



**BIHAR LEGISLATIVE ASSEMBLY SECRETARIAT
PATNA-800015**

**Request for Proposal for Bihar Legislative Assembly Guest
House Facility Management Services, Patna-800015.**

NIT No. : 02/2025

Date : 27.03.2025

Website: -

<https://vidhansabha.bihar.gov.in/>

Table of Contents

1. Fact Sheet	03
2. Notice Inviting Tender (NIT)	04
3. Disclaimers	05
4. Definition	05
5. Introduction and Objectives	06
6. General Information	07
7. Scope of Work	12
8. Commencement, Duration, Modification	13
9. Payment Terms	13
10. The Representation, Warranties, Responsibilities	13
11. General Conditions	13
12. Obligation of Vendor Agency/Strategic Partner	14
13. Insurance by the Vendor Agency/Strategic Partner	15
14. Performance Security Deposit (PSD)	15
15. Obligation of Bihar Legislative Assembly Secretariat, Patna	15
16. Confidentiality	16
17. Payment & submission of bills	16
18. Liability of the Vendor	16
19. Termination	17
20. Payment upon termination	18
21. Force Majeure	18
22. Quality Assurance	18
23. Settlement of Disputes	18
24. Miscellaneous	18
25. Notices	19
ANNEXURE-01	20-25
ANNEXURE-02	26-27
ANNEXURE-03	28-30
ANNEXURE-04	31
ANNEXURE-05	32-33
ANNEXURE-06	34-40

1. Fact Sheet

S. No.	Particulars	Details
1.	NIT No.	02/2025
2.	Tender date	27.03.2025
3.	Selection Method	Tender will be awarded to the Bidder with the highest score based on the QCBS Evaluation Method (Quality cum Cost-Based Selection)
4.	RFP issued by	Bihar Legislative Assembly Secretariat, Patna-800015
5.	Availability of RFP	RFP can be downloaded from https://vidhansabha.bihar.gov.in/
6.	EMD	Earnest Money Deposit of 100,000/-. Demand Draft in favor of "DDO Bihar Vidhan Sabha Patna", payable at Patna from any of the nationalized bank. The Firms registered with MSME are exempted from the payment of EMD. Copy of valid certificate must be furnished with Technical cover.
7.	Performance Security Deposit (PSD)	To be Submitted after Award of the contract.
8.	Nodal Officer for correspondence and Clarification	Sitesh Kumar jha Section Officer Bihar Vidhan Sabha Mob: 8709319201 Email: mesitesh@gmail.com
9.	Last date for Pre bid queries	31.03.2025
10.	Pre bid meeting	01.04.2025 at 11:30 AM
11.	Issue of addendum /clarification(if any)	02.04.2025
12.	Last date and time of bid submission	09.04.2025 at 03:00 PM
13.	Opening of Technical bid	09.04.2025 at 04:00 PM
14.	Technical Presentation/Demo	11.04.2025 from 11:00 AM onwards
15.	Opening of Financial bid	15.04.2025 at 03:00 PM
16.	Address for venue of bid opening	Official chamber of Secretary, Bihar Legislative Assembly Secretariat, Patna-15
17.	Address for Communication	Secretary, Bihar Legislative Assembly Secretariat, Patna-15
18.	Email Id for Communication	secretarybvs@gmail.com

2. NOTICE INVITING TENDER:

Notice Inviting Tender (NIT)

Bihar Legislative Assembly Secretariat, Patna-800015

NIT No. : - 02/2025

"Request for Proposal for Bihar Legislative Assembly Guest House Facility Management Services, Patna-800015"

- A. Bihar Legislative Assembly Secretariat invites Request for Proposals (RFP) from Vendors having experience of Guest House Management for the Bihar Legislative Assembly Guest House Facility Management Services as per industry standards to serve the Hon'ble Guests and visitors in Bihar Legislative Assembly Guest House on contractual basis for a period of Two Years which may be extended further on satisfactory performance as detailed in the "Scope of Work" section of RFP document.
- B. The detailed RFP document can be downloaded from <https://vidhansabha.bihar.gov.in/> from 27.03.2025. The downloaded RFP document shall be considered valid for participation in the bidding process subject to the submission of required EMD through Demand Draft in favor of "D D O Bihar Vidhan Sabha Patna" payable at Patna and must be submitted physically in the office of Secretary, Bihar Legislative Assembly, Patna-15 latest by 09.04.2025 till 03:00 PM failing which the bid will be summarily rejected.
- C. Bidder/Agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Secretary-in-Charge

Bihar Legislative Assembly,
Patna, Bihar-800015

3. Disclaimers

All information contained in this Request for Proposal (RFP) is provided in the good interest and faith. This is neither an agreement and nor an offer/invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the presentation of this RFP document, the interested bidders shall satisfy themselves that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and firms submitting their bids are satisfied that the RFP document is complete in all respects.

Bihar Legislative Assembly Secretariat reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. Assembly Secretariat also reserves right to withhold or withdraw the process at any stage with intimation to all who have submitted their bids in response to this RFP. Assembly Secretariat reserves the right to change/modify/amend any or all of the provisions of this RFP document without assigning any reason at any time before the submission of bids. Any such change would be communicated to the bidders by posting it on the website of the Bihar Legislative Assembly.

Neither Assembly Secretariat nor their employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may raise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of Assembly Secretariat or their employees and bidder or otherwise arising in any way from the selection process for the assignment.

Information provided in this document or imparted to any respondent as part of RFP process is confidential to Assembly Secretariat and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

4. Definitions

In this RFP the words and expression defined below shall have the meaning assigned to them respectively, except where the context requires otherwise:

- a. "Contract" means the Contract signed by the Parties with all attachments, namely Schedules, Annexure, Supplements, Appendices, Appendages and all modifications made in accordance with the provisions of this agreement thereof (between Bihar Legislative Assembly Secretariat and the Vendor) in accordance with the provisions of this agreement.

- b. "Effective Date" means the date on which this contract comes into force and effect pursuant to award of bid and issue of work-order/approval of RFP by Bihar Legislative Assembly Secretariat.
- c. "Party" shall mean Bihar Legislative Assembly Secretariat, Patna or selected Vendor pursuant to this RFP and the parties shall mean both Bihar Legislative Assembly Secretariat, Patna and such Vendor.
- d. Nodal Officer: Officer appointed by the Bihar Legislative Assembly Secretariat (As mentioned in the fact) shall be the Nodal officer for any communication with the Vendor.
- e. "BLAS" means Bihar Legislative Assembly Secretariat.
- f. Vendor" means the selected Contractor for the Bihar Legislative Assembly Guest House Facility Management Services pursuant to this NIT.

5. Introduction and Objectives

- a. The Bihar Legislative Assembly is the lower house of the bicameral Bihar legislature of the State of Bihar. The newly built Bihar Legislative Assembly Guest House aims to not only offer comfortable accommodations but also creating a welcoming atmosphere that makes its visitors feel at home. The visitors to the guest house are likely to be the hon'ble MLA, ex-MLA, MP, ex-MP, special guests from other states.
- b. The Bihar Vidhan Sabha Guest House comprises of 24 double occupancy rooms, 03 suites and 03 dormitory rooms (10 beds) spread across ground, first and second floors.
- c. Apart from above, the guest house also includes the reception area, conference room, waiting room, living area, pantry area, storage area, toilet room, lounge, garden and dining rooms.
- d. BLAS expects the Guest Houses to be maintained as a high end facility for its visitors, ensuring state-of-the-art hospitality and service management at best standards.
- e. Through this Request for Proposal (RFP) document, The Bihar Legislative Assembly Secretariat desires to select a Vendor for Bihar Legislative Assembly Secretariat Guest House Facility Management Services located at off mall Road Patna. The vendor has to perform its duties as per scope of work.
- f. The selected vender will have to execute works and services like reception management, housekeeping, pest control service, Laundry Services and Linen Management and others as mentioned in scope of work.
- g. The bidders should note that the high quality of service and professional approach is the essence of this contract.

6. **General Information**

The Bihar Legislative Assembly Secretariat invites Request for Proposals from **Vendors having experience of Guest House Facility Management Services** to serve the Hon'ble Dignitaries and visitors on contractual basis for a period of Two Years which may be extended further on satisfactory performance.

- A. The Vendors must not be blacklisted or debarred by any Govt. at time of submission of bid and no work awarded to any such Vendor should have been terminated during last three years on the ground of unsatisfactory performance. Each Vendor is required to submit undertaking in this regard.

Name & description of work	Bid Security	Date of publication of RFP documents online	Last date of Submission
Selection of Vendors for Guest House Facility Management Services for Hon'ble Dignitaries and Visitors in Bihar Legislative Assembly Secretariat.	Rs. 100,000/- (Refundable)	From date mentioned in fact sheet onwards the RFP documents can be downloaded from the website https://vidhansabha.bihar.gov.in/ And can also be obtained from the Bihar Legislative Assembly Secretariat, Patna	as per date and time mentioned in fact sheet

- B. The cost of RFP documents is Rs. NIL.
- C. For information / Technical Details / Clarifications required by the Tenderers, a pre-bid meeting with the tenderer will be held as on date mentioned in fact sheet. The vendors shall have all their doubts cleared in the PRE-BID meeting. Suggestions from tenderer, if accepted by BLAS, will be notified after PRE-BID meeting on website and will be final afterwards.
- D. Vendors fulfilling the prescribed criteria may download the document form <https://vidhansabha.bihar.gov.in/> or obtain a copy from the Office of Bihar Legislative Assembly Secretary, Patna and submit the bid along with the Undertaking document/ bid security amount separately.

- E. The tenders should be submitted in two sealed cover in sealed covers per process described below:
- a. The proposals shall be evaluated in two stages: (1) Technical and (2) Financial. A minimum qualifying mark is set and only those contractors whose Technical proposals score the minimum mark of 60% shall be considered for financial evaluation. Thereafter, financial proposal shall be evaluated. Tender will be awarded to the Bidder with the highest score based on the QCBS Evaluation Method (Quality cum Cost-Based Selection).
 - b. The First sealed cover - COVER I should be superscribed "Technical Bid" and The Second sealed cover - COVER II superscribed 'Financial Bid'.
 - c. The above mentioned two covers shall be sealed on the outside with wax seal bearing the logo/name of the company submitting the bid.
 - d. These two covers shall be again put into a single wax sealed cover superscribed "Tender for Bihar Legislative Assembly Guest house facility management services".
 - e. On the date of tender opening, only the Technical Bids shall be opened in the presence of attending tenderers. The Technical bids shall be evaluated subsequently and only the shortlisted firms will be called for attending the financial bid opening on date mentioned in fact sheet.
- F. Earnest Money Deposit shall be submitted along with the "Technical Bid" in the form of a demand draft drawn in favor of "D D O Bihar Vidhan Sabha Patna".
- G. The Tender process will be evaluated by The Tender Evaluation Committee as per process described below:
- i. **First Stage- Technical Bid:**
The technical bids of only those bidders who fulfills the below mentioned eligibility criteria will be evaluated as part of the eligibility proof:
 - a. **Minimum 03 (Three) years** of experience in providing house facility management services which includes reception, housekeeping, hospitality of guests, laundry Services and linen Management, and other general maintenance services for a minimum of 25 room guest house or 50 guests.
 - b. Preference will be given to companies having national presence and ISO 9001-2000 certification. Preference will be given to companies who have experience in running a facility of national standards in the last 03 years.
 - c. The agency shall have executed or be executing a single or multiple contracts totaling of **minimum Rs. 01 Crore per annum in last 03(three years)**.
 - d. Bidder should have made **net profits during last three financial years**.
 - e. The bidding agency should have experience in providing similar services to Public Sector Companies/Government Departments/ Research Organizations / Reputed Private Sector Companies.
 - f. Copies of following documents must be submitted along with bid:

- Valid PAN number
 - Valid Registration Certificate of the firm / agency / Company.
 - Valid License issued by the Competent Authority
 - Goods and Service Tax Certificate
 - Valid ESI & PF registration certificate
- ii. **Evaluation of Technical Bids** :Technical bid shall be opened as per date and time mentioned in fact sheet and will be evaluated by Tender Evaluation Committee based on following criteria:
- a.

	Technical Criteria	Maximum Marks
A	Organization Related (45 marks)*	
	A1 Year of In/Operation of the Bidder (15 marks)	
	(1) Less than 03 years	0
	(2) 03 years – less than 06 years	5
	(3) 06 years – less than 09 years	10
	(4) 09 years and more	15
	A2 Organization Status (15 marks)	
	(1) Proprietary firm/Partnership firm	5
	(2) Private Ltd Company	10
	(3) Public limited Company	15
	A3 Financial Status of the Company (15 marks)	
	Average annual turnover during last 3 years starting 2021-22.	
	(1) Less than 01 Crore	0
	(2) Rs 01 Crore to less than Rs 05 Crore	5
	(3) Rs 05 Crore to less than Rs 10 Crore	10
	(5) Rs 10 Crore and more	15
B	Nature of experience in Guest House Management Services (15 marks)*	
	(1) Experience in Private Sector	3
	(2) Experience in MNC's	6
	(3) Experience in Public Sector	9
	(4) Experience in any two of (1),(2) and (3) above	12
	(5) Experience in all the above	15

C	Technical Presentation/Demo (40 marks): The Presentation shall cover following aspects: Approach & Methodology, Organization Chart, and Monitoring with complete justification of how different services will be provided efficiently.	40
---	--	----

- b. Absence of a Vendor or, representative shall not invalidate the result. However, it is advised that Vendor/representative duly authorized by vendor may attend the meeting upon their qualification.
 - c. Only the Qualified tenderer will attend meeting with the Tender Evaluation Committee and understand the scope of services.
 - d. Thereafter, at the designated space and time, the Vendor will give a presentation as to how it would manage Guest House Management Services to the best of its capacity.
 - e. The presentation will be given marks by the Committee. These marks will remain confidential
 - f. A technically qualified Vendor, who does not attend the physical meeting, or does not make presentation, will be disqualified from further submission of financial bid.
- iii. Second Stage- Financial Bid:**
- a. The financial bids of only those bidders who qualify in eligibility and technical bid evaluation will be opened.
 - b. The date for opening of the financial bid will be the date as mentioned in fact sheets.
 - c. Bidders are required to quote as per the Financial Bid format mentioned under Annexure 03.
 - d. Prices quoted by the Bidder should be inclusive of all taxes, duties, levies etc. except GST. GST should be shown separately.
 - e. The decision of the BLAS shall be final and binding on all the bidders to this document. The BLAS reserves the right to accept or reject an offer without assigning any reason whatsoever.
 - f. The bidder is expected not to add any conditions deviations in the commercial bid. Any such conditions deviations may make the bid liable for disqualification.
 - g. There will be no price escalation for during the contract period.
- iv. Evaluation of Financial Bid:**
- The lowest evaluated Financial Proposal as per (annexure-03) will receive the maximum score of 100 marks. The score for other Financial Proposal is inversely proportional to its quoted price. The financial scores will be calculated as

$$Fn = Fmin / Fb * 100; \text{ where,}$$

F_n = financial score of the bidder under consideration

F_b = Financial bid by the Bidder under consideration

F_{min} = Lowest Bid quoted by any bidder under consideration

v. Award of bid

Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined on basis of Quality and Cost Based Selection (QCBS). 60% weightage shall be provided to Technical Score (T_n) & 40% weightage shall be provided to Financial Score (F_n). The overall score will be calculated as follows: -

$$B_n = 0.60 * T_n + 0.40 * F_n$$

Where B_n = overall score of bidder under consideration

T_n = Technical score for the bidder under consideration

F_n = financial score of the bidder under consideration

The Vendor who achieved highest Value in the final evaluation will be awarded Bid. After completion of final evaluation process if there are more than one bidder scoring equal points, only such bidders will go in for negotiation offer and the Negotiation may be called for techno-commercial negotiations. During the negotiations a revised Commercial Bid will be taken from the representative of the Bidder by way of sealed bids. This offer will replace/supersede the earlier Commercial Bids.

The scoring system of this "Quality-Cum-Cost-Based" to be used for obtaining final scores is illustrated below. Technical proposal score & financial proposal offer & scores shown below have been assumed for illustration purpose only.

	Technical Proposal	Financial Proposal		Combined Score		
	Technical Score (T_n)	Bid amount (in Rs.)	Financial score = (minimum amount / bid amount) *100	Technical weightage	Financial weightage	Total
	1	2	3	$4 = 1*0.60$	$5 = 3*0.40$	$6 = 5 + 4$
Bidder 1	60	5	100	36	40	76
Bidder 2	65	5.5	90.9	39	36.36	75.36
Bidder 3	70	6	83.33	42	33.33	75.33
Bidder 4	75	6.5	76.92	45	30.77	75.77

Bidder 1 having emerged with the highest total score will be awarded the work

- H. The selected vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service, etc. required under this project. In case any particular specialized service prescribed in the scope of work requires subcontracting, it needs to be specified in the proposal document with all the details of the work/ services. Please

note that no work/services shall be subcontracted without the prior permission from the BLAS in writing.

- I. The Bihar Legislative Assembly reserves the right to accept or reject any application without assigning any reason or incurring any liability whatsoever. Prospective bidders are advised to regularly scan through website as corrigendum/amendments etc., if any, will be notified on these websites only and separate press advertisement will not be made for this.
- J. No fee is payable by any parties for provision of such services. All statutory compliances of GST, EPF, ESIC, FSSAI, labor laws etc. will be done by Vendor for employees engaged by it.

7. **Scope of Work:**

- A. The successful vendor is required to provide guest house management services round-the-clock on all the days of the year in the facility area in an effective manner.
- B. Ground floor of the guest house of BLAS has buildup area of 10005 Sft, first floor buildup area of 10005 Sft, and second floor buildup area of 9562 Sft. Total Buildup Area across floors is 29,872 Sft. Total campus area is 34683 Sft. Further details to be provided in due course.
- C. The following minimum scope of work is required to be set up at the facility area by vendor:
 - a. **Receptionist:-** greeting visitors, answering phone calls, managing room reservations as per Bihar Vidhan Sabha directions, maintain the check-in and check-out and providing administrative support to ensure smooth office operations and a positive customer experience
 - b. **Housekeeping:** - dusting, vacuuming, garbage disposal, wiping/disinfecting surfaces, sanitation services, refilling supplies.
 - c. **Pest control service:** - safe routine insecticide sprays to keep guest house free from cockroaches, rats, mice and other insects.
 - d. **Laundry Services and Linen Management:** - washing, cleaning, ironing and folding linens used in guest house, including bed sheets, pillowcases, towels, blanket and other fabrics and ensure timely supply in rooms.
 - e. **Catering:** - Providing timely and freshly prepared hygienic food and beverages at affordable prices to guests, including room services.
 - f. **Manpower Services:** - Multi-tasking staff for bell boy job, lift attendant, miscellaneous works; carpenter; Electrician; Plumber;
 - g. **Garden Management:** - General garden maintenance.
 - h. **Equipment Repair:** - Repairing and associated corrective measures in case of Air Conditions, Centralized Geyser, CCTV camera, RO, DG set, Water Cooler, TV, Lights, Fan and other immediate electrical breakdown. Overall these equipments

AMC will be decided by BLAS and Vendor must immediately inform BLAS of any breakdown, related steps taken and if outside of its scope of work any further steps required to solve problem.

- D. The detailed scope of work is mentioned in the **Annexure-01**.
- E. Any alteration or addition to the scope of work will be communicated to the contractor and the contractor shall carry them out. For any reduction / increase in the scope of work, the increase/decrease in the rates shall be negotiated and finalized simultaneously.

8. Commencement, Duration, Modification:

- A. Commencement: The date of commencement of Guest House Facility Management Services with handing over of the premises will be notified later.
- B. Duration: Guest House shall function round the clock on all days of the year.
- C. Modification: Modification, if any, to the NIT terms and conditions, shall be with the approval of Bihar Legislative Assembly Secretariat.

9. Payment Terms:

The contractor shall submit bills in total after completion of every three month and normally payment will be released within 30 working days from the date of submission of bill if the bill is complete and correct in all respects.

10. The Representations, Warranties, Responsibilities:

The participating Vendor represents and warrants to the Bihar Legislative Assembly Secretariat that:

Power, Capacity and Authority

It has full power, capacity and authority to execute, deliver and perform the tasks/projects in this RFP and it has taken all necessary action (corporate, statutory or otherwise) to execute, deliver, perform and authority the execution, delivery and performance of any agreement pursuant to its selection in this RFP and that it is fully empowered to enter into and execute consequential agreements, as well as perform all its obligations hereunder: -

On execution of the agreement and during the time is in force, the participating Vendor agrees that it shall be responsible to and shall carry out assignment accordance with highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment and ensure that the staff assigned to perform the services under this contract will conduct themselves in a manner consistent herewith and shall also do the following:-

Shall take out, carry and maintain insurance as applicable to protect the premises of Bihar Legislative Assembly Secretariat from accidental fire hazards, etc.

The participating vendor represents that none of its Directors, Officers and Employees are in close/blood relations with any Bihar Legislative Assembly Secretariat, Patna employees/officers. In case of such relationship arising in future during the course of this agreement, the participating Vendor shall immediately inform Bihar Legislative Assembly

Secretariat, Patna and seek instructions as to future course to eliminate any conflict of interest.

11. General Conditions:

A. Law governing the Contract

The governing Law of Contract shall be substantive Law of India.

B. Indemnifying Bihar Legislative Assembly Secretariat by the participating Vendor upon its selection

The participating Vendor upon its selection shall indemnify Bihar Legislative Assembly Secretariat, Patna against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the Vendor Agency and its staff in execution of or in connection the services provided under this agreement and against any loss or damage to Bihar Legislative Assembly Secretariat, Patna in consequence to any action or suit being brought against the Vendor Agency for anything done or committed to be done in the course of the execution of this agreement including losses/damages liable or claimed for infringement of Intellectual Property Rights of any third party. The Vendor will abide by the job safety measures prevalent in India and will free Bihar Legislative Assembly Secretariat, Patna from all the demands or responsibilities arising from accidents or loss of life of the cause of which is the Vendor negligence. The Vendor will pay all indemnities arising from such incidents without any extra cost to Bihar Legislative Assembly Secretariat, Patna and will not hold Bihar Legislative Assembly Secretariat, Patna responsible or obligated. Bihar Legislative Assembly Secretariat, Patna may at its discretion and entirely at the cost of the Vendor defend such suit either jointly with the Vendor Agency or singly in case the latter chooses not to defend the case. This obligation will survive the termination of the contract for six months.

C. Indemnification of the Vendor by Bihar Legislative Assembly Secretariat, Patna:

The Vendor shall take necessary Insurance for any eventualities. They shall not set up any claim on the act of God/nature.

Bihar Legislative Assembly Secretariat, Patna undertakes no responsibility of any life, health, accident, travel and other insurance which may be necessary or desirable for the personnel of Vendor and its contract employees associated with vendor for the performance neither of service nor for any family of any person.

D. Relationship between parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between Bihar Legislative Assembly Secretariat, Patna and the Vendor. The Vendor subject to this contract shall have complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder.

- E. Vendor shall notify Bihar Legislative Assembly Secretariat, Patna of any material change in their status and their shareholdings or that any guarantor of the Vendor particular where such change would have an impact on the performance of obligation under this agreement.

12. Obligation of Vendor Agency/Strategic Partner

A. Performance

- a. The Vendor shall perform the tasks/services as per work order in accordance with the generally accepted professional standards & practices, sound management principles, and employ appropriate technology safe and effective equipment.
- b. The Vendor is responsible for managing the activities of its personnel and will hold itself responsible for their misdemeanors, if any.
- c. The Vendor shall hold Bihar Legislative Assembly Secretariat, Patna interest paramount, without any consideration for future work and avoid conflict with other assignments or their own corporate interests.

B. The Vendor shall not assign this contract or sub-contract or any portion of it, specified domain experts, who shall work-under the overall control and supervision of Vendor Agency.

C. The Vendor shall pay the taxes, duties, fees, levies and other impositions including minimum wages, EPF, ESIC, Labor laws, FSSAI, etc. levied under the applicable law and Bihar Legislative Assembly Secretariat, Patna shall perform such duties in this regard to the reimbursement / deduction of such tax as may be lawfully imposed.

D. The employees of the contractor shall maintain strict discipline and not use any violent, absence or offensive languages while inside the premises. Smoking and consuming alcohol inside the premises is strictly prohibited. In the case of misbehavior, BLAS has the right to terminate the contract. It will be mandatory for the conducting agency to brief their personnel in advance and apprise them of the conduct, expected from them, while working in BLAS.

13. Insurance by the Vendor Agency/Strategic Partner:

During the performance of services hereunder, the Vendor shall take out, carry and maintain insurance as applicable from those listed below:

Insurance against fire, theft, damages and loss of all property owned by the Strategic Partner/Vendor Agency at the project site, if any

14. Performance Security Deposit(PSD):

A security deposit @ 10% of the contract value, interest free shall be provided by the Contractor within 15 days of awarding of Contract. Alternatively, a Bank Guarantee from a Commercial Bank for the equivalent value may be furnished for the period of agreement.

This will be returned subject to terms and conditions of this NIT, including the returning of assets given to vendor, in sufficiently good shape, subject to normal wear and tear. During the entire duration, including extended periods, the responsibility of upkeep/ maintenance/ performance, etc. of the assets will of the Vendor. The PSD shall be in-force till 3 months beyond the date of closure of contract.

15. Obligation of Bihar Legislative Assembly Secretariat, Patna:

Assistance and Exemption

Bihar Legislative Assembly Secretariat, Patna shall provide the Vendor personnel with work permits and such other documents as shall be necessary to enable the Vendor and Personnel to perform the work.

Services, Facilities and property of Bihar Legislative Assembly Secretariat, Patna

Bihar Legislative Assembly Secretariat, Patna shall make its premises/assigned premises and workspace for the Vendor free of charge, or, at the stipulated charges. Bihar Legislative Assembly Secretariat, Patna shall bear the running expenditure of electricity, water and maintenance of its campus and infrastructure. The list of assets provided by Bihar Legislative Assembly Secretariat is mentioned in **annexure-04**. For ease of communication, Bihar Legislative Assembly Secretariat, Patna may provide an internal communication telephone line to Vendor without any charges. Bihar Legislative Assembly Secretariat may provide other assets to be required to run the guest house efficiently at cost, or free of charge.

16. Confidentiality:

Vendor agrees that all knowledge and information not within the public domain which may be acquired during the carrying out of this contract shall be for all time and for all purpose regarded as strictly confidential and shall not be directly and indirectly disclosed to any person without the written permission of Bihar Legislative Assembly Secretariat, Patna

17. Payment & submission of bills:

Payment of room charges by the users and its collection and processing will be the responsibility of Bihar Vidhan Sabha secretariat. Bihar Vidhan Sabha secretariat may require help from vendor in above and it shall be the duty of the agency to carry work as prescribed.

18. Liability of the Vendor:

The Vendor shall be liable to Bihar Legislative Assembly Secretariat, Patna for the performance of the services in accordance with provisions of this contract.

- A. The agency shall appoint fully qualified and competent workers.
- B. The successful bidder shall furnish the following documents in respect of the individual manpower who will be deployed by BLAS, before the commencement of work:
 - a. List of Manpower shortlisted by agency for deployment at BLAS, containing full details i.e. date of birth, marital status, address etc;
 - b. Bio-data of the persons with passport size photograph.
 - c. Character certificate from a Gazetted officer of the Central / State Government or certificate of verification of antecedents of persons by local police authority.
 - d. Their deployment will be only after the approval of the BLAS.

- C. The services will be provided round the clock on all days of the year (24 x 7 x 365) with sufficient number of manpower required to run the operation. Leaves of the contract employees of the agency should be strictly as per the statutory norms.
- D. The contractor or his representative will not allow any unauthorized person including company officials to stay in the guest house. If at any time or during surprise check it is found that any unauthorized person is staying in the guest house, the contractor will be directly responsible and a financial penalty of Rs.20,000/- per day will be imposed on the contractor for the damage and the same will be recorded in the complaints precedence register.
- E. It shall be the duty of the contractor to not allow any illegal activities within the premises and to report it immediately to the Bihar Vidhan Sabha. The contractor shall be responsible if any illegal work is carried within the premises of guest house.
- F. BLAS will not be responsible for any injury, accident, disability, or loss of life to the contractor or to any of its personal that may take place while on daily or conservancy duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the contractor. The contractor has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll and submit a proof to this effect.
- G. The contractor will maintain complaints/suggestions register prominently displayed and take immediate action on every complaint in consultation with the BLAS.

19. Termination:

A. By Bihar Legislative Assembly Secretariat, Patna

Bihar Legislative Assembly Secretariat, Patna may, without any prejudice to any other remedy for breach of agreement, by not less than 30 days written notice of termination to the Vendor, terminate this agreement in whole or in part if,

- (a) The Vendor fails to provide any or all of the services within the period (s) specified in the agreement or within any extension thereof granted by Bihar Legislative Assembly Secretariat, Patna in pursuant to the condition of agreement or fails to remedy a failure in performance of his obligations hereunder within such period as Bihar Legislative Assembly Secretariat, Patna may have approved.
- (b) The Vendor become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.

- (c) The Vendor submits to Bihar Legislative Assembly Secretariat, Patna a statement which has a material effect on the rights, obligations, or interests of Bihar Legislative Assembly Secretariat, Patna and which the Vendor knows to be false.
- (d) If the Vendor, in the judgment of Bihar Legislative Assembly Secretariat, Patna has engaged in corrupt or fraudulent practices in executing the agreement.
- (e) Bihar Legislative Assembly Secretariat, Patna, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

B. By the Vendor

Strategic Partner may, by not less than 30 days written notice sent to Bihar Legislative Assembly Secretariat, Patna, terminate this agreement if,

Bihar Legislative Assembly Secretariat, Patna is in material breach of its obligations pursuant to this contract and has not remedied the same within THIRTY (30) days.

20. Payment upon termination:

In the event of termination Vendor shall be paid for the services rendered for carrying out the assignment up to the date of termination, by the respective users.

21. Force Majeure:

Except as herein after provided no party hereto shall be liable for failure to perform any of its obligations under this agreement where such failure was due to reasons beyond such party's control such as Acts of God, acts of third parties laws, regulations or other acts of civil or military authorities, fire, flood, epidemic restrictions, riots, delays in transportation and inability due to causes beyond such party's control to obtain necessary labour materials or manufacturing facilities or strikes, lockout or other concerted actions of the workman or any other circumstances of whatsoever nature beyond the control of either party provided that the party claiming the force majeure has affected its performance shall give notice to other party immediately but not later than 15 days after becoming aware of the first occurrence of force majeure giving full particulars of the case or events and the date of first occurrence thereof.

Notwithstanding the foregoing however if performance required by this agreement be delayed or prevented for more than 3 months either party may terminate this agreement by giving notice either before or after expiration of such 3 months of its intention to terminate to the party.

22. Quality Assurance:

The Selected Vendor shall ensure quality of Food, including raw material, and its services, as mandated under FSSAI. Its personnel should be hygienically dressed and well groomed and be presentable at all times. While serving food, they should wear adequate gear to prevent hair fall and soiling of food.

23. Settlement of Disputes:

The parties shall use their best efforts to settle amicably all dispute' arising out or of in connection with this contract or the interpretation thereof. Any Dispute arising which cannot be amicably settled between the parties shall be referred for arbitration in accordance with Arbitration & Conciliation Act 1996.

24. Miscellaneous:

The work mentioned in the schedule is not exhaustive, but only indicative. The Centre reserves the right to increase or decrease the quantum of work. The contractor shall execute the work on the same terms and conditions and rates throughout the period of the contract.

25. Notices:

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed or when sent by registered mail, telegram or facsimile to such party to the following address: -

For Bihar Legislative Assembly Secretariat

Bihar Legislative Assembly Secretariat, Patna,

Pin Code-800015

Vendor:

26. Bidders are requested to submit their offer along with duly filled in technical and financial-bid in attached Performa in **Annexure-02, 03.**

27. Vendor will sign and submit Integrity pact as per **Annexure-06**

28. Signing of Contract

The successful Vendor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract.

Encl.: Annx. 01-06.

Sd/-

Bihar Legislative Assembly Secretariat, Patna

Annexure: - 01

Scope of Services

1. Housekeeping :

A. Daily Cleaning

- a. Sweeping and damp moping of each floor tiles, lobby of all the floors, staircase, lift (outside & common area of building).
- b. Cleaning of mirrors, table tops, glass doors, glass windows, ceiling etc. (internal and external) of guest house.
- c. Emptying all waste paper baskets, ashtrays from the guest house and washing or wiping them clean
- d. Collection and deposition of waste from waste paper basket from each floor and disposing outside.
- e. Segregation of dry and wet garbage and dumping them in the collection centre locally available.
- f. Thorough cleaning and sanitization of toilets, bathrooms, kitchen etc. of guest house.
- g. Continuous replenishment of toiletries of guest house.
- h. Keeping all surfaces free of grime, soap mud and smudges of guest house.
- i. Keeping Clean all common and Guest House Washrooms

B. Weekly cleaning.

- a. Deep cleaning of flooring at ground floor, lobbies at each floor, stair case and other common space.
- b. Cleaning and sanitizing paper bins at each floors.
- c. Sanitizing all telephone instruments at guest house.
- d. Cleaning and sanitizing of all washroom dustbins at guest house.
- e. Thorough cleaning of all walls and doors of toilets at guest house cleaning of all the terraces.
- f. Dusting and wiping of all light fixtures at club house and guest house.
- g. Polishing/cleaning of metal surfaces at guest house and club house.
- h. Spraying of disinfectants.
- i. Vacuuming of all rugs, carpets and blinds of guest house and club house.

C. Periodical (generally once in two months and more frequently if required) pest control and rodent treatment for guest house and external yard to be carried out.

Pest Control includes General Pest Control, Termite Control etc.

D. Routine Water Tank Cleaning (generally thrice a year).

2. Guest House Facility Management and Reception:-

A. Allotting (accommodation) rooms to the guests coming to stay at Guest House as per directions from the BLAS; services include manning the reception and guest office, round the clock, on all the days of the year, maintenance of allotment register, billing, allotment and opening of rooms for bonafide occupants and perfect upkeep of rooms by good housekeeping and room service.

B. Manage the Reception counter by a professional and experienced person who will attend the guest with decent and hospitable manner; Attend to and address any guest complaint promptly.

C. Maintain the check-in and check-out in both Registers and in system.

D. Allot the rooms in the Guest house as per the directive received from BLAS.

E. Arrange safe handling of baggage of the guest;

F. To attend the telephones, and maintain a call traffic register.

G. Maintain the Complaint Register (standard Format) which should be available on demand;

H. To arrange emergency transport as and when required by the guest;

I. To provide information with regard to rail/air/ timings and information related to campus to the guests on request;

J. To ensure overall cleanliness in the surrounding areas of the Reception Counter, lobby;

K. To Report the Room-wise Occupancy status every morning to the In charge Guest house ;

L. To Report non-functional electrical gadgets (Geyser, Fan, lights, AC etc) and other maintenance issues of the rooms as well as common areas to the BLAS through Guest house manager. A register to be maintained for this purpose, room-wise and the same to be brought to the notice of the in charge, Guest house daily through receptionist.

M. At the time of check-out, to ensure that all the items provided in the room (like Remote of TV etc) are available in the room. In case of any missing items the contractor will be solely responsible to replace the same at no extra cost.

N. Consumables to be used for guest House (Procured by contractor): -

Bidders are requested to visit the site and ensure the requirements of owner/users before quoting the price.

- a. Tissue rolls, toilet rolls
- b. Hand washes liquid soap & small bath soap for occupants.
- c. Other approved toiletries and liquid cleaners
- d. Room fresheners, mosquito repellants.

3. Laundry Services and Linen Management: -

Bedroom linen and Bathroom towels shall be changed definitely in a room for new guests and every second day whenever the rooms are in continuous use. In case of higher requirement (during high occupancy) fresh linen, towel etc should be provided as per requirement. A floor register for this purpose shall be maintained by the contractor and will be scrutinized by BLAS officials from time to time. Requests of guests should be accommodated, such as for more towels, and logged in the floor register. The contractor should be responsible for quality cleaning of bed and bath linens as per industry norms.

Above will be done by vendor but to ensure that all rooms are provided with following items at any point of time (Record to be maintained for verification), these items will be provided by the BLAS.

- a. Bed Sheet
- b. Bed Cover
- c. Pillow Covers
- d. Blanket
- e. Bath Towel
- f. Hand Towel
- g. Curtain

4. Catering: The Agency shall maintain a hygienic canteen and supply the following consumables on payment basis for each room as per demand.

a. Coffee, Tea, Milk and Sugar Sachets

b. Other breakfast, lunch, dinner items

Food and related bill is to be paid by the guests themselves. The rates of food items will be approved by BLAS separately in consultation with the vendor through Canteen Committee of BLAS.

5. The contractor shall ensure overall general maintenance, like drainage, cleaning, garbage disposal (dry and wet garbage/plastic and non-plastic waste disposal etc., in an eco-friendly manner, using protective/closed bins), services and repairs (electrical, plumbing, HVAC etc.), breakdowns, emergency relief and help on urgency basis. To ensure that Supervisors are sufficiently trained and equipped with mobile phones. General electrical equipments in the guest house which may require emergency repairs/reliefs are Air Condition, Geysers, RO, Water Cooler, TV, Lights, and Fan etc. List of items will be provided in due course.
6. The general maintenance of guest house garden shall be done by the vendor. Execution of specialized garden work will be the responsibility of BLAS.
7. The vendor shall deploy multi-tasking staff to perform bell boy work, lift attendant and other miscellaneous works.
8. Garbage Collecting materials, tubs, black plastic bags trolleys as per norms & other equipment, Mopping machines, brooms, etc
9. The contractor shall maintain proper and detailed record for the job carried out by their employees and shall also maintain all records and returns as necessary for carrying out the work smoothly and as provided under the Contract Labor Act, Minimum Wages Act, ESI Act, PF Act, etc., as relevant and applicable from time to time.
10. Vendor has to pay monthly remuneration/payment/salary to all staffs/workers deployed by them at site necessarily as per applicable minimum wages act.
11. BLAS may deduct/recover amount from contractor's monthly bill in case of any discrepancies observed in supplying/providing of or labor/manning/services so as to arrange the same by the BLAS through any other agency at risk and cost of contractor.
12. Currently, to maintain the Guest House on 24 hr basis, as per scope of work section, the following work force is envisaged.
 - a. Supervisor: - 02 Nos.

- b. Receptionist: - 03 Nos.
- c. Housekeeping staffs: - 10 Nos.
- d. Laundry services and Linen Management: - 05 Nos.
- e. Plumber: - 01 Nos.
- f. Electrician: - 01 Nos.
- g. Gardener: - 01 Nos.
- h. Multi-tasking staffs: - 08 Nos.

This is the minimum manpower requirement envisaged, to maintain the system. However, contractors can specify manpower deployment pattern they propose to adopt for this work after thoroughly studying the scope of the work and clearly understanding the same by attending the PRE-BID meeting. The vendors shall have all their doubts cleared in the PRE-BID meeting. Changes in manpower requirement, if any, will be notified after PRE-BID meeting on website and will be final afterwards.

13. Categorization of Workers:

Workers shall be considered as per followings categorization:

- a. Supervisor:- Skilled
 - b. Receptionist:- Skilled
 - c. Housekeeping staffs: - Un-skilled
 - d. Laundry services and Linen Management:- Un-skilled
 - e. Plumber:- Semi- skilled
 - f. Electrician:- Skilled
 - g. Gardener:- Un-skilled
 - h. Multi-tasking staffs: - Un-skilled
- 14. List of Cleaning Agents to be used:** All the items listed below should be available with the housekeeping dept. of the contractor.
- a. Dusting Cloth
 - b. All Purpose Cleaner
 - c. Window Glass Cleaner
 - d. Window Applicator
 - e. Window Squeeze
 - f. Garbage bags large

- g. Garbage bags medium
- h. Garbage bags small
- i. Air Freshener
- j. Insect Killer
- k. Naphthalene Balls
- l. Dettol
- m. Deodorant / fresheners
- n. Toilet paper rolls
- o. Scrubbers with handle
- p. Dust pan
- q. Dust brushes
- r. SS Scorch pads/steel wool
- s. Nylon brooms with sticks
- t. Floor dust mops with holder
- u. Feather duster
- v. Spray bottles
- w. Toilet brush
- x. Hand brush
- y. Plastic buckets
- z. Extension pole for glass cleaning
- aa. Harpic/Flush Clean
- bb. Single Disk Scrubber

Annexure: - 02**TECHNICAL BID: For Bihar Legislative Assembly Guest House Facility Management Services**

S. No.	Particulars	
1.	Name of Tendering Company/Firm/ Selected Tenderers	
2.	Registered Office address I. <u>Address</u> II. <u>Telephone No.</u> III. <u>Fax No.</u> IV. <u>E-mail Address</u>	
3.	Year of Establishment	
4.	Name of Director/Partner/Proprietor	
5.	Status of the firm (Sole Proprietorship/ Partnership/ Ltd. Co./ Others)	

Particulars		
S. No.	Pre-Qualification checklist(with proofs)	
1.	Registration Certificate of the firm	
2.	PAN NUMBER	
3.	GST No.	
4.	PF, ESI registration copies	
5.	EMD enclosed	
6.	Does the vendor meet the previous minimum work experience criteria?	
7.	The bidder should have experience in providing similar services to Public Sector Companies/Government Departments /	

	Research Organizations / Reputed Private Sector Companies		
8.	Bidder should have made net profits during last three financial years.		
9.	Bidder Average Annual turnover of the company of last three years should not be less than not less 01 crore.		

The above format may be used to provide requisite details for the last three financial years.

- (i) Audited Balance Sheet
- (ii) Audited Income / Expenditure Statement
- (iii) Audited Profit and Loss Account Statement
- (iv) Audited Report Statement

Sig. of tenderer with seal

Date:

Name:

Place:

Seal:

Annexure: - 03

FINANCIAL BID: For Bihar Legislative Assembly Guest House Facility Management Services

1. Salary Cost

S. No.	Description	Manpower Requirement	Salary per month	Remarks
1.	Supervisor	02		
2.	Receptionist	03		
3.	Housekeeping staffs	10		
4.	Laundry services and Linen Management	05		
5.	Plumber	01		Available on call
6.	Electrician	01		Available on call
7.	Gardener	01		General shift
8.	Multi-tasking staffs	08		
Total Salary				

NOTE: 1. Above manpower requirement has been calculated on 24 hr basis. It will be the responsibility of the vendor to distribute the manpower across different shifts so as to execute works as per annexure-01.

In the salary part, Basic + DA + HRA/conveyance/Allowances + Bonus should be shown and ESI, P.F and other statutory compliances should be shown separately.

2. Laundry Services and Linen Management Cost

1.	Laundry Services and Linen Management cost per year(except manpower) Items to be maintained include bed sheet/bed cover/blank linen, pillow cover, blanket, bath towel, hand towel, curtains.	
----	---	--

NOTE: GST and other tax should be shown separately. Cost of all items should be

shown separately.

3. Pest Control treatment cost :

1.	Pest Control treatment Cost per year(except gardener cost).	
----	--	--

NOTE: GST and other tax should be shown separately.

4. Cleaning Material Cost :

	Descriptions	Unit rate	Total amount per year
1.	Cleaning Material		
2.	Cleaning Equipment rental charges		
3.	Toiletries supplies		
Total cost per year			

NOTE: 1. Provide list of cleaning material, brand, and unit rate, quantity required per year, total cost, equipment needed for cleaning and its rental cost in a separate sheet. (GST and other tax should be shown separately)

For this RFP, total financial proposal (in Rs.) with regards to Bihar Legislative Assembly guest house facility management services will be considered as **01(Salary Cost) + 02 (Laundry Services and Linen Management cost) + 03 (Pest Control treatment cost) + 04 (Cleaning Material Cost).**

Sig. of tenderer with seal

Date:

Name:

Place:

Seal:

Annexure: - 04

1. The BLAS will provide the following inventory/facilities:
 - a. Furnishing of Rooms.
 - b. Air Conditioners, Voltage Stabilizers, Geysers, etc.
 - c. Provision of curtain, blanket, looking mirror, towels, bed sheet, bed cover, mattress, protector cover, pillow, pillow cover, wall clock, table lamp, wall hangings etc.
 - d. Telephone instruments and extensions, computer/ /TCPIP connection.
 - e. Electrical fittings, tube lights, bulbs, fans, etc., as aggregate level infrastructure will be provided.
 - f. Payment of electric charges, water charges, telephone bills, house/municipal tax shall be taken care of by BLAS.
 - g. Renovation/ addition to the building, solar water heating, firefighting equipment, emergency power line etc. shall be taken care of by the BLAS.
 - h. Matters related to civil or major electrical works of E&M Department etc. shall be taken care of by the BLAS.
 - i. Racks, Cupboards, Room Locking arrangements, shoe/luggage rack etc. as one time support.
 - j. BLAS will hand over to the Agency materials like beds, cots, linen, chairs, tables, fridges, machinery etc. and the Agency has to agree to keep proper acknowledgement and Agency shall take care to maintain these items properly. Malfunctioning of any equipment shall not be entertained as an excuse for unsatisfactory services. Upon end of contract / termination thereof, the Agency is liable to return the same to ICTS in good working condition barring normal wear and tear. For shortage/misplacement/theft, replacement cost of the items will be recovered from the final bill or security deposit.
 - k. Further details about equipments will be provided in due course.

Annexure: - 05:

(On the letter head of VENDOR)

To,

The Secretary

Bihar Legislative Assembly Secretariat, Patna

Sub: NIT No. _____ for the work RFP Bihar Legislative Assembly Secretariat Guest House Facility Management Services, Patna-800015.

Dear Sir,

It is here by declared that the _____ (VENDOR) is committed to follow the principle of transparency, equity and competitiveness. It is further declared that the _____ (VENDOR) is not blacklisted or debarred by any Government at time of submission of bid and no work awarded to _____. (VENDOR) has been terminated during last three years on the ground of unsatisfactory performance. That vendor fulfils technical criteria of this Bid. It has valid license as on date and shall remain valid throughout the duration of this Contract. The necessary technical documents are enclosed as follows:

- a. Proof regarding experience is enclosed.
- b. Proof of EMD: Willing to deposit refundable EMD of Rs. 100000/- .
- c. Declaration: YES/NO willing to take part in two stages bidding which will also involve giving presentation to the Committee about their proposal of Service Delivery.
- d. Declaration: YES/NO willing to abide by the terms and conditions of NIT.
- e. Declaration: YES/NO The Vendors must not be blacklisted or debarred by any Govt. at time of submission of bid and no work awarded to any such Vendor should have been terminated during last three years on the ground of unsatisfactory performance. Each Vendor is required to submit under taking in this regard.
- f. Copy of NIT with signature and seal of vendor on all pages: This will serve as evidence that all terms and conditions have been read and understood by the Vendor
- g. Annexure 06: Integrity Pact to be signed and submitted by Vendor. The space for details of IT department can be left blank.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the _____ (VENDOR).

Bid Security undertaking: That the competent authority of _____ (VENDOR) undertakes to compensate an amount of Rs. 100000/- to Bihar Legislative Assembly Secretariat, Patna, in case after initial participation in the ongoing NIT RFP process, the _____ (VENDOR) withdraws itself from the ongoing RFP/NIT and fails to participate/respond to the process of RFP, or, fails to sign Contract pursuant to RFP award to the VENDOR, without any reasonable cause. The amount of EMD of Rs. 100000/- shall become payable in such situation within 30 days of successful award of RFP by Bihar Legislative Assembly Secretariat, Patna.

That I shall maintain a local office in Patna/that my local office exists at the following address:

(Address)

I understand that my submissions along with PPT presentation will form an integral part of Tender documents. I also understand that the decision of Bihar Legislative Assembly Secretariat, Patna shall be final in this regard and in case of any dispute.

Yours faithfully,

(In case of representative)

Authorized Signatory of VENDOR

Seal

Date:

Signature with Seal of Bidder Complete address:

Contact number:

Email ID:

Alternate contact details:

Annexure: - 06:

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of the(VENDOR).

INTEGRITY AGREEMENT

This Integrity Agreement is made aton this day of

BETWEEN

Bihar Legislative Assembly Secretariat, represented through, the _____ Bihar Legislative Assembly Secretariat, Patna (Hereinafter referred as the Bihar Legislative Assembly Secretariat, Patna, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

_____ (Name and Address of the VENDOR)

Through.. _____ (Details of duly authorized signatory) _____

(Hereinafter referred to as the "VENDOR" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS Bihar Legislative Assembly Secretariat, Patna has floated the Tender (NIT No. _____) (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for RFP of appointment of VENDOR for Bihar Legislative Assembly Guest House Facility Management Services hereinafter referred to as the "Contract".

AND WHEREAS Bihar Legislative Assembly Secretariat, Patna values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and

conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

Now This AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

This Agreement comprises of the following documents:

- Letter of Intent (LO) No.-
- RFP vide Tender No.-
- BID dated-
- Bank Guarantee -
- Any Reference.

AND WHEREAS BLAS desires Vendor to Guest House Facility Management Service as per RFP and has issued Letter of Intent (LO) No.- , Dated- . Vendor has agreed to perform such services for BLAS.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of Bihar Legislative Assembly Secretariat, Patna

- A. Bihar Legislative Assembly Secretariat, Patna commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- a. No employee of Bihar Legislative Assembly Secretariat, Patna, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. Bihar Legislative Assembly Secretariat, Patna will, during the Tender process, treat all Bidder(s) with equity and reason. Bihar Legislative Assembly Secretariat, Patna will, in particular, before and during the Tender process, provide to all VENDOR(s) the same information and will not provide to any VENDOR(s) confidential / additional information through which the VENDOR(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - c. Bihar Legislative Assembly Secretariat, Patna shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- B. If Bihar Legislative Assembly Secretariat, Patna obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the VENDOR will inform the Chief Vigilance Officer of Bihar Legislative Assembly Secretariat, Patna and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the VENDOR(s)

- A. It is required that each VENDOR (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to Bihar Legislative Assembly Secretariat, Patna all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- B. VENDOR commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- The VENDOR will not, directly or through any other person or firm, offer, promise or give to any of Bihar Legislative Assembly Secretariat, Patna employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - The VENDOR will not enter with other VENDOR(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - The VENDOR will not commit any offence under the relevant IPC/PC Act. Further the VENDOR(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by Bihar Legislative Assembly Secretariat, Patna as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - The VENDOR will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- C. The VENDOR will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- D. The VENDOR will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of Bihar Legislative Assembly Secretariat, Patna's interests.
- E. The VENDOR will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to Bihar Legislative Assembly Secretariat, Patna under law or the Contract or its established policies and laid down procedures, Bihar Legislative Assembly Secretariat, Patna.

Bihar Legislative Assembly Secretariat, Patna shall have the following rights in case of breach of this Integrity Pact by Bihar Legislative Assembly Secretariat, Patna and VENDOR accepts and undertakes to respect and uphold Bihar Legislative Assembly Secretariat, Patna's absolute right:

- A. If the VENDOR either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, Bihar Legislative Assembly Secretariat, Patna after giving 14 days' notice to the contractor shall have powers to disqualify VENDOR from the Tender process or terminate/determine the Contract, if already executed or exclude the VENDOR from future contract award processes.
The imposition and duration of the exclusion will be determined by the severity of transgression and determined by Bihar Legislative Assembly Secretariat, Patna. Such exclusion may be forever or for a limited period as decided by Bihar Legislative Assembly Secretariat, Patna.
- B. Forfeiture of EMD/Performance Guarantee/Security Deposit: If after initial participation in the RFP bid process, the VENDOR fails to respond to query/letter of award to Bihar Legislative Assembly Secretariat, Patna within 30 days of issue of letter of award, the EMD amount shall be forfeited by Bihar Legislative Assembly Secretariat, Patna and the VENDOR shall be liable to pay the amount in terms of its undertaking given on letter head in Annexure A.
- It is required that the VENDOR/Strategic Partner obtains specified Performance Guarantee/Security Deposit (PSD) from the Vendor Agency on behalf of Bihar Legislative Assembly Secretariat, Patna. Such PSD shall be liable to be forfeited upon unsatisfactory performance/ non-performance/ non-adherence to the terms and conditions of this NIT for RFP and/or the letter of award. The payment for the first month of operations can be made from Bihar Legislative Assembly Secretariat, Patna only when the PSU intimates that the Vendor agency has made necessary compliance of PSD with it.
- C. Criminal Liability: If Bihar Legislative Assembly Secretariat, Patna obtains knowledge of conduct of a VENDOR, or of an employee or a representative or an associate of VENDOR which constitutes corruption within the meaning of IPC Act, or if Bihar Legislative Assembly Secretariat, Patna has substantive suspicion in this regard, Bihar Legislative Assembly Secretariat, Patna will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- A. The VENDOR declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- B. If the VENDOR makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the VENDOR as deemed fit by the Principal/ Owner.
- C. If the VENDOR can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the VENDOR may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- A. The VENDOR undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The VENDOR shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- B. Bihar Legislative Assembly Secretariat, Patna will enter into Pacts on identical terms as this one with all VENDORS.
- C. Bihar Legislative Assembly Secretariat, Patna will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/ Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 24 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority.

Article 7- Other Provisions

- A. This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of Bihar Legislative Assembly Secretariat, Patna, who has floated the Tender.
- B. Changes and supplements need to be made in writing. Side agreements have not been made.

- C. If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- D. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- E. It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Bihar Legislative Assembly Secretariat, Patna)

(For and on behalf of VENDOR) WITNESSES:

1. _____

(Signature, name and address)

2. _____