



**Request for Proposal for Selection of Agency for Providing
Security Guard and Liftman Services at BSFCSCCL
Headquarters, Patna**

RFP Reference Number :

RFP Issue date :

Issued By:

Bihar State Food & Civil Supplies Corporation Limited

“Khadya Bhawan” Daroga Prasad Rai Path, R Block, Road no. 2, Patna-800001

Email: bsfc.controlroom@gmail.com

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may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

BSFCSCCL also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicants upon the statements contained in this RFP. BSFCSCCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP. The issue of this RFP does not imply that BSFCSCCL is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the selection of Service provider, reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BSFCSCCL or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and BSFCSCCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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SECTION 1: INTRODUCTION

Bihar State Food & Civil Supplies Corporation Limited (hereinafter referred to as “BSFCSCCL” or “the Client”), a Government of Bihar undertaking, invites online bids through the eProc2 portal from eligible, experienced, and reputed agencies (hereinafter referred to as “Bidders” or “Service Providers”) for providing Security Guard and Liftman services at its Headquarters located at Khadya Bhawan, Patna.

The purpose of this Request for Proposal (RFP) is to select a competent agency capable of delivering reliable, efficient, and compliant security services through deployment of trained manpower, ensuring adherence to all statutory obligations, and maintaining a high standard of discipline, vigilance, and accountability.

SECTION 2: BACKGROUND AND OBJECTIVE

BSFCSCCL is entrusted with critical responsibilities relating to procurement, storage, and distribution of food grains across the State of Bihar. The Headquarters at Khadya Bhawan houses sensitive administrative, operational, and financial activities. Therefore, safeguarding the premises, personnel, and assets is of paramount importance.

The objectives of this RFP include, but are not limited to:

- (a) Ensuring round-the-clock security coverage of the premises;
- (b) Preventing unauthorized access, theft, sabotage, or any untoward incident;
- (c) Deploying trained, disciplined, and verified manpower;
- (d) Ensuring full compliance with all applicable labour laws and statutory requirements;
- (e) Establishing a technology-enabled monitoring and reporting mechanism;
- (f) Creating accountability through clearly defined Service Level Agreements (SLA) and penalty provisions.

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SECTION 3: DEFINITIONS

For the purposes of this RFP, the following terms shall have the meanings assigned herein unless the context otherwise requires:

- (a) "Client" shall mean BSFCSCCL.
- (b) "Bidder" shall mean any entity participating in this RFP process.
- (c) "Service Provider" shall mean the successful bidder awarded the contract.
- (d) "Personnel" shall include Security Guards, Liftman, and Supervisors deployed.
- (e) "Applicable Laws" shall include all relevant Central and State laws including but not limited to the Minimum Wages Act, EPF Act, ESIC Act, Contract Labour Act, and PSARA Act.

SECTION 4: FACT SHEET

S. No	Details	
1.	The method of selection is: Least Cost System (LCS) Method.	
2.	Project duration - The project duration is Three (3) years . BSFCSCCL may decide to extend the contract for duration of further two (2) years subject to satisfactory performance of the agency. The assessment of performance and final decision of extension shall be taken by BSFCSCCL through appropriate evaluation mechanism.	
3.	RFP Schedule – The RFP is published for the works of Security Services, and Lift Man in the Head Quarter of BSFCSCCL.	
4.	Tender Fee/ Cost of RFP Document	Rs. 11800/- (Eleven Thousand Eight Hundred Only)

5.	Earnest Money Deposit	Rs. 2,50,000/- (Two lakh Fifty Thousand only)
6.	Date and time for request and Sale of Tender Document	As per eproc2 portal.
	Last Date to submit bid queries for clarifications on the tender document	
	Date and Time for Pre Bid meeting	
	Date and Time for Submission of Bid	
	General cum Technical Bid Opening Date and Time	
	Financial Bid Opening Date and Time	
7.	All interested bidders shall pay Tender Processing fee and submit their Technical and Financial RFP responses electronically using eproc2 portal	
8.	Validity of Technical and Financial Proposal - 90 days	
9.	Proposals must be submitted no later than the following date and time: As per eproc2 portal	
10.	Bids received without tender document, earnest money and or not fulfilling the eligibility criteria shall be summarily rejected. No interest shall be paid on EMD. The EMD of the successful bidder shall be adjusted against Security deposit. The earnest money deposit (EMD) will be forfeited if the bidder withdraws or amends/impairs and derogates from the tender in any respect within the period of validity of tender or fails to furnish the Performance guarantee.	





SECTION 5: INSTRUCTIONS TO BIDDERS

5.1 Bid Submission Process

All bids shall be submitted strictly through the eProc2 portal. Bidders must ensure that they possess valid Digital Signature Certificates (DSC) and comply with all technical requirements of the portal. No offline submission shall be entertained under any circumstances.

5.2 Bid Validity

The bids submitted shall remain valid for a period of 90 (ninety) days from the date of submission. Any withdrawal or modification during this period shall lead to forfeiture of EMD.

5.3 Clarifications

Bidders may seek clarifications in writing prior to the pre-bid meeting. All responses issued by BSFCSCCL shall form part of this RFP.

5.4 Amendment of RFP

BSFCSCCL reserves the right to amend, modify, or withdraw any part of this RFP at any stage without assigning any reason.

5.5 Disqualification Criteria

A bid shall be liable for rejection in case:

- It is incomplete or improperly filled;
- It contains false or misleading information;
- It does not comply with the requirements of this RFP;
- Financial information is disclosed in the technical bid;
- Required documents are not submitted.

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SECTION 6: SCOPE OF WORK

6.1 Deployment

The agency shall deploy a total of 19 personnel as follows:

- Security Guards: 17
- Liftman: 2
- Supervisor: Minimum 1 (mandatory)
- BSFC may increase or decrease the manpower as per the latest regulation or requirement

6.2 Shift System

The deployment shall be on following basis:

1. 24 hours manning in office premises required on shift rotation basis.
2. In day shift during the working hours at least 8 manpower required and rest 2 shift wise morning and night shift to be maintained with guards.
3. The shift timing will be as follows: -
 - a. Morning shift: - 06.00 am to 2.00 pm - 02 guards (minimum)
 - b. Afternoon shift: - 09.00 am to 6.00 pm - 06 guards (minimum)
 - c. Night shift: - 06.00 pm to 06.00 am - 02 guards (6 hours each)
4. BSFC SCL may deploy the security guards at other office locations other than headquarter.

6.3 Security Duties

The duties of security personnel shall include, but not be limited to:

- Regulation of entry and exit;
- Visitor verification and pass issuance;
- Continuous patrolling;
- Monitoring CCTV and reporting incidents;
- Responding to emergencies such as fire, theft, or disturbances.
- Safeguard of office premises and building property.
- Switch on/off the lights from dawn to dusk.
- Smooth function and assistance in parking area.

6.4 Liftman Duties

Liftman shall ensure safe operation of lifts, monitor passenger load, maintain operational logs, and report faults immediately.

6.5 Supervisor Duties

The Supervisor shall oversee deployment, verify attendance, ensure discipline, checking of deployed guard during day-night and act as a liaison between BSFCSCL and the agency.

SECTION 7: ELIGIBILITY CRITERIA

The bidder must satisfy the following:

- (a) Possess a valid PSARA License;
- (b) Have minimum 3 years of experience in security services;
- (c) Have an average annual turnover of at least ₹1 Crore during last 3 financial years;
- (d) Maintain an operational office in Bihar;
- (e) Be registered under EPF, ESIC, and GST.

SECTION 8: STATUTORY COMPLIANCE

The agency shall strictly comply with all applicable laws including:

- Minimum Wages Act;
- Employees Provident Fund Act;
- Employees State Insurance Act;
- Contract Labour (Regulation & Abolition) Act;
- Private Security Agencies Regulation Act (PSARA).

Non-compliance shall result in immediate termination.

SECTION 9: TRAINING AND CONDUCT

All deployed personnel shall be adequately trained in security procedures, fire safety, emergency response, and public interaction. The agency shall ensure disciplined conduct at all times.

SECTION 10: UNIFORM AND IDENTIFICATION

Personnel shall wear proper uniform with identification badges at all times. Non-compliance shall attract penalties.

SECTION 11: DIGITAL MONITORING

Biometric attendance shall be mandatory. Daily attendance records shall be shared with BSFCSCCL. The Client reserves the right to conduct surprise inspections.

SECTION 12: PAYMENT TERMS

Payments shall be made on a monthly basis subject to submission of:

- Submission letter
- Salary disbursement proof (bank transfer);
- EPF & ESIC challans;
- Attendance records;
- GST invoice.

* Failure to comply shall result in withholding of payment.

* In any case, remuneration to the employees should not be affected due to delay in payment from BSFC for valid official reason.

* Company should claim the bill amount by 10th of every month after making payment to the employees.

SECTION 13: Quality Control

- BSFCSCCL or any other representative appointed for evaluating the performance of Security Staff would undertake periodic quality assessment of the services being provided by the agency through feedback from the companies housed within the premises.
- The reports would be used by BSFCSCCL in evaluating the performance to ensure quality controls as well as deciding upon any further extension to the agency at the end of the three-year term of the contract.





SECTION 14: SERVICE LEVEL AGREEMENT (SLA)

The agency shall ensure:

- 100% manpower deployment at all times
- Replacement of absentee within 24 hours
- Supervisor presence mandatory
- Monthly performance review by BSFCSCCL

SECTION 15: PENALTY AND DAMAGES

- BSFCSCCL may deduct payment for absenteeism, indiscipline or any other deficiency found in service. A deduction of 2% - 5% of the monthly payment may be deducted based on number of violations.
- The penalty to be imposed for valid adverse reports/ deficiency is provided below:

No. of Violations per month	Penalty for Violations/ deficient service ¹
More than 5	5% of monthly payment per deficient service to be deducted
3-5	2.5% of monthly payment per deficient service to be deducted
Up to 2	2% of monthly payment per deficient service to be deducted

¹Any penalty will be based on findings of BSFCSCCL based on the adverse reports related to deficient service filed against the agency by BSFCSCCL officials or representatives appointed by BSFCSCCL for this purpose.

SECTION 16: LIABILITY AND INDEMNITY

The agency shall be solely responsible for any loss, damage, or negligence and shall indemnify BSFCSCCL against all claims and liabilities.

SECTION 17: PERFORMANCE SECURITY

The selected bidder shall furnish a Performance Security of 5–10% of the contract value.

SECTION 18: EVALUATION PROCESS

- Evaluation shall be based on technical qualification followed by L1 financial selection.
- Financial bid must comply with minimum wages.
- Bids below statutory wage will be rejected.

¹ Any penalty will be based on findings of BSFCSCCL based on the adverse reports related to deficient service filed against the agency by BSFCSCCL officials or representatives appointed by BSFCSCCL for this purpose.

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SECTION 19: CONTRACT MANAGEMENT

Regular monitoring, reporting, and review meetings shall be conducted.

SECTION 20: TERMINATION

In the event the Service Provider fails to execute the work with due diligence or expedition or shall refuse or neglect to comply with any contract or shall contravene the provisions of the contract, or the services provided are found unsatisfactory, the Client may terminate the contract after giving one month notice in writing to the Service Provider. Such notice may be served either by hand delivery or through post at the address given in Contract. This shall be deemed to be served on Service Provider. The contract of agencies which do not provide proof of payment of statutory dues will be terminated after giving one month notice. Child labor is strictly not allowed & will result in the termination of Contract with immediate effect. Unsatisfactory service in this case would be frequent absence or poor attendance of housekeeping staff, inability to provide replacement, lackadaisical work in maintaining cleanliness, discourteous behavior by the housekeeping staff, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Contract.

SECTION 21: BLACKLISTING

Agency shall be blacklisted for 3-5 years in case of:

- Fraudulent practices
- Wage violations
- Contract abandonment
- Submission of false documents

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SECTION 22: AUDIT RIGHTS

BSFCSCL reserves the right to:

- Conduct surprise inspections
 - Audit salary records and statutory compliance
 - Verify attendance and deployment
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SECTION 23: DISPUTE RESOLUTION

Disputes shall be resolved through arbitration in Patna under applicable laws.

SECTION 24: FORCE MAJEURE

Neither party shall be liable for failure due to events beyond control such as natural disasters, war, or government restrictions.

SECTION 25: EXIT MANAGEMENT

The agency shall ensure smooth transition and handover of services after the completion of contract.

SECTION 26: FRAUD PREVENTION

Strict prohibition of cash payments and ghost employees.

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SECTION 26: Appendix: Forms and Template for Bid Response

Technical Proposal Forms

1. Form- T1: Covering letter
2. Form- T2: General information about the bidder
3. Form- T3: Bidder's annual turnover
4. Form- T4: Bidder's experience
5. Form- T5: Particulars of team
6. Form- T6: Power of attorney for authorized signatory
7. Form- T7: Undertaking on being not black-listed
8. Form - T8: Undertaking from Human Resource regarding total employees

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TECHNICAL PROPOSAL

Form – T1: Covering Letter

(On Bidder’s Letterhead)

(Date and Reference)

To,
Managing Director
Bihar State Food & Civil Supplies Corporation Limited (BSFCSCCL)
Khadya Bhawan, Daroga Prasad Rai Path, R. Block, Patna
Bihar - 800 001

Sub: Request for Proposal (RFP) for “Selection of Agency for providing Facility Management Services (Security Services, Liftman) at BSFCSCCL, Patna”.

Dear Sir

We hereby propose to provide *Security and Liftman* services for of RFP for “**Selection of Agency for Providing Security Guard and Liftman Services at BSFCSCCL Headquarters, Patna**” as outlined in your bidding document.

We have understood the instructions and the terms and conditions mentioned in the Bid Documents furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of work required. Whereby confirm our acceptance and compliance to the provisions and terms & conditions contained in the Bid Documents.

We confirm that the prices quoted by us in the "Financial Bid" are firm and shall not be subject to any variation for the entire period of the contract.

We further confirm that any deviation to the clauses found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implication whatsoever to BSFCSCCL, failing which the Earnest Money deposit may be forfeited.

We certify that all the information provided in our bid, including the information regarding the team members, is true. We understand that any willful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with BSFCSCCL,

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for a period of maximum three years from the date of such disqualification.

Yours faithfully,

(Signature of the Bidder) Printed Name

Designation

Seal Date:

Business Address:

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Form –T2: General Information about bidder

Requirements in Technical Bid	
Name of the Company/Firm/Proprietor	
Date of Incorporation and Incorporation details	
PAN No	
GSTIN.	
Legal Status of the Company in India & Nature of Business in India: <i>Public Ltd Company/Private/Partnership firm/Proprietary</i>	
Address of the Registered Office in India	
Date of Commencement of Business	
Details of the Contact Person: <ul style="list-style-type: none">o Name:o E-mail id:o Phone number	
Web-Site	
PSARA certification Issued and its expiry date	
Labor License & Trade License (Bihar)	
EPF and ESI Registration	

Note: Please provide incorporation certificate, PAN Card and GST registration details along with copies of all required license, certificate and supporting documents

(Handwritten signatures and marks)

Form – T3: Bidder’s Annual Turnover

(On Applicant’s Statutory Auditor’s letterhead)

TURNOVER CERTIFICATE

Date:

This is to certify that we M/s-----are the statutory Auditors of M/s-----
-----and that the below mentioned calculations are true as per the Audited Financial
Statements of M/s-----for the below mentioned years:

Sr. No	Financial Years	Annual Revenue
1	2022-23	
2	2023-24	
3	2024-25	

Note: *Please attach Audited Annual Financial Statements for all the corresponding years*

Signature

Name

Date

Place







Form – T4: Bidder’s Experience

S. No	Name of Client	Address and contact details	Type of work and location of deployment	Duration of Service (in months) With Start Date and End Date)	Number of staff deployed

Note:

- **Kindly attach work order/work completion certificate/ contract for each assignment**
- **The experience to be provided as required for Eligibility and Technical Evaluation Criteria under applicable Schedule**

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Form – T5: Particulars of proposed Team

Sl. No	Name	Role	Qualification	Experience (in years)

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Form –T6: Power of Attorney for signing authorities

(On Rs.100/-court stamp paper)

Know all men by these presents, we,..... (Name of Firm and address of the office) do hereby constitute, nominate, appoint and registered authorize Mr./Ms.....Son/ daughter/ wife and presently residing at.....who is presently employed with/retained by us and holding the position of.....as our true and lawful attorney (hereinafter referred to as the “Authorized Representative”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection to work as Request for Proposal (RFP) for **“Selection of Agency for providing Facility Management Services (Security Services, Liftman) at BSFCSCCL, Patna”** including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/responses to Bihar State Food & Civil Supplies Corporation Limited (BSFCSCCL), representing us in all matters before BSFCSCCL, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the BSFCSCCL in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the BSFCSCCL.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF.....,2021

For

(Signature, name, designation and address)

Witnesses: 1
2

Notarized

Accepted

.....

(Signature, name, designation and address of the Attorney)

(Handwritten signatures and initials in blue ink)

Form – T7: Undertaking on being not black listed

<<On the letterhead of the Bidding Organization after doing self attested make notarization from Court>>

Date:

To
The Managing Director,
Bihar State Food & Civil Supplies Corporation Limited,
Department of Food & Consumer Protection, Government of Bihar
Khadya Bhawan, Road No. 2, Daroga Prasad Rai Path, R Block, Patna

Subject: Declaration for not being under an ineligibility for corrupt or fraudulent practices or blacklisted with any of the Government or Public-Sector Units or Local Governments in India

Dear Sir,

In response to the tender No. _____ Dated _____ for “<>”, I/ We hereby declare that presently our Company/ Firm _____ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body. We further declare that presently our Company/ firm _____ is not blacklisted and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,
Yours faithfully

(Signature of the Authorized signatory of the Bidding Organization)

Name :
Designation :
Date :
Company Seal :
Business Address :

(Handwritten marks and signatures at the bottom of the page)

Form T8: Undertaking from Human Resource Department regarding total employees

(On Applicant's letterhead)

EMPLOYMENT CERTIFICATE

Date:

This is to certify that we M/s-----have employed _____ employees for providing Facility Management Services (Security Services, Lift Man) as on 31st March 2025. These employees are currently deployed at our client offices and locations. We further agree to provide details of employed personnel as required by BSFCSCL from time to time.

(Signature, name, designation and address)

ANNEXURE I– FINANCIAL BID FORMAT

(To be submitted online through eProc2 Portal only)

1. GENERAL INSTRUCTIONS

1. The Financial Bid shall be submitted **only through the eProc2 Portal** in the prescribed format. No offline submission shall be accepted under any circumstances.
2. The bidder shall quote **Service Charge in percentage (%) only**, which shall be the sole parameter for financial evaluation.
3. The **minimum wages and statutory components** such as EPF, ESIC, Bonus, Leave Reserve, etc., shall be strictly as per prevailing Government of Bihar notifications and shall be treated as **fixed components**.
4. The bidder shall ensure that the financial bid submitted is **in full compliance with statutory requirements**, failing which the bid shall be liable for rejection.
5. **Any bid quoting zero (0) or negative service charge shall be summarily rejected.**
6. The Financial Bid shall be evaluated on **L1 basis (Lowest Service Charge quoted)** among technically qualified bidders.
7. All taxes including GST shall be **payable extra as applicable** and shall not be included in the Service Charge.

2. FINANCIAL BID SUMMARY

Sl. No.	Particulars	Details
1	Name of Work	Providing Security Guard and Liftman Services at BSFCSCCL Headquarters, Patna
2	Total Manpower	19 (Seventeen Security Guards and Two Liftman)
3	Contract Period	Three (3) Years (Extendable as per terms of RFP)

(Handwritten signatures and initials)

3. PRICE BID FORMAT

3.1 Service Charge (Only Competitive Parameter)

Sl. No.	Description	To be Quoted by Bidder
1	Service Charge (in Percentage %)	_____ %

3.2 Financial Bid Breakup (Rate per month)

Category	Wage as per staff 01-10-2020	EPF Rate 13%	ESI Rate 3.25%	Total (per month)	No. of post	Total (in Rs.)
Security Guard	461 x 26 days = 11,986/-	@72 per day = 1,872/-	@18 per day = 468/-	14,326/-	17	2,43,542/-
Liftman	461 x 26 days = 11,986/-	@72 per day = 1,872/-	@18 per day = 468/-	14,326/-	2	28,652/-

4. UNDERTAKING BY THE BIDDER

I/We hereby certify and undertake that:

1. The Service Charge quoted by us is inclusive of all administrative expenses, supervision charges, overheads, profit margin, and any other incidental costs required for execution of the contract.
2. We shall strictly comply with all statutory obligations including payment of:
 - Minimum Wages as notified by the Government
 - Employees Provident Fund (EPF)
 - Employees State Insurance (ESIC)
 - Bonus and other applicable benefits
3. We understand and agree that quoting **zero (0) or negative Service Charge shall lead to rejection** of our bid.
4. We further agree that **financial evaluation shall be carried out solely on the basis of Service Charge quoted by us.**

5. We undertake that under no circumstances shall we compromise with statutory compliance or service quality on account of the quoted Service Charge.

5. IMPORTANT FINANCIAL CONDITIONS

1. The remuneration will be increased by 3% annually. In case of extension of service provider, a 10% increase on the quoted service charges would be applicable and remuneration will be increased by 3% from the last remuneration.
2. The service provider has to quote service charges per month to be levied by them for providing the services. TDS as applicable will also be deducted from the bill of the contractor at source.
3. It is to be noted that service provider is only eligible for the service charge and any violation in this regard will lead to termination of the contract.
4. The bidder shall ensure strict compliance with all applicable laws including but not limited to:
 - o Minimum Wages Act
 - o Employees Provident Fund & Miscellaneous Provisions Act
 - o Employees State Insurance Act
 - o Contract Labour (Regulation & Abolition) Act
 - o Private Security Agencies Regulation Act (PSARA)
5. Payment shall be released on a monthly basis subject to submission of:
 - o Salary disbursement proof through bank transfer
 - o EPF and ESIC challans
 - o Attendance records (biometric/manual as applicable)
 - o GST invoice
6. BSFCSCCL reserves the right to:
 - o Reject abnormally low bids
 - o Seek clarification or justification for the quoted Service Charge
 - o Verify statutory compliance before releasing payment
7. In case two or more bidders quote the same Service Charge, the bidder having higher average annual turnover may be given preference, as decided by BSFCSCCL.

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ANNEXURE II - Format of Performance Bank Guarantee

For Contract Performance Bank Guarantee

Ref: _____ Date: _____

Bank Guarantee No.: _____

To

Managing Director,
Bihar State Food & Civil Supplies Corporation Limited
Khadya Bhawan, R Block, Daroga Prasad Rai Path
Road No.2, Patna, Bihar 800001
Email id: bsfc.controlroom@gmail.com

Ref:

Dear Sir,

PERFORMANCE BANK GUARANTEE – For “Selection of Agency for Providing Security Guard and Liftman Services at BSFCSCCL Headquarters, Patna”

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate-Office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (Hereinafter, referred to as “Contract”) with you for “*Selection of Agency for Providing Security Guard and Liftman Services at BSFCSCCL Headquarters, Patna*”, in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of 5% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 10% of the Total Contract Value (including GST) i.e.....<in words> without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This Performance Bank Guarantee shall continue and hold valid till 180 days after completion of the Contract Period, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 6 months after the completion of Contract Period.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights: Requiring pursuing legal remedies against BSFCSCCL; and For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

[Handwritten mark]

[Handwritten initials]

[Handwritten signature]

[Handwritten checkmark]

[Handwritten initials]

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the Contract Value (including GST), and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee. Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 10% of the Total Contract Value (including GST). This Performance Bank Guarantee shall be valid only from the date of signing of Contract to 180 days after the End of Contract Period; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 180 days after the completion of Contract Period.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this Day 20__.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

(Handwritten signatures and initials)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

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