

Bihar Urban Infrastructure Development Corporation Ltd.



REQUEST FOR PROPOSAL (RFP)

FOR

INTEGRETED SECURITY SERVICES

AT

BUDDHA SMRITI PARK, PATNA

Note: No change in the document by the bidder is permissible.

TABLE OF CONTENTS

| Section | Particulars | Page |
|----------------|--|-------------|
| I | NOTICE INVITING TENDER | 03 |
| II | INSTRUCTIONS TO BIDDERS | 04-11 |
| III | TERMS AND CONDITIONS OF CONTRACT | 12-18 |
| IV | FORMAT FOR PRICE BID | 19 |
| V | TENDER FORM | 20 |
| VI | SCOPE OF WORK | 21-22 |
| VII | DETAILS OF MANPOWER | 23 |
| VIII | EVALUATION CRITERIA | 24-25 |
| IX | CHECK-LIST FOR PRE-QUALIFICATION | 26 |
| X | FORMAT for Submitting CV | 27 |
| XI | UNDERTAKING | 28 |
| XII | FORMAT FOR BANK GUARANTEE FOR BID SECURITY | 29-30 |
| XIII | FORMAT FOR AGREEMENT | 31-32 |
| XIV | FORMAT FOR PERFORMANCE SECURITY | 33-34 |

INSTRUCTION TO BIDDERS

1) GENERAL

- A. The present tender is being invited for Integrated Security Services under which the agency shall provide uniformed and trained personnel to provide security of building, equipment, materials, visitors and staff working in Buddha Smriti Park, monitoring and surveillance of the premises along with management of the ticketing and entry systems in the Park

2) QUALIFICATION OF BIDDERS

- A. The Bidder, to qualify for the award of contract, shall submit a written power of attorney authorizing the signatories of the bid to participate in the bid.
- B. Bidder shall submit a copy of PAN under the Income Tax Act.
- C. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
- D. Each Bidder is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If BUIDCo subsequently finds to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.
- E. Each bidder shall submit only one tender. If a bidder participates in more than one bid, the bids shall be rejected
- F. The bidder shall bear all costs associated with the preparation and submission of his bid and BUIDCo in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
- G. The bidder is required to provide Integrated Security Services including Ticket Entry management to the Park and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the Agency has undertaken a visit to the Park and is aware of the operational conditions prior to the submission of the tender documents.
- H. The minimum average annual turnover (AATO) of the companies / bidder participating in the tender should be Rs.10 Crores on last five years.
- I. The Security agency should have executed at least one single contract successfully completed value of Rs.1.00 Crore in any organization within the last three years.
- J. The company should be following HSE(Health, Safety and Environment) Policy and Should attached a copy of their EHS Policy.

- K. The Security Personnel of the company should be on the master roll/permanent employee of the company and should receive pay slip at the end of each month. The Security companies participating in the tender should pay the employees their salary through bank transfer into their accounts.
- L. The security agencies participating in the tender should have a valid PSARA (Private Security Agencies Regulation Act) license. The security agencies participating in the tender should have PSARA license more than 5 States in India.
- M. The security agency should get their guards insured for at least to the sum of Rs. 3 Lakhs. Security agency should be able to provide EPF No. of each and every guard that can be verified by the client on the internet.
- N. The security agency should submit the proof of antecedent verification of guards through police and gram panchayat / ward counselor.
- O. The security agency should have active experience of more than 10 (Ten) years in security industries.
- P. The security agency participating in the Bids should have manpower deployed in at least any 3 organization at the time of submission of the bid.
- Q. Security agency and training school should have valid ISO 9001-2015 certified at the time of bidding.
- R. The prospective bidder should not be blacklisted/debarred from any government organization during bidding.

3) **TENDER DOCUMENTS**

- A. The Tender Document can be downloaded from <http://eproc.bihar.gov.in> as well as can be seen on <http://buidco.in> in the tender section. The submission of downloaded tenders should contain the document fee in the form of Demand Draft of Rs. 10,000/- (Rupees Ten Thousand Only), in favour of “Managing Director, Bihar Urban Infrastructure Development Corporation Ltd.”, payable at Patna.**

B. Contents of the Tender Documents

The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing security services. The tender document comprises of:

- i) Notice of Invitation of Tender including instructions to the Bidders
- ii) Price Bid
- iii) Terms and Conditions
- iv) Tender Form for Providing security services (Annexure - I)
- v) Scope of Work (Annexure - II)
- vi) Details of Manpower required (Annexure -III)
- vii) Evaluation Criteria (Annexure -IV)
- viii) Checklist for Documents (Annexure -V)

- ix) Checklist for Technical Evaluation (Annexure -VI)
- x) Undertaking (Annexure -VII)
- xi) Form of Bank Guarantee for Bid Security (Annexure -VIII)
- xii) Form of Agreement (Annexure IX)
- xiii) Form of Bank Guarantee for Performance Security (Annexure – X)

- C. The bidder is expected to examine all instructions, forms, Terms and Conditions in the Tender Document. Failure to furnish all information required by the tender document or submission of a tender not substantially responsive to the Tender Document in every respect will be at the Bidder's Risk and may result in rejection of his Bid.
- D. The Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of this Bid Document.

4) PREPARATION OF BIDS

- A. Language
Bids and all accompanying document shall be in English. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.
- B. Documents Comprising the Bid
Tender document issued for the purposes of tendering as described in Clause "4A" and any amendments issued shall be deemed as incorporated in the Bid.
- C. The bidder shall, on or before the submission date and time given in the Notice Inviting Tender, submit his bid in sealed envelopes clearly marked with the name of the Tender on the Cover Envelope. The Main/Cover Envelope should contain two envelopes clearly marked as Technical Bid and Financial Bid respectively. The Technical Bid should contain the relevant documents as required for Technical Evaluation of the Bidder and the Financial Bid Envelope should contain the Price Bid as prescribed hereunder.
- D. One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.
- E. The Bidder shall furnish the details regarding total number of works, as stated in Clause 2 completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power to provide Security Services and management of Entry and Ticketing Systems.

5) BID PRICES

- A. Bidder shall quote the rates in Indian Rupees for the entire contract on a 'single responsibility' basis such that the Tender price covers Agency's all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Integrated Security Services at Buddha Smriti Park. This includes all the liabilities of the Agency such as cost of uniform and identity cards of personnel deployed by the Agency

and all other statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the Agency.

B. Conditional bids/offers will be summarily rejected.

6) FORM OF BID

A. The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. Copies of relevant power of attorney shall be attached.

B. Currencies of Bid and Payment

The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees

C. Duration of Contract

The contract may be valid initially for three year and BUIDCo reserves the right to extend the validity of contract on the same terms and conditions for such period as may be mutually agreed. BUIDCo also reserves the right to curtail the validity of contract on its sole discretion if a service is not found satisfactory.

7) BID SECURITY

A. The Bidder shall deposit Bid Security (Earnest Money Deposit) for an amount of **Rs.1,00,000/- (Rupees One Lac Only)** in the form of an Account Payee Demand Draft from a scheduled bank in favour of “**Managing Director, Bihar Urban Infrastructure Development Corporation Ltd.**” payable at Patna along with the Bid document. The Bid Security shall remain valid for a period of forty fivedays beyond the final bid validity period.

B. The bid should be valid for a period of 120 days from the last date of submission of the Bid

C. Any Tender not accompanied by Bid Security shall be summarily rejected.

D. Bid securities of the unsuccessful bidders will be returned to them after expiry of the final bid validity and latest on or before the 28th day after the award of the contract.

E. Bid security of the successful bidder shall be returned on receipt of Performance Security in BUIDCo and after signing of the contract agreement.

F. Bid Security shall be forfeited if the bidder withdraws his bid during the period of bid validity.

- G. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by BUIDCo.

8) FORMAT AND SIGNING OF BID

- A. The bidder shall submit on affidavit of abiding the term & conditions of the tender, one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.
- B. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by BUIDCo, or are necessary to correct errors made by the bidder, in

which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

9) SUBMISSION OF BIDS

- A. The bidder shall upload as well as submit the Technical Bid in a separate sealed cover and the Financial Bid in another sealed cover duly super scribed and all these two sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed.
- B. The sealed cover of Technical Bid should consist of the following documents:-

- i. Bid Security as mentioned under Clause 7A.
- ii. Self attested details of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also;
- iii. Self attested copy of PAN No. card under Income Tax Act;
- iv. Self attested copy of Service Tax Registration Number;
- v. Self attested copy of Valid Registration No. of the Agency/Firm;
- vi. Self attested copy of valid Provident Fund Registration Number;
- vii. Self attested copy of valid ESI Registration Number;
- viii. Self attested copy of valid License and Number under Contract Labour Act and under any other Acts/Rules;
- ix. Average Annual turnover supported by audited Balance Sheet;
- x. Proof of experience supported by completion certificate from the concerned organizations; and
- xi. Duly filled and signed Annexure.

xii. All documents mentioned in SI No-A to Q in above Bidder Qualifications.

- C. The sealed cover of Financial Bid should contain Price bid duly filled in figures and words.
- D. The last date for submission/receipt of Bid(s) is . and will be opened by the Tender Committee in the presence of Bidder or their authorized representatives who wish to be present on the same day at 16.00 Hrs at the address mentioned below.
- E. All the sealed covers shall be addressed to the

**Chief General Manager,
Bihar Urban Infrastructure Development Corporation Ltd.
2nd floor, Khadya Bhawan, Road No-2,
Daroga Prasad Rai Path, Patna-800 001**

The tender shall remain valid and open for acceptance for a period of 120 days from the last date of submission of tender.

10) LATE AND DELAYED TENDERS

- A. Bids must be received in BUIDCo at the address specified above not later than the date and time stipulated in this document. BUIDCo may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of BUIDCo and the Bidder will be the same.
- B. Any bid received by BUIDCo after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

11) BID OPENING AND EVALUATION

- A. The Tender Committee of BUIDCo will open the Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.
- B. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.
- C. Conditional bids will also be summarily rejected.
- D. Subsequently, the selected technical bids will be evaluated as per the methodology given in the Annexure-IV of the Tender document.
- E. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

12) RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

- A. BUIDCo is not bound to accept any bid and may at any time by notice in writing to the bidders terminate the tendering process.

- B. BUIDCo may terminate the contract if it is found that the Agency is black listed on previous occasions by any of the Corporations/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.
- C. BUIDCo may terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

13) AWARD OF CONTRACT

- A. The technical bids shall be evaluated based on Quality as explained in Annexure IV. The bids of the bidders will be evaluated on the basis of weightage to their Technical Score. The bidder achieving Technical Score equal to or more than 70 out of 100 will be selected as the technically qualified bidder. Financial bids of only the technically qualified bidders will be opened.
- B. Subject to Clause 14, BUIDCo will award the Contract to the Bidder who has offered the lowest Bid Price (hereinafter referred as successful bidder)
- B. BUIDCo will communicate the successful bidder by facsimile/ email confirmed by letter that his bid has been accepted. This letter (hereinafter and in the condition of contract called the “Letter of Award”) shall prescribe the amount which BUIDCo will pay to the Agency in consideration of the execution of work/services by the Agency as prescribed in the contract.
- C. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of Letter of Award for an amount of ten per cent (10%) of the total value of the contract in the form of an Account Payee DD or Bank Guarantee from a Scheduled bank in an acceptable form (Annexure-X) in favour of Managing Director, Bihar Urban Infrastructure Development Corporation Ltd. payable at Patna
- D. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Agency accordingly.
- E. The successful bidder will be required to execute an agreement within a period of 30 days from the date of issue of Letter of Award.
- F. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security.

14) BUIDCo's Right to Accept any Bid and to Reject any or all Bids

Notwithstanding Clause 13, BUIDCo reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the 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 ground for BUIDCo's action.

TERMS AND CONDITIONS OF THE CONTRACT

1. The security personnel to be provided shall be the employees of the Agency and the list of staff going to be deployed shall be made available to BUIDCo within 15 days from the date of Letter of Award. The list must be from the CV's submitted with the technical bid and the deployment will be strictly after the approval of BUIDCo.
2. The antecedents of security staff deployed shall be got verified by the Agency from local police authority and an undertaking in this regard to be submitted to BUIDCo before deployment of the staff at the park.
3. 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.
4. The Agency will maintain a register on which day to day deployment of personnel will be entered. This will be countersigned by the authorized official/representative of BUIDCo. While raising the bill, the deployment particulars of the personnel engaged during each month, shift wise, should be shown. The Agency has to give an undertaking (on the format), duly countersigned by the concerned official of BUIDCo, regarding payment of wages as per rules and laws in force, before receiving the 2nd payment onwards.
5. All liabilities arising out of accident or death of the personnel employed while on duty shall be borne by the Agency.
6. Adequate supervision will be provided to ensure correct performance of the said security services in accordance with the prevailing assignment instructions agreed upon between the two parties. In order to exercise effective control & supervision over the staff of the Agency deployed, the supervisory staff will move in their areas of responsibility.
7. All necessary reports and other information will be supplied immediately as required and regular meetings will be held with BUIDCo/its authorised representatives.
8. Agency and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by BUIDCo and

shall not knowingly lend to any person or company any of the effects of BUIDCo under its control.

9. Under the terms of their employment agreement with the Agency, the Security staff shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Agency.
10. That in the event of any loss occasioned to the Park/BUIDCo, as a result of any lapse on the part of the Agency which will be established after an enquiry conducted by BUIDCo, the said loss can claim from the Agency up to the value of the loss. The decision of the Managing Director, BUIDCo will be final and binding on the agency.
11. The Agency shall do and perform all such Security services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which BUIDCo may issue from time to time and which have been mutually agreed upon between the two parties.
12. BUIDCo shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Agency reserves the right to change the staff with prior intimation to BUIDCo.
13. The Agency shall be responsible to maintain all property and equipment of BUIDCo entrusted to it.
14. The Agency will not be held responsible for the damages/sabotage caused to the property of the Park due to the riots/mobs attack or any other event of force majeure.
15. The Agency will deploy supervisors as per the need given by the Corporation. The supervisors shall be required to work as per the instructions of BUIDCo.
16. The personnel engaged by the Agency shall be dressed in neat and clean uniform (including proper name badges, trousers, shirts, tie, belt, cap, I-card, boots, jackets, seasonal uniform etc), failing which invites a penalty of Rs.500/- each occasion with intimation to the Agency and habitual offenders in this regard shall have to be removed as per instructions of BUIDCo. The penalty on this account shall be deducted from the Agency's bills.
17. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Visitors/Attendants in the Park and should project an image of utmost discipline. BUIDCo shall have right to have any person moved in case of Staff/Visitors/Attendants complaints or as decided by representative of BUIDCo if the person is not performing the job satisfactorily or otherwise. The Agency shall have to arrange the suitable replacement in all such cases.
18. The eight hours shift generally will be from 0600 hrs. to 1400 hrs., 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hrs. But the timings of the shift are changeable and shall be fixed by BUIDCo from time to time depending upon the requirements. Prolong duty hours (more than 8 hrs. at a stretch) shall not be allowed. No payment shall be made by BUIDCo for double duty, if any.
19. The personnel will have to report to BUIDCo's Park administrative office at least 15 minutes in advance of the commencement of the shift for collecting necessary

documents/instructions, and to complete all other required formalities as approved by BUIDCo. Regular attendance should be made with date and time in the attested register certified by the park in-charge.

20. The Agency shall abide by and comply with all the relevant law 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 BUIDCo.
21. The payment would be made at the end of every month based on the actual shift manned/operated by the personnel supplied by the Agency and based on the documentary proof jointly signed by the representative of BUIDCo and the Agency/his representative/personnel authorized by him. No other claim on whatever account shall be entertained by BUIDCo.
22. Any damage or loss caused by Agency's persons to BUIDCo/Park in whatever form would be recovered from the Agency.
23. BUIDCo will give basic training/familiarization of the Security and Entry management services required to be done by the personnel to be deployed by the Agency under the contract for 2 to 3 days and this period will not be counted as shift manned by Agency's personnel for the purpose of payment under the contract.
24. In case any of Agency's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by BUIDCo and the same shall be deducted from the Agency's bills.
25. In case any of Agency's personnel deployed under the contract fails to report in time and Agency is unable to provide suitable substitute in time for the same it will be treated as absence.
26. **Recruitment Standard Specifications (For security personnel deployed at BSP) :**
 - Age : Min 18 years
 - Academic Qualification : 10th class pass (minimum)
 - Physical Qualification :
 - a. Height : 5'7" for males and 5' for females (for Southern Hubs 5'5 for males), slight relaxation for Ex-Army or physically fit recruits
 - b. Eye sight Clear eye sight
 - c. Medical Check-up & police verification to be done for direct employees across India before initiating the deployment
 - d. Hearing : Normal without hearing aid
27. **Screening Documentation (should be done by agency before deployment at BSP. Sufficient evidence documents should be submitted to client).**
 - Verification through SP office/online verification to be done.
 - Verification from Gram Panchayat to be done.
 - Both verification is to be done at agency level and submit their proof to client.
28. **Joining Documentation**

At the time of joining, following documents are required in original at agency level before joining. All xerox of under mention points to be submitted to client.

 - Police verification certificate/undertaking
 - Character certificate issued by SDM/Municipal Counselor/Gram Pradhan

- Ten passport size photographs
 - Class 10th pass certificate/mark sheet
 - Identity proof (any one of) PAN Card/Voter ID/Aadhar Card/Driving License etc.
 - Last 5 years Address Proof (any one of) Voter ID/Aadhar Card/Driving License/Electricity bill etc.
29. **Customer Care Center (CCC)** : In an effort to enhance the existing relationship and further improve upon services, continuous feedback from our valuable customers is required hence towards this, a dedicated 24/7 Customer Care Department is to be established. In order to report any incident/complaint/urgency/feedback, anyone can reach by phone, Email or toll free number
30. **24-Hour Control Room** : Control Rooms to monitor, respond and assists in emergencies at the client's site and to monitor deployment, conduct spot checks, and respond to alarms generated remotely is to be establish at client end. The agency shall arrange event security & management system in order to understand the critical aspects involved in event security, protocol and offers well trained specialized personnel. Thorough advanced planning with in depth analysis of vulnerabilities, assessment of the venue, crowd control, media response, access control, handling electronic & technical equipment and Escorting Services for high profile personnel.
31. In case any public complaint is received attributable to misconduct/misbehavior of Agency's personnel, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from Agency's bill. Further the concerned Agency's personnel shall be removed from the Park's system immediately.
32. In case the Agency fails to commence/execute the work as stipulated in the agreement or unsatisfactory performance or does not meet the statutory requirements of the contract, BUIDCo reserves the right to impose the penalty as detailed below:-
- a. 20% of cost of order/agreement per week, upto four weeks delays.
 - b. After four weeks delay Principal Employer reserves the right to cancel the contract and withhold the agreement and get this job carried out preferably from other Agency(s). The difference if any will be recovered from the defaulter Agency and also shall be black listed for a period of 4 years from participating in such type of tender and his earnest money/security deposit may also be forfeited, if so warranted.
33. The Agency shall ensure that its personnel shall not at any time, without the consent of BUIDCo in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by BUIDCo and shall not disclose any information about the affairs of BUIDCo. This clause does not apply to the information, which becomes public knowledge.
34. 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.
35. The Agency shall have his own Establishment/Setup/Mechanism, etc. at his own cost to ensure correct and satisfactory performance of his liabilities and responsibilities under the contract.

36. "NOTICE TO PROCEED" means the notice issued by BUIDCo to the Agency communicating the date on which the work/services under the contract are to be commenced.
37. The contract period is for 36 months from the date of the commencement which may be extended further subject to satisfactory performance of the contract on mutual consent of both the parties.
38. During the course of contract, if any Agency's personnel are found to be indulging in any corrupt practices causing any loss of revenue to BUIDCo shall be entitled to terminate the contract forth with duly forfeiting the Agency's Performance Guarantee.
39. In the event of default being made in the payment of any money in respect of wages of any person deployed by the Agency for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, BUIDCo may, failing payment of the said money by the Agency, make payment of such claim on behalf of the Agency to the said Labour Authorities and any sums so paid shall be recoverable by BUIDCo from the Agency.
40. If any money shall , as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the BUIDCo, such money shall be deemed to be payable by the Agency to BUIDCo within seven days. BUIDCo shall be entitled to recover the amount from the Agency by deduction from money due to the Agency or from the Performance Security.
41. The Agency shall not engage any such sub Agency or transfer the contract to any other person in any manner.
42. The Agency shall indemnify and hold BUIDCo harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the Agency.
43. The contracting agency shall not deploy any person below the age of 18 years and above the age of 55 years. The supervisor as well as security guards shall preferably be Ex – serviceman./ they should be trained security related work including firefighting from recognized training institute. They shall be trained to operate various fire control equipment. The agency should provide necessary undertaking and proof in this regard.
44. The contracting agency shall deploy at least 33% manpower from the category of Ex-Servicemen not above the age of 55 years. The Agency shall provide proof of Ex-Servicemen and BUIDCo may get it verified on its own. Security staff other than ex-service man shall be minimum 10th pass and training minimum of 05 (five) days duration for providing security and fire fighting services.
45. The Agency shall ensure to provide eight female security guard in each shift at appropriate locations of the Park.
46. The Agency shall get guards and supervisors screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed.

47. BUIDCo will be at liberty to get anybody re-examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
48. Security staff engaged by the Agency shall not take part in any staff union and association activities.
49. The Agency shall bear all the expenses incurred on the following items i.e. Provision of chair, vehicle ,big torches and cells, lathis/ballams, Umbrella(rainy season) and other implements to security staff, stationary for writing duty charts/attendance register and registers at security check points and records keeping as per requirements.
50. Agency will provide walkie-talkie to each supervisor and to 30% of security guards to ensure effective timely communication between them. They should arrange metal detector for frisking purpose at the main gate/stupa/parking/medication block as required or directed by BUIDCO official at their own cost.
51. BUIDCo shall not be responsible for providing residential accommodation to any of the employee of the Agency.
52. BUIDCo shall not be under any obligation for providing employment to any of the worker of the Agency after the expiry of the contract. BUIDCo does not recognize any employee employer relationship with any of the workers of the Agency.
53. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by BUIDCo from the agency. If any underpayment is discovered, the amount shall be duly paid to the agency by BUIDCo.
54. The Agency shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by BUIDCo.
55. The Agency will have to deposit the proof of depositing employee's contribution towards PF/ESI etc. of each employee in every 3 months regularly
56. The Agency shall disburse the wages to its staff deployed in the Park every month through ECS or by Cheque with information to the representative of BUIDCo.
57. The Agency should have round the clock control room service in Patna along with quick response teams to deal with emergent situations.

58. OBLIGATION OF THE AGENCY

The Agency shall ensure full compliance with tax laws of India and Bihar with regard to this contract and shall be solely responsible for the same. The Agency shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the Agency in respect thereof, which may arise.

59. Force Majeure

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which

may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

60. DISPUTE RESOLUTION

a. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

b. Dispute Settlement

Disputes shall be settled by arbitration in accordance with the following provisions:

- i. Any dispute, which is not resolved amicably, shall be finally decided by reference to arbitration under the Bihar Public Arbitration Act, 2008
- ii. The arbitration proceedings shall be conducted in accordance with procedure and provisions of the Bihar Public Works Contract Disputes Arbitration Tribunal Act, 2008 (“the Arbitration Act”).
- iii. The arbitration proceedings shall be held at Patna and the Courts at Patna only shall have the jurisdiction.

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Bihar Public Arbitration Act, 2008 subject to the rights of the aggrieved parties to secure relief from any higher forum.

61. JURISDICTION OF COURT

The courts at Patna shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

62. REVISION OF RATE

Effect of revision of minimum wage as per revised circular of Government of Bihar may be considered against contractor's appeal supported by relevant document evidence, subject to approval of the competent authority of BUIDCo.

PRICE BID FOR INTEGRATED SECURITY SERVICES AT BUDDHA SMRITI PARK, PATNA

(To be submitted in a separate seal envelop marked “Price Bid”)

| Sl. No. | Designation | Number of Manpower Required per Shift (A) | Rate per person per shift per Day (B) | Monthly amount (C = AxBx3x30) | Yearly Amount (D = Cx12) |
|----------------|----------------------------|--|--|--------------------------------------|---------------------------------|
| 1. | Security Guard (Male) | 26 Nos. | | | |
| 2 | Security Guard (Female) | 8 Nos | | | |
| 3. | Gunman | 2 Nos. | | | |
| 4. | Security Supervisor | 4 Nos. | | | |
| 5. | Sum total (1+2+3+4) | | | | (Amount in Figures) |
| | | | | | (Amount in Words) |

NOTE: -

1. Rates quoted will include all statutory obligations of the Agency under Minimum Wages Act, Contract Labour (R&A) Act, weekly-off replacement charges, cost of uniform of personnel deployed by the Agency, all kinds of taxes, service charges, etc. of the agency. The rates quoted in Column B above will be for per shift of eight hours per person per day.
2. The breakup of the rates quoted shall also be submitted. The contract is for 03 (Three) years only.
3. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.
4. The number of manpower required shown above is indicative and the actual quantity may vary.
5. The bidders shall quote the rates in Indian Rupees.
6. **All the columns shall be clearly filled in ink legibly or typed. The tenderer should quote the number, rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would otherwise make the tender liable for rejection.**

**BIHAR URBAN INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.
(BUIDCo)**

TENDER FORM FOR PROVIDING SECURITY SERVICES

- 1. Name and Address of the firm/agency and Telephone Numbers**
- 2. Registration No. of the Firm/Agency**
- 3. Name, Designation, Address and Telephone No. of the Authorised Person of Agency**
- 4. Pan No. (Copy of PAN and Last three years financial returns to be enclosed)**
- 5. Provident Fund A/c No. –**
- 6. ESI Number**
- 7. License number under Contract Labour**
- 8. Details of the Bid Security Deposited**
 - a. Amount**
 - b. D.D. No.**
 - c. In favour of**
 - d. Date of Issue**
 - e. Name of the Bank**
- 9. Any other information**
- 10. Declaration by the Bidder**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

Signature of the Bidder
Name and Address
(with Seal)

SCOPE OF WORK

The Agency shall have to provide the integrated security services in Buddha Smriti Park, Frazer Road, Patna.

The Agency shall ensure protection of the personnel & property of the Park, prevent trespass in the assigned area with/without arms, perform watch and ward functions including night patrol on the various points and to prevent the entry of stray dogs and cattle and anti-social elements, unauthorized persons and vehicle into the campus of the Park Premises.

DUTIES AND RESPONSIBILITY OF SECURITY STAFF:

1. The Security Supervisor will be responsible for overall security arrangement of the concerned Premises covered in the contract.
2. Security Supervisor will ensure that all the instructions of the administration are strictly followed and there is no lapse of any kind.
3. No items are allowed to be taken out without proper Gate Passes issued by the competent officers as laid down in the contract or authorized by the employer for in-out movement of stores. The specimen signatures and telephone numbers of the above stated officers will be available with the Security personnel deployed at the gates.
4. Deployment of Guards/Gunmen/Security Supervisors will be as per the instructions of the authorities of the Corporation and the same will be monitored personally by the concerned authorities from time to time and will be responsible for its optimum utilization.
5. The Security Supervisor/Guard will also take round of all the important and sensitive points of the premises as specified by the Corporation.
6. Security personnel shall also ensure door keeping duties. In this task, the security supervisor responsible for the Gate Keeping for Entry and Exit shall also be responsible for appropriate ticketing for Man-Entry and corresponding management of revenue earned from the Ticketing. The Agency shall ensure appropriately trained staff for this task. The representative of the Agency shall ensure timely reporting of the ticketing management as mentioned above to the concerned authorities of the Corporation.
7. The Guards on duty will also take care of vehicles, scooters/motorcycles/bicycles parked in the parking sites located within the premises of the Park.
8. Entry of the street-dogs and stray cattle into the premises is to be prevented.
9. The Guards on patrol duty should take care of all the electric switches /lamps/ lights/equipments water taps, valves, water hydrants, etc. installed in the open all over the premises.
10. It should be ensured that flower plants, trees and grassy lawns are not damaged either by the staff or by the outsiders.

11. The Security Guards/Supervisors should be trained to extinguish fire with the help of fire extinguishing cylinders and other fire fighting material available on the spot. They will also help the fire fighting staff in extinguishing the fire or in any other natural calamities.
12. In emergent situations, security staff/supervisor deployed shall also participate as per their role defined in the disaster plan, if any, of the Corporation. Guards/Supervisors should be sensitized for their role in such situations.
13. The Security Guard on duty shall not leave the premises until his reliever reports for duty.
14. Any other provisions as advised by the Corporation may be incorporated in the agreement. The same shall also be binding on the Agency.

DETAILS OF MANPOWER REQUIRED AT BUDDHA SMRITI PARK
(in each shift)

| Sl. No. | Details of Premises | Number of Security Guards (Male) | Number of Security Guards (Female) | Gunman | Number of Security Supervisor | Total |
|-----------|------------------------|----------------------------------|------------------------------------|----------|-------------------------------|-----------|
| 1 | Entrance Gate | 2 | 1 | 1 | 1 | 11 |
| 2 | Exit Gate | 2 | 1 | | | |
| 3 | VIP Entrance/Exit Gate | 2 | | | | |
| 4 | Ticket booking Counter | 1 | | | | |
| 5 | Karuna Stupa | 5 | 1 | | 1 | 12 |
| 6 | Museum | 4 | 1 | | | |
| 7 | Meditation Centre | 2 | 2 | | | |
| 8 | Multilevel Parking | 4 | | 1 | 1 | 14 |
| 9 | Landscaped Park Area | 4 | | | | |
| 10 | CCTV Control room | | 2 | | 1 | 3 |
| 11 | Total | 26 | 8 | 2 | 4 | 40 |

Note: The number of manpower/security personnel required/shown above is indicative and may vary as per need and requirement of the park with proper approval from the competent authority.

EVALUATION CRITERIA

The bids shall be evaluated on Quality and Cost Based System (QCBS). The bids of the bidders will be evaluated on the basis of weightage to their Technical Score and Financial Score and thereafter arriving at a Net Score. The Net score shall be calculated on the basis of technical and financial score calculated as explained hereunder. The bidder achieving highest Net Score will be selected as the successful bidder.

Calculation of Technical Score

The specific technical evaluation criteria, with marks are given below:

SCORE OF TECHNICAL BID

| Sl. No. | PARTICULARS | EVALUATION CRITERIA | | |
|--------------------|--|---------------------|---------------------------------------|----|
| | | FULL MARK | DISTRIBUTION OF MARKS | |
| 1 | Average Annual Financial Turnover(AATO) of last 5 years from Security business only | 15 | (i) AATO = or >10 Crore | 15 |
| | | | (ii) AATO = or >7.5 Crore | 10 |
| | | | (iii) AATO= or >5.0 Crore | 0 |
| 2 | No of trained security Guards on Roll of the agency (Submit the CV's with the documentary evidence regarding training from approved institute). The format for submitting CV is attached as Annexure VI.with minimum 25 person | 15 | (i) Greater than or equal to 250 | 15 |
| | | | (ii) Between 250 to 150 | 10 |
| | | | iii) less than or equal to 150 | 0 |
| 3 | No of ex-servicemen Guards on Roll of the agency (Submit the CV's with the documentary evidence). The format for submitting CV is attached as Annexure VI..with minimum 25 person | 15 | (i) Greater than or equal to 150 | 15 |
| | | | (ii) Between 150 to 100 | 10 |
| | | | iii) less than or equal to 100 | 0 |
| 4 | Experience of running security services in last three financial years (Satisfactory performance Certificate from the employer must be attached) with minimum 25 personnel. | 10 | (i) Greater than or equal to 10 | 10 |
| | | | (ii) Between 5 to 10 | 05 |
| | | | (iii) Less than or equal to 5 | 0 |
| 5 | ISO 9001-2015 certification of the firm | 10 | | 10 |
| 6 | Valid PSARA license of more than 5 states in India. | 15 | (i) Greater than or equal to 5 states | 15 |
| | | | (ii) Between 3 to 5 states | 10 |
| | | | (iii) Less than or equal to 3 states | 0 |
| 7 | Executed single contracts of Rs. 1.00 crore within last 3 years. | 10 | (i) Greater than or equal to 1 crore | 10 |
| | | | (ii) Between 80 lakh to 1 crore | 05 |
| | | | (iii) Less than or equal to 80 lakh | 0 |
| 8 | Firm should have HSE and EHS policy | 05 | | 05 |
| 9 | Firm should have 24/7 Customer Care Service Letter/Toll Free No. | 05 | | 05 |
| Total Marks | | 100 | | |

Note: Photocopies of all necessary documents duly self-attested must be attached for verification of the information provided.

The total marks obtained by a bidder out of 100 as per the above criterion shall be the Technical Score of that Bidder- ST

Calculation of Financial Score

The Financial bids of the technically short-listed Bidders would be opened and the Financial Score (SF) for each such shortlisted bidders will be calculated as given below:

Financial Score for each Bidder:

$$SF = L1/L * 100$$

Where,

L = Amount quoted by the current proposal

L1 = Lowest Amount quoted by L1 proposal

Calculation of Net Score

The Net Score achieved by the bidders shall be calculated based on the Technical and Financial score obtained by them. The weightage assigned to the Technical Score shall be 0.70 and that to the financial score shall be 0.30, however it is expressly clarified that the financial bid of bidders achieving a score of less than 60 in the technical evaluation shall not be opened and shall not be considered for calculation of Net Score. The Net Score obtained by a bidder shall be

$$NS = ST \times 0.80 + SF \times 0.20$$

Final Selection :- The proposal having **Highest Net Score** will be declared as successful bidder and eligible for award.

The total marks obtained by a bidder 70 out of 100 as per the above criterion shall be the Technical Score of that Bidder – ST. The proposal having **Technical Score equal to or more than 70** will be declared as eligible bidder for next stage i.e. opening of financial bid.

ANNEXURE – V

CHECK-LIST FOR PRE-QUALIFICATION BID FOR SECURITY SERVICES

| Sl. No. | Required Documents | Page Number at which document is placed |
|----------------|--|--|
| 1 | Bid Security (EMD) of Rs.1,00,000/- (Rupees One Lakh Only) in the form of DD issued by any scheduled commercial bank in favour of “Managing Director, Bihar Urban Infrastructure Development Corporation Ltd” , valid for 45 days beyond the tender validity period | |
| 2 | Undertaking on a Stamp paper of Rs.1000/- (Rupees one thousand only) as per format prescribed in Annexure-VII). | |
| 3 | Self-attested copy of the PAN card issued by the Income Tax Corporation with copy of Income-Tax Return of the last three financial years. | |
| 4 | Self attested copy of Service Tax Registration No. | |
| 5 | Self attested copy of valid Registration number of the firm/agency. | |
| 6 | Self attested copy of valid Provident Fund Registration number. | |
| 7 | Self attested copy of valid ESI Registration No. | |
| 8 | Self attested copy of valid Licence No. under Contract Labour (R&A) Act, 1970. | |
| 9 | Proof of experiences of last three financial years as specified in clause 2.2 of the NIT along with satisfactory performance certificates from the concerned employers (Only Completion Certificate will be considered for evaluation) | |
| 10 | Annual returns of last three years supported by audited balance sheet (clause 2.1 of NIT) | |
| 11 | CV of all trained security guards on roll with their certificates showing training from recognized training institute (Training Certificate is Mandatory) | |
| 12 | CV of all ex-servicemen security guards on roll with photographs and relevant document in proof of it | |
| 13 | Any other documents, if required. Documents required from Sl No-A to Q under Bidder Qualification with Self Attested. | |

FORMAT for Submitting CV

| Sl. No. | Particulars | |
|----------------|--|--|
| 1 | Name | |
| 2 | Father's Name | |
| 3 | Address | |
| 4 | Qualification | |
| 5 | Date of Birth | |
| 6 | Height | |
| 7 | Age | |
| 8 | Experience in years in security services | |
| 9 | Signature | |
| 10 | Contact No | |

(On Stamp paper of Rs. 1000/-)

UNDERTAKING

To,

**Managing Director,
Bihar Urban Infrastructure Development Corporation Ltd. (BUIDCo)
2nd floor, Khadya Bhawan, Road No-2,
Daroga Rai Path,
Patna-800 001**

Name of the Agency

Name of the Tender..... Due Date.....

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government of Bihar
4. Our Security Agency from time to time and shall be fully responsible for any violation of the Government Laws and Statutory Provisions.

(Signature of the Bidder)
Name and Address of the Bidder.

FORM OF BANK GUARANTEE FOR BID SECURITY

(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we _____ (Name and address of Bank), having our registered office at _____ (hereinafter called “the Bank”) are bound unto Bihar Urban Infrastructure Development Corporation Ltd. (hereinafter called “BUIDCo”) in sum of Rs. _____ for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____ (Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated _____ for providing Integrated Security Services (hereinafter called “the Bid”). WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. _____ (Amount in figures and words) as Bid Security against the Bidder’s offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the Department may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Department and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
 - a. The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.
 - b. Forty five days after the date of validity or the extended date of validity of the Bid, as the case may be, whichever is later.
4. That the expression “the Bidder” and “the Bank” herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Bid validity specified in the Form of Tender;

Or

- (ii) If the Bidder refuses to accept the corrections of errors in his bid;

or

- (iii) If the Bidder having been notified of the acceptance of his bid by BUIDCo during the period of bid validity and (a) fails or refuses to furnish them Performance Guarantee

and/or fails or refuses to enter into a contract within the time limit specified in the Bid Document.

- (iv) If the bid is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is blacklisted in Government of Bihar or in any other State Governments/Union Government.

WE undertake to pay to BUIDCo upto the above amount upon receipt of their first written demand, without BUIDCo having to substantiate his demand provided that in the demand BUIDCo will note that the amount claimed as mentioned above in (i), (ii), (iii)(a), (iii)(b), (iv), specifying the occurred condition or conditions.

Signature of Witness Signature of Authorized Official of the Bank

Name of Official _____

_____ Designation _____

ID No. _____

Name of Witness (Stamp/Seal of Bank)

Address of Witness

BIHAR URBAN INFRASTRUCTURE DEVELOPMENT CORPORATION LTD.**FORM OF AGREEMENT**

THIS AGREEMENT is made on the ___ day _____ (Month) _____ (Year) Between Bihar Urban Infrastructure Development Corporation Ltd. (hereinafter called "BUIDCo" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part

AND

_____ (Name and address of the Agency) through Shri _____, authorized representative (hereinafter called "the Agency" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Integrated Security services to Buddha Smriti Park, Frazer Road, Patna for providing safety, monitoring and surveillance along with ticketing and entry management system at the Park.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract herein after referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of award of contract;
 - b. Terms and Conditions;
 - c. Bid Document;
 - d. Annexures to Bid Document;
 - e. Scope of work;
 - f. Addendums, if any; and
 - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by BUIDCo to the Agency as hereinafter mentioned, the Agency hereby covenants with BUIDCo to execute the Security services w.e.f _____ as per the provisions of this Agreement and the bid document.
4. BUIDCo hereby covenants to pay the Agency in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. _____ (_____ Rupees in words) which shall be payable
5. Being the sum stated in the letter of Award subject to such additions there to or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor

For and on behalf of BUIDCo

Signature of the authorized official

Signature of the authorized Officer

Name of the official

Name of the Officer

Stamp/Seal of the Contractor

Stamp/Seal of the Employer

By the said

By the said

_____Name

_____Name

on behalf of the Contractor
in the presence of:

on behalf of the Employer
in the presence of:

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Telephone No: _____

Telephone No: _____

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ (Name of the Bank) (hereinafter called the “Bank”) of the one part and Bihar Urban Infrastructure Development Corporation Ltd. (hereinafter called the “BUIDCo”) of the other part.

2. WHEREAS, BUIDCo has awarded the contract for Integrated Security services work for Rs. _____ (Rupees in figures and words) (hereinafter called the “contract”) to M/s _____ (Name of the contractor) (hereinafter called the “Agency”).

3. AND WHEREAS THE Agency is bound by the said Contract to submit to BUIDCo a Performance Security for a total amount of Rs. _____ (Amount in figures and words).

4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee BUIDCo the full amount of Rs. _____ (Amount in figures and words) as stated above.

5. After the Agency has signed the aforementioned contract with BUIDCo, the Bank is engaged to pay BUIDCo, any amount up to and inclusive of the aforementioned full amount upon written order from BUIDCo to indemnify BUIDCo for any liability of damage resulting from any defects or shortcomings of the Agency or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by BUIDCo immediately on demand without delay without reference to the Agency and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Agency.

The Bank shall pay to BUIDCo any money so demanded notwithstanding any dispute/disputes raised by the Agency in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of Twenty four (24) months from the date of signing..

7. At any time during the period in which this Guarantee is still valid, if BUIDCo agrees to grant a time of extension to the Agency or if the agency fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by BUIDCo and at the cost of the Agency.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the agency.

9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by BUIDCo for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions “BUIDCo”, “the Bank” and “the Agency” hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year) being herewith duly authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name _____

Designation _____

I.D. No. _____

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness-1.

Signature _____

Name _____

Address _____

Witness-2.

Signature _____

Name _____

Address _____