



INFRASTRUCTURE DEVELOPMENT AUTHORITY

(A GOVERNMENT OF BIHAR UNDERTAKING)

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Empanelment of Agencies for providing Programmer and Computer operator manpower at IDA

Short Tender No:

83/TEN/IDA/22

IDA invites bids from experienced agencies to empanel them for providing programmers and Data entry operators at IDA Bihar.

All proposals submitted in response to the EOI document must be accompanied by an EMD of Rs.50,000 (Rupees Fifty Thousand Only) in the form of Bank Guarantee in favor of **Infrastructure Development Authority** payable at Patna. Bids submitted without adequate EMD will be liable for rejection.

The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the EOI documents. Failure to furnish all information required as mentioned in the EOI documents or submission of a proposal not substantially responsive to the EOI documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

Schedule of Bid Process

SL#	Information	Details
1.	Date of availability	Available for download from 6th December 2022, 11:00 AM onwards till 12th December, 2022, 4:00 PM (www.idabihar.com)
2.	Date of pre-bid conference	10th December, 2022, 11:00 AM at IDA, Udyog Bhawan, Patna
3.	Last date of submission of bid	13 December, 2022, 4:00 PM
4.	Opening of Technical Bids	13th December, 2022, 4:30 PM
5.	Opening of Financial Bids	To be intimated


Director (Administration)

Expression of Interest (EOI)

**For
Empanelment of Agencies for providing Programmer and Computer
operator manpower at IDA**

Short Tender No: 83/TEN/IDA/22



Infrastructure Development Authority (IDA)

1 Introduction

1. The Infrastructure Development Authority (IDA) has been constituted under the chairmanship of the Chief Secretary, Government of Bihar under the Bihar State Infrastructure Development Enabling Act 2006 to provide for the rapid development of physical and social Infrastructure in the State and to attract private sector participation in designing, financing and construction of Infrastructure Projects.
2. IDA invites bids from experienced agencies to empanel them for providing programmers and Data entry operators at IDA Bihar.
3. All proposals submitted in response to the EOI document must be accompanied by an EMD of **Rs.50,000** (Rupees Fifty Thousand Only) in the form of Bank Guarantee in favor of **Infrastructure Development Authority** payable at Patna. Bids submitted without adequate EMD will be liable for rejection.
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3 Scope of Work

- 1 The selected agency shall provide manpower, skilled in data entry and IT domain, as required in various shifts.
- 2 There shall be pyramidal structure of IT Team which shall be as under:

S.No.	Designation	No.	Qualification & experience	Roles & Responsibilities
1	Programmer	2 (It can vary, depends upon need)	MCA or equivalent with minimum 2 years' experience in software development and database management.	<ul style="list-style-type: none"> ● Software development, database management, Preparation of MIS/report formats. To assist faculty and staff with professional technology-based computer hardware and software inquiries. ● Take classes of Officer/Stuffs on functional knowledge of computers/IT. ● Handling E-office & train other staffs for use of E-office
2	Computer Operators	8	12th pass and diploma in diploma in computer application should have good hand on Hindi and English typing. Preferably an experience of two years. (Based on typing test)	All computer related office work

Note:

- The above requirement is indicative, and the actual number may change with time based on the requirement of IDA.
 - The candidates proposed by the bidder for the above-mentioned designations will be selected through an interview cum typing test by the "Selection Committee" of IDA & through other applicable test as decided by IDA.
- 3 Generic ICT skills & knowledge desired from the IT team: Technical infrastructure, Software development, Database management, Network management, Testing & certification.
 - 4 The IT Team should coordinate and supervise the installation, maintenance, and support of existing and new servers, systems and networks.
 - 5 The resources deployed should be able to configure, install, and maintain the network hardware and software of IDA. The team should support IDA in creating and maintaining a system for backing up data and program files, as required.
 - 6 The staff to be provided shall be the employees of the Agency and the list of such staff going to be deployed shall be made available to IDA within one weeks from the award of contract.
 - 7 The Selected Agency shall furnish the following documents in respect of the personnel who will be deployed at IDA before the commencement of work.
 - a. List of persons deployed
 - b. CV of the person
 - c. Attested copy of the Certificates and documents showing age, educational qualifications and experience
 - d. Identity Cards bearing photograph
 - e. Aadhar number of the persons deployed (copy of the Aadhar Card may be provided).
 - f. Character Certificate
 - g. An affidavit that no criminal/ Civil case is pending against him.
 - 8 The Agency will maintain a record/register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official/representative of IDA. While raising the bill, the deployment particulars of the personnel engaged during each month should be shown. The agency has to give an undertaking (on the format), duly countersigned by the concerned official of IDA, regarding payment of salaries as per rules and laws in force.
 - 9 IDA shall have the right to remove any person if he/she is not performing the job satisfactorily or otherwise. The Agency shall have to arrange the suitable replacement in all such cases.
 - 10 All statutory liabilities will be paid by the Agency such as ESI, PF, Workmen's Compensation Act, etc. The calculation of ESI and EPF for the personnel deployed shall be governed by the EPF Act and ESI Act

respectively i.e. the ESI and EPF for the wages of personnel deployed by the bidders shall be calculated on the basic wage which shall in no case be lesser than the minimum wage as notified by the Government from time to time.

- 11 IDA shall have the right, within reason, to have the employee removed that is considered to be undesirable or otherwise and similarly Agency reserves the right to change the staff with prior intimation but no staff can be change without prior approval of IDA.
- 12 The Agency shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the Agency for IDA.
- 13 The Agency shall ensure that its personnel shall not at any time, without the consent of IDA in writing, divulge or make known any trust, accounts matter, or transaction undertaken or handled by IDA and shall not disclose any information about the affairs of IDA. This clause does not apply to the information, which becomes public knowledge, if such incident occurs, then IDA is free to take legal action against the staff'
- 14 IDA shall not be under any obligation for providing employment to any of the employee of the Agency after the expiry of the contract. IDA does not recognize any employee employer relationship with any of the employees of the Agency.
- 15 The contract period is for twelve months from the date of the date of signing of contract which may be extended for a period of further 24 & further months subject to satisfactory performance of Service provider. Any further extensions beyond the original extension period will be at sole discretion of MD IDA.
- 16 The service provider can request for cost escalation by giving the application and its reason in writing during the tenure of the contract it should be done on yearly basis and not during the year
- 17 During the course of contract, if any Agency's personnel is found to be indulging in any corrupt practices causing any loss of revenue or against the interest of the IDA shall be entitled to terminate the contract forthwith duly forfeiting the Agency's Performance Guarantee. The rules of conduct applicable to the staff of IDA shall also be applicable to the pursuance made available by the agency.
- 18 Any liability arising out of any litigation (including those in consumer courts) due to any act of Agency's personnel shall be directly borne by the Agency including all expenses/fines. The concerned Agency's personnel shall attend the court as and when required.
- 19 The place of jurisdiction shall be Patna, Bihar for handing any disputes arising out of this contract/agreement.

- 20 The bidder shall be entirely responsible for redressing grievances or resolution of disputes relating to the personnel deployed.
- 21 All liabilities arising out of accident or death of the personnel employed while on duty shall be borne by the Agency.

4. Payment Terms

- IDA will make the consolidated payment for each person engaged by the agency against the bill raised by the agency every month.
- The agency shall submit original invoice along with necessary supporting documents such as attendance sheet, PF/GST paid receipt etc.

5. Timelines:

The bidder shall deploy staffs at IDA within 1 week from the issue of work order/purchase order.

6. Penalty

Particulars	Penalty
Unavailability of staff :- In the event of contract personnel being on leave/absent, the contractor shall ensure suitable alternative arrangement to make up for such absence.	Failure to provide alternative staff immediately shall attract a penalty @0.5% of monthly cost per day per person who is found missing/absent from the duty until the staff is available.

7. Dispute Resolution

- a. The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
- b. All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during the course of execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between Department and the vendor’s representative.
- c. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
 - d. "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties."
 - e. The dispute are subject to Patna Jurisdiction only.
 - f. The award shall be final and binding on both the parties.
 - g. Work under the contract shall be continued by the vendor during the arbitration proceedings unless

otherwise directed in writing by Department unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by Department, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

8. Fraud or Corrupt Practices

a. The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this EOI, or in LOA or the Agreement, the IDA may reject a bid, withdraw the LOA, debar the bidder for a period of Three years from participating in the future projects of the Department or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, the IDA shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the EOI, including consideration and evaluation of such Bidders Proposal.

b. Without prejudice to the rights of DEPARTMENT under Clause above and the rights and remedies which the DEPARTMENT may have under the LOI or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or EOI issued by DEPARTMENT during a period of three years from the date such Bidder, is found by DEPARTMENT to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c. For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:

- “corrupt practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;
- “fraudulent practice” means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- “coercive practice” means impairing or harming or threatening to impairer harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;
- “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by IDA with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the

Selection process.

9. Termination & Blacklisting:

- i. The Department may terminate this Agreement and Blacklist/Debar the vendor, in case of occurrence of any of the events specified below. In the event of such an occurrence, the First Party may give not less than 30 days written notice of termination to Second Party.
 - a. If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
 - b. If the vendor becomes insolvent or goes into compulsory liquidation
 - c. If the vendor, in the judgement of Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
 - d. If the vendor submits to Department a false statement which has material effect on the rights, obligations, or interests of the Department.
 - e. If the vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Department.
 - f. If the vendor fails to provide Quality services as envisaged under this Agreement.
 - g. Serious discrepancy and delay in delivery of services or the performance levels agreed upon, which might have an impact on the functioning of the Primary Healthcare Centre.
 - h. Failure of the vendor mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
 - i. Failure to abide by any lawful directions of the Department.

Note: - Blacklisting/Debarment of the vendor shall be natural consequence of the termination. The Blacklisting/Debarment shall be for such a period as may be specified by the Department. Provided that before placing the vendor in the blacklist, with or without the termination of the contract, the Department shall issue a notice given 15 days of time to the vendor.

9.2 Penalties: - The Department may impose a suitable penalty of the vendor of the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the vendor. However, the Department shall issue a notice given 15 days of time to the vendor before imposing such penalty.

9.3 Termination Payments: - These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, Department may encash and appropriate the performance security/bank guarantee etc. The Department may clear outstanding dues of the sub-vendors of the second party out of such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter.

9.4 Blacklisting without termination: - The Department may blacklist the vendor without terminating the contract for any of the failures or acts of commissions or omissions under this Agreement.

9.5 Foreclosure with Mutual consent: -

- a) Without prejudices to any provisions of this agreement, Department and the vendor may foreclose this agreement by mutual consent in circumstances which does not constitute either party's default without any liability or consequential future liability for either party.
- b) Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such

notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.

- c) In either case of the other Party agreeing to the proposed foreclosure or otherwise, the Parties may negotiate the proposed foreclosure and sign a Supplementary Agreement for foreclosure to the main Contract Agreement within 30 (thirty) days of the date agreeing by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.
- d) Any attempt or endeavour for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties from discharging their contractual obligations under this Agreement.
- e) For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Vendor and shall not affect the Vendor in any way if it wishes to bid in future projects of the Department.

9.6 Transition and Exit Plan:

The vendor shall ensure that the transition is smooth in case the contract is terminated or foreclosed with mutual consent. In addition to the cancellation of contract, Department reserves the right to charge appropriate penalties and liquidated damages from the selected agency. Further: -

- a) All risks during transition stage shall be properly documented to ensure smooth transition without any service disruption.
- b) The transition plan along with the period shall be mutually agreed between vendor and Department when the situation occurs. Vendor shall be released from the project once successful transition is done meeting the parameters defined for the successful transition.

10. Instructions to the Bidders

10.1 General

- I. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this EOI may wish to consult their own legal advisers in relation to this EOI. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the IDA on the basis of this EOI.
- II. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the IDA. Any notification of preferred bidder status by the IDA shall not give rise to any enforceable rights by the Bidder. The IDA may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the IDA.
- III. This EOI supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

10.2 Compliant Proposals / Completeness of Response

- 1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the EOI documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the EOI document with full understanding of its implications.
- 2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:

3. Include all documentation specified in this EOI;
4. Follow the format of this EOI and respond to each element in the order as set out in this EOI
5. Comply with all requirements as set out within this EOI.

11. Key Requirements of the Bid

11.1 Right to Terminate the Process

- a) The IDA may terminate the EOI process at any time and without assigning any reason. The IDA makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This EOI does not constitute an offer by the IDA. The bidder's participation in this process may result the IDA selecting the bidder to engage towards execution of the contract.

11.2 Earnest Money Deposit (EMD)

1. Bidders shall submit, along with their Bids, EMD of INR 50,000 only in the form of DD or Bank Guarantee issued by any Scheduled bank.
2. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
3. MSMEs and start up agencies registered for doing similar work are exempted from the payment of EMD, as per Government policy, subject to submission of valid registration certificate with the bid.
4. The EMD may be forfeited:
 - a) If a bidder withdraws its bid during the period of bid validity.
 - b) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this EOI.

11.3 Submission of Proposals

- a) The bidders should submit their responses as per the format given in this EOI in the following manner
 1. Technical Proposal
 2. Financial Proposal
- b) Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
- c) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- d) The bids shall be submitted in IDA as per the instructions available on the EOI.

12. Preparation and Submission of Proposal

12.4.1 Proposal Preparation Costs

- a) The bidder shall be responsible for all costs incurred in connection with participation in the EOI process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the IDA to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

- b) The IDA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

12.4.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

12.4.3 Tender Opening

- I. The Proposals submitted up to due date and time will be opened at a date to be notified by a committee authorized by the IDA, in the presence of such Bidders or their representatives who may be present at the time of opening.
- II. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

12.4.4 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

12.4.5 Tender Evaluation for responsiveness

- I. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:
 - A. Are not submitted in as specified in the EOI document
 - B. Are found with suppression of details
 - C. With incomplete information, subjective, conditional offers and partial offers submitted
 - D. Submitted without the documents requested in the checklist
 - E. Have non-compliance of any of the clauses stipulated in the EOI
 - F. With lesser validity period
- II. All responsive Bids will be considered for further processing. The IDA will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this EOI document. The decision of the Committee will be final in this regard.

13 Criteria for Evaluation

- Technical evaluation: The Bidder shall be examined prima facie to substantiate the compliance with the Bidder's eligibility criteria as set out for this project in terms of organizational, financial and technical experience etc. The bid will be rejected, in case it does not meet the Eligibility criteria.
- Proposal may be rejected at any stage of the evaluation if it is found that the company has provided misleading information or has been black listed by a central or any state government or has indulged in

any malpractice/ unethical practice and has not honored contractual obligation elsewhere;

- After the technical evaluation is completed and approved, IDA shall inform the Bidders who have submitted proposals, the detailed compliance of their Technical Proposals, and shall notify those Bidders whose Proposals did not meet the minimum technical criterion or were considered non-responsive to the EOI, that their Financial Proposals will be returned unopened after completing the evaluation process. IDA shall simultaneously notify in writing to the Bidders that have complied with the Technical Criterion specified in the EOI the date, time, and location for opening the Financial Proposals.
- Please note that no conditional bid will be entertained.

13.1 Eligibility Criteria

S No	Requirement	Criteria	Documents Required
1	Legal Entity	The Bidder should be a company registered under Indian Companies Act 1956/LLP Act 2008 and should have been operating for the last 3 years in India.	Certificate of Incorporation/LLP Incorporation Certificate
2	Sub-Contract/Consortiums	Any form of JV consortiums/ Subcontracting is not allowed.	Self-Declaration from the bidder
3	GST certificate	The bidder should be GST registered	GST Registration certificate
4	Turnover	Bidder's average annual turnover of last three Financial years as of 31 st March 2022 must not be less than INR 1 Crore.	Last three years audited financial statements. Bidder must also submit CA certificate certifying turnover for last three years.
5	Experience	The agency should have experience of at least 5 software development and 3 manpower deployment project in which in any one project they should have supplied 25 manpower	Work Order/ Completion Certificate
6	Not Blacklisted	The agency should not be blacklisted by any state Govt. of India or by Govt. of India	Self-Declaration

13.2 General Evaluation Elaboration

An evaluation committee so constituted by the IDA will evaluate the bids as per the following pattern:

- 1 Conditional bids shall be summarily rejected.
- 2 Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- 3 Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Bidder does not accept the correction of the errors, his bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 4 The Tenderer is expected to submit all documents along with General Bid for General Evaluation, in case document is not provided or provided but not a valid document, then the same parameter shall not be considered for marking for the specific Bidder. It is the Bidder's responsibility that all documents pertaining to every parameter of "General Evaluation Elaboration" needs to be submitted and tagged/referenced to the evaluation parameter.
- 5 The Tenderer may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- 6 Further, the scope of the evaluation committee also covers taking of any decision with regard to the EOI, execution/ implementation of the project including management period.

13.3 Technical Bid Evaluation

- 1) As part of the Technical Evaluation, in the first step, the Technical Bids will be examined to ascertain responsiveness of the Technical bids with the General Terms and Conditions of the Contract and Technical Requirements & Scope of Work as defined in the EOI.
- 2) In the second step, the Technical Evaluation of the responses of the Bidders will be evaluated, based on Technical criteria set in this Bid Document.
- 3) The Technical evaluation shall involve:
 - a) Document-based evaluation of the Technical Bids
 - b) Technical discussions with the key personnel proposed for the Project in the Technical Bid
- 4) The Purchaser will open the Commercial Bids of only Technically Qualified Bidders (TQB), in the presence of the representatives of the Technically Qualified Bidders who choose to attend, at the time, date and place, as decided by the Purchaser.

13.4 Commercial Bid Evaluation

- a. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence

- of bidder representatives.
- b. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
 - c. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
 - d. Any conditional bid would be rejected.
 - e. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
 - f. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
 - g. The Total Bid Price, as computed by the Purchaser shall be used for the purpose of commercial evaluation of bids.

13.5 Award Criteria

The Contract shall be awarded to the bidder who fulfills the eligibility criteria and has quoted lowest amount in the financial proposal.

13.6 Right to Accept Any Proposal and to Reject Any or All Proposal(s)

The IDA reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the IDA action.

13.7 Contract Finalization and Award

- a. The IDA shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.
- b. The IDA may also like to reduce or increase the quantity of any item in the Scope of Work defined in the EOI. Accordingly, total contract value may change on the basis of the rates defined in the financial proposal.

13.8 Signing of Contract

After the IDA notifies the successful bidder that its proposal has been accepted, the IDA shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between the IDA and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

13.9 Failure to Agree with the Terms and Conditions of the EOI

- i) Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the EOI shall constitute sufficient grounds for the annulment of the award, in which event the

IDA may award the contract to the next best value bidder or call for new proposals from the interested bidders.

- ii) In such a case, the IDA shall invoke the PBG of the most responsive bidder

14. Annexure

Annexure I: TECHNICAL BID TEMPLATES

The bidders are expected to respond to the EOI using the forms given in this section and all documents supporting Technical Evaluation Criteria.

Technical Proposal shall comprise of following forms:

Forms to be used in Technical Proposal:

Form 1: Undertaking on Total Responsibility

Form 2: Particulars of the Bidder

Form 3: Bank Guarantee for Earnest Money Deposit Form

4: Self Declaration on Blacklisting

Annexure II: CLIENT DETAILS

Annexure III: FINANCIAL PROPOSAL TEMPLATE

Forms to be used in Commercial Proposal

Form 1: Financial Proposal

Form 2: Performance Bank Guarantee

Annexure I: TECHNICAL BID TEMPLATES

Form 1: Undertaking on Total Responsibility

No. Date:

To:

Dear Sir,

Sub: Self certificate regarding Total Responsibility

This is to certify that we undertake total responsibility for providing Programmer and Computer operator manpower to IDA, as per the requirements of the EOI.

Thanking you,

Yours faithfully

(Signature of the Authorized signatory of the Bidding Organisation)

Name :

Designation :

Date :

Time :

Seal :

Business Address:

Form 2: Particulars of the Bidder

Details of the Bidder(Company)		
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company (Public Ltd/Pvt. Ltd)	
4.	Details of Incorporation of the Company	
7.	Valid GST no.	
8.	Permanent Account Number(PAN)	
9.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
10.	Telephone No. (with STD Code)	
11.	E-Mail of the contact person:	
12	Fax no (with STD code)	

Form 3: Bank Guarantee for Earnest Money Deposit

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas <Name of the bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of EOI #<EOI Number> dated<Date> for <Name of the assignment> (hereinafter called "the Bid") to the IDA

Know all Men by these presents that we <> having our office at <Address>(hereinafter called "the Bank") are bound unto the IDA (hereinafter called "the Purchaser") in the sum of Rs. <Amount in figures>(Rupees<Amount in words> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>

The conditions of this obligation are:

- 1) If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
- 2) If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid
 - a) Withdraws his participation from the bid during the period of validity of bid document; or
 - b) Fails or refuses to participate in the subsequent Tender process after having been short listed; We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

FORM 4: SELF-DECLARATION ABOUT NON-BLACK-LISTING

SELF-DECLARATION ABOUT NON BLACK-LISTING

(On the Letterhead of the Bidder and to be submitted/ uploaded online)

Date : _____

To,

Managing Director, DA,

Patna, Bihar

Subject: 'EOI for Selection of Agency for Providing Programmer and Computer operator manpower at IDA',
Tender Notice No.: Short Tender No: 83/TEN/IDA/22

Sir,

In response to tender under reference, I/ We hereby declare that presently our firm is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

We further declare that presently our firm is also not blacklisted/ debarred and not declared ineligible for any reason other than corrupt & fraudulent practices by any Central/ State Govt. Department, Public Sector Undertakings, Autonomous Bodies, Academic Institutions and Commercial Organizations.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our performance security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Yours faithfully,

(Name & signature with stamp of the bidder)

ANNEXURE II

DETAILS OF PRESENT AND PAST CLIENT Please attach client certificates on their letterhead a period of the contract awarded,

Name & Address of Client (s) (Do not use abbreviations)	Period (From – To) (DD/MM/YYYY)	Remarks (if any)

Signature: - _____

Name: _____

Seal of contracting agency/firm/company

ANNEXURE III

Form 1: Financial Proposal

S.No	Item	Rate per Person per Month (INR)	Applicable Taxes (INR)	Total Amount (INR)
1	Programmer			
2	Computer Operator			
Total Cost including GST (INR)				

Note: -

- 1) The financial proposal shall include all costs associated with the scope of work. IDA shall not bear any cost other than the total cost mentioned in the financial proposal.
- 2) Rates quoted will include all statutory obligations of the Agency under Minimum Wages Act, Contract Labour (R&A) Act, all kinds of taxes, service charges, etc. of the agency.
- 3) Statutory Deduction, if applicable, shall be borne by the selected bidder as per the law in force at the time of execution of the contract.

Form 2: Performance Bank Guarantee

PERFORMANCE SECURITY:

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <name of the supplier and address>(hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to the IDA (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, **<Name of Bank>** a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office>have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value>(Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs.<Insert Value>(Rupees<Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <Insert Date>)

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed **Rs.<Insert Value>(Rupees <Insert Value in Words> only).**
- II. This bank guarantee shall be valid up to <Insert Expiry Date>
It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

