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.

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В	STDC

Bihar State Tourism Development Corporation Ltd.

A Government of Bihar Undertaking.

NOTICE INVITING E-TENDER

TA	10:03/07	/Esstt/2021-22/1584/21				T CORPORATION LTD. PATNA
1.1	vo. 05/02					Date: 23.09.2021
1. 2.	Bihar, In Bihar Sta	ا) ate Tourism Development C dia, intends to execute tour ate Tourism Development I ontractors/Agencies/Bidder	rism infrastructure proj nfrastructure Ltd. (BSTE) a nodal agency for exects at its tourism pote DC Ltd.) invites sealed b	ecuting tourism infras ntial locations.	tructure projects in the state of rienced
	SL. No.	Name of Work	Bid processing Fees	Bid Document Cost	Bid Security (EMD)	Contract Duration
L	1	Integrated Security Service	Rs. 1,180.00	Rs. 5000.00	Rs. 1,00,000.00	36 Months
3.	Place &	Date of Pre-bid meeting		: Date 22.10.2021 Tir BSTDC office, Ho		er Chand Patel Marg, Patna-800001
1.	Date of o	downloading of bid docume	ent	: From 18.10.202	1 to 26.10.2021 up to e: www.eproc.bihar.g	3.00 PM
5.	Last dat	e and time for receipt of bio	ds online	: Date 27.10.2021 T	ime 3.00 Pm.	
5.		e and time for Submission of		: Date 28.10.2021 1	Րime 3.00 Pm.	
<i>.</i>	Time an	d Date of opening of techni	cal bids	: Date 28.10.2021 T		
				Through websi	te: www.eproc.bihar.g	gov.in
3.		d Date of financial bids		: To be Communica		
Э.		bids validity			www.eproc.bihar.gov	.in
10.		f bids validity		: 180 days		
.1.		nviting bids		: Add. General Mai		
.2.	For part	icipating in E-tendering pro	ocess, the Tenderer sha	Il have to get themselv	es registered to get u	ser ID, Password and Digital signate
	This will	enable them to access the	website www.eproc.bił	har.gov.in and downloa	d/participate in E – te	nder. All tender queries related to
-		hall be communicated at co				
3.	(i) Bid pi	rocessing fees to be paid th	rough online mode i.e	. Internet payment get	away (Credit/Debit Ca	ard), Net Banking, NEFT/RTGS.
						eproc.bihar.gov.in before the dat
	time spe	cified in the NIT. The depa	artment does not take	any responsibility for	the delay/Non availab	pility of internet connection, Netw
		lolidays or any other reasor				
.4.	The det	tailed eligibility criteria c	an be seen in the t	ender document. The	e tender documents	can be obtained through web
	www.eproc.bihar.gov.in					
.5.	. Bid document cost /EMD should be paid by demand draft of any scheduled banks payable in favor of Bihar State Tourism Developme					
	Corporat	tion Ltd, Patna. Original Ba	ank Draft will have to	be deposited in the c	office of Additional G	eneral Manager, Bihar State Tour
		ment Corporation Ltd, Hote				
16.	The bidd	ders are requested to chec	k their file size of uploa	aded documents at the	time of submission 8	& they should ensure that work fill
						late the same before submission
		should satisfy themselves o				
.7.		ler must use File size should			and a second second where a second	
18.						s are advised to upload their bids v
		ce to avoid last hour's tech		0		
.9.	In excep	tional circumstances, the co	ompetent authority, BS	TDC may solicit the Bid	der's consent to an ex	tension of the period of validity.
20.						espective of the circumstances.
						the online standard formats given
	respectiv	ve tenders in e-Procuremen	t website (www.eproc.	bihar.gov.in) at the res	pective stage only.	1
22.						f their eligibility criteria/technical b
						g statements, documents, certifica
		d by him, owning responsib			0 11 1	
23.					shed on the website w	www.eproc.bihar.gov.in. The Autho
		e the right to reject the bid				gernin me natio
4.		information please contact				437.
25.	For more		e E -tendering process,	please contact e-procu	rement, Helpdesk, Fir	rst floor, M/22, Bank of India Buildi
						Add Conserved
						Add. General Manager,
						BSTDC, Patna
		DCL, Beerchand Patel Path, F				

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1) <u>GENERAL</u>

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 ofBids.

3) <u>TENDERDOCUMENTS</u>

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 theBidders
- 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 theBid

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) <u>BIDPRICES</u>

- 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 "<u>Managing Director, Bihar State Tourism</u> <u>Development Corporation Ltd.</u>" 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 summarilyrejected.
- 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 byBSTDC.

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 thebidder.
- 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 followingdocuments:
 - 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 theAgency/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 <u>www.eproc.bihar.gov.in</u>at 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 summarilyrejected.
- B. Conditional bids will also be summarilyrejected.
- 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 thecontract.

- 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 <u>Managing Director, Bihar State Tourism Development Corporation Ltd</u>. 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.ThelistmustbefromtheCV"ssubmittedwiththetechnicalbid and the deployment will be strictly after the approval ofBSTDC.
- 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 theAgency.
- 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's bills.
- 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's personsto 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)deployedunder 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'spersonneldeployedunderthecontractfailstoreportintimeand 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'spersonnel shall be removed from the Park's systemimmediately.
- 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 thecontract.

- 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. During the course of contract, if any Agency's personnel are found to be indulging in any corrupt practices causing any loss of revenue to BSTDC shall be entitled to terminate the contract for thwith duly forfeiting 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.
- 41. 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 theAgency.
- 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 byBSTDC.
- 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 byBSTDC.
- 46. TheAgencywillhavetodeposittheproofofdepositingemployee'scontributiontowards PF/ESI etc. of each employee in every 3months.
- 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 thejurisdiction.

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 OFCOURT

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.

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)					

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

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)

Sl.	Particulars	Details
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	

TENDER FORM FOR PROVIDING SECURITY SERVICES

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 theCorporation.
- **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 theBSTDC
- 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 thepremises.
- **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 theAgency.

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	15
7	Meditation Centre	6	3		1	
8	Multilevel Parking	8			1	10
9	Landscaped Park Area	6			1	
10	CCTV Control				1	1
	room					
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:

	PARTICULARS	EVALUATION CRITERIA			
Sl.No.		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 20	
			(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 regarding training from approved institute). The format for submitting CV is attached as Annexure VI.		(ii) Between 250 to 150	10	
			iii) less than or equal to 150	0	
3	No of ex-servicemen Guards on Roll	15	(i) Greater than or equal to100	15	
	of the agency (Submit the CV"s with 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	30	(i) Greater than or equal to 5	20	
	services in last three financial years (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			

SCORE OF TECHNICAL BID

The total marks obtained by a bidder out of 100 as per the above criterion shall be the TechnicalScoreofthatBidder–ST.Theproposalhaving**TechnicalScoreequaltoormore than70**willbedeclaredaseligiblebidderfornextstagei.e.openingoffinancialbid.

Page Number at SI. **Required Documents** which No. 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 Director. Tourism "Managing Bihar State Development Corporation Ltd", valid for 45 days beyond the tender validity period Undertaking on a Stamp paper of Rs.1000/- (Rupees one thousand only) 2 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. Self attested copy of valid Provident Fund Registration number. 6 Self attested copy of valid ESI Registration No. 7 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 for evaluation) Annual returns of last three years supported by audited balance sheet 10 (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) 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.

CHECK-LIST FOR PRE-QUALIFICATION BID FOR SECURITY SERVICES

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)

KNOW ALL MEN by these present thatwe______(Name and address of Bank), having our registeredofficeat______(hereinafter called "the Bank") are bound unto Bihar State Tourism Development Corporation Ltd. (hereinafter called "BSTDC") in sumofRs.______for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS (Name of Bidder) (hereinafter called "the Bidder") has submitted his biddated for providing Integrated Security Services (hereinafter called "the Bid"). WHEREAS the Bidder is required to furnish a Bank Guarantee for the sumofRs. (Amount in figures and words) as Bid Security against the Bidder"s offer asaforesaid.

ANDWHEREAS (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinaftercontained.

WE further agree as follows:-

- 1. That the Department may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Department and theBidder.
- 2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of theBidder.
- 3. That this guarantee commences from the date hereof and shall remain in forcetill:
 - 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.
 - b. Forty five days after the date of validity or the extended date of validity of the Bid, as the case may be, whichever islater.
- 4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

(i) If the Bidder withdraws his bid during the period of Bid validity specified in the Form ofTender;

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 thecontract.
- (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 theBank Name ofOfficial_____

_____Designation______ IDNo.

Name of Witness (Stamp/Seal of Bank)

Address of Witness

BIHAR STATE TOURISM DEVELOPMENT CORPORATION LTD.

FORM OF AGREEMENT

THIS AGREEMENT is madeonthe day (Month) (Year) Between Bihar State Tourism Development Corporation Ltd. (hereinafter called "BSTDC" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the onepart

AND

(Name and address of the Agency) throughShri

______, authorized representative (hereinafter called "the Agency" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Integrated Security services to Bihar State Tourism Development Corporation Ltd. Patna (BSTDC), Hotel KautilyaVihar, Beer Chand Patel Marg, R-Block, Patna-800001 for providing safety, monitoring and surveillance along with ticketing and entry management system at the BSTDC.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and constructed as part of this Agreement,viz:

- a. Letter of award of contract;
- b. Terms andConditions;
- c. BidDocument;
- d. Annexures to BidDocument;
- e. Scope ofwork;
- f. Addendums, if any;and
- g. Any other documents forming part of the contract.

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 Security servicesw.e.f as per the provisions of this Agreement and the biddocument.

5. Being the sum stated in the letter of Award subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor	For and on behalf of BSTDC
Signature of theauthorizedofficial	Signature of the authorizedOfficer

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

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

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

2. WHEREAS, BSTDC has awarded the contract for Integrated Security services work for Rs. ____(Rupees in figures and words) (hereinafter called the "contract") toM/s_____(Name of the contractor) (hereinafter called the "Agency").

3. AND WHEREAS THE Agency is bound by the said Contract to submit to BSTDC a Performance Security for a total amountofRs._____ (Amount in figures and words).

4. NOW WEtheUndersigned	(Name of the Bank) being fully
authorizedtosignandtoincurobligationsforandonbehalfofa	andinthenameof
(Full name of Bank), hereby	declare that the said Bank will guarantee
BSTDC the full amountofRs.	(Amount in figures and words) as
statedabove.	

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.

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

For and on behalfofthe_____Bank. Signature of authorized Bank official Name_____ Designation_____ I.D.No._____ Stamp/Seal of theBank.

Witness-1.

Address

Witness-2.

Name_____