



Bihar School Examination Board

Sinha Library Road, Patna-800017

NOTICE INVITING SHORT TERM TENDER

Tender Notice No-PR-19/17

Bihar School Examination Board, Patna invites sealed tenders under two bid systems from the reputed & experienced Firms/ Companies/ Agencies having adequate infrastructure and Experience of handling the works of **“Providing Security Services to Bihar School Examination Board, Patna”**.

SL No.	Scope of work	Cost of tender document (In Rupees)	Earnest Money (In Rupees)
1	2	4	6
01.	Selection of Agency for Providing Security Services to Bihar School Examination Board, Patna	Rs. 1000.00	Rs.50000.00

Tender Schedule/ Programme:

Sl.No.	Activity	Date/Time: Duration
1.	Sale/Download date of Tender documents	04.04.2017 (11:00 Hrs.) (www.biharboard.ac.in)
2.	Pre-Bid Meeting	11.04.2017 at 11:00 Hrs. (Bihar School Examination Board, Sinha Library Road, Patna-800017)
3.	Submission of EMD, Tender fee & offer/Bid	24.04.2017 up to 15:00 Hrs.
4.	Date & time for opening of techno-commercial	24.04. 2017 at 15:30 Hrs.
5.	Contact	Mob: 9990507237, 8544429120

Secretary
Bihar School Examination Board, Patna

TECHNICAL BID

(In separate sealed Cover-I super scribed as Technical Bid)

1. a) Name & Address of the Bidder /Organization/Agency with phone number, email and name and telephone/mobile number of contact person.					
b) Full address of office in Patna.					
2. Experience in the work of providing Security Services. Particulars of Experience (attach certificates, testimonials). This shall cover the details of works of similar nature, approximate magnitude and duration carried out for last 3 years and/or current work along with a certificate from the organisation where the job was carried out.		In following format			
SI.No.	Name of Organization with complete address and telephone numbers to whom services provided	From	To	Contracted Amount (Rs. Per Month)	Reason for Termination
3. Your Organization set up, clearly indicating details of managerial, supervisory and other staff with their identity proof as Aadhar Card or Passport or Voter Identity Card [EPIC]. Also indicate the number of muster roll staff available for performing this service: (a). Documentary evidence of registration of your establishment with the Government. (b). Documentary evidence of registration of your establishment with various Labour Laws related government/statutory authorities. (c). Do you have Licence to keep armed guards and licence for guns/shots should also be enclosed. (d). Undertaking of the Agency confirming the availability of the adequate manpower of requisite qualification and experience for deployment in BSEB, PATNA.					
4. Please furnish details regarding EPF No (Please attach copy) ESI Code (Please attach copy): Gratuity Act Regn. No (Please attach copy): Any othe applicable statutory registration related documents:					
5. Please attach copy of Income Tax return of last three years.					
6. Please attach balance sheet of the company, duly					

certified by Chartered Accountant for last three (3) years.	
7. Documentary evidence of having successfully completed at least one work of similar magnitude and duration (worth Rs. 50,00,000/- or more per year) in last three years	
8. PAN NO. (Please attach copy)	
9. TAN NO. (Please attach copy)	
10. Trade Licence No. (Please attach copy)	
11. Service Tax Registration No. (Please attach copy)	
12. Documentary evidence of possessing valid PSAR Act 2005 Licence issued by Government of Bihar	
13. Unconditional acceptance of terms & conditions of the contract by signing each page by authorisd signatory of the bidder as token of acceptance and submit as part of tender document.	
14. Power of Attorney/authorization for signing the bid documents.	
15. Please submit an affidavit of following effect: a) That no case/enquiry/investigation is pending with the police/any government body/court against the Proprietor/Firm/any Partner/any Director or the Company (Agency). b) That no matter/issue/claim/allegation/charge with any current or previous Principal Employer or with any Statutory Authority regarding less payment than the statutory provisions of any applicable law of land like Minimum Wages Act etc. payable in favour of any employee working for that Principal Employer through the bidder agency [Immediate Employer] is pending. [Cut off date for the purpose is last date of submission of tender document] c) That no matter/issue/claim/allegation/charge with any current or previous Principal Employer or with any Statutory Authority regarding less payment than the statutory provisions of any applicable law of land like Minimum Wages Act etc. payable in favour of any employee working for that Principal Employer through the bidder agency [Immediate Employer] has been decided against the agency for the last five (05) years.	

<p>[Cut off date for the purpose is last date of submission of tender document]</p> <p>c) That no matter/issue/claim/allegation/charge with any current or previous Principal Employer or with any Statutory Authority regarding less payment than the statutory provisions of any applicable law of land like Minimum Wages Act etc. payable in favour of any employee working for that Principal Employer through the bidder agency [Immediate Employer] has been decided against the agency for the last five (05) years.</p> <p>[Cut off date for the purpose is last date of submission of tender document]</p>	
<p>16. Details of the DD of Rs 50,000/-(fifty thousand) towards bid security (EMD) and a DD for Rs 1,000/-(one thousand) in case tender document is downloaded from BSEB, PATNA website.</p> <p>DD/PO No. Date: Drawn on:</p>	

DECLARATION BY THE BIDDER

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

Encls:

1. DD against Bid Security (EMD) and Tender Fee

2. Terms & Conditions along with other documents – Technical Bid (each page must be signed and sealed)

3. Financial Bid.

(Signature of Bidder with seal)

Name:.....

Seal:.....

Address:.....

Phone No (O):.....

Fax No. (O):.....

E-mail:.....

Place:.....

Date:.....

FINANCIAL BID

(In sealed Cover-II super scribed “Financial Bid”)

QUOTATION FOR PROVIDING “SECURITY SERVICES TO BSEB, PATNA”

Institute as Principal Employer is committed to pay the amount for the each security guard/supervisor employed through the agency [Immediate Employer] as the statutory wages plus other statutory claims stipulated by related Laws of the Land like Minimum Wages Act etc. in favour of employee in a manner deemed fit to ensure compliance of these laws. Therefore, to make things simple, **Board is inviting FINANCIAL BID in form of agency’s commission to perform the services as Immediate Employer on behalf of the Principal Employer i.e. BSEB Patna.**

Bidders have to quote this commission as PERCENTAGE of total amounts to be paid by the institute for the employees through the agency. This commission will be treated as service charge or any similar nomenclature to be paid additionally by the institute for the benefit of the agency.

This should be absolutely clear that the agency will have no right to deduct even a single paisa from the money to be paid by the institute for employees’ wages plus other statutory deposits. Any violation by the agency will construe criminal offence of cheating and will be dealt with accordingly.

Sl. No.	Particulars	Quotes in %(In figures)	Quotes in % (In Words)
1	Service Charges (in percentage) on total remuneration of Security Personnel		

Declaration by the Bidder:

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

Note:

- I. No other charges would be payable by the Institute.
- II. Minimum Service charges quoted above by the bidders must be more than 2.0% (two point zero percent) as TDS at the rate of 2.0% is required to be deducted from the total bill value as per Income Tax Act, 1961. Failing which bid shall be summarily rejected.
- III. In case of tie, lowest bidder will be decided by the lottery in presence of all the bidders engaged in the tie. Detailed methodology of lottery process will be decided by the institute, if such situation arises.
- IV. Wages and related statutory claims for security guard/supervisor will be calculated and included in the contract at the time of signing of the same. Rates will be mandatorily revised as and when Central Government or the Body authorised by the same amends/revises these provisions.
- V. There would be no increase in quoted commission rate during the Contract Period except provision under the terms and conditions.

(Signature of Bidder with seal)

Address:
Place:
Date:

Name:
Seal:.....
Phone No (O):.....

TERMS & CONDITIONS OF CONTRACT

(Annexure to Agreement)

A. Scope of Work :

Providing Security services at BSEB PATNA by deploying required number of Security Personnel.

1. The Agency shall provide Security services by deploying adequately trained and well-disciplined security personnel who shall safeguard the BSEB, PATNA site, buildings, moveable and immovable assets, equipment and other items at the above address from any thefts, pilferage or damage and also ensure safety of the employees, visitors, guests or any other persons working in its complex/premises.
2. The security personnel shall be deployed round the clock in 3 shifts at the BSEB, PATNA to safeguard of the premises. Actual number of Personnel to be deployed in each shift will be discussed and decided accordingly and revised as and when required by the Board Administration under consultation with Agency Representative.
3. The Agency shall be responsible for opening/closing of the building and rooms as necessitated/directed by Institute located at BSEB, PATNA site on working and closed days.
4. The Agency shall ensure that water taps/lights/ACs are not left open/on after close of working hours on normal working days as well as on off days, as the case may be.
5. The Agency shall maintain records of inward and outward movement of persons (BSEB, PATNA Employees, Sub Contractor Personals and also regulation of guests and visitors), materials and vehicles, etc with proper check on the same as per instructions given from time to time by the Board located at BSEB, PATNA site.
6. The security personnel deployed shall take regular rounds of the premises to maintain vigil and remain alert.
7. The security personnel shall be duly trained in Fire Safety Operations. They should be trained to operate various fire control equipment installed at BSEB, PATNA site. A mock fire drill may be organized every month.
8. The Agency shall keep the Client informed of all the matters of security and co-operate in the enquiry/investigation of any incident relating to security.

B. Eligibility Criteria :

1. The Bidder may be a proprietary firm, Partnership firm, Private Limited Company, Limited Company, Corporate body or other legally constituted body who possess the required licenses, registrations etc as per law and/or the criteria mentioned in technical bid format.
2. The Bidder shall have at least 3 years experience of providing Security services.
3. Having successfully completed at least one work of similar magnitude and duration (worth Rs. 50,00,000/- or more per year) in last three years.

4. Proof of financial turnover with a minimum of Rs. 1 Crore per year during the last three years, duly attested by CA.
5. The bidder should have an office in PATNA.
6. There should be no case/enquiry/investigation pending with the police/any government agency/Court against the Proprietor/Partner/Director or the Company (Agency).
7. The bidder shall have all the documents prescribed in technical bid format including following Registrations and details of the same be provided in the Technical Bid:
 - (a) PF Registration:
 - (b) ESI Registration:
 - (c) Service Tax Registration:
 - (d) Valid License, issued by Regional Labour Commissioner, Govt of India:
 - (e) Licence Provided by Govt. of Bihar under PSAR Act 2005:
8. Bidder should mandatorily submit affidavit mentioned in technical bid format clause no. 15 a), b), c). Non-submission of affidavit or any part of that will amount to summarily disqualification of the bidder. Similarly, presence of any pending issues or decisions against the bidder as expressed in the above mentioned any sub clause of 15 will also amount to summarily disqualification of the bidder.

C. Information and Conditions relating to Submission of Bids :

1. The initial period of contract shall be for 12 months may be extended on mutual consent on the same terms and conditions on mutual agreement.
2. The tender document containing eligibility criteria, scope of work, terms & conditions and draft agreement can be downloaded from BSEB, PATNA Website: www.biharboard.ac.in. Those who download the tender document from Website should enclose a DD for Rs 1,000/- in favour of “Bihar School Examination Board, PATNA”, payable at Patna, along with their bid in the Cover-I containing Technical Bid.
3. The interested agencies are required to submit the technical and financial bid separately in the format enclosed. The bids in sealed Cover-I containing “Technical Bid” and sealed Cover-II containing “Financial Bid” should be placed in a third sealed cover super-scribed “Tender for Security Services” should reach BSEB, PATNA before 15:00 hrs on or before 24.04.2017. The technical bids shall be opened on the same day at 15:30 hrs at BSEB, PATNA in presence of the bidders or their authorized representatives who choose to remain present.
4. All the pages of the tender should be signed by the owner of the firm or his Authorized signatory. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/authorization may be enclosed along with tender.

5. A copy of the terms and conditions shall be signed on each page and submitted with the technical bid as token of acceptance of terms and conditions.
6. The bidder shall pay Bid Security (EMD) of Rs 50,000.00 (Rupees Fifty thousand only) along with the technical bid by Demand Draft in favour of "BSEB PATNA" drawn on any Nationalized Bank/Scheduled Bank and payable at Patna. Bids received without Earnest Money deposit (EMD) shall stand rejected and thus shall not be considered for evaluation etc at any stage.
7. The bid security (EMD) without interest shall be returned to the unsuccessful bidders after finalization of contract.
8. As a guarantee towards due performance and compliance of the contract work, the successful bidder (agency) will deposit an amount equal to 10% of Annual Contract Value towards Security Deposit by way of demand draft/bank guarantee in favour of "BSEB Patna" drawn on any Nationalized Bank/Scheduled Bank and payable at Patna.
9. The EMD deposited by successful agency will be adjusted towards Security deposit as demanded above. If the successful bidder fails to furnish the difference/whole amount between Security Deposit and EMD within 15 (fifteen) days after the issue of Letter of Award of Work, his bid security (EMD) shall be forfeited unless time extension has been granted by BSEB, PATNA.
10. The EMD shall be forfeited if successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the contract.
11. The bid shall be valid and open for acceptance of the Secretary, BSEB, PATNA for a period of 120 days from the date of opening of the tenders and no request for any variation in quoted rates and/withdrawal of tender on any ground by successful bidder shall be entertained.
12. To assist in the analysis, evaluation and computation of the bids, the Secretary, may or may not ask bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.
13. After evaluation, the work shall be awarded normally to the Agency fulfilling all the conditions and who has quoted the lowest commission rate as described in financial bid format. In case two or more agencies are found to have quoted the same rates, the Secretary, BSEB, Patna shall decide about the agency to which the offer shall be granted based on the report on the past performance of the firm, and length of experience etc. The decision of the Secretary, BSEB, Patna shall be final.
14. BSEB, Patna shall reimburse the Agency to the extent of the amount of variation arising out of the upward revisions in minimum wages as per Labour Commissioner of India above the rates mentioned in the contract and derived statutory obligations thereof provided the documentary evidence is produced by the Agency making such payments to that extent only.

15. BSEB, PATNA reserves the right to accept or reject any or all bids without assigning any reasons. Director, BSEB, PATNA also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

D. Terms and Conditions :

1. The security services and provision for the tentative required manpower may be as under:-
Total Security Guards – 38, 16 in two shift and six in night shift, Security Guards with Gun – two, Security Supervisors - 2. However, this requirement may change .
2. The agency shall ensure that the security personnel deputed are healthy and not more than 55 years of age. The agency will get their antecedents, character and conduct verified and submit to the institute complete record of such verification reports.
3. The full particulars of the personnel to be deployed by the agency including their names and full addresses with their photo identity cards like Aadhar Card, Passport, Voter Identity Card shall be furnished to BSEB, PATNA along with testimonials before they are actually deployed for the job. Similarly, the agency will submit complete details and full addresses of each and every supervisory/executive authority involved directly or indirectly in whatsoever manner in the dealing/business with this Board and also of each and every individual Partner/ individual Director of the Agency.
4. The agency shall not deploy/substitute or shall discontinue any person(s), at any time without taking Institute into confidence.
5. A local representative of Agency shall be In-charge of the security system and shall be responsible for the efficient rendering of the service under the contract. The security personal shall be equipped with latest communication systems/mobile. Night Guards shall be equipped with proper protection and lighting devices. While working at the premises of BSEB, PATNA, they shall work under directives and guidance of the Institute and will be answerable to the Secretary. This will, however, not diminish in any way, the agency's responsibility under contract to the BSEB, Patna.
6. The agency shall deploy security guards trained in all facets of security work, including fire fighting. The Agency shall provide necessary undertaking and documentary evidence in this regard.
7. The visitors shall be regulated as per the directions of the BSEB, PATNA and procedure and records thereof maintained as stipulated BSEB Patna. Further, the visitors shall be attended with due courtesy.
8. A senior level representative of the Agency shall visit BSEB, PATNA premises at least once-a-week and review the service performance of its personnel. During the weekly visit, Agency's representative will also meet the representative of the Board, located at BSEB, PATNA, officer dealing with service under the contract for mutual feed back regarding the

work performed by his personnel and removal of deficiencies, if any, observed in their working.

9. The Agency shall ensure that any replacement of the personnel, as required by BSEB, PATNA for any reason specified or otherwise, shall be effected promptly without any additional cost to the BSEB, Patna. If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of BSEB, PATNA at Agency's own cost.
10. The Agency shall provide reasonably good uniform with name badges to its personnel deployed at BSEB, PATNA site at its own cost and ensure that they are used by the personnel deployed and are maintained in good condition. The incidentals, such as, belt, shoes, socks, caps, torch with cell, cane stick, gun, bullets, etc shall also be borne/supplied by the Agency at its cost.
11. The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to the interest of the BSEB, PATNA/Govt. of India/any State or any Union Territory.
12. The day-to-day functioning of the services shall be carried out in consultation with and under direction of BSEB, PATNA. Proposals for efficient functioning of the security systems shall be discussed, considered and implemented from time to time by the agency with approval of BSEB, PATNA.
13. The agency shall be solely responsible for compliance to the provisions of various Labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at BSEB, PATNA site or for any accident caused to them and the institute shall not be liable to bear any expense in this regard. The Agency shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by BSEB, PATNA for whatever reason. The Agency shall also be responsible for the insurance of its personnel. The security agency shall specifically ensure compliance of various Laws/Acts, including but not limited to with the following and their re-enactments/amendments/modifications:-
 - (a) The Payment of Wages Act 1936
 - (b) The Employees Provident Fund Act, 1952
 - (c) The Factory Act, 1948
 - (d) The Contract Labour (Regulation) Act, 1970
 - (e) The Payment of Bonus Act, 1965
 - (f) The Payment of Gratuity Act, 1972
 - (g) The Employees State Insurance Act, 1948
 - (h) The Employment of Children Act, 1938

(i) The Motor Vehicle Act, 1988

(j) Minimum Wages Act, 1948 etc.

14. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to BSEB, PATNA and maintain liaison with the police. FIR will be lodged by BSEB, PATNA, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility fixed.
15. The agency shall ensure that security staff appointed by them is fully loyal-to and assist BSEB, PATNA during normal periods as well as during strike and other emergencies for the protection of personnel and property both moveable and immovable to the entire satisfaction of the BSEB, Patna.
16. In case of any loss that might be caused to the BSEB, PATNA due to lapse on the part of the security personnel discharging security responsibilities will be borne by the Agency and in this connection, BSEB, PATNA shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to BSEB, Patna besides imposition of penalty. In case of frequent lapses on the part of the security personnel deployed by the contractor, BSEB, PATNA shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
17. In the event of any security personnel being on leave/absent, the agency shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities the agency shall make provision for leave reserve.
18. As and when BSEB, PATNA requires additional security strength on temporary or emergent basis, the agency will depute such security personnel under the same terms and conditions. For the same, a notice of two days will be given by BSEB, PATNA. Similarly, if the security personnel deployed by the agency any time are found absent from duty or sleeping or found engaged in irregular activities, BSEB, PATNA shall deduct the requisite amount at the pro-rata rates from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
19. The Board reserve every right to check authenticity of attendance claimed and also may devise any further methodology to safeguard the institute's interest. The agency shall cooperate in implementation of any such methodology. Regarding attendance, Institute's decision will be final.
20. The agency shall arrange to maintain at the security desk/booth, the daily shift-wise attendance record of the security personnel deployed by it showing their arrival and departure time. The Agency shall submit to BSEB, PATNA an attested photocopy of the attendance record and enclose the same with the monthly bill. Institute will be entitled to satisfy themselves regarding authenticity and factuality of claims of attendance by any reasonable methodology of their choice. If any discrepancy is found in attendance it may

lead to severe penalty or any action deemed fit by the institute including termination of contract.

21. The BSEB, PATNA shall pay the agreed amount on production of monthly bill and all necessary documents in triplicate. Payment of the bill will be based on the rates approved by BSEB, PATNA along with appropriate attendance sheet in respect of the persons deployed.

While submitting the bill the services provider must file a certificate certifying the following.

- i) Wages of each individual worker were credited to their respective bank accounts on respective date.
- ii) ESI Contribution relating to each individual workers amounting to Rs was deposited on respective date. (Copy of the details enclosed)
- iii) EPF Contribution relating to individual workers amounting to Rs Was deposited on (respective date) (copy of the details enclosed)
- iv) We are complying with all statutory Labour Laws including Minimum Wage Act of Central Govt.

The agency shall be absolutely responsible for the payment of salary, for the security staffs employed at BSEB, PATNA on or before 10th of each succeeding month. The company should provide the mandate form for ECS payment.

22. There would be no increase in rates payable to the Agency during the Contract period except reimbursement of the statutory wages revised by the Government.
23. The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department. No service tax will be payable by BSEB Patna as this institute comes under the negative list published by Service Tax Department.
24. The Security personnel deployed by the agency shall have at least the minimum elementary knowledge of reading and writing so as to be able to make entries in the registers kept at the security desk/booth whenever required and also to write their names in the attendance register and mark their arrival and departure by signing in the register.
25. In case of non compliance/non-performance of the services according the terms of the contract, BSEB, PATNA shall be at liberty to make suitable deductions from the bill without prejudice to its right under other provisions of the contract.
26. The agency shall be solely liable for all payment/dues of the Workers employed and deployed by it. The agency shall fully indemnify BSEB, Patna against all the payments, claims, and liabilities whatsoever incidental or directly arising out of or for compliance with or enforcement of the provisions of any of the labour or other laws to the extent they are applicable to establishment /work in BSEB, PATNA premises/facility.
27. In case of any dispute between the Agency and BSEB, Patna, BSEB, Patna shall have the right to decide. However, after exhausting arbitration option all matters of jurisdiction shall be at the local courts located at Patna.

28. In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a sole Arbitrator to be appointed by Secretary, BSEB, PATNA. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.

Note: These terms and conditions are part of the Contract/Agreement as indicated in the Agreement between '**Client**' (**First Party**) and the '**Agency**' (**Second Party**) and any non-compliance shall be deemed as breach of the Contract/Agreement.

POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

I/ We.....(name and address of the registered office)
do hereby constitute, appoint and authorize Sri/Smt
(Name and address) who is presently employed with us and holding the position of
..... as our attorney, to act and sign on my/our behalf to
participate in the tender no..... for

.....

I/ We hereby also undertake that I/we will be responsible for all action of
Sri/Smt..... undertaken by him/her during the tender process
and thereafter on award of the contract. His / her signature is attested below

Dated this the day of 201_ For

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

AFFIDAVIT

[in addition to affidavit mentioned in Technical Bid Format]

(On Non-Judicial Stamp paper of Rs. 1001

I, Son / Daughter / Wife of
Shri resident of
..... Proprietor/Director authorized signatory of
the agency/Firm (M/s), do hereby solemnly affirm and declare as
follows:

1. I am authorised signatory of the agency/firm and is competent to sign this affidavit and execute this tender document;
2. I have carefully read and understood whole tender document including all the terms and conditions of the tender and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. I/We further undertake that no case/enquiry/investigation is pending with the police/court/vigilance or any government body against the Proprietor/Partner/Director or the Company (Agency).
5. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of the Agency with whom the Government have banned /suspended/blacklisted business dealings. I/We further undertake to report to the Secretary, BSEB, Patna immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a Agency which is banned/suspended in future during the currency of the Contract with you.
6. I/We further undertake that our firm/company is fulfilling all the terms and conditions/eligibility criteria obvious/explicit or implied/implicit recorded anywhere in the tender document. If at any time including the currency of the Contract, any discrepancy is found relating to our eligibility or the process of award of the contract criteria, this may lead to termination of contract and/or any other action deemed fit by the Board.

Date:
Place:
Seal of the Agency

(Signature of the Bidder)
Name:
Designation
Address:

I/We do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

Deponent

DRAFT AGREEMENT FORMAT

TO BE MADE ON NON-JUDICIAL STAMP PAPER OF Rs. 1,500/-

This agreement numberis made at patna onday ofbetween Secretary, **BSEB**, patna acting throughhaving its office at BSEB Patna 800017 (hereinafter called “client”which expression shall,unless repugnant to the context or meaning thereof be deemed to mean and include its successors,legal representative and assigns of the **First Party**

and

.....having its registered office at

(hereinafter called the agency with expression unless repugnant to the context shall mean and include its successors-in-interest assigns etc.)of the second party.

WHEREAS the ‘Client’ is desirous to engage the ‘Agency’ for providing Security Services for BSEB, PATNA at PATNA on the terms and conditions stated below including any other relevant provision mentioned anywhere in this tender document [in case of any duality or discrepancy or contradiction between different provisions/expressions in this tender document, interpretation/decision made by the Client will be held supreme and unchallengeable and binding upon the Agency].

1. The Agency shall be primarily responsible for compliance to provisions of various Labour, Industrial and any other laws applicable and all statutory obligations such as Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI, etc relating to security personnel deployed in BSEB, PATNA. The ‘Client’ shall have only liability in this regards as Principal Employer as per provisions of concerned laws.
2. The Agency shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at BSEB, PATNA site. The ‘Client’ shall have no liability in this regard.
3. Board as Principal Employer is committed to pay the amount for the each security guard/supervisor employed through the agency [Immediate Employer] as the statutory wages plus other statutory claims stipulated by related Laws of the Land like Minimum Wages Act etc. in favour of employee in a manner deemed fit to ensure compliance of these laws.
4. This should be absolutely clear that the agency will have no right to deduct even a single paisa from the money to be paid by the institute for employees’ wages plus other statutory deposits. Any violation by the agency will construe criminal offence of cheating and will be dealt with accordingly.
5. The ‘Agency’ shall be fully responsible for timely monthly payment of wages and any other dues to the personnel deployed on BSEB, PATNA site.

Monthly payment to the Agency will be reimbursed by the Client only after detailed bill submission with documentary evidence of full stipulated payment in favour of each employee in form of take home salary plus statutory deposits. Client will additionally pay commission amount of the agency.

6. In case Client and/or any concerned statutory authority finds that amounts paid in favour of the employee is less than statutory provisions, the same will direct the agency to pay the balance amount in favour of employee and get it reimburse if due from the Client.
7. Irrespective of non-payment or delay in payment of previous monthly bills raised by the agency for whatsoever reason, agency will regularly monthly pay to the employees their last month take home salary and duly deposit their statutory deposits on or before 10th day of the current month. If the agency fails to pay said monthly wages to the employees till 10th day of current month, the agency may be penalised by the Client for an amount not less than rupees ten thousand per instance. If the agency fails to pay the employees even till the last day of current month, Client may even terminate the contract with 30 days notice. Repetitive delay in payment by the agency may attract blacklisting of the same too. Decision of Client in this regard will be held supreme and unchallengeable.
8. Any deliberate violation of any clause of contract or any terms and conditions mentioned anywhere in this tender document or suppression of facts will attract termination of contract without any reference or any notice period. In such cases the Client may choose to impose penalty upto 10% of the total annual value of contract or termination with penalty also.
9. In normal circumstances if any party wants to discontinue the contract at their sweet will, the same can be terminated by giving one month notice on either side.
10. Security deposit equal to 10% of the Annual contract value (refundable without interest after two months of termination of contract) in the form of Pay Order/Demand Draft or Bank Guarantee shall be furnished by the 'Agency' at the time of signing of the Agreement/Contract.
11. The security personnel provided by the 'Agency' will not claim to become the employees of BSEB, PATNA and there will be no Employee and Employer relationship between the personnel engaged by the 'Agency' for deployment in BSEB, PATNA site.
12. There would be no increase in commission rates payable to the 'Agency' during the contract period.
13. The 'Agency' also agrees to comply with annexed Terms and Conditions and amendments thereto from time to time.
14. The 'Agency' shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same. The 'Agency' shall keep 'Client' fully indemnified against liability of tax, interest, penalty etc. of the 'Agency' in respect thereof, which may arise.

15. In case of any dispute between the 'Agency' and 'Client', 'Client' shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Patna.

16. In case of any dispute between both parties, before going to court channel of arbitration will be exhausted first as per Arbitration Act. For the purpose arbitration process will be carried out through sole arbitrator appointed by the Client.

THIS AGREEMENT will take effect from day of and shall be valid for one year.

IN WITNESS WHEREOF both the parties here to have caused their respective common.

seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year mentioned above in Patna in the presence of the witness:

For and on behalf of the 'Agency'
Signature of the authorized Official
Name of the Official
Stamp / Seal of the 'Agency'
SIGNED, SEALED AND
DELIVERED
By the said
Name

For and on behalf of the 'BSEB, Patna'
Signature of the authorized Official
Name of the Official
Stamp / Seal of the 'Client'
By the said
Name

on behalf of the 'Agency' in presence
of
Witness
Name
Address_

on behalf of the 'BSEB Patna' in presence of
Witness
Name
Address

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

(To be executed by any scheduled bank, on a non-judicial stamp paper under bank's covering letter mentioning address of the bank)

**To,
Bihar School Examination Board,
Sinha Library Road, Patna - 800017**

In consideration of Bihar School Examination Board, Patna [hereinafter referred to as BSEB', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] having agreed to exempt M/s[Hereinafter referred to as 'supplier /contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns] from depositing with BSEB a sum of Rs. (Rupees.....) towards security / performance Guarantee in lieu of the said contractor having agreed to furnish a bank guarantee for the said sum of Rs. (Rupees) as required under the terms and conditions of contract / work order no dated

[hereinafter referred as the order'] placed by BSEB on the said supplier /contractor. We, the bank [hereinafter referred to as 'the bank' which expression shall include its successors and assigns] do hereby undertake to pay BSEB an amount not exceeding Rs.(Rupees) on the demand made by BSEB on us due to a breach committed by the said supplier /contractor of the terms and conditions of the contract /order.

1. We,..... the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from BSEB stating that there is a breach by the supplier / contractor of any of the terms and conditions contained in the order or by the reasons of the supplier's / contractor's failure to comply with the terms and conditions as stipulated in the order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the order and as regard to the amount due and payable by the bank under this guarantee, notwithstanding any dispute or disputes raised by the said supplier / contractor regarding the validity of such breach and we agree to pay the amount so demanded by BSEB without any demur. However, our liability under this guarantee shall be restricted to An amount not exceeding Rs..... (Rupees.....).

2. We,..... the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order and that it shall continue to be enforceable till the dues of BSEB under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till BSEB certifies that the terms and conditions of the order have been fully and properly carried out by the supplier / contractor and accordingly discharge the guarantee.

3. Wethe bank, undertake to pay to BSEB any money so demanded notwithstanding any dispute or disputes raised by the said supplier /contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said supplier / contractor shall have no claim against us for making such payment.

4. We the bank further agree that BSEB shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the order / contract or to extend time of performance by the said supplier / contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the BSEB against the said supplier / contractor and to forbear or enforce any of the terms and conditions relating to the order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier / contractor or for any forbearance, act or omission on the part of BSEB or any indulgence by BSEB to the supplier / contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. Our liability under this guarantee is restricted to Rs.....(Rupees) and shall remain in force up to unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry viz. . We shall be discharged from all liabilities under this guarantee thereafter.

6. This guarantee will not discharge due to change in the constitution in the bank or the said supplier / contractor.

7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to The Medical Superintendent, All India Institute of Medical Sciences, Patna.

8. We,the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BSEB in writing.

Signed on theday of.....

For the Bank

Signature

Witness:

Name(s) & Designation(s)

Name & Address