



भारतीय कृषि अनुसंधान परिषद का पूर्वी अनुसंधान परिसर
ICAR RESEARCH COMPLEX FOR EASTERN REGION
 (भारतीय कृषि अनुसंधान परिषद INDIAN COUNCIL OF AGRICULTURAL RESEARCH)

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F.No. IRCER/15-16/P&S-29/ARC for Hiring of Pvt. Taxi/

Date: 12.07.2016

BIDDING DOCUMENT FOR HIRING OF PRIVATE TAXI ON MONTHLY RATE BASIS

| | | |
|--|---|--|
| Dates of sale of Bidding document | : | From 13.07.2016 to 02.08.2016 upto 1.00 P.M. |
| Place of sale of Bidding document | : | AAO / P&S Section, ICAR-RCER, Patna |
| Pre-bid meeting in Conference Hall | : | 02.30 PM on 21.07.2016 |
| Closing date and time for receipt of Bids | : | 02.08.2016 at 2.30 PM |
| Place of receipt of Bids | : | Room No.104, ICAR-RCER, Patna |
| Time and date of opening of Bids | : | 02.08.2016 at 3.00 PM |
| Place of opening of Bids | : | Conference Hall (Room No. 203), ICAR-RCER, Patna |

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ICAR Research Complex for Eastern Region
 ICAR Parisar, P/o - BVCC, Patna – 800 014 (Bihar), INDIA
 Phone No. (0612) 2228805, 2228882*104, Fax No.2223956, Website: www.icarrcer.in



F.No. IRCER/15-16/P&S-29/ARC for Hiring of Pvt. Taxi/

Date: 11.07.2016

INVITATION FOR BIDS

ICAR Research Complex for Eastern Region (Indian Council of Agricultural Research), Ministry of Agriculture, Government of India invites sealed Bids from eligible and qualified Bidders for the Job-Work Schedules under following IFBs:-

| IFB No. | Details of Job Proposals | EMD (Rs) |
|---------|---|----------|
| IV | Biennial Rate Contract for Hiring of Vehicle on monthly basis | 40,000/- |

- A complete set of bidding documents in English may be downloaded from our website: www.icarrcer.in or may be collected from Asstt. Admn. Officer, ICAR-RCER, Patna on submission of written request on payment of Rs.1,000/- (Rupees One Thousand only) by crossed Demand Draft (Non-refundable); DD may be drawn on a scheduled commercial Bank in India, in favour of "ICAR UNIT: ICAR-RCER, Patna", in case of downloading Bid document from the Institute website, the firm must submit cost of bidding document i.e. Rs.1,000/-, with its tender, otherwise tender will be rejected straightway.
- Tenderers shall ensure that their tenders complete in all respects, are dropped in the tender box at the address given above, on or before the closing date and time, failing which the tenders will be treated as late and rejected. In the event of any of the below mentioned dates being declared as a holiday, the tenders will be opened on the next working day at the appointed time. The tender enquiry documents are not transferable.
- Other detailed terms and conditions are available on our website: www.icarrcer.in/tenders.
- To solicit prospective Bidders' feedbacks, on Specifications/Terms, a Pre-Bid Meeting is scheduled on **21.07.2016**.

| | | |
|--|---|---|
| Date of Start of Sale of Bidding Documents | : 13 th July, 2016 | Sd/- Assistant Administrative Officer E-mail: purchasercer@gmail.com |
| Pre-Bid meeting in Seminar Hall, ICAR-RCER | : 21 st July, 2016 (2.30 PM) | |
| Last Date for Submission of Sealed Bids | : 02 nd August, 2016 (2.30 PM) | |
| Date of Opening of Bids | : 02 nd August, 2016 (3.00 PM) | |



पूर्वी क्षेत्र के लिए भारतीय कृषि अनुसंधान परिषद का अनुसंधान परिसर

ICAR RESEARCH COMPLEX FOR EASTERN REGION

(भारतीय कृषि अनुसंधान परिषद INDIAN COUNCIL OF AGRICULTURAL RESEARCH)

आई.सी.ए.आर. परिसर, पोस्ट – बिहार भेटनरी कॉलेज, पटना – 800014 (बिहार), भारत
ICAR Parisar, P/o - Bihar Veterinary Collage, Patna – 800 014 (Bihar), INDIA

फोन सं. Phone No. (0612) 2228805, 2228882*104, फैक्स सं. Fax No.2223956, Web-site: www.icarrcer.res.in

F.No.IRCER/15-16/P&S-29/ARC for Hiring of Pvt. Taxi/

Dated: 11.07.2016

Note: All the communication must be addressed to the Director, ICAR Research Complex for Eastern Region, ICAR Parisar, P.O. Bihar Veterinary College, Patna – 800 014

INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS

Sub: Hiring of Pvt. Taxi i.e. Honda City (/Diesel), Latest model of Scorpio & XYLO (D4) for Official use of The ICAR-RCER, Patna.

Dear Sir(s),

I am directed to refer to the captioned subject and to say that the Director, ICAR-RCER, Patna hereby invites sealed tenders for providing vehicles [**Honda City (/Diesel), Latest model of Scorpio & XYLO (D4)**] to be used as Staff Cars. The vehicles to be provided should be of 2015 onwards make and approved for running on commercial basis. **The vehicles are to be engaged for two years and further extended for another one year if required.** The vehicles should be in excellent condition both technically and in appearance particularly as to the upholstery and outer painting etc. The detailed terms and conditions of the proposed contract shall be as per Annexure-IV.

The bids are required to be submitted to the Complex in a sealed cover which should be super scribed as '**Tender for Hiring of Pvt. Taxi on monthly rate basis**'. The other salient terms and conditions of the tender are as under:-

- The tender/quotations shall be submitted in prescribed Performa (Annexure-II) along with an Earnest Money Deposit (EMD) of **Rs.40,000/- (Rupees forty thousand only)** in the form of Bank Guarantee (format enclosed) / Demand Draft in favour of "**ICAR Unit: ICAR-RCER, Patna**" from any recognized Bank. If the successful tenderer declines to act on the offer made by the Complex and/or withdraw/amend their quotations after opening of tenders not agreeable to the Complex, the EMD shall stand forfeited without any notice to the tenderer and no claim on this account shall be entertained. The EMD of unsuccessful tenderers shall be returned/refunded after finalization of the contract without any interest.
- The bid is also to be accompanied with the experience details and other relevant information which the prospective bidder may like to bring the notice of the Complex.

- The contract shall ordinarily be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily.
- The Late bids i.e. bids/alteration/modification to bids received after the stipulated date and time of receipt shall not be considered.
- Apart from the quotation, the **invitation to Tender along with Annexure-I must be signed by the tenderer on each and every page with the rubber stamp of the agency.** The entire set of invitation to tender with Annexure-I and the quotation shall be dropped in the Tender Box. The tenderer may retain a copy of the same set for his use.
- The offer has to be kept open for acceptance by the Complex for 90 days from the date of tender opening.
- **An amount @5% of total value of the Contract in shape of Bank Guarantee / Demand Draft as Security Deposit** is to be deposited by the selected agency/successful tenderer, only after receiving a communication from the Institute. In the event of non-deposition of the same, the earnest money will be forfeited. The security shall be refunded to the contractor after satisfactory completion of the contract or adjusted against any damages or loss of property etc. caused by the personnel deputed by the agency. No interest will be paid on the security money deposited with the Complex.

The sealed quotation, in the prescribed proforma only, are to be dropped in the tender box placed at the P&S Section (Room No. 104), ICAR-RCER, Patna. The due date and time for submission of the tender/quotations is 2.30 PM on 02.08.2016. The tender/quotations shall be opened on the same date at 3.00 PM in the presence of bidder, who may like to be present. ***It may be specifically noted that the tender/quotations are required to be submitted with EMD with necessary documents and in the prescribed proforma only. The Institute reserves the right to accept/reject any or all the tender/quotation received and the decision of this Institute in this regard shall be final/binding.***

You may accordingly submit your quotations, if interested.

Yours faithfully

For and on behalf of the Director
ICAR-RCER, P/O – BVCC, Patna

Annexure - I**Special Conditions of Contract**

1. The **Contractor** shall **provide** the vehicles **alongwith drivers**, so as to ensure twenty four hour availability of drivers. However, the normal running of vehicle will be about 8-12 hours per day. The vehicles so hired will occasionally be required to travel out of Patna on official tours also.
 - (i) The vehicle should be self-starting and in good condition
 - (ii) Model of the vehicle should not be prior to 2015. In case condition of vehicles is not found to be satisfactory and of acceptable standards, the offer is liable to be rejected.
 - (iii) The vehicle should be registered as a commercial vehicle with road transport office and contractor should submit relevant papers of registration of vehicle before starting the work.
2. Contractor will be required to provide the following vehicles:-

| Sr. No. | Particulars | Required Qty. | Location for providing the vehicle at |
|---------|---|---------------|---------------------------------------|
| i) | Honda City (Taffeta White / Alabaster Silver Metallic / Urban Titanium Metallic) Car (Diesel engine); | 1 No. | ICAR-RCER, Patna |
| ii) | Latest model of Scorpio -Mahindra & Mahindra make. | 1 No. | ICAR-RCER, Patna |
| iii) | White XYLO (D4) - Mahindra & Mahindra make. (Latest Model) | 1 No. | ICAR-RCER, Patna |

3. **The duty point would be ICAR-RCER, Patna or any other place intimated by the Complex from time to time and not from garage to garage.**
4. The period of Contract (for hiring) will be TWO YEARS, extendable for further period of maximum 1 year (total 3 years) on year-to-year basis, subject to consistently good services rendered by the Contractor.
5. The drivers;-
 - (I) Should be experienced.
 - (ii) Should possess an appropriate and valid Driving License.
 - (iii) Should report for duty in uniform.
 - (iv) Should be courteous and well mannered.
 - (v) Will be required to maintain a Duty Slip/Logbook, which will be signed by the officer using the vehicle or any other persons authorized by her/him.

6. **The drivers should be provided with a mobile phone by the contractor.**
7. The vehicle provided by the Contractor should have proper seat covers etc. Seat covers will have to be cleaned every 10 days or earlier (whenever required).
8. The cost of hiring quoted by tenderer should include salary of driver, cost of diesel and other consumables, all repair and maintenance costs, all taxes applicable on hired vehicles by road transport authorities (like registration charges. insurance charges etc.), mobile phone for driver etc. for which nothing extra will be payable.
9. The vehicles provided by contractor will be required to ply on all kinds of roads and surfaces, in all kinds of weather conditions. If required, the vehicles along with driver may have to stay out of station, as per requirement.
10. Since the officer may be required to move out in any emergency in any case at odd hours in the night, when petrol pumps remain closed, the fuel in the fuel tanks must never be below the half way mark. The contractor must ensure availability of diesel at any given time, equal to half the capacity of the fuel tank. When the fuel tank reaches the half way mark, it should immediately be arranged to be filled to full capacity, by the contractor.
11. Nothing extra will be paid to the contractor due to fluctuation in cost of diesel or any other consumable items, registration charges etc. during the period of contract.
12. In case the vehicle breaks down or is required to be taken under repair, another vehicle of similar type will have to be provided by the contractor.
13. Necessary Registration Certificate, insurance of the vehicles should be valid and complete in all respects.
14. All the taxes and duties what-so-ever leviable by the Government (State or Central) or any body, shall be borne by the contractor and will be deducted from his account bill.
15. Subject to any deduction or recoveries which the Council may be entitled to make under the contract, the income tax, surcharge on income tax and sale tax (trade tax) as applicable from time to time by the government shall be deducted from his bill.
16. **Penalty clause for non-compliance:-**

| | | | |
|-------|---|---|--|
| (i) | Driver not in uniform | : | Rs.100/- per day |
| (ii) | Unwashed seat cover | : | Rs.100/- per day |
| (iii) | Inadequate fuel | : | Rs.100/- per day |
| (iv) | Failure to provide alternate Vehicle in case vehicle goes under repair. | : | Rs.200/-per hour of delay up to 3 hours and for beyond 3 hours Rs.1000/- per day & non payment for the entire period on days basis. |
17. Contractor has to submit power of attorney/affidavit in favour of one who is authorized to sign various documents, bills, MB, contract agreement etc. to enter into contract agreement & submit partnership deed if any.

18. Vehicles are to be supplied and work has to be executed strictly as per the tender schedule and specifications given by the Complex.
19. Payment shall be made through cheque/only.
20. ICAR administration shall not be responsible for any accident, damage etc. to the vehicle during the period of hire.
21. Compliance of all relevant labour laws must be ensured by the contractor, including rules relating to payment of wages, providing prescribed rest etc.
22. Council reserves the right to discontinue all vehicles or any vehicle or to discontinue the contract, at any stage/time, after giving a one month's notice.

23. Tender's Credentials:-

Documents testifying tenderer's previous experience, financial status should be produced along with the tender or when desired by Competent Authority of Complex.

Tenderer(s) who has/have carried out any work in Govt. sector should submit alongwith tender, credentials to establish.

- (i) His capacity to carry out the works satisfactorily
 - (ii) His financial status supported by Bank reference and other documents
 - (iii) Certificate duly attested and testimonials regarding contracting experience the type of job for which tender is invited with list of works carried out in the.
24. Non-compliance with any of the above conditions is liable to rejection of tender.

----- **XXXX** -----

SPECIAL TERMS & CONDITIONS OF THIS BIENNIAL CONTRACT

Keeping in view the guidelines enunciated by the Ministry of Finance, Department of Expenditure in the Manual of Procurement of Good & Services, 2006 in accordance with the new General Financial Rules (GFR), 2005, it has been decided to introduce the element of Price Variation for fuel-element (subject to maximum 50% of contract value, in accordance with these guidelines) at the time of regular half-yearly Wage-Revisions by the Ministry of Labour, Govt. of India. The **illustrative formula for price variation clause** is reproduced below, from the aforesaid **GoI, MoF Manual**, followed by **an illustrative example for using this price variation formula:-**

ILLUSTRATIVE FORMULA FOR PRICE VARIATION CLAUSE

The **formula for Price Variation** should **ordinarily include** a **fixed element**, a **material element** and a **labour element**. The figures representing the **material element** and the **labour element** should **reflect** the corresponding proportion of **input costs**, while the **fixed element** may **range** from **10** to **25%**. That portion of the price represented by the **fixed element**, will **not** be **subject to variation**. The **portions** of the **price** represented by the **material element** and **labour element** alone will **attract price variation**. The **formula for price variation** will thus be:

$$P_1 = P_0 \{F + a (M_1/M_0) + b (D_1/D_0)\} - P_0$$

2.

- Where **P₁** is the **adjustment amount** payable to the supplier (a minus figure will indicate a reduction in the Contract Price)
- **P₀** is the **Contract Price** at the **base-level**.
- **F** is the **Fixed element** not subject to Price variation.
- **a** is the **assigned percentage** to the **Fuel element** in the Contract price.
- **b** is the **assigned percentage** to the '**Driver-charges**' element in the Contract price.
- **D₀** and **D₁** are the **wage indices (as applicable for skilled Driver)** at the **base month and year** and at the **month and year of calculation** respectively.
- **F₀** and **F₁** are the **Fuel Price indices** at the **base month and year** and at the **month and year of calculation** respectively.

3. If more than one major item of Fuel (Diesel/Petrol) is involved, the Fuel element can be broken up into two components such as F_x & F_y.

4. *Following conditions would be generally applicable to Price Adjustment:-*

- (a) *Base dates shall be due dates of opening of tenders.*
- (b) *Date of adjustment shall be mid point of manufacture.*

- (c) *No price increase is allowed beyond original DP, unless the delay is attributable to the buyer.*
- (d) *Total adjustment will be subject to maximum ceiling prescribed in the contract.*
- (e) *No price adjustment shall be payable on the portion of contract price paid to the contractor as an advance payment.*

AN ILLUSTRATIVE EXAMPLE FOR USING PRICE VARIATION FORMULA

As per the clause 3 of the guidelines of Ministry of Finance on “Illustrative Formula for Price Variation Clause” reproduced at preceding Annexure-II, the Price Variation Formula should have only three elements viz. a Fixed Element (not to be less than 50%), Wage element (for skilled Drivers) and a Fuel Element (for Petrol/Diesel). The Fixed Element shall in such cases be **50% or more**.

Accordingly, in case of our IFB, inviting bids for Taxi-Hiring-Rate-Contract, it is decided to have the following three elements in our Price Variation Formula:-

- i) Fixed Element: *Irrespective of actual Hiring-Rate quoted by the Bidder, the Fixed Element (i.e. Monthly Hiring Rate, devoid of Fuel charges & Driver-charges) shall be kept at not less than 50%, for the purpose of calculating the admissible Price Variation figure.*
- ii) Wage Element: It will be the Monthly Rate for Driver-charges quoted by the Bidder. This element will be variable, exactly as per the Minimum Wages revised half-yearly (on 1st April & 1st October every year), by the Ministry of Labour, Govt. of India, for skilled Drivers..
- iii) Fuel Element: It will be the Monthly Rate quoted by the bidder for Fuel charges for minimum 1000 kilometres per month per vehicle. This element will be variable, exactly as per the Fuel Price (for Diesel/Petrol) revised from time to time, by the Ministry of Petroleum & Natural Gas, Govt. of India.

For example, suppose, a successful contractor has quoted the rate of POL (Diesel/Petrol, as the case may be) at Rs.10,000/-. Hence, if unit rate of POL (revised by the Ministry of Petroleum & Natural Gas, Govt. of India) increases by 10%, then the amount payable on account of POL charges would also increase by 10%.

Similarly, if the Ministry of Labour, Govt. of India, happens to enhance the Minimum Wages (for skilled Driver) by, say, 10%, then the contractor would get extra 10% on account of Monthly Driver-charges.

----- X -----

Rate Schedule

To,

The Director,
ICAR-RCER, ICAR Parisar, P/O – B. V. College Complex, Patna – 800 014.

Sub: Hiring of Pvt. Taxi i.e. three vehicles [Honda City (Diesel), Latest model of Scorpio & Latest Model of XYLO (D4)] on monthly rate basis at ICAR-RCER, Patna for local and outstation journey - regarding.

Sir,

I/We intend to submit the tender/quotation on the subject mentioned above and hereby consent to agree/accept all the terms and conditions stipulated in ICAR-RCER, IFB-XVII advertised on **13.07.2016** in local newspapers. The information desired and the rates quoted are as per following details:-

| Sr. No. | Type of vehicle | Qty. | Monthly Hiring Rate ¹ | Monthly Charges for skilled Driver (inclusive of ESI, EPF, etc., if any) | Charges per KM ² | Additional charges for night halt/night ³ | Total (In Rs.) |
|---|--|-------|----------------------------------|--|-----------------------------|--|----------------|
| 1. | Hiring of Pvt. Taxi for ICAR-RCER, Patna:- | | | | | | |
| i) | Honda City (Taffeta White / Alabaster Silver Metallic / Urban Titanium Metallic) Car (to be used as Staff Car). | 1 No. | | | | | |
| ii) | White Latest model of Scorpio , Mahindra & Mahindra make, 7/9 – seater) with all seat-rows parallel to Driver-seat. | 1 No. | | | | | |
| iii) | White XYLO – D4 (Latest Model) (Mahindra & Mahindra make, 7/9 - seater) with all seat-rows parallel to Driver-seat. | 1 No. | | | | | |
| ¹ General Duty Timing : 8 AM to 8 PM, however, timing may vary as per the requirements ² If total KM for all three vehicles together exceeds 3000 KM in a month, then additional km (ie. beyond 3000 KM) will be payable on <u>pro-rata basis</u> ³ Applicable if total number of nights for all three vehicles taken together exceeds 45 nights | | | | | | | |
| 2. | EMD details (Amount, Name of Bank Branch, DD No. and date) | | | | | | |
| 3. | Minimum turnover of the firm should not be less than Rs. 20.00 lakh (Rupees twenty lakh only) | | | | | | |

| | | | |
|----|---|--|-----------------------------|
| | during the last financial year (2015-16) (Enclosed Balance sheet) | | |
| 4. | Minimum two years of continuous experience of the firm in the field of providing such services in Central/State Govt. establishments/ Autonomous bodies of Govt. of India/ Corporations of Govt. of India; Bidder to provide the details (Attach copies):- | | |
| | Period | Name of the Govt./Semi Govt. Organization | Value of work done (in Rs.) |
| | 2014-15 | | |
| | 2015-16 | | |
| 5. | Addresses of the office premises | | |
| 6. | The details of registration(s) viz. No. & Date of registration, validity etc. with Government authorities towards incorporation of the firm as well as Service tax | | |
| 7. | The details of the PAN Card and other statutory registration (copy attached herewith). | | |

I/we undertake that documents submitted are genuine and authentic, and nothing has been concealed. I/we am/are not debarred by any Government organization and I am competent for this contract. I/we understand that the contract is liable to be cancelled if found to be having obtained through fraudulent means/concealment of information.

(Signature of Authorized Signatory)

Name of the bidder:

Complete Address :

Contact No.....

**TERMS & CONDITIONS OF THE CONTRACT RELATING TO HIRING OF
PRIVATE TAXI ON MONTHLY RATE BASIS**

1. The taxis to be supplied should be DLY(Commercial Vehicle) registered in the name of the firm or attached with the firm and in excellent condition mechanically as well getup wise i.e. out body/upholstery etc. should be decent looking and should have permit to go to any wherein Bihar. The vehicle should be 2015 or above model. The selected vendor has to get the vehicles approved by the Council before deployment and it has to be ensured that the cleaning of vehicles/upholstery is done on regular basis. Any deviation to this shall entail cancellation of the contract prematurely /without notice.
2. **The duty point would be ICAR-RCER, Patna or any other place intimated by the Complex from time to time and not from garage to garage. The required parking space for both during days and nights will be provided by Complex.**
3. The firm has to provide taxis on all working days and on call basis on holidays.
4. The drivers should be presentable/well behaved and should wear clean uniforms/name badges and fully conversant with the routes of Patna Municipal Area, Out of Patna/Ranchi and Bihar / Jharkhand.
5. The firm shall have to provide standby taxi in case of any break down immediately. The firm should be able to provide taxis at odd hours and holidays also.
6. All expenses are to be borne by the firm in case of break down of the vehicle supplied. The taxi charges from the point of breakdown to the destination are' to be borne by the firm to complete the trip. An immediate replacement of the break down vehicle has to be provided.
7. The firm should be available on its direct mobile telephone round the clock to attend to calls for taxies in emergent cases.
8. The compensation, connected expenses and legal disputes between the firm and staff deployed and any unforeseen casualty shall be borne/paid/settled by the firm and the Complex in no way shall be party to the dispute and will have no liability on this account.
9. The disputes emanating from the contract shall be adjudicated through the sole arbitration of Director, ICAR-RCER, Patna. Further the contract will be interpreted under Indian Law.
10. In case vehicles do not report in time/do not report at all, the Complex has a right to hire a vehicle from the market and impose a fine of Rs.1000/- for each default and recovery of additional expenditure on this account from firm's bills. The cars provided shall be inspected at random and if nay car/cars do/does not satisfy the requirements of the Complex, the car/cars will be sent back and the hire charges for such car/cars for that will not be paid.

11. A dally record indicating time and mileage for each vehicle shall be maintained in a Slip Book/Log Book. No payment will be made without submission/verification of Slip Book/Log Book verified by user officer or his authorized signatory.
12. The payment against the contract shall be made on monthly basis.
13. A **performance security @5% of total value of the contract** shall have to be deposited by the successful tenderer in the form of FDR of any nationalized Bank in the name of Director, ICAR-RCER, Patna for the period of contract. The performance security will be forfeited for breach of the any of terms/conditions of our tender and if it is found at any time during the contract period that the services provided by the firm are poor/defective/unsatisfactory. The decision of the ICAR-RCER in this regard shall be final and binding on the firm.
14. The Parking Charges and Toll Taxes, if any, will be payable on reimbursement-basis, in addition to the total monthly charges quoted by the Contractor. The Officer(s) should, in no conditions, be asked to bear any expense on this account.

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MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas M/s (hereinafter called the “tenderer”) has submitted their offer dated for the supply of (hereinafter called the “tender”) against the purchaser’s tender enquiry No.

KNOW ALL MEN by these presents that WE ofhaving our registered office at are bound unto (hereinafter called the “Purchaser) in the sum offor which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this (day) of (month) 2016.

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)

.....
.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,

The Director,
ICAR-RCER, ICAR Parisar,
P/o – BVCC, Patna – 800 014 (BIHAR).

WHEREAS (name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

ANNEXURE – V

**(TO BE PRINTED ON Rs.100/- NON JUDICIAL STAMP PAPER BY
THE HIRING ORGANIZATION)**

AGREEMENT

Article of Agreement made this day, the _____ between Shri/Smt./Kum. _____ son / daughter of _____ residing presently at _____ (the first party) and _____ (designation of hiring authority representing the Institute) the second party.

Whereas the second party has agreed to hire services of first party for ¹ _____ in short ² _____ on contract basis for the ³ _____ programme funded fully/substantially by ⁴ _____ and the first party has agreed to provide these services to the second party in that capacity for the period on the terms and conditions herein after contained.

NOW THESE PRESENT WITNESSES AND BOTH THE PARTIES HERETO RESPECTIVELY AGREE AS FOLLOWS:

1. PERIOD OF CONTRACT:

- (i) The period of contractual appointment shall be from ⁵ _____ to ⁶ ____/____/201__.
- (ii) The period of contract can however be extended by mutual consent for a period of not more than one year at a time but will not in any case exceed five years in all or the date on which the plan scheme/project closes, whichever is earlier. In case of external funding for project stops before the normal date of closure for any reason whatsoever, agreement shall stand terminated automatically at the end of one month from the date of such intimation by second party to the first party.

2. SERVICES TO BE RENDERED AND CONSIDERATION THEREOF:

- (i) The first party will present himself/herself at the place and time designated by the second party and render services to the second party broadly designated as ⁷ _____ and described in detail in a job chart attached as Annexure-III (a) ⁸ _____ to this agreement.
- (ii) In consideration of the services desired in (i) above, the second party shall pay a consolidated package amount of Rs. ⁹ _____ per month.

3. RAISING OF BILLS AND PAYMENT FOR SERVICES RENDERED:

Monthly package amount shall be paid only on submission of monthly bill of service rendered to the satisfaction of second party or his/ her authorized officer. First party will submit bill on the fifth of the following month and second party will arrange to make payment up to 15th of the following month.

4. OTHER TERMS AND CONDITIONS:

As per Annexure-III (c).

5. ACTION AGAINST FIRST PARTY:

- (i) Any misconduct on the part of the first party, if proven, after an enquiry by second party, shall entitle second party to terminate services of first party.
- (ii) Any unauthorized or willful absence from duty for a period of 7 days would entitle second party to terminate contract without any notice.

6. **TERMINATION OF CONTRACT:**

- (i) The contract can be terminated with notice of one month on either side or by depositing/ paying one month's package /contract amount in lieu of notice.
- (ii) Second party or any authority approving contractual appointment with first party shall be competent authority for termination of contract etc.
- (iii) The agreement/Contract period shall stand terminated automatically on expiry of stipulated period if not extended prior to stipulated date. First party will not be entitled for any claim for services rendered after expiry of stipulated date of contract.

7. **STANDARDS OF SERVICE:**

The first party shall carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment and will conduct itself in a manner consistent herewith otherwise will be liable to action under the agreement.

8. **GENERAL:**

This contract is issued on the understanding that all the information given by the first party in his/her application form and during the interviews is correct, true and complete, if it is found at any time that the information given when seeking appointment is not complete and true and/or any significant information has been knowingly suppressed, the second party will have the right either to withdraw the letter before first party joins or terminate appointment at any time the first party has taken up services with the second party without any notice or compensation.

()
Signed by First Party
by Authorized signatory

Name:

Address:

Dated:

WITNESS

Signature

Name:

Address:

()
Signed
by the Second Party

Name:

Address:

Dated:

WITNESS

Signature

Name:

Address: