

Bihar Urban Infrastructure Development Corporation Ltd.



REQUEST FOR PROPOSAL (RFP)

FOR

INTEGRATED SECURITY SERVICES

For

BUIDCo

West Boring Canal Road, Rajapur Pul, Patna-800001

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 the Parking Area.

2) QUALIFICATION OF BIDDERS

- A. The Bidder, to qualify for the award of contract, shall submit Power of Attorney on stamp paper of Rs. 1000/- only authorizing the signatories for 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 Offices and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder.
- H. The minimum annual turnover (ATO) of the companies/bidder participating in the tender should be Rs. 1 Core in anyone year in last three years.
- I. The Security agency should have executed at least one single manpower contract successfully completed value of Rs.50 Lakh any organization within the last three years.

- J. 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.
- K. The security agencies participating in the tender should have attached a valid PSARA (Private Security Agencies Regulation Act) license of at least one state of India.
- L. The firm / agency must have PAN, GST Registration, Income Tax Return of last 3 years, Labour License, GST, EPF and ESI registration, Documents establishing such registration must be submitted.
- M. The security agency should submit the proof of antecedent verification of guards through police and gram panchayat / ward counselor.
- N. The security agency should have active experience of more than 5 (five) years in security industries. **(Proof to be attached)**
- O. The security agency participating in the Bids should have minimum 15 security guard deployed in at least any 3 organization at the time of submission of the bid. **(attach work order)**
- P. Security agency should have valid ISO 9001-2015 certified at the time of bidding.
- Q. The prospective bidder should not have been blacklisted/debarred from anywhere and ever in past.**(Attached affidavit)**

In as much as it is for the contractor to deploy its men in such other sites or places and the said employees are under complete administration, Supervision and control of the contractor.

3) **TENDER DOCUMENTS**

- A. The Tender Document can be downloaded from <http://eproc2.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) Terms and Conditions
 - iii) Price Bid
 - iv) Eligibility Criteria (Annexure I)
 - v) Format of CV for proposed Security Staff (Annexure II)
 - vi) Undertaking (Annexure – III)
 - vii) Form of Bank Guarantee for Bid Security (Annexure – IV)
 - viii) Form of Bank Guarantee for Performance Security (Annexure – V)
- 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. Document 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 Envelope cover. The Main/Cover of Envelope should contain one envelope clearly marked as Technical Bid. The Technical Bid original document should contain the relevant documents (Ex. DD, EMD, Affidavit related) as required for Technical Evaluation of the Bidder.
- 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 including 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, Weeklyoff,

Relieving contributions, Service charges, all kinds of taxes including GST, cost of insurance of employees if any, etc.

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 representative of the Bidder. Copy of 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 3 years 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.1,00,000/- (Rupees One Lakh 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 45 days beyond the validity of the bid.

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

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

H. Dress Code:- After award of tender, bidder should deploy security personnel in a descent uniform as decided by buidco officials.

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 Technical and Financial Bid on <https://www.eproc2.bihar.gov.in> as well as submit the Technical Bid in a separate sealed cover duly super scribed. In which original document should contain the relevant documents (Ex.- DD, EMD, Affidavit etc.)
- B. Technical Bid should consist of the following documents:-
- i. Bid Security as mentioned under Clause 7A.
 - ii. Valid power of attorney 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 GST 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 License and Number under Contract Labor 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 Sl. No-A to Q in above Bidder Qualifications.

C. Financial Bid should contain Price bid duly filled in figures and words.

The last date for submission/receipt of hard copy of EMD is **09-05-2023 till 15.00 Hrs.** and will be opened on the same day at 15.30 Hrs. at the address mentioned below.

D. The sealed covers shall be addressed to the

**Chief General Manager,
Bihar Urban Infrastructure Development Corporation Ltd.
West Boring Canal Road,
Rajapur Pul, Patna-800 001**

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

10) LATE AND DELAYED TENDERS

- A. Bids must be received in BUIDCo at the address specified above and upload on <https://www.eproc2.bihar.gov.in/> 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 returned unopened to the bidder.

11) BID OPENING AND EVALUATION

- A. 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.
- B. Subsequently, the selected technical bids will be evaluated as per the methodology given in the Tender document.
- C. Financial bids of technically qualified bidders will be opened for evaluation.

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 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.

13) 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, Lien or Bank Guarantee from a Scheduled bank in an acceptable form (Annexure-V) 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 or 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.

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. 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 successful bidder of this tender must have to pay the employee's salary through bank transfer into their accounts.
4. 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. At time of monthly payments BUIDCo may demand proof of deposition of statutory liabilities.)
5. 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.
6. All liabilities arising out of accident or death or injuries of the personnel employed while on duty shall be borne by the Agency.
7. 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.
8. 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.
9. That in the event of any loss occurred 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.

10. 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.
11. The Agency shall be responsible to maintain all property and equipment of BUIDCo entrusted to it.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.

19. 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.
20. Any damage or loss caused by security personnel or their negligence in whatever form would be recovered from the Agency.
21. **Penalty:-** 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.
22. 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.
23. 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.
24. The Agency 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.
25. 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.
26. The Agency shall not engage any such sub Agency or sublet or transfers the contract to any other person in any manner.
27. 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 equipment's. The agency should provide necessary undertaking and proof in this regards.
28. The Agency shall deploy at least 33% manpower form the category of Ex-Servicemen and not above the age of 55 years. The Agency shall provide proof of Ex-Servicemen and BUIDCo may get it verified on its own.
 29. 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.
 30. BUIDCo shall not be responsible for providing residential accommodation to any of the employee of the Agency.
 31. 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.
 32. The Agency shall disburse the salary to its deployed staff on a monthly basis.
 33. The Agency should have round the clock control room service in Patna along with quick response teams to deal with emergent situations.
 34. The agency has to follow General Administrative Department, Govt. of Bihar Notification No.- 13876 dated 03.11.2017 in strict sense regarding reservation policy in the service of outsourcing staffs /employees.
 35. **Force Majeure**
If any time during the existence 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.

36. **Termination**

1. BUIDCO reserves the exclusive right to suspend, cancel, terminate this agreement at any time if it has sufficient reason to believe that the contractor has failed to perform or observe or fulfill any of the terms and conditions hereinbefore contained and/or liable and responsible for any loss or damage suffered by BUIDCO.
2. On termination of the agreement the contractor must immediately i.e within 24 hours, withdraw its men and materials from the office and the contractor shall have no right to claim any demurrage/compensation from the BUIDCO for the loss of job of its employees or whatsoever.

37. **DISPUTE RESOLUTION**

- a. 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 Works Contract Disputes Arbitration Tribunal Act, 2008 by the Arbitration Tribunal Situated at Patna.
 - ii. The arbitration proceedings shall be conducted in accordance with procedure and provisions of the Bihar Public Works Contract Disputes Arbitration Tribunal Act, 2008.
 - iii. The arbitration proceedings shall be held at Patna only.
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 BPWCDAT Act, 2008.

38. **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, RAJAPUR PUL, WEST
BORING CANAL ROAD PATNA – 800001**

Financial Bid					
Name of Work: INTEGRATED SECURITY SERVICES FOR BUIDCO, PATNA					
Name of Agency :					
S.No	Designation	Number of Manpower Required (A)	Rate per person per month (B)	Monthly Amount (C= AxB)	Yearly Amount (D=Cx12)
1	Security Guard (Male)	5 x 3 = 15			
2	Security Supervisor	01			
3	Sum Total (1+2)				
Amount in Figures (Including all Taxes)					
Amount in Words (Including all Taxes)					
Above rate must be Quoted including it		MINIMUM WAGES +PF+ESIC+WEEKLY OFF +RELEAVING +SERVICE CHARGE AND GST			

Note:-

1. **5 Nos. Manpower will be in each shift.**
2. **Supervisor will be deputed during office hours on daily basis.**
3. **The above Security Guards nos. are for Head Quarter only. Additional nos. of Guards will be available as per requirement in future.**

Signature of Authorized Signatory

With Company Seal and Date

ANNEXURE-I**Eligibility Criteria**

Sl. No.	Particulars	Eligibility
1	Experience as security provider	Minimum 5 years
2	Security Agency shall be rendering services in minimum 3 Govt. Department/ Autonomous Institutions/ Universities/ Public Sector Undertakings of the government or Public Sector Banks or Local Bodies/ Municipalities wherein at least 15 security personnel engaged in single contract. (Attach work orders)	Current
3	Executed Single Similar work contract of Rs. 50 lakh within last 3 years.	Required.
4	Annual Turnover of Rs. 1 Crore (Rs. One Crore) in any one year in last 3 years. (Audited Financial Statements to be attached)	Required.
5	Valid PASARA license of at least 1 state of India	Valid License
6	EPF Registration	Valid Registration
7	ESI Registration	Valid Registration
8	GST /PAN	Valid Registration
9	Income Tax Return for last three years	Required
10	Qualification of Security Guards	8 th Standard
11	Qualification of Security Supervisor	Graduation
12	Physical Fitness of Security Personnel	Robust
13	ISO 9001-2015	Certificate Required
14	Affidavit regarding- Agency/Firm is not debarred/Black Listed.	Required.

Annexure II

FORMAT for submitting CV (of proposed security personnel for this assignment approx. 10)

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)
West Boring Canal Road, Rajapur Pul,
Patna – 800001**

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 , 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/directors/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 Signature
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 document 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 up to 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), (iv), specifying the occurred condition or conditions.

Signature of Witness Signature of Authorized Official of the Bank

Name of Official _____

Designation _____

Name of Witness (Stamp/Seal of Bank)

Address of Witness

ANNEXURE-V

**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.
7. 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.
8. 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 _____