



OFFICE OF THE
GUWAHATI METROPOLITAN DEVELOPMENT AUTHORITY,
BHANGAGARH, GUWAHAT-05

Tel: 0361-2529650, e-mail: ceogmdaghy@gmail.com : website : www.gmda.assam.gov.in

No. GMDA/DEV/155/2022/16,

Dated Guwahati the 28th September, 2022

REQUEST FOR PROPOSAL (RFP)
FOR
FOR SELECTION OF AN AGENCY TO PROVIDE
SECURITY GUARDS
AT SOUTH GUWAHATI WEST WATER SUPPLY PROJECT
SITES UNDER GUWAHATI METROPOLITAN DEVELOPMENT
AUTHORITY, BHANGAGARH, GUWAHAT-05

ISSUED BY

THE CHIEF EXECUTIVE OFFICER, GMDA
BHANGAGARH, GUWAHATI-05



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No. GMDA/DEV/155/2022/16,

Dated Guwahati the 28th September, 2022

SECTION- I

REQUEST FOR PROPOSAL (RFP)
DETAILED PROCUREMENT NOTICE

- 1) The Chief Executive Officer, GMDA , Bhangagarh, Guwahati -5 (Procuring Entity) invites Online Request for Proposal (RFP) in two bids system from eligible, registered & reputed agencies to provide Security Guards at the South Guwahati West Water Supply Project sites at South - Western Part of Guwahati under GMDA.

Schedule & dates

#	Important Information	
1)	Last date and time for downloading of the Tender	: 20.10.2022 upto 03:00 P.M
2)	Last date & time of submission RFP	: 21.10.2022 upto 02:00 P.M
3)	Date & Time for opening of RFP	: 21.10.2022 at 03:00 P.M.
4)	Address for submission of RFP	: Chief Executive Officer, GMDA, 3 rd Floor , Statfed Building, Bhangagarh, Guwahati -781 005, Assam
5)	Website for downloading of RFP Document	: https://assamtenders.gov.in
6)	Online RFP Document Fee	: Rs. 1,000/- (Rupees One Thousand) only to be made through e-tendering portal

- 2) The RFP document is attached to this detailed procurement notice and it includes documents to facilitate preparation and submission of proposal , criteria for qualification, evaluation procedure, award of contract and relevant forms to be filled by bidders. Bidders are requested to download the bid.
- 3) The sealed envelope should be super scribed as "Request for Proposal for selection of an Agency to provide Security Guards at the South Guwahati West Water Supply Project sites at South -Western Part of Guwahati ."
- 4) A bidder requiring any clarification on the document may visit the office during office hours on or before 15.10.2022. No hard copy of the RFP will be provided by the office to the bidder.
- 5) The Chief Executive Officer, GMDA , Bhangagarh, Guwahati -5 shall not be held liable for any delay in the receipt of proposal.
- 6) The Chief Executive Officer, GMDA , Bhangagarh, Guwahati -5 reserves the right to accept or reject any or all proposals either in part or in full and to annul the bidding process without assigning any reasons thereof.

Sd/-
Chief Executive officer
Guwahati Metropolitan Development Authority,
Bhangagarh, Guwahati-5

SECTION-II

LETTER OF PROPOSAL - TECHNICAL PART

(to be submitted on bidder's letter head)

No. GMDA/DEV/155/2022/16,

Dated Guwahati the 28th September 2022

Our reference no.....

Dated.....

To,

**The Chief Executive Officer
Guwahati Metropolitan Development Officer
Bhangagarh, Guwahati -5**

**Sub: RFP: Selection of an Agency to provide Security Guards at at the South Guwahati
West Water Supply Project sites at South -Western Part of Guwahati under
GMDA.**

Sir,

1) I/We, the undersigned, hereby submit our Proposal in two parts (single envelope), namely:

(a) Technical Part ; and

(b) Financial Part

2) In submitting our proposal , we make the following declarations:

(a) No reservations: We have examined and have no reservations to the RFP document;

(b) Conformity: We offer to provide service in conformity with the RFP document and in accordance with the Schedule as shall be mentioned in the Work Order and other related services, if required;

(c) Proposal Validity Period: Our proposal shall be valid for a period of 45 (forty five) days from the deadline fixed for submission of quotation;

(d) Eligibility: We meet the eligibility requirements and have no conflict of interest; we are not participating in more than one proposal in this bidding process, and we have not been temporarily suspended or debarred by the State/Central or any other organizational entities under the government or blacklisted or suspended by the Central or any State Government;

(e) Fraud and Corruption: We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of corrupt, fraudulent, collusive, coercive, or obstructive practices; and we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act, 1988."

Yours faithfully,

.....

(Authorized Signature)

Name of the authorized signatory

Position of the Authorized Signatory holding in the firm/agency

Mobile no authorized signatory

Address of the firm/agency.....

Dated on.....day of..... , 2022 [insert date of signing]

SECTION-III

BIDDER'S INFORMATION

Sl. no.	Bidder's information	Documentary Proof
1)	Bidder's Name and Address	(Please attach self-attested documentary proof of the Name and Address)
2)	Name of the authorized officer/signatory of the Bidder	(Name of the authorized officer/signatory countersigned by the proprietor/Partners/Board of Directors, etc.)
3)	Contact number of authorized officer/signatory of the Bidder	(Furnish on the letter head of the bidder)
4)	E-mail id of authorized officer/signatory of the Bidder	(Furnish on the letterhead of the bidder)
5)	Name(s) of the Proprietor or all Partners or Directors of the Bidder	(Furnish on the letterhead of the bidder)
6)	Bidder's Registration No. /Corporate Identification No.(CIN) etc.	(Please attach self-attested documentary proof)
7)	Bidder's registered office in Guwahati/Assam	(Please attach self-attested documentary proof)

SECTION-IV

SCOPE OF WORK

1) MANPOWER

Manpower required	Number	Place of providing security service	Description of duties
Unarmed Security Guard	18 (Eighteen)	At the South Guwahati West Water Supply Project sites at South -Western Part of Guwahati under GMDA.	As stated in this document

- 2) Duty:** Security Guards shall be required to guard the premise of (including the entrance) of the Water Treatment Plant (WTP) site at Sadilapur, Jalukbari, Guwahati 12 , Intake well pump site at Pandu ghat and at different Water reservoirs situated hill sides including West Kamakhya Hill under the South Guwahati West Water Supply Project sites at South -Western Part of Guwahati under GMDA round the clock in shifts of 8 (eight) hours in roster. In every shift 2 (one) security guards shall work. During the night shift, the security guard shall make rounds around the premise of Water Treatment Plant (WTP), Intake pump site and hilltop water reservoir sites . No Security Guard shall leave place of duty before arrival of Security Guard of the next shift. In other words, at no time the place of duty of Security Guard shall lie deserted and unattended . If any Security Guard leaves place of duty before arrival of Security Guard, he shall be summarily discharged from duty and replaced by Service Provider immediately on receipt of written communication from the Authority. Failure to adhere to this, may attract penal action to be initiated against the security agency as per provision.
- 3)** Security Guard shall open the entrance gate in the morning and lock the entrance gate at night by the security personnel on duty after the staff has left office.
- 4)** Security Guard shall not entertain unknown persons to enter the project sites in duty late in the night. Even other time of the day , the Security Guard on duty shall not allow to get anybody in the project premise without having/examining valid identity card of the bearer except those who are officially authorized or on office/project duty.
- 5) Duty hours of Security guards:** Duty hours of Security shall be as under:
- Shift – 1:** 0600 Hours (6 A.M.) to 1400 Hours (2.00 P.M.) (8 Hours)
Shift – 2: 1400 Hours (2.00 A.M.) to 2200 Hours (10.00 P.M.) (8 Hours)
Shift – 3: 2200 Hours (10.00 A.M.) to 0600 Hours (6.00 P.M.) (8 Hours)
- 6) Uniform and other articles to be provided to Security Guards:** Service Provider shall provide to each Security Guard the following articles essential for performance of their duty, however not limited to:
- a. blue uniform
 - b. black belt
 - c. black/blue beret cap
 - d. black shoes
 - e. whistle with rope to tie with chest pocket
 - f. umbrella

- g. raincoat
 - h. torchlight for night duty;
 - i. laminated identity card with photograph mentioning Security Guard's name & Service Provider's name. This is to be worn by each Security Guard on duty.
7. The Procuring Entity shall provide sitting space to Security Guards.

SECTION-V

ELIGIBILITY CRITERIA

This invitation to submit Bids is open to those bidders who meet the following eligibility criteria. Documents to testify eligibility are also listed.

Sl. no.	Eligibility conditions	Documents to be enclosed
1)	Bidder should be in the business of security guards	(Please attach self-attested documentary proof)
2)	Bidder should provide financial soundness certificate?	(Please provide relevant certificate from the concerned bank)
3)	Online Bid Document Fee of Rs. 1,000/- (Rupees One Thousand) to be made through e-tendering portal	(Please provide details of bank, date, amount etc.)
4)	Bidder should submit Online Bid Security (EMD) of Rs. 25,000/- (Rupees Twenty Five Thousand) only to be made through e-tendering portal	(Please provide details of bank, date & no.)
5)	Bidder having security related service experience may be preferred	(Please attach self-attested documentary proof)
6)	License under Private Security Agency (Regulation) Act, 2005	(Please attach self-attested documentary proof)
7)	License to operate as Private Security Agency in the state of Assam	(Please attach self-attested documentary proof)
8)	Bidder should have labour license from the competent authority	(Please attach proof of the same)
9)	Bidder should have ESIC license (Registration No)	(Please attach self-attested photocopy)
10)	Bidder should have EPF license (Registration No)	(Please attach self-attested photocopy)
11)	Salaries paid to the Security Guards shall not be less than the stipulated under Minimum Wages Act and the agency shall comply with all statutory requirements connected thereto.	(Self declaration on the letterhead of the bidder)
12)	Up-to-date Trade License of the Bidder	(Please attach self-attested photocopy)
13)	Bidder's Permanent Account Number (PAN)	(Please attach self-attested photocopy)
14)	Bidder's Goods & Services Tax Number (GST)	(Please attach self-attested documentary proof)
15)	Bidder should have ISO certificate, if any	(Please attach self-attested documentary proof)
16)	The bidder should have not been blacklisted by any State/Central Government Department/PSU in the last three years for breach of general or specific conditions of contract, fraudulent, unethical or corrupt business practices.	(Self declaration of the Bidder on the letterhead of agency)
17)	The bid document shall be signed by the authorized signatory in all the pages with official seal and submit along with self attested supporting documents.	The bidder should comply by putting authorized signature & official seal
18)	Upto date Income Tax Clearance for last 3 (three) Financial Years , i.e. for 2019-20, 2020-21 & 2021-22	(Please attach self-attested documentary proof)

SECTION-VI

TERMS & CONDITIONS

- 1) The bidder would deploy unarmed security guards guard the premise of (including the entrance) of the Water Treatment Plant (WTP) site at Sadilapur, Jalukbari, Guwahati 12 , Intake well pump site at Pandu ghat and at different Water reservoirs situated hill sides including West Kamakhya Hill under the South Guwahati West Water Supply Project sites at South -Western Part of Guwahati under GMDA round the clock in shifts.
- 2) The security Guards would be of minimum 18 years and maximum of 50 years of age.
- 3) Security Guards provided should be physically fit to perform the duties of Security Guard and should be able to speak Assamese & Hindi.
- 4) The bidder and its Security Guards shall take necessary action as may be directed by the Authority to prevent theft, pilferage, burglary, loss or damage to any of the Authority's property inside or outside the building or connected with or meant for the office given to them specifically for guarding.
- 5) A log sheet, specifying daily reporting and relieving time of Security Guards shall be maintained for each guard by the agency. The controlling/concerned officer (to be mentioned in the work order) from the Authority shall inspect the duty roster book from time to time. The bidder should submit the duly filled in log sheet, signed & certified by the controlling/concerned officer (to be mentioned in the work order) , along with the bill, on monthly basis.
- 6) Security Guards should wear the uniform, while on duty, prescribed by the bidder with approval of the Authority.
- 7) Security Guards should have undergone proper training on all security related issues, should be decent and well behaved.
- 8) Guards should preferably be trained to undertake preventive fire fighting operations in the event of commencement of fire with the available fire fighting equipments installed in the water supply project sites of GMDA to the extent possible with the said appliances.
- 9) Replacement of Security Guards should be provided in the event of sickness or in any other circumstances, when the guard is absent, with approval of the Authority .
- 10) A Bidder
 - a. shall not participate in more than one bid;
 - b. shall not have any conflict of interest; and
 - c. should not have been blacklisted or suspended by Central or any State Government department in India in the last three (3) years.
- 11) A prospective bidder requiring any clarification may write to the office before the closing date and time of bid submission to get clarifications on the quotation.
- 12) The bidders are advised to periodically browse the website- **www.gmda.assam.gov.in** or Govt. e-tendering portal <https://assamtenders.gov.in> for any addendum/corrigendum issued in connection with this bid and satisfy themselves before submission of the bid. **Any addendum/corrigendum/modification shall only be uploaded on the departmental website.**

13) Preparation of Proposal

The Proposal shall be addressed to “Chief Executive Officer , GMDA, Bhangagarh, Guwahati -5. (Assam).”

- i. **Price (Price Bid) shall be submitted as per the format given at Section- VII separately. Other supporting documents i.e. Technical Proposal as mentioned in the bid with a copy of the RFP shall be submitted in a sealed envelope, clearly marked as “Request for Proposal for Selection of an Agency to Provide Security Guards at the South Guwahati West Water Supply Project sites at South -Western Part of Guwahati under GMDA”.** The name of the bidder, address and contact numbers should be mentioned on the top reverse of the sealed envelope. Technical bids will be opened first on the date of opening of RFP. After evaluation of Technical proposal by the Tender Evaluation Committee of GMDA, Price bid (Financial Proposal) of Technically qualified bidders (RFP) only will be opened & considered.
- ii. All pages of the proposal shall be signed and stamped by the authorized person to indicate that the bidder has agreed to all terms and conditions of the quotation. Overwriting, alterations, if any, in the quotation should be signed by the authorized signatory.
- iii. Proposal not accompanied by specified documents, self-declarations, signatures may be rejected by the office as non-responsive and may not be evaluated.
- iv. All duties, taxes and other levies payable by the bidder under the contract shall be shown separately.

14) Bid Security: The bidder shall furnish a bid security (refundable) of **Rs. 25,000.00/- (Rupees Twenty Five)** only in the form of either a Demand Draft/Fixed Term Deposit issued by a nationalized/scheduled bank in favour of the ‘Chief Executive Officer, GMDA’ payable at Guwahati with 45 (fourty five) days validity beyond the bid validity period. Any bid not accompanied by the Bid Security shall be rejected by the Authority as non-responsive. The Bid Security will be returned to unsuccessful bidders after submission of Performance Security by the successful bidder(s). **The bid security of the successful bidder shall be returned upon submission of the performance security. It is made clear that, no interest shall be payable on the refunded bid security.**

15) The Bid Security may be forfeited –

- i. If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Proposal form.
- ii. If the successful bidder fails to furnish performance security.
- iii. If the documents enclosed with the bid is found to be forged at a later stage.

16) Validity of Proposal : Proposal shall remain valid for a period of **45 (forty five) days** from the date of submission of the proposal (Bid) .

17) Signing of Proposal : The name and position held by person signing the quotation and related documents must be typed or printed below the signature.

18) Proposal Submission: Bidders are to submit their hard copies of the sealed envelopes containing the Technical proposal by post or by hand to **Sri Pulak Kalita, Project Engineer, GMDA, 3rd Floor , Bhangagarh, Guwahati-5, Assam. The Technical proposal containing the copies of all the supporting documents shall be signed/self attested by the bidder. The bidders are requested to avoid last minute submission.**

19) The Agency must quote the breakup of salary proposed to be paid to the guards as per minimum wages notified by Labour and Welfare Department, Govt. of Assam. The wages must also comply with guidelines, viz., Basics and VDA, EPF, ESI, Bonus, Service Charges, applicable taxes etc.

20) Evaluation of Proposals :

- 1) The Chief Executive Officer, GMDA shall evaluate the Technical proposal first and compare the proposals determined to be substantially responsive, i.e. which,
 - i. are properly signed and sealed,

- ii. have submitted the required documents and meet the criteria specified as indicated above.
- iii. The Financial proposals of Technically qualified bidders would be **evaluated by the Tender Evaluation Committee based on the total quoted price** and order shall be placed to the L1 bidder based on the quoted value.
- iv. To determine L1 price/value, GST/taxes/etc. shall not be taken into account.
- v. Mere submission of proposal does not entitle a bidder for award of contract.

21) Award of contract:

- i. The Chief Executive Officer, GMDA shall award the contract to the bidder whose proposal has been determined to be substantially responsive and who has offered the lowest evaluated offered price.
- ii. If two or more firms offer the same price, the agency which has more number of services in years shall be given preference.
- iii. Notwithstanding the above, the Chief Executive Officer, GMDA reserves the right to accept or reject any quotation and to cancel the bidding process and reject all quotations at any time prior to the award of the contract.
- iv. The bidder whose proposal is accepted will be notified of the award of the contract by the Chief Executive Officer, GMDA prior to the expiration of the bid validity period. The terms of the accepted offer shall be incorporated in the order.

22) Performance Bank Guarantee:

- i) The successful bidder shall be required to submit a **Performance Bank Guarantee of Rs. 1,00,000/- (One Lakh) only in the form of Bank Guarantee from any Nationalised/Scheduled Bank, drawn in favour of "Chief Executive Officer, GMDA" in the format as per APPENDIX -I. The Performance Security Deposit should have validity for at least 30(thirty) days beyond the contract period (13 months). But no interest shall be claimed nor be paid on the performance Security at the time of refund.**
- ii) The Performance Bank Guarantee will be retained during the entire contract period by the Chief Executive Officer, GMDA and will be returned after the completion of the contract period.
- iii) The Performance Bank Guarantee is liable to be forfeited to the Chief Executive Officer, GMDA without any prejudice to any other rights and remedies of the Chief Executive Officer, GMDA in case the successful bidder fails to undertake the supply work as per the terms and conditions given in the supply order during the term of the contract.

23) Contract Period: The Contract Period is for 01 (One) year, which may further be extended based on the mutual understanding & satisfactory service delivery by the supplier(s).

24) Prohibition against sub-contract etc: Service provider shall not assign, transfer, pledge or sub-contract the services of the person(s) without prior consent of Authority.

25) Payments:

- i. The Service Provider will submit the bill, in triplicate, along with signed duty attendance, etc., in respect of a particular month by the **10th day of the following month**. The payment will be released after deduction of taxes at sources under the laws in force.
- ii. The Authority shall make all efforts to pay bills within 90 (ninety) days of receipt of the monthly bill from the selected Service Provider. However, even in the event of non-payment of bills within the stipulated period for non-availability of funds, etc., the Service Provider shall be bound to continue deployment of the persons at the Authority. Service Provider shall have the capability to pay from his resources at least up to 3 (three) months.
- iii. The Authority shall not be responsible for payment of any kind of remuneration to the manpower so supplied even if Service Provider has not paid them. All disputes between Service Provider and Security Guards persons shall be decided by themselves.

- 26) The Chief Executive Officer, GMDA reserves the right to discontinue the engagement of the selected security service provider at any time.** The decision of the Chief Executive Officer, GMDA in this regard shall be final and binding on the bidder.
- 27) In case of dispute, arising in respect of the clauses of the agreement, the matter shall be subject to the jurisdiction of the Court(s) at Guwahati only.
- 28) The Authority may increase or decrease the number of persons supplied for security guards at any time depending upon the work in the office of the Authority and the service provider shall be bound to increase or decrease the number of persons supplied on receipt of such a request from the Authority .
- 29) In the event of any mishap or accident in respect of any such person(s) deployed to this office by the Service Provider, whether during work/office hours or otherwise or whether inside or outside the office premises, no responsibility/liability (whether pecuniary, civil or criminal) shall lie with the Chief Executive Officer, GMDA
- 30) It shall be ensured by the Service Provider that the persons provided and deployed by the Service Provider with the Authority are polite, cordial, loyal, disciplined, sincere, punctual, positive and efficient while handling the assigned work and their actions should promote goodwill amongst the officers/officials of the Authority or general public and their conduct should in no way demean the image of the Authority .In case of any misbehavior or violation of law by the security guard on duty, the service provider shall be held liable for the same
- 31) It shall be the responsibility of the Service Agency to check the antecedents of the Security Guards deployed with the Authority .
- 32) Service Provider shall engage suitable manager to oversee and manage attendance, punctuality, performance, discipline issues of security guards and also regularly liaise and co-ordinate with and respond to queries or complaints by the Authority . If such person and managerial and liaison service is not available and calls and other communication from the Authority is not responded, the same will be considered a serious lapse and deficiency on the part of Service Provider and the case may be processed for termination of the contract after giving opportunity of being heard.
- 33) If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other immediately from the date of occurrence, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract and shall resume as soon as practicable after such an event may come to an end or cease to exist.
- 34) **In case of Security Guard remaining absent from duty, a substitute shall be provided by the Service Agency immediately, else failure to do so would impose penalty. Penalty may also be levied for late reporting/non-reporting of security guards. The penalty for some of the defaults is as under:**

Sl. no.	Nature of default	Penalty (In Rs)
1)	Late Reporting	Rs. 500/- per day
2)	Non reporting	Rs. 1,000/- per day
3)	Refusal of duties	Rs. 2,000/- per instance
4)	Non-observation of dress-code	Rs. 500/- per instance
5)	Change of security guards without prior permission	Rs. 1,000/- per instance

In case of repeated or continuous default, the contract shall be liable to be terminated.

SECTION-VII

Letter of Request For Proposal -Financial Part

(This proforma must be submitted using official letterhead of the agency only)

No. GMDA/DEV/155/2022/16 ,

Dated Guwahati the 28th September, 2022

Our reference No.....,

dated.....2022.

To,

**Chief Executive Officer,
Guwahati Metropolitan Development Authority
Bhangagarh, Guwahati -781 005**

Sub: RFP: Selection of an Agency to provide Security Guards at the at the South Guwahati West Water Supply Project sites at South -Western Part of Guwahati under GMDA.

Sir,

- i. I/We, the undersigned, hereby submit the second part of our Proposal, the Financial Part. Insubmitting our Financial Part, we make the following additional declarations:
- ii. Our price shall be valid for the period of 45 (Forty Five) days from the deadline fixed for the Proposal submission;
- iii. The item wise price of all goods listed in the Financial Bid Form have been quoted, including GST/any unconditional discounts;

Yours faithfully,

.....

(Authorized Signature)

Name of the authorized signatory

Position of the Authorized Signatory holding in the firm/agency

Mobile no authorized signatory

Address of the firm/agency.....

Dated on.....day of..... , 2022 insert date of signing]

FINANCIAL BID (PRICE BID)

Sl. no.	Service	Unit	Rate per guard		GST (in Rs.)	Total (in Rs.) inclusive of all for 1 (one) security Guard (Amount in both figure & words)	Total (in Rs.) inclusive of all for 18(Eighteen) security Guards (Amount in both figure & words)
1)	Unarmed Security Guard	No.	Minimum wages as per latest notification by Labour Deptt., Assam (in Rs.)				
			EPF (in Rs.)				
			ESI (in Rs)				
			Other service charges, if any				
			Total				

SECTION -VIII

UNDERTAKING

(This must be submitted in the official letterhead of the agency)

To,

**Chief Executive Officer,
Guwahati Metropolitan Development Authority
Bhangagarh, Guwahati -781 005**

Sub: Undertaking for not being blacklisted.

Sir,

This is inform you that my/or agency/firm has not been blacklisted by Central/State Government/PSU in the last three (3) years and there has been no litigation presently with any Government agencies.

Yours faithfully,

.....
(Authorized Signature)

Name of the authorized signatory

Position of the Authorized Signatory holding in the firm/agency

Mobile no authorized signatory

Address of the firm/agency.....

Dated on.....day of, 2022 insert date of signing]

APPENDIX - I

BANK GUARANTEE FOR PERFORMANCE SECURITY

FORMAT FOR BANK GUARANTEE FOR PERFORMANCE
SECURITY UNCONDITIONAL AND IRREVOCABLE BANK
GUARANTEE

Bank Guarantee No. _____ Dated _____

_____ (Name of the Bank) _____ -

_____ (Hereinafter referred to as the "Bank")

Beneficiary of Bank Guarantee

State Coordinator, National Register of Citizens, Assam

Context of Bank Guarantee

Performance Security in pursuance of Clause 22 of Section-VI of the RFP,

Dated _____ (hereinafter referred to as the "Agreement"), executed between the State Coordinator, NRC, Govt of Assam (hereinafter referred to as the "Department") and

_____ (hereinafter referred to as "Bidder") for providing private security services at the office of State Coordinator, The Department (hereinafter referred to as the "Work or Services"), however, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage or adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

Operative part of the Bank Guarantee

At the request of the Bidder, we ,

(name and address of the bank), (hereinafter referred to as the "Bank"), do hereby unconditionally and irrevocable affirm and undertake that we are the Guarantor and are responsible to the Department i.e. the beneficiary on behalf of the Bidder, upto a total sum of Rs. _____ (Rupees _____ only), such sum being payable by us to the Department immediately upon receipt of first written demand from the Department.

We unconditionally and irrevocably undertake to pay to the Department on an immediate basis, upon receipt of first written demand from the Department and without any cavil or argument or delaying tactics or reference by us to the Bidder and without any need for the Department to convey to us any reasons for invocation of the Guarantee or to prove the failure to perform the Services as per requirements on the part of the Bidder or to show ground or reasons for the demand or the sum specified therein, the entire sum or sums within the limits of Rs. _____ (Rupees _____ only).

We hereby waive the necessity of the Department to demand the said amount from the Bidder first

Prior to serving a Demand Notice upon us for the encashment of this Bank Guarantee amount.

We further agree and affirm that no change or addition to or other modification to the terms of the Agreement, shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change, addition or modification. We further agree With the Department that the Department shall, be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable to him by the Bidder, which are recoverable by the Department by invocation of this Guarantee.

This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/validity period, except with the previous written consent of the Department.

We unconditionally and irrevocably undertake to pay to the Department any amount so demanded not exceeding Rs. _____ (Rupees _____ only) notwithstanding any disputes raised by the Bidder or anyone else in any suit or proceedings before any arbitrator, court, tribunal or other authority, our liability under this Guarantee being absolute, unconditional and unequivocal. The payment so made by us under this Guarantee to the Department, shall be valid discharge of our liability for payment under this Guarantee and the Bidder shall have no claim against us for making such payment.

This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until _____.

Notwithstanding any clause contained herein:

Our liability under this Bank Guarantee shall not exceed Indian Rs. _____ (Rupees _____ only).

This unconditional and irrevocable Bank Guarantee shall be effectively valid from _____ to _____.

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the Department serves upon us a written claim or demand on or before .

Authorized Signatory

For Bank

Notes:

1. The Bank Guarantee should contain the name, designation and Code number of The Officer(s) signing the Guarantee.
2. The address, telephone no. and other details of the Head office of the Bank as well as The issuing Branch should be mentioned on the covering letter of the issuing

