letter no - 976/tech **Bihar Industrial Area Development Authority** Date - 06/03/26

(A Government of Bihar Undertaking)

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

Pin– 800004 Bihar

Notice Inviting Tender for Hiring of Automatic Change Over of Silent Type, 250 KVA 3 Phase, 50HZ, DG Set at Udyog Bhawan

NIT -51/BIADA/25-26

The Bihar Industrial Area Development Authority (BIADA) invites NIT from Bonafide & resourceful owners and suppliers of new automatic Change Over of Silent Type, 250 KVA 3 Phase, 50HZ, DG Set, on hire basis for its Office at Udyog Bhawan, Patna.

The required D.G. Sets should be capable of supplying continuous power of at least 90% of rated output, at the frequency of 50 Hz during power failure/load shedding at any point of time, as per requirement of BIADA.

Sl.No.	Particular	Details
1	Date of issue of NIT	06/03/2026
2	Web address to download the NIT Documents	https://biada1.bihar.gov.in
3	Start Date and time of submission of NIT	13/03/2026 from 11:00 AM IST
4	Last Date and time of submission of NIT	28/03/2026 till 03;00 PM IST
5	Address where Bidders must sent proposal	Udyog Bhawan, 3rd Floor, East Gandhi Maidan-800004, Patna
6	Date & Time of opening of Technical Bid	28/03/2026 till 03;30 PM IST
7	Date & Time of opening of Financial Bid	After opening of Technical Bid

The NIT submissions will necessarily have to be accompanied by a requisite EMD of INR 25,000/- (Rupees Twenty-Five Thousand Only) & a Non-refundable processing fee of INR 1250/- (Rupees One Thousand Two Hundred Fifty only) including GST in the form of DD in favour of "Bihar Industrial Area Development Authority (BIADA)", payable at Patna, India.

The bidder must submit the Technical and Financial Bids in separate sealed envelopes placed inside one outer sealed envelope, with Processing Fee + EMD included in the Technical Bid envelope, by 28 March 2026, 03:00 PM IST.

Modifications/amendments/corrigendum if any shall be published on the BIADA website https://biada1.bihar.gov.in only. BIADA reserves the right to reject or accept any or all the EOI-cum-RFP without assigning any reason thereof.

Any further queries can be addressed on dgmnorth.tech@bihar.gov.in.

6/3/2026

Patna

Date: 06-03-2026

DGM (Technical)

BIADA, Patna

BIHAR INDUSSTRIAL AREA DEVELOPMENT AUTHORITY

1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna - 800 004

Phones: 0612-2675998, 2675991, www.biadabihar.in, Email: https://biada1.bihar.gov.in/

Notice Inviting Tender for Hiring of automatic Change Over of Silent Type 250 KVA 3 Phase, 50Hz DG Set AT BIADA

Sealed tenders under two-bid system (Technical Bid & Financial Bid) are invited by Bihar Industrial Area Development Authority, Patna (BIADA) from Bonafide & resourceful owners and suppliers of **automatic Change Over of Silent Type, 250 KVA 3 Phase, 50HZ, DG Set** on hire charge for its Office at Patna. The required D.G. Sets should be capable of supplying continuous power of at least 90% of rated output, at the frequency of 50 Hz during power failure/load shedding at any point of time, as per requirement of BIADA.

The scope of services and terms & conditions for hiring of **automatic Change Over of Silent Type, 250 KVA 3 Phase, 50HZ, DG Set** is as under:

1. The supplier should be agreeable to provide Silent type D.G. set on hire charge, with operator & fuel to be consumed. Rates are to be quoted for monthly rental charges including the cost of operator, for each rating of D.G. Set of reputed make/brand "Kirloskar Green", "Greaves", "Cummins India", "Mahindra", "Ashok Leyland".
2. DG Set having multifunctional digital meter for showing voltage, current, power factor, frequency, rpm and running hour.
3. DG set should be equipped with hour meter.
4. All cost for maintenance and servicing of the generating set including the cost of spare parts, periodical replacement and topping up of Mobil oil etc. are to be borne by the generator supplier.
5. The D.G. Set offered on hire charge should not be more than 2 years old.
6. The D.G. Set should be maintained properly to keep those in satisfactory running condition at all times for supplying emergency power for a load at least 90% of the capacity of respective generator.
7. For running the D.G. set, separate charges towards cost of fuel (diesel) per hour will be paid by the BIADA, which are to be quoted by the bidder.
8. Supply & installation of accessories like cables, change-over switches, exhaust pipeline etc. for supplying generator power to a point in BIADA premises will be made by the vendor at their own cost.
9. The charges for transportation, loading & unloading of the D.G. Set for installation of the same in BIADA premises will be borne by the Service Provider. Mending of any damage caused to the BIADA's property during loading, unloading of the D.G. Set in BIADA's premises will be done by the Service Provider to original finish, at their cost.
10. The successful bidder should be in a position to install and commission the D.G. Set in BIADA's premises within 15 (Fifteen) days from the date of awarding the contract.
11. (i) The duration of the agreement is **One Year** which may be further renewed up to a maximum period of **three year** based on the performance of the contractor.
    (ii) The contract will remain in force initially for a period **up to period of three years** from the date of satisfactory commissioning of the D.G. Set at site. However, the contract is subject to termination at any time if the services are not found satisfactory or for any other reason whatsoever. The contract may be extended for further period keeping terms & conditions unchanged, depending on satisfactory services rendered by the Service Provider and requirement of the BIADA.

12. In case of major break-down of the D.G. Set an alternative interim arrangement will be made by the Service Provider immediately at no extra cost otherwise penalty may be imposed which may be deducted from monthly bill of the generator for the period the generating set remains non-functioning.
13. The successful bidder will have to execute an Agreement with the BIADA in non-judicial stamp paper of requisite value and as per the draft of Agreement (format given at annexure-3) to be provided by the BIADA, within 15 (Fifteen) days from the date of commencement of the contract.
14. The technical Bid shall be open first and only the eligible bidder selected by tender committee shall participate in the financial bid which shall be open on the date further fix by the tender committee.
15. In case two or more agencies are found to have quoted the same rate, the tender committee shall recommend about the bidder to which the offer shall be granted based on the charge of lottery. The decision of the Executive Director (Operation) BIADA shall be final.
16. Agency shall be bound to provide the gen set services from 9 am to7.30 pm depending on office work and may be called even on Sunday or any official holiday as per need for which no extra payment shall be made.
17. Tenders should be submitted along with the Earnest money deposit for an amount of Rs. **25000/- (Rupees Twenty-Five Thousand only)** by DD/Pay Order drawn in favor of BIADA payable at Patna. Tenders submitted without Earnest money Deposit will be summarily rejected. The Earnest money will not bear any interest. The Earnest money deposited by unsuccessful bidders will be refunded after awarding the contract to the successful bidder.
18. The Service Provider will have to remove the D.G. Set within a week from the date of termination or closure of the contract, at their cost, else demurrage charges @ 1000/- (Rupees One thousand only) per day will be charged by the BIADA to the Service Provider. Mending of any damage caused to the BIADA's property during taking out the generator will be done by the Service Provider to original finish, at their cost.
19. If the successful bidder fails to perform the commencement of the contract within the specified time period, the earnest money deposited by the bidder will be forfeited.
20. Any changes with respect to this tender will be notified through website https://biada1.bihar.gov.in/ only.
21. The Agency shall assign the job to qualified and expert person and also assume full responsibility for the safety and security of man and machine. BIADA have no direct and indirect liability arising out of any negligence / accident which is punishable under IPC and any loss cost to the property of BIADA have to be suitably compensated by the agency
22. The decision of the Executive Director (Operation), BIADA in regard to interpretation of the terms and conditions and the agreement shall be final and binding on the agency.
23. The BIADA reserves the right to reject any or all tenders without assigning any reason what so ever.
24. **Termination:** The Contract may be terminated by giving one-month prior notice, in case the agency:
    - **a.** Assigns or sub-contracts any of this service.
    - **b.** Violation/contravention of any of the terms and conditions mentioned herein.
    - **c.** Does not improve the performance of the services in spite of instructions.
    - **d.** Any violation of instruction/agreement or suppression of facts.
    - **e.** Service Provider being declared insolvent by competent court of law.
    - **f.** If agency willing to rescind this contract, two months' notice in advance should be produced by the agency.

g. During the notice period for termination of the contract in the situation contemplated above, the agency shall keep on discharging his duties till the expiry of notice period.

25. **Penalty**

a. In case of pre mature termination of the contract under any of the clauses of Termination, the security amount shall be forfeited.

b. If agency fail to comply satisfactory services penalty can be imposed up to 10% of the amount of the particular bill and in this regard decision of the Executive Director (Operation) of the BIADA will be final

25. **Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by the Sole Arbitrator to be appointed by Executive Director (Operation), BIADA.

26. **Jurisdiction:** In case of any dispute, the jurisdiction shall be the Court at Patna only.

Read and accepted
(Full Name, Signature & Stamp of the Bidder)

Procedure for Submission and Opening of Tenders:

A. **Part-I** of tenders should be submitted in separate sealed envelope, super-scribing "**TECHNICAL BID**" and should contain the following:

(i) Filled in Format (given as Annexure-1) containing details of Bidder firm, Electrical Service Provider License Number, PAN Number, GST Number along with Make, Model, Manufacturing Date, Capacity & Fuel (diesel) consumption per hour of D.G set offered on hire charge. Paper proof to be attached proving the relevant specifications.

(ii) Non-refundable Tender Document Fee of Rs. **1,250/- (Rupees One thousand Two Hundred Fifty only)** in the form of DD drawn in favor of Bihar Industrial Area Development Authority payable at Patna.

(iii)Earnest Money Deposit (EMD) of Rs. 2**5,000/- (Rupees Twenty-Five Thousand only)** in the form of DD/Pay Order drawn in favor of Bihar Industrial Area Development Authority payable at Patna.

There should not be any indication of price/rate/charges in Part-I (Technical Bid) of the tender. Conditional tenders will not be accepted.

B. The successful Supplier/ Bidder shall, within fifteen (15) days of award of contract, provide a Performance Security deposit. Performance Security Deposit would be for an amount of **10% (ten percent)** of the **Twelve Months** value of the awarded contract. Performance Security shall be furnished in the form of Account Payee/ Demand Draft in favor of BIADA Payable at Patna.

C. **Part-II** of tenders should be submitted in separate sealed envelope, super-scribing "**FINANCIAL BID**" and should contain filled in Format (given as Annexure-2) quoting rates for the same.

Separate sealed envelopes containing Part-I and Part-II of tenders should be put in another sealed cover, super-scribing "**For Hiring of automatic Change Over of Silent Type, 250 KVA 3 Phase, 50HZ, DG Set**" and dropped in Tender Box at BIADA 1st floor, Udyog Bhawan, East Gandhi Maidan, Patna by **3:00 P.M. on 28.03.06** Part-I of tenders will be opened at **3.30 P.M**. on 28.03.2026 in presence of the bidders who intend to remain present. Financial Bids of Technically qualified bidders only will be opened later.

D.G.M. Technical
BIADA, PATNA

Format for **Technical Bid (Annexure-1)**

*(To be submitted on firm's letter head in **sealed envelope-1** super scribed as "**TECHNICAL BID**")*

To,
The DGM Technical,
BIADA, Patna.

With reference to the Notice Inviting Tender for hiring of **automatic Change Over of Silent Type, 250 KVA 3 Phase, 50HZ, DG Set** for BIADA, Headquarter, having gone through and understood the scope of services and terms & conditions, we hereby submitting the technical information details as required:

Sl.	Particulars	Information furnished	Proof attached on page no.
1	Name of the Bidder with Name, Address & Phone No. of the Bidder Firm		
2	Electrical Service Provider License Number		
3	PAN No.		
4	GSTNo.		
5	Specification as per approved by Manufacturing I.S. Company of the proposed **automatic Change Over of Silent Type, 250 KVA 3 Phase, 50HZ, DG Set**	Make As per Tender Document. Model ..... Manufacturing Date ..... Capacity ..... Fuel (diesel) consumption liter/hour ..... Multifunctional Digital Meter	
6	Details of Demand Draft for non-refundable Tender Document Fee of Rs. **1250/- (One Thousand Two Hundred Fifty Only)**	DD No. ..... Date ..... Bank	
7	Details of Demand Draft for Earnest Money Deposit of Rs. **25000/- (Twelve Twenty-Five Thousand Only)**	DD No. ..... Date ..... Bank	
8	Date of Commencement of Business (Please Furnish Proof in support of Statement)		

9	Registration No. of the Organization (Please attach Certificate of Registration/ Incorporation)		
10	Name of Proprietor/Managing Partner/MD/President		
11	Experience of Having Successfully completed similar works during last 5 years Ending as on 31st December 2025		
12	The Performance Guarantee Shall remain valid for a total period of **Three Years Plus an additional Sixty (60) Days** beyond the completion of the contract duration, commencing from the date of commencement of the contract.		

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:_____

Name:_____

Designation:_____

(Seal of the Company)

Place _____

Date: _____

Format for **Financial Bid (Annexure-2)**

*(To be submitted on firm's letter head in **sealed envelope-2** super scribed as "FINANCIAL BID")*

To,

The DGM Technical,
BIADA, Patna.

With reference to the Notice Inviting Tender for hiring of **automatic Change Over of Silent Type, 250 KVA 3 Phase, 50HZ, DG Set** for BIADA, Headquarter, having gone through and understood the scope of services and terms & conditions, we hereby submitting our lowest rates as follows:

Name, Address & Phone No. of the Bidder	Rental charges per month including operator, maintenance charges with all taxes. (In Figure and words)	Consumption cost of Fuel (in Liters) per hour. (In Figure and words)
Approved Specification by Manufacturing I.S. Company of the proposed **automatic Change Over of Silent Type, 250 KVA 3 Phase, 50HZ, DG Set**		
Make :		
Model :		
Manufacturing Date :		
Capacity :		
Fuel (diesel) consumption liter/hour:		

Note: -The bidder of Lowest Fuel consumption liter/hour & Rantel Charge will be consider.

Signature with date &
seal of the Bidder

Annexure-3

(Agreement to be executed with the BIADA on non-judicial stamp paper of Rs. 1000/- as per the draft of Agreement)

1. SCOPE OF THE AGREEMENT

1.1 The services under the Hiring of Diesel Generator Set contract shall comprise of provisioning of a DG set of specified specification on hire and its installation, maintenance and de-installation at the end of the contract as per Document I enclosed.

1.2 Hire Gen set shall be provided at the following location: Bihar Industrial Area Development Authority, Udyog Bhawan, East Gandhi Maidan, Patna,

2. DURATION OF SERVICE

The duration of this Service is **One Year,** which may be further renewed up to a maximum period of **Three year** based on the performance of the contractor.

3. SCOPE OF THE WORK

The services will consist of

a) Provisioning of the gen set of required specification on hire, Installation of the Generator set at the allocated place at the time of start of the contract and de-installation at the time of end of the contract.

b) All types of maintenance of generator set, breakdown and preventive, including necessary repairs and components, engine oil, coolant etc. will be the responsibility of the Agency / contractor.

c) The provision for fuel for running the generator set will be made by the Agency.

d) In case of any breakdown of the generator set, the same will be repaired within a period of 2 hrs. For small faults and 4 hours for major breakdown or an alternative arrangement will be made by the Agency for regular electric supply.

e) The operation of the gen set will be done by the Agency.

4. SECURITY DEPOSIT

The agency is depositing a Amount of **10% of the Twelve Months value Amount** as a security deposit through a Fixed Deposit pledged to BIADA, Patna. No interest shall accrue on this amount. The Security amount shall be repayable after the expiry of the contract after the deduction of penalty/other dues, if any.

5. PAYMENT TERMS & CONDITIONS

5.1 The payment to the Agency/contractor will be made on monthly basis at the end of each month against the invoice with PAN no. and Service Tax Registration no. raised by the Agency and on the basis of the performance.

5.2 TDS as applicable will be deducted before making the payment.

6. PENALTY

6.1 If the services provided by the agency under this maintenance contract are not to the full satisfactory of BIADA, the maintenance contract may be terminated by BIADA and the charges shall be payable only up to the period, till which the agency has rendered satisfactory services. The decision of BIADA in this regard shall be final and binding on the agency.

6.2 In case of non-compliance with the contract, BIADA shall reserve the right to cancel/rescind/revoke the contract and impose suitable penalty in proportion to damages.

6.3 In case of any brake down of the generator set, the same will be repaired within a period of 2 hrs. For small faults and 4 hours for major breakdown or an alternative arrangement will be made by the Agency for regular electric supply failing which rent will be deducted @ 1/15th of the monthly rent for each day or part thereof.

7. ARBITRATION

In the event of any dispute or difference relating to hire of Gen set and application of the provisions of the contract (whether during the service period or upon its completion), the same shall be settled amicably through mutual discussion or shall be referred to the sole arbitrator of a person appointed by the Managing Director, BIADA.

8. JURISDICTION

The courts Of IDC alone shall have the jurisdiction in any matter arising out or relating to or touching this Agreement. In agreement thereof, both the parties i.e. ..... and Bihar Industrial Area Development Authority, Patna, have hereunder set their respective hands and seals this day on .....

For and on behalf of	For and on behalf of
M/s _____	Bihar Industrial Area Development Authority (BIADA)
(Authorized Signatory)	(Authorized Signatory)

CONTRACT

This Contract is made and executed at BIADA on ..... Between Bihar Industrial Area Development Authority (BIADA), a statutory Board established under Section 18 of the BIADA Act, 1974, having its office at Udyog Bhawan, East Gandhi Maidan Patna-800004 hereinafter called the "Agency", which term shall where the context so admit include its assigns and successors of the one part; And ..... hereinafter called the "Contractor", which term shall where the context so admit include its assigns, executors, successors, legal representatives and administrators of the other part; Individually referred to as "the party" and together referred to as "the parties".

WHEREAS the Agency is desirous of making appropriate power back-up arrangements for its office premises at Udyog Bhawan, East Gandhi Maidan Patna-800004 by engaging the services of a suitable contractor for supplying a Diesel Generator (DG) Set on lease basis along with the requisite operation & maintenance services in respect thereof.

AND WHEREAS the Agency had conducted an open, transparent and competitive tendering process for selecting a suitable contractor for the afore said purpose. **AND WHEREAS** the tender submitted by the Contractor has been determined as being suitable, financially lowest and consequently the same has been accepted by the Agency.

AND WHEREAS the parties are desirous of recording the terms & conditions of the agreement on the basis of which the Contractor shall supply the DG Set to the Agency on lease basis and also render the operation & maintenance services in respect thereof.

NOW THERE FORE THIS CONTRACT WITNESSES AS UNDER: -

1. Scope of Work: The scope of work of the Contractor shall include the following:

26. i) To supply silent DG Set of 250 KVA, 3 Phase of make/brand "Kirloskar Green", "Greaves", "Cummins India", "Mahindra", "Ashok Leyland" .

with all the essential accessories, instruments etc. and install the same at the designated place of the office premises of the Agency at its own cost. (However, all the wiring arrangements including provision, procurement and installation of the changeover switches, conduit pipes, electric wires etc. the earth wire connection arrangements from the ground level up to the Connection Area shall be got executed by the Agency at its own cost through some qualified electrician.)

ii) To supply, install and connect with the DG Set, an exhaust pipe of appropriate specification at its own cost, so as to ensure minimal decibels of noise, which must be

compliant with all the applicable norms stipulated by any concerned regulatory authority/ Government department.

iii) To make arrangements for and bear the cost of transportation, loading & unloading of the DG Set, accessories, exhaust pipe etc. for installation of the same at the office premises of BIADA. Mending at its cost, any damage caused to the office premises of BIADA or to the underlying property during loading, unloading, lifting, installation etc. of the DG Set, accessories, exhaust pipe etc..

iv) To obtain on behalf of BIADA, all approval(s) or permission(s) as may be required to be obtained from any regulatory authority/ Government 3 department for the installing and operating the DG Set. However, the requisite fees, if any, payable to the authorities at the prescribed rates for obtaining such approvals/ permissions will be reimbursed to the Contractor by BIADA against furnishing proper proof of payment.

v) To install the energy meter, carry out its calibration and to get the registration done with any concerned regulatory authority/ Government department, if required, at its own cost. (However, Electricity Duty, if any, payable to the concerned Government department, shall be borne by the BIADA.)

vi) To complete the installation work and make the silent DG Set functional within a period of 15 days from the date of signing of this Contract.

vii) To operate and maintain the silent DG Set in good running condition post installation at all times during the Contract validity period, so as to ensure that the Agency is able to avail uninterrupted power back up of 250 KVA, 3 – phase, for its office premises at all times during power supply failure. (In case of any major break-down of the DG Set requiring substantial repairing time, alternative interim arrangements shall be made by the Contractor immediately by providing a substitute DG Set of identical capacity at its own cost.)

viii) To procure and make available at its own cost, all the essential lubricant oils, filters, belts, hoses, other spare parts etc. as well as the diesel, as may be required from time to time for the running and maintenance of the DG Set.

ix) To deploy at its cost, well trained mechanic from time to time, on need basis, for carrying out periodic service and for rectifying any defects in the DG Set, as may be required. (Compliance with the applicable labor laws shall be the sole responsibility of the Contractor. BIADA shall not be deemed to be the employer or the principal employer of the personnel deployed by the Contractor for executing the work on its behalf.)

x) To deploy at its cost, well trained personnel to remain on standby during the office working hours of BIADA for operating the DG Set. (Compliance with the applicable labor laws shall be the sole responsibility of the Contractor. BIADA shall not be deemed to be the employer or the principal employer of the personnel deployed by the Contractor for executing the work on its behalf.)

2. Performance Security: -

The Contractor has furnished Performance Security equivalent to the rate of the monthly consideration amount of the Contract by way of depositing **Fixed Deposit** /BG no. ..... dated ..... for the amount of **10% of The Twelve Months Value** pledged to BIADA, Patna. The Performance Security deposit shall not bear any interest. BIADA at its sole discretion, shall be entitled to appropriate the Performance Security deposit either fully or partially, if in the opinion of BIADA, the Contractor fails to satisfactorily perform any of its obligations listed out in Technical

3. Validity :

i) This Contract shall remain valid for a period of **Three (3) years** from the date of its signing. BIADA shall have a right to terminate this Contract without disclosing any cause or reason, by serving upon the Contractor one (1) months' prior written notice of its intention to terminate the Contract. The Contractor shall have no right to terminate the Contract before the period of three years.

ii) The Contractor shall remove the DG Set from the office premises of BIADA within notice period from the date of expiry of the validity period or early termination of the Contract, as the case may be at its cost. Further, the Contractor shall mend at its cost, any damage caused to the office premises of BIADA or to the underlying property during the un-installation, removal, loading etc. of the DG Set, accessories, exhaust pipe etc..

4. Consideration:

Towards consideration for satisfactorily executing the Scope of Work as per Clause 1, BIADA shall pay the bill as per terms & conditions per month. The cash consideration amount shall become payable to the Contractor w.e.f. the date on which the DG Set becomes functional at the first instance after successful installation at the office premises of BIADA. The cash consideration amount shall be paid by BIADA by way of transfer in the account of the Contractor on a monthly basis. The aforesaid lump sum amount of cash consideration shall be inclusive of all taxes. The financial liability on account of Service Tax, VAT, GST or any other tax or statutory levy whatsoever, shall have to be borne by the Contractor and BIADA shall not be liable to pay any amount over and above the aforesaid lump sum cash consideration amount.

However, income tax at source shall be deducted by BIADA at the applicable rate while making the payment of the monthly cash consideration amount.

5. Force Majeure:

Any delays in or failure of performance by a party to this Contract shall not constitute default hereunder or give rise to any claims for damages against the said party if and to the extent caused by Force Majeure, including, but not limited to, acts of God or acts of Governments or of the public enemy, riots, war and war like hostilities, epidemics, quarantine restrictions, floods, explosions, shipment embargoes, earthquakes and/or any other cause whatsoever, whether similar or dissimilar to those enumerated, beyond the control of either party hereto. In the event of Force Majeure, the parties hereto are to consult and agree upon the appropriate measures to be taken in order to eliminate, mitigate and minimize the consequences of such Force Majeure. 5

6. Governing Laws :

This Contract shall be governed by the laws of India.

7. Severability:

In the event of any provision of this Contract being held as invalid or unenforceable under the applicable laws, the remaining provisions of this Contract shall remain in full force and effect.

8. Arbitration:

Any dispute or difference arising out of this Contract shall be settled by mutual discussions and agreement between the parties. In case no agreement can be reached, the disputes shall be settled through arbitration proceedings to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The venue of arbitral proceedings shall be at Patna. The arbitration proceedings shall be conducted in English language. The arbitration award shall be final and binding upon the parties.

9. **Jurisdiction**

The courts at Patna shall have the exclusive jurisdiction over all issues concerning any subject matter of this Contract.

In Witness Whereof The Agency And The Contractor Have Hereunto Set Their Hands on the Day, Month And Year First Above Written.

Contractor	BIADA Authority
_____	_____
Witness:	Witness:
_____	_____
_____	_____

Special Condition

1. **Format:** Tender conditions and the Tender rate Documents can be viewed on the BIADA website (https://biada1.bihar.gov.in/). Rates must be quoted strictly on the prescribed format.
2. **Submission Requirements:** Bidders must submit their bids in a single-method sealed envelope containing:
   (i) Rates quoted on the agency's **letterhead** in the prescribed format.

   (ii) **Processing Fee** (non-refundable) of **₹1,250.00** & EMD of Rs. **25,000.00** via

   Demand Draft in Favor of "BIADA, Patna."

   (iii) GST Number.

   (iv) Agency authorization documents.

   (v) PAN Number.

   (vi) Affidavit

   (vii) Certified copies of **5 years of experience certificates** for the supply/hiring of a

   250 KVA, 3 Phase, 50HZ, Silent Type DG Set with automatic changeover.
3. **Authentication:** Every page of the tender documents must be numbered and signed by the authorized person with the date and agency seal.
4. **Quantities:** The quantity of work may increase or decrease. Rates must be mentioned in both figures and words.
5. **Conditions:** Conditional Tenders will not be accepted.
6. **Site Survey:** A physical survey/inspection can be conducted on any working day.
7. **Security Deposit:** The successful bidder must deposit **10% of the total annual contract value** as a security deposit before the issuance of the work allotment.
8. **Work Order:** The work allotment order will be issued to the successful bidder as per BIADA rules.
9. **Payment:** Monthly payments for the hiring of the DG set will be processed after the agreement, based on the verification of satisfactory service.
10. **Duration:** The maintenance/contract period is for **One Year**, which may be extended for **Three Years** based on the Performance of work.
11. The bidder of Lowest Fuel consumption liter/hour & Rental Charge will be considered.
12. **Rights:** The undersigned or the competent departmental authority reserves the right to cancel the Tender without providing any reason.

Sd/-

Deputy General Manager (Technical)
BIADA, Patna