

Bihar Urban Infrastructure Development Corporation Ltd.



REQUEST FOR PROPOSAL (RFP)

FOR

SECURITY SERVICES

AT

BUIDCo Head Office

2nd Floor, Khadya Bhawan, Road No-2, Daroga Rai Path,
Patna-01

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

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INSTRUCTION TO BIDDERS

1) GENERAL

- A. The present tender is being invited for Security Services under which the agency shall provide trained personnel (with uniform) to provide security of building, equipment, materials, visitors and staff working in BUIDCo Office and of Parking Area.
- B. The total requirement of personnel is detailed in the format of Price Bid.

2) QUALIFICATION OF BIDDERS

- A. The Bidder, to qualify for the award of contract, shall submit a **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 required documents, which must be self-attested and readable, 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. No Joint Venture is permitted.
- F. The bidder shall bear all costs associated with the preparation and submission of this 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 Security Services at BUIDCo Office and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder.

3) TENDER DOCUMENTS

- A. **The Tender Document can be downloaded from <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. 4,000/- (Rupees Four 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) Eligibility Criteria (Annexure II)
- vi) Format of CV for proposed Security Staff (Annexure III)
- vii) Undertaking (Annexure -IV)
- viii) Form of Bank Guarantee for Bid Security (Annexure -V)
- ix) Form of Bank Guarantee for Performance Security (Annexure – VI)

- 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.
- B. **Documents Comprising the Bid:** Tender document issued for the purposes of tendering as described in Clause "3A" 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 Addendum, if any, thereto with each page signed and stamped shall be annexed to the tender documents to acknowledge the acceptance of the same.
- E. 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.

5) **BID PRICES**

- A. Bidder shall quote the rates in Indian Rupees for the entire contract on a “**Single Price (lump-sum) 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 Security Services at BUIDCo. This will be treated as inclusive of 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 including service tax, cost of insurance of employees if any, etc.

Thus the lump-sum price should be quoted considering all possible obligations and outgo but without bifurcation/break-up of the price. BUIDCo during the contract period will pay only lump-sum price and future changes in statutory laws/acts has to be borne by the bidder only.

- B. Conditional bids/offers will be summarily rejected.

6) FORM OF BID

- A. The Form of Bid should 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 one 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 with 15 days notice on its sole discretion if the services are not found satisfactory.

7) BID SECURITY

- A. The Bidder shall deposit Bid Security (Earnest Money Deposit) for an amount of Rs.20,000/- (Rupees Twenty Thousand Only) in the form of an Account Payee Demand Draft or Bank Guarantee from any Nationalized Bank or Scheduled Bank in favour of “Managing Director, Bihar Urban Infrastructure Development Corporation Ltd.” Payable/encashable at Patna along with the Bid document. The Bid Security shall remain valid for a period of **sixty days** beyond the **final bid validity period**.

- B. The bid shall 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 within a period of four weeks from the date of issue of Letter of Award by BUIDCo to the successful bidder.

- E. Bid security of the successful bidder shall be returned on receipt of Performance Security 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) SUBMISSION OF BIDS

- A. The bidder shall 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 with Tender Name.
- B. The sealed cover of Financial Bid should contain Price bid duly filled in figures and words as per clause 5A and as per format of price bid attached.
- C. The last date for submission/receipt of Bid(s) is **18.10.2016 till 04.00 P.M.** 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 04.30 P.M.** at the address mentioned below.
- D. All the sealed covers shall be addressed to the

**Managing Director,
Bihar Urban Infrastructure Development Corporation Ltd.
Second 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.

9) 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 sole discretion and without any liability to assign the reason, extend the deadline for submission of bids in which case all rights and obligations of the 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.

10) 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 as above or as per the terms and conditions will be summarily rejected.
- C. Subsequently, the selected technical bids will be evaluated as per the methodology given in the Annexure-IV of the Tender document.
- D. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

11) 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 and at its sole discretion and without any liability to assign the reason whatsoever, can terminate the tendering process.
- B. BUIDCo may terminate the contract if it found that the Agency is black listed on previous occasions by any of the Corporations/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

12) AWARD OF CONTRACT

- A. Financial bids of only those bidders who have technically qualified will be opened. It shall be evaluated on **least cost method**. The bidder having lowest rate will be selected as the successful bidder. The successful bidder may be called for negotiation before award of contract.
- 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/encashable at Patna.
- D. The Performance Security shall remain valid for a period of 12 months from the end date of contract. 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.

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 as per the approval by BUIDCo with or without modification. BUIDCo may approve personnel other than those for whom CVs have been submitted.
2. The antecedents of security staff to be 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 BUIDCo.
3. All statutory liabilities will have to be timely paid by the Agency for example ESI, PF, Workmen's Compensation Act, taxes 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. At time of monthly payments BUIDCo may demand proof of deposition of statutory liabilities.
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 per day of the personnel engaged shift wise during each month should be shown. The Agency has to give an undertaking (as per format), 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 or injuries of the personnel employed while on duty shall be borne by the Agency.
6. 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 or access to any person or company any of the effects of BUIDCo under its control.
7. Under the terms of their employment agreement with the Agency, the security staffs shall not do any professional or other work for reward or otherwise either directly or indirectly, except for and on behalf of the Agency.
8. That in the event of any loss occasioned to the 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 be claimed from the Agency up to the value of the loss. The decision of the Managing Director, BUIDCo in this regard will be final and binding on the agency.

9. 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 and approval from BUIDCo.
10. The Agency shall be responsible to maintain all property and equipment of BUIDCo entrusted to it.
11. The Agency will not be held responsible for the damages/sabotage caused to the property of the BUIDCo due to the riots/mobs attack or any other event of force majeure.
12. 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.
13. The personnel engaged by the Agency shall be dressed in neat and clean uniform (including proper name badges), must be mannered and disciplined, failing which invites a penalty of Rs.500/- on 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.
14. The personnel engaged have to be extremely courteous with very pleasant mannerism in dealing with the Staff/Visitors/Attendants in the office and should project an image of utmost discipline.
15. 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.
16. The personnel will have to report to BUIDCo's 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 to ensure un-interrupted services.
17. 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 BUIDCo. For the violations the responsibility will be of agency only. BUIDCo at time of monthly payments may ask for the documentary proofs for the compliance of minimum wages or other laws or acts.
18. 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.

19. Any damage or loss caused by security personnel or their negligence in whatever form would be recovered from the Agency.
20. 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.
21. 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 to anyone. This clause does not apply to the information, which becomes public knowledge.
22. The Agency shall have its own Establishment/Setup/Mechanism, etc. at its own cost to ensure correct and satisfactory performance of its liabilities and responsibilities under the contract.
23. The contract period is for twelve 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.
24. 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.
25. The Agency shall not engage any such sub Agency or sub let or transfers the contract to any other person in any manner.
26. 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 – service man or properly trained in security related work including firefighting from recognized training institute. They must have been trained to operate various fire control equipments. The agency should provide necessary undertaking and proof in this regard.
27. The Agency shall bear all the expenses incurred on the following items i.e. Provision of torches and cells, lathis, Umbrella (rainy season) and other implements to security staff, stationary for writing duty charts and registers at security check points and records keeping as per requirements.
28. BUIDCo shall not be responsible for providing residential accommodation to any of the employee of the Agency.

29. 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.
30. The Agency shall disburse the salary to its deployed staff on a monthly basis.
31. The Agency should have round the clock control room service in Patna along with quick response teams to deal with emergent situations.

32. 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.

33. DISPUTE RESOLUTION

a. Amicable Settlement

In case of any disputes arising out of this contract between the parties, the same shall be amicably settled by Managing Director, BUIDCo. The decision of Managing Director, BUIDCo in this respect shall be final and binding upon both parties to the contract.

b. Dispute Settlement

Disputes shall be settled by arbitration in accordance with the provisions of Bihar Public Works Contracts Disputes Arbitration Tribunal Act, 2008.

The arbitration proceedings shall be conducted in accordance with procedure and provisions of the Bihar Public Works Contracts Disputes Arbitration Tribunal Act. 2008.

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

34. 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.

**PRICE BID FOR SECURITY SERVICES AT BUIDCo, Second Floor, Khadya Bhawan,
Road No.-2, Daroga Prasad Rai Path, Patna – 800 001**

**(To be submitted in a separate seal envelop marked “Financial Bid” on Company's Letter
Head)**

Sl. No.	Designation	First Shift	Second Shift	Third Shift	Consolidated Monthly Rates per person in Rupees (considering effective minimum wages, Govt. of Bihar with all statutory payables and taxes and agency margin)	Total monthly Amount
A	B	C	D	E	F	
1.	Security Guard (Male)	03Nos.	03 Nos.	03 Nos.		9XF
2.	Security Supervisor	01Nos.				1XF
3.	Sum total (1+2)				(Amount in Figures)	
					(Amount in Words)	

**Signature of Authorized Signatory
With Company Seal and Date**

ANNEXURE- I

Tender Form for providing security services at BUIDCo

01	Name of the Security Agency	
02	Name of the Contact Person	
03	Full Office Address	
04	Telephone FAX Mobile No. E Mail	
05	Registration as Proprietorship Firm/Company/Society/Partnership (i.e. Constitution) (proof required)	
06	Year of Registration (proof required)	
07	Experience as security service provider (in years)	
08	No. of Security Personnel presently employed	
09	Service Provided in the Past (Name & Address of Organizations/Units and Period of Service)	
10	Annual Turnover of last three years (FY 12-13 to 14-15) (Audited Financial Statements to be attached)	
11	Names of Govt. Departments/Autonomous Institutions/Universities/PSUs or Public Sector Banks or Local Bodies/Municipalities. (attach copies of orders)	
12	ESI Registration (attach proof)	
13	Service Tax Registration (attach proof)	
14	EPF Registration (attach proof)	
15	PAN No. (attach proof)	
16	Contract Labour License No.(attach proof)	
17	License No. under Private Security (Regulation) Act, 2005/Bihar Private Security Agencies (Regulation) Rules 2011.	
18	Conviction, if any, of the agency or its sole proprietor/ partner/director in criminal cases (Case Number, with name of the Hon"ble Court	

	and other detail of the case.	
19	ISO Certificate (attach proof)	

- 1) Certified that the Company/ Sole Proprietor/Partner/Director have not been black listed by any of the Department/Organizations of the Government of India/Government of Bihar and no criminal case is pending against them on the date of submission of this Tender.
- 2) Certified that the terms and conditions of this Tender are acceptable.
- 3) Certified that the person signing as authorized signatory is competent to sign this document on behalf of the service provider and has been duly authorized in this behalf.

Note: Tender not accompanied by any of the required proof/documents will not be considered for evaluation.

Date:

Signature _ _ _ _
Name of Authorised Signatory _
(affix office seal)

Note: Each page of the Tender documents should be signed by the authorized signatory.

Sl. No.	Particulars	Eligibility
1	Experience as security provider	Minimum 5 years
2	No. of security personnel presently employed in the Agency (attach proof)	Minimum 60
5	Security Agency shall be rendering services in minimum 03 Govt. Departments/ Autonomous Institutions/Universities/ Public Sector Undertakings of the Government or Public Sector Banks or Local Bodies/Municipalities. (attach work orders)	Current
6	Average Annual Turnover @ Minimum Rs. 50 Lakh (Rs. Fifty Lakh) per annum. (Audited Financial Statements to be attached)	Last Three years (FY 12-13,13-14 to 14-15)
7	License under Central Act I.e., Private Security(Regulation) Act, 2005 / Bihar Private Security Agency Rule 2011	Valid License
8	EPF Registration	Valid Registration
9	ESI Registration	Valid Registration
10	Service Tax Registration/PAN	Valid Registration
11	Income Tax Return for last three years	Required (F.Y. 2012-13 TO F.Y. 2014-15)
12	License under Contract Labour Act	Valid Registration
13	Qualification of Security Guards	8th Standard
14	Qualification of Security Supervisor	Inter
15	Physical Fitness of Security Personnel	Robust
16	The agency must be registered (Proof required)	As per Bihar Private Security Agency Rule 2011 and Central Act i.e..Private Security (Regulation) Act, 2005
17	ISO Certificate (attach proof)	Valid Certificate

Note: All the documents must be in hard bound or spiral bound, page numbered with duly signed by the authorized signatory with common seal on each pages.

ANNEXURE – III

FORMAT for Submitting CV (of proposed security personnel for this assignment)

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,
Daroga Prasad Road,
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. That neither the agency nor its proprietors/partners/directos/trustees are debarred/blacklisted in Government of Bihar or in any other State Governments/Union Government.
5. Our Security Agency shall be fully responsible for any violation of the Government Laws and Statutory Provisions.

**Signature of Authorized Signatory
With Company Seal and Date**

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 Security Services at BUIDCo (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 BUIDCo 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 BUIDCo, executes a formal agreement after furnishing the Performance Guarantee of a scheduled Bank based in India.
 - b. Sixty 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 its demand and without any cavil or argument 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

ANNEXURE-VI

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 Security services work at BUIDCo 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 and without any cavil or argument and 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 Twelve (12) months from the date of end of agreement.

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

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 _____