



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/P&S-12/17-18/Open Tender for Job Services/

Dated: 23.09.2017

## INVITATION FOR BIDS (IFB) - V

### INVITATION TO TENDER AND INSTRUCTIONS TO TENDERERS

**Sub: Hiring of Vehicle i.e., Scorpio (AC), Swift Dzire (AC), Innova (AC), Pick up Van, TATA 407, Bus for Official use at 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 [**Scorpio (AC), Swift Dzire (AC), Innova (AC), Pick up Van, TATA 407, Bus**]. The vehicles to be provided should be of 2016 onwards make and approved for running on commercial basis. **The Contract will initially be awarded for two years and may further be extended for another one year based on the same rates, terms & conditions agreed to by both the parties.** 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 Vehicle on demand basis”**. The other salient terms and conditions of the tender are as under:-

- The tender/quotations shall be submitted in prescribed Proforma (Annexure-II) along with an Earnest Money Deposit (EMD) of **Rs. 50,000/- (Rupees fifty 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 not agreeable to the Complex after opening of tenders, 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.
- NSIC registered firms for the above service, who are exempted from submission of tender fee and EMD must submit copy of valid NSIC registration certificate to avail the above exemption.

- The bid is also to be accompanied with the experience details and other relevant information which the prospective bidder may like to bring to the notice of the Institute.
- 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 evaluation of bids will be based on the consolidated lowest bid-price, not to be based on the lowest bid-price for any individual service-package. As such, the Negotiation, if any under special circumstances and with the approval of the Competent Authority, will be held only with the bidder, whose overall consolidated bid-price is found to be the lowest. While awarding the contract, the Institute may choose to delete certain service-packages, if their respective bid-prices appear to be unreasonable.
- 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 sealed and signed by the tenderer on each and every page. 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 180 days from the date of tender opening.
- **An amount of Rs. 100000/- (Rupees One lakh) only 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 money 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 tenderer is being permitted to tender in consideration of the stipulation on his/her part that after submitting his/her tender, he/she will not withdraw his/her offer or modify the terms and conditions thereof. Should the tenderer fail to observe and comply with the foregoing stipulation, the EMD amount will be forfeited. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded, after he/she has applied for the same, in the manner prescribed by the Institute.

- **The entire tender document including tender form should be returned intact with tenderer's signature and seal on every page and any pages should not be detached. In the event of the space provided on the schedule form being insufficient for the required purpose, additional pages may be added. Each additional page must be numbered consecutively and be signed in full by the tenderer. If any modification of the schedule is considered necessary, it should be communicated by means of a separate letter along-with the tender. The pages added must be numbered and number of pages added must be stated.**
- In the financial bid the bidder must quote the rates in figures as well as in words. The amount of each item should be worked out and total should be given.
- The original copy of the tender is to be enclosed in double cover. The inner cover should be sealed as Technical Bid and Financial Bid and placed in one envelop. The outer cover should be *super-scribed "Bid for Hiring of Vehicle on Demand Basis at ICAR-RCER, Patna"*. *The tenderer shall place two envelopes clearly marked containing technical bid and financial bid separately in the main envelop. All supporting document towards qualification criteria including EMD and Tender Document Fee must be placed in the Technical Bid. The Financial Bid will have only Schedule of Rates.*

The sealed bid, 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 02.30 P.M. on 18.10.2017. The tender/quotations shall be opened on the same date at 3.00 P.M. 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 and binding.*

You may accordingly submit your quotations, if interested.

Yours faithfully

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

### Special Conditions of Contract

1. (i) The vehicle should be self-starting and in good condition
  - (ii) **MODEL OF THE VEHICLE SHOULD NOT BE PRIOR TO 2016.**
  - (iii) In case condition of vehicles is not found to be satisfactory and in acceptable standards, the offer is liable to be rejected.
  - (iv) 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)	<b>Scorpio (AC) –Mahindra &amp; Mahindra make.</b>	As applicable	ICAR-RCER, Patna
ii)	<b>Swift Dzire (AC)– Maruti Suzuki make.</b>	As applicable	ICAR-RCER, Patna
iii)	<b>INNOVA Crysta (AC)</b>	As applicable	ICAR-RCER, Patna
iv)	<b>Pick up Van (04 Wheeler)</b>	As applicable	ICAR-RCER, Patna
v)	<b>TATA 407</b>	As applicable	ICAR-RCER, Patna
vi)	<b>Bus 22 Seater (Non AC)</b>	As applicable	ICAR-RCER, Patna
vii)	<b>Bus 42 Seater (Non AC)</b>	As applicable	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 for Two years, however, may be extended upto maximum 1 year (total 3 years), 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 and the mobile number should be communicated to the office.**
  7. The vehicle provided by the Contractor should have proper seat covers etc. (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. No such extra cost will be borne by the Institute.
  9. The vehicles provided by contractor will be required to play 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 in any emergency or otherwise 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 under same terms and conditions for the previous vehicle.
  13. Necessary Registration Certificate, insurance of the vehicles, environmental clearance, etc. 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 bill on monthly basis.
  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.1000/- per instance
    - (ii) Unwashed seat cover : Rs.1000/- per instance
    - (iii) Inadequate fuel : Rs.2000/- per instance
    - (iv) Failure to provide alternate : Rs.500/-per hour of delay up to 3 hours  
Vehicle in case vehicle goes : and for delay beyond 3 hours Rs.2000/-  
under repair. per day

- (v) Instances of any tempering of Odometer\* : Non-payment of bill for the particular Journey and other penalty as decided by the Competent Authority

\* In case odometer becomes non-functional due to genuine reasons, the same must be immediately reported to the travelling officer, who will then ensure to manually maintain and certify the actual distance travelled.

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/ E-payment (RTGS/NEFT) 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. **TERMINATION:-** This contract can be terminated by giving one month's notice on either side and that any notice required to be served shall be sufficiently served on the parties, if delivered to them personally or dispatched at the address given hereinunder through registered post.

**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 credentials, along with tender 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 for the type of job for which tender is invited with list of works carried out in the past.

**24. ELIGIBILITY CONDITIONS:-**

i.	EMD details (Amount, Name of Bank Branch, DD No. and date)	
ii.	<b>Minimum turnover</b> of the firm not less than <b>Rs.10.00 lakh</b> (Rupees ten lakh only) during last three financial year. ( <b>Attach certified Balance</b>	

	<b>Sheet of Last three Financial Year (i.e. 2014-15, 2015-16 and 2016-17)</b>													
iii.	<b>Minimum three years continuous experience</b> 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):-													
	<table border="1"> <thead> <tr> <th>Period</th> <th>Name of the <b>Govt./Semi Govt. Organization</b></th> <th>Value of work done (in Rs.)</th> </tr> </thead> <tbody> <tr> <td>2014-15</td> <td></td> <td></td> </tr> <tr> <td>2015-16</td> <td></td> <td></td> </tr> <tr> <td>2016-17</td> <td></td> <td></td> </tr> </tbody> </table>	Period	Name of the <b>Govt./Semi Govt. Organization</b>	Value of work done (in Rs.)	2014-15			2015-16			2016-17			
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2014-15														
2015-16														
2016-17														
iv.	Details of work premises including infrastructure available including no. of registered vehicle directly under the firm.													
v.	The details of registration(s) viz. No., date, validity etc. with Government authorities towards incorporation of the firm, running of stated business viz. Labour License, GST and authorized premises.													
vi.	The details of the <b>PAN Card, GST, ITR of Last three Financial Year must be mentioned and copy of the same is to be attached with the Technical Bid.</b>													

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

Note: All the documents, as mentioned in Sl. No. (i) to (vi) must be enclosed in Technical Bid. The envelope containing Financial Bid must have only the financial bid and no other document.

24. Non-compliance with any of the above conditions is liable to rejection of tender.

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SPECIAL TERMS & CONDITIONS OF THIS BI-ANNUAL 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), 2017, 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 **P<sub>1</sub>** is the **adjustment amount** payable to the supplier (a minus figure will indicate a reduction in the Contract Price)
- **P<sub>0</sub>** 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.
- **D<sub>0</sub>** and **D<sub>1</sub>** are the **wage indices (as applicable for skilled Driver)** at the **base month and year** and at the **month and year of calculation** respectively.
- **F<sub>0</sub>** and **F<sub>1</sub>** 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<sub>x</sub> & F<sub>y</sub>.

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 1<sup>st</sup> April & 1<sup>st</sup> 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, as per existing Govt. Rules and Regulations.

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**Rate Schedule**

To,

The Director,  
ICAR-RCER, ICAR Parisar, P/O – BVCC, Patna – 800 014.

**Sub: Hiring of Vehicle i.e. [Scorpio (AC) , Swift Dzire (AC), INNOVA (AC), Pick up VAN, TATA 407 & Bus ] on demand 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-V. The information desired and the rates quoted are as per following details:-

Sr. No.	Details of Destination	Distance	Days/Hours	Type of Vehicle	Rate per trip / KM (in Rs.) #	Estimated Qty per trip/KM *	Amount (In Rs.)		
1	2		3	4	5	6	7 {= (5 x 6)}		
	<b>Hiring of Vehicle for ICAR-RCER, Patna:-</b>			---	---	---	---		
A.	Local Journey	Upto 40 KM	8 Hours	Scorpio (AC)		100			
				Swift Dzire (AC)		100			
				Innova (AC)		50			
				Pickup VAN		10			
		Upto 80 KM	01 Day	Scorpio (AC)		100			
				Swift Dzire (AC)		100			
				Innova (AC)		50			
				Pickup VAN		10			
		Extra Kilometers run (Rate to be quoted)	1 Day	Bus 22 Seater (Non AC)		10			
				Bus 42 Seater (Non AC)		10			
				Scorpio (AC)		1000			
				Swift Dzire (AC)		1000			
						Innova (AC)		1000	
						Pickup VAN		200	
				Bus 22 Seater (Non AC)		500			
				Bus 42 Seater (Non AC)		500			
<b>Sub Total</b>									
B.	Outside Journey	Minimum 200 KM/Day	1 days & above	Scorpio (AC)		50			
				Swift Dzire (AC)		50			
				Innova (AC)		50			
				Pick Up Van		10			
				TATA 407		10			
				Bus 22 Seater (Non AC)		10			
		Extra Kilometers Run	1 days & above	Bus 42 Seater (Non AC)		10			
				Scorpio (AC)		2500			
				Swift Dzire (AC)		2500			
				Innova (AC)		2500			

		<b>(Rate to be quoted)</b>		Pick Up Van	500	
				TATA 407	500	
				Bus 22 Seater (Non AC)	500	
				Bus 42 Seater (Non AC)	500	
				<b>Sub Total</b>		
<b>C.</b>	Night Halt	Applicable between 12.00 mid night and 4.00 AM	2 days & above	Scorpio (AC)	50	
				Xylo (AC)	50	
				Innova (AC)	50	
				Pick Up Van	10	
				TATA 407	10	
				Bus 22 Seater (Non AC)	10	
				Bus 42 Seater (Non AC)	10	
				<b>Sub Total</b>		
<b>Total of Sub Total (A+B+C)</b>						
<b>GST</b>						
<b>Grand Total</b>						
<b>Grand Total in Words</b>						

**Note:- If there is any other Taxes(s) other than GST, please mention it separately.**

\* I/We fully understand that this quantity will be taken into account, only for the purpose of evaluation/comparison of bids, and, that during actual implementation of contract, the actual quantity may vary as per actual demand.

# The rates quoted must include all charges. The Institute will not bear any extra charge under any circumstances.

Extra days run (for any given slab, without any extra kilometers) during any outstation journey.

1. To be applicable for one full day, in case the journey is not covered within the period admissible for night halt charges.

2. In case the Vehicle returns after 4 AM in the morning, full day charges will be admissible, provided it is retained for the remainder of the day.

(Signature of Authorized Signatory)

Name of the bidder: .....

Complete Address :.....

Contact No.....

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

1. The vehicle 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 where in Bihar and neighboring state (such as Jharkhand ad East U.P.). The vehicle should be 2016 or later model. The selected vendor has to get the vehicles approved by the respective user before deployment to ensure the cleaning status of vehicles/upholstery. Any deviation to this shall entail cancellation of the contract prematurely /without notice.
2. **The starting duty point will be ICAR-RCER, Patna and not garage to garage.**
3. The firm has to provide vehicles at any time as and when required 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/Eastern UP areas.
5. The firm shall have to provide standby vehicle in case of any break down immediately. The firm should be able to provide vehicle 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 vehicle 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 vehicle in emergent cases and otherwise.
8. The compensation, connected expenses and legal disputes between the firm and staff deployed by it 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 Laws.
10. In case vehicles does not report in time/does not report at all, the Complex has a right to hire a vehicle from the market and impose a fine of Rs.2000/- 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 any vehicle/vehicles do/does not satisfy the requirements of the Complex, the vehicle/vehicles will be sent back and the hire charges for such car/cars for that will not be paid.
11. The payment against the contract shall be made on monthly basis.

12. A **performance security of Rs. 100,000/- (Rupees One lakh only)** 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, for journeys undertaken to any unspecified destination not covered within standard hiring-packages mentioned in tender documents in addition to the total 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 ..... of .....having our registered office at ..... are bound unto ..... (hereinafter called the “Purchaser) in the sum of .....for 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 ..... 2017.

**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 upto 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 <sup>1</sup> \_\_\_\_\_ in short <sup>2</sup> \_\_\_\_\_ on contract basis for the <sup>3</sup> \_\_\_\_\_ programme funded fully/substantially by <sup>4</sup> \_\_\_\_\_ 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 <sup>5</sup> \_\_\_\_\_ to <sup>6</sup> \_\_\_\_/\_\_\_\_/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 <sup>7</sup> \_\_\_\_\_ and described in detail in a job chart attached as Annexure-III (a) <sup>8</sup> \_\_\_\_\_ to this agreement.
- (ii) In consideration of the services desired in (i) above, the second party shall pay a consolidated package amount of Rs. <sup>9</sup> \_\_\_\_\_ per month.

**3. RAISING OF BILLS AND PAYMENT FOR SERVICES RENDERED:**

The amount shall be paid only on submission of 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 upto 15th of the following month.

**4. OTHER TERMS AND CONDITIONS:**

As per tender document.

**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: