Bihar State Tourism Development Corporation Ltd.



REQUEST FOR PROPOSAL (RFP)

FOR

INTEGRETED SECURITYSERVICES

AT

Bihar State Tourism Development Corporation Ltd.

Note: Change in the document by the bidder is not permissible.



4.

6.

Bihar State Tourism Development Corporation Ltd.

A Government of Bihar Undertaking

Date: 23.09.2021

NOTICE INVITING E-TENDER

ForINTEGRATED SECURITY SERVICE AT BIHAR STATE TOURISM DEVELOPMENT CORPORATION LTD. PATNA

NIT. No: 03/02/Esstt/2021-22/1584/21

(Through e-procurement mode only – www.eproc.bihar.gov.in)

Bihar State Tourism Development Corporation Ltd. (BSTDC) a nodal agency for executing tourism infrastructure projects in the state of 1. Bihar, India, intends to execute tourism infrastructure projects at its tourism potential locations.

Bihar State Tourism Development Infrastructure Ltd. (BSTDC Ltd.) invites sealed bids from eligible experienced Firms/Contractors/Agencies/Bidders for execution of works as given below:-

SL. No.	Name of Work	Bid processing Fees	Bid Document Cost	Bid Security (EMD)	Contract Duration
1	Integrated Security Service	Rs. 1,180.00	Rs. 5000.00	Rs. 1,00,000.00	36 Months

Place & Date of Pre-bid meeting

: Date 22.10.2021 Time 3.00 Pm.

BSTDC office, Hotel KautilyaVihar, Beer Chand Patel Marg, Patna-800001

: From 18.10.2021 to 26.10.2021 up to 3.00 PM Through website: www.eproc.bihar.gov.in

5. Last date and time for receipt of bids online

Date of downloading of bid document

: Date 27.10.2021 Time 3.00 Pm. Last Date and time for Submission of hard copy of bid : Date 28.10.2021 Time 3.00 Pm.

7. Time and Date of opening of technical bids

: Date 28.10.2021 Time 3.30 Pm. Through website: www.eproc.bihar.gov.in

Time and Date of financial bids 8.

: To be Communicated later on

Place of bids validity 9.

10. Period of bids validity

: Through website: www.eproc.bihar.gov.in

: 180 days

11. Officer inviting bids

: Add. General Manager (BSTDC)

12. For participating in E-tendering process, the Tenderer shall have to get themselves registered to get user ID, Password and Digital signature. This will enable them to access the website www.eproc.bihar.gov.in and download/participate in E - tender. All tender queries related to this tender shall be communicated at contactbstdc@gmail.com.

13. (i) Bid processing fees to be paid through online mode i.e. Internet payment getaway (Credit/Debit Card), Net Banking, NEFT/RTGS. (ii) Bids along with necessary online payments must be submitted through e-procurement portal www.eproc.bihar.gov.in before the date & time specified in the NIT. The department does not take any responsibility for the delay/Non availability of internet connection, Network Traffic/Holidays or any other reasons".

14. The detailed eligibility criteria can be seen in the tender document. The tender documents can be obtained through website www.eproc.bihar.gov.in

15. Bid document cost /EMD should be paid by demand draft of any scheduled banks payable in favor of Bihar State Tourism Development Corporation Ltd, Patna. Original Bank Draft will have to be deposited in the office of Additional General Manager, Bihar State Tourism Development Corporation Ltd, Hotel Kautilya Vihar, Beer Chand Patel Marg, Patna-800001.

16. The bidders are requested to check their file size of uploaded documents at the time of submission & they should ensure that work file is uploaded If they feel that the complete file is not uploaded then they should click on cancel & update the same before submission The bidders should satisfy themselves of download ability/visibility of the scanned & uploaded file by them.

17. The bidder must use File size should be less than 5 MB and should be in PDF and JPEG formats.

18. No claim shall be entertained on account of disruption of internet service being used by bidders Bidders are advised to upload their bids well in advance to avoid last hour's technical snags.

19. In exceptional circumstances, the competent authority, BSTDC may solicit the Bidder's consent to an extension of the period of validity.

20. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.

21. The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc, in the online standard formats given for respective tenders in e-Procurement website (www.eproc.bihar.gov.in) at the respective stage only.

22. The bidders shall upload the scanned copies of all the relevant certificates, documents etc, in support of their eligibility criteria/technical bids and other certificate/documents in the e-Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity.

23. All the information/corrigendum/addendum related to the Tender shall be published on the website www.eproc.bihar.gov.in. The Authority shall have the right to reject the bid partially or fully without assigning any reason what so ever.

24. For any information please contact to Sri Brajesh Kishor, Manager Administration, Mobile No. 8544402437.

25. For more clarification, regarding the E -tendering process, please contact e-procurement, Helpdesk, First floor, M/22, Bank of India Building, Road No.-25, Sri Krishna Nagar, Patna-800001, Telephone No.-0612-2523006, Mobile No.-07542028164.

Add. General Manager,

BSTDCL, Beerchand Patel Path, Patna-800001, Tel No.-0612-2222622, Web: http://bstdc.bihar.gov.in Email Id-contactbstdc@gmail.com

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INSTRUCTION TO BIDDERS

1) **GENERAL**

A. The present tender is being invited for Integrated Security Services under which the agency shall provide uniformed and trained personnel to provide security of building, equipment, materials, visitors and staff working in Bihar State Tourism Development Corporation Ltd. (BSTDC).

2) OUALIFICATION OFBIDDERS

- A. The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in thebid.
- B. Bidder shall submit a copy of PAN issued under the Income TaxAct.
- C. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of thetender.
- D. Each Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary 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 tender price will not include any such amount. If BSTDC subsequently finds to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null andvoid.
- E. Each bidder shall submit only one tender. If a bidder participates in more than one bid, the bids shall berejected
- F. The bidder shall bear all costs associated with the preparation and submission of his bid and BSTDC in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tenderprocess.
- G. The bidder is required to provide Integrated Security Servicesto the BSTDCand is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the Agency has undertaken a visit to the BSTDC and is aware of the operational conditions /requirement prior to the submission of the tenderdocuments.
- H. The minimum average annual turnover (AATO) of the companies / bidder participating in the tender should be **Rs.5 Crores** on last fiveyears.
- I. The Security agency should have at least one single existing contract successfully completed contract of value Rs.1.00 Crore in any Government Organization.
- J. The company should be following HSE (Health, Safety and Environment) policy and should attached a copy of their EHS policy.

- K. The Security Personnel of the company should be on the master roll/permanent employee of the company and should receive pay slip at the end of each month. The Security companies participating in the tender should pay the employees their salary through bank transfer into their accounts.
- L. The security agency should get their guards insured for atleast to the sum of Rs. 3 Lakhs or as per requirement under law enforced Security agency should be able to provide EPF No. of each and every guard that can be verifies by the BSTDCon theinternet.
- M. The security agency should submit the proof of antecedent verification of guards through police and gram panchayat / ward counselor.
- N. The security agency should have active experience of more than 10 years in security industries.
- O. The security agency participating in the Bids should have manpower deployed in at least 3 organizations at the time of submission of Bids.

3) TENDERDOCUMENTS

A. Contents of the TenderDocuments

The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing security services. The tender document comprises of:

- i) Notice of Invitation of Tender including instructions to the Bidders
- ii) PriceBid
- iii) Terms and Conditions
- iv) Tender Form for Providing security services (Annexure -I)
- v) Scope of Work (Annexure -II)
- vi) Details of Manpower required (Annexure -III)
- vii) Evaluation Criteria (Annexure-IV)
- viii) Checklist for Documents (Annexure -V)
- ix) Checklist for Technical Evaluation (Annexure-VI)
- x) Undertaking (Annexure-VII)
- xi) Form of Bank Guarantee for Bid Security (Annexure-VIII)
- xii) Form of Agreement (Annexure IX)
- xiii) Form of Bank Guarantee for Performance Security (Annexure –X)

- **B.** The bidder is expected to examine all instructions, forms, Terms and Conditions in the Tender Document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the Tender Document in every respectwillbeattheBidder'sRiskandmayresultinrejectionofhisBid.
- **C.** The Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of this BidDocument.

4) PREPARATION OFBIDS

A. Language

Bids and all accompanying document shall be in English. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

B. Documents Comprising the Bid

Tender document issued for the purposes of tendering as described in Clause "4A" and any amendments issued shall be deemed as incorporated in the Bid.

- C. The bidder shall, on or before the submission date and time given in the Notice Inviting Tender, submit his bid in sealed envelopes clearly marked with the name of the Tender on the Cover Envelope. The Main/Cover Envelope should contain two envelopes clearly marked as Technical Bid and Financial Bid respectively. The Technical Bid should contain the relevant documents as required for Technical Evaluation of the Bidder and the Financial Bid Envelope should contain the Price Bid as prescribedhereunder.
- D. One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of thesame.
- E. The Bidder shall furnish the details regarding total number of works, as stated in Clause 2 completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide Security Services.

5) **BIDPRICES**

- A. Bidder shall quote the rates in Indian Rupees for the entire contract on a "single responsibility"basis such that the Tender price covers Agency'sall obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Integrated Security Services at Bihar State Tourism Development Corporation Ltd. Patna (BSTDC). This includes all the liabilities of the Agency such as cost of uniform and identity cards of personnel deployed by the Agency and all other statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the Agency.
- B. Conditional bids/offers will be summarilyrejected.

6) FORM OFBID

- A. The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. Copies of relevant power of attorney shall beattached.
- B. Currencies of Bid and Payment

The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees

C. Duration of Contract

The contract may be valid initially for two year plus and BSTDC reserves the right to extend the validity of contract on the same terms and conditions for such period 1 year as may be mutually agreed. BSTDC also reserves the right to curtail the validity of contract on its sole discretion if a service is not foundsatisfactory.

7) **BIDSECURITY**

- A. The Bidder shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs.1,00,000/- (Rupees One Lac Only) in the form of an Account Payee Demand Draft from a scheduled bank in favor of "Managing Director, Bihar State Tourism Development Corporation Ltd." payable at Patna along with the Bid document. The Bid Security shall remain valid for a period of forty-five days beyond the final bid validityperiod.
- B. The bid should be valid for a period of 180 days from the last date of submission of the Bid
- C. Any Tender not accompanied by Bid Security shall be summarily rejected.
- D. Bid securities of the unsuccessful bidders will be returned to them after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.
- E. Bid security of the successful bidder shall be returned on receipt of Performance Security in BSTDC and after signing of the contractagreement.
- F. Bid Security shall be forfeited if the bidder withdraws his bid during the period of bid validity.
- G. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by BSTDC.

8) FORMAT AND SIGNING OFBID

- A. The bidder shall submit on affidavit of abiding the term & conditions of the tender, one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.
- B. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by BSTDC, or are necessary to correct errors made by the bidder,in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

9) **SUBMISSION OFBIDS**

- A. The bidder shall upload as well as submit the Technical Bid in a separate sealed cover and the Financial Bid in another sealed cover duly super scribed and all these two sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed.
- B. The sealed cover of Technical Bid should consist of the following documents:
 - i. Bid Security as mentioned under Clause7A.
 - ii. Self attested details of the authorized person(s) of the applicant/firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
 - iii. Self attested copy of PAN No. card under Income TaxAct;
 - iv. Self attested copy of GST RegistrationNumber;
 - v. Self attested copy of Valid Registration No. of the Agency/Firm/Company/applicant;
 - vi. Self attested copy of valid Provident Fund RegistrationNumber;
 - vii. Self attested copy of valid ESI RegistrationNumber;
 - viii. Self attested copy of valid License and Number under Contract Labor Act and under any otherActs/Rules;
 - ix. Average Annual turnover supported by audited BalanceSheet;
 - x. Proof of experience supported by completion certificate from the concerned organizations; and
 - xi. Duly filled and signedAnnexure.
 - xii. All documents mentioned in Sl No-A to P in above BidderQualifications.
- C. The sealed cover of Financial Bid should contain Price bid duly filled in figures and words.
- D. Thelastdateforsubmission/receiptofBid(s)is27.07.2021 up to 03.00 pm**and** will be opened through website www.eproc.bihar.gov.inat 03.30 pm.

The tender shall remain valid and open for acceptance for a period of 180 days from the last date of submission of tender.

10) LATE AND DELAYEDTENDERS

- A. Bids must be received in BSTDC at the address specified above not later than the date and time stipulated in this document. BSTDC may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of BSTDC and the Bidder will be thesame.
- B. Any bid received by BSTDC after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

11) BID OPENING ANDEVALUATION

- A. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.
- B. Conditional bids will also be summarily rejected.
- C. Subsequently, the selected technical bids will be evaluated as per the methodology given in the Annexure-IV of the Tenderdocument.
- D. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

12) RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALLBIDS

- A. BSTDC is not bound to accept any bid and may at any time by notice in writing to the bidders terminate the tenderingprocess.
- B. BSTDC may terminate the contract if it is found that the Agency is black listed on previous occasions by any of the Corporations/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.
- C. BSTDC may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute theagreement.

13) AWARD OFCONTRACT

- A. The technical bids shall be evaluated based on Quality as explained in Annexure IV. The bids of the bidders will be evaluated on the basis of weightage to their Technical Score. The bidder achieving Technical Score equal to or more than 70 out of 100 willbe selected as the technically qualified bidder. Financial bids of only the technically qualified bidders will be opened.
- B. Subject to Clause 14, BSTDC will award the Contract to the Bidder who has offered the lowest Bid Price (hereinafter referred as successfulbidder)
- B. BSTDC will communicate the successful bidder by facsimile/ email confirmed by letter that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which BSTDC will pay to the Agency in consideration of the execution of work/services by the Agency as prescribedin the contract.

- C. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of Letter of Award. in the form of an Account Payee DD or Bank Guarantee from a Scheduled bank in an acceptable form (Annexure-X) in favor of Managing Director, Bihar State Tourism Development Corporation Ltd. payable atPatna.
- D. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Agencyaccordingly.
- E. The successful bidder will be required to execute an agreement within a period of 30 days from the date of issue of Letter of Award.
- F. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

14) BSTDC's Right to Accept any Bid and to Reject any or allBids

Notwithstanding Clause 13, BSTDC reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of Contract, without thereby in incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for BSTDC's action.

TERMS AND CONDITIONS OF THE CONTRACT

- 1. The security personnel to be provided shall be the employees of the Agency and the list of staff going to be deployed shall be made available to BSTDC within 15 days from the dateofLetterofAward. The list must be from the CV "ssubmitted with the technical bid and the deployment will be strictly after the approval of BSTDC.
- 2. The antecedents of security staff deployed shall be got verified by the Agency from local police authority and an undertaking in this regard to be submitted to BSTDC before deployment of the staff at thepark.
- 3. All statutory liabilities will be paid by the Agency such as ESI, PF, Workmen'sCompensation Act, etc. The calculation of ESI and EPF for the personnel deployed shall be governed by the EPF Act and ESI Act respectively i.e., the ESI and EPF for the wages of personnel deployed by the bidders shall be calculated on the basic wage which shall in no case be lesser than the minimum wage as notified by the Government from time to time.
- 4. The Agency will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official/representative of BSTDC. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Agency has to give an undertaking (on the format), duly countersigned by the concerned official of BSTDC, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
- 5. All liabilities arising out of accident or death of the personnel employed while on duty shall be borne by the Agency.
- 6. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Agency deployed, the supervisory staff will move in their areas of responsibility.
- 7. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with BSTDC/its authorized representatives.
- 8. Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by BSTDC and shall not knowingly lend to any person or company any of the effects of BSTDC under its control.
- 9. Under the terms of their employment agreement with the Agency, the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Agency.
- 10. That in the event of any loss occasioned to the park/BSTDC, as a result of any lapse on the part of the Agency which will be established after an enquiry conducted by BSTDC, the said loss can claim from the Agency up to the value of the loss. The decision of the Managing Director, BSTDC will be final and binding on theagency.

- 11. The Agency shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which BSTDC may issue from time to time and which have been mutually agreed upon between the twoparties.
- 12. BSTDC shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Agency reserves the right to change the staff with prior intimation toBSTDC.
- 13. The Agency shall be responsible to maintain all property and equipment of BSTDC entrusted toit.
- 14. The Agency will not be held responsible for the damages/sabotage caused to the property of the BSTDC Office due to the riots/mob's attack or any other event of forcemajeure.
- 15. The Agency will deploy supervisors as per the need given by the Corporation. The supervisors shall be required to work as per the instructions of BSTDC.
- 16. The personnel engaged by the Agency shall be dressed in neat and clean uniform (including proper name badges), failing which invites a penalty of Rs.500/- each occasion with intimation to the Agency and habitual offenders in this regard shall have to be removed as per instructions of BSTDC. The penalty on this account shall be deducted from the Agency'sbills.
- 17. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Visitors/Attendants in the **Park/Hotel/or anywhere** and should project an image of utmost discipline. BSTDC shall have right to have any person moved in case of Staff/Visitors/Attendants complaints or as decided by representative of BSTDC if the person is not performing the job satisfactorily or otherwise. The Agency shall have to arrange the suitable replacement in all such cases.
- 18. The eight hours shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shift are changeable and shall be fixed by BSTDC from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by BSTDC for double duty, ifany.
- 19. The personnelwillhave to report to BSTDC*sOffice,administrative office at least15 minutes in advance of the commencement of the shift for collecting necessary documents/instructions, and to complete all other required formalities as approved by BSTDC.
- 20. The Agency shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the Agency for BSTDC.

- 21. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the Agency and based on the documentaryproofjointlysignedbytherepresentativeofBSTDCandtheAgency/his representative/ personnel authorized by him. No other claim on whatever account shall be entertained by BSTDC.
- 22. Any damageorlosscaused by Agency'spersonsto BSTDC/BSTDC Unitin whatever form would be recovered from the Agency.
- 23. BSTDC will give basic training/ familiarization of the Security and Entry management services required to be done by the personnel to be deployed by the Agency under the contractfor2to3daysandthisperiodwillnotbecountedasshiftmannedbyAgency's personnel for the purpose of payment under thecontract.
- 24. In caseanyofagency'spersonnel(s)deployed under the contract is(are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by BSTDC and the same shall be deducted from the agency's bills.
- 25. Incaseanyofagency'spersonneldeployedunderthecontractfailstoreportintime and Agency is unable to provide suitable substitute in time for the same it will be treated as absence.
- 26. In case any public complaint is received attributable to misconduct/misbehavior of Agency"s personnel, a penalty or Rs.500/- for each such incident shall be levied and the same shall be deducted from Agency's bill. Further the concerned Agency's personnel shall be removed from the Park's systemismediately.
- 27. In case the Agency fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, BSTDC reserves the right to impose the penalty as detailedbelow:
 - a. 20% of cost of order/agreement/bill per week, up to four weeksdelays.
 - b. After four weeks delay Principal Employer reserves the right to cancel the contract and withhold the agreement and get this job carried out preferably from other Agency(s). The difference if any will be recovered from the defaulter Agency and also shall be black listed for a period of 4 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if sowarranted.
- 28. The Agency shall ensure that its personnel shall not at any time, without the consent of BSTDC in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by BSTDC and shall not disclose any information about the affairs of BSTDC. This clause does not apply to the information, which becomes public knowledge.
- 29. Any liability arising out of any litigation (including those in consumer courts) due to any act of Agency"s personnel shall be directly borne by the Agency including all expenses/fines. The concerned Agency"s personnel shall attend the court as and when required.
- 30. The Agency shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

- 31. "NOTICE TO PROCEED" means the notice issued by BSTDC to the Agency communicating the date on which the work/services under the contract are to be commenced.
- 32. Duringthecourseofcontract, if any Agency's personnel are found to be indulging in any practices causing any loss of revenue to BSTDC shall be entitled to terminate the contract for thwith duly for feiting the Agency's Performance Guarantee.
- 33. In the event of default being made in the payment of any money in respect of wages of any person deployed by the Agency for carrying out of this contract and if a claim therefore is filed in the office of the Labor Authorities and proof thereof is furnished to the satisfaction of the Labor Authorities, BSTDC may, failing payment of the said money by the Agency, make payment of such claim on behalf of the Agency to the said Labor Authorities and any sums so paid shall be recoverable by BSTDC from the Agency.
- 34. If any money shall, as the result of any instructions from the Labor authorities or claim or application made under any of the Labor laws, or Regulations, be directed to be paid by the BSTDC, such money shall be deemed to be payable by the Agency to BSTDC within seven days. BSTDC shall be entitled to recover the amount from the Agency by deduction from money due to the Agency or from the PerformanceSecurity.
- 35. The Agency shall not engage any such sub-Agency or transfer the contract to any other person in anymanner.
- 36. The Agency shall indemnify and hold BSTDC harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Agency.
- 37. The contracting agency shall not deploy any person below the age of 18 years and above the age of 55 years. The supervisor as well as security guards shall preferably be Ex serviceman. /They should be trained security related work including firefighting from recognized training institute. They shall be trained to operate various fire control equipment. The agency should provide necessary undertaking and proof in this regard.
- 38. The Agency shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personneldeployed.
- 39. BSTDC will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed forduty.
- 40. Security staff engaged by the Agency shall not take part in any staff union and associationactivities.
- 4l. The Agency shall bear all the expenses incurred on the following items i.e., Provision of torches and cells, lathis/ ballams, Umbrella (rainy season) and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as perrequirements.
- 42. BSTDC shall not be responsible for providing residential accommodation to any of the employee of the Agency.
- 43. BSTDC shall not be under any obligation for providing employment to any of the worker

of the Agency after the expiry of the contract. BSTDC does not recognize any employee employer relationship with any of the workers of the Agency.

- 44. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by BSTDC from the agency. If any underpayment is discovered, the amount shall be duly paid to the agency by BSTDC.
- 45. The Agency shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by BSTDC.
- 46. The Agency will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every 3 months.
- 47. The Agency shall disburse the wages to its staff deployed in the BSTDC's Unit every month through ECS or by Cheque with information to the representative of BSTDC.

48. OBLIGATION OF THEAGENCY

The Agency shall ensure full compliance with laws of India and Bihar with regard to this contract and shall be solely responsible for the same. The Agency shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Agency in respect thereof, which may arise.

49. Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

50. DISPUTERESOLUTION

a. AmicableSettlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

b. DisputeSettlement

Disputes shall be settled by arbitration in accordance with the following provisions:

i. Any dispute, which is not resolved amicably, shall be finally decided by reference to arbitration under the Bihar Public Arbitration Act,2008

- ii. The arbitration proceedings shall be conducted in accordance with procedure and provisions of the Bihar Public Works Contract Disputes Arbitration Tribunal Act, 2008 ("the Arbitration Act").
- iii. The arbitration proceedings shall be held at Patna and the Courts at Patna only shall have the jurisdiction.

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Bihar Public Arbitration Act, 2008 subject to the rights of the aggrieved parties to secure relief from any higher forum.

51. JURISIDICTION OF COURT

The courts at Patna shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between theparties.

52. REVISION OFRATE

Effect of revision of minimum wage as per revised circular of Government of Bihar may be considered against contractor's appeal supported by relevant document evidence, subject to approval of the competent authority of BSTDC.

PRICE BID FOR INTEGRATED SECURITY SERVICES AT BIHAR STATE TOURISM DEVELOPMENT CORPORATION LTD.

(To be submitted in a separate seal envelop marked "Price Bid")

Sl. No.	Designation	Number of Manpower Required per Shift (A)	Rate per person per shift per Day (B)	Monthly amount (C = AxBx3x30)	Yearly Amount (D = Cx12)
1.	Security Guard (Male)				
2.	Gunman				
3.	Security Supervisor				
4.		Sum total	(1+2+3)		(Amount in Figures) (Amount in Words)

NOTE: -

- 1. Rates quoted will include all statutory obligations of the Agency under Minimum Wages Act, Contract Labor (R&A) Act, weekly-off replacement charges, cost of uniform of personnel deployed by the Agency, all kinds of taxes, service charges, etc. of the agency. The rates quoted in Column B above will be for per shift of eight hours per person per day.
- 2. The breakup of the rates quoted shall also besubmitted.
- 3. The offers/bids which are not in compliance of Minimum Wages Act and any other Labor laws will be treated asinvalid.
- 4. The number of manpower required shown above is indicative and the actual quantity may vary.
- 5. The bidders shall quote the rates in IndianRupees.
- 6. All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would otherwise make the tender liable forrejection.

BIHAR STATE TOURISM DEVELOPMENT CORPORATION LTD. (BSTDC)

TENDER FORM FOR PROVIDING SECURITY SERVICES

1	Name and Address of the firm/agency and TelephoneNumbers	
2	Registration No. of theFirm/Agency	
3	Name, Designation, Address and Telephone No. of the Authorized Personof Agency	
4	Pan No. (Copy of PAN and Last three years financial returns to beenclosed)	
5	Provident Fund A/c No.—	
6	ESINumber	
7	License number under ContractLabour	
8	Details of the Bid Security Deposited a. Amount b. D.D. No. c. In favourof d. Date of Issue e. Name of the Bank	
9	Any otherinformation	
10	Declaration by theBidder	

Note:- This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

Signature of the Bidder Name and Address (with Seal)

SCOPE OF WORK

The Agency shall have to provide the integrated security services in Bihar State Tourism Development Corporation Ltd. Patna (BSTDC), Hotel KautilyaVihar, Beer chand Patel Marg Patna, R-Block Patna-800001.

The Agency shall ensure protection of the personnel & property of the BSTDC prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the campus of the Park Premises.

DUTIES AND RESPONSIBILITY OF SECURITY STAFF:

- 1. The Security Supervisor will be responsible for overall security arrangement of the concerned Premises covered in the contract.
- 2. Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of anykind.
- **3.** No items are allowed to be taken out 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 numbers of the above stated officers will be available with the Security personnel deployed at thegates.
- **4.** Deployment of Guards/Gunmen/Security Supervisors will be as per the instructions of the authorities of the Corporation and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
- **5.** The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Corporation.
- **6.** The Guards on duty will also take care of vehicles, scooters/motor cycles/bicycles parked in the parking sites located within the premises of the BSTDC
- **7.** Entry of the street-dogs and stray cattle into the premises is to be prevented.
- **8.** The Guards on patrol duty should take care of all the water taps, valves, water hydrants, etc. installed in the open all over the premises.
- **9.** It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by theoutsiders.
- **10.** The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other firefighting material available on the spot. They will also help the firefighting staff in extinguishing the fire or in any other naturalcalamities.
- 11. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Corporation. Guards/Supervisors should be sensitized for their role in suchsituations.
- 12. The Security Guard on duty shall not leave the premises until his reliever reports forduty.
- **13.** Any other provisions as advised by the Corporation may be incorporated in the agreement. The same shall also be binding on the Agency.

DETAILS OF MANPOWR REQUIRED AT BIHAR STATE TOURISM DEVELOPMENT CORPORATION LTD. PATNA (BSTDC) (in each shift)

Sl. No.	Details of Premises	Number of Security Guards (Male)	Number of Security Guards (Female)	Gunman	Number of Security Supervisor	Total
1	Entrance Gate	2	1	1		
2	Exit Gate	2	1			
3	VIP Entrance/Exit Gate	1			1	11
4	Ticket booking Counter	1		1		
5	Karuna Stupa	6	2			13
6	Museum	4	1		1	13
7	Meditation Centre	6	3		1	
8	Multilevel Parking	8			1	10
9	Landscaped Park Area	6			1	
10	CCTV Control				1	1
11	room Total	26	o	2	1	50
11	Total	36	8	2	4	50

EVALUATION CRITERIA

The bids shall be evaluated on Quality and Cost Based System (QCBS). The bids of the bidders will be evaluated on the basis of weightage to their Technical Score and Financial Score and thereafter arriving at a Net Score. The Net score shall be calculated on the basis of technical and financial score calculated as explained hereunder. The bidder achieving highest Net Score will be selected as the successful bidder.

Calculation of Technical Score

The specific technical evaluation criteria, with marks are given below:

SCORE OF TECHNICAL BID

			EVALUATION CRITERIA	
Sl.No.	PARTICULARS	FULL MARK	DISTRIBUTION OFMARKS	
1	Average Annual Financial Turnover(AATO) of last 3 years from Security business only	40	(i) AATO = or > 10Crore (ii) AATO = or > 7.5 Crore	40
	from Security business only		(iii) AATO= or > 5.0 Crore	0
2	No of trained security Guards on	15	(i) Greater than or equal to 250	15
	Roll of the agency (Submit the CV's with the documentary evidence		(ii) Between 250 to 150	10
	regarding training from approved institute). The format for submitting CV is attached as Annexure VI.		iii) less than or equal to 150	0
3	No of ex-servicemen Guards on Roll of the agency (Submit the CV's with	15	(i) Greater than or equal to 100	15
	the documentary evidence). The		(ii) Between 50 to 100	10
	format for submitting CV is attached as Annexure VI.		iii) less than or equal to 50	0
4	Experience of running security services in last three financial years	30	(i) Greater than or equal to 5	20
	(Satisfactory performance Certificate		(ii) Between 3 to 5	10
	from the employer must be attached) with minimum 25 personnel.		(iii) Less than or equal to3	0
	Total Marks	100		

The total marks obtained by a bidder out of 100 as per the above criterion shall be the TechnicalScoreofthatBidder–ST.Theproposalhaving**TechnicalScoreequaltoormore**than**70**willbedeclaredaseligiblebidderfornextstagei.e.openingoffinancialbid.

CHECK-LIST FOR PRE-QUALIFICATION BID FOR SECURITY SERVICES

Sl. No.	Required Documents	Page Number at which document is placed
1	Bid Security (EMD) of Rs.1,00,000/- (Rupees One Lakh Only) in the	
	form of DD issued by any scheduled commercial bank in favour of "Managing Director, Bihar State Tourism Development"	
	Corporation Ltd", valid for 45 days beyond the tender validity period	
2	Undertaking on a Stamp paper of Rs.1000/- (Rupees one thousand only) as per format prescribed in Annexure-VII).	
3	Self-attested copy of the PAN card issued by the Income Tax	
	Corporation with copy of Income-Tax Return of the last three financial	
	years.	
4	Self attested copy of GST No.	
5	Self attested copy of valid Registration number of the firm/agency.	
6	Self attested copy of valid Provident Fund Registration number.	
7	Self attested copy of valid ESI Registration No.	
8	Self attested copy of valid Licence No. under Contract Labour (R&A) Act, 1970.	
9	Proof of experiences of last three financial years as specified in clause	
	2.2 of the NIT along with satisfactory performance certificates from the	
	concernedemployers(OnlyCompletionCertificatewillbeconsidered	
10	for evaluation)	
10	Annual returns of last three years supported by audited balance sheet (clause 2.1 of NIT)	
11	CV of all trained security guards on roll with their certificates showing	
	training from recognized training institute (Training Certificate is	
	Mandatory)	
12	CV of all ex-servicemen security guards on roll with photographs and	
12	relevant document in proof of it	
13	Any other documents, if required. Documents required from Sl No-A to Q under Bidder Qualification with Self Attested.	
	Q under Didder Quantication with ben Attested.	

FORMAT for Submitting CV

Sl. No.	Particulars	
1	Name	
2	Father"s Name	
3	Address	
4	Qualification	
5	Date of Birth	
6	Height	
7	Age	
8	Experience in years in security services	
9	Signature	
10	Contact No	

(On Stamp paper of Rs. 1000/-)

UNDERTAKING

To,

Managing Director, Bihar State Tourism Development Corporation Ltd. (BSTDC, Hotel KautilyaVihar, Beer chand Patel Marg, R-Block, Patna-800 001

Name of the Agency	
Name of the Tender	Due Date

Sir,

- 1. I/We hereby agree to abide by all terms and conditions laid down in tenderdocument.
- 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 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, Relieving Charges, Uniform and Allowance thereof 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 of Bihar
- 4. Our Security Agency from time to time and shall be fully responsible for any violation of the Government Laws and StatutoryProvisions.

(Signature of the Bidder)
Name and Address of the Bidder.

FORM OF BANK GUARANTEE FOR BID SECURITY

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

bound unto sumofRs	LL MEN by these present thatwe(Name and address of ving our registeredofficeat(hereinafter called "the Bank") are o Bihar State Tourism Development Corporation Ltd. (hereinafter called "BSTDC") in for which payment will o be made to the said Employer, the Bank binds himself, his successors and assigns by nts.
submitted (hereinafte the sumofI	(Name of Bidder) (hereinafter called "the Bidder") has his biddated for providing Integrated Security Services er called "the Bid"). WHEREAS the Bidder is required to furnish a Bank Guarantee for Rs (Amount in figures and words) as Bid Security against "s offer asaforesaid.
	EREAS (Name of Bank) have at the request of the reed to give this guarantee as hereinaftercontained.
1. That t indulge said ter	r agree as follows:- the Department may without affecting this guarantee grant time of other to or ence to or negotiate further with the Bidder in regard to the conditions contained in the nder and thereby modify these conditions or add thereto any further conditions as may rually agreed upon between the Department and theBidder.
	ne guarantee herein before contained shall not be affected by any change in constitution Bank or in the constitution of the Bidder.
a.	The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based inIndia. Forty five days after the date of validity or the extended date of validity of the Bid, as the case may be, whichever islater.
	the expression "the Bidder" and "the Bank" herein used shall, unless such an etation is repugnant to the subject or context, include their respective successors and s.
THE CON	DITIONS of this obligation are: If the Bidder withdraws his bid during the period of Bid validity specified in the Form of Tender;
	Or
(ii)	If the Bidder refuses to accept the corrections of errors in hisbid;
	or

- (iii) If the Bidder having been notified of the acceptance of his bid by BSTDC during the periodofbidvalidityand(a)failsorrefusestofurnishthemPerformanceGuarantee and/or fails or refuses to enter into a contract within the time limit specified in the Bid Document.
- (iv) If the bid is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is blacklisted in Government of Bihar or in any other State Governments/UnionGovernment.

WE undertake to pay to BSTDC up to the above amount upon receipt of their first written demand, without BSTDC having to substantiate his demand provided that in the demand BSTDC will note that the amount claimed as mentioned above in (i), (ii), (iii)(a), (iii)(b), (iv), specifying the occurred condition or conditions.

Signature of Witness Signature of Authorized Official of the	neBank
Name of Official	
Designation	
IDNo	
Name of Witness (Stamp/Seal of Bank)	
•	Address of Witness

BIHAR STATE TOURISM DEVELOPMENT CORPORATION LTD.

FORM OF AGREEMENT

THIS AGREEMENT is madeontheday	(Month)	(Year) Between
Bihar State Tourism Development Corporatio	n Ltd. (hereinafter called "E	SSTDC"which
expression shall, unless excluded by or repugn	ant to the context be deeme	ed to include his
successors in office and assigns) of the onepar	t	
, ,		
	AND	
(Name and add	ress of the Agency) through	Shri
· ·	ative (hereinafter called	
expression shall, unless excluded by or rep		C ,
successors, heirs, executors, administrators,	•	
providing Integrated Security services to Bi	=	
Patna (BSTDC), Hotel KautilyaVihar, Beer	-	• •
	_	
providing safety, monitoring and surveillance	along with ticketing and en	my management system
at the BSTDC.		
NOW THE ACREMENT WITNESSET I	a fallarra.	
NOW THIS AGREEMENT WITNESSETH a	s follows:-	
1 7 4' 4 1 1 1 '	1 11 1 4	
1. In this Agreement words and expression		
assigned to them in the Terms and Conditions		
2. The following documents shall be deemed	to form and be read and co	onstructed as part of this
Agreement, viz:		
a. Letter of award ofcor		
b. Terms and Conditions	S;	
c. BidDocument;		
d. Annexures to BidDo	cument;	
e. Scope ofwork;		
f. Addendums, if any;ar		
g. Any other documents	forming part of thecontrac	t.
3. In consideration of the payments to be	made by BSTDC to the	Agency as hereinafter
mentioned, the Agency hereby covenants with	BSTDC to execute the Sec	curity servicesw.e.f
as per the provisions of this	Agreement and the biddocu	ıment.
4. BSTDC hereby covenants to pay the	Agency in consideration	of the execution and
completion of the works/services as per this A	Agreement and tender docu	ment, the contract price
ofRs(
5. Being the sum stated in the letter of Awa	rd subject to such addition	ns thereto or deductions
there from as may be made under the provision	ns of the contract at the tim	es in manner prescribed
by the contract.		-
·		
IN WITNESS WHEREOF the parties hereto h	have signed the Agreement	the day and the year
first above written.	2 2	, ,
For and on behalf of the Contractor	For and on behalf of	BSTDC
	2 of wind on outside off	
Signature of theauthorizedofficial	Signature of the auth	orizedOfficer
0	~-o	

Name of the official	Name of theOfficer					
Stamp/Seal oftheContractor	Stamp/Seal of the Employer					
Bythesaid	By thesaid					
Name	Name					
on behalf of the Contractor	on behalf of the Employer					
in thepresenceof: Witness	in the presenceof: Witness					
Name	Name					
Address	Address					
TelephoneNo:	TelephoneNo:					

ANNEXURE-X

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

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

1.	THIS	DEED	of	Guarantee (Name of								
	d Bihar St herpart.	tate Touri	sm De	evelopment		/ \				,		
	_(Rupees i	n figures	and w	s awarded the rords) (herein called the "A	nafter cal	lled the	_		•			
Pe				E Agency is total amount		•						
au	thorizedto	signandto	incur	edobligationsfo (Full name o	orandonb	ehalfo	fandiı	nthenar	neof			
BS		full amou		S							_	

5. After the Agency has signed the aforementioned contract with BSTDC, the Bank is engaged to pay BSTDC, any amount up to and inclusive of the aforementioned full amount upon written order from BSTDC to indemnify BSTDC for any liability of damage resulting from any defects or shortcomings of the Agency or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by BSTDC immediately on demand without delay without reference to the Agency 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 shortcomings or debts of the Agency.

The Bank shall pay to BSTDC any money so demanded notwithstanding any dispute/disputes raised by the Agency in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

- 6. THIS GUARANTEE is valid for a period of Twenty four (24) months from the date of signing..
- 7. At any time during the period in which this Guarantee is still valid, if BSTDC agrees to grant a time of extension to the Agency or if the agency 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 BSTDC and at the cost of the Agency.
- 8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of theagency.

payment whereof is intended to be hereby secured or the giving of time by BSTDC for the payment hereof shall in no way relieve the Bank of their liability under thisdeed.
10. The expressions "BSTDC", "the Bank" and "the Agency" hereinbefore used shallinclude their respective successors and assigns.
IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the dayof (Month) (year) being herewith dulyauthorized.
For and on behalfoftheBank. Signature of authorized Bank official Name Designation I.D.No Stamp/Seal of theBank. Signed, sealed and delivered for and on behalf of the Bank by theabovenamed in the presence of:
Witness-1.
Signature
Name
Address
Witness-2.
Signature
Name
Address

9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the