

**Government of Bihar**  
**Department of Art, culture & Youth**  
3<sup>rd</sup> Floor, Vikas Bhavan (New Secretariat)  
Patna – 800 015  
Bihar Museum Society, Patna

**NOTICE INVITING TENDER FOR PROVIDING SECURITY SERVICES (Ex-Army Personnel only for BIHAR MUSEUM SOCIETY, PATNA.**

Sealed tenders are invited from reputed agencies under “Two-bid” system - Technical Bid (un-priced) and Financial Bid (priced) to provide SECURITY SERVICES (Ex-Army Personnel only) for Bihar Museum Society, Patna (An Autonomous Organization under the Department of Art, Culture & Youth, Govt. of Bihar, Registered under Societies Registration Act, 21, 1860).

Detailed information of the Tender Document can be downloaded from the website <http://yac.bih.nic.in> or <http://prdbihar.gov.in>. The bidder has to submit non-refundable tender processing fee of Rs. 5,000/- (Rupees five thousand five hundred only) and Bid Security Fee of Rs. 1,00,000/- (Rupees One Lakh Only) through demand draft in favour of BIHAR MUSEUM SOCIETY, PATNA, payable at Patna along with the Technical Bid. Bid Security money will be returned to the all unsuccessful Agencies after 30 days of finalization of the tender. Tender Document complete in all respects in a sealed envelope is to be submitted by Speed Post/Registered Post only at the Office of the Director, Bihar Museum, Bailey Road, Patna - 800001. **No tender will be accepted by courier or by hand.** The tenders received late/tenders without Processing Fee/Conditional tenders/Incomplete Tenders in any respect would be rejected. The Director, Bihar Museum, Patna reserves the right to accept or reject any or all tenders without assigning any reason.

**Important Dates for the selection process:**


- |   |   |                             |
|---|---|-----------------------------|
| (i) Date for pre-bid conference         | - | 23/10/2018 at 3.00 p.m.     |
| (ii) Last date for submission of Tender | - | 20/11/2018 up to 03.00 p.m. |
| (iii) Date of opening Technical Bid     | - | 22/11/2018 at 04.00 p.m.    |
| (iv) Date of opening Financial Bid      | - | Will be informed.           |

**Venue for pre-bid Conference:** Pre-bid Conference for appointment of Agency for providing Security Services (Ex-Army Personnel only) for Bihar Museum Society will be held at the office of the Director, Bihar Museum, Bailey Road, Patna – 800 001.

**Memo No. – बि० सं०/सुरक्षा टे०-32/2015/845**

**Patna, Dated :- 06.10.2018**

Copy to – The Director, Information & Public Relation Department, Bihar with 08 (eight) additional copies of the advertisement and CD for publication in national dailies.

  
(Yusra)  
Director  
Bihar Museum

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**I. NOTICE**

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**II. SCOPE OF WORK**

The Service Provider will have to provide a Comprehensive Security Service (on 24x7 basis), including Deployment of Security Guards at different layers of security cover along with the supervisory personals; maintenance and monitoring of the security gadgets installed in the Bihar Museum; other necessary security arrangements as per need or as per direction given to the Security agency by the competent authority from the Museum. The agency shall be responsible for opening/closing of the Museum's building and rooms as necessitated or directed by the Bihar Museum's authority. The agency shall maintain records of inward and outward movement of persons (officials, contractors, visitors, guests etc), materials and vehicles etc. with proper check on the same as per instructions given from time to time by the authority of Bihar Museum society. The security personnel deployed shall take regular rounds of the premises to

maintain vigil and remain alert. The Security Department of the Bihar Museum will provide the number of Security Guards and Supervisory Staff to be deployed. The bidder should have valid license under Private Security Agency Regulation Act – 2005 (PSARA) and should be registered with DGR.

### III. ELIGIBILITY CRITERIA

**Technical bid envelop should contain the following:-**

- 1 The Bidder must be a legally constituted Proprietary firm, Partnership firm, Limited Company or Corporate Body, who possess the required licenses, registrations etc., as per law valid at least for 12 months from the date of the opening of tender for providing Security Service, including deployment Security Guards and other supervisory level staff.
- 2 The Bidder shall have experience of providing Security Service to Central/State Government Organization or PSUs or Banks or Museums for at least five years under DGR, Ministry of Defense, GoI.
- 3 Financial Turnover during the last 3 years should be at least 02 (Two) crore per year.
- 4 Income Tax Return of 3 Assessment years should be submitted with technical bid.
- 5 Number of Security Guards employed by the company should not be less than 250 (two hundred fifty) and at least two works of minimum 100 Security guards (Ex-Army Personnel) in current year.
- 6 There should be no case pending with the police against the Proprietor/Firm/Partner or the Company and should not be blacklisted by any Government office. (An undertaking in this regard on Non-Judicial Stamp Paper of Rs. 100 is to be provided.)
- 7 The bidder should have valid license under Private Security Agency Regulation Act – 2005 (PSARA)
- 8 **The agency shall have to provide fit and healthy Ex-Army Personnel only. For this a list of 100 Ex-Army Personnel along-with Xerox copy of Discharge Book as proof for being an Ex-Army Personnel and age proof should be enclosed.**
- 9 The Bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
  - (I) Company Registration/Proprietary firm/Partnership firm/Limited Company or corporate Body
  - (II) EPF Registration
  - (III) ESI Registration
  - (IV) Service Tax Registration/GST Registration
  - (V) License issued by the Dept. of Labour, Govt. of Bihar
  - (VI) DGR Registration Certificate.

**Note : Proof in support must be enclosed for above ELIGIBILITY CRITERIA, mentioned in para-III**

### IV. PROCEDURE

1. Tender Bids should be placed in a properly sealed envelope addressed to **the Director, Bihar Museum, Bailey Road, Patna - 800001.**

Technical bid along with Tender Processing Fee be **put up in a separate envelop** and the Financial Bid should be **put in separate sealed another envelope**, clearly indicating “TECHNICAL BID” and “FINANCIAL BID” with the details of the Bidder. Both sealed Technical & Financial Bid’s envelops should be **put in one envelope and must be super-scribed “Tender for Providing Security Services”** with the name, address, e-mail & phone nos. of the Bidder. The tender must be submitted at the **Office of the Director, Bihar Museum, Bailey Road, Patna - 800001** on the date & up to the time mentioned in the tender notice and the tenders will be opened in the Office of the **Director, Bihar Museum, Bailey Road, Patna - 800001** in the presence of all Bidders or their authorized representatives on the date informed to the Bidders through e-mail/sms.

2. The Bidder shall acquaint himself fully with the Museum premises; Security Gadgets installed therein, Security provisions, conditions and the working environment before quoting the rates. He is advised to do a

complete survey at his own of the Premises before offering rates. No compensation because of any difficulties will be entertained later after award of works.

3. The evaluation of the tender will be done as per least cost selection basis. The Technical Bid will be carrying 100 marks, the detail break-up of which is given on **Annexure - III** of the Tender Document, qualification marks will be 70 points. The financial bid will be opened after completion of technical bid of only those agency, qualified in technical bid.
4. In case the Bid being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a Person holding a power of attorney authorizing him to do so or in the case of a company, the tender be signed in the manner laid down in the said Company's Article of the Association. The signatures on the tenders will be deemed to be the authorized signatures.
5. **An Index page showing contents/annexure & page no. should be annexed first followed by relevant documents with proper page numbering & signed by the owner of the firm or his Authorized Signatory** as token of acceptance of Terms & Conditions. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/ authorization may be enclosed along with tender.
6. The bidder must ensure that the conditions laid down for submissions of offers are complete and correctly filled. The rates and units shall not be overwritten and shall be in both i.e. figures and words..
7. In case two or more agencies are found to have quoted the same rates, the Tender Committee shall recommend about the Bidder to which the offer shall be granted based on the basis of the marks scored in the Technical Bid. The Bidder getting higher score in the Technical Bid shall be awarded the work. The decision of the Director, Bihar Museum or Authority nominated by the Department shall be final.
8. Any changes with respect to this tender will be notified through News Paper and the website <http://yac.bih.nic.in> or <http://prdbihar.gov.in> only.
9. Bihar Museum Society reserves the right to accept or reject any or all the tenders without assigning any reason.

#### **V. TERMS AND CONDITIONS**

1. The bidder must provide information about his Agency as per **Annexure-I**, i.e. Technical Bid.
2. The Security Guards are to be provided as per requirement for twenty-four hours a day and seven days a week, provided each Guard shall do his duty for eight hours a day. In case of over-time as per the Labour Rule, the Wage will be suitably paid according the Rule or mutual understanding.
3. The number of security personnel required will be approx 100 or may vary as per needs. Bihar Museum Society reserves the right to reduce or increase the Manpower, if considered necessary. In either case the contract amount payable to the Agency shall stand modified under the Contract on pro-rata basis.
4. The payment details to be provided as per the format attached as **Annexure-II** i.e., Financial Bid. All the rates should be quoted all inclusive, i.e. all admissible administrative charges & Taxes; charges as per DGR Rule.
5. The Successful tender shall have to furnish a suitable performance security of an amount of Rs. 5,00,000/- (Rupees Five Lakh only) in the form of Demand Draft/Bank Guarantee before signing of the Agreement between the parties. The proceeds of their Performance Security shall be payable to the Bihar Museum Society as compensation for failure to fulfill its obligation under the contract or for making delay in the completion of obligations under the contract. The Performance Security deposit amount shall not carry any interest and shall be valid till 60 days beyond the end of the period of the contract.
6. The Successful bidder shall have to provide training as per museum's norms as especially fire-fighting, handling of electronic security gadgets/equipment's and other security drills.
7. The staff employed by the agency will always keep identity cards with them for verification while working.
8. Provide summer and winter uniforms, identity card and safety items to his employees, as required under the law at his own cost. All personnel of the Agency will wear the uniforms in clean condition while on duty. Bihar Museum Society shall not pay any extra charges to the Agency against these items.
9. The Bihar Museum Society shall have the right to replace or stop any person without assigning any reason whatsoever and the substitute shall have to be provided by the Agency immediately, if required.

10. The Security Guards provided by the Agency should be physically fit, healthy for performing assigned duties and shall not be above 58 years of age and should have clean Police Record. It will be the duty of Agency to make available the 'Police Verification Report' before deployment of any staff or Manpower.
11. The Security Guards will be screened by Bihar Museum Society. All the persons to be provided should have good moral character. No criminal case should be pending against any of the persons employed by the Agency. The Agency should ensure that his worker does not smoke, not indulge in drinking alcohol or intoxicants or in gambling.
12. The details of the Security Guards, deployed by the Agency, with Bio-data, Discharge Book from Army, attested proof of Identity, photocopy of the driving license (in case of driver) and the latest photographs of all the persons shall be supplied to the Bihar Museum Society for record.
13. Obtain necessary license, permit, consent, sanction etc., as may be required or called for from / by local or any other authority for doing such work. The Agency shall comply at its own cost with all applicable laws, rules and regulations in force from time to time whether of Central or State Govt. as applicable to him or to this contract without any liability and responsibility to Bihar Museum Society, whatsoever it may be.
14. The administration of Bihar Museum Society shall be at liberty to check any time the deployment of persons by the Agency and in case of default shall deduct the wages of absentee personnel from monthly payment due to the Agency and impose penalty as deemed fit by him. The penalty can be imposed for the same as per decided. The decision of the Director, Bihar Museum Society shall be final in this regard.
15. The Agency shall be liable for full fidelity of the personnel to be provided and in case any pilferage/damage/theft/shortage is caused to the property of the Bihar Museum Society due to the carelessness of the persons deployed by the Agency, the value as assessed shall be recovered from the payment due to the Agency under the contract. If some amount is still found recoverable, the Agency shall deposit the same within 15 days from service of notice by the Bihar Museum Society.
16. The Agency shall not pay to the persons engaged by him less than the minimum wages as approved under DGR Minimum Wages Act.
17. The Bihar Museum Society will not be liable to pay any amount other than settled in the contract. Any payment under provision of the ESI Act, 1948, Workman Compensation Act 1923, payment of Gratuity Act, 1948 and Employee's Provident Fund and Miscellaneous Provisions, Act 1952 or any other statutory liability shall be made by the Agency. The agency shall be solely responsible and liable for his persons under the provisions of Contract Labour (R&A) Act and the labour and services laws. A certificate to this effect will have to be submitted by the agency in separate challan in respect of Security Guards employed by him. The certified copy of challan must be submitted next month along with the bill.
18. The Agency shall be paid against monthly bills to be submitted by him at the settled rates from the office, to which sanction & Fund is given for Service at a particular museum/site.
19. The Agency shall maintain daily shift-wise attendance record of the personnel deployed showing their arrival and departure time and submit to the respective office, designated for payment, and an attested (under Company/Agency seal) photocopy of the attendance record is to be attached with the monthly bill.
20. Before submission of the bill, the Agency shall ensure that the payment of Security Guards deployed by the Agency have been made for the billed period.
21. Under no circumstances Agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.
22. The agency must ensure the payment to staff by 7<sup>th</sup> of each month from his own resources, proof of the payment should be produced with the coming month bill.
23. **TDS and other taxes as applicable will be deducted from agency's bill as per Govt. instructions from time to time.**
24. The Service tax (if claimed by the Agency) will be reimbursed only after the submission of proof of payment of Service Tax.
25. The Performance Security amount shall be released without interest after 60 days of completion of the contract period only after being satisfied of the successful completion of the contract and no liabilities from

- the Agency or the its employees. In case of any complaint, the security deposit shall be discharged only after adjusting all dues, liabilities of the workers etc.
26. In case of any change of constitution of the Agency, the rights of Bihar Museum Society should not suffer.
  27. All personnel engaged under this contract by the Agency shall be employees of Agency. Bihar Museum Society shall not have any liability/responsibility to absorb the persons engaged by the Agency and/or to extend any type of recommendation etc. for obtaining any job in Bihar Museum Society or elsewhere.
  28. Agency shall maintain all records/registers as required to be maintained under various labour laws and other statutory laws in force and as amended from time to time.
  29. A local representative of agency shall be In-charge of the entire contract and shall be responsible for the efficient rendering of the services under the contract. While working at the museum premises, they shall work under the directives and guidance of the Bihar Museum Society. This will, however, not diminish in any way, the Agency's responsibility under contract to the Bihar Museum Society.
  30. The Personnel deployed by the Agency should be disciplined and will not participate in any activity prejudicial to the interest of the Bihar Museum Society, Department of Art, Culture & Youth, Govt. of Bihar/Govt. of Bihar / Govt. of India any State/ or any Union Territory.
  31. In case any personnel of the Agency is implicated in any law suit or is injured by any person or group of persons agitating mob etc. during the course of performing his duty/their duties for Bihar Museum Society, it shall be the sole responsibility of the agency to defend its personnel in the court of law or to extend all medical and financial help etc. without charging any cost to the Bihar Museum Society.
  32. In case Bihar Museum Society is implicated in any law/suit on account of not fulfilling of any or all obligations under any law or due to performing the duties by any personnel of the Agency, all cost of defending such suit settlement of claims penalty etc. shall be borne by the Agency or recovered from the due amounts payable to the Agency and/or from the security deposit held by Bihar Museum Society.
  33. In the event of any accident and/or injury, in respect of which compensation may become payable under the Workman's Compensation Act-VIII of 1923 including all amendments thereof, Bihar Museum Society shall have full powers to retain out of any sums payable/becoming payable to the Agency, any sum as may be deemed sufficient to meet such liability on receipt of award of compensation from the competent authority under the said act, and the same shall be adjusted from this amount. Any shortfall shall be recovered and any excesses shall be refunded. The opinion of the Director, Bihar Museum Society shall be final in regard to all matters arising under this clause.
  34. The decision of Director, Bihar Museum Society in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
  35. An agreement shall be signed with the designated/authorized person of the successful agency.
  36. The Bihar Museum Society shall be the sole authority to decide and judge the quality of the service rendered by the Agency and all other matters and his decision shall be final and binding.
  37. At the end of Contract Period/Termination of the Contract, the agency shall handover the charge to the new service provider (appointed by Bihar Museum Society) without any hindrance. In case of non-compliance, the Security Deposit shall be forfeited.
  38. The contract will be valid for a period of one year and can be extended if agreed to by both the parties.
  39. **Termination:** The Contract may be terminated by giving one months' notice, in case the agency:
    - a. Assigns or sub-contracts any of this service.
    - b. Violation/contravention of any of the terms and conditions mentioned herein.
    - c. Does not improve the performance of the services in spite of instructions.
    - d. Any violation of instruction/agreement or suppression of facts.
    - e. Contractor being declared insolvent by competent court of law.

If agency willing to exit this contract, a two months' notice in advance should be produced by the agency.

On termination of the contract, it shall be the responsibility of the agency to remove his men and materials within days as per order. Bihar Museum Society shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be.

During the notice period for termination of the contract in the situation contemplated above, the agency shall keep on discharging his duties till the expiry of notice period.

40. **Penalty:** In case of pre mature termination of the contract due to any of the clauses of Termination the security amount shall be forfeited.

41. **Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by the Sole Arbitrator to be appointed by the Director, Bihar Museum Society.

42. **Jurisdiction:** In case of any dispute, the jurisdiction shall be the Court at Patna only.

Read and accepted

(Full Name, Signature & Stamp of the Bidder)

**ANNEXURE-I**

*(To be submitted on Letter Head of the Registered Agency)*

**TECHNICAL BID**

**PROFORMA FOR PROVIDING SECURITY SERVICES including Deployment of Security Guards for BIHAR MUSEUM SOCIETY, PATNA**

Technical Bid should indicate following information along-with the self-attested photocopies of supporting documents:

1. Name of Firm/Agency: \_\_\_\_\_
2. Registered address: \_\_\_\_\_  
\_\_\_\_\_
3. Branch Address, if any \_\_\_\_\_  
\_\_\_\_\_
4. Phone/Fax No. \_\_\_\_\_
5. Email Address: \_\_\_\_\_
6. Type of Organization: \_\_\_\_\_  
(Whether sole proprietorship /partnership /society /Private Limited for Cooperative body etc. attach proof)
7. Name of Proprietor/Partners/  
Directors of the Organization/Firm. \_\_\_\_\_

<u>Payment Details</u>	
DD No	_____
Date	_____
Amount	_____
Bank	_____

Sl. No.	Documentary Proof of	No. With Date	Proof Attached (if Yes then Page no.)
1	Proof of incorporation/inception of the Agency		
2	License to act as Private Security Agency under Private Security Agency Regulation Act-2005 (PSARA)		
3	DGR Registration Proof		
4	EPF Registration Proof		
5	ESI Registration Proof		
6	PAN Number		
7	Audit Report of last 3 years		
8	Income Tax Return for the last 3 years		
9	Service Tax Registration Proof/GST Registration		
10	Proof of Registration with the Labour Commissioner		
11	Undertaking regarding no case pending/not being blacklisted on Non-Judicial Stamp Paper of Rs. 100/-		
12	Satisfactory Performance certificate from at Least three organizations where the agency has supplied a group of more than 50 Ex-Army personnel at a time for Security Services during the last 3 years		
13	Any other relevant information		

Name and signature of the authorized person of  
the firm along-with seal



ANNEXURE-II

(To be submitted on Letter Head of the Registered Agency)

**FINANCIAL BID**

**Proforma for Providing SECURITY SERVICES (Ex-Army Personnel) for  
BIHAR MUSEUM SOCIETY**

Sl No.	Description	Unit rate, inclusive of all (i.e. Basic wage for the Security Service, EPF, ESI, GST, any other Tax or Taxes, Service Charges of the Company)
1	<b>Supervisor</b> (Ex-Army Personnel)	Rs.
2	<b>Security Guard with Gun</b> (Ex-Army Personnel)	Rs.
3	<b>Security Guard with Baton</b> (Ex-Army Personnel)	Rs.

(Name and signature of the authorized  
person of the firm along with seal)

**Annexure - III**

**Details of Scoring Pattern / Criteria Technical Bids**

- Profile of the Company/Agency based on Presentation :- 20 points
- Experience :- Upto 10 years - 10 points; More than 10 years :- 20 points;
- Security Personnel supplied within State :- 1 State - 10 Points; 2-5 State - 15 Points; Above 5 States - 20 Points
- Financial Turnover:- 02 crore - 10 points; More than 02 crore - 20 points
- Number of Ex-Army Personnel deployed: - Upto 500 Personnel - 10 points; More than 500 personnel - 20 points.

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Maximum - 100 points

(On 1,000/- Non-Judicial Stamp Paper to be signed by the finalized bidder, before rendering services to the BMS)

### CONTRACT AGREEMENT

This agreement is made on ..... between Bihar Museum Society, Patna (Hereinafter called BMS, Patna which expression shall unless excluded by repugnant to context, include his successors and assignees) and ..... (Hereinafter called the Contractor which expression shall unless excluded by or repugnant to context, include his successors and assignees) on the other part. The agreement shall remain valid from..... to .....

1. Whereas BMS, PATNA has invited tender for providing Security Services including Deployment of Security Guards in the BMS, PATNA for .....
2. BMS, PATNA has approved the tender for the work at an amount of ..... The work is to be carried out as per the direction of the competent authority.
3. The scope of services to be rendered under each item can be increased or decreased as per requirement, to be decided mutually between BMS, PATNA and contractor and the monthly payable for that item will be increased or decreased as per the rate already approved.
4. The contract period shall be initially for ..... with effect from.....to..... which can be extended on mutual consent of both the parties for the additional period.
5. It shall be the sole responsibility of the contractor to ensure effective services and if there is any loss/shortage of any material during the course of their duties on account of dishonesty, theft, connivance or due to any cause other than natural calamity. The same shall be recovered from the agency.
6. The contractor will take all steps as required under law in case of any loss or other contingency in consultation with the BMS, PATNA.
7. The contractor has furnished a Performance Security of ..... (Rupees.....only) in shape of ..... No..... duly pledged and renewed up to ..... in favour of BMS, PATNA, Patna which shall carry no interest.
8. That in case of any dispute arising between the parties w.r.t. the contract, interpretation of the terms or any claim whatsoever, the Director, BMS, PATNA or any person appointed by him shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act 1996 shall be applicable. The contractor shall have no objection to the designated arbitrator or other appointed person as arbitrator by him. The place of arbitration proceedings shall be at Patna.
9. The contractor will not sub-let the contract of these services to any other agency or individual(s).
10. The Contract amount of this work is as per the rate approved with services charges.
11. The Contractor will be responsible for compliance of various statutory obligations like EPF, ESI, minimum wages act, workman compensation act and other laws enacted from time to time.
12. Contractor will submit photocopy of challans of deposits of EPF & ESI etc. whichever applicable along with bill every month.
13. The contractor shall maintain absolute security with regard to all the matter that comes to his knowledge by virtue of this contract.

14. The responsibility for implementing the instructions/ guidelines for working on National holidays and Sundays would be of the contractor.
15. Since the personnel will be employees of the contractor, the BMS, PATNA will not have any concern or relation with them either directly or indirectly all statutory obligation shall be discharged by the Contractor and there shall be no liability of BMS, PATNA in that respect.
16. Contractor will ensure that the staff is periodically changed to ensure better output and result.
17. It is clearly understood by both the parties that this agreement is a commercial agreement and not one is creating any employment.
18. The agency must ensure the payment to staff by 7<sup>th</sup> of each month from his own resources. Consolidated bill with the full details pertaining to the previous month will be submitted by the contractor and after due scrutiny BMS, PATNA will make requisite payment to contractor.
19. The workmen of the contractor shall have no privacy of the contract with the company and there shall be no master servant relationship between the BMS, PATNA and the contractor's workmen of any nature whatsoever.
20. Any loss due to negligence, if proved, of security staff will be compensated by the contractor.
21. Contractor or his representative will remain in constant touch with concerned official of BMS, PATNA for better understanding and effective work.
22. All records, attendance registers and documents will be maintained and kept by the contractor.
23. That the terms of tender which have not been mentioned in the contract shall also apply and form part of the contract for all the intents and purposes.
24. Decision of BMS, PATNA in regard to interpretation of the Terms and Conditions and the Contract agreement shall be final and binding on the contractor.
25. That in case of any loss being suffered by BMS, PATNA or the violation of the terms and conditions of contract; the BMS, PATNA shall have right to deduct all claims against contractor for the security and BMS, PATNA shall have right to forfeit and deduct the claim amount from the security amount partly or entirely as per the claim.
26. That in case if the contractor withdraws from the contract within the period of contract, the BMS, PATNA shall forfeit the security amount without any refund.
27. **Termination:** The Contract may be terminated by giving one months' notice, in case the agency:
  - a. Assigns or sub-contracts any of this service.
  - b. Violation/contravention of any of the terms and conditions mentioned herein.
  - c. Does not improve the performance of the services in spite of instructions.
  - d. Any violation of instruction/agreement or suppression of facts.
  - e. Contractor being declared insolvent by competent court of law.

If agency willing to exit this contract, a two months' notice in advance should be produced by the agency.

On termination of the contract, it shall be the responsibility of the agency to remove his men and materials within days/on or before date as specified in termination order. BMS, PATNA shall not indemnify any loss caused to the agency by such terminations, whatsoever it may be. During the notice period for termination of the contract in the situation contemplated above, the contractor shall keep on discharging his duties till the expiry of notice period.

28. **Penalty:** The administration of BMS, PATNA shall be at liberty to check any time the deployment of persons by the Agency and in case of default shall deduct the wages of absentee

personnel from monthly payment due to the Agency and impose penalty as deemed fit by him. The penalty can be imposed as decided. The decision of the Director shall be final in this regard. In case of pre mature termination of the contract due to any of the clauses of Termination the security amount shall be forfeited.

29. **Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by Sole Arbitrator to be appointed by Director, BMS, PATNA.

THIS WITNESS WHERE OF both the parties have set and subscribed their respective hands with their seal in PATNA in the presence of the witness:

For-BMS, PATNA, Patna

For (Agency)

Witness:

1.

2.

Witness:

1.

2.