall be selected and will be eligible for award of the contract.

If a bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

Format for Financial Bids

Format for financial bid has been provided in the annexure.

- a) BIADA Patna will intend to award the entire contract under the tender to only one successful bidder. BIADA, Patna will open the price bids of only those bidders whose bids are technically acceptable.
- b) BIADA Patna, as Principal Employer is committed to pay the amount for each security guard/supervisor and manpower employed through the agency [Immediate Employer] as the statutory wages plus other statutory claims stipulated by related Laws of the Land like Minimum Wages Act etc. in favors of employee in a manner deemed fit to ensure compliance of these laws. Therefore, to make things simple, Institute is inviting FINANCIAL BID in form of agency's commission to perform the services as Immediate Employer on behalf of the Principal Employer i.e. BIADA Patna.
- c) Bidders must quote this commission as PERCENTAGE %.GST will be paid as per rule.

PERFORMA FOR FURNISHING TECHNICAL BID

(Please go through the terms and conditions before filling up this Performa)

BIHAR INDUSTRIAL AREA DEVELOPMENT AUTHORITY
First Floor, Udyog Bhawan, East of Gandhi Maidan, Patna

TECHNICAL BID SHEET RFP-01/HK/SECURITY/BIADA/2026

SELECTION OF AGENCY FOR PROPOSAL OF INTEGRATED SECURITY SERVICES AT BIADA,PATNA

1	Name of the Agency/Bidder		
2	Address of the Agency/Bidder With Contact No.		
A.	PERFORMA FOR FURNISHING TECHNICAL BID (Please go through the terms and conditions before filling up this Performa)		
S.N	CRITERIA / REQUIREMENTS	Documentary Evidence	Pg. No of enclosures
1	Name, Address & Telephone No. of the Organization		
2	(a) Date of commencement of Business (please furnish proof in support of statement (b) Labour License No. & Date (Attach copy)		
3	Status of the Organization (i.e. Whether Proprietorship/ Partnership/ Private Limited/ Public Limited Company/ Registered under SocietiesRegistration Act etc.)/LLP		
4	Registration No. of the Organization (Please attach Certificate of Registration/ Incorporation)		
5	Name of Proprietor/Managing Partner/MD/President		
6	Name, designation and address including contact no. of the authorized Contact Person		
7	Annual Turnover during the years 2022-23 (attach copies of audited Profit Loss/Income & Expenditure & Balance sheet		
8	Annual Turnover during the years 2023-24 (attach copies of audited Profit Loss/Income & Expenditure & Balance sheet		
9	Annual Turnover during the years 2024-25 (attach copies of audited Profit Loss/Income & Expenditure & Balance sheet		

10	GST No. (Attach copy)		
11	PAN No. (Attach copy)		
12	Whether registered with Regional Provident Commissioner Fund other or any trust for regulating the Provident Fund for employees YES/ NO		
13	PF Registration No. and Date (enclose a copy of relevant documents)		
14	Whether registered with ESIC Yes/no		
15	Registration No. and Date (enclose a copy of relevant documents)		
16	Whether office in Bihar, if any, give official address with proof. Office should be operational before 1 st Jan. 2025.		
17	Upload all details in Form 1 to 6 through online mode only.		
18	The Bidder should have at least 3 years' experience of providing integrated manpower services and at least 1 year of security services.		
19	The bidder should have experience of providing integrated manpower services in the last three financial years (from 01st April 2022 till 31st March 2025) in Industrial Area of Government/Semi Government contract/PSU with Control room operation I. One similar work of value not less than Rs 25 Crore. Or, II. Two similar works each of value not less than Rs.15 Crore Or, III. Three similar works each of value not less than Rs. 10 Crore.		
20	The Bidder should not have been blacklisted/banned/debarred/under investigation by any State Government or Central Government entity /PSU as on date of bid.		
21	The bidders should have below valid certificates ISO 45001:2018 ISO 9001:2015 ISO 8000:2014		

22	<p>Cost of tender document & Bid security/EMD Details of cost of Bid document (non-refundable)/ EMD (DD enclosed) (DD should be drawn in favour of BIADA payable at Patna) BID document (DD) No DD Date.....(EMD) DD Amt. Rs...../- Drawn on</p>		
23	<p>Average annual Turnover in last 3 financial year should be Above 30 Cr.</p>		
24	<p>The bidder should essentially have valid License under, Private Security Agency (Regulation) Rules, 2005 issued by the controlling authority under Government of Bihar as on date of Publication of this tender.</p>		
25	<p>The bidder must have its own Security Training Academy duly approved / registered with NSDC, PMKVY etc. in the name of the bidder to impart training.</p> <p>Training Centre should also comply as per PSARA guidelines.</p>		

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.

Signature: _____
 Designation: _____
 (Seal of the Company)
 Place _____

Name: _____
 Date: _____

(Handwritten signature)

(Handwritten signature)

PERFORMA FOR FURNISHING FINANCIAL BID FOR INTEGRATED SECURITY SERVICES AT BIADA.PATNA						
NAME OF THE BIDDER						
ADDRESS OF THE BIDDER with e-mail id.						
QUOTING SHEET FOR BIDDERS						
RFP -						
Description of Minimum wages components						
S. No.	Manpower Requirement	Wages (Not less than Minimum Wages as per Bihar Govt. Notification) (A)	(EPF+ESI) (B)	Service Charges Amount (In INR) (C)	TOTAL COST PER PERSON Amount (In INR) A+B+C=(D)	TOTAL COST PER PERSON Amount (In Words)
1.	Security Guard (Without Arms)					
2.	Security Guard (With Arms)					
3.	Security Supervisor					

Note:

1	The rate should be quoted for 1 person (Unit) for financial evaluation.
2	Minimum Wages, EPF, ESI. The Bidder has only to quote their Service Charges.
3	GST shall be paid on total amount payable to agency @ 18% or as per applicable rates from time to time.
4	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.
5	The other statutory payables will be reimbursed at actual on production of proof of payment.
6	As per requirements of Gunman/Security guards the same can be appointed as per DGR rates.
7	BIADA, Patna reserves the right to cancel this tender in case no satisfactory bid is received. In that case, it can tender the requirement.
8	BIADA, Patna can accept or reject any offer without assigning any reason whatsoever.
9	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 will be stand forfeited.
10	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 are enclosed.
11	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.

NOTE: - The number of manpower requirement may be Increased/Decreased accordingly.

DECLARATION:

a. It is certified that the information furnished above is correct.

BIADA Patna

b. The signatory to this bid is authorized to sign such bid on behalf of the organization.

(Signature of the bidder)
Name & Address
(With seal)


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CONTRACT FORM

AGREEMENT

This agreement is made at Patna on day of2026 for providing security round the Clock to Bihar Industrial area Development Authority Headquarter, Udyog Bhawan, East Gandhi Maidan, Patna-800004 and all its all Industrial Areas.

BETWEEN

Bihar Industrial area Development Authority, having its Head office at 1st floor, Udyog Bhawan, East Gandhi Maidan, Patna-800004, Bihar hereinafter referred to as First Party which expression shall include its successors, administrator, executers and assigns.

AND

M/s.....having its office athereinafter referred to as Second Party which expression shall include its successors, administrator, executers and assigns.

Whereas, the First Party is responsible for planned development of the Industrial area, promotion of Industries and matters appurtenant there to in the Industrial Areas under the Industrial Policy of the State of Bihar.

AND whereas, the first party intends to hire Security Guards (Unarmed & Armed) for Providing Security Round the Clock to Bihar Industrial Area Development Authority Headquarter, Udyog Bhawan, East Gandhi Maidan, Patna-800004 and all its Industrial Areas wherever required.

AND whereas based on the contract price quoted in Financial Bid as Submitted by the Second Party. The second party has been assigned by the First Party With the task of providing Round the Clock Security for providing their armed and un-armed security guards at Bihar Industrial Area Development Authority, Headquarter, Udyog Bhawan, and East Gandhi Maidan. Patna-800004 and all its Industrial Areas.

AND whereas the Second Party has agreed to provide Round the Clock Security by providing their armed and un-armed security guards at the required destinations on following terms and conditions mutually agreed with First Party :-

1. The Second Party undertakes to provide full security service arrangements for 24 hours security in all 7 days in a week in 3 shifts by guarding (unarmed & armed) the Udyog Bhawan, situated at East Gandhi Maidan, Patna-800004 and all its Industrial Areas.
2. The Second Party undertakes to provide security services arrangements as per rates quoted in their financial bid to pay wages to its personnel and to ensure compliance of all the Labour Laws and other statutory provisions applicable and shall be liable/responsible to comply all statutory obligations such as provident Fund, ESI etc.
3. The First Party will make the payment by a RTGS against the bill for a particular month raised by the Second Party forwarded by the authorized official/officials of First Party with proper verification of daily attendance and approvals. The Second Party will pay the salary as per Wages on monthly basis to the deployed personnel in his bank account. The Second Party will attach the proof of the previous payment of personnel when raising the bill for the next month.
4. The entire responsibilities for taking security measures through its own personnel shall be of Second Party and First Party will not be liable to pay anything extra other than the agreed monthly payments for such type of liabilities.
5. As the Second party is registered as Security Agency with the Dept. Of Home, Govt. of Bihar under Bihar Private Security Agency Rule 2011 has to follow the guidelines of such ACT (PRSARA-2011).

6. The Second Party will ensure to do the day & night patrolling as per direction given by the First Party.
7. The Second Party will maintain proper records regarding visitors and movement of vehicles on each of the destination deployed.
8. The Second Party will provide Ex-serviceman from the rank of JCO/Officer of Army/BSF/CISF/BMP/CRPF/and State Police Personnel/Infantry as per requirement of the First Party.
9. The Second Party will ensure that all the unarmed and armed guards deployed shall be efficient, skilled and honest with proper uniforms for the summer and winter seasons separately and will have proper identity Cards. The Second Party shall provide the names with local and permanent address of the personnel (as per PRSARA Rule 2011) deployed to the First Party.
10. The Second Party will ensure that the armed Security personnel must have his personal arm with proper license renewed up to date and under no circumstance the arms of another person should be allowed to be used. The arms can be used by the armed Security personnel only as per direction given by the First Party.
11. If the deployed personnel is/are directly or indirectly involved in any incident resulting in loss of property and/or money to the First Party, the Second Party shall indemnify to full extent all such losses occurred to the First Party. In addition, the First Party shall also have the right to take appropriate penalty/legal action against personnel involved and also against Second party.
12. The Second Party undertakes to change the personnel on regular basis with the prior knowledge and information given to the First Party.
13. The Second Party will deploy his personnel and it will take all the responsibilities of his deployed person if there occurs any incident including injuries and other circumstances arising thereof.
14. The duration of this contract is for a period of **(03) three years** from the date of execution of this agreement. The First Party may extend the contract for a fixed period if required. The contract may be terminated even before the stipulated period by either party by giving the other two month's notice in writing.
15. The Second Party shall ensure that, the Security Personnel deployed at the place of First Party shall be in good health, shall have proper eyesight and shall not have any medical problems which may endanger his life and the life of other employees of First Party appointed at the said location. To ensure such safety, the second party, shall before deploying any employee in the premises of the First Party, shall have him medically examined by a registered medical practitioner at its own cost and expenses and produce a certificate from him certifying that the said employee is medically fit. It is further agreed that without such medical Certificate, First Party shall not permit any such Security Personnel to work in its premises.
16. The Second party shall uphold the strictest disciplinary standards for all their personnel and any transgressions are dealt with immediately, and to the fullest extent that the law allows.
17. The Second party shall provide uniforms issue identity cards bearing the name of the second party to the Security personnel and shall provide an authority letter to the Security Personnel and the Security Personnel shall carry the same when they are on duty at the place of First party.
18. The second party shall fully guide, supervise and monitor the Security Personnel deployed in locations of First Party by its Security Supervisors.

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19. Second Party will inspect every location at least once every 15 day during night to check the level of control exercised by Security Personnel. The second party will take digital photographs of security personnel in the location during their inspection. The photographs will contain date and time stamp to identify the date the photographs are taken and send the photographs to First party along with their inspection report on fortnightly basis.

20. The Second Party agrees & undertakes to provide compensation to First party for every dereliction of duty like unauthorized absence from duty, reporting to duty without uniform/lathi/whistle/name badge, sleeping during duty hours etc. reported by staff of the First party and the compensation amount shall be equivalent to the one day payment made to the Security Personnel concerned for every occurrence of such reporting.

21. If more than 2 such reporting of dereliction of duty is reported from the same location in the same month, First party reserves the right to cancel the arrangement in that location.

22. That the Security Personnel deployed by the second party shall be employees of the second party.

23. The second party shall not sub-contract this contract.

24. The second party shall be solely responsible for payment of wages and all other dues payable or amenities to be provided under various statutes to its personnel deployed at the place of First party.

25. The Security personnel deputed at the place of First party shall not be considered as employees of the First party at any point of time and First party cannot be held responsible for payment of any wages, emoluments/benefits or other dues, if any, to the personnel of second party.

26. On the expiry of earlier determination of this agreement, the second party and the security guards shall vacate the premises of the first party without any way causing any damage to the premises of First party.

27. In the event of non-compliance or breach of any terms of the contract or unsatisfactory or inefficient working, the First party will be at liberty to revoke the contract by a week's notice in writing. It shall additionally be entitled to remove/blacklist the Security Agency operated by Second Party.

28. The Second Party has submitted a bank Guarantee No.....Dated..... of Rupeesalong with this agreement which is valid up to.....

29. That all disputes regarding this contract shall be referred to the Chairman of the Authority at Patna who shall be the sole arbitrator and whose decision shall be final, conclusive and binding upon the parties.

30. Bidder has to ensure the compliance of ESI, PF, Wages as per agreed terms with the staff/applicant. BIADA would not entertain any such personal grievances and the same has to be clearly indicated in the offer made to the applicant. HR related matters have to be addressed at bidder level only.

31. The security 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, than 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.

32. The Court at Patna only shall have jurisdiction.

IN WITNESS WHERE OF THE SAID FIRST PARTY AND THE SECOND PARTY
HAVE PUT THEIR RESPECTIVE SIGNATURES HERE UNDER THE DAY MONTH
AND YEAR FIRST ABOVE WRITTEN.

For and on behalf of
Bihar Industrial Area Development Authority
Patna.

for and on behalf of

.....

.....

Witness:

1.

2.

Handwritten signature
Adh...

CERTIFICATE

(PERFORMA 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)

IS/o
She

.....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 tendered 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 BIADA 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 Tendered with seal

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 i.e. 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 MANAGING DIRECTOR, BIADA, Patna and EMD/SD shall be
forfeited. In addition to the above MANAGING DIRECTOR, 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

Handwritten signature

CERTIFICATE

LETTER OF AUTHORISATION FOR ATTENDING THE OFFICE

(Must be submitted to MANAGING DIRECTOR, BIADA, Patna on or before date of bid opening)

Ref: _____

Date: _____

To

The MANAGING DIRECTOR

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 security 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)

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: _____

(Handwritten signature)

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

UNDERTAKING

To,

The MANAGING DIRECTOR
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. _____

Letter of undertaking
(ON THE LETTER HEAD OF THE BIDDER)

To

The MANAGING DIRECTOR
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 Security Services of BIADA

Sir,

This bears reference to BIADA Patna tender 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 ___/___/2026 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:

FORM OF BANK GUARANTEE OR PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

1. This deed of Guarantee made this day of between Name of the Bank) (here in after called the "Bank") of the one part and Managing Director, BIADA, Patna" (here in after called the "beneficiary) of the other part.
2. Whereas BIADA, Patna has awarded the contract for security services contract for Rs..... (Here in after called the "Contract") to M/s....._ (here in after called the "service provider").

AND

3. WHEREAS THE service provider is bound by the said contract to submit to the Beneficiary Performance Bank Guarantee for a total amount of Rs..... Amount in figures and words) equivalent to 5% (three percent)of the purchase value] which will be valid for entire warranty period from the date of installation & commissioning, the said Performance Guarantee Bond is to be submitted within 10 (Ten) days from the date of Acceptance of the Purchase Order.
4. NOW WE the Under signed (Name of the Bank) being fully authorized to sign and to insure obligations for and behalf of and in the name of
 - a. (Full name of Bank), hereby declare that the said Bank will guarantee the BIADA the full amount of Rs... (Amount in figures and words) as sated above.
5. After the service provider has signed the aforementioned contract with the beneficiary, the Bank is engaged to pay the beneficiary, any amount up to and inclusive of the aforementioned full amount upon written order from the beneficiary to indemnify the beneficiary for any liability of damages resulting from any defects or shortcomings of the Contract or the debts he may incurred to any parties involved in the Works under the contract mentioned above, whether these defects or shortcoming or debts are actual or estimated or expected. The Bank will deliver the money required by the beneficiary immediately on demand without delay without reference to the service provider and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or short comings or debts of the Service provider. The Bank shall pay to the beneficiary any money so demanded notwithstanding any dispute/disputes raised by the service provider in any suitor proceedings pending before any court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. HIS GUARANTEE is valid for a period of month from the date of signing. (The initial period for which this Guarantee will be valid must be for 60 days longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the beneficiary agrees to grant a time of extension to the service provider or if the service provider fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under Para- 5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the beneficiary and at the cost of the service provider
8. The guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the service provider.
9. The neglect or forbearance of the beneficiary in enforcement of payment of any moneys, the payment where of is intended to be hereby secured or the giving of time by the beneficiary for the payment here of shall in no way relive the Bank of their liability under this deed.

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10. The expressions "the beneficiary", "the Bank" and "the Service provider" here in before used shall include their respective success or sand assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the day of (month) (year) being here with duly authorized.

For and on behalf of the Bank Signature of
authorized Bank official

Name:

Designation:

I.D. No. ___

Stamp/Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by
the above named in the presence of:

Witness-I
Signature
Name:
Address:

Witness-I
Signature
Name:
Address

Form B
PARTICULARS FOR REFUND OF EMD TO
SUCCESSFUL/UNSUCCESSFUL BIDDER
RTGS/National Electronic Fund Transfer (NEFT)
Mandate Form

1. Name of the Bidder
2. Permanent Account No (PAN)
3. Particulars of Bank Account
 - a) Name of the Bank
 - b) Name of the Branch
 - c) Branch Code
 - d) Address
 - e) City Name
 - f) Telephone No.
 - i) NEFT/IFSC Code
 - g) RTGS Code
 - h) Type of Account
 - i) Account No.
4. Email id of the Bidder
5. Complete Postal Address of the bidder

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