



क्षेत्रीय शिक्षा संस्थान, भुवनेश्वर
REGIONAL INSTITUTE OF EDUCATION, BHUBANESWAR-751022
(राष्ट्रीय शैक्षिक अनुसंधान और प्रशिक्षण परिषद्)
(National Council of Educational Research & Training)

TENDER SCHEDULE

Tender Advt. No - 329

Dated: 07.05.2018

For providing Security Services to RIE, Bhubaneswar by Private Security Agencies

Date of issue of Tender Document	08.05.2018 to 21.05.2018 (4.00pm)
Last Date & time for issue and submission of Tender Document	21.05.2018 by 5.00pm
Date & time for opening of Technical Bid	22.05.2018 at 11.00am
Date & time for opening of financial bid of eligible Technical Bid	24.05.2018 at 3.00p.m.

NOTE:

1. Tender documents are non-transferable and will be used by the Contractor to whom these are issued.
2. Tenderer/Bidder should ensure that he has received all the above papers.
3. All these documents are to be returned duly signed by the Tenderer/Bidder on each page while submitting the offer.

TENDER ISSUED TO:

M/s_____

Address:_____

Phone No._____

Administrative Officer

REGIONAL INSTITUTE OF EDUCATION: BHUBANESWAR

Tender Advt. No.329

Dated: 07.05.2018

NOTICE INVITING TENDER

Sealed tenders on with double bid system (Technical and financial Bid) are hereby invited from reputed and experienced firms/contractors/agency possessing valid license under Contract Labour (Regulation & Abolition) Act for providing SECURITY SERVICES to Regional Institute of Education, Bhubaneswar on contract basis. Presently, 30 (subject to change as per requirement) Security personnel are required for providing the Security Services for manning the gate/points and the property of R.I.E., Bhubaneswar.

The Agency Should be registered with Labour Deptt. Govt. of Odisha and should have ESI, EPF Code No., GST No. and PAN No. The agency should have annual turnover of Rs.3.00 Crore at least for the last 3 years that is 2015, 2016 & 2017 and minimum experience of 5 years in Security agency. The agency should have supplied security Staff of 30 or more for one client. The agency must be registered under PSARA Act 2005. The agency should have Solvency Certificate in the name of its Director/MD/Principal Employer of minimum value of Rs.10.00 Lakhs from the Revenue Department of Govt. of Odisha or any other competent Authority.

Tender form along with term and condition (Documents) can be collected from the C&W Section, Regional Institute of Education, Bhubaneswar-751 022 on payment of tender cost of Rs. 1000/- (Rupees one thousand only) which is nonrefundable through Bank Draft/Pay Order in favour of "General Fund Account, Regional Institute of Education, Bhubaneswar" on any working day (Monday to Friday) between 10:00 a.m. to 4:00 p.m. from 08.05.2018 to 21.05.2018. The tender documents can also be downloaded from this Institute website www.riebbs.ac.in & www.riebbs.ori.nic.in. Those bidders who wish to download the tender documents from the office website should furnish the tender cost of Rs.1000/- through Bank Draft/Pay Order in favour of "General Fund Account, Regional Institute of Education, Bhubaneswar" along with the Bidding Documents and EMD.

Sealed bidding documents (Technical Bid and Financial Bid) duly filled in as per the instructions on the tender document along with Earnest Money Deposit (EMD) of Rs. 50,000/- in the shape of an Account Payee Bank Draft drawn in favour of the "General Fund Account, Regional Institute of Education, Bhubaneswar" may be sent to the Section Officer, C & W section, Sachivalaya Marg, Bhubaneswar-751022 by post/ Hand in a sealed cover superscribing "Tender for Security Services." latest on 21.05.2018 by 5.00pm

Principal of RIE, Bhubaneswar reserves the right to reject any or all the tenders without assigning any reason there for.

For further details, please visit our website www.riebbs.ori.nic.in & www.riebbs.ac.in

ADMINISTRATIVE OFFICER

TECHNICAL PROPOSAL SUBMISSION FORM

(To be printed on Bidder's letterhead)

Date:

LETTER OF BID

To

The Administrative Officer
Regional Institute of Education
Sachivalaya Marg, Bhubaneswar-751 022

Ref: Invitation for Bid for providing Security services RIE, Bhubaneswar.

We, the undersigned, declare that:-

1. We have examined and have no reservations to the Bidding Documents.
2. We offer to execute in conformity with the Bidding Documents for providing SECURITY SERVICES for RIE (NCERT), Bhubaneswar.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline, in accordance with the Bidding Documents, and it shall remain binding upon us and maybe accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India, State Govt. of Odisha or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorized Signatory

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding contractor)

Full Name and Designation

(To be printed on Bidder's letterhead)

INSTRUCTIONS TO THE BIDDERS:

1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding/Tender Document Purposes, 'Regional Institute of Education, Bhubaneswar shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to as 'Contractor' and/or Bidder or interchangeably.
- 1.2 The sealed bidding documents should be delivered in the C&W Section of this Institute by the stipulated date and time. Tender Documents may be collected from C&W Section on payment of Tender cost of Rs. 1000/- (Rupees One Thousand only) through Bank Draft/Pay Order in favour of the "General Fund Account, Regional Institute of Education, Bhubaneswar" on any working day before date 21.05.2018.
- 1.3 The tender document may also be downloaded from this office website www.riebbs.ori.nic.in & www.riebbs.ac.in. Those bidders who wish to download the tender document from the office website should furnish the tender cost of Rs.1000/- through Bank Draft/Pay Order alongwith the bidding documents and EMD of Rs. 50,000/- (Rupees Fifty Thousand only)
- 1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.5 Each page of the tender documents must be stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the Client. NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.
- 1.6 The bidder shall attach the copy of the authorization letter/power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.7 All bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD Rs.50,000/- (Rupees Fifty Thousand only) or any other requirements, stipulated in the tender documents are **liable to be rejected**.
- 1.8 The Contractor registered under the provisions of Contract Labour (Regulation & Abolition) Act shall only be eligible to get this contract.
- 1.9 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and Regional Institute of Education, Bhubaneswar.
- 1.10 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter the Bidder's solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.11 The requirements of Security is tentative and may increase or decrease at the sole discretion of the competent authority of the Client.

2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- a. **Legal Valid Entity:** The bidder shall necessarily be a registered contractor holding valid license under Contract Labour (Regulation & Abolition) Act for the work of providing SECURITY SERVICES and be legally valid entity either or in the form of a limited company or a Private Limited Company registered under the Companies Act 1956. A proof for supporting the legal validity of the Bidder shall be submitted.
- b. **Registration:** The Bidder should be registered with the Income Tax, service tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.
- c. **Clearance:** The Bidder should also have clearance from Sales/Service Tax/GST and Income Tax Department. Relevant proof in support shall be submitted.
- d. **Experience:** The Bidder should have experience in the similar field of providing SECURITY SERVICES in the Government Departments/Public Sector (Central or State) for the last five consecutive years. In case no bidder has provided government experience/public sector experience, then the bidders with experience in reputed organizations may be considered by the competent authority of the Client.
- e. **License:** The Bidder should have License issued by Govt. of Odisha under Private Security Agency Regulation Act (PSARA) 2005 to engage in the business of Private Security agency.

2.1 Documents supporting the Minimum Eligibility Criteria:

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a) above, attested copy of Certificates of incorporation issued by the respective registrar of firms/companies.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copies of PAN, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested copies of Clearance Certificate (Last three years returns) from Sales/Service Tax /GST, Income Tax Department shall be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copy of experience certificates for completed work/ongoing work issued by the Government Departments/PSUs shall be acceptable. The bidder has to submit the relevant work experience certificates for the last 5 years.
- (v) In proof of having fully adhered to minimum eligibility criteria at 2(e), attested copies of the License to engage in the business of Private Security agency issued by Govt. of Odisha under PSAR 2005.
- (vi) Attested copy of the audited balance sheets for the completed three financial years i.e. for 2014-15, 2015-16 and 2016-17. (However, in support of 2017-18, an attested and signed copy of provisional balance sheet shall be acceptable.

- (vii) Attested copy of Security wages roll and EPFO Challan in support of available Security (duly submitted to EPFO) in respect of the previous four quarters shall be acceptable.

3. EARNEST MONEY DEPOSIT

- 3.1 This bids should be accompanied by an Earnest Money Deposit of Rs. 50,000/- (Rupees fifty thousand only) in the form of Demand Draft of any nationalized bank. The validity of the Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Demand Draft shall be in favour of "General Fund Account - Regional Institute of Education, Bhubaneswar.
- 3.2 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Institute in respect of any previous work shall be entertained.
- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.4 **The bids without Earnest Money shall be summarily rejected.**
- 3.5 No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.6 **The bid security may be forfeited:**
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
 - (ii) In case of successful bidder, if the bidder:
 - (a) Fails to sign the contract in accordance with the terms of the tender document.
 - (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
 - (c) Fails or refuses to honor his own quoted prices for the services or part thereof.
 - (iii) Irrespective of the above, if any of the information, details, documents, etc. is found to be incorrect/forged/fabricated, the RIE (NCERT), Bhubaneswar shall be entitled to forfeit the earnest money.

4. VALIDITY OF BIDS

Tenders submitted by the Contractor/Bidder shall remain valid for 120 days from the date of opening for the purpose of acceptance and award of work and validity beyond 120 days shall be by mutual consent.

The Principal, Regional Institute of Education, (NCERT), Bhubaneswar does not bind himself to accept the lowest tender or any other tender and reserves to himself the right of accepting the whole or any part of the tender without assigning any reasons and the Tenderer/Bidder shall be bound to comply with the same at the rates quoted.

Canvassing in any form in connection with the tender is prohibited and the tenders submitted by the contractors/bidders who resort to canvassing are liable for rejection.

5. PREPARATION OF BIDS

5.1 Language: Bids and all accompanying documents shall be in English.

5.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document along with all required information, documents in support of the minimum eligibility criteria, Valid EMD of requisite amount.

Documents comprising the Bid:

- a. Technical Bid Submission Form duly signed and printed on Contractor/Firm's letter head.
- b. Signed and Stamped on each page of the tender document.
- c. Contact Details Form, duly filled and signed.
- d. Financial Capacity form - filled in signed and stamped.
- e. Earnest Money Deposit of amounting to Rs. 50,000/- .
- f. All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in para 2 and 2.1above.

The Technical Bid should then be kept in a **separate sealed** envelope, superscribed as "Technical Bid for Tender No._____ dated _____ with the Name and address of the Bidder.

5.3 **Financial Bid:** Bidder should prepare financial Bid in the Proforma as provided in the Tender Document. Then the financial bid should be kept in a **separate sealed** envelope, superscribed "Financial Bid for Tender No._____ dated_____ with the Name and address of the Bidder.

6. SUBMISSION OF BIDS

6.1 The Bidder shall submit his bid in a sealed envelope containing **two separate sealed** envelopes consisting of (i) Technical Bid and (ii) Financial Bid, clearly subscribing so and the two envelopes shall be kept in another single sealed envelope and duly superscribed.

6.2 The sealed Bid shall be submitted not later than 5:00 p.m. on 21.05.2018 & addressed to The Administrative Officer, Regional Institute of Education, Bhubaneswar - 751 022 superscribing "**Tender for SECURITY SERVICES**".

6.3 Bidders sending their bids through courier should also ensure that their bids are received on the said address by the stipulated date and time. No time extension shall be granted.

6.4 Bids must be received in the office at the address specified above not later than the date and time stipulated in the notification. No Bid shall be accepted after the aforesaid date and time. However the competent authority of the office of the RIE reserves right to extend the date/ time for receipt of bids, before opening of the Technical Bids.

6.5 Late Bids: Any Bid received by the office after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

7. BID OPENING PROCEDURE

- 7.1 The Technical Bids shall be opened in the Staff Common Room of the Institute at 11:00 a.m. on 21.05.2018 by the Committee authorized by the competent authority of the RIE in the presence of such bidders who may wish to be present or their representatives.
- 7.2 The financial bids of only those bidders whose Technical Bids are qualified, shall be opened on 24.05.2018 at 3.00 PM in the Staff Common Room by the Committee authorized for the purpose by the competent authority of the RIE.
- 7.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 7.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 7.5 All the presented Bidders or their representative shall be required to sign the main bid envelope to ensure the correctness of the bid.
- 7.6 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meets the minimum eligibility criteria as specified in the Tender Document.
- 7.7 Refusal to sign the bid envelope by the bidder or his representative may disqualify his bid based on the decision of the Tender Opening Committee.
- 7.8 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bid.
- 7.9 Invalid Bids shall be returned on the spot, if the bidder or his representative is present. In other cases, the bids shall be dispatched by speed post to their address with the remarks of the Tender Opening Committee.
- 7.10 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

The contractor's normal jobs shall be as following out Terms and Conditions:-

1. The Contractor shall be responsible for all injuries and accidents to persons employed by him. He will also cover his personnel for personal accident whilst performing the duty.
2. The Contractor shall be responsible for the good conduct and behavior of its employees. If any employee of the Contractor is found undutiful and misbehaving with the supervisory staff or any other staff members, Students and residents of the Institute campus the contractor shall terminate the services of such employees at their own risk and responsibility as per the orders of the Principal of the Institute. The Contractor shall issue necessary instruction to its employees to act upon the instructions given by the Security Supervisor and higher authorities of the Institute.
3. The Contractor and its staff shall take proper and reasonable precautions to preserve from loss, deduction, waste or misuse the areas of responsibility given to them by the Institute and shall not knowingly lend to any person or company any of the assets of the Institute under its control.
 - a. In the event of any loss being caused to the Institute on account of negligence/derelection of duties by the Contractor or Contractor's employee, the same shall be established after a joint inquiry comprising of the representative of the Institute and the Contractor. The Institute should get the compensation from the Contractor, up to the value recovered from the Contractor's current insurance cover.
 - b. The Contractor will not be held responsible for the damages/sabotage caused to the property of the RIE, Institute due to riots/mobs/armed dacoit's activates or any other events of force majeure (Act of God such as earth quake, flood etc.) whether or not of the same nature.
4. The Contractor shall not appoint any sub-contractor to carry out any obligations under the contract.
5. The Contractor or his representative shall take day to day instructions from the Security Supervisor/Section Officer, C & W Section.
6. If the Contractor fails to implement the assigned jobs or parts thereof or Standard Operation Procedures to the satisfaction of the Authorities of the RIE, Bhubaneswar or any officer nominated by him or on any day in any part of the areas assigned, he shall be penalized by imposing a fine. The contractor shall provide replacement in case the employee of the contractor is proceeding on leave. This will be at no additional expense to the RIE, Bhubaneswar. In case of any absence on duty the contractor shall be penalized by imposing a fine of Rs.593/- per Guard per day. This will be in addition to the penalty for non implementation of schedule of services as mentioned above. This will also be in addition to the claim of the institute as mentioned above in para 4.
7. None of the employees of the Contractor shall enter into any kind of private work at different locations of the Institute during working hours or otherwise, failing which penalty as stipulated in the above terms and

conditions shall be imposed, without giving any notice, The amount of penalty shall be deducted from the monthly bills.

8. The employees of the Contractor shall be of good character and of sound health. The maximum age limit is 50 years. The security staff provided should have knowledge of Fire Fighting, First Aid and good driving skill for Scooter/Motor Cycle with valid basic licenses.
9. The Security Guards should be literate and educated (Preferably 10th pass).
10. The Contractor shall maintain a complaint Book which will be made available to the Security Supervisor /higher authorities.
11. In the event of revision of rates by Central Govt. at any time, the same rates will accordingly be revised/enhanced with provision of proportionate changes in (a) relieving charges (b) services (C) EPF/ESI etc. The 'Onus' for producing the copy of notification of Central Labour Commission situated at Bhubaneswar, will lie on the Agency.
12. Contractor shall abide by all laws of the land. The Security agency shall specifically ensure compliance of various laws and Acts including but not limited to with the following and their reenactments /amendments /modifications.
 - I. The payment of wages Act, 1936
 - II. The Factory Act, 1948
 - III. The Workmen Compensation Act 1923
 - IV. The EPF Act. 1952.
 - V. The Contract Labour (R & A) Act, 1970, Rules 1971.
 - VI. The payment of Bonus Act 1965.
 - VII. The payment of Gratuity Act 1972.
 - VIII. The Equal Remuneration Act.1976.
 - IX. The ESI Act, 1948.
 - X. The Industrial Dispute Act, 1947.
 - XI. The Employment of Children Act, 1938.
 - XII. The Motor vehicle Act, 1988
 - XIII. The Hour of Employment Regulation.
 - XIV. Regulation of Employment and Welfare Act,1969.
 - XV. Minimum Wages Act, 1948.
 - XVI. Income Tax, Service Tax, Companies Act.

And all other obligations that rejoin in such cases and is not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the Contractor, and it shall not involve the Institute in any way whatsoever.

13. The manpower proposed to be deployed by the Contractor shall be subject to screening by the Institute, to ascertain their antecedents, suitability and skills. Before deploying a person in the Institute, the contractor shall furnish his complete particulars and obtain written approval of the Authorities of the Institute. The Institute reserves the right to interview the persons (s) if considered necessary, before selection of appointment.
14. The Institute reserves the right to ask and require the contractor to remove any person deployed by the contractor, without assigning any reason/notice.

- 15.No rest Room/residence facility of any kind shall be provided by the Regional Institute of Education, Bhubaneswar to any of the security staff or contractor personnel.
- 16.Duration of the contract shall be initially for three months subject to appraisal and review by the RIE Authorities and in case the performance is not found satisfactory, the contract shall be terminated even before three months by giving notice of one month to this effect. However, the contract can also be terminated by giving a written notice of 30 days by either side. A record of every lapse small or big shall be maintained by the Security Supervisor and a monthly meeting of the representative of the firm/Agency with Section Officer, C &W Section/Security Supervisor for compliance.
- 17.The Contractor shall in no case pay his employees less than the minimum wage rates per month. The payment should be made by RTGS to the personal account of the Security Guards and a record of that should be attached with the monthly bill. In case the contractor fails to make timely payment to its employees, or any employee of the contractor reports to the Institute regarding non-payment of dues, the Institute on being satisfied of the complaint shall interact with the employees of the contractor directly and suitable deductions shall be made from the amount to be paid to the contractor.
- 18.The contractor shall supply uniforms (all weather) with name plates to the persons engaged by him. The Institute shall not allow any employee of the contractor to work inside the Institute without the uniform. If during the period of contract the uniform is torn out, it shall be the responsibility of the contractor to supply another uniform to the persons and he should ensure that the persons wear them while they are on duty in the Institute. The Contractor shall issue identity card of each Guard duly counter signed by the Section Officer/ Security Supervisor. It would be the responsibility of the contractor to incur expenses of Danda (lathi), Torch, Pen, Diary, and Whistle for its staff.
- 19.The Security Guards shall be required to work on a three shifts basis. (8*3=24 hrs) No Security Guard will be allowed to perform duty in 02 shifts on a continuous basis. If any Security Guard is found to have performed continuous duty on any day, he will not be allowed payment for the same and necessary deductions as per Para-7 above would be made. No Security Guard shall work for more than the working hours specified by labour laws.
- 20.The Contractor shall deposit an amount of Rs.50,000/- (Rs. Fifty thousand only) as Security posit with the Institute for the entire duration of the contract. The Contractor shall also provide a bank Guarantee to the Institute equivalent to one month's wages.
- 21.The Contractor will get all the staff deployed, verified of their antecedents, through Police and a certificate to this effect be furnished by the Contractor to the Institute before deployment of the staff. The contractor should maintain proper record/documents of the same. A complete bio-data with photograph of each Guard(30 Members) should be provided in the Office Prior to the deployment.
- 22.The firm/agency shall have a properly setup office. It should be professionally run organization and not a garage operation. The office shall have effective communication facilities like telephone, Fax,

Mobile, E-Mail and Vehicles and the company should have a 24 hrs manned control room, to ensure a quick response.

23. The firm/agency shall have proper standards and procedures of recruitment.
24. The firm/agency shall have a proper system of checking the guards on duty, day and night for every shift, Records of the same should be effectively maintained and shortcomings if any should be immediately rectified. This will be verified by the Security Supervisor daily.
25. Contractor will apply to the Labour Commissioner for obtaining a labour license and will submit a copy of license to Section Officer, C & W Section within 30 days from the date of issue of the award of contract.
26. Any legal disputes will be subject to jurisdiction of Odisha Court.
27. The security services of the firm/agency should provide the following as enumerated:-
 - a) Protection of property of the Institute within the boundary of RIE, campus and personnel (faculty, staff, students, official visitor and residents) of the Institute against willful harm.
 - b) Protect property/cash/documents of the Institute against burglary/theft etc.
 - c) Regulate access control at main-gates, prevent mis-use of Institute grounds, preventing tress-passing, unauthorized parking, unauthorized construction, **aquatting in** the Institute Campus, prevent vandalism. Ensure proper & timely reporting of violations to Security Supervisor/SO,C & W / Institute Authorities.
 - d) **Prevent loss that is on account of lapse in “ access control measures” at Gates of the Institute.**
 - e) Undertake fire fighting operations.
 - f) Regulate parking of vehicles in designated areas of the Institute.
 - g) Provide security during official and social functions inside the RIE.
 - h) Provide security for specific functions within the Institute.
 - i) The agency should have an insurance cover from insurance firm/agency for public liabilities and thefts.
 - j) The firm/agency should be able to provide extra security Guard as per requisition of the Institute.
 - k) The job of Keeping the key of some rooms to open beyond office hour and holidays as per official Instruction to on duty Guard.
 - l) Carry out other duties as and when assigned by the Authorities of RIE or there nominee in the interest of Security of Institute.
28. Adherence to the Standard Operating Procedures given by the Security Supervisor which may be modified from time to time depending on situation.
29. The firm/agency shall perform all the assigned jobs to the satisfaction of the Institute and shall be **liable for any loss or damage to Institute as stated herein.**
 - a. The firm/agency and its staff shall take due steps and precautions to prevent loss, destruction, waste and misuse of the areas of responsibility given to them and not knowingly lend to any person or firm/agency, any assets of the Institute under its control.
 - b. In the event of any loss being caused to the Institute that is prime-facie on account of the negligence and or dereliction of duties by

the employee of the firm or its staff, a joint Committee comprising of one to four representatives of the Institute and one person of firm/agency shall determine reason/cause of loss etc. In that case, the compensation has to be paid to the Institute by the firm/agency. The recommendations of the joint committee will be subject to the approval of the Principal, RIE, Bhubaneswar, or his nominee.

30. The liabilities upto Rs. 1 lakh will be met by the firm/agency through an insurance cover, if it has one, which would specifically enable payment of compensation to the Institute. For the losses suffered due to negligence or poor performance by the firm/agency and the compensation will be as per insurance rules. Alternatively it should be covered by the firm/agency by itself. However the firm/Agency will not be held responsible for the damage caused due to natural calamities like lightning, earth quake, flood etc.
31. RIE, Bhubaneswar premise is ***NO SMOKING ZONE***. No security staff of the firm/agency should be found Smoking, chewing beetle, taking Gutka or intoxicants/drugs etc. on duty.
32. Any other contingency & situation arising while protecting the Institute's property and any work assigned by Security Supervisor from time to time.

Arbitration

1. Any claims, disputes and differences (Including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorities Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the Principal, RIE, Bhubaneswar in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Bhubaneswar and the decision of the arbitrator shall be final and binding on the parties.
2. Jurisdiction of Court:- This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Odisha.

**REGIONAL INSTITUTE OF EDUCATION
BHUBANESWAR**

CONTRACT AGREEMENT

This Agreement is made on this..... Between the RIE, Bhubaneswar (hereinafter referred to as the Institute) and m/s..... (Herein after referred to as the contractor).

The Parties here to agree to abide by the following terms and conditions for providing nos. of security guards for manning gates and property of the Institute.

1. The Contract for security services shall be made for a period of one year w.e.f subject to satisfactory performance of the guard (Civilian/Ex-servicemen) in providing security services as per following terms and condition to the institute.
2. The contract may be extended for a further period as determined by the Principal, RIE, Bhubaneswar subject to his satisfaction and discretion.
3. The contract can be terminated by either party by giving 30 days notice during the contract period or after the expiry of the extended contract. The contractor shall not be entitled to any notice during the extended contract period. During the period of notice or extended contract period and till the appointment of another Agency, the Contractor would continue to discharges its duties and obligations.
4. The Regional Institute of Education, Bhubaneswar in no case shall provide any residential facility, room(S) or so to any of the Security Guards. The Provision of their rest etc. is already available at the security points.
5. The personnel deployed shall be preferably Civilian/ex-serviceman and maintain regular record of all personnel in the Institute.
6. The Contractor shall make adequate arrangements for deployment of security Personnel (Civilian/Ex-serviceman) in shifts of 8 hours each and ensure utmost efficiency in the services. The contractor shall not engage any guard for more than 8 hrs per day. The contractor shall submit one day in advance, duty roster indicating the names of security personnel and other relevant details or otherwise to be deployed on each post to the Security Supervisor of the Institute and also ensure their deployment on each day. The Security personnel shall be deployed on rotation basis of months only. After every six months the security personnel shall be replaced by a fresh set of personnel so as to prevent unhealthy familiarity, which may come in the way of efficient discharge of duties. That, the contractor shall deploy his persons in such a way that they get weekly rest. The working hours do not violate relevant provision of shops and establishment Act. The Contractor shall in all dealing with the persons in his employment have due regard to all recognized festivals/National holidays/days of rest and religious or other customs.
7. The Institute authorities will carry out surprise checks as and when required. The Security guards will maintain a logbook on which shift wise entries will be done. In case of submission of wrong information found in

the logbook, the Institute may impose a penalty upto 50% of the total wages due to the agency for that particular day.

8. None of the security personnel of the Contractor shall enter into any kind of private work inside campus of the Institute.
9. The Contractor shall take day to day instructions from the Security Supervisor or any other officer so designated by Principal, RIE and scrupulously follows the instruction and abides by them.
10. If the contractor fails to implement the schedule of service to the satisfaction of the Institute on any day in any part of the areas assigned, the Contractor shall be penalized by fine, which shall be deducted from the monthly bills of the agency.
11. The Security personnel deployed by the security Agency shall be of good antecedents and health. The Security Guards (Civilian/Ex-Servicemen) should be medically fit and may be examined medically every six months by an authorized medical practitioner. Violation of this clause may attract imposition of penalty as defined in para-10 above.
12. The total monthly emoluments payable for various categories of staff deployed on contract basis shall be as per charges mentioned in the "Schedule" which shall include actual payment to the deployed staff by the Contractor as agreed upon with the Institute. The acquaintance roll shall be made available for inspection to the Institute and a copy of the same is to be enclosed with claim bill of the Agency every month.
13. The Contractor shall provide proper uniforms to security staff. They shall wear neat and tidy uniform while on duty. The security staff should be provided by the firm with the Name Plates/badges, Identity Card, Whistle, Torches with cell at night for performance of their duties. During duty hours, the security guard shall also be provided with and keep 3.5 ft. lathi with him.
14. The Contractor shall be bound to remove any of the deployed person(s) and replace by another person(s) as and when ordered to do so by the designated officer of the Institute.
15. The Contractor shall be solely responsible for the conduct and integrity of the personnel deployed and liable to compensate the Institute for any loss/damage cause to it on account of any dereliction of duty on the part of the personnel or otherwise. If any deployed person is found misbehaving with the supervising staff or any of the members of the Institute, the Contractor shall replace the service of that person(s) forthwith at their own risk or responsibility. Antecedents of the security guards provided shall be duly got verified from the concerned Police Station. The Contractor shall compensate the Institute for any damage caused to the Institute, which is attributable to negligence or otherwise on part of the staff of contractor. In case of any dispute as to whether the personnel have been negligent in discharge of their duties, the decision of the Institute shall be final and binding upon the Contractor. Losses occurred due to the negligence of a personnel deployed by the Contractor shall be compensated and compensation shall be determined by the Institute to estimate the losses, the contractor shall furnish a security Deposit of Rs.50,000/- (Rupees Fifty thousand only) (Refundable on termination of contract) to Institute to indemnify such losses.

16. The Contractor shall not file any affidavit with municipal authority or court in case of any challan without prior intimation/approval of the Institute.
17. The contractor shall submit an affidavit on non-judicial stamp paper duly attested by Notary stating that the payment of ESI, Group insurance; Provident Fund and other benefits have been deposited for each employed person with the concerned authorities. Contractor shall be responsible for making compensation/payments for claims of PF/ESI to be made to the security personnel. The Institute shall not be responsible of any of the above statutory deductions.
18. That the Institute shall reimburse the amount of monthly wage, all statutory charges if any paid by the contractor to the concerned authorities on account of the services rendered by him to RIE on production of deposit proof of the same by the contractor.
19. That Income tax will be deducted by the Institute from the monthly wage bills as applicable from time to time.
20. All the staff deployed for the security in various shifts shall be as per the Institute's requirements. They shall be deployed in consultation with the Security Supervisor of the Institute.
21. Deduction in the amount payable to Contractor shall be made due to absence from duty by any security staff or for unsatisfactory service rendered by the Contractors. The Institute shall determine the amount of deduction and the reason for deduction shall be intimated to the contractor. The amount deducted from these purposes shall be final and binding on the Contractor.
22. The earnest money deposited shall be forfeited in case the Contractor fails to execute a formal contract agreement to commence the work by deploying required personnel by the date specified in the letter of award.
23. The Contractor should execute the agreement (on a non-judicial stamp paper of Rs.100/-) within 15 days from the date of issue of letter for award.
24. The Institute shall not be responsible for any injury or loss of life occurring (during the performance of security duties in the premises mentioned above) to any personnel deployed by the Contractor. Any compensation or expenditure towards treatment for such injury or loss of life or otherwise shall be borne by the Contractor and will be the sole responsibility of the contractor.
25. Company shall abide by all laws of the land including, labour laws, Companies Act. Tax deduction liabilities, Welfare Measures of its employees and all other obligations that enjoin in such cases and are not enumerated and define herein, though any such onus shall be inclusive responsibility of the Company, and it shall not involve the Institute in any way whatsoever.
26. The rates mutually agreed to by the parties will remain the same throughout the contract period. However, in the event of any enhancements in the minimum wages by Central Labour Commission situated at Bhubaneswar, the rates may be accordingly revised or varied to cover the increased costs to the Contractor arising on account of the said increase in the minimum wages.
27. The Institute shall pay for..... nos. of (Civilian/Ex-servicemen) Security Guard Rs.per month including EPF, ESI to the agency.

The number of security guards can be increased or decreased as per requirement of the Institute.

28. The Contractor shall ensure for security and protections to all properties and personnel of the Institute and will be responsible for the entire Campus.
29. The contractor shall abide by all laws of the land including, labour laws, companies act, tax deduction liabilities, welfare measures of its employees and all other obligations that are obligatory in such cases and are not essentially enumerated and defined herein The Institute shall not have any liability towards non-compliance of any of the laws by the Contractor, which are applicable in this regard.
30. The Contractor shall indemnify and keep indemnified the Institute, from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the institute the body, authority whomsoever and all duties, penalties levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Institute may now or hereafter be liable to pay, incurred sustain by virtue of or as a result of the performance or observance or non-observance of any of the terms and conditions of the contract by the Contractor. Without prejudice to the other rights, the Institute will be entitled to deduct from the other dues payable to Contractor, the amount payable by the Institute as a consequence of any such claims, demands, costs, charges and expenses. The Institute shall not be responsible for death, injury or accident to any employee of the contractor which may arise out of or in the course of their duties on or about the Institute property and premises and in the event any damages or compensation in respect of such employee becomes payable, the Contractor hereby agrees to pay to the Institute such damages or compensation upon demanded.
31. It is hereby declared that Contractor is for the purposes of this contract an independent contractor and all person employed/engaged by him in connection with the obligation under the contract shall be contractor's employees and not of the Institute.
32. The Contractor will undertake and declare that, in the event the workmen/employees/persons engaged to carry out the purposes hereof, attempt to claim employment with the Institute or attempt to be declared as employees of Institute or attempt to become so placed, than in all such cases he will assist the Institute in defending all such attempts of the contractor's employees and shall bear and pay solely and absolutely all costs, charges and expenses including legal charges incurred or which may be incurred in defending all such attempts and in any appeal or appeals filed by the Institute, therein or relating thereto and Contractor will indemnify forever the Institute against all such costs, charges and expenses including legal charges and against all/any loss expenses or damages, whether recurring or not, financial or otherwise, caused to or incurred by the institute as a result of such attempt by the Contractor's employees.
33. It is hereby agreed that the Institute shall be entitled to set off any debt or sum payable by Contractor either directly or as a result of various liability to the Institute against any money payable or due from the

Contractor to the Institute or against any money payable or remaining with the institute and belonging to contractor.

34. All disputes and claims shall be settled by arbitration, in accordance with the provisions of the arbitration law in force or any statutory requirements thereof and shall be referred to the sole Arbitrator to be appointed by the institute. The security agency shall not be entitled to raise any kind of objection whatsoever, in the event of the Institute deciding to appoint any officer or employee of the Institute as the Sole Arbitrator. The award given by the arbitrator shall be final and binding on both the parties i.e. Institute and the Contractor.

Signed on behalf of the Contractor

Signed on behalf of RIE, Bbsr

WITNESS

WITNESS

TECHNICAL QUALIFICATION CRITERIA

The tendering SECURITY SERVICES must fulfill the following technical specifications in order to be eligible for technical evaluation of the bid:

- (i) The Registered Office or the Branch Office of the SECURITY SERVICES should be located in Bhubaneswar or in any of its nearby Satellite Towns. An attested copy of the registration certificate of offices shall be enclosed.
- (ii) The SECURITY SERVICES Agency must have a minimum of 05 years experience in supplying SECURITY SERVICES to reputed private companies/Public Sector Companies/Banks/Central and State Government Departments. Details of contracts relating to supplying of man power to Central Govt./Semi Govt. PSUs/Bank/reputed private firms in last five years along with attested copies of the supply order shall be enclosed.
- (iii) The SECURITY SERVICES providing Agency should have a minimum annual turnover of Rs.3.00 crore for any one year during the last three years. A copy of turnover statement duly certified by the C.A must be enclosed with the tender document.
- (iv) The Agency should have its own Bank Account. Certified copy of the account for the last three years issued by the Bank shall be enclosed.
- (v) The Agency (not individual) should have a PAN number. Certified copy of the PAN card shall be attached with the Bid document.
- (vi) Certified copy of the GST registration shall be attached with the Bid document.
- (vii) The Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts. Certified copies of the registration with EPF and ESIC shall be enclosed with the tender document.
- (viii) The Agency must be registered under Contract Labour (Regulation & Abolition) Act 1972. Registration & License No. of the agency must be submitted along with the documents.
- (ix) Preference will be given to the firms located in Odisha on administrative ground.

Criteria for evaluation of Tender:

The evaluation of Technical Bid will be done by considering the parameters listed in the Proforma for Technical Bid. Parameters at S. No. I to IX are essential in order to be eligible and only those bidders who meet the requirements and provide documentary proof of the same will be considered for evaluation against the other parameters which are indicated at S. No. 13 to 16.

After evaluation of Technical Bid, those firms qualify in the technical bids; Financial Bids of those firms will be opened.

PROFORMA FOR TECHNICAL BID

1	Name of Agency	
2	Profile of the agency	
3	Name of proprietor/Director	
4	Full Address of Registered Office a. Telephone No. b. Fax No. c. E-mail Address	
5	Full Address of Operating/Branch Office a. Telephone No. b. Fax No. c. E-mail Address	
6	Banker of Agency with Full Address (Attach certified copy of Account for the last three years issued by the Bank) Telephone number of Banker	
7	Registration No. of the Agency under the Companies Act (Attach attested copy of the Registration)	
8	Registration and Licence No. of the Agency under Contract Labour (Regulation and Abolition) Act, 1972 (Attach attested copy of the Registration)	
9	PAN No. of the firm/agency (Attach attested copy of PAN card of the Agency)	
10	GST Registration No. (Attach attested copy of the registration certificate)	
11	EPF Registration No. (Attach attested copy of the registration certificate)	
12	ESI Registration No. (Attach attested copy of the registration certificate)	
13	Registration No under PSARA Act 2005(Attach attested copy of the registration).	

14. Financial turnover of the Agency for the last 03 Financial Years: Copy of the IT Returns filed during last 03 Financial Years and copy of the turnover statement of last three years duly certified by Chartered Accountant to be attached.

Financial Year	Amounts	Remarks, if any
2014-15		
2015-16		
2016-17		

(Attach separate sheet if space provided is insufficient)

15.	Office of the Contractor/Agency across the country Attested copies of the registration certificate of branch offices shall be enclosed)	
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16. Number of Employees on the rolls of the Agency (Proof thereof may be enclosed)

Financial Year	No. of Employees (category-wise break-up may be provided in separate sheet)
2014-15	
2015-16	
2016-17	

17. Details of major contracts with Central Government/State Governments/PSUs/ Reputed Private Firms handled by the bidder for providing SECURITY SERVICES during the last five years in the following format (attested copies of the last five years work award may be enclosed):

S. No.	Details of client alongwith address, telephone No. and FAX No.	Amount of contract	Duration of contract		Nature of contract	
			From	To	Type of manpower provided	No. of persons deployed
1						
2						
3						
4						
5						

(Attach separate sheet if space provided is insufficient)

Date:

Place:

Signature of Authorized person

Name & Seal :

PROFORMA FOR FINANCIAL BID

Name of Work : Job contract relating to Providing SECURITY SERVICES to Regional Institute of Education, Bhubaneswar as per the details given in the scope of work mentioned in the enclosed Tender Document.

The Agency is required to submit a price bid in the following format only:

S. No.	Description	Rate
1	Monthly wages (30 days) per Security Guard as per Notification of Central Labour Commission situated at Bhubaneswar.	
2	ESI @ _____ %	
3	EPF@ _____ %	
4	Bonus @ _____ %	
5	GST, if applicable. GST if not applicable for the Educational Institute - give reasons with documentary proof.	
6	N.H. (4days)	
7	Service Charges (To be claimed in amount only and not in percentage).	
	Total	

Note: - Office status, all relevant original documents are to be verified by a duly team before selecting the lowest firm and placing the work order to that firm.

Date:

Signature of Authorized person

Designation

Place:

Name & Seal:

DECLARATION

1. I,.....Son/Daughter/Wife of
Sh.....
Proprietor/Director/authorized signatory of the Agency mentioned above, is
competent to sign this declaration and execute this tender document;
2. I have carefully read and understood 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.

Signature of Authorized person

Date:

Place

Full Name & Seal

UNDERTAKING

- (i) I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
- (ii) The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
- (iii) I/we give the rights to the competent authority of the RIE, Bhubaneswar to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.
- (iv) I hereby undertake to provide the SECURITY SERVICES as per the directions given in the tender document/contract agreement.

Date:

Place

Signature of Authorized person

Designation:
(Office seal of the Bidder)

BID SECURITY FORM

No.....

Date:

To

The Administrative Officer
Regional Institute of Education,
Sachivalaya Marg, Bhubaneswar - 751 022

Whereas M/s.....(Hereinafter called "the bidder") has submitted its bid dated.....for providing Security Services vide Tender No..... dated..... KNOW ALL MEN by these presents that WE.....of having our registered office at(Hereinafter called 'the Bank') are bound unto The Owner in the sum of Rs. 50,000/- (Rupees fifty thousand only) for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
 - (a) fails or refuses to execute the Contract, if required;
OR
 - (b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.
OR
 - (c) fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified inof the Bid document up to 120 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness
Address of witness
capacity of

Signature of the Bank Authority
Name
Signed in the

Full address of Branch
Tel. & FAX No. of Branch

PERFORMANCE BANK GUARANTEE

(To be executed on non-Judicial stamped paper of an appropriate value)

Date:

Bank Guarantee No. :

Amount of Guarantee :

Guarantee Period : From To

Guarantee Expiry Date :

Last date of Lodgment :

WHEREAS RIE (NCERT) having its office at Sachivalaya Marg, Bhubaneswar (hereinafter referred to as “The Owner” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [Please insert date of acceptance of the letter of acceptance (LoA)]

(“Contract”) with [insert name of the Successful Bidder](hereinafter referred to as the “Contractor” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of human resource services (“Human resource Services” shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Bhubaneswar for an amount equal to one month’s accepted contract value (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “Guaranteed Amount”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

AND WHEREAS the Contractor has approached [insert the name of the scheduled bank] (here in after referred to as the “Bank”) having its registered office at [insert the address].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

(i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.

(ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding [figure of Guaranteed Amount to be inserted here].....
.....only).

(iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.

(iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.

(v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.

(vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.

(vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.

(viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.

(ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.

(x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the

Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.

(xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted].....granted to him by the Bank.

Date:
Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank