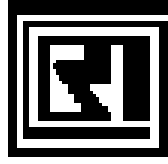


Price Rs. 500/-



Raipur Development Authority

Second Floor, Bhakt Mata Karma Commercial Complex,

New Rajendra Nagar, Raipur (C.G.)

NIT No: 06 (B)

Dated: 26.02.2015

TENDER FOR ENGAGING PLACEMENT AGENCY FOR PROVIDING SECURITY SERVICES TO RDA

TENDER DOCUMENT

Name of the Contractor:

.....

Amount Deposited:

Vide M.R. No.:

Date:

Executive Engineer
Raipur Development Authority
Raipur (C.G)

TABLE OF CONTENTS

1.	NOTICE INVITING BIDS	4
2.	DEFINITIONS	6
3.	ELIGIBILITY CRITERIA OF BIDDERS	6
4.	SUBMISSION OF BID	8
5.	CORRESPONDENCE	09
6.	COST OF BID DOCUMENT (TENDER FEE) & E-TENDER PROCESSING FEE	09
7.	EARNEST MONEY DEPOSIT (EMD)/BID SECURITY	10
8.	SCOPE OF WORK	10
9.	INSTRUCTIONS TO BIDDERS	11
10.	EVALUATION OF BID DOCUMENTS	12
11.	AWARD OF CONTRACT AND PERFORMANCE SECURITY DEPOSIT.....	13
12.	SPECIAL CONDITIONS OF CONTRACT	14
12.1	GENERAL CONDITIONS	14
12.2	DURATION OF CONTRACT	18
12.3	VARIATION CLAUSE	18
12.4	STATUTORY OBLIGATIONS	18
12.5	PAYMENT TERMS	19
12.6	CONCILIATION, ARBITRATION & JURISDICTION	20
12.7	FAILURE TO PROVIDE SERVICES AS REQUISITIONED AS PER THE CONTRACT AGREEMENT ..	21
12.8	SUSPENSION OF WORK	21
12.9	TERMINATION OF CONTRACT AGREEMENT	21
12.10	FORCE MAJEURE.....	22
	ANNEXURE – I.....	23
	CHECK LIST OF DOCUMENTS TO BE ENCLOSED	23
A.	LIST OF DOCUMENTS TO BE SUBMITTED AS TECHNICAL BID.....	23
B.	LIST OF DOCUMENTS TO BE SUBMITTED AS FINANCIAL BID	23
	ANNEXURE – II, FORM-I.....	24
	DECLARATION FOR ACCEPTANCE OF TERMS & CONDITIONS	24

OF THE RFP & GCC	24
ANNEXURE – II, FORM-II	25
BIDDER’S PROFILE AND DOCUMENTS TO SUBSTANTIATE ELIGIBILITY	25
OF THE BIDDER	25
ANNEXURE – II, FORM-III	27
TECHNICAL CAPACITY OF BIDDER	27
ANNEXURE – II, FORM-IV	28
FINANCIAL CAPACITY OF BIDDER	28
ANNEXURE-III	29
ONLINE FORMAT OF FINANCIAL BID FOR PROVIDING MAN POWER SERVICES	29
ANNEXURE-IV	31
FORMAT OF AGREEMENT	31
ANNEXURE – V	33
PROFORMA FOR PERFORMANCE SECURITY BOND	33

1. NOTICE INVITING BIDS

- i. Raipur Development Authority (RDA) is in the process of engaging a reputed, well established, experienced and financially sound placement Agency for providing Security Services to RDA, Raipur. We hereby invite bids from eligible Bidders for engagement of their services for a period of one year through this 'Request for Proposal' (RFP).
- ii. The complete bid document can be purchased from Raipur Development Authority office or can be downloaded from www.rdaripur.com. The downloaded form shall be duly filled in and submitted at RDA Office with a non refundable application fee of Rs. 500/- (Rupees Five Hundred only) in shape of Demand Draft/ **NEFT/ RTGS** drawn in favour of Chief Executive Officer, Raipur Development Authority A/C Central Bank of India, Raipur.

1. Tender/application form along with the required EMD must be submitted in single envelope only.

Envelope shall be superscripted with the content indicated in the below table. (In case the application form is downloaded, an application fee of Rs 500/- in the form of **Bank draft/NEFT/RTGS** must be enclosed in the envelope containing the EMD draft

iii. Schedule to the invitation of RFP/Tender:

	Item	Particulars
a)	Designation and address of the authority inviting RFP/ tender	Chief Executive Officer, Raipur Development Authority
b)	NIT No	
c)	Name of work	Providing Security services to Raipur Development Authority
d)	Estimated Cost considering base wage rates	Rs. 30,584/- (Rupees Thirty Thousand Five Hundred and Eighty Four Only) Monthly basis
e)	Cost of Bid Document (Tender fee) (Non-Refundable)	Rs. 500/- (Rupees Five Hundred Only)
f)	Earnest Money Deposit (EMD) / Bid Security	Rs. 10,000/- (Rupees Ten Thousand only)
g)	Date of issue	26.02.2015
h)	NIT Download Start Date	26.02.2015

S. No.	Item	Particulars
k)	Bid submission date & time	Up to 16.00 hours of 13.03.2015
m)	Technical Bid Opening Date/ Time	13.03.2015 at 17.00 hours
n)	Financial Bid Opening Date/ Time*	Will be intimated later to the Technically qualified bidders through e-mail/phone
q)	Bid Validity	120 Days from the last date of bid submission
r)	Duration of contract	One year with an option of extension for two more year.

Note:

1. * The time of opening of Financial Bid shall be communicated to technically qualified bidders through email/phone.
2. Corrigendum, Addendums and subsequent clarifications on bid terms, if any, can be down loaded from the above mentioned websites. Intimation for change in the schedule of Bid opening etc. shall be published on above mentioned websites only. Keep visiting these websites for any subsequent clarifications & modifications.

Chief Executive Officer

Raipur Development Authority

Raipur, 492001

2. DEFINITIONS

Agreement	The Contract Agreement to be executed between RDA and Agency, Subsequent to the Letter of Award, as per the format at Annexure- IV.
Agency/ Contractor	The Agency/Contractor engaged pursuant to this RFP for conducting the Work as per the Scope of Work defined in this document.
Authority	Raipur Development Authority
RDA	Raipur Development Authority
Services	Shall mean office support services (security guards) to RDA, Raipur as mentioned in Scope of Work
Agency Personnel	Shall mean and include all the employees, workers, agents etc., of Agency who may be engaged by the Agency (directly or indirectly) for providing the office Security Services (Security Guards) to RDA, Raipur, under the Agreement pursuant to this RFP process.
LOA	Letter of Award - Letter from Authority to selected Agency Conveying selection and outlining the terms and rates for the work.
RFP	Request for Proposal
Bidder	The firm or company which submits proposal in response to this RFP within the time prescribed for the purpose
Technically Qualified Bidder	A Bidder whose Technical Bid is considered eligible and technically responsive by RDA
Contract Agreement Amount	The contract amount finally approved by RDA for the entire work for the duration of the contract (and extended) pursuant to this RFP process, as mentioned in the LOA.
Work	The work of office support services(security guards) to RDA, Raipur to be carried out as per the Scope of Work defined in this RFP.

3. ELIGIBILITY CRITERIA OF BIDDERS

S. No.	Eligibility Criteria	Documents required to substantiate the same
i.	The bidder firm should be in existence at least for last five years excluding the current financial year (on or before 01.04.2009) & should have experience of providing placement services of similar nature as outlined in the scope of work for last five	a. Registration certification of the firm / Partnership deed / Certificate of incorporation, etc.

S. No.	Eligibility Criteria	Documents required to substantiate the same
	years.	<p>b Income Tax Registration (PAN)</p> <p>c. Service Tax Registration number</p>
ii.	Bidder should neither be a black listed firm nor should its contracts have been terminated/foreclosed by any company / department during the last 3 financial years due to non-fulfilment of Contractual obligations.	A self-declared certificate to this effect on bidder firm's letter head.
iii.	Either the Registered Office or the functional Branch Office of the Agency and with a telephone connection should be located in Raipur.	Registration certificate of office in Raipur/ Lease Agreement/ Telephone/ Electricity/ Water connection, etc. in the name of Bidder Firm.
iv.	<p>The bidder should have the following registrations:</p> <p>a) Registration Number under Contract Labour (Regulation & Abolition) Act, 1970 (Chhattisgarh State)</p> <p>b) Under Employees' Provident Funds and Miscellaneous Provisions Act, 1952.</p> <p>c) Under Employees' State Insurance Act, 1948.</p> <p>d) They should have valid license issued by C.G. Govt. Home Department for providing Security Services at Raipur U/s 9 of the Chhattisgarh Rajya Niji Suraksha Abhikaran (Viniyaman) Niyam 2008. The agency should be registered with the Chhattisgarh Government.</p>	Enclose self-attested copy of the each document obtained in the name of Firm (not in individual name).

v.	The bidder firm should have the following experience of manpower supply to reputed private sector companies/ Public Sector Companies/ Banks /Central or State Government Departments etc. as given below, any time during the past 5 years, excluding the current financial year (i.e. 2009-10, 2010-11, 2011-12, 2012-13, 2013-14):	a.
	<p>a) At least one work for outsourcing of Minimum 10 nos. manpower simultaneously for a minimum period of one year with annual contract amount \geq Rs.05 lakh (excluding service tax),</p> <p style="text-align: center;">or</p> <p>b) At least two works for outsourcing of minimum 05 nos. manpower simultaneously for a minimum period of one year with annual contract amount \geq Rs.02 lakh (excluding service tax),</p>	<p>a. Self-certified list of important Assignments completed with details.</p> <p>b. Attested copies of work orders in support of (a) above.</p> <p>c. Certificates of satisfactory completion of these service contracts mentioning the amount paid, issued by the client.</p>
vi.	The firm's average annual turnover should not be less than Rs. Twenty Lakhs per year in any three financial years out of the preceding last five financial years (i.e. 2009-10, 2010-11, 2011-12, 2012-13, 2013-14).	Audited Profit and Loss A/c or Balance Sheet or Income Tax Returns (ITR), or any other document mentioning required turnover, certified by a Chartered Accountant.

Note:

- The bidder shall submit all the documents indicated in the clause (3) and its sub clauses.
- However for clause 3 (IV) only, wherever documents are not available, the bidder may provide an affidavit on a Non Judicial Stamp Paper of Rs. 50 that the certificates will be provided prior to the award of the Contract. The affidavit shall be enclosed along with the tender proposal.
- If the bidder fails to submit the document stated in the clause 3 (IV) prior to the award the contract, in such cases the bidder will be disqualified and the next lowest and qualified bidder will be called for negotiations.

4. SUBMISSION OF BID

i. Tender Forms can be submitted by post or by hand in the office of Raipur Development Authorities designated office on the mentioned date and time as per the bid schedule. Forms submitted after the due date and stipulated time will not be considered and will be treated as not eligible. Sealed tenders shall be submitted at the office of the Chief Executive Officer, Raipur Development Authority, Bhakt mata Karma Commercial Complex, Second Floor, New Rajendra Nagar, Raipur (C.G.).

ii. EMD of tender must be payable in the form of Bank Draft/Pay Order/Bankers Cheque/NEFT/RTGS, which shall be addressed in favor of **Chief Executive Officer, Raipur Development Authority A/C Central Bank of India, Raipur**. Without EMD, the tender (s) shall be rejected.

iii. A single-stage two envelope selection procedure shall be adopted. The Bid shall contain:

a) **Part-A : Technical Bid**

This Part should contain the Technical Bid consisting of a **hard copy of this 'Request for Proposal'** with each page signed by the Bidder in acceptance of the terms and conditions therein, **with annexures of RFP duly filled as detailed below, in support of eligibility, EMD, tender fee:**

- **Annexure – I:** Check List of Documents
- **Annexure –II: Form - I:** Declaration for Acceptance of Terms & Conditions of the RFP.
Form - II: Bidder's Profile and Documents to substantiate eligibility of the bidder as required in the RFP.
Form - III: Technical capacity of Bidder.
Form - IV: Financial capacity of Bidder.
- **Annexure –III** Financial Bid Format
- **Annexure –IV** Format of Agreement
- **Annexure –V** Performa for Performance Security Bond

All these Annexures shall be duly filled (except III), signed on each page and to be submitted as part of technical bid.

*** No price bid should be indicated at any place in the Technical Bid, otherwise the Proposal shall be summarily rejected.**

b) **Part-B: Financial Bid**

The bidder must quote his profit including administrative & Supervision expenses in whole Rupees above base rate of individual item on the base rate.

The price bid will be evaluated based on overall lowest offer (**Monthly basis**) and not for individual item. The order will be placed on the firm who has offered overall lowest rates for all individual item sum together on Monthly basis.

5. **CORRESPONDENCE**

For any clarification regarding this RFP, the following officer of RDA may be contacted:

Executive Engineer III,
Raipur Development Authority
Email :ceordaryp@gmail.com

6. **COST OF BID DOCUMENT (TENDER FEE)**

- i. The complete bid document can be downloaded from the website www.rdaraipur.com. **Cost** of Tender Document (Tender fee) is Rs. 500/- which shall be paid in the form of banker's cheque / DD of Nationalized/ Scheduled Bank drawn in favour of 'Raipur Development Authority.', payable at Raipur. The Tender fee is non-refundable.

7. EARNEST MONEY DEPOSIT (EMD)/BID SECURITY

- i. Earnest Money in the form of Demand Draft/Bankers Cheque of Rs. 50,000/- (Rupees Fifty Thousand Rupees only) drawn in favor of Raipur Development Authority payable at Raipur, shall form part of the bid.
- ii. The Earnest Money Deposit of unsuccessful Bidders will be discharged/ returned within 30 days after signing of the contract with the successful bidder.
- iii. The Earnest Money Deposit of successful Bidder(s), EMD will be retained until the completion of the contract period. It is the responsibility of the bidder to get the EMD renewed on time. Upon signing the agreement, the bidder can submit the Bank Guarantee in lieu of EMD.
- iv. If the successful Bidder(s) fails to deposit the required documents or to execute the agreement within the specified period, such failure will be treated as a breach of the terms and conditions of the tender and will result in forfeiture of the Earnest Money, in part or in full, at the discretion of RDA.

8. SCOPE OF WORK

The scope of work of this tender shall be as given below:

- i. The qualifications and work experience required for personnel to be deployed by the Agency is given in the table below.
- ii. The age of the personnel deployed by the Agency should be between 18-40 years on 01.01.2015.
- iii. The number of personnel tentatively required at each level is given below. The requirement is indicative only and may further increase or decrease during the period of contract depending upon the exigency of work. RDA will pay on the basis of actual deployment demanded by and provided to it.

TECHNICAL REQUIREMENTS FOR THE AGENCY'S SECURITY SERVICES TO BE DEPLOYED

Position	Category of Workman	Qualifications	Approx. Requirement	Final Base Price Rs/Month.
1	2	3	4	5
Security Guard	Unskilled	(i) Only male adult guards below 40 years age having minimum educational qualification VIIIth pass & physical fitness standard as per police Department Govt of Chhattisgarh (ii) 3 years' experience as security guards or 20 days security training from recognized institute or by company itself.	4	7646

Final Base Price Calculation as per norms:

Position	Base Price	EPF @13.61%	ES Insurance @4.75%	Final Base Price
Security Guard	6460	879	307	7646

- The rates of wages to be paid to outsource personnel shall increase @ 5% during the extended contract period in case contract is extended beyond one year of contract at the behest of RDA in mutual agreement with the Agency.

* If Government increases the minimum wages during the period of this contract being in force, the Agency will pay revised minimum wages to manpower if such minimum wages are higher than above mentioned monthly wages, from the date on which such revision comes into force. In such case of upward revision of wages, RDA will pay applicable minimum wages or above mentioned wages, whichever is higher from the date on which such revision comes into force. There will not be any revision in the rate of management fees due to revision of wages, whatsoever be the reason, during the period of contract/ extended period of contract.

DUTY HOURS AND RESPONSIBILITIES

Position	Duty Hours	Responsibilities
1	2	3
Security Guard		Security and watch & ward work

9. INSTRUCTIONS TO BIDDERS

- i. RDA's General Conditions of Contract (GCC) are part to this RFP Process and applicable to the Contract executed in pursuance of this. Bidders are advised to carefully read the GCC given in the document.
- ii. Quantities as mentioned in the Scope of Work above are approximate.
- iii. If any change/deletion is made by the Bidder in the RFP document and if the same is detected at any stage even after the award of the tender, full Earnest Money Deposit/Performance Security Deposit will be forfeited and the contract will be terminated at his risk and cost.
- Iv. Alterations or overwriting, if any, should be legible and signed by the bidder alongside such alterations or overwriting. However, whitener should not be used for any alterations.
- v. The rates must be quoted both in words and figures in the Financial Bid. If there is any difference in words and figures, the amount quoted in words shall be considered.

- vi. Tenders filed after the last time and date for submission of Bid shall not be considered.
- vii. If some of the document/annexure(s) is/are missing in the Bid, the Authority may reject the Bid.
- viii. The proposal should not contain any conditional offer. Bids containing such offers may be rejected.
- ix. Any action on the part of the bidder to influence any officer of RDA or canvassing in any form shall render the tender liable for rejection.
- x. If required, the bidders may be called for presentation /briefing at a date and time to be decided later.
- xi. Any Bid not supported by valid Earnest Money Deposit and processing fee, in acceptable form will be liable to be treated as being non-responsive.
- xii. The Earnest Money Deposit is liable to be forfeited if the Bidder withdraws or amends or impairs or derogates from the Bid in any respect within the period of validity of its Bid or any extension thereof. The decision of RDA in this respect shall be final and binding.
- xiii. Bids complete in all respects must be filed not later than the time and date indicated in this RFP. RDA may, at its discretion, extend this deadline for the submission of Bids by amending the RFP Document and in that case all rights and obligations of RDA and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.
- xiv. The bidder will be bound by the details furnished by him / her to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.
- xv. RDA may in its sole discretion and at any time during the processing of Tender, disqualify any bidder from the Tendering process if the bidder has –
 - a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - b. If found to have a record of poor performance such as abandoning works, not properly completing the contract, inordinately delaying completion, being involved in litigation or financial failures, etc.
 - c. Submitted Tender document, which is not accompanied by required documentation and Earnest Money Deposit (EMD) or is non-responsive.
 - d. Failed to provide clarifications related thereto, when sought.
 - e. Submitted more than one bid. This will cause disqualification of all bids submitted by such applicants except the last bid received.

10. EVALUATION OF BID DOCUMENTS

- i. The bids will be opened at the time, date and place as per schedule specified in the Notice Inviting Bids (Clause 1) of this RFP.

- ii. Only Technical Bids will be opened first and RDA will evaluate technical Bids as per criteria set forth in this RFP document.
- iii. If clarifications are required to be necessary (for the proper evaluation of the proposal), RDA may, at its discretion, ask for such clarification in writing and bidder shall be obliged to provide such clarifications within the time specified by RDA.
- iv. Financial Bids will remain unopened until the time of opening of the Financial Bids.
- v. The Financial Bids of only those Bidders who clear Technical evaluation stage will be opened & evaluated.
- vi. The Bidder whose Bid is responsive, complete and in accordance with the RFP Document and has been determined to be the most advantageous offer (L-1) to RDA will be adjudged as successful Bidder.
- vii. No further discussion / interface will be held with the bidders whose bids have been Rejected / Disqualified / Technically Disqualified.
- viii. Notwithstanding anything contained in the RFP Document, the Authority reserves the right to:
 - accept any tender not necessarily lowest
 - reject any tender
 - reject all tenders and annul the bidding process, without assigning any reason at any time before issuance of a letter of award without incurring any liability.

11. AWARD OF CONTRACT AND PERFORMANCE SECURITY DEPOSIT

- i. The Successful Bidder shall be notified through a Letter of Award sent through email to be confirmed in writing by Registered/Speed Post/ By hand that its Bid has been accepted.
- ii. Upon receipt of the 'Letter of Award' (LOA), the Successful Bidder shall return one copy of the Letter of Award duly signed and stamped by its authorized signatory within 7 days from the date of issue of Letter of Award.
- iii. The successful Bidder may submit a Performance Security Deposit equal to EMD amount in the form Bank Guarantee from any scheduled bank (Annexure-VI) in favour of Raipur Development Authority within 7 days from the date of issue of Letter of Award. The Performance Bank Guarantee (Security Deposit) should remain valid till the completion of contract period.
- iv. An agreement on non-judicial stamp paper as per format at Annexure - IV shall be executed in Duplicate within 7 days of issue of LOA. One copy shall be retained by the RDA and the other copy shall remain with Agency. The bidder shall pay the expenses of completing and stamping the agreement.
- v. After completion of all contractual obligations, Performance Security Deposit shall be returned to the successful Agency within 60 days.

- vi. In case, the contract is further extended beyond the existing period of contract, the Performance Security will have to be accordingly renewed by the Agency to meet the requirement of validity of Performance Security up to the extended contract period enhanced by three months.

12. SPECIAL CONDITIONS OF CONTRACT

12.1 GENERAL CONDITIONS

- I. The GCC (General Conditions of Contract) of RDA is applicable as a whole on this RFP process and the pursuant contract. However, wherever the provisions contained in this RFP are in conflict with the GCC, the provisions contained in the RFP shall prevail.
- II. By submitting the Proposal, the Applicant agrees to all the points explicitly included in the scope of work & all other terms & conditions mentioned in the RFP.
- iii. The Agency will not sub-let the services or a part thereof vertically to any other party.
- iv. While discharging the assigned services, the Agency shall follow all applicable Acts, rules and regulations with regard to manpower and services. It shall also follow the instructions issued by RDA from time to time. The Agency shall also keep in mind all applicable rules and regulations of RDA in force. RDA will be free to take action against the Agency for violating the same.
- vi. The Agency shall ensure that the individual manpower deployed in the Authority conforms to the technical specifications of age, educational and skill qualifications prescribed in Clause 8 of this Bid Document.
- vi. The Agency shall provide List of persons to be deployed to RDA & ensure to have following documents of the persons deployed with it before the commencement of work:
 - a. Bio-data of the persons along with the certificates in respect of educational/professional qualifications etc.
 - b. Matriculation certificate containing date of birth;
 - c. Detailed proof of identity like driving license, bank account details, proof of residence and recent photograph.
 - d. Certificate of verification/ acknowledgement of deployed personnel by concerned Police Station.Any subsequent changes should be informed immediately. Authorised person of the RDA will have right to inspect these documents as and when required.
- vii. The Agency shall inform particulars (indicating the name, designation, wage rate, amount of PF both employer's contribution and employee's contribution as required) to its personnel deployed under Contract Labour (R&A) Act, 1970 within 15 days of deployment and submit a copy of the same duly acknowledged by the personnel to RDA, for reference and records.
- vii. The Agency shall ensure that the personnel deployed are medically fit. The Agency shall withdraw such employees who are not found medically suitable immediately on receipt of such a request from RDA.
- viii. The personnel posted by the supplying agency shall be on the roll of the supplying Agency and have no right for any claim of regular employment in Govt. in any circumstances.
- ix. The Security Guard to be deployed shall be well behaved and in case it is felt by the RDA Signature of Agency (Authorised Signatory)

- that any personnel deployed is not suitable for carrying out his duties, then the personnel is to be replaced immediately by the agency;
- x. The agency shall be responsible for all risks involved, liabilities and obligations arising out of this contract under any provisions of law in force from time to time.
 - xi. The agency has to ensure that the persons deployed for the job are reliable and should obtain proper police verification before deployment
 - xii. The Agency shall be responsible for proper conduct of its personnel in RDA's office premises. In case of any damage/loss/theft etc. to the property of RDA or any damage to the reputation of RDA which is caused by the personnel deployed by the agency, the agency will be liable to make good the loss on the basis of the value of the property/damages on account of loss of reputation as determined by RDA. The same shall be deposited by the Agency with RDA or could be recovered from the performance guarantee/monthly payments due to the Agency.
 - xiii. The Agency's personnel working should be polite, energetic and efficient, while handling the assigned work. In case, the person employed by the Agency commits any act of omission/commission that amounts to misconduct/ indiscipline/incompetence, the Agency will be liable to take appropriate action against such person, including their removal from site of work, if required by the Authority.
 - xiv. The personnel deputed to RDA shall not be changed by the Agency in general, except in the event of any person leaving the job due to his/her personal reasons. In the latter case, the Agency shall immediately inform RDA about the deployed personnel who have left the job.
 - xv. The Agency shall replace immediately any of its personnel who are found unacceptable to RDA because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from RDA. The delay in providing a substitute beyond five working days would attract a penalty @ Rs.100% per day per person up to maximum 10% of the monthly fee payable to the Agency.
 - xvi. For all intents and purposes, the agency shall be the "Employer" within the meaning of different Labor Legislations in respect of manpower so employed by it and deployed in RDA. The persons deployed by the agency in RDA shall not be entitled to claim any Master and Servant relationship with RDA.
 - xvii. The agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. RDA shall in no way be responsible for settlement of such issues whatsoever.
 - xviii. RDA shall not be responsible for any financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
 - xix. The persons deployed by the agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the Authority during the currency or after expiry of the contract.
 - xx. In case of termination of this contract on its expiry or otherwise, the persons deployed by the Agency shall not be entitled to and will have no claim for any absorption in regular/other capacity in the Authority.

- xxi. The Agency would be responsible for the character & conduct of its personnel. Persons of doubtful character, or with a criminal record, or with a history of conviction by a competent court of law will not be deputed for work under this contract. In case of any complaint against any of the staff, the Agency will be under obligation to change the staff concerned on the instruction of RDA.
- xxii. Any change in the constitution of the Agency will be notified by the Agency in writing to the Authority and such changes shall not discharge former office bearer/ member(s) of the Agency from any liability under the Contract. No new partner(s)/ member(s) will be accepted in the Agency in respect of the Contract unless he/she/they agree to abide by all its terms and conditions and submit an agreement to this effect in writing to the Authority.
- xxiii. The Agency shall nominate a Coordinator who would be responsible for immediate interaction with RDA, so that optimal services of the persons deployed by the agency could be availed without any disruption. The name and contact details of this Coordinator shall be informed by the Agency to RDA before start of the work under the contract.
- xxiv. The Coordinator shall also be responsible for liaison with all the statutory and public bodies, ensuring timely payment of all dues and applicable taxes to concerned authorities, keeping all the NOC and necessary permits duly validated at all times and initiating prompt action for renewal of the same.
- xxv. The Agency will exercise supervision and control on all the personnel deployed under this contract.
- xxvi. The Authority shall be at liberty to place order for providing services for which the tender has been accepted by indicating a service schedule spread over the full duration of contract, or may place order in parts.
- xxvii. The Agency personnel must not consume or be under the influence of liquor or any other intoxicant while on duty. If any on-duty staff of Agency is found to be under the influence of liquor or any other intoxicant, the Agency shall immediately replace the person & a penalty of Rs. 1000/- per case will be imposed on the Agency.
- xxviii. The Agency will ensure that Photo Identity Card-cum-Entry pass is issued to its personnel deputed for discharging Services in connection with this contract. The format of such photo ID Card shall be as approved by RDA and the specimen signature of the issuer in the Agency shall be sent for information and record to RDA. Such Photo Identity Card-cum- Entry pass shall be checked by the Authority and no personnel would be allowed to enter RDA premises without a valid Photo Identity Card-cum-entry pass. These cards are to be constantly displayed & their loss should be reported immediately.
- xxix. The Agency shall provide (in 30 days' time of award of contract) to its personnel, deputed for Various Services under this tender, uniforms with nameplates for working in RDA premises in accordance with RDA Uniform Design Manual available as per following:
- For Security Guard: Uniform as specified for Home Guards by Government of

Chhattisgarh. The cost of uniform will be borne by the Agency as part of its fee.

- xxx. The staff not in proper uniform shall not be taken on duty. The Agency shall ensure that each person while on duty is always wearing neat and tidy uniform, along with ID card issued by agency.
- xxxi. The Authority will depute officer(s) for supervising and monitoring the activities, who will also verify the monthly deployment, periodical performance reports submitted by the agency. Problems/ suggestions/ complaints shall be communicated to the Agency by the deputed officer(s).
- xxxii. For more than 48 hours of work in a week, overtime will be given at the double rate of derived hourly wage $\{(monthly\ wages/26)/8\}$. Such overtime beyond 48 hours in a week shall not be more than 2 hours per working day for Raipur and more than 4 hours per working day for outstation journey for drivers. It shall not be more than 1 hour per working day for Raipur and more than 4 hours per working day for outstation journey for other personnel.
- xxxiii. In case of outstation night halt(s), a reimbursement of outstation expenses @ Rs. 200/- per night per person shall be made extra.
- xxxiv. The claim(s) for overtime and outstation night halt (s) are to be submitted by the Agency with Monthly bill(s) duly verified by the authorised officer(s) from RDA. All such payment(s) shall be released along with the monthly payment of wages & services to the Agency and the Agency shall be responsible for reimbursing the same to their concerned personnel
- xxxv. All Consumable items/accessories for dusting/ cleaning work shall be arranged by RDA at its own cost.
- xxxvi. The rate of bidder's Fee shall remain fixed and not be subject to any escalation during the tenure of Contract or extended period of Contract. The bidder's Fee shall be inclusive of all incidental charges, for manpower deployment, supervision, uniform, ID card, bidding cost, legal & statutory compliance cost, transport, Agency's profit, establishment/overheads, all risks, rest relievers and any other obligations set out or implied in the Contract.
- xxxvii. During the contract period, the staff members shall not use passwords on their own. Passwords would be provided by RDA for operators such passwords shall be changed without prior permission and information from RDA.
- xxxviii. RDA staff shall be provided 24 X 7 Access to its computer system.
- xxxix. Stringent action will be taken on the staff members who are found using passwords other than those issued by RDA. Action could be termination of the staff member or termination of entire contract.
- xxxx The agency shall **NOT** undertake any strikes or lock outs during the contract period.

12.2 DURATION OF CONTRACT

The initial time period of the contract shall be for one year which may be extended for a further period of two year or part thereof, at the behest of RDA, depending upon the manpower requirement and administrative convenience of RDA in mutual agreement with the Agency. Such extension would be at the same terms and conditions with upward increase of rates of manpower wages @ 5%. There will not be any change in the rate of total Fee, outstation Night halt(s) charges, during extended contract period.

12.3 VARIATION CLAUSE

The quantity mentioned in the Scope of Work and Financial Bid Format are indicative only for the purpose of evaluation and determination of rates. RDA will have the right to increase or decrease in quantity of services specified in the Scope of Work on same terms and conditions during the contract period/ extended contract period. The payment shall be released as per actual deployment of manpower.

12.4 STATUTORY OBLIGATIONS

- i. The Agency shall comply with all labour legislations applicable to its employees including, but not limited to, payment of minimum wages, ESI, PF, payment of bonus, workmen's compensation and terminal benefits as may be payable or become payable under any applicable laws.

The RDA shall not, in anyway be responsible in this regard either in part or in full. The Agency shall also pay to its employees nothing less than the minimum wages as may be notified by the appropriate Government from time to time or the wage rate prescribed under this RFP, whichever is higher.

- ii. If non-compliance of labour laws in force is found on behalf of the Agency, the contract may be terminated without prior information and without any liability or compensation to the Agency. In such case, the Corporation would be free to get the services from another source on the risk and cost of the Agency as per provisions of GCC.
- ii. Agency's personnel engaged for Services under this tender will be employees/workers of the Agency, and there will be no relation between the Agency's personnel and the Corporation. This point has to be clarified by the Agency to its personnel, and the Agency will give an undertaking to this effect in writing.
- iv. The Agency will have to ensure that no worker/employee deputed for service under this tender is below the age of 18 years. If any worker/employee is found to be below the age of 18 years, the Agency will be held responsible for it and legal action initiated against it. In addition, this shall also be regarded as breach of contract and penalty shall accordingly be imposed.
- v. The Authority will not be responsible for any accident involving any personnel of the Agency while on work. The Agency itself would be responsible for such accident and also for any kind of compensation to any worker/employee for such accident. The Agency will have to provide ESI cover to its personnel.

- vi. If Government increases the minimum wages during the currency of Contract, the Agency will pay revised minimum wages to its personnel from the date on which such revision comes into force. In such case of upward revision of minimum wages the Corporation will pay additional amount to the extent revised minimum wages are higher than the rates, prescribed in this RFP.
- vii. The Agency shall issue letters of appointment indicating period of contract and nature of engagement to its employees. It shall maintain full and complete attendance records and all other registers under various labour laws in force and applicable. It shall also maintain all statutory registers under the law. The agency shall produce the same, on demand, to the concerned authority of the Corporation or any other authority under law.
- viii. The Agency shall furnish to the Authority proof of payment of wages, PF, and ESI contributions in respect of its employees deployed to discharge its obligations under this Agreement along with relevant returns. In case of any default, RDA will deduct the dues and release the balance amount to the Agency.
- ix. The Agency shall be responsible for implementation of provisions of all statutory requirements relating to license under the Contract Labour (Regulation and Abolition) Act 1970, and shall also comply with all the requirements under said Act and the rules framed there under.
- x. The Agency shall allow the Authorities officials to verify its books in so far as they relate to statutory compliances and provide on demand such documentary proof as may be required by the Authority. It shall be the responsibility of the Agency to pay its employees for their services, at all times and comply with the requirements related to Income tax and other statutory laws, if any, as applicable.
- xi. While submitting bill for a particular month, the Agency will also submit the details of PF/ ESI amount deposited for the previous month along with copies of challan and list of workers/employees for which such PF, ESI contribution amount has been deposited. Until such documents are submitted, the bill shall not be paid.
- xii. The Agency shall make regular and full payment of salaries and other payments as due to its personnel deputed under service contract and furnish necessary proof whenever required. The payment of personnel by the Agency would be made on or before 7th of every month. In case 7th day is a holiday, wages should be paid on the preceding working day of the month.
- xiii. The Agency will ensure the remittance of the salary to the personnel deployed by them in RDA through Bank Account and a copy of the bank statement for last month will be furnished to this office every month along with the bills.

12.5 PAYMENT TERMS

- i. Though the contract amount to be approved pursuant to this tender process would be for one year, the Agency will raise monthly bills (in triplicate) by the 4th of the following month to the Chief Executive Officer, Raipur Development Authority enclosing the required certificates as mentioned in this RFP document, duly certified by the officer(s) in-charge.
- ii. Payments due shall be made by the Authority through cheque, DD or RTGS favoring the Agency as soon as possible after the receipt of bill in the Authority.

- iii. The payment of monthly RA bills will be released only after receipt of documentary evidence towards payments of minimum wages, EPF subscription and leave wages certified by Officer In charge of the work.
- iv. Service tax will be applicable as per current Govt rules w.e.f 16/01/2015(At present service tax is @12.36% including education cess out of which 25% of total service tax will be borne by service Provider and remaining 75% of service tax will be borne by the Service receiver). The service tax paid by the contractor shall be reimbursed on production of documentary evidence.
- v. No amount of interest will be payable by the Authority, in case of delay or on any other count.
- vi. Necessary certificate of deduction of Income Tax at source shall be issued and furnished to the Agency.
- vii. Any type of statutory taxes applicable on services under this tender (either in force at present or made applicable in future by a competent order/notification) will be borne by the Agency if not quoted in the financial bid and the Authority would make no extra payment on this account.
- viii. In case there is a waiver/ exemption/ benefit of any taxes, duties, levies etc. in full or part, the RDA shall issue, if required, the necessary certificates to the Contractor to take advantage of such benefits. The Agency shall be obliged to obtain such benefits from the respective authorities duly adhering to the conditions prescribed. Such benefit shall be passed on to the RDA.
- ix. No advance payment will be made to the Agency.
- x. Payment will be made only for the personnel ordered & actually deployed by the agency.

12.6 CONCILIATION, ARBITRATION & JURISDICTION

- i. In the event of dispute or difference arising between RDA and the Agency, the same shall be discussed in the first instance between the representative of the Agency and authorised representative, RDA.
- ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the Authorised signatory of the other party within 21 days of arising of such a claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for Arbitration to Chief Executive Officer of RDA within 10 days after the passage of this time. The CEO, RDA would appoint the Sole Arbitrator/a panel of Arbitrators of the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the CEO,RDA. The place of arbitration will be Raipur. Wherever applicable, the provisions of the Arbitration and Conciliation Act, 1996 shall apply.
- ii. The courts at Raipur shall have exclusive jurisdiction over all matters arising out of this tender process or out of the Agreement pursuant to it or out of any arbitration hereunder.

12.7 FAILURE TO PROVIDE SERVICES AS REQUISITIONED AS PER THE CONTRACT AGREEMENT

The Agency shall provide the services as per the requirement of the Authority. Delay in performance, non-performance or unsatisfactory performance of any service enlisted in terms and conditions of this tender and/or annexure(s) to it will be termed as default on the part of the agency.

i. Liquidated Damages:

In case of any default of Agency, RDA shall have the right to recover from the Agency Liquidated Damages not amounting to penalty up to a maximum amount of 5% of Annual Contract Agreement Amount, which may be in addition to penalty as defined at (ii) below.

ii. Penalty for significant deficiencies in Services:

In case of significant deficiencies in Services causing adverse effect on the work or on the reputation of the Corporation, whole or part of the Performance Security Deposit will be confiscated, in addition to Liquidated Damages as defined in (i) above. Other penal action including debarring for a specified period/black listing may also be taken. RDA also reserves the right to raise justifiable claims in the event of breach of contract or deficiency in service by the Agency.

12.8 SUSPENSION OF WORK

- i. If the work is temporarily suspended by the Authority for any reason whatsoever, the Authority will convey temporary suspension of the Work in writing to the Agency for which period, the Agency shall fully or partially stop its activities as advised by the Authority.
- ii. Due to the period under suspension if the time schedule gets extended, the work period shall consequently be treated as extended under the terms and conditions as laid out in this RFP.
- iii. If the progress of the Work is suspended by RDA for a period of more than 2 months, the Agency may seek termination of contract from RDA.

12.9 TERMINATION OF CONTRACT AGREEMENT

- i. RDA reserves the right to terminate/curtail the contract at any time after giving one week's notice to the Agency owing to deficiency of service, sub-standard quality of manpower deployed or any other breach of contract, in which case the value of the work done to date by the Agency will be paid for at the rates specified in the Agreement after making due deductions for liquidated damages and/or penalty for significant deficiencies in services. Notice in writing from the Corporation of such termination/curtailment and the reasons therefore shall be conclusive evidence thereof.
- iii. RDA reserves the right to terminate/curtail the contract at any time by giving 15 days' notice should, in RDA's opinion, the cessation of work become necessary due to any reason not covered in clause (i) above, in which case the value of the work done to date by the Agency will be paid for in full at the rates specified in the Agreement. Notice in writing from the Corporation of such termination/curtailment and the reasons therefore, shall be conclusive evidence thereof.

12.10 FORCE MAJEURE

- i) Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by *force majeure*.
- ii) For purposes of this tender and agreement to be signed in pursuant to this tender process, '*force majeure*' shall mean any cause or event preventing performance of an obligation under this tender or Agreement under this tender, which is beyond the reasonable control of either party hereto, and which by the exercise of due diligence, could not have been avoided or overcome, including fire, flood, sabotage, shipwreck, embargo, explosion, terrorist attack, labour trouble, accident, riot, acts of governmental authority (including acts based on laws or regulations now in existence as well as those enacted in the future), acts of God.
- iii) It is expressly agreed that the Agency's ability to provide services to a third party at a price more advantageous to itself or Agency's economic hardship shall not constitute a *force majeure* event.

ANNEXURE – I**CHECK LIST OF DOCUMENTS TO BE ENCLOSED****A. LIST OF DOCUMENTS TO BE SUBMITTED AS TECHNICAL BID**

S. No.	Proposal will contain the following documents :	Whether enclosed
1.	All pages of RFP duly filled in and signed by the Authorised Signatory of the Bidder firm.	Yes/No
2.	Annexure – I : This Check List	Yes/No
3.	Annexure –II, Form-I: Declaration for acceptance of Terms & Conditions of the Request for Proposal (RFP), duly filled & signed.	Yes/No
4.	Annexure – II, Form-II: Bidder's Profile and Documents to substantiate Eligibility, duly filled, signed & enclosing documents.	Yes/No
5.	Annexure – II, Form-III: Technical capacity of the bidder, duly filled, Signed & enclosing documents.	Yes/No
6.	Annexure – II, Form-IV: Financial capacity of the bidder, duly filled, signed & enclosing documents.	Yes/No
7.	Annexure – III, Financial capacity of the bidder, duly filled, signed & enclosing documents.	Yes/No
8.	Annexure – IV, Format of Agreement, duly initialled	Yes/No
9.	Annexure – V, Proforma For Performance Security Bond, duly initialled	Yes/No
10.	Proof of payment of Tender fee (scanned copy of DD/ Banker Cheque)	Yes/No
11.	Proof of EMD (scanned copy of DD/Banker's Cheque (Annexure-V)	Yes/No

B. LIST OF DOCUMENTS TO BE SUBMITTED AS FINANCIAL BID

S. No.	Proposal will contain the following documents :	Whether enclosed
1.	Financial Bid to be filled in format as per Annexure – III	Yes/No

ANNEXURE – II, FORM-I

Date:

**DECLARATION FOR ACCEPTANCE OF TERMS & CONDITIONS
OF THE RFP & GCC**

We,, having our office at

..... ,

agree to all the Terms & Conditions of both General Conditions of the Contract (GCC) and of the Request For Proposal (RFP) No. _____,

dated _____ issued by Raipur Development Authority for engaging Agency for providing manpower placement services to Raipur Development Authority, Raipur.

Our offer will remain valid for 120 days from the date of opening of Technical Bid.

Date

Signature

Place

Name

Seal of Authorised Signatory

ANNEXURE – II. FORM-II
BIDDER’S PROFILE AND DOCUMENTS TO SUBSTANTIATE ELIGIBILITY
OF THE BIDDER

Please find enclosed signed copy of the Profile, and the other requisite documents as mentioned herein.

1.	Name of the Work	Providing Security services to RDA
2.	Name of the Bidder Firm	
3.	Date when incorporated/ Registered.	
4.	Profile of the Firm (Proprietor/ Partnership/ Private limited/ Public Limited.	
5.	Registered Office Address (With Pin Code)	
	Telephone Nos. (With STD Code)	
	Fax Nos. (With STD Code)	
	E-mail ID	
	Website	
6.	Service Tax Registration No.	
7.	PAN Card No.	
8.	TIN/VAT/CST Number	
9. (a)	Name and designation of the Chief Executive of the firm	
(b)	Address	

10.	Name and designation of the authority that is authorized to sign the tender document	
(a)		
(b)	Address	
11.	Tender Fee (Details of the Cash/DD/Bankers cheque)	
12.	EMD details	
13.	Bank address with RTGS Account Details	
14.	Other Eligibility documents attached :	
(a)	As per Clause3(i)	
(b)	As per Clause 3(ii)	
(c)	As per Clause 3(iii)	
(d)	As per Clause 3(iv)	
(e)	As per Clause3(v)	
(f)	As per Clause3(vi)	

We hereby certify that all the information provided above is correct and true to the best of our knowledge.

Date

Signature

Place

Name

Seal of Authorised Signatory

Note:

- **Additional pages, duly signed may be attached wherever necessary.**
- The bidder shall submit all the documents indicated in the clause (3) and its sub clauses.
- However for clause 3 (IV) only, wherever documents are not available, the bidder may provide an affidavit on the company's letter head that the certificates will be provided prior to the award of the Contract.
- If the bidder fails to submit the document stated in the clause 3 (IV) prior to the award the contract, in such cases the bidder will be disqualified and the next lowest and qualified bidder will be called for negotiations.

ANNEXURE – II, FORM-III

**TECHNICAL CAPACITY OF BIDDER EXPERIENCE OF
PROVIDING SECURITY SERVICES PLACEMENT SERVICES**

S. No.	Name of Client	Name of Work and date of completion	Work order No. and date	Total Value of entire work Rs.	Value of work completed in relevant years (year-wise) Rs.	Number of staff deployed per month	Remarks
1.							
2.							
3.							
4.							
5.							

Note: Attach documents as per Clause 3 (v) above.

Date

Signature

Place

Name

Seal of Authorised Signatory

ANNEXURE – II, FORM-IV

FINANCIAL CAPACITY OF BIDDER

S. No.	Year	Turnover (Rs.)
1.	Year 2009-10	
2.	Year 2010-11	
3.	Year 2011-12	
4.	Year 2012-13	
5.	Year 2013-14	

Note: Attach documents as per Clause 3(vi) above.

Date

Signature

Place

Name

Seal of Authorised Signatory

Sign and Seal of the Chartered Accountant

FINANCIAL BID**ANNEXURE-III****FORMAT FOR FINANCIAL BID FOR PROVIDING SECURITY SERVICES**

S. No	Particulars	Qty. (nos.)	Base rate Per month Per person Excluding other applicable	Monthly Proposed rate of administrative, supervision charges and contractors profit. (Fixed)	No of person x Monthly Proposed rate inclusive of administrative, supervision charges and contractors profit = (a) X (b +c)	Period
		(a)	(b)	(c)		
01	Security Guard	4 No	7646			Monthly
	Total			In Figures	In Figures	
	(In figures & words indicating clear Monthly total Contract value in INR					

- i. The rates quoted in Percentage will **NOT** be considered.
- iii The rate should **not** be quoted in paise i.e. in decimal of rupees.
- IV The service tax shall be paid extra, as per applicable rules and condition given in the contract.
- v The lowest bidder will be evaluated based on overall sum of Monthly total contract value in INR for all Security guards
- vi TDS shall be deducted, as per applicable rules.

(Signature of Authorized Signatory)

ANNEXURE-IV**FORMAT OF AGREEMENT**

This AGREEMENT (hereinafter called the “Agreement”) is made on the _____ day of the month of _____, 2014, between, Raipur Development Authority (hereinafter called the “Authority” or “RDA”) and _____ (hereinafter called the “Agency”) on the other hand.

WHEREAS

- (A) the Authority requires the Services of an Agency for Providing Manpower Placement Services to RDA, as defined in the RFP document attached to this Agreement (hereinafter called the “Work”).
- (B) the Agency, having represented to the Authority that they have the required professional skills, personnel and technical resources, have been selected to complete the Work on the terms and conditions set forth in this Agreement.

NOW THEREFORE the parties hereby agree as follows:

1. The following documents hereto shall be deemed to form an integral part of this Agreement:
 - (i) The RFP Document (No. _____ dt. _____) in its entirety along with all its Annexures, Appendices, etc.
 - (ii) Addendum and/or Corrigendum to the RFP Document the Bid Submitted if issued by the Authority.
 - (iii) The Letter of Award issued by the Authority in favour of the Agency.
 - (iv) General Conditions of Contract (GCC) (enclosed)
 - (v) The bid submitted by the Agency pursuant to this RFP.

2. Duration of contract

The initial time period of the contract shall be One Year from _____, which shall be extendable to another two years on same terms and conditions, at the behest of RDA, if required. Such extension would be on mutual agreement between RDA and the Agency.

3. The mutual rights and obligations of the Authority and the Agency shall be as set forth in the above documents, and in particular:
- a) The Agency shall provide the services as per the Scope of Work as specified in the RFP document and shall fulfil its obligations towards the Authority specified therein in conformity with the time schedule stated therein. Further, the Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment and methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful Contractor to the Authority, and shall at all times support and safeguard the Authority's legitimate interests in any dealings with Third Parties; and
 - b) The Authority will make payments to the Agency in accordance with the Letter of Award.

In witness whereof, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

Authorised Signatory
For **Raipur Development Authority.**

Authorised Signatory
For _____(Agency)

Witness:

- a) Name and Address
- b) Name and Address

Note: This agreement should be executed on non-judicial stamped paper, stamped in accordance with the Stamps Act.

ANNEXURE – V**PROFORMA FOR PERFORMANCE SECURITY BOND**
(To be submitted by the successful bidder at the time of agreement)

In consideration of Raipur Development Authority, Raipur (hereinafter called RDA, Raipur) having agreed to exempt _____ (here in after called the said Service Provider from the demand of security deposit in the form of EMD of Rs. _____ on production of Bank Guarantee for Rs. _____ for the due Fulfilment by the said Service Provider of the terms & conditions to be contained in an Agreement in connection with the contract for supply of _____ we, _____ (name of the bank) _____ (here in after referred to as “the Bank”) at the request of _____ Service Provider do hereby

Undertake to pay to RDA, RAIPUR, _____ an amount of not exceeding _____, against any loss or damage caused to or suffered or would be caused to or suffered by the RDA, RAIPUR, _____ by reason of any breach by the said Service Provider’s of any of the terms & conditions Contained in the said agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from RDA, RAIPUR, _____ stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the RDA, RAIPUR, _____ reason of breach by the said Service Provider of any of the terms & conditions contained in the said agreement or by reason of the Service Providers failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the RDA, RAIPUR, _____ in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We undertake to pay to RDA, RAIPUR, _____ any money so demanded notwithstanding any disputes raised by the Service Provider in any suit or proceeding pending before any court or tribunal relating thereto our liability under the present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Service Provider shall have no claim against us for making such payment.
4. We (name of the bank) _____ Further agree that the guarantee herein contained shall remain in full force and effect immediately for a period of Eighteen months from date herein and further agree to extend the same from time to time (one year after) so that it shall continue to be enforceable till all the dues of RDA, RAIPUR, _____ under or by virtue of the said agreement have

been fully paid and its claims satisfied or discharged or till RDA, RAIPUR, been fully and properly carried out by the said Service Provider(s) and accordingly discharges this guarantee.

5. We (name of the bank) further agree with the RDA, RAIPUR, _____ that RDA, Raipur, _____ shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contactor(s) from time to time or to postpone for any time to time any of the powers exercisable by RDA, Raipur, _____ against the said Service Provider and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Service Provider or for any forbearance, and or any omission on part of the RDA, Raipur, _____ or any indulgence by RDA, Raipur, _____ to the said Service Provider or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Service Provider.
7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by RDA, RAIPUR.

Place:

Date:

(Signature of the Bank Officer) Rubber stamp of
the bank

Authorized Power of Attorney Number:

Name of the Bank officer:

Designation:

Complete Postal address of Bank:

.....

Telephone Numbers

Fax numbers

Note: This guarantee should be issued on non-judicial stamp paper, stamped in accordance with the Stamps Act.