REQUEST FOR PROPOSAL (RFP)

FOR

SUPPLY OF MANPOWER FOR HOUSEKEEPING/SWEEPER & SECURITY GUARDS SERVICES

FOR

BIHAR RURAL DEVELOPMENT SOCIETY (BRDS)

RURAL DEVELOPMENT DEPARTMENT

GOVERNMENT OF BIHAR

RFP No: BRDS/ SW /2023-24/01

Address for communication:

Bihar Rural Development Society, 5th Floor, Biscomaun Bhawan Gandhi Maidan Patna-800001, Bihar (India)

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Introduction

The Rural Development Department (RDD), Government of Bihar is implementing several large Centrally Sponsored Schemes (CSS) including Mahatma Gandhi National Rural Employment Guarantee (MGNREGA), RURBAN and Pradhan Mantri Awaas Yojana-Gramin and State Schemes like Mukhyamantri Gramin Awas Yojna, Mukhyamantri Vaas Sthal Kray Sahayata Yojna, SECC etc. These schemes, programs and projects, at the state level, are supported by Bihar Rural Development Society (BRDS) in terms of Programs implementation, Financial Management, Human Resources Development Management, and Information Technology & E-Governance. BRDS is a society registered under the Society Registration Act 1860, as an Autonomous organization under the aegis of Rural Development Department (RDD) which is supporting overall implementation and oversight of flagship schemes. The overall control upon BRDS rest with Rural Development Department (RDD), Government of Bihar. The various abovementioned schemes of RDD, Bihar are implemented at districts level & Blocks level & Gram Panchayat level of the State with the involvement of District Rural Development Agencies- DRDA's.

Invitation for Tender Offers

BRDS invites sealed tender (Technical bid and Financial bid) from eligible, reputed service agencies for supply of manpower for Housekeeping/Sweeper and Security Guards at Bihar Rural Development Society (BRDS), Patna-800001, Bihar for three year.

Key Events & Dates

Tender Notice No	RFP No: BRDS/ SW /2023-24/01		
Bid Security /EMD	Rs.25,000/-(Rupees Twenty Five thousand only)		
Date of Issue	06/09/2023		
Date of Pre-Bid Meeting with the bidder	26/09/2023,03:30PM		
Last date and time of submission of Bids	10/10/2023, 02:00PM		
(Technical & Financial)			
Date and time of opening of Technical Bids	10/10/2023, 03:00PM		
Address of Communication and Pre-Bid Meeting	Bihar Rural Development Society, 5 th Floor, BISCOMAUN Bhawan, West Gandhi Maidan Patna-800001, Bihar (India)		
Name of the contact person for any clarification	Shri Saroj Kumar Contact: 7250731604		
E-mail address	brdsprocurement2@gmail.com (Please quote the RFP No in the Subject Line)		
Validity of Proposal	(90) Ninety days from the date of opening of Financial Bid.		

Note: BRDS reserves the right to cancel the Tender process at any stage.

CHAPTER-2

Instructions to Bidders

- The Bidder may download Tender Document along-with terms and conditions from Departmental/BRDS website https://state.bihar.gov.in/rdd and www.brds.bih.nic.in, at tender section. Bidder must keep track of any corrigendum and /or addendum or any change in the schedule or any other relevant information issued in respect of the subjected tender by BRDS.
- Bidders are required to submit their offers in the prescribed format through one of the methods: hand delivery, speed post, or courier. Bidders must include an Earnest Money Deposit (EMD) in the form of a Demand Draft payable at Patna in favour of "Bihar Rural Development Society (BRDS)" with an amount of Rs. 25,000/- (Twenty-Five thousand only) along with bid. It is important to note that offers submitted without the EMD will be promptly rejected, unless exempted by a Government Authority.
- The envelope must be super-scribed on top with "SUPPLY OF MANPOWER FOR HOUSEKEEPING/SWEEPER & SECURITY GUARDS SERVICES".

Technical Bid: -

- The bidder will have to deposit EMD Rs.25,000/- (Rupees Twenty-Five Thousand Only) in the form of Demand Draft drawn on any Nationalized/Schedule bank in favour of "Bihar Rural Development Society (BRDS)" Payable at Patna along with a "Technical Bid" in the office of Bihar Rural Development Society, 5th Floor, Biscomaun Bhawan, West Gandhi Maidan, Patna-800001, Bihar, Otherwise the bid will not be considered.
- The technical information has to be prepared very carefully as indicated in the tender document since it will be the basis for the pre-qualification of bidders. Only relevant and to the point information /document should be submitted. Failure to provide any required information, may lead to the rejection of the offer. Bidders must read the tender document very carefully before signing on it. Technical formats i.e. all Annexure, except Financial Bid Annexure/ Schedule, any other relevant supporting documents including all the pages of tender document must be signed by the authorized representative along with date as token of acceptance of the terms & conditions of tender and uploaded.
- The tender shall be submitted in two separate sealed covers, duly completed in all respects viz. one for "earnest money and technical bid" and the second for "Financial Bid (Price)". Both envelops must be kept in a single envelop and to be submitted to BRDS.
- Submission of more than one bid by a single bidder is not allowed.

Opening & Evaluation of Technical Bid.

- **BRDS** will form a Selection Committee for evaluation and ranking of Bids received. This committee will undertake evaluation & opening of bids, final selection of the company, negotiations (if any) on various terms and conditions, etc.
- All bids received will undergo scrutiny to evaluate their eligibility based on the qualifying criteria. Bids that fail to meet the qualifying criteria will be rejected at any stage of the evaluation process.
- Each Technical Bid will be checked to confirm that it has remained sealed.
- The eligibility criteria will be first evaluated as per request for Bid for each bidder. Scrutiny of the tender document will be done by the Selection Committee to determine whether the documents have been

properly signed, Bid Security Deposit paid and all relevant papers submitted. Tenders not confirming to such requirements will be prima facie rejected. All the bid proposals will be evaluated based on the eligibility criteria. The Selection Committee will evaluate and shortlist bidders who meet all eligibility criteria and subsequently announce the qualified bidders for further Financial/Commercial Evaluation.

Financial Bid: -

- This envelope shall consist of financial format/schedules. The rates as given in the schedule shall quote in figures and the rates must be exclusive of all taxes/GST in financial bid. The bidder is required to check the prices/amount carefully before submitting financial bid.
- BRDS reserves the right to reject any or all the offers without assigning any reasons thereof.

Opening of Financial Bids

- Financial bid will be opened on date as mentioned in RFP Documents or as per notification issued on our web site as mentioned in RFP.
- At the opening of Financial Bids, Bidder representatives who choose to attend will sign an Attendance Sheet.
- Each Financial Bid will be checked to confirm that it has remained sealed.
- Financial Bid will be opened in the presence of representatives of the Bidders. Bidders are required to
 be present at the designated date, time, and location for the opening of the Financial Bid. Failure to
 attend will result in the Financial Bid being opened in their absence. Financial Bid will be opened in
 presence of Evaluation Committee. Representative will read out aloud the name of the Bidder and the
 total price shown in the Bidder's Financial Bid.

Evaluation of Financial Bids

- The Selection Committee will carefully examine the contents of each Financial Bid. During the review
 process, the Committee, authorized personnel, and other individuals involved in the evaluation are
 prohibited from seeking clarification or additional information from any bidder who has submitted a
 Financial Bid. The detailed contents of each Financial Bid will be thoroughly assessed by the Selection
 Committee.
- Selection Committee reserves the sole right for carrying out amendments/modification/changes
 including any addendum to this tender document. All Bidders shall be notified of the amendment in
 writing by email or post and all such amendment(s) and shall be binding on them.

Information for Bid submission:

a. Contact Details:

 For any inquiries related to this procurement, all communication should be addressed to the CEO, BRDS for arranging meetings, conferences or technical discussions concerning the Bid Document. Unauthorized contact outside of this official channel may result in the immediate rejection of the proposer's Bid Document response. Substantive questions will be addressed in writing. To obtain further details and Bid documents, please contact

Name & Designation	Mr. Saroj Kumar, Director, e-Governance & IT, Bihar Rural Development Society
Address	Bihar Rural Development Society 5 th Floor, Biscouman Bhawan West Gandhi Maidan Patna-800001, Bihar (India)
Contact details	Mob: +91 7250731604 Email: <u>brdsprocurement2@gmail.com</u>

CHAPTER-3

Eligibility Criteria

- i. The bidder must be a Firm/Proprietary/Company registered under Companies Act. with an experience of minimum 05 years in the field of Housekeeping & facility management. The Bidder should have adequate / quantified experience of minimum 5 years for providing security Guard and Sweeper in Govt sector.
- ii. The Bidder should have an average annual turnover of at least **Rs.25 lakhs** during each of three consecutive financial years **2020-21**, **2021-22**, **2022-23**; Copy of ITR (Downloaded from Income Tax Web site), Audited copies of Financial Statements to be enclosed.
- iii. Handled minimum 2(two) individual completed annual contract (At least one in Govt. Sector) in Housekeeping, Guest House Maintenance Management in Bihar / having value of not less than Rs. 10 Lacs (Rs. Ten lacs) only excluding Taxes. The Bidder shall provide all details required in the **Annexure**, along with the self-attested copies of the supporting documents.
- iv. The Bidder should have valid GST Registration.
- v. The Bidder should have Head/Branch office in Patna with basic infrastructure.
- vi. The Bidder shall not be eligible if any of the above criteria are not fulfilled. BRDS reserves the rights to modify or amend the eligibility criteria. The decision of BRDS will be final & Binding in this regard.

CHAPTER-4

Scope of Work and Terms and Conditions

SCOPE OF WORK AND TERMS AND CONDITIONS FOR HOUSE KEEPING:

- 1. Cleaning of all the office related areas of BRDS right from the Entry Gate.
- 2. Cleaning of Inner and exterior walls and their floor area, including all the Cabins, Chambers, Offices, Conference Hall etc.
- 3. Cleaning of all Wash Rooms, Toilet Block and Bath Rooms, Water drinking places and Wash basins with material such as acid, detergent, pesticides etc and keeping soaps, odonil in the toilets as per requirement. These toilet blocks and wash rooms are to be washed and cleaned two times a day.
- 4. The cleaning job require dusting, collecting wastage & garbage and dispose of it at a fixed place in the campus or outside the campus daily. Cleaning of doors, floors, windows, ceiling fans, tube lights/bulbs, switch boards and roofs twice in the month.
- 5. Cleaning of the furniture of office every day before 9.30 A.M.
- 6. Regular cleaning of the dirt spreader to remove debris caused by birds and animals as well as cleaning the roofs at least twice a month. Prompt removal and proper disposal of deceased animals and birds found in the office or on the roof as soon as they are noticed.
- 7. The Housekeeping personnel should ensure that the collected garbage should be disposed off on daily basis. Accumulation of waste by housekeeping staff shall lead to penalty.
- 8. Computers and keyboards cleaning.
- 9. Other miscellaneous services
- 10. In case of absence of the sweeper / worker, the contractor has to provide replacement in two hours.
- 11. The Contractor will engage requisite number of professionally qualified, experienced staff required for the said purpose. The services shall be provided 8: 00 AM to 5: 30 PM and beyond working hours also when necessary. The minimum staff to be employed by the Contractor is 2 for Housekeeping. Numbers of Housekeeping may be increased as per the requirement.
- 12. The Contractor must possess registration under Contract Labour Act from the appropriate authority. The Contractor shall furnish list of the employees with their names, addresses and contact numbers. Full responsibility for the wages, service conditions, claims, damages and compensation to such employees will rest with the Contractor.
- 13. The Contractor will be responsible for acts and omission of the persons employed by him/her.
- 14.If it is observed by BRDS that the maintenance is not done as per BRDS requirement, BRDS reserves the right to carry out the work and cost shall be recovered from the maintenance charges payable to the Contractor.
- 15. The Personnel employed by the Contractor shall demonstrate the example of honesty and integrity towards BRDS. There must not be any type of incident of offendable negligence on the part of the employees. The incident of theft will not be tolerated. The willful negligence and improper behavior or anydamage to the property of the BRDS will lead to the termination of the employee and heavy penalty to the contractor.

SCOPE OF WORK AND TERMS & CONDITION FOR SECURITY GUARDS:

SCOPE OF WORK FOR SECURITY GAURDS:

- 1. Each of the Security Guard will come in time at his post and relieve the guard on duty.
- 2. Night Shift Security Guard will report any incident to the BRDS as and when he come to know. He will also report any lapses with regards to the safety and security of the campus.
- 3. Each of the Security Guard will take care of the movable as well as immovable property of the BRDS such as materials, instruments, and Equipment's etc.
- 4. The Security Guard posted at the parking area will see that the staff and guest park their vehicle in proper manner to avoid any difficulty to others.
- 5. The Security Guard will take care of the left-out properties like purse, wallet, Laptop, Tiffin Box etc. of the staff and hand them over or deposit at BRDS in HR Section.
- 6. The Security Guard is authorized to prevent entry of any unauthorized individuals into BRDS premises. To do so, they have the authority to request the identity card of any unknown person.
- 7. The Security Guard will report any illegal activities to the BRDS authority.
- 8. The Security Guard will direct guests' vehicles to the designated parking area and will not permit any vehicles beyond that point without prior permission from the BRDS Authority, specifically for access to the administrative area
- 9. The Security Guard will check the inward and outward materials at the main gate.
- 10. The Security Guard is responsible for maintaining an inward and outward register for visitors and outsiders at the main gate.
- 11. The Security Guard will have to inform BRDS about his leave from duty prior to proceed on leave.
- 12. The Security Guard's behavior should be polite and decent with the staff and guest.
- 13. The Security Guard will perform any other duties stipulated by any of the BRDS Authority.
- 14. All of the Security Guards will be under the supervision of designated officers of BRDS.
- 15. The Security Guards will be checked daily while entering at the BRDS as well as while going from the BRDS. The Contractor will keep a note of every personnel employed by him and their belonging while entering into the BRDS and will check the same while going out of BRDS.
- 16. The willful negligence, damage to the BRDS property, misuse of water and theft will not be tolerated and the person so accused will have to move away from the BRDS.

The bidder may visit the site to have a clear understanding of the requirement in regards to consumable items, tools, machineries, housekeeping equipment, etc.

NOTE: All the above-mentioned scope of works are indicative and not exhaustive. BRDS reserves the right to add/delete any work under the scope of work. In case the contractor fails

to perform any of the works prescribed in the tender documents to the satisfaction of BRDS and/or express inability to execute any work, BRDS will have the option to get the work done from a third party and the cost shall be recovered from the monthly bills of the contractor. In case of any negligence or intentional damage is observed on the part of contractor's staffs, the cost of such repair/replacement shall be recovered from the monthly bill of the contractor.

Clarification of Tender Document

The prospective Bidders requiring any clarification regarding Tender Document may communicate via e-mail @ brdsprocurement2@gmail.com as per the scheduled dates given in the tender.

Amendment of Tender Document

At any time prior to the last date of bid submission, BRDS may, for any reason, whether at its own initiative or in response to a clarification requested by prospective Bidders may modify the Tender Document by an amendment. The amendment will be notified in writing /published on the department /BRDS website.

Completeness of Response

Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP document or submission of a proposal not substantially responsive to the RFP document in every respect will be at the Bidder's own risk and may result in rejection of its Proposal.

Validity of the Tender

The Bid shall be valid for a maximum period of 90 days from the date of Opening of Tender. In exceptional circumstances BRDS may extend validity of bid.

Language

The Bidder shall quote the rates in English language and international numerals. The rate shall be in whole numbers. These rates shall be entered in figures as well as in words. In the event of variation in number written in figure and words, the number written in words will be taken as final.

Rectification of Errors

Arithmetical errors in the Financial Bid will be rectified on the following basis.

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
- If there is a discrepancy between words and figures, the amount in words shall prevail.
- If Bidder does not accept the correction of errors, Bid will be rejected and Bid security may be forfeited.

Rejection of Bid

Bids may be rejected on occurrence of any one of the following events /conditions.

- Any effort by a Bidder to influence BRDS in its decisions on bid evaluation, bid comparison or contract
- If the information provided by the Bidder is found to be incorrect /misleading.
- Any evidences of cartelization.
- Bids without signature of person(s) duly authorized on required pages of the bid.
- Bids without power of authorization and any other document consisting of adequate proof of the ability & eligibility of the signatory to bind the Bidder.
- Bids submitted without or with improper EMD.

Technical Rejection Criteria

- Technical Bid containing Commercial/Financial details.
- Revelation of Prices in any form or by any reason before opening the Financial Bid.
- Failure to furnish all information required by the RFP Document or submission of a bid not substantially responsive to the Tender Document in every respect.
- Bidders not quoting for the complete scope of Work as indicated in the Tender documents, addendum (if any) and any subsequent information given to the Bidder.

- Bidder's not complying with the Technical and General Terms and conditions as stated in the RFP Documents.
- Bidder's not confirming to unconditional acceptance of full responsibility of providing services in accordance with the Scope of work and Service Level Agreements of this tender.
- If the bid does not confirm to the timelines indicated in the bid.

Financial Bid Rejection Criteria

- Incomplete Financial Bid.
- Price Bids that do not confirm to the Tender's price bid format.

Right to Accept or Reject the Tenders

The right to accept the bid in full or in part/parts will rest with BRDS. However, BRDS does not bind itself to accept the lowest bid and reserve itself the authority to reject (during any stage of the Tender Process) any or all the bids received without assigning any reason whatsoever.

Tenders, in which any of the particulars and prescribed information are missing or are incomplete, in any respect and/or prescribed conditions are not fulfilled, shall be considered on responsive and are liable to be rejected at the discretion of BRDS.

BRDS may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

Price Basis

Prices quoted by the Bidder shall be considered as firm and fixed prices during the entire execution of the contract and not subject to variation on any account.

Modification and Withdrawal of Bids

No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid.

Clarification of bids

During evaluation of Bids, BRDS, at its discretion, may ask the Bidder for clarification about Bid. The request for clarification and the response shall be in writing (e-Mail) and no change in the substance of the Bid shall be sought, offered or permitted.

The prospective Bidders requiring any clarification regarding Tender Document may communicate by email @ brdsprocurement2@gmail.com as per the schedule of dates given in the tender.

Assignment

The Bidder shall not assign, in whole or in part, its obligation to perform under this contract, except with BRDS prior written consent. The Bidder shall notify BRDS in writing of all sub-contracts awarded under the contract, if not already specified in its bid. Such notification, in its original bid or later, shall not relieve the Bidder from any liability or obligation under the contract.

Annulment of Award

Failure of the successful bidder to comply with the requirement as mentioned in scope of work shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event BRDS may make the award to any other bidder at the discretion of the BRDS or call for new bids.

Award of Contract

All the firms qualifying against the eligibility criteria will be ranked based on price quoted in Financial Bid.

In the case of Tie-up considering the following factors (priority-wise)

(i) Turnover of the firm

(L1) bid will be determined for each type of service and successful bidder would be issued a letter of award subject to their submission of a Performance Guarantee of 5% of Estimated Contract Value, drawn

in favour of "Bihar Rural Development Society (BRDS)" Performance security shall be returned to the supplier without any interest, within 60 days of the date of completion of all such obligations under the contract.

(ii) **Termination of contract:** BRDS reserves the right to terminate the contact at any stage without assigning any reasons thereof.

Before the expiry of the period of validity of the proposal, BRDS shall notify successful Bidder in writing by registered letter/ e-mail that its bid has been accepted.

The Bidder shall acknowledge in writing receipt of the notification of award and shall send his acceptance to enter into agreement within three (3) days of receiving the notification.

If any Vendor fails to execute the order, BRDS will be free to award the contract to next Vendor provided L2 matches L1's price and if L2 does not agree, it will be awarded to L3 subject to L3 matching L1's price and in that order. All Vendor has to provide the services at the lowest bid price.

Commencement of Work

The successful bidder shall commence the work within 5 days from date of awarding the contract and shall proceed with the same with due expedition without delay.

If the Bidder / selected Agency fail to start the work within stipulated time as per LOI / Work Order or as intimated, BRDS at its sole discretion will have the right to cancel the contract. The Security Deposit with BRDS will stand forfeited without any further reference to him and without prejudice to any and all other rights of BRDS in this regard.

All the work shall be carried out under the direction and to the satisfaction of BRDS.

Terms of Payment

All payments shall be released directly by BRDS to the Bidder except as otherwise provided in the tender. Deductions towards liquidated damages shall be made against payment due to the vendor.

The monthly payment of bills needs to be submitted with following details: -

- Details of Bill on the letter head with RTGS / NEFT Details.
- Original copies of bills for purchase of related materials.

BRDS will have the absolute right to forfeit Bank Guarantee if sufficiently convinced of negligence and lack of dedication to work on the part of the Bidder.

Earnest Money Deposit (EMD)

Document to be enclosed: -

Earnest Money of Rs.25,000/- by way of Demand Draft/Pay order (Bankers Cheque) issued by a Nationalized Bank, issued in favour of "Bihar Rural Development Society (BRDS)" payable at Patna, is required to be submitted in a sealed envelope (off line mode).

Following information should be marked on the face of the sealed envelope.

Name of Party
Tender No
Earnest Money Amount Issuing Bank Date
EMD must be submitted in a sealed envelope addressed to

CEO,
Bihar Rural Development Society,
5th Floor, Biscomaun Bhawan,
West Gandhi Maidan,
Patna-800001, Bihar (India)

The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the

amount of the EMD.

- The public sector companies will not be exempted from submitting EMD until and unless they submit document pertaining to directives of Government of India in this regard of the Tender.
- No interest or any other expenses, whatsoever in regard to EMD will be payable by BRDS.
- The Micro Small and Medium Enterprise (MSME) units shall be exempted from submission of EMD. Bids of MSME should be accompanied by valid certification from MSME.
- Technical Bids will be opened on the date & time of bid opening in the presence of the intending bidders or their authorized representatives who may wish to be present.
- EMD Envelope received after the due date and time or if submitted to any other place other than that mentioned above, shall not be considered and would be liable to be rejected without assigning any reason whatsoever. BRDS shall not be responsible for late receipt of the EMD Envelope submitted by any Bidder. The bidders may depute their authorized representatives at the time of opening of Bid. BRDS reserves the right to extend the deadline for submission of bids.
- Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity may result in the forfeiture of the EMD.

Discharge of Bid Security/EMD

The EMD of Rs. 25,000/- will be refunded to the unsuccessful bidder after bid evaluation and refunded to the successful bidder after receipt of the performance guarantee.

EMD to be forfeited:

- 1. If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any.
- 2. If successful bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
- 3. If during the bid process, a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of BRDS regarding forfeiture of the Bid Security shall be final and binding upon bidders.
- 4. If during the bid process, any information is found false / fraudulent / malafide, then BRDS shall reject the bid and if necessary, initiate action.

Performance Security / Bank Guarantee

The vendor needs to deposit a Performance Bank Guarantee (@5% of estimated Contract Value) within 21 days from the date of acceptance of work order. The Performance Bank Guarantee may be drawn from a scheduled commercial bank in favour of "Bihar Rural Development Society (BRDS)", Patna. The Performance Bank Guarantee may be discharged/ returned by BRDS within 60 days after the completion of the contract upon being satisfied for the performance of the obligations of selected bidder under the contract. Failing to comply with the above requirement or failure to enter into contract within 21 days or within such other extended period, as may be decided by competent authority, BRDS shall constitute sufficient grounds, among others, if any, for the annulment of the award of the tender.

In the event the selected bidder is unable to provide the goods / services as mentioned in this scope of Work,

during the engagement period as per the contract for whatever reason, the Performance Bank Guarantee would be forfeit by BRDS.

No Bank Charges/interest shall be payable by BRDS for issuance of Performance Security / Bank Guarantee.

Return of Performance Guarantee

Performance Guarantee shall be released to the Contract or after deducting all expenses / other amounts due to BRDS, if any, after completion of the contract subject to satisfactory completion of the work.

Period of Contract

Initial period of the contract is 03 (Three) years. After initial contract period of Three years, the contract may be renewed at same terms and conditions for further period at the discretion of BRDS.

Commencement Period

The work has to be commenced within five days of award of the contract. If the Contractor delays over and above the specified time BRDS reserves the right to terminate the agreement. In case of breach of any terms and conditions of this agreement by the contractor, BRDS also reserves its right to claim damages for such breaches. The decision of BRDS in this regard shall be final. BRDS can terminate the agreement if the services provided by the Contractor are found unsatisfactory. Delivery of the services and performance of the services shall be made by the contractor in accordance with terms & conditions as specified in the RFP. Any delay in performing the obligation/defect in performance by the contractor may result in imposition of liquidated damages, invocation of Guarantee Money Deposit and or termination of contract. BRDS has the liberty to terminate the contract without giving any notice. Failure to commence the contract within the above period will lead to forfeiture of the EMD amount.

Manpower, Wages, etc.

The Contractor should ensure to comply with all the provisions of Labour Act/State/Central Govt. agreed procedures. The Contractor shall be solely responsible for compliance to provisions of Various labour and industrial laws and all statutory obligations such as minimum wages as per Central Govt. rules, allowances, compensations, EPF, Bonus, gratuity, Insurance, ESIC, etc. relating to workers provided to BRDS. BRDS shall have no liability in this regard.

The Contractor should possess necessary labour license from statutory authorities for deploying man power. All personnel provided by the Contractor will be on the payrolls of the Contractor/ Company and there will be no Employee and Employer relationship between the personnel engaged by the Contractor and BRDS.

That the Contractor will not sub-contract or permit any other person to perform any of the work or services agreed to without prior permission from BRDS.

The Contractor shall ensure the availability of a reliever for weekly off and a substitute is provided if a person is absent. The Contractor should arrange for replacing his workmen to give weekly off to his workmen as per the labour rules.

Contractor's personnel or their family members shall not be allowed to stay / reside at site.

The documents related to submission of EPF, ESIC, salary paid, etc. to the respective statutory bodies has to be submitted along with the next month bill to BRDS for scrutiny.

Safety, Security, Insurance, etc.

That BRDS shall not be liable for any compensation in case of any fatal injury / death caused to any of the Contractor's employees while performing / discharging their duties at BRDS premises. The contractor shall alone be fully responsible for safety and security & insurance or life insurance of their personnel who is working on the operation and maintenance works.

In any case, safety norms shall not be violated. Even in case of urgency, when temporary rectification is done etc. no such compromise is allowed as regards to safety provisions.

The Contractor agrees that its personnel shall comply with security regulations in effect from time to time at BRDS premises and externally for materials belonging to BRDS at all times. The Contractor alone shall be fully

responsible for safety and security & insurance or life insurance of their personnel who are working at site.

The Contractor shall provide all his employees two pair of uniform and no employee shall be allowed in the BRDS without uniform.

The Contractor should issue a valid Company Identity Cards to all their staff personnel who will be providing services under this contract and such personnel shall be allowed to enter in the BRDS only with such Identity Card.

The Contractor shall provide and ensure sufficient personal protection gears like safety shoes, hand gloves, full body safety belts, ladders, etc. are being worn by their workers while carrying out works.

The Contractor shall ensure to get the Police verification for all the manpower deployed by them and the contractor should ensure that the manpower deputed should bear good moral character.

The Contractor shall ensure that necessary tools and equipment are always available at site for the purpose of attending repairs on emergency basis. All the tool kits and meters should be of an ISI marked wherever applicable and the required numbers are to be made available by the Contractor.

All Contractor personnel will be subjected to a thorough physical checking while coming and leaving the premise. Those persons so deputed will sign in the Register for arrival and departure at the site and the registers should be made available to BRDS for verification.

The contractor has to provide minimum two sets of First Aid kits at site. The contractor has to ensure that all the items in the kit are within the valid usable date.

Payment Terms

The performance of the contractor shall be monitored by the by the person authorized by BRDS. The payment of the contractor will depend upon the satisfaction of the person authorized by BRDS. Payment under all the heads in the commercial bid shall be made on post monthly basis.

Payment of Consumables

All the House Keeping materials shall be provided by the agency. All the materials shall be purchased from reputed shop/ Mall and submit the bills on monthly basis to BRDS with valid GST. The cost of material purchased by the contractor shall be borne by BRDS.

Termination of the Contract

BRDS reserves the right to terminate the agreement in case of breach of any terms and conditions of this agreement by the Contractor, with 24 hour notice. BRDS also reserves right to claim damages for such breaches and the decision of BRDS in this regard shall be final. BRDS can terminate the agreement if the services provided by the Contractor are found to be dissatisfactory. Delivery of the services and performance of the services shall be made by the contractor in accordance with the time schedule, technical specification, scope of the project and other terms & conditions as specified in the RFP. Any delay in performing the obligation/defect in performance by the contractor may result in imposition of liquidated damages, invocation of Guarantee Money Deposit and/or termination of contract.

Force Majeure

Neither party shall be liable for delay in performing obligations if the delay or failure is due to any of the following force majeure i.e. Act of God or any Government Act, fire, earthquake, explosion, strikes/Bandh, civil commotion or anything beyond the control of either party. The party shall use all reasonable endeavors to minimize any such delay.

Governing Language

The contract and all correspondence/ communications and other documents pertaining to the Contract, shall be written in English.

Notices

Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing to Party address. For the purpose of all notices, the address is as follows:

Chief Operating Officer (COO), BRDS, Bihar Rural Development Society, 5th Floor, Biscomaun Bhawan, West Gandhi Maidan Patna-800001, Bihar (India)

The notice shall be effective when delivered or on the notice effective date whichever is later.

Agency's Obligation

The Contractor is obliged to work closely with BRDS's staff, act within its own authority and abide by directives issued by BRDS from time to time. The Agency is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors on the part of its personnel. The Contractor will treat as confidential all data and information about BRDS, obtained in the process of executing its responsibilities, in strict confidence and will not reveal such information to any other party without prior written approval of BRDS.

CHAPTER-5

ANNEXURES

Offer Forwarding Letter / Tender Submission Letter

(<u>To be typed & submitted in the Letter Head of the Company / Firm of Bidder</u>)

Tender No: BRDS/ SW /2023-24/01	Dated:
To, CEO Bihar Rural Development Society 5 th Floor, Biscomaun Bhawan, West Gandhi Maidan, Patna-800001, Bihar	
DearSir,	
Sub: Submission of Offer against Tender Reference No:	BRDS/ SW /2023-24/01
I / We hereby offer to carry out the work detailed in the the terms and conditions thereof.	e Tender Specification issued by BRDS, in accordance with
I / We have carefully pursued the following listed doct abide by the same.	uments connected with the Tender documents and shall
 Amendments / Clarifications / Corrigenda / Errat Notice Inviting Tender (NIT) / (Technical Bid). Financial Bid. Documents referred to in tender document. Forms and Procedures 	ta /etc issued in respect of the Tender documents by BRDS.
Should our Offer be accepted by BRDS for Award, I/we provided for in the Tender Conditions within the stipula	further agree to furnish 'Security Deposit' for the work as ted time as may be indicated by BRDS.
I/We further agree to execute all the works referred conditions contained or referred to therein and as detail	to in the said Tender documents upon the terms and led in the Annexure annexed thereto.
I/We have deposited/ depositing herewith the requisite the tender document.	Earnest Money Deposit (EMD) as per details furnished in
I / We certify that in case the Tender is awarded to us, we each and every person deployed by us at BRDS.	ve undertake the responsibility for police verification of
Date: Place:	Signature of authorized person Full Name & Designation: Company's Seal Date:

ELIGIBILITY CRITERIA

Bidders meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected:

Sr.	Eligibility Criteria	Documents to be submitted
1.	under Companies Act. With an experience of minimum 05 years in the field of	
2.	Handled minimum 2 (two) individua completed annual contract (At least one in	
3.	The bidder should have a minimum average annual turnover of Rs. 25 lacs for three previous years (as on 31-03-2023). Audited / Certified Balance Sheet (by Chartered Accountant) for the years 2020-21, 2021-22 and 2022-23 establishing the turnover criteria should be submitted.	
4.	Bidder should have a office in Bihar	Address proof of the firm is to be submitted
5	The Bidder should have valid GST Registration.	Attached Copy of GST
6	The Bidder should not have been blacklisted/banned/debarred by any State Government or Central Government entity /PSU	A Notarized Affidavit has to attached regarding Undertaking. Annexure –V

Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the authorized signatory of the bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

TECHNICAL BID

Evaluation Information (TO BE PROVIDED BY THE APPLICANT CONTRACTOR)

 $\label{the bidder should fill the table below and submit documentary evidence for all the particulars mentioned. \\$

TECHNICAL BID EVALUATION: Part – I

Sr	Particulars	Documents attached [Yes/No]. If Yes, state the nature of document(s).
1	Name of the Company	
2	Name of the Proprietor	
3	Address	
4	Registration Details	
5	Telephone No./Mobile No. Email address	
6	Banker's Details (enclose copy)	
7	No. of years of experience	
8	List of Clients/Customers (Enclose copy)	
11	Latest Work Order from 2 Clients. (Enclose copy)	
12	Total No. of Firm and their Address, Contact Person, Telephone Number etc.	
13	Copies of Financial Turnover Audited Statement of last 3 years signed and stamped by Chartered Accountant (2020-21, 2021-22, 2022-23)	
14	Performance Certificates (Enclose Copy)	
15	PAN No. (Enclose Copy)	
16	GST No (Enclose Copy)	

Authorized Signatory OR	Date: Place:
Signature of Authorized Representative	-
Name of Signatory	

COMMERCIAL INDICATIVE PRICE BID

To, CEO Bihar Rural Development Society 5th Floor, Biscomaun Bhawan, West Gandhi Maidan, Patna-800001, Bihar

Sir,

COMMERCIAL INDICATIVE PRICE BID:

TENDER FOR COMPREHENSIVE ANNUAL HOUSEKEEPING CONTRACT FOR BRDS

With reference to you Notice Inviting Tender for Comprehensive Annual Housekeeping Contract for BRDS, we

gi	ve below c	our indicative commercial prices:	
	Sr. No	Particulars	** Total Price (Rs.)
			(Please Enclose working note)
	1	Total Cost (Three Years) for Housekeeping maintenance services for BRDS (2 Employees)	
	3	Total Cost (Three Years) for Security services for BRDS (2 Employees)	
		Total	

** NOTE: The Bidders should ensure to follow the minimum wages (Central Govt/State.), ESIC, EPF, Bonus, Insurance and all statutory obligations, etc. while quoting the indicative price. The Prices quoted are inclusive of minimum wages (Central Govt.), EPF, ESIC, Bonus, profit, lump sum payment towards the cost such as Insurance, personal protective equipment, shoes, uniform, consumables, required tools & machineries, all taxes, duties & statutory levies such as GST etc. TDS shall be deducted as per prevailing rate from monthly bills.

Signature -	
Name ⁻	Designation -

Dec	ı	ra	+i	^	n
1100	и			()	n

Date:

To whom so ever it may concern

Ref: RFP No: BRDS/ SW /2023-24/01
To:
CEO,
Bihar Rural Development Society,
5th floor, Biscomaun Bhawan,
West Gandhi Maidan,
Patna-800001, Bihar

We (name of the Company/firm Firm) here by confirm, Address hereby certify and confirm that-:

We or any of partner of our firm/Director of our Company are not blacklisted/debarred/convicted by any court of law for any criminal or civil offences/declared ineligible/termination of contract due to any issue by the Government of India or any State Government or any other entity of Government such as Companies, Societies, any local self-government bodies for participating in tender / bids.

We also confirm that We are not blacklisted/debarred for unsatisfactory performance, corrupt, fraudulent or any other unethical business practices or for any other reasons and no any disciplinary action/pending cases against us as on date of submission of bidding document.

It is further declared that our firm / company has not been disqualified/terminated by any entity of state government or Govt. of India or any local self-government body or public undertaking in India due to poor performance, negligence, fraud and corrupt practices of work or any reason and we have no legal disqualification and nothing have been concealed in this regard. We also declare that none of our Sister concern / Partners are participating in this tender.

We also hereby declare that all ongoing litigations where our partner (s)/ director(s)/ are involved with any government agency/state/central department/PSU are as mentioned below:

- 1.
- 2.
- 3.
- 4.

We further confirm that we are aware of our Application for the captioned Project would be liable for rejection in case any material misrepresentation discovered at any stage of the Tender Process or thereafter. Any of our dues including performance securities shall be liable to be forfeited.

Dated-

Name of the Company/ Firm: Signature of the Authorized Person: Name of the Authorized Person: Designation of the Authorized Person:

Details of Litigation(s)

	t: RFP NO: BRDS/ SW /2023-24/01
Da	ite:
(A) I	Details of litigation(s) the Bidder is currently involved in, or has been involved in:
	1. Party in dispute with:
	2. Year of initiation of dispute:
	3. Detailed description of dispute:
	4. Resolution / Arrangement arrived at (if concluded):
	Blacklisted by any Govt. /PSU/Reputed Listed Company for corrupt or fraudulent practices or non-delivery, not performance in last five years.
Bio	dder:
	uthorized Signatory) me and Address:
W	itness:
	gnature) me and Address:
Da	te: