



Govt. of Bihar

BIHAR STATE KHADI AND VILLAGE INDUSTRIES BOARD Department of Industries



Corrigendum -I

Due to the pandemic Covid 19 and nationwide lockdown, the date for the submission and opening of tender is extended as follows:

Previous Tender Notice 113 dated 17.03.2020 and PR No.-017496, dated 17.03.2020 for Selection of Manpower Agency for Providing Security Guards & Ancillary Services Personnel at Khadi Mall, East Gandhi Maidan, Patna, Bihar

Wherever appear in the bid Document or NIT

Last date of Receiving Bid Document

:15th April 2020 2 PM

Last date of Opening Bid Document:15th April 2020 4 PM

Will Appear As

Last date of Receiving Bid Document:

24th June 2020 2 PM

Last date of Opening Bid Document:

24th June 2020 5 PM

Further information can be obtained from the address mentioned below during office hours (10.30 AM to 5.00PM):

**Chief Executive Officer, Bihar State Khadi and Village Industries Board,
East Gandhi Maidan, Patna- 800001, Contact: 9771427746, 7004503382**

Mail id: kvibpatna@gmail.com Website: www.kvibbihar.com

PR No. 002002(Industries)2020-21

नागर कसेना के समय में निस्तुत जानकारी एवं सहायता हेतु  Talk Free No. **104** पर संपर्क कर सकते हैं।

यदि समझी - संबंधी किसी तरह की जानकारी अथवा सुझाव हेतु दूरभाष संख्या 0612-2217636 पर संपर्क किया जा सकता है।

किसी भी तरह आपदा की जानकारी अथवा सुझाव हेतु आपदा प्रबंधन के हेल्पलाइन नं. 1070 पर संपर्क किया जा सकता है।

REQUEST FOR PROPOSAL

FOR

**Selection of Manpower Agency for providing Security Guards & Ancillary
Services Personnel**

at

Khadi Mall, East Gandhi Maidan, Patna,

Bihar

Tender Notice No.: ...1.1.3..... Patna, Dated: 20th March 2020.

NAME OF FIRM

**Bihar State Khadi and Village Industries Board, Patna
(A Govt. of Bihar Undertaking)
7th Floor, Khadi Mall Building, Gandhi Maidan, Patna-800004
Phone No. 9771427746, Email id: kvibpatna@gmail.com
Website: www.industries.bih.nic.in, www.kvibbihar.com**

March 2020

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Disclaimer and Confidentiality

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The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Applicant(s)/Bidder(s), whether verbally or in documentary or any other form by or on behalf of Khadi Mall-BSKVIB or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by Khadi Mall (BSKVIB) to prospective Applicants. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal i.e. General Documents, Eligibility/Technical Proposal and Financial Proposal (the "Bid") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Khadi Mall (BSKVIB) or their advisors in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. It is intended to be used as a guide only and does not constitute advice, including without limitation, investment or any other type of advice. This RFP may not be appropriate for all persons, and it is not possible for Khadi Mall (BSKVIB), its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. Khadi Mall (BSKVIB) and its advisors assume that any person who reads or uses this document is capable of evaluating the merits and risks of any investment or other decision with respect to a property transaction, operation, its suitability and its financial, taxation, accounting and legal implications without any reliance on this document.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

This document may contain information prepared by third parties. Figures, calculations and other information contained in this document that has been provided to Khadi Mall (BSKVIB) by third parties have not been independently verified by Khadi Mall (BSKVIB). Any projections or analyses represent best estimates only and may be based on assumptions, which, while reasonable, may not be correct. Past performance of any property, market information described in this document is not a reliable indication of future performance of such property. At all times, Khadi Mall (BSKVIB) acts as an Authority only. Except where otherwise provided, all references to fee, rent, income or price are Tax/GST exclusive. Users should not rely on any information contained in this document as a statement or representation of fact and must make their own enquiries to verify and satisfy themselves of all aspects of such information, including without limitation, any income, fee/rentals, dimensions, areas, zoning and permits. While the information in this document has been prepared in good faith and with due care, no representations or warranties are made (express or implied) as to the accuracy, currency, completeness, suitability or otherwise of such information. Khadi Mall (BSKVIB), its advisors, officers, employees, subcontractors and agents shall not be liable (except to the extent that liability under statute or by operation of law cannot be excluded) to any person for any loss, liability, damage or expense arising directly or indirectly from or connected in any way with any use of or reliance on such information.

Khadi Mall (BSKVIB) accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Khadi Mall (BSKVIB), its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

Khadi Mall (BSKVIB) also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

Khadi Mall (BSKVIB) may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

Khadi Mall (BSKVIB) may also withdraw or cancel the RFP at any time without assigning any reasons thereof. Khadi Mall (BSKVIB) reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever. Khadi Mall (BSKVIB) reserve a right to call for any document in supporting of documents submitted by applicants

The issue of this RFP does not imply that Khadi Mall (BSKVIB) is bound to select Applicant or to appoint the Successful Applicant, as the case may be. Khadi Mall (BSKVIB) reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Khadi Mall (BSKVIB) or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and Khadi Mall (BSKVIB) shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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TENDER NOTICE

Reference for proposal for selection of Security Agency/Company for providing Manpower and Ancillary Services Personnel at BSKVIB, Patna

Khadi Mall (Bihar State Khadi and Village Industries Board), Patna
(A Govt. of Bihar Undertaking)

7th Floor, Khadi Mall Building, Gandhi Maidan, Patna-800004

Phone No. 9771427746, Email id: kvibpatna@gmail.com

Website: www.industries.bih.nic.in , www.kvibbihar.com

Tender Notice No. **113**

Sealed and separate tenders are invited from eligible applicant for 'Selection of Manpower Agency for providing Manpower and Ancillary Services Personnel in Khadi Mall, East Gandhi Maidan, Patna, Bihar'.

EMD	Cost of Tender Document	Last Date of Receiving bid	Date of opening of bid
Rs. 1,00,000.00	Rs.2,000.00	15 th April 2020 Before 2 PM	15 th April 2020 at 4 PM

The tender document can be obtained from the above mentioned Bihar State Khadi & Village Industries Board, Patna office of the undersigned, during office hours on any working day from date by paying the cost of tender document through cash or bank draft in favour of Bihar State Khadi & Village Industries Board, Patna.

The tender document can also be downloaded from "Tenders" on the website of the Department of Industries (www.Industries.bih.nic.in) and www.kvibbihar.com. If the document is downloaded from the above mentioned websites, the demand draft for the amount payable towards the cost of the document should be enclosed with the technical bid of the tender document. Any subsequent notification, changes and amendments shall be posted only on the aforesaid websites.

The bidding will be conducted in accordance with Single Stage and Two Envelop Bidding Procedure, based on the evaluation and qualification criteria as per details mentioned in the RFP.

Bidder shall submit one large envelope containing two separate sealed envelopes.

Part -I Technical Bid containing prequalification details scribed as "Technical Bid" with Tender Notice No. on the envelop, along with EMD.

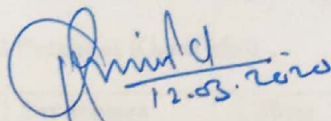
The cost of Tender and EMD shall be in the form of Demand Draft drawn in favour of "Bihar State Khadi & Village Industries Board, Patna and

Part -II Financial Bid (in separate envelope) containing only the rates related to tender documents, scribed as "Financial Bid" with Tender Notice No. on the Envelop.

The tender shall be received at Bihar State Khadi & Village Industries Board, Patna up to **15th April 2020 Before 2 PM at Khadi Board**. The technical bid of the tender shall be opened on same day. The date of opening of financial bid shall be communicated after scrutiny of technical bids. The financial bid of only those bidders who qualify in technical bid shall be opened.

For any further clarification regarding the submission of tender, contact the undersigned at the above mentioned telephone number.

The undersigned reserves all the rights to reject any or all the tenders without assigning any reason.


12.03.2020

Chief Executive Officer, Bihar State Khadi & Village Industries Board, Patna.

SECTION 1: Instructions to Bidders (ITB)

1.1 Background

- 1.1.1** Khadi Mall, Bihar State Khadi & Village Industries Board, Gandhi Maidan, Patna is a modern and integrated facility developed by Department of Industries, Govt. of Bihar to support Khadi, Handloom and Handicraft sector of Bihar and nearby areas. It provides ideal platform for trade enhancement, facilitation to both domestic and international buyers and carry forward the rich traditions of Khadi, Handloom and Handicrafts of Bihar region.
- 1.1.2.** The complex has been developed over a contiguous land of approx. 1 acre approx., at Gandhi Maidan, Patna Bihar. The project encompasses a developed area of approx. 50,000 sq. ft., with sub-components including Khadi mall, Food Kiosks, Restaurants, / Offices, parking facility for more than 50 cars, space for cultural and social functions, Khadi, Handloom and Handicraft exhibitions.
- 1.1.3.** The state of the art facilities offered at Khadi Bhawan, Bihar State Khadi & Village Industries Board, Gandhi Maidan, Patna, are equipped with automated Building Management Systems (BMS), central air conditioning and ventilation systems, power backup, fire protection and public address systems, lifts/escalators for ease of public movement on all levels and centrally monitored CCTV system for safety and security. Supporting infrastructure includes surface and basement parking facilities.

Brief description of Khadi Mall Spaces:

- 1.2.1** The project strategically offers requisite facilities for improving visitor's experience and engage them for a longer period of time to visualize the rustic feel of rural khadi and village industries.
- 1.2.2** The complex has 3 floors of shopping area in addition to top floor for cafeteria and also has ground floor with Parking Facilities.
- 1.2.3** The Khadi Mall, BSKVIB office is also attached to this Mall has seven floors consisting of administrative, training and exhibition area etc.

1.3 Details of Mall Spaces

- 1.3.1** Mall is located in the East Gandhi Maidan, Patna. It is one of the most populated and well connected area of Patna. Khadi Mall has super Built-up area for 21000 Sqft. with 3 floors. Ground to second floors are for shopping and third floor is for Cafeteria.

1.3.2 Details of Khadi Mall

Sl. No.	Particulars	Floor	Area (Appx.)
a)	Shopping Area	Ground, 1 st and 2 nd floor	18000 Sq. Ft.
b)	Cafeteria	3 rd floor	3000 Sq. Ft.
c)	Warehouse	1 st floor connected building	4200 Sq. Ft.
d)	Connected Building	Parking and rest of the 6 floors	25200 Sq. Ft.

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Floor wise details

Floor	Points	Nos
Ground Floor	Entry Gate	1
	Exit Gate (Proposed)	1
	Parking Area	1
	Outdoor Area	1
	Luggage Counter	1
	Shopping Area	Floor
	Genset Area	Main Building
	Lift Area	Inside Shopping Area
	Billing Counter	1
	Washroom Area	1
First Floor & Second Floor	Entry Gate	2
	Shopping Area	Complete Floor
	Wash Room Area	2
	Billing Counter	2
Third Floor	Entry Gate	1
	Cafeteria Gate	1
	Open Area Gate	1
	Cafeteria	1
	Wash Room Area	1
	Open Terrace	1

NOTES:

Note-1: Applicant shall submit proposal in prescribed format along with requisite information and documents.

Note-2: Applicant shall submit only one proposal under this RFP.

Note-3: The selection shall be done on L1 price quoted by the applicants for said services.

Note-4: In case of any concerns or difference of opinion regarding any security measures, decision of Board/ Department of Industries, Govt. Of Bihar, shall be final and binding.

1.4. Scope of work:

(a) Khadi Mall including Board Office is covered under this RFP and its various infrastructure & articles.

(b) Total requirement of security personnel & ancillary staffs may increase/decrease as per Khadi Mall (BSKVIB) requirement.

(c) Requirement chart for security and ancillary Personnel is given below;

S. No.	Post	Total No. of required Persons (Male/female)	Minimum qualification/ Experience
1.	Security Supervisor	01	Graduate & 3 years' experience
2.	Trained Security Guard	07	12 th pass & 3 years' experience
3.	Cleaning Staff	06	8 th Pass & 3years' experience
4.	Driver cum Guard	01	10 th Pass ,Commercial Licence &

			2 years' experience
5.	Electrician	01	ITI (Electrical) & 3 years' experience
6.	Counter Sales Representative	16	12 th pass & 2 years' experience
7.	Packer & Picker Staff	03	8 th Pass & 1 Year experience
8.	Billing Staff	05	Graduate, Short Term Computer Course (DCA,+Tally) & 3 years' of experience.
Total		40	

Note: Experience will be considered for same area of work

1.5 Invitation of Tender –

Chief Executive Officer, Khadi Mall (BSKVIB), Patna, hereby invites Sealed Tenders in the prescribed format for selection of Security Agency/Company for providing Manpower Services to Khadi Mll (Bihar State Khadi and Village Industries Board), herein after referred as Khadi Mall - BSKVIB, PATNA, from the reputed and experienced Security Agencies/Companies who are operating for last 5 years and supplying security guards in Government Dept./PSU The details of bids are as follows;

Tender Notice No.	
Name of the work	Security Guard and Ancillary Services at Khadi Mall (Bihar State Khadi Village Industries Board , “BSKVIB”), PATNA
Tender availability & Sealed Tender submission at	Chief Executive Officer Bihar State Khadi Village Industries Board (BSKVIB), PATNA.
Earnest Money Deposit	Rs. 1,00,000/- (Rs. One Lakh Only) in form of Pay Order / Demand Draft of a schedule bank, in favour of “Bihar State Khadi Village Industries Board”, Patna.
Sale of the Tender	From date of advertisement to
Last date & time of Submission of tender	15th April 2020 before 2 PM.
Opening of tender	15th April 2020 at 4 pm in the chamber of Chief Executive Officer, Bihar State Khadi Village Industries Board, Patna.

Note -

- Khadi Mall (BSKVIB), Patna will not be responsible for loss and postal delay.
- Right to accept or reject any or all the offers without assigning any reason whatsoever is reserved by the Chief Executive Officer, BSKVIB, Patna.
- Tender Document is not transferable.

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1.5.1 Terms and Conditions of Contract -

The personnel of the agency/company have to fulfil the following responsibilities.

(A) For security Personnel:

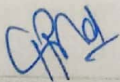
- (a) Exercising strict vigilance for protecting the property and assets from damage, loss, destruction and theft.
- (b) Ensuring proper flow of visitors and preventing unauthorized entry in the depot/office premises.
- (c) Round the clock patrolling of the scheduled specified area.
- (d) Ensuring and recording essential details of incoming and outgoing goods separately.
- (e) For Supervisor: To handle all security guard and ancillary Staffs for the security and sanitation purposes and other related works.
- (f) The security and ancillary personnel of the security agency/company must be fully equipped with proper uniform including summer, winter and rainy season kits, lathies, whistle, torch,

(B) For Cleaning Personnel & House keeping

- (a) Exercising strict cleanliness for maintaining the hygiene in the building areas.
- (b) Ensuring proper cleanliness of visitors' area and toilet area.
- (c) Round the clock cleaning of the specified area.
- (d) Ensure the cleaning before the visitor's timing, during visitor's hours and post visitor's hours.
(As per Mall opening timing)
- (e) Cleaning materials and equipment for cleaning, sales representative uniforms, coats etc. should be provided by the Agency.

1.5.2 Other Term & Conditions

- (a) The agency/company will have to abide by all the provisions of all applicable statutes including labour, taxation and other law applicable to its establishment during the period of its engagement and shall be responsible and accountable for breach or violation of any of the provisions of any Act, Rules, Regulation, Notification, Circulars issued from time to time by Govt. The agency/company shall provide an undertaking to this effect prior to the commencement of the job and indemnify Khadi Mall (BSKVIB), Patna against any breach of statues/laws etc.
- (b) The rate will be for a period of 36 months from the date of commencement of the contract.
- (c) The security agency/company will ensure that its staff will not divulge/share any information or other matter relating to the affairs of Khadi Mall (BSKVIB).
- (d) The security agency/company will ensure that all its personnel are physically fit and mentally sound. The minimum age of security personnel should be 22 (Twenty Two) years and the maximum age of security personnel should not be more than 45 (Forty Five) years.
- (e) The security agency/company will ensure that its personnel are properly trained to carry out their duties.
- (f) All security personnel of the agency/company must carry a proper photo identity card nameplate during duty hours.
- (g) In case of negligence, dereliction of duty, disorderly behaviour, other misconduct by security personnel of the agency/company, the agency/company will take proper disciplinary action against such personnel.



- (h) The agency/company will raise monthly bills at the beginning of each month for the duties performed in the previous month.
- (i) The agency/company will ensure timely payment of wages to its personnel.
- (j) The agency/company will provide additional manpower within a reasonable time, not exceeding one month, if so required on the written requisition of Khadi Mall (BSKVIB), Patna at the approved rates and terms and conditions.
- (k) The agency/company will execute the jobs undertaken directly through the assignment and not through sub-contracting.
- (l) Khadi Mall (BSKVIB), Patna is not bound to accept the lowest or any tender without assigning any reason thereof.
- (m) Khadi Mall (BSKVIB), Patna reserves the right to accept or reject any tender without assigning any reason whatsoever and the decision of Khadi Mall (BSKVIB), Patna in awarding the work shall be final and cannot be subject to arbitration.
- (n) Khadi Mall (BSKVIB), Patna has the right to increase or decrease the manpower deployment after giving one-month notice in writing.

1.5.3 Other details to be provided by the tenderer:

- (a) Constitution of the organization whether the organization is Public Limited Company, Private Limited Company, Partnership Firm and Proprietorship Firm may be indicated.
- (b) Names and Addresses of Chief Executive Officer/Partners/Proprietors to be provided.
- (c) In case of company, provide a copy of the Articles and Memorandum of Association and in case of Partnership Firm, provide a copy of partnership deed.
- (d) A copy of the latest income tax declaration certificate to be provided.
- (e) A copy of the income tax permanent account number must be provided.
- (f) Furnish the brief profile of former commissioned officers of the Defence forces/Former Gazette Officers of the Police or other Para Military Forces working in the agency/company indicating name, last rank held in Defence/Police/Para Military Services and their present job assignment in the agency/company.
- (g) Index sheet must be prepared and attached accordingly.
- (h) Technical Bid and financial bid format are attached as T-1 & F-1. The same format will be furnished and enclosed for Khadi Mall (BSKVIB) ready reference.
- (i) The selection of candidates will be done through interview by the Khadi Mall (BSKVIB) and the final decisions will be of Khadi Mall (BSKVIB) regarding the candidate's selections. The selected agency shall arrange the interview of all the candidates at Khadi Mall (BSKVIB) office.

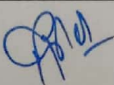
1.5.4 Compensation Package:

- (a) In the event of failure/inability to provide security personnel as per deployment plan/requirement, Khadi Mall (BSKVIB) may deduct up to 5% of the monthly invoice value of the wages apart from deduction of daily wages for each day of absence of the number of security personnel.
- (b) In even after taking all necessary precautions any loss, damage, theft of property belonging to Khadi Mall (BSKVIB) and its employees taken place within the specified area, it will be construed the such mishap has taken place due to negligence on part of the agency/company and it shall be liable to compensate for 100% of the damage/loss theft.

1.6. Eligibility Criteria:

The Security agency/company must full-fill the following criteria failing which their offer will be liable to be summarily rejected;

#	Eligibility Criteria	Documents required for Evaluation
I	The applicant should be Proprietary firm, Partnership firm, Company or Corporate Body, Society or Trust having its operating office in Bihar.	1. Pan of the Entity and 2. Registration Document of the Proprietorship, in case of Partnership- Partnership Deed /Firm Registration Certificate from Registrar of Firm, In Case of Co or LLP- Certificate of Incorporation issued by MCA or ROC, In case of Society or Trust- Certificate of Registration and by Laws 3. Proof of operating office in Bihar
II	Minimum Experience of 5 Years in supply of Manpower OR Providing House Keeping in Govt./PSU undertaking	1. Experience Certificate –Work Orders 2. Invoice Copies of the Same Orders 3. Payment Receipts –Proof of Payment Received-If paid 4. Work Closure Certificate-if any 5. Contract Agreement of the Running Contract
III	Minimum 04 work orders for supply of Manpower out of which one should demonstrate that the vendor is supplying at least 100 Manpower every month in any one single contract in Govt./PSU undertaking	1. Experience Certificate –Work Orders 2. Invoice Copies of the Same Orders 3. Payment Receipts –Proof of Payment Received-If paid 4. Work Closure Certificate-if any 5. Contract Agreement of the Running Contract
IV	The Partners/Shareholders of the agency/company must be Indians.	Pan/Aadhaar, Proprietorship firm/Partnership Firm/Director/Society Member
V	The applicant should have at least 3 (three) running contract, the annual value of which must not be less than Rs. 40 lacs for each contract.	1. Copy of Agreement of running contract 2. Copy of work order of running contract and 3. Self –attested details of running contracts in a tabular form on the letter head of the applicant.
VI	Performance Certificate/ Work Completion Certificate rendered by client/clients for having completed such work of at least totaling to Rs 500 Lakhs or more in Last 5 Years.	1. Copy of Agreement of completed contract 2. Copy of work order of completed contract 3. Performance certificate of completed Contracts or work orders And 4. Self –attested details of all relevant orders in a tabular form on the letter head of the applicant.



#	Eligibility Criteria	Documents required for Evaluation
VII	Average Annual Turnover of last three years should be minimum Rs. 300 Lacs (Cumulative total Turnover of three years should be Rs. 900 Lakhs) Financial Year-2016-17 Financial Year -2017-18 Financial Year- 2018-19	1. Audit Report 2. Income Tax return 3. GST or VAT Returns
VIII	Non-Blacklisted Document(Y/N)	1. Affidavit for the same
IX	GST Registration Document (Y/N)	1. GST Registration Certificate
X	EPF Registration (Y/N)	1. EPF Registration Certificate
XI	ESI Registration (Y/N)	1. ESI Registration Certificate
XII	ISO Certificate	1. ISO Certificate
XIII	Current Labour License for minimum 200 workers. (Y/N)	1. Table of all the current Labour Licenses 2. Self-Attested copy of all Labour Licenses issued by any of the State Labour Department clearly highlighting the no of labour allowed in the licenses.
XIV	No Case pending with Police against the proprietor/Firm/Partners/Directors or Co.	1. Self-declaration on the letter head of the entity.
XV	The Security agency/company must have a proper license required for security agency and should be valid for more than 12 months as on the date of tender.	1. Copy of License issued by the Govt. Dept. clearly highlighting the validity of the License.

Note - The bidder should have to enclose all the notarized requisite supporting documents with tender as mentioned in the eligibility criteria. Bids of only those Bidders who are meeting the Eligibility Criteria specified above will be technically qualified. Those bidders who do not qualify technically their financial bids will not be opened.

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1.6.1. TECHNICAL EVALUATION CRITERIA

Sl. No.	Criteria		Maximum Technical Score
1	Number of Years of establishment of firm	5-7 Years 7-10 Years > 10 Years	05 10 15
2	Turnover in last 5 Years	10-12 Cr. 12-15 Cr. >15 Cr.	05 10 15
3	Work completion in last 5 Years	5-7.5 Cr. 7.5-10 Cr. >10 Cr.	05 10 15
4	Working Contract (Annual Value)	50 lacs to 1 Cr. 1 Cr. 1.5 Cr. >1.5 Cr.	05 10 15
5	Training Infrastructure		10
6	Interview		30
TOTAL MARKS			100

'Minimum Technical Score' for required for opening Financial Bid – 70 marks

1.7 Earnest Money Deposit (EMD):

1.7.1 Proposal should necessarily be accompanied by an **Earnest Money Deposit for an amount of Rs. 1,00,000/-** (Indian Rupees One Lacs only) through Account Payee Demand Draft/Banker's Cheque/RTGS/NEFT to the bank account as per bank details provided in the term sheet.

1.7.2 EMD will not bear any interest payable by the Authority to the successful Applicant

1.7.3 EMD of successful Applicant shall be retained by the Authority till Security Deposit is submitted by the successful Applicant. EMD of unsuccessful Applicants will be returned after expiry of the final proposal/bid validity and latest on or before the 90th day after the award of the contract.

1.7.4 EMD shall be forfeited and proposal of Applicant shall be cancelled in the following cases:

- a) if any information or document furnished by the Applicant turns out to be misleading or untrue in any material respect; and
- b) if the successful Applicant fails to execute the Work Agreement within the stipulated time.

1.8 Security Deposit:

1.8.1 Successful Applicant shall submit **Security Deposit (SD) Equivalent to 5 % of Contract Value** by successful Applicant for the Work term. Security Deposit (SD) shall be submitted through Demand Draft/Banker's Cheque / Bank Guarantee in the name of BSK VIB/RTGS/NEFT to the bank account as per bank details provided in the LOI. Security Deposit should remain valid for a period of Ninety (90) days beyond the date of expiry of Work period.

1.8.2 Security Deposit to be submitted by the Applicant before signing of agreement. Security Deposit shall not bear any interest payable by the BSK VIB to the successful Applicant/lessee. EMD will be refunded to the successful bidder on receipt of Security Deposit.

1.8.3 Exiting from agreement after payment of Security Deposit even without providing manpower shall lead to forfeiture of Security Deposit and all other payments made.

1.8.4 In case the agency causes any physical damages to the property of the Khadi Mall (BSK VIB) or has any undue practices, the Khadi Mall (BSK VIB) shall have discretionary rights to execute the repair of damages and recover the amount from the lessee or adjust the equivalent amount from the submitted Security Deposit.

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SECTION -2- TENDERING PROCEDURE

Evaluation, Award and Signing of Agreement

2.1 Overview of Selection Process:

2.1.1 The proposals received for '**Selection of Security Agency/Company for providing Manpower & Ancillary Services Personnel**' shall be evaluated according to eligibility criteria and financial proposal of eligible applicant; and the work order shall be allotted to eligible applicants solely on the basis of lowest quotation (L1 basis) as per financial proposal of eligible applicant.

2.1.2 Applicants need to clearly indicate the Tender (RFP) Title on Outer Envelope and Inner Envelops of proposal.

2.1.3 Bids will be opened by Bid Opening Committee on the scheduled date, time and at the venue indicated in the NIT or as amended later, in presence of bidders who wish to attend the bid opening.

2.1.4 **Envelop-1** will be opened first and shortlisting of eligible applicants will be done based on receipt of requisite forms, documents and EMD as per pre-qualification. Proposals not enclosed with requisite details, forms, documents or EMD shall be rejected. In case any applicant submits more than one proposal, all proposals of such applicant shall stand cancelled.

Enclosures of Envelop-1 should not include the financial proposal, in case the financial proposal is included in Envelop 1, the proposals of such applicant shall be declared non responsive and shall stand cancelled.

2.1.5 **Envelop-2** (Financial Proposal) of eligible applicants shall be opened. Eligible applicants shall be ranked as per lowest rates quoted

2.1.6 Applicant having lowest financial proposal (Manpower cost per head per shift per month, as per attached financial bid sheet) shall be identified as successful applicant.

2.1.7 From the time the proposal is opened till the time applicant is invited for allocation / allotment (shall be communicated through LOI / notice by the Authority), the applicant should not contact Authority on any matter. Any effort by the applicant to influence in examination, evaluation, ranking of proposals or recommendation for award of contract may result in rejection of the applicant's proposal.

2.1.8 No request for alteration, modification, substitution or withdrawal shall be entertained by Authority in respect of proposal already submitted by the applicant.

2.1.9 At the time of prequalification evaluation of tender, evaluation committee may ask for any documents (submitted or not submitted) for ascertaining eligibility of the bidder if it think fit in public interest. However, only those documents will be considered for evaluation which is issued on or before the last date of submission of tender.

2.2 Evaluation for eligibility:

2.2.1 Evaluation of Eligibility of the Applicant

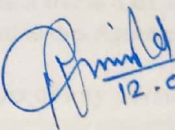
a) Documents would be checked for adherence with the prescribed criteria.

b) By submission of the proposal, it is deemed that the applicant has accepted all the terms and conditions as prescribed in this RFP.

2.2.2 Prior to evaluation of proposals, the Authority shall determine whether each proposal is responsive to the requirements of the RFP by opening the Envelop-1. A proposal shall be considered responsive only if

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- a) It is received within Due Date including any extension thereof;
 - b) It is accompanied by the EMD in accordance with the proposal document;
 - c) It is signed, sealed, bound and marked (tender title, name of applicant and submission address) as stipulated in this RFP document;
 - d) It is accompanied by separately sealed financial proposal;
 - e) It contains all the information (complete in all respects) as requested in the RFP;
 - f) It does not contain any condition or qualification;
- 2.2.3 The Authority reserves the right to reject any proposal which is non-responsive.
- 2.2.4 The Authority shall evaluate the responsive proposals on the basis of the eligibility criteria and ranking system defined in this RFP.
- 2.2.5 Notwithstanding anything contained in this RFP, The Authority reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.
- 2.3** The tender shall be submitted in two parts, T-I will be Technical Bid and F-I will be Financial Bid, kept in two separate envelopes. These two envelopes shall be placed inside a bigger envelop, sealed & properly super scribed. It should be clearly mentioned "**Technical Bid**" and Name & address of the firm on the first envelop and Financial bid and Name & address of the firm in the second envelop.
- 2.3.1 Part -I: Technical bid -The technical bid shall be submitted in T-1 format along with all the prescribed documents mentioned in the eligibility criteria.
- 2.3.2. Part - 2: Financial bid - It will be submitted in F-1 format. The price should be quoted inclusive of all taxes with total amount.
- 2.3.3. L-1 bidder will be selected and awarded the contract.
- 2.4. Period of contact –**
Period of contract will be 03 years from the award of the work. It will be renewed subjected to satisfactory performance and mutual consent with same terms and conditions.


12.03.2020

Chief Executive Officer
BSKVIB, Bihar, Patna

SECTION 3: Key Clauses of Agreement with Manpower Agency

Following are the key clauses of Manpower Agency agreement, and Authority/ Board may appropriately add /modify terms in draft agreement.

3.1 Breaches/Surrender/Termination of Agreement

3.1.1 Surrender of Agreement by giving advance 90 days' notice.

3.1.2 Breach of Agreement or Events of Default:

Following shall be considered as Material Breach of the Agreement by Agency resulting in Agency Events of Default:

- (a) If the Agency has failed to perform or discharge any of its obligations in accordance with the provisions of Agreement with Manpower Agency, unless such event has occurred because of a Force Majeure Event, or due to reasons solely attributable to the Board without any contributory factor of the Agency.
- (b) If the Agency fails to pay Salary to the person employed by the Agency, penalty or damage herein specified or any other due to be paid by the Agency to the Govt. by the stipulated date.
- (c) If the Agency makes any change in ownership of Agency by sale, merger or acquisition.
- (d) If the Agency during pendency of the Agreement with Manpower Agency becomes insolvent or is put under receivership by a competent court.
- (e) If the Agency is in persistent non-compliance of the written instructions of officials authorized by the Board.
- (f) If the Agency or any of its representatives cause an incident or accident that results in injury or death to employees/ tourists/ other occupants/ visitors or loss to property of the Board.
- (g) If the Agency is in violation of any of the other clauses of Agreement with Manpower Agency and after written notice (unless otherwise specifically mentioned therein) from the Board fails to cure the Default to the satisfaction of the Board.
- (h) If any representation made or warranties given by the Agency under this Agreement is found to be false or misleading.
- (i) If the Agency engaging or knowingly has allowed any of its employees, agents, or contractors to engage in any activity prohibited by law or which constitutes a breach of or an offence under any law, in the course of any activity undertaken pursuant to this Agreement.
- (j) If the Agency has created any encumbrance, charges or in favour of any person or agency, over the Board and Mall Space, save and except as otherwise expressly permitted under this Agreement.
- (k) If a resolution for voluntary winding up has been passed by the shareholders of the Agency.
- (l) If any petition for winding up of the Agency has been admitted and liquidator or provisional liquidator has been appointed or the Agency has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Board, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Lease under this Agreement. If the Agency has abandoned the Board and Mall Space for more than 7 days without written approval from the Board or his/her appointed representative.
- (m) If the Agency is found to be violating the list of banned/prohibited usage as per clause 3.4

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3.2 Force Majeure

3.2.1 Neither the Board nor Agency shall be liable for any inability to fulfil their commitments and obligations hereunder occasioned in whole or in part by Force Majeure, any of the following events resulting in material adverse effect, shall constitute force majeure events:

- (a) Earthquake, Flood, Inundation, Landslide.
- (b) Storm, Tempest, Hurricane, Cyclone, Lighting, Thunder or other extreme atmospheric disturbances.
- (c) Acts of terrorism.
- (d) War, hostilities (Whether war be declared or not), invasion, act of foreign enemy, rebellion, riots, weapon conflict or military action or civil war.
- (e) Strikes or boycotts, other than those involving the Board, its contractors, or their employees, agents etc., and
- (f) Any other similar things beyond the control of the party, except court order/ court judgment.

3.2.2 Occurrence of any Force Majeure shall be notified to the other party within 7 days of such. If any Force Majeure continues, the party notifying the Force Majeure condition may be entitled to, though not being obliged, to terminate this agreement by giving a notice of one week to the other party and interest free security deposit shall be refunded by the Board to the Agency after adjusting outstanding dues, if any.

3.3 Indemnity and Insurance

3.3.1 The Agency hereby undertakes to indemnify and hold the Board harmless against all costs, damages, liabilities, expenses arising out of any third party claims relating to non-competency of its manpower; quality of the manpower.

3.3.2 The Agency hereby undertakes to indemnify the Board against all losses and claims in respect of death or injury to any person or loss or damage to any property which may arise out of or in consequence of the execution and completion of works and remedying defects therein and against all claims, proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.

3.3.3 The Agency hereby undertakes that the Board shall not be liable for or in respect of any damages or compensation payable to any workman or other person in the employment of Agency or any of his/her contractors/ sub-contractors. The Agency shall indemnify and keep indemnified the Board against all such damages and compensation; all claims proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

3.3.4 The Agency shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition) Act-1976 including any subsequent amendment thereof and the rules made there under. Agency shall indemnify the Board for any loss and damages suffered due to violation of its provision.



- 3.3.5 The Agency hereby indemnifies the Board against any loss, damage or liabilities arising as a result of any act of omission or commission on part of Agency or on part of its personnel or in respect of non-observance of any statutory requirements or legal dues of any nature.
- 3.3.6 The Agency hereby undertakes to discharge all statutory obligations and liabilities in connection with employment of its personnel in the said premises. Agency hereby indemnifies the Board against any liability arising in connection with the employment of its personnel in the said premises by the Board. Agency hereby undertakes to carry out police verification of its employees and submit the copy of same to the Board, in accordance with the Board's policies regulations prevalent at that time.
- 3.3.7 The Agency shall indemnify the Board from any claims that may arise from the statutory authorities against any statutory taxes, statutory dues, local levies, etc. in connection with this Lease.
- 3.3.8 The Agency shall indemnify the Board from any damage charges to be incurred if the Board and Mall Space has not been kept in good, safe, clean condition as required under this agreement.
- 3.3.9 The Agency shall indemnify the Board from any serious accident caused due to negligence of the Agency, resulting in injury, death to commuters or the Leaser employees or loss to property of the Board.
- 3.3.10 The Agency shall be liable for and shall indemnify, protect, defend and hold harmless the Board, officers of the Board, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgments arising out of the failure of the Agency to discharge its obligations under this clause and to comply with the provisions of Applicable laws and Applicable Permits.
- 3.3.11 The Agency shall indemnify and keep indemnified the Board for any losses/ penalties on this account levied by any judicial/statutory authorities/courts, in case, the Agency misused all liabilities for mis-user charges and mis-user proceedings.
- 3.3.12 Insurance and Waiver of Liability: The Agency shall bear the cost, throughout the term of the Lease, for a comprehensive general liability insurance covering injury to or death of any person(s) while working in premises of the Board, including death or injury caused by the sole negligence of the Agency or the Agency's failure to perform its obligations under the agreement. Upon the Board's request, the Agency shall submit to the Leaser, suitable evidence that the foregoing policy or policies are in effect. In the event of the default i.e. avoiding the insurance cover, the Agency agrees and undertakes to indemnify and hold the Board harmless against any and all liabilities. Losses, damages, claims, expenses suffered by the Board as a result of such default by the Board.

3.4 Prohibited activities at Khadi Mall (Bihar State Khadi & Village Industries Board), Gandhi Maidan, Patna, Bihar:

The Agency and its manpower should not use any of the Prohibited products, activities as per statute, as per agreement and notice or order by Khadi Mall (BSKVIB) as and when serviced.

3.5 Khadi Mall is the commercial wing of BSKVIB and contract / agreements under this RFP is totally on commercial Terms & Conditions. The Khadi Mall (BSKVIB) do not have any responsibility of manpower affected due to activation or termination of tender thereafter agreement. Continuity of this

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tender or agreement totally depends upon the performance of manpower, Khadi mall and related stake holders.

Application format for Technical Bid: T-1

Name of the Applicant :

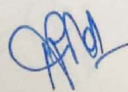
Address of the applicant :

Contact No. Of Applicant :

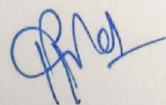
Contact Person of the applicant :

Email Id of Applicant :

#	Eligibility Criteria	Documents Submitted for Evaluation	Document Furnished	Page No.
I	The applicant should be Proprietary firm, Partnership firm, Company or Corporate Body, Society or Trust having its operating office in Bihar.	1. Pan of the Entity and 2. Registration Document of the Proprietorship, in case of Partnership- Partnership Deed /Firm Registration Certificate from Registrar of Firm, In Case of Co or LLP- Certificate of Incorporation issued by MCA or ROC, In case of Society or Trust- Certificate of Registration and by Laws 3. Proof of operating office in Bihar		
II	Minimum Experience of 5 Years in supply of Manpower OR Providing House Keeping in Govt./PSU undertaking	1. Experience Certificate –Work Orders 2. Invoice Copies of the Same Orders 3. Payment Receipts –Proof of Payment Received-If paid 4. Work Closure Certificate-if any 5. Contract Agreement of the Running Contract		
III	Minimum 04 work orders for supply of Manpower out of which one should demonstrate that the vendor is supplying at	1. Experience Certificate –Work Orders 2. Invoice Copies of the Same Orders 3. Payment Receipts –Proof of		



#	Eligibility Criteria	Documents Submitted for Evaluation	Document Furnished	Page No.
	least 100 Manpower every month in any one single contract in Govt./PSU undertaking	Payment Received-If paid 4. Work Closure Certificate-if any 5. Contract Agreement of the Running Contract		
IV	The Partners/Shareholders of the agency/company must be Indians.	Pan/Aadhar, Proprietorship firm/Partnership Firm/Director/Society Member		
V	The applicant should have at least 3 (three) running contract, the annual value of which must not be less than Rs. 40 lacs for each contract.	1. Copy of Agreement of running contract 2. Copy of work order of running contract and 3. Self –attested details of running contracts in a tabular form on the letter head of the applicant.		
VI	Performance Certificate/ Work Completion Certificate rendered by client/clients for having completed such work of at least totaling to Rs 500 Lakhs or more in Last 5 Years.	1. Copy of Agreement of completed contract 2. Copy of work order of completed contract 3. Performance certificate of completed Contracts or work orders And 4. Self –attested details of all relevant orders in a tabular form on the letter head of the applicant.		
VII	Average Annual Turnover of last three years should be minimum Rs. 300 Lacs (Cumulative total Turnover of three years should be Rs. 900 Lakhs) Financial Year-2016-17 Financial Year -2017-18 Financial Year- 2018-19	1. Audit Report 2. Income Tax return 3. GST or VAT Returns		
VIII	Non-Blacklisted Document(Y/N)	1. Affidavit for the same		
IX	GST Registration Document (Y/N)	1. GST Registration Certificate		
X	EPF Registration (Y/N)	1. EPF Registration Certificate		



#	Eligibility Criteria	Documents Submitted for Evaluation	Document Furnished	Page No.
XI	ESI Registration (Y/N)	1. ESI Registration Certificate		
XII	ISO Certificate	1. ISO Certificate		
XIII	Current Labour License for minimum 200 workers. (Y/N)	1. Table of all the current Labour Licenses 2. Self-Attested copy of all Labour Licenses issued by any of the State Labour Department clearly highlighting the no of labour allowed in the licenses.		
Xiv	No Case pending with Police against the proprietor/Firm/Partners/Directors or Co.	1. Self-declaration on the letter head of the entity.		
XV	The Security agency/company must have a proper license required for security agency and should be valid for more than 12 months as on the date of tender.	1. Copy of License issued by the Govt. Dept. clearly highlighting the validity of the License.		

Place: _____

For & on behalf of
.....

Date: __/__/2020

Signature

Designation



Application format for Financial Bid: (F-1)

Financial wages: quoted Rs. per month

Name of Firm;

The evaluation will be done on the basis of total cost of manpower for Khadi Mall (BSKVIB), as per below mentioned table. **(Total of Column 8)**

S.No	Name of Post	Amount payable to Candidates (Inclusive of all statutory Responsibility of the contactor)	Service charge	Statutory charges like GST	Total cost	No of Persons	Cost to Khadi Mall (BSKVIB)
1	2	3	4	5	6=(3+4+5)	7	8=7*6
	Security Supervisor					01	
	Trained Security Guard					07	
	Cleaning Staff					06	
	Driver cum Guard					01	
	Electrician					01	
	Counter Sales Representative					16	
	Packer & Picker Staff					03	
	Billing Staff					05	
	Total (Rs.)					40	

Place :

Date :

For & on behalf of

Signature

Designation