



**STATE APPELLATE AUTHORITY,**

**5 C – D, NIYOJAN BHAWAN, PATNA-1**

**TEL. NOS. 0612- 2529569, Fax no : 0612/ 2529569**

**Website : [www.stateappellateauthority.in](http://www.stateappellateauthority.in)**

**Email- [stateappellateauthority@gmail.com](mailto:stateappellateauthority@gmail.com)**

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## **BID DOCUMENT FOR**

- A. HIRING OF SECURITY SERVICES**
- B. HIRING OF SANITATION**
- C. HIRING OF OTHER SERVICES**

### **Invitation for Bids**

State Appellate Authority (SAA) invites sealed bids, under two envelop system, from eligible bidders for Hiring of Security Services, Hiring of Sanitation service and Hiring of Other Services for State Appellate Authority. Interested eligible bidders may obtain further information from the office of State Appellate Authority,5C-5D, Niyojan Bhawan, Bailey Road.Patna 800001

Bids are invited for the work/ contract mentioned here under:

S No.	Particular	Description
1.	Scope of Work	A. HIRING OF SECURITY SERVICES B. HIRING OF SANITATION C. HIRING OF OTHER SERVICES
2.	Pre Bid Meeting	11.00 AM on 05.01.2018
3.	Last date for submission of bid	On16.01.2018 up to 16.00 Hrs
4.	Date of opening of technical bid	On 16.01.2018 at 17.00 Hrs
5.	Bid security	Rs 14,000/- (Rs. Fourteen Thousands Only) in the form of Demand Draft in favor of the State Appellate Authority, Payable at Patna
6.	Place of opening of bids	State Appellate Authority 5C-5D, Niyojan Bhawan, Bailey Road. Patna 800001
7.	Address for communication	State Appellate Authority 5C-5D, Niyojan Bhawan, Bailey Road. Patna 800001

\*Any future Corrigenda/Information shall be posted only on our website [www.stateappellateauthority.in](http://www.stateappellateauthority.in)

## Letter for Submission of Bid

Dated,..... 2017.

To  
Secretary  
State Appellate Authority  
5C-5D, Niyojan Bhawan, Bailey Road.  
Patna 800001

Ref:- A. HIRING OF SECURITY SERVICES AND/OR  
B. HIRING OF SANITATION AND/OR  
C. HIRING OF OTHER SERVICES

Dear Sir,

Having examined the Bid document relating to above mentioned Bid as detailed in your Bid, Conditions and scope of work etc, and having understood the provisions and requirements relating to the development and all other factors governing the Bid, we here by submit our offer relating to the above mentioned Bid in accordance with terms and condition, and confirm our acceptance to execute the order within the time period specified in the Bid document at the rates quoted by us in the accompanying Technical & Financial Bid.

If, however, we fail to complete the work as per the order after the Bid document is accepted, we agree that State Appellate Authority, Patna ([www.stateappellateauthority.in](http://www.stateappellateauthority.in)) shall have full authority to forfeit the Bid Security and cancel our order with no obligation on their part.

We confirm having deposited Bid Security of Rs ..... by Demand draft No.....dated .....drawn on..... Bank .....Branch attached here to and general information required are as per annexure attached.

We further confirm that:-

- i. We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
- ii. We have sufficiently well-qualified manpower and necessary materials and after sales support to execute the order efficiently in the specified time schedule.
- iii. The quoted rates shall be valid till the completion of the order and or as per terms and conditions.
- iv. We further confirm that all chapters of the Bid documents have been read, understood and signed and there is no deviation / discrepancy

Signature of the Bidder  
With stamp and date

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**SUPPLY OF BID FOR HIRING OF SECURITY SERVICES AND/OR HIRING OF  
SANITATION AND/OR OTHER SERVICES FOR STATE APPELLATE AUTHORITY**

**Bid No (67/2016-6/2017) Date 19.12.2017**

**Time & Date of submission of technical bids: 16.00 Hrs on 16.01.2018**

**Time & Date of opening of Technical bids: 17.00 Hrs on 16.01.2018**

**INSTRUCTIONS TO THE BIDDERS**

**1. Definitions**

- (i) "The Purchaser" means the State Appellate Authority (SAA). Hereinafter referred also as Authority.
- (ii) "The bidder" means the individual or firm who participates in this bid and submits bid
- (iii) "The supplier" means a person supplying the goods/Services under the contract. A person may include an individual, a company, a LLP, a Partnership Concern, Sole Proprietorship firm in the business of supply of goods/services under the bid.
- (iv) "The contract price" means the price payable to the supplier under the Purchase order for the full and proper performance of its contractual obligation

**2. Bid document**

**2.1. The bid document consists of the following –**

- (i) Notice inviting Bid/s
- (ii) Instructions to the bidder
- (iii) Terms and conditions of the Bid
- (iv) Technical bid format
- (v) Scope of Work and Conditions
- (vi) Financial bid ( price schedule)

2.2. The bidder(s) is/are expected to examine all instructions, forms and terms & conditions contained in the bid document. Failure to furnish all information required as per the bid document or submission of bid not substantially responsive to the bid documents in every respect will result in rejection of the bid.

### 3. Documents/Certificates

The bidders are required to submit technical bid Amount of Bid security with forwarding letter in T-1 and prescribed format as **Annexure I** i.e. T-2 enclosing therewith self attested photocopies of following documents **(Documents in original should be produced for verification before award of contract )**, failing which their bids will be summarily rejected and will not be considered any further:

- (a) Registration Certificate as per existing norms (indicating the legal Reservation status –company/Limited Liability Partnership/partnership firm/Sole proprietorship concern, etc.)
- (b) Copy of PAN Card;
- (c) Copies of Income Tax Return filed any three financial years out of last five years.
- (d) Copies of audited A/c Statements i.e. Balance sheets and Profit & Loss A/c for any three financial years out of last five years as a proof for turnover.
- (e) Service Tax Registration certificate and copy of recent return submitted, registration certificates relating to Bihar Private Security Act, (For package A only) Contract Labour Act, EPFO, ESIC, License number under Contract Labour (R&A) Act, if any.
- (f) Proof of experience in carrying out the work to Government Departments (Copies of at least three Purchase Orders received from Govt. depts./PSUs/Societies during three out of last five years should be enclosed in **Annexure-II**)
- (g) Declaration regarding blacklisting or otherwise. (**Annexure-III**)
- (h) Certificate regarding compliance of prevalent Reservation Rules in State for hiring of services of manpower in the light of Memo no 13876 dated 3.11.2017 of General Administrative Department Govt. of Bihar.
- (i) All the statutory compliance will be mandatory for purchaser as well as Bidder.

### 4. Clarification on Bid Documents

- 4.1 A prospective bidder requiring any clarification on the Bid Documents should submit to the **Secretary, State Appellate Authority, Niyojan Bhawan, Patna** in writing Such requests for clarifications, should be sent not later than Two days prior to original or extended deadline for Pre bid meeting. Explanation of the query but without identifying the source of the inquiry will be uploaded on to State Appellate

Authority website [www.stateappellateauthority.in](http://www.stateappellateauthority.in) for the benefit of all the prospective bidders.

- 4.2 Any clarification issued by the Purchaser in response to query raised by prospective bidders shall form an integral part of bid document and shall also be uploaded on the website.

**5. Amendment of Bid Documents**

5.1. At any time prior to the deadline for submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the Bid Documents by amendment. The amendment will be uploaded onto State Appellate Authority website: [www.stateappellateauthority.in](http://www.stateappellateauthority.in) for the benefit of all the prospective bidders.

5.1. In order to give prospective bidders reasonable time for taking an amendment into account in preparing their bids, the **Secretary, State Appellate Authority, Niyojan Bhawan, Patna** may, at his discretion, extend the deadline for the submission of bids.

**6. Rejection of incomplete and conditional bids**

The incomplete and conditional bids will be rejected. Quoting unrealistic rates will be treated as disqualification.

**7. Non transferability**

This Bid is non transferable.

**8. Minimum eligibility criteria**

**Bidder(s) should;**

- (i) be an Indian company/Limited Liability Partnership/partnership firm/Sole proprietorship concern, engaged in **similar type of work for which bid is submitted.**
- (ii) have minimum **three years** of experience of successfully executing **similar type of work for which bid is submitted** to the Departments/Ministries/PSUs Societies/Statutory bodies under the Government of India or Government of Bihar (Copies of at least

three **Purchase/Supply/work Orders** received from Govt. depts. / PSUs/Societies during any three out of last five years should be enclosed) **Annexure II**

9. **Have not have been blacklisted by the Depts./Ministries of the Govt. of India or Govt. of Bihar or under PSUs/Societies or Statutory bodies (declaration has to be submitted in the specified format given at Annexure-III)**

However, it is informed that mere fulfillment of minimum eligibility criteria does not entitle the firm to demand that their financial bid be evaluated.

10. **Language of Bid**

The bid prepared by the bidders and all correspondence and documents relating to the bid exchanged by the bidder with the Purchaser shall be written in English only.

11. **Documents comprising the bid**

The bids prepared by the bidder shall comprise (i) technical bid and (ii) the financial bid.

- (i) The technical bid should be sealed in a separate cover and superscribed "Hiring of Security Services, Hiring of Sanitation and other services". Containing envelopes number T-1 containing bid Security and forwarding letter and T-2. Containing Annexure-I with all required documents and formats all the information/ documents sought should be provided with the technical bid. The documents / information sought should be in the same serial order as given in the technical bid.
- (ii) The financial bid shall specify the rates/prices in the format (F-I/F-II/F-III) shown in the financial bid/price schedule and shall be in a separate envelop superscribed "Hiring of Security Services, Hiring of Sanitation services and hiring of other services\_-F-1/F-2/F-3".
- (iii) Envelops Technical and Financial Bids together be placed in one packet superscribed. "Hiring of Security Services, Hiring of Sanitation and other services ".



**N.B. All the documents submitted in the bid must be legible and self attested.**

**Otherwise the bid shall be rejected**

## **12. Bid Prices**

- 12.1 The rates/ prices should be quoted in Indian Rupees only in words as well as figures, Inclusive of all charges etc. (if any as per the financial bid, **F-I/FII/FIII**)
- 12.2 Only one price should be quoted for each item/ service and if more than one price is Quoted under different options the rate quoted by him in the first option only will be valid and considered for evaluation.
- 12.3 Rates/ should be valid for one year from the date of signing of the agreement. Rates/ prices should remain fixed during the entire period of the contract. I.e. one year and shall not be subject to variation on any account. No claim for compensation or loss due to fluctuations or any other reasons/ causes will be entertained. A bid submitted with an adjustable price quotation will be treated as non responsive and will be rejected.
- 12.4 Before the expiry of the contract period the validity of the rates may be extended for one more year, if mutually agreed on the similar term and condition.
- 12.5 In general the rate may be considered as per lowest rate. The decision of the three men committee will be final for evaluation of financial bids.
- 12.6 Prices should be quoted for delivery at State Appellate Authority or at a venue as decided by State Appellate Authority within Patna Municipal Corporation area.

## **13. Bid Security**

- 13.1 Bid Security of Rs 14,000/- (Rs Fourteen thousand) only for Package-I Hiring of Security Services, Rs 10,000/- for Package-II Hiring of Sanitation Services and Rs 10,000/- for Package -III Hiring of other services in the form of Bank Guarantee/demand draft from any scheduled bank drawn in favor of “**State Appellate Authority**” payable at Patna shall accompany the bid .
- 13.2 Bid Security shall remain valid for a period of 90 days beyond the final validity period of bids (120 days).
- 13.3 A bid received without Bid security shall be rejected as non responsive at the Technical bid opening stage and returned to the bidder unopened therefore demand draft for the bid security must accompany/the forwarding letter submitted with bids (T-1).
- 13.4 Bid Security for lesser amount/Bid Security not submitted in the manner prescribed here will be rejected and returned to the bidder.
- 13.5 The submission of Bid Security is compulsory for all the Bidders and no exemption will be granted for submission of Bid Security in any case.
- 13.6 The Bid security of the unsuccessful bidders will be discharged / returned to them within **30 days** after finalization and award of the contract without any interest.
- 13.7 Furthermore bid security may be forfeited:
- (a) If a bidder withdraws his bid during period of bid validity specified in the bid document
  - (b) In the case of successful bidder , if the bidder fails to :
    - (i) Sign the contract/Agreement.
    - (ii) furnish the Performance security within the specified time in the document.

#### **14. Period of validity of bids**

The bid shall remain valid and open for acceptance for a period of 120 days from the last date fixed for receiving the same. A bid valid for a shorter period shall be rejected by the Purchaser as non responsive.

#### **15. Signing of the bids**

- 15.1 The bid shall be typed or printed. All pages of the bid document shall be numbered consecutively and shall be signed by the bidder as proof of having read the contents therein and in acceptance thereof.
- 15.2 All entries in the bid form should be legible and filled clearly. If the space for furnishing information is not sufficient, separate sheet duly signed by the authorized signatory may be attached.
- 15.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case corrections shall be signed by the person / persons signing the bid.

## 16. **Submission of Bid**

### **Sealing, Marking & Submission**

- 16.1 The bid shall be submitted in accordance with the procedure detailed herein.
  - (i) For each package Specified documents shall be enclosed in separate sealed envelope of appropriate size of which shall be sealed.
  - (ii) **Envelope No.T-1** Shall contain the bid security as indicated in clause 13 of these instructions to bidders along with a covering letter.
  - (iii) **Envelope No.T-2** Shall contain all the information and documents in the same serial order as shown in the technical bid. A covering letter also may accompany the technical bid.
  - (iv) **Envelope No. F-1/F-2/F-3** (F-1 for Hiring of Security Services, F-2 for Hiring of Sanitation Services and F-3 for Hiring of other services) shall contain the rates / prices of the items duly filled in (Financial Bid schedule of rates) and signed, stamped and sealed in separate envelopes (as financial Bid). The bidder must fill up quoted price against each item in the spaces provided in the respective columns along with a covering letter.

N.B. Price should not be indicated in any of the documents enclosed in envelope T-1 and / or T-2/. Financial bids, F-1 or F-2 or F-3 should be submitted separately, in prescribed form in the sealed envelopes.

**All the above envelopes shall be Superscribed "Bid for Hiring of Security Services, Hiring of Sanitation and other services".**

**Bid No 67/2016-6/2017** Time and Date of opening of Technical Bids **17.00 Hrs** on **16.01.2018** and shall be sealed in a large envelope (large envelope also should bear the name of the work bid number, due date and time of opening) and addressed to **Secretary, State Appellate Authority, 5C-5D, Niyojan Bhawan, Bailey Road, Patna – 800001**, and must reach on or before **16.01.2018** by **16.00 Hrs**. If the date on which the Bid is opened for acceptance is declared to be a holiday, the bids shall be deemed to remain open for acceptance till the next working day by specified time for earlier date.

- 16.2 **Bids should be sent either through Registered Post or Speed Post at the address mentioned in clause 16.1**
- 16.3 **All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened, if required.**
- 16.4 **The bidder shall seal the bid either with lah/Chapra or taping it on all required places of envelopes and Signed there on**

## **17. Deadline for submission of bids**

- 17.1 Bids must reach to the **Secretary, State Appellate Authority, 5C-5D, Niyojan Bhawan, Bailey Road, Patna – 800 001** on or before the prescribed date and time i.e. on or before **16.01.2018** by **16.00 Hrs**. Either through Registered Post or Speed Post. Bidder should note that the bid received after due date and time due to postal delay will not be considered eligible for consideration.
- 17.2 **Secretary, State Appellate Authority, 5C-5D, Niyojan Bhawan, Patna – 800 001**, may, at his discretion, extend the deadline for submission of bids through the issuance of an amendment for the reasons mentioned therein in which case all rights and obligations of the Purchaser and the bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.
- 17.3 The responsibility for submission of the bids in time would rest with the bidder. For Postal delays or for any other cause late submission will not be condoned.

- 17.4 Bid submitted by Fax or by hand will be treated as defective, invalid and rejected. Only detailed complete bids received prior to the closing time and date of the bids will be taken as valid.
- 17.5 Bids received, if any, by the Purchaser after the prescribed deadline/extended deadline for submission will be returned unopened to the bidder.

## **18. Modification and withdrawal of bids:**

- 18.1 The bidder may modify or withdraw his bid after submission, in writing, provided that the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for opening of Technical Bids.
- 18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched as required in the case of bid submission in accordance with clause 16. A withdrawal notice may also be sent by telex/ fax but followed by a signed confirmation copy by post as per clause 17.4 which should be received by the Purchaser before the deadline for submission of bids
- 18.3 Subject to clause 17 no bid shall be modified subsequent to the deadline for submission of bids.

## **19 Bid Opening and Evaluation**

### **Bid Opening (Specified for each package)**

- 19.1 **Envelop No. T-1** containing the bid security shall be opened by a three men Committee of State Appellate Authority constituted by secretary of the Authority at **17:00** hrs on the last date **16.01.2018** for submission of the bids in the presence of the bidders or their representatives duly authorized by the bidder who wish to be present. If the Bid Security is not found in prescribed mode, the bid shall be summarily rejected. The representatives are required to bring photo identity card issued by the bidder and also a copy of the authorization as given in the **Annexure-IV**
- 19.2 **Envelop No. T-2** containing the technical bid with all annexure shall

then be opened, Bids of those bidders whose Bid security is found as prescribed shall be numbered serially by three men Committee. The bidder's names, documents submitted/ not submitted and such other details as the three men Committee, at its discretion may consider appropriate shall be announced at the bid opening.

19.3 The Technical Bid Evaluation committee formed in advance for this purpose, shall examine/evaluate the technical bids to determine whether they (i) fulfill the eligibility criteria, (ii) submitted the requisite documents (iii) meet the terms and conditions specified, (iv) complied with all the instructions contained therein, etc. and put marks as per the weightage of each parameter decided and circulated in advance, before the opening of technical bids. Committee may decide in advance the minimum qualifying marks for technical bids, required for opening of financial bids. The committee will also decide beforehand the proportion of weightages for technical and financial purchasers and the basis of deciding lowest bidder. **For the purpose of this clause a substantially responsive bid is one which conforms to all the terms and conditions of the bid document without material deviation.**

19.4 The **financial bids** of technically qualified bidders, who should have been made aware about final position of bid and the date of opening of financial bid beforehand through website, only will be recommended for opening and consideration by the evaluation Committee. The said Committee will evaluate the bids to determine whether (i) bids are complete in all respects and substantially responsive (ii) the requisite bid securities have been furnished; (iii) the bids have been properly signed and stamped; and (iv) the bids are generally in order.

19.5 **Envelop No. F-I or F-II or F-III** : Containing the sealed price bid of bidders whose bid is found to have minimum qualifying marks in technical evaluation shall be opened at a subsequent date notified in advance by State Appellate Authority on its website.

19.6 Only summary of prices quoted by the bidders will be read out;

19.7 At any stage of bidding process, if it is found that any clause of this bid document is contradicting any other clause, it will be interpreted in the interest/ favour of the Purchaser.

## **20. Process to be confidential**

20.1 After the public opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.

20.2 Any effort by the bidder to influence the Purchaser or members of the Technical evaluation committee or three men committee in the process of examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in the rejection of the bidder's bid.

## **21. Clarification of Bids**

To assist in the examination, evaluation and comparison of bids, the Purchase committee/Secretary may ask bidders individually for clarification of their bids, including breakdowns of unit prices. The request for clarification and the response shall be in writing or e mail or Fax, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction or arithmetical errors discovered during the evaluation of the bids in accordance with Clause 22 hereof.

## **22. Determination of Eligibility & Responsiveness**

22.1 The Three men Committee will determine whether the bid is **substantially responsive** to the requirements of the Bid documents. For the purpose of this clause, a substantially responsive bid is one which

conforms to all the terms & conditions and specifications of the bid documents without any deviation or reservation.

22.2 A bid which in relation to the cost estimates of the State Appellate Authority is unrealistically priced and which cannot be substantiated satisfactorily by the bidder may be rejected as non responsive.

### **23. Evaluation and Comparison of Bids**

23.1 Only such of the bids as have been found to be substantially responsive to the requirements of the bid documents, in accordance with Clause 25, will be evaluated. Other non responsive bids will be rejected.

23.2 Bidders shall note that no preference of any nature will be given to any Bidder notwithstanding any custom, usage or instructions to the contrary

23.3 Evaluation of the bids will take into account, in addition to the bid amounts, the following factors;

- a) Arithmetical errors corrected in accordance with Clause 25.2
- b) Such other factors as may be considered to have a potentially significant impact on contract execution price and payments

23.4 Offers, deviation and other factors, which are in excess of the requirements of the bid documents or otherwise result in the accrual of unsolicited benefits to the Purchaser, shall not be taken into account in bid evaluation.

### **24. Technical evaluation.**

24.1 Purchaser shall evaluate the technical bids to determine whether they are complete, whether documents have been furnished, properly signed and whether the bids are generally in order. Evaluation committee may fix weightage to the parameters on which bids are evaluated and may fix minimum qualifying marks.

24.2 Prior to financial evaluation, pursuant to clause 25, the Purchaser will



determine the substantial responsiveness of each bid to the bid document.

24.3 A bid determined as not substantially responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non conformity.

24.4 The technical Evaluation of the bids for a package, will be carried out as per clause 19.

**25. Financial Evaluation and comparison of substantially responsive technical bids**

25.1 The purchaser shall shortlist those who are eligible and submitted substantially responsive technical bids (the evaluation of sample will be part of technical responsiveness for the package concern) for opening of financial bid. Successful bidders having obtained minimum qualifying marks decided by the Authority would be called to be present during opening of financial bids. The financial bids of unsuccessful bidders would not be opened. Three men committee in advance may fix the overall weightage of Technical parameters as well as of financial parameters for final consideration of lowest evaluated Responsive Bidder.

25.2 Bids determined to be substantially responsive will be checked for any arithmetical errors in computation and summation. Errors will be dealt as follows:

- a) Incorrectly added totals will be corrected;
- b) In case there is any inconsistency between the rate and the value extended (after multiplication with the Bid quantity, the rate quoted shall prevail);

If a bidder does not accept the correction of errors as outlined above, his bid is liable for rejection.

25.3 The purchaser may waive any minor infirmity 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.

**26. Contacting the Purchasers.**

26.1 Subject to clause 21 (clarification of bids) no bidder shall try to influence the Purchaser on any matter relating to the bid, from the time of the bid opening till the time contract is awarded.

26.2 Any effort by the bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

**27. Award of Contract**

**Award Criteria**

Subject to Clause 24 & 25, the contract shall be awarded with the final approval of the Chairperson to the bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated responsive bid.

**28. Right to accept / reject any or all Bids**

Notwithstanding Clause 24 & 25 the Secretary, State Appellate Authority, Niyojan Bhawan, Patna for State Appellate Authority reserves the right to accept or reject any bid including the lowest or to cancel the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the said action.

**29. Notification of Award**

29.1 Prior to the expiration of the prescribed period of bid validity, the **Secretary, State Appellate Authority, Niyojan Bhawan, Patna – 800 001**, will notify the successful bidder.

29.2 The notification of award will constitute the formation of the

contract/Agreement.

- 29.3 Upon furnishing of Performance Security Deposit by the successful bidder in accordance with the provisions of Clause 3 of Terms & Conditions of the Bid, **Secretary, State Appellate Authority, Niyojan Bhawan, Patna – 800 001**, will promptly notify the unsuccessful bidders that their bids have been unsuccessful.

### **30. Signing of Agreement**

Upon the receipt of the notification of award by the successful bidder, the successful bidder shall fill the Agreement (**Annexure V**) in accordance with the terms and conditions included in the Bid Document and submit the same to the **Secretary, State Appellate Authority, Niyojan Bhawan, Patna -800 001** within a week of the date of receipt of notification of award from The **Secretary, State Appellate Authority, Niyojan Bhawan, Patna – 800 001**

### **31. Annulment of the Award**

- 31.1 Failure of the successful bidder to comply with any of the requirements shall constitute sufficient ground for the annulment of award and forfeiture of the bid security in which event the Purchaser may make the award to second lowest evaluated responsive bidder (L2) at the discretion of the Purchaser or call for new bids. If L2 Bidder refuses, the offer of award may be passed on to the next lowest bidder accordingly.
- 31.2 Purchaser reserves the right to disqualify the supplier for a suitable period who habitually fails to supply the services in time. Further, the suppliers whose services do not perform satisfactorily may also be disqualified for a suitable period as decided by the Purchaser, in addition to forfeiture of Performance Security.
- 31.3 Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds acceptable to the purchaser.

**BID FOR HIRING OF SECURITY SERVICES AND /OR HIRING OF SANITATION  
AND/OR OTHER SERVICES FOR STATE APPELLATE AUTHORITY**

Bid No (67/2016-6/2017) Date 19.12.2017

Time & Date of submission of technical bids: 16.00 Hrs on 16.01.2018

Time & Date of opening of Technical bids: 17.00 Hrs on 16.01.2018

**TERMS AND CONDITIONS OF THE BID**

**1. Application**

The general conditions shall apply in contracts made by the Purchaser for the procurement of Goods/Services.

**2. Standards**

- 2.1 The services supplied under this contract shall conform to the standards prescribed specifications mentioned there against the services in the financial bid.

**3. Performance Security Deposit (PSD).**

- 3.1. PSD @ 10 % of order value of the contract will have to be made **within 7 days** of receipt of the communication of the selection of the bid in pursuance of clause 29.1 of instructions to the bidders.
- 3.2. PSD shall be in the form of (i) Demand Draft payable to **State Appellate Authority** should be from a nationalized banks payable at Patna or (ii) Bank Guarantee from the Banker of the Bidder.
- 3.3. The PSD should remain **valid** for a period of **ninety days** beyond the date of completion of all contractual obligations by the supplier including warranty/guarantee obligation/defect liability period, if any.

Bid security will be refunded to the successful bidder on receipt of performance security without interest.

3.4. PSD can be withheld or forfeited in full or in part in case the work order is not executed satisfactorily within the stipulated period as per the terms of the contract.

#### **4. Liquidated damages**

Should the supplier fail to deliver the services within the period prescribed for delivery, the purchaser shall be entitled to recover the damage at the rate of 0.5% of the order value per work or 0.5% of the value of the work for which the delivery is delayed for each week of delay, as the case may be, subject to a maximum of 10% of the order value with the concurrence of the purchase committee.

#### **5. Force Majeure.**

Neither party shall bear responsibility for the complete or partial nonperformance of any of his obligations (except for failure to pay any sum which has become due on account of supply of services under the provisions of the present Purchase Order/Contract) if the non-performance results from such force majeure circumstances such as flood, fire, earthquake, civil commotion, sabotage, explosion, epidemic, quarantine restriction, strike, lock-out, freight embargo, Acts of the Government either in its Sovereign or Contractual capacity, hostility, acts of public enemy and other acts of God as well as war or revolution, military operation, blockade, acts or actions of State authorities or any other circumstance beyond the control of the parties that have arisen after the conclusion of the present Purchase Order/Contract.

- (a) In such circumstances, the time stipulated for the performance of an obligation under the Purchase Order/Contract may be proportionately extended.
- (b) The party for whom it has become impossible to meet the obligation under this Contract due to force majeure condition will notify the other party in writing not later than twenty one days from the date of commencement of the unforeseeable event. Unless otherwise directed by the purchaser in

writing, the supplier shall continue to perform his obligations under the Purchase Order/Contract as far as Practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

- (c) Any certificate issued by the Chamber of Commerce or any other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of the above circumstances.
- (d) In case of failure to carry out complete or partial performance of an obligation for more than sixty days, either party shall reserve the right to terminate the Contract totally or partially. A prior written notice of 30 days to the other party will be given informing of the intention to terminate without any liability. This is exclusive of any damages as provided in this agreement.

## **6. Termination for Default**

6.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part ,if

- (a) the supplier fails to deliver any or all the items/services within the time period(s) specified in the Purchase order (P.O.), or any extension thereof granted by the purchaser;
- (b) the supplier fails to perform any other obligation(s) under the Contract; and the supplier, in either of the above circumstances, does not remedy his failure within a period specified by purchaser, after receipt of the default notice from the purchaser.

6.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 6.1, the purchaser may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar. However the supplier shall continue the performance of the contract to the extent not terminated.

## **7. Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving written notice to the supplier, without compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

#### **8. Set Off**

Any sum of money due and payable to the supplier (including Performance Security Deposit refundable to him) under this contract may be appropriated by the purchaser or the State Appellate Authority or any other person(s) contracting through the Purchaser and set off against any claim of the Purchaser or State Appellate Authority or such other person or person(s) for payment of sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or State Appellate Authority or such other person(s) contracting through the - State Appellate Authority.

#### **9. Settlement of disputes**

All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the **Chairperson, State Appellate Authority, Niyojan Bhawan, Patna – 800 001** or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with the consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

#### **10. Mode of Payment.**

10.1 Payment against Bill / Invoice shall be released only after execution of the work order satisfactorily and the qualities of the items/service are found to the satisfaction of the State Appellate Authority. Payment will be made direct to the supplier through **A/c payee cheque/Bank Advice**

**only** within 10 days of submission of Bill.

- 10.2 No request for any other mode of payment will be entertained. In general **no advance payment will be made, However, in the interest of work, the discretion with the Secretary will be binding upon both the parties for granting advance charging 18 percent of interest on it.**

**11. Change in quantity.**

Quantity under work given in the bid is approximate. It may vary upto 30 percent of the bid value.

**12. Agreement.**

The selected bidder on his own cost should sign an agreement with the State Appellate Authority (SAA) as per the specimen (**Annexure .....V**). The other details in the specimen agreement will be added as per the aims and objective of the work, Terms and conditions and other clauses of this bid document.

**13. Purchaser's Rights**

- 13.1 The State Appellate Authority reserves the right to accept/reject any or all the Bids in whole or in part or annul the bidding process without assigning any reason whatsoever.
- 13.2 The State Appellate Authority reserves the right to award the contract to more than one successful Bidder.
- 13.3 The State Appellate Authority reserves the right to relax/withdraw /clarify any of the terms and conditions mentioned in the Bid Document so as to overcome any problem encountered during the selection of the bidders and also during the course of the execution of the contract.
- 13.4 If a bidder after award of the contract violates any of the terms and conditions or fails to honor its commitment in the bid without sufficient grounds acceptable to the purchaser and within reasonable time, it shall be liable for penal clause and/or blacklisting for a suitable period. Bid security/performance security shall also be forfeited.

**14. Delivery**



- 14.1 The delivery of the services has to be as per schedule of delivery. However, State Appellate Authority reserves the right to change the above schedule of supply/services depending upon their urgent requirement especially during an event or occasion, any Budgeted activity under any component/section.
- 14.2 The place of delivery/work will of State Appellate Authority office or the venue for different package/work will be mentioned in the Purchase order (P.O.) which will be within the boundary of Patna Municipal Corporation.
- 14.3 The Inspection Team of State Appellate Authority constituted by Secretary, State Appellate Authority, Niyojan Bhawan, Patna ,for this purpose, shall inspect the items/work on receipt to examine whether the items supplied/ work done are in conformity with the specified in terms of quality, and suitability of utilization. In case the inspection team rejects the consignment/work for not conforming to the approved quality the supplier has to replace the consignment ensuring conforming to the approved quality within the given time.

**15. Penalty for substandard / inferior quality**

- 15.1 If it is found on inspection that service provided by the supplier is of substandard quality and not conforming to the required specifications, the supplier will not only have to re do the work with specified standard but they will also be liable to penalty clause or /and may be blacklisted and bid security/performance security will be forfeited.
- 15.2 If the supplier does not supply the items/ does not perform within the stipulated period as may be indicated. in the Purchase order, Purchaser reserves the right to arrange the supply from another source and the bidder will have to reimburse the additional expenditure, if any, incurred by the purchaser of the purchaser may appropriate the additional expenditure out of the amount of Performance security deposited by the bidder.

**16. Validity of rates.**

Rates quoted should be valid for one year from the date of signing of the contract. Bids quoting the rates valid for periods less than one year will be considered non responsive, However before the expiry of the contract period/ the validity of the rates may be extended for one more year on same rates on similar terms and conditions, if mutually agreed.

**17. Supply in original packing.**

The items (wherever applicable) shall be supplied in original packing/licensed version from the manufacturer clearly indicating quantity no., name of company, manufacturing date & Price. The supply shall be completed as prescribed in Purchase Order.

**18. General/Others.**

18.1 In no circumstances, the supplier shall appoint any sub-supplier or sub-lease the contract. If it is found that the supplier has violated these conditions, the order will be terminated forthwith without any notice and Performance Security Deposit will be forfeited.

18.2 The bidders will be bound by the details furnished by him / her to the purchaser, while submitting the bid or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for **legal action besides termination of contract.**

**19. Jurisdiction:**

All disputes arising out of the present Bid and subsequently out of the contract executed in furtherance of the present Bid shall be subjected to the Courts of jurisdictions at Patna exclusively. The place of Arbitration shall strictly be in accordance with the provisions of Indian Arbitration and Conciliation Act, 1996, as amended time to time.

**BID FOR HIRING OF SECURITY SERVICES AND /OR HIRING OF SANITATION  
AND/OR OTHER SERVICES FOR STATE APPELLATE AUTHORITY**

**Scope of the Work and conditions**

1. **Turn Over:** Turnover of the Bidder's firm will be one of the criteria for weightage in deciding lowest bidder hence P/L statement and Balance Sheet has to be attached of the any three out of last five years from the year in which advertisement is made):
2. Bidders may submit bids for either any one Package or any two package or all three packages. Each package will be considered and evaluated separately. For bidders submitting bid for A. hiring of security services, registration under the provisions of Private Security Guards (Regulation of Employment and welfare) Act 1981 and Private Security Regulation Act. 2005 will not mandatory. For packages A, B and C the financial bid should be submitted in the prescribed format Annexure F1, F2 and Annexure F3 respectively.
3. The bidder shall abide by the provisions of the Ministry of labour and employment, Govt. of India order No. 1/7(6)/2008-LSII dated 27.10.2008, Minimum wages Act, 1948. Contract Labour (R&A) Act. 1970 and other In addition relevant Labour laws, Private Security Guards (Regulation of Employment and welfare) Act, 1981 and Private Security Regulation Act. 2005 will be applicable to Security service providers.
4. The supplier must shall adhere to the conditions spelt out by Govt. of Bihar regarding reservation rules while hiring the manpower for outsourcing. bidder has to furnish a certificate in this light as per 3 (h) of the bid document.
5. The quoted rate must be as per current wages notified under Bihar Minimum Wages Act. Taxes and commission changed by the Bidder/Supplier may be quoted in separate column as mentioned in their financial bids. **Wages, statutory deductions and taxes will be revised, if changed by the concerned Govt. Dept. but Bidder/Supplier's commission quoted by the bidder will be fixed during the period of contract.** The rate quoted should be in accordance with the provisions of Minimum Wages Act and Other

prevalent related laws on the subject, Contract Labour (Regulation & Abolition) Act 1970, Private Security Agencies (Regulation) Act. 2005 and other statutory provisions like EPF, ESIC, Leave, Uniform Allowance etc.

6. **Quoting less in violation of Minimum Wages Act, Contract Labour Act, relevant orders of Govt. of India, Ministry of Labour and Employment and other statutory provisions shall be liable for disqualification and such bids shall not be considered and rejected summarily without assigning any reasons No communication will be entertained in this regards.**
7. The Supplier will have to provide the personnel throughout the month. In case any person goes on leave then there should be replacement in his/her place otherwise penalty equal to twice the amount payable for that person will be deducted.
8. Uniform (summer, winter, rainy season) and other items viz; umbrella, photo identity card etc. will be provided by the Bidder/Supplier to all the hired personnel. However, for security personnel mobile, torch with battery and whistle, will be mandatory, for which no additional payment will be made.
9. The Supplier will ensure that all its personnel are physically fit and mentally alert and are properly trained to carry out their duties. Specifically they must be periodically trained to handle public office in a polite, professional and disciplined manner. Minimum age of personnel should be eighteen (18) years and maximum age should be fifty five (55) years.
10. The Supplier shall intimate the name and full address along with recent photograph of the persons deployed in purchaser's office, In case of any deployed personnel being on leave or absent from the duty, the Supplier shall deploy substitute with his full identification.
11. The Supplier shall be the Principal employer of the security personnel deployed and also be responsible for payment of his remuneration/claim or any liability in terms of any contract previously signed or to be signed in future.
12. The Supplier shall submit claim for payment of the security charges in

consideration of the deployment of the guard on the basis of the actual attendance of the guard being on duty as per the attendance sheet duly countersigned by the authorized Person nominated the purchaser.

13. In case of negligence, dereliction of duty, disorderly behavior, other misconduct by personnel of the Supplier, the Supplier will take proper disciplinary action against such personnel and in case of any loss due to theft or negligent duty, the supplier shall meet the loss. State Appellate Authority will be at liberty to take its own civil/criminal action.
14. The Supplier will raise monthly bills at the beginning of each month for the duties performed during preceding month and these bills will be paid within 10 days of submission of the bill as per payment clause subject to usual deduction of wages for the personnel absent without information. TDS shall be deducted at prescribed norms on the payable amount by State Appellate Authority or the Supplier as per norms.
15. The Supplier will ensure monthly payment of wages to its personnel and it shall submit the documentary proof of payment to the personnel of wages, ESI/EPF Contributions, Service Tax and other applicable taxes for the preceding month.
16. The Supplier will provide additional manpower in any number within a reasonable time but not exceeding one month at the approved rates and terms and conditions. State Appellate Authority (also referred as Authority) has the right to increase or decrease the manpower requirement of any site or to add or delete any site of deployment.
17. If the bidder denies/withdraws/refuses to accept the work order as successful bidder then the Bid Security deposited by the Bidder/Supplier will be forfeited. In the same manner if the Bidder/Supplier refuses to carry out the work so allotted after signing of the agreement, the performance security will be forfeited and the Bidder/Supplier shall also be blacklisted.
18. Supplier will have to submit fortnightly/monthly performance report of the deployed personnel which will be monitored by State Appellate Authority as and when required.
19. The Supplier will execute the jobs undertaken by it directly and with its

own resources and will not give out any part of the assignment on sub-contract or transfer the contract to any other person in any manner.

- 20.State Appellate Authority reserves the right to accept or reject the bid without assigning any reason whatsoever and the decision of the Authority in awarding the work shall be final and cannot be subject to arbitration.
- 21.The Authority at its discretion, without prejudice to its rights to other action, hereunder, may cancel the order at any time by giving 30 days simple written notice in case the Bidder/Supplier/Company does not comply with its obligations under this contract.
- 22.Non-fulfillment of any of conditions of the contract may lead to disqualification of the supplier for a period of upto 5 years from participating in any bid of the Authority. This shall be put on the Authority's website for general notice also.
- 23.The Bidder/Supplier shall give an undertaking that all the statements made and submitted by him are true to the best of his knowledge and any information subsequently found incorrect or false will result in automatic cancellation of the bid and bidder will be liable for penal action as deemed fit by the Authority. Non-disclosure of any material information like ban order/debarment/blacklisting/pending criminal or vigilance case etc. will render him liable for cancellation of bid as well as penal action as deemed fit.
- 24.Failure to comply with the above conditions or furnishing of any incorrect or incomplete information will make the bid liable for rejection and suitable penal action.
25. Purchaser will decide the number of personnel to be deployed and their category for the purpose of payment (viz. skilled /semi skilled unskilled etc).

## **A. Hiring of Security services**

Bidder shall engage around **Eight** Security Guards who will be deployed in three shifts.

Note- The above numbers may be increased or decreased as per need.

1. The Security Guards deployed by the Supplier shall ensure proper safeguard of the staff working in the State Appellate Authority, assets and properties of State Appellate Authority, Niyojan Bhawan and Supplier shall be responsible for any loss of assets and properties in case of theft or any other cause of action not mentioned herein.
2. The same is also applicable in case of any change in Reception staff/security guards/Sanitation staff.
3. The Supplier shall be responsible for any compensation or any contingent claim/liability in respect of its security guards;
4. The Supplier shall submit a weekly report of compliance and happenings in the premises, to the officer of SAA incharge of Housekeeping in the form of "Khairiyat Report".
5. The bidder shall ensure round-the-clock high standard security on a 24 X 7 basis to safeguard the premises and assets of the Authority. The personnel at the reception will be The cost of uniform and I-card of the reception staff will be borne by the bidder.
6. The security guards and security supervisors deployed by the bidder for security duty should be well trained in fire fighting, operating the fire-protection system(s) / equipment(s) and fire extinguishers and providing first-aid.
7. **The security guards deployed by the bidder for security duty should also be trained in operation, monitoring and maintenance of CCTV cameras installed in the office of State Appellate Authority Niyojan Bhawan.** The guard/s deputed shall immediately report suspicious movement/activity to the Housekeeping team.

8. The bidder shall be solely responsible for timely payment of their wages and/or dues to his employees deployed for the Authority and compliance of all labour laws applicable to them..
9. The bidder shall furnish a detailed fortnightly duty chart of his employees and keep the housekeeping team of the Authority informed of any change in the list from time to time. The duty chart for the fortnight should give the specific names of employees and the respective duties they are required to attend to.
10. The bidder will provide all material(s) / equipment(s) required for day to day security including Torch, Whistles, Lathi, Batons and neat and clean summer/winter uniform and protective materials like overcoats, umbrella, etc. at his cost.
11. The security guards should perform their duty in neat and clean dress, shoes, belt, cap etc. and the supplier shall be responsible for providing liveries, Lathi, Torches, etc and any other materials incidental to the performance of daily work his own cost regularly. In case armed guards are requisition appropriate and valid licence holder should be deployed.
12. The security guard deployed in the premises of the Authority shall mark their attendance in a separate register in evidence of their presence on duty.
13. The bidder shall maintain a register for marking the attendance by security personnel deployed by him, which shall be seen/verified by the Building in Charge /Estate Officer, regularly.
14. The guards on duty at the gates/reception will ensure that only the authorized persons enter the premises after proper verification and intimation.
15. The bidder will also have the responsibility to safeguard the moveable and immovable property of the Authority's office.
16. The bidder shall ensure opening and proper locking of main doors of the building. In case of any theft, breakage, pilferage of any fixture and/or fittings, furniture, equipment, etc., the responsibility shall be of the bidder and she/he shall report to the Building In Charge/Estate Officer. If, after a departmental enquiry, it is found that the loss has occurred due to negligence of the bidder's guard/guards on duty, the purchaser will have full power to recover the loss in full or adjust from the dues or security deposit of the bidder. The decision of The Secretary, of the Authority, in this regard will be final and binding on the bidder.
17. During surprise checks by any authorized officer of the Authority, if a particular guard is found negligent/sleeping/drunk on duty, the bidder



will have to withdraw the guard from the premises, forthwith, which may even entail cancellation/termination of contract for the rest of the period.

18. The supplier will be liable to pay a penalty in the event of breach, violation, contravention or non-fulfillment of any of the terms and conditions contained herein brought to the notice of Authority as per the terms and conditions.

A. If the lapse is repeated, the extent of penalty will be doubled on each such occasion. The decision of the Authority in this regard shall be final and binding upon the Supplier. Some of the instances in which penalty would be imposed include the following:-

- (i) If the personnel are not found in proper uniform and displaying photo Identity Card.
- (ii) If the personnel is found smoking/drinking/sleeping during duty hours and performing double duty within 24 hours.
- (iv) If the supplier is not able to provide the required number of personnel.
- (v) If the behavior of any personnel is found discourteous.
- (vi) If any personnel is found performing duty by submitting a fake name and address.
- (vii) If any personnel found on duty other than those mentioned in the approved list supplied by the Agency to the Authority.

**DUTIES AND RESPONSIBILITY OF SECURITY GUARDS:**

1. The deployed guard cannot claim any employer employee relationship with the purchaser.
2. The personnel ought to be polite and courteous but Firm disciplined, physically fit, alert and smartly dressed in uniform.
3. The personnel should also be capable to attend the distinguished visitors, VIPs and officers with compliments.
4. The personnel should check, control and restrict entries of outsiders by checking of valid passes and/or searching, if required, and movement of

vehicles and incoming/outgoing materials (with gate passes/challans) and time keeping.

5. Entry of all outsiders should also be made in the register.
6. The guard should also prevent the entry of stray dogs and cattle, antisocial elements, unauthorized persons and unauthorized vehicles into the building.
7. Maintain strict security of persons, material and premises and maintain diary to note all important events/happenings/information received for passing on to the Authority. Guard shall be entirely responsible for any theft of movable items such as computers, laptop, furniture, bathroom fittings, fans, exhaust fans, telephone instruments, fire extinguishers, or firefighting systems, etc.
8. Guards stand by the officers of the Authority during emergency like gherao, picketing, strike etc. and security of department from any assaults whatsoever.
9. Guards shall leave the place of duty under any circumstance until and unless properly relieved by signing in handing/taking over register.
10. In case of fire, the Security Guards will immediately alert the staff on duty and assist in fire fighting operation and also inform the Building-in-Charge of that building. In case of fire accident before or after office hours, the guards shall inform the nearest fire station and Building-in-Charge.
11. The security guards must watch that there are no unidentified/unclaimed/suspicious objects lying or persons loitering in the building/premises. The vehicles that enter into the premises must be identified, noted in the register and parked at designated places.
12. The security guards shall ensure that all the electrical equipment's/instruments/lights and fans are switched off at the time of closure of the office or part of the office.
13. The security personnel must be in proper neat and tidy uniform.

14. The names of the security guards should always be displayed by them on their uniforms for the purpose of identification.
15. The security guards should check the bags/briefcase of the visitors, if considered necessary.
16. The security guards shall at all times comply with all directions and instructions of the Authority. Noncompliance of instructions may lead to termination of agreement.
17. Patrolling the premises of the Authority will be done round the clock. The guard on duty will also take care of all material(s) / equipment(s) mentioned/lying within the campus and vehicle/car parking of the Authority.

## **B. Hiring of Sanitation Services**

1. For sanitation services the bidder must include the cost of washing/sanitation material viz; lercrom dusters scrubbers, acid, floor cleaners, toilet cleaner, odonil, phenyl etc. Before quoting the rates bidder may visit the premises of purchaser's office to assess the requirement.
2. The execution of cleaning work will be by suitable and uniformed hygiene specialist with mechanized equipments, wherever required, and wet mopping.
3. The cleaning work is to be carried out as per national norms/standards and in such manner that entire premises always look neat and clean.
4. The manpower engaged should be trained.
  - (i) The bidder shall engage at least two safai karmcharis including lady karamchari for cleaning and sanitation works.
  - (ii) The work shall be finished up to 9.30 AM sharp. Second shift of cleaning will be done during lunch hour of the office. Note- numbers of personnel may be increased or decreased as per need.
5. It will be the sole responsibility of the bidder that three men engaged are trained and the State Appellate Authority; Government of Bihar will not be liable for any mishap, directly or indirectly.
6. All the consumable and disposables required for cleaning are to be procured by the bidder and the cost should be incorporated in the commission to be filled in the financial bid.
7. Mechanized equipments, wherever required, will be procured by the bidder.
8. The cleanliness will be periodically checked by any officer authorized by HOD based on certain objective criteria which are decided to measure level of cleanliness and the bidder has to abide by those criteria. These are as follows:
  - (i) Shine level, presence of dust, pan & gutkha stains, spillage of water or other liquids, bird dropping etc. on floors, tiled walls, doors, windows, stairs etc.
  - (ii) Dust or cobwebs etc. on roof windows grills etc.

(iii) Finger or palm marks, dust and gutka stain on glass panes of windows or doors and mirrors.

(iv) Dirt marks, dryness and odour in wash-basin, WC Seat, floors etc. in toilets/bathrooms.

9. Housekeeping: (work will include:-)

a) Complete housekeeping and complete maintenance of building and cafeteria etc.

b) Spray and spread of Phenyl and other pest control measures twice in a week and as and when required.

c) Complete cleaning, sweeping and swabbing of floors, common areas, reception passage twice a day. Using detergents/cleaning liquid.

e) Cleaning of toilets with phenyl / dettol twice in a day and provision of air freshener and naphthalene balls.

f) Dusting, cleaning and brushing of furniture, carpets, windows & doors normally as well as vacuum cleaning on a daily basis.

g) Collection, carrying and dumping of garbage and kitchen wastes daily at a specified place.

➤ Changing bath towels, bed sheets and pillow covers with washed ones, every day.

➤ The bidder shall provide necessary dustbins in all rooms common areas and toilets.

➤ The bidder shall provide room fresheners / hand towel in all toilets.

h) Cleaning and washing of curtains of windows/ door once a month.

i) The housekeeping services provided by the bidder should be of very high standard.

10. If cleanliness is not observed to the satisfaction of the Authority, a penalty of Rs.1000/- per day or a major fine of Rs.5000/- per day will be imposed on the bidder depending on the objective criteria as above.

**DUTIES AND RESPONSIBILITY OF STAFF ENGAGED FOR SANITATION:**

1. Cleaning of floor areas, vertical finishes (walls), roof and false ceilings, glass areas, doors and attached fixture, windows with attached fixtures and frames, rolling shutters, railings, mirrors aluminum grills, pillars, curtains, slabs, cabinets, almirah with attached fixtures, lifts and adjoining areas etc. All the covered area including all rooms, corridors, paved areas including tanks, if any.
2. Sanitation and cleaning of bathrooms and toilets using sanitising material, fresheners etc.
3. Cleaning of all equipments available in the rooms including telephone sets and accessories, computers and accessories, furniture, signage, notice boards, switch, Air-conditioners, etc. with dusting or wet mopping.
4. Cleaning of drinking water coolers, water filters, Desert coolers, etc.
5. Cleaning of fire-fighting equipments, CCTV and public address systems, etc.
6. Cleaning of all miscellaneous equipments as available or being provided from time to time.
7. The cleaning of carpets, etc. with modern gadgets shall be done twice a week.
8. **Any other provisions as advised by the purchaser may be incorporated in the agreement. The same shall also be binding on the bidder.**

(The Secretary, State Appellate Authority, Bihar, Patna may also include the items, if any, other than mentioned above, in the duty chart as per their requirement. Before quoting the rate, bidder may assess the quantum of work by visiting and meeting the Officer concerned of the Authority.)

### **C. Hiring of other services**

1. Other services will include multitasking ,operation of machines including photocopiers and computers ,equipments, management of reception counter, kitchen, vehicle driving, court management , plantation, telephone operation, book binding etc.
2. The bidder shall also be solely responsible for timely payment of wages and/other dues of his employees and compliance of all labor laws applicable to them..
3. The deployed personnel shall at all times comply with all directions and instructions of the purchaser. Noncompliance of instructions may lead to termination of contract.
4. The deployed personnel ought to be polite, courteous but firm, disciplined, physically fit and alert
5. The deployed personnel cannot claim any employer employee relationship with the purchaser.
6. During surprise checks by any authorized officer of the Authority, if a particular personnel is found negligent/sleeping/drunk on duty, the bidder will have to withdraw that personnel from the premises of the Authority forthwith, which may even entail cancellation/termination of contract for the rest of the period.
7. The supplier will be liable to pay a penalty in the event of breach, violation, contravention on non-fulfillment of any of the terms and conditions contained herein brought to the notice of purchaser as per the terms and conditions.
  - A. If the lapse is repeated, the extent of penalty will be doubled on each such occasion. The decision of the purchaser in this regard shall be final and binding upon the Supplier. Some of the instances in which penalty would be imposed include the following:-
    - (i) If the deployed personnel are not found well dressed and displaying photo Identity Card.

- (ii) If any deployed personnel is found smoking/drinking/sleeping during duty hours and performing double duty within 24 hours.
  - (iii) If the supplier is not able to provide the required number of personnel, as decided by the purchaser.
  - (iv) If the behavior of any deployed personnel is found discourteous.
  - (v) If any personnel is found performing duty by submitting a fake name and address.
8. The personnel deployed by the supplier for various duties should be well trained in operating the system(s) / equipment(s)
  9. Any other provisions as advised by the purchaser may be incorporated in the agreement. Which shall also be binding on the bidder?
  10. Purchaser at its discretion, opt for the services, the category of wages, (whether highly skilled skilled or semi skilled or supervisory etc) and accordingly pay the wages.

(The Secretary, State Appellate Authority, may also include the items, other than those mentioned above, in the duty chart as per their requirement. Before quoting the rate bidder may assess the quantum of work by visiting and meeting the Officer concerned of the Authority.)

**SECRETARY**  
**State Appellate Authority, Bihar**



## TECHNICAL BID

### NAME OF THE WORK : HIRING OF SECURITY SERVICES AND/OR HIRING OF SANITATION AND/OR HIRING OF OTHER SERVICES

(Format may be used either for A or B or C)

**Bid No (67/2016-6/2017) Date 19.12.2017**

**Time & Date of submission of technical bids: 16.00 Hrs on 16.01.2018**

**Time & Date of opening of Technical bids: 17.00 Hrs on 16.01.2018**

Head	Information Provided	Document Attached
1 Name of the bidder:		
2 Address of the bidder :		
3. Contact Details of the bidder: (a) Tel. No. with STD (O)..... (Fax).....		
4. Bidder's bank and its address and his current account number:		
5. Registration and incorporation particulars of the bidder indicating legal status such as company/Limited Liability Partnership/partnership firm/Sole proprietorship concern, etc (Pl. attach copies of the relevant documents/certificates)		

<p>6. The bidder may provide:-</p> <ul style="list-style-type: none"> <li>(i) GST Registration certificate</li> <li>(ii) copy of recent GST Return may be submitted ,</li> <li>(iii) registration certificates relating to Bihar Private Security Act, ( for Package A only)</li> <li>(iv) License number under Contract Labour (R&amp;A) Act, if any,</li> <li>(v) EPFO,ESIC . Registration Number</li> <li>(vi)copies of Permanent Account Number (PAN)/Income Tax Circle/TIN of the bidder</li> <li>(vii) Copies of Income Tax Returns filed for the any three years out of last five years</li> </ul>		
<p>7. Annual turnover for the three out of last five years (Audited a/c statements such as P&amp;L a/c, balance sheets, etc for last three years should be attached) or Any Prof of having received the payment for providing man power to Govt./PSUs/ Security.</p>		
<p>8. Proof of experience of satisfactory supply of services of at least 10 man power in a year to PSUs/Govt. Department Copies of at least three Purchase Orders/ supply certificate and payment orders received from Govt./ PSUs/Societies during each of the last three years should be enclosed as <b>Annexure –II</b></p>		

9. Declaration regarding blacklisting or otherwise by the Govt. Departments/PUSs/Societies as given in <b>Annexure –III</b>		
10. All pages of Technical Bid and enclosed documents duly signed and stamped as proof of having read the contents therein and in acceptance thereof should be enclosed.		
11. Duly filled in authorization for attending bid opening ( <b>Annexure-IV</b> ) of any.		
12. Any other information document: please specify, of any.		

**N.B. Bidders to ensure that all**

- (i) All Pages with annexure have been Self Attested/Signed and stamped by the authorized persons**
- (ii) All Pages have been numbered**
- (iii) Documents are legible (clearly readable)**

I/we certify that the information furnished above is true and correct. The terms and conditions are acceptable to us.

**Dated.....**

**Name & Address of Firm**  
..... **Authorized Signature**  
**& Seal of the Bidder**

**WORK OF HIRING OF SECURITY SERVICES**

Bid No (67/2016-6/2017) Date 19.12.2017

Time &amp; Date of submission of technical bids: 16.00 Hrs on 16.01.2018

Time &amp; Date of opening of Technical bids: 17.00 Hrs on 16.01.2018

**Financial Bid**

Financial bid should be given in the format below: (Govt's guidelines on minimum wages to be adhered strictly)

**From,****To,****Secretary,****State Appellate Authority,****Niyojan Bhawan, Patna – 800 004****Sir,**

I/we have gone through, understood fully and declare that I/ we shall abide by the terms and conditions detailed in the bid document for supply of the services required. My / our rates are as under-

A	B	C	D	E	F	G	H	I	J	
	Category of Security Guard	Rate as per Bihar Govt. Minm. Wages Act	Rate as per Bihar Govt. Minm. Wages Act	E.P.F.	E.S.I.	Bidder/Supplier Commission per Month including all liability	Total (C TO G)	GST	Gross Total (H + I)	
		26 Days	Weekly Off						In Figure	In Words
1	Highly Skilled(Ex-Service man with Arms)									
2	Skilled( Ex serviceman without Arms)									
3	Semi Skilled (Trained under PSRA only)									
5	Supervisory									

Signature of the bidder and seal

Or

Officer authorized to sign the bid documents on behalf of the bidder and seal

## WORK OF HIRING OF SANITATION SERVICES

Bid No (67/2016-6/2017) Date 19.12.2017

Time & Date of submission of technical bids: 16.00 Hrs on 16.01.2018

Time & Date of opening of Technical bids: 17.00 Hrs on 16.01.2018

### Financial Bid

Financial bid should be given in the format below: (Govt's guidelines on minimum wages to be adhered strictly)

From.....

To,

Secretary,

State Appellate Authority,

Niyojan Bhawan, Patna – 800 004

Sir,

I/we have gone through, understood fully and declare that I/ we shall abide by the terms and conditions detailed in the bid document for supply of the services required. My / our rates are as under-

A	B	C	D	E	F	G	H	I	J	
	Category of Sanitation worker	Rate as per Bihar Govt. Minm. Wages Act	Rate as per Bihar Govt. Minm. Wages Act	E.P.F.	E.S.I.	Bidder/Supplier Commission per Month including all liability, cleaning material	Total (C TO G)	GST	Gross Total (H + I)	
		26 Days	Weekly Off						In Figure	In Words
1	Semi Skilled									
2	Un Skilled									
3	Supervisory									

Signature of the bidder and seal

Or

Officer authorized to sign the bid documents on behalf of the bidder and seal

**WORK OF HIRING OF OTHER SERVICES**

Bid No (67/2016-6/2017) Date 19.12.2017

Time &amp; Date of submission of technical bids: 16.00 Hrs on 16.01.2018

Time &amp; Date of opening of Technical bids: 17.00 Hrs on 16.01.2018

**Financial Bid**

Financial bid should be given in the format below: (Govt's guidelines on minimum wages to be adhered strictly)

From,

To,

Secretary,

State Appellate Authority,

Niyojan Bhawan, Patna – 800 004

Sir,

I/we have gone through, understood fully and declare that I/ we shall abide by the terms and conditions detailed in the bid document for supply of the services required. My / our rates are as under-

A	B	C	D	E	F	G	H	I	J	
									In Figure	In Words
	Manpower for other services	Rate as per Bihar Govt. Minm. Wages Act	Rate as per Bihar Govt. Minm. Wages Act	E.P.F.	E.S.I.	Bidder/Supplier Commission per Month including all liability	Total (C TO G)	GST	Gross Total (H + I)	
		26 Days	Weekly Off							
1	Highly Skilled									
2	Skilled									
3	Semi Skilled									
4	Un Skilled									
5	Supervisory									
6	Clerical									

Signature of the bidder and seal

Or Officer authorized to sign the bid documents on behalf of the bidder and seal

**Annexure-II**

**HIRING OF SECURITY SERVICES AND/OR HIRING OF SANITATION AND /OR  
HIRING OF OTHER SERVICES**

Bid No (67/2016-6/2017) Date 19.12.2017

Time & Date of submission of technical bids: 16.00 Hrs on 16.01.2018

Time & Date of opening of Technical bids: 17.00 Hrs on 16.01.2018

**Experience Certificate**

I.....S/O,W/O.....  
Resident of..... Patna, PIN-.....declare that

My Company/Firm, having registered name M/s.....bearing  
Registration no.....,having official  
address.....Patna, PIN.....has received  
Purchase/work Orders from Govt. depts./ PSUs/Societies during three out of last  
five years are as below.

Sl.No.	Financial Year	Name of work done	Amount of contract	Duration of work	Details of copy of order and payments other evidence attached
i					
ii					
iii					
iv					
v					

The details written above and annexures attached with are true and correct. In case any information/certificate submitted here is found to be false, the bid submitted by me may be cancelled immediately, bid security money may be forfeited and penal action can also be taken for giving such false information.

**Name and signature of Authorised Person**

Stamp/Seal of the company/Firm

Annexure-III

**HIRING OF SECURITY SERVICES AND/OR HIRING OF SANITATION AND  
/OR HIRING OF OTHER SERVICES**

Bid No (67/2016-6/2017) Date 19.12.2017

Time & Date of submission of technical bids: 16.00 Hrs on 16.01.2018

Time & Date of opening of Technical bids: 17.00 Hrs on 16.01.2018

**Affidavit**

I.....S/O,W/O.....Resident  
of..... Patna, PIN-..... declare that;-

My Company/Firm having registered name M/s.....bearing Registration  
no.....,having official address.....Patna,  
PIN.....has never been **blacklisted** by government and private organization.

This affidavit has been sworn in respect of Bid for Hiring of Security/Hiring of Sanitation/Hiring  
of other services (name of the work) for State Appellate Authority, Niyojan Bhawan, Patna.

The details written in the bid documents and annexure attached with are true and correct In  
case any information/certificate submitted by me found to false the bid submitted by me may  
be cancelled immediately, bid security money may be forfeited and penal action can also be  
taken for giving such false affidavit.

Name and signature of Deponent



**Annexure-IV**

**HIRING OF SECURITY SERVICES AND/OR HIRING OF SANITATION AND  
/OR HIRING OF OTHER SERVICES**

**Bid No (67/2016-6/2017) Date 19.12.2017**

**Time & Date of submission of technical bids: 16.00 Hrs on 16.01.2018**

**Time & Date of opening of Technical bids: 17.00 Hrs on 16.01.2018**

**LETTER OF AUTHORIZATION FOR ATTENDING THE BID OPENING**

Sub. : Authorization for attending the technical bid opening on \_\_\_\_\_ and financial bid on \_\_\_\_\_ of the bid for procurement of the Hiring of Security/Hiring of Sanitation/Hiring of other services. Following person is here by authorized to attend the bid opening for the bid mentioned above on behalf of M/s.\_(name of the bidder).

Name

specimen signature

Alternate representative

Name

specimen signature

Signature of the bidder or

Officer authorized to sign the bid documents on behalf of the bidder

**N.B. Permission will be denied incase the photocopy of the duly filled in form is not brought at the time of opening**

**HIRING OF SECURITY SERVICES AND/ OR HIRING OF SANITATION  
AND/OR HIRING OF OTHER SERVICES**

**SPECIMEN AGREEMENT**

To be executed within one week of receipt of information of selection of bidder by the State Appellate Authority before placing order. Each page of this form shall be signed by the bidder for acknowledging that he/she has seen the terms and conditions of the agreement.

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Agreement

The agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2017 between M/s \_\_\_\_\_

Herein referred to as the Supplier carrying on business under the name and style of M/s. \_\_\_ of the one part.

and

**State Appellate Authority (SAA)**, acting through the ....., herein after referred to as the process on the other part whereas the said supplier has agreed with **State Appellate Authority**, for supply of required Items in conformity with the requirements & specifications.

Now this indenture witnessed that in consideration of the promise, it is mutually agreed and d e c l a r e d between parties hereto as follows.

1. The Supplier agrees to undertake to provide **services i.e.** Hiring of Security/Hiring of Sanitation/Hiring of other services as per the requirement as agreed to in their bid letter no. \_\_\_\_\_ dated \_\_\_\_\_ at the rates quoted by him/them.
2. The supply of **services i.e.** Hiring of Security/Hiring of Sanitation/Hiring of other services which are not in conformity with the requirements/ specifications are liable to be rejected.

3. This agreement shall be effective from \_\_\_\_\_ to \_\_\_\_\_. The contract may be extended with the same terms and conditions and rates for twelve more months with the consent of both the parties. The supplier shall execute the Purchase Orders (POs) placed by the purchaser with great promptness and full satisfaction of the purchaser. The supplier shall agree that Should the supplier fail to deliver the services within the period prescribed for delivery, the purchaser shall be entitled to recover the damage at the rate of 0.5% of the order value per work or 0.5% of the value of the work for which the delivery is delayed for each week of delay, as the case may be, subject to a maximum of 10% of the order value with the concurrence of the purchase committee.
4. The Performance security deposit shall be paid by the supplier for due and faithful performance of the contract by the supplier of all and several covenants herein contained of his part to be observed with full. **Secretary, State Appellate Authority, Niyojan Bhawan**, on behalf of the State Appellate Authority will be entitled to appropriate the said sum to any damage, penalties and other sums which the supplier may be required to pay in case the supplier fails to perform /fulfill keep observe all or any of the said conditions of the agreement on his part contained herein.
5. The Performance security deposit shall be released three months after successful completion of the work at the end of the contract period including the extended period, if any
6. All disputes, differences and questions arising out of or in any way touching or concerning this agreement or subject matter thereof or the representative rights, duties or liability of the parties shall be referred to the sole arbitration of the Chairperson, State Appellate Authority, Niyojan Bhawan, Patna for State Appellate Authority or any person nominated by him. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996. The arbitrator shall be entitled to extend the time of arbitration proceedings with consent of the parties. No part of the agreement shall be suspended on the ground of pending arbitration proceedings.

7. The Security Deposit is liable to be forfeited by the Authority without any prejudice to any other rights and remedies of Purchaser, in case the supplier fails to undertake the contract work, as per the work orders and as per the terms and conditions given in the bid schedule during the currency of the contract including the extended period if any.
8. The Bid schedule, instructions to the bidders, scope of work of conditions, Terms and Conditions of the Bid and Bid Submitted by the suppliers shall also form part of this agreement.
9. That the supplier acknowledges that he has fully acquainted himself with all the terms and conditions and he shall not plead ignorance of the same.

In witness whereof, the parties hereunto have set their hands to this Deed on the day and year herein above mentioned.

Signature of the Supplier as above

The State Appellate Authority (SAA)  
(Purchaser)

Signature:

Signature:

Name :

Name :

Address :

Address :

**WITNESSES**

1.

1.

2.

2.

Note : Other Terms and Conditions as per the concerned package and objectives of the bid document will be added in this specimen's agreement

lawyer