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

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ICAR Parisar, P/o - Bihar Veterinary Collage Campus, Patna – 800 014 (Bihar), INDIA

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F.No.IRCER/P&S-12(A)/15-16/Security and Office Services/

Dated: 01.08.2016

## INVITATION FOR BIDS (IFB) - II

INVITATION TO TENDER AND INSTRUCTIONS CONTAINING TERMS AND CONDITIONS GOVERNING THE BIENNIAL CONTRACT FOR PROVIDING THE SECURITY SERVICES AT ICAR-RCER, Patna and its centers for two years.

- A) Cost of Tender Application Fee: **Rs.1,000/- (Rupees one thousand only)**
- B) Last date of receipt of Tenders in Office is **2.30 PM on 25.08.2016** (at Room No.113).
- C) Tenders (technical bids) to be opened at **3.00 PM on 25.08.2016** (at Room No.203).
- D) Tender to remain open for acceptance up to 180 days from the date of opening.
- E) The Tender document is also available at our web-site: **www.icarrcer.in**

**NOTE:**

1. The Director, ICAR-RCER, ICAR Parisar, P/o - BVCC, Patha may at his/her discretion, extend this date by a fortnight and such extension shall be binding on Tenderers.
2. If the date up to which the Tenders is open for acceptance is declared to be a holiday the Tenders shall be deemed to remain open for acceptance till the next working day.

From: Director, ICAR Research Complex for Eastern Region, ICAR Parisar,  
P/o : Bihar Veterinary College Campus, Patna — 800014.

To,

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir(s),

Sealed tenders are hereby invited on behalf of the Director, ICAR-RCER, P/o - BVCC, Patna for contract of Biennial Job Service Contract for providing Security Services at **Patna and its centers** for two years. The terms and conditions of the contract which will govern any contract made are those contained in the General conditions of contract applicable to the contracts and the special terms and conditions are detailed in the tenders forms and its schedules. Please submit your rates in

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the tenders form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached schedules.

2. A Bank Guarantee (for Rs. 1,00,000/- in enclosed format) or demand draft of **Rs.1,00,000/- (Rupees one lakh)** only as **earnest money** in favour of “ICAR Unit: ICAR-RCER, Patna” may kindly be enclosed; without EMD, the tender will not be accepted. No extension will be given to any firm for submission of required EMD therefore on bidden has to enclosed required EMD of Rs. 100,000/-only with tender. If the successful tenderer declines to act on the offer made by the Council 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.
3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resile from his offer or modify the terms and conditions thereof. If the tenderer fail to observe and comply with the foregoing stipulation the aforesaid amount of EMD will be forfeited by the Institute. 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 to him after he has applied for the same, in the manner prescribed by the Institute.
4. **The Schedules of the tenders 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. In such cases reference to the additional pages must be made in the tenders form. If any modification of the schedule is considered necessary it should be communicated by means of a separate letter alongwith the tenders. Overwriting/erasing in rates to be quoted by the tenderer will not be allowed otherwise the tenders may be rejected.
5. The tenders are liable to be ignored if complete information as required is not given therein or if the particular asked for in the schedules to the tenders is not fully filled in. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) a sale proprietor of the firm or constituted attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership in which case he must have authority to refer to arbitration dispute concerning the business of the partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
6. If tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
7. In case of partnership firms, where no authority has been given to any partner to execute the contract/agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tenders form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the persons so signing had no authority to do so, the Council / Institute shall without prejudice to other civil and criminal remedies cancel the contract and hold the

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signatory liable for all costs and damages. Each page of the tenders and the schedules to the tenders and annexure, if any, should be signed by the tenderer.

8. **The original copy of the tenders is to be enclosed in double cover.** The inner cover should be sealed. The outer cover should be superscribed “**The Biennial Contract for providing Security Services at ICAR Research Complex for Eastern Region, ICAR Parisar, P.O. Bihar Veterinary College, Patna - 800014** with address of this office and the tenderer shall **place two envelopes clearly marked containing technical bid and financial bid separately in the main envelop.** All Tenders should be sent by Registered Post. Tenders to be hand delivered should be put in the tenders box, which will be kept in the **Room No.113** at Office of the ICAR-RCER, P/O - BVCC, Patna **not later than 2.30 PM on 25.08.2016.**
9. The rates quoted by each firm for job/service security contract in tenders be given both in words and figures failing which the same is liable to be rejected. Tenderer is at liberty to be present or to authorise a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tenders on tenderer’s behalf should be indicated in the tenders. Name and address of permanent representative, of the tenderer if any, may also be indicated.
10. The Institute is not bound to accept the lowest or any other tenders and also reserve the right of accepting the tenders in whole or in part. You are however at liberty to Tender for the whole or any portion or to state in the tenders that the rates quoted shall apply only if the tenders are considered fully. Other conditional Tenders will not be accepted.
11. The successful firm will have to deposit the **performance security** of **Rs. 2,00,000/-** after awarding the contract in the form of Bank Guarantee (for Rs.200,000/- in enclosed format) or demand draft in favour of “ICAR Unit: ICAR-RCER, Patna” which will be refundable after successfully completion of contract. In the event of non-deposition of the same, the earnest money will be forfeited.
12. No interest on security deposit and earnest money deposit shall be paid by the Institute to the tenderer.
13. Service tax or any other tax applicable or made applicable after awarding the contract in respect of this contract shall be payable by contractor and Institute will not entertain any claim whatsoever in this respect. However the service taxes or any other tax which is as per the rules of the Govt., shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.
14. Director, Institute reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the Institute, for any justifiable reasons, not mandatory to be communicated to the tenderer.
15. Decision of Director, Institute shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any on the contract will be settled at his/her level by mutual consultation and in case of failure of settlement dispute shall be referred to the sole arbitrator to be appointed by the Director, Institute. The decision of the sole Arbitrator so appointed shall be final and binding on the parties. Arbitration proceedings shall be governed by the Arbitration & Constitution Act, 1996.

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16. Acceptance by the Institute will be communicated by FAX/Telegram, Express letter or any other form of communication. Formal letter of acceptance and work order of the Tenders will be forwarded as soon as possible, but the earlier instructions in the FAX/Telegram/Express letter etc. should be acted upon immediately.
17. The rates must be submitted in the prescribed format (**Annexure I**) separately for **Exclusive Ex-serviceman & Civilians**. The agency is required to indicate the number of manpower offered for providing the services and break-up of monthly charges to be claimed and actual to be paid in the Annexure-I separately. DGR empanelled agencies, Sainik Ex-servicemen welfare society/associations may also participate.
18. The **validity of the contract** is only for a period of **TWO YEARS** extendable with mutual consent, if required only for another three months maximum.
19. The security persons so provided by the agency under this contract will not be the employee of the Institute and there will be no employer-employee relationship between the Institute and the person so engaged by the Contractor in the aforesaid services.
20. In case of revision of VDA by the Competent Labour Authority the revision of rates may be considered following the minimum wages on mutually consented terms. However, the decision of the Institute in this regard will be final.
21. The following documents/vouchers are required to be enclosed with the tenders form which are the terms and conditions of the tender's document:-
  - a) **Registration certificate** of the firm under the work contract of the Govt. (State/Central Govt.) and copy of license of **Private Security Agencies (Regulation) Act, 2011**. In case the copy of license under PSA(R) Act, 2011 is not available, the bidder must enclose with its bid, the copy of necessary proof of having applied for the license.
  - b) **Minimum turnover** of the firm not less than **Rs.50.00 lakh** (Rupees fifty lakh only) during the last financial year (2014-15).
  - c) **Last three years continuous experience** of the firm in the field of providing such services in Central Govt. establishments/ Autonomous bodies of Govt. of India/ Corporations of Govt. of India/ reputed public or private organizations? provide the details in enclosed tabular form.
  - d) **Certified Balance Sheet** of the firm for last year (**2014-15**) of the service contract by the chartered accountant.
  - e) Duly certified copies of the satisfactory services where the Tenderer is providing the services for the last three years.
  - f) Employee EPF registration certificate issued by local govt. etc.
  - g) Employee ESI registration certificate issued by local govt. etc.
  - h) The contractor/agency must have a registration with the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the labour license under this Act.
  - i) Nos. of guards/supervisors registered under ESI & EPF separately. **Minimum 44 Nos. (Security Guards/Supervisors) required with their ESI & EPF**

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**contributions.** Documentary proof of vouchers / Annual returns filling of ESI & EPF to be required and may be attached.

- j) The agency must have registration with service tax department and submit a photocopy.
- k) Whether the firm has any legal suit criminal case pending against it for violation to PF/ESI, Minimum wages Act or other laws (give details). The firm/agency must enclose a certificate indicating that there is no criminal/legal suit pending or contemplated against them.
- l) Valid license issued by the office of the Central Labour Commissioner for providing security services in the organization.
- m) Registration with Income Tax Department (Copy of PAN & IT returns for last three years).
- n) The Agency should enclose copies of the payment made to its existing Security Personnel for the last two months in terms of salary through Bank and EPF/ESI payment to them, in support of the condition (individual statement to be enclosed.)
- l) Successful Tenderer will have to enter into a detailed contract agreement with ICAR-RCER on non-judicial stamp paper of Rs.100/- (Rupees one hundred only) for each work.
- m) **The above documents are mandatorily required based on which the evaluation of Technical Bid will be made. In case if any mandatory information is not furnished alongwith the valid supporting documents, the Technical Bid is liable to be rejected. Only those Financial bids whose Technical Bids are found responsive will be opened on specified date/time, fixed by the office with advance intimation provided to the responsive bidders through the institute website/E-mail, FAX, or Telephonic message.**
- n) **Only those firms will be considered for financial bid who will qualify in the technical bid.**

**Note: The technical bids and financial bids may be submitted in separate envelopes to be sealed and put in single envelop.**

Yours faithfully,

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

**TENDERS FOR BIENNIAL CONTRACT FOR PROVIDING SECURITY SERVICES  
AT ICAR-RCER, Patna, RC Makhana, Darbhanga and KVK, Buxar**

Full Name & Address of the Tenderer in addition to :  
Post Box No., if any, should be quoted in all  
communications to this office.

Telephone No. :  
Telegraphic Address/FAX/Cellular No. :  
E-Mail address :

From \_\_\_\_\_

To,

ICAR Research Complex for Eastern Region,  
ICAR Parisar, P.O. Bihar Veterinary College,  
Patna— 800 014.

I/We have read all the particulars regarding the General information and other terms and conditions of the contract for providing security services at **ICAR-RCER, Patna and its centers** and agree to provide the services as detailed in the schedule herein or to such portion thereof as you may specify in the acceptance of the Tender at the rates given in Schedule-I to this Tender and I/we agree to hold this offer open till 180 days. The rates quoted will be valid for a period of **two years** in the event of award of the Contract, *alongwith the admissible Price Variation, if any, as per the terms of the Contract.* I/We shall be bound by a communication acceptance dispatched within the prescribed time.

1. That I am proprietor / Managing partner / Managing Director / Director / President of M/s \_\_\_\_\_ which is in the business of \_\_\_\_\_
2. I/We have **understood** these terms and conditions for the contract and shall **provide the best services**, strictly in accordance with these requirements.
3. The **following** Additional **pages** have been **added** to form a part of this tender, bearing Page Nos.:\_\_\_\_\_.
4. Every page so attached with this Tender bears my signature and the office seal.
5. Pay order/ DD No. \_\_\_\_\_ of Rs. \_\_\_\_\_ drawn in favour of 'ICAR Unit: ICAR-RCER, Patna' is enclosed as earnest money required.
6. That the firm has **not been blacklisted** by any State or Central Ministry/Department or Government Organization.
7. The firm does not offer lower than minimum wages to its personnel as per the laws of the land.
8. That the firm engages manpower with **due** verification of their Character and Antecedent through **Police**, as per **rules**.

Yours faithfully

Signature & Seal of the Tenderer

Witness \_\_\_\_\_

Telephone No. Office:

Address: \_\_\_\_\_

Residence:

Occupation: \_\_\_\_\_

Mobile:

Signature of witness to contractor's signature

Address:

Sl. No.	Particulars to be filled in by the bidder/tenderer	
<b>Part- I</b>		
1.	Name of the Firm/Agency	
2.	Full address with Telephone No. and Post Box No., <i>if any</i>	
3.	Constitution of the Firm! Agency (Attach copy) Indian Companies Act, 1956/Indian Partnership Act, 1932/ Any other Act (Please give names of partners, <i>if not the owners</i> )	
4.	For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the Tender. i) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the Tenders to refer dispute condemning business of the partnership to arbitration. ii) If the answer to above is in point one and two the affirmative please furnish a copy of either the partnership agreement or the general power of attorney as the case may be. The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper by all partner	
5.	Name and Full Address of your Bank	
	Name of the Bank Branch	
	Bank Account No.	
	IFSC Code	
6.	Your Permanent Account Number (PAN)	
	Income Tax No./Circle/Ward	
7.	Any other relevant information	
<b>Part- II</b>		
8.	Earnest Money Deposited	Yes/No
<b>Part- III</b>		
9.	Name and Address of the firm's representative and whether the firm would be present at the opening of the Tenders.	
10.	Name of the Permanent Representative to be visiting ICAR-RCER, Patna regarding the contract.	

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**AUTHORISED SIGNATORY**

Please add supplementary pages and to be numbered wherever needed by the Tenderer.

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF THE CONTRACT FOR PROVIDING SECURITY SERVICES for two years on following Security Points at **ICAR-RCER, Patna, ICAR-RCER, RC Makhana, Darbhanga and KVK, Buxar:-**

Sr. No.	Details of Security Points with Area (in Sq. ft.)	No. of security points	No. of Shift	No. of Security personnel
<b>Group - A</b>				
1.	<b>ICAR-RCER Main Complex, Patna:-</b>	---		
	i) Unarmed security – Round the clock at ICAR-RCER, Main Gate No. 01 and 02.	2	3	6
	ii) Unarmed security at Director’s residence & Res. Campus (6.00 PM to 10.00 AM)	1	2	2
	iii) <b>Armed security</b> – Round the clock at Admin. Building.	1	3	3
	iv) Unarmed security – Round the clock for Farm Area.	1	3	3
2.	ICAR-RCER, WALMI Complex <b>residential area</b> (CD block – 4600 Sq. ft. and E4 block – 1340 Sq. ft.):-	----		
	i) Unarmed security (10.00 PM to 6.00 AM) at CD Block and E4 Block	1	1	1
3.	ICAR-RCER, WALMI Complex <b>Workshop &amp; PIS Lab. area</b> (Workshop around – 3600 Sq. ft. and PIS Lab. – 3450 Sq. ft. and Outside – 19,625 Sq. ft.):-	----		
	i) Unarmed security – Round the clock for Workshop & PIS Lab.	1	3	3
	ii) Unarmed security (5.00 PM to 9.00 AM) for Irrigation & Horticultural Farm.	1	2	2
	iii) Unarmed security (5.00 PM to 9.00 AM) for Fish Farm.	1	2	2
4.	<b>Sabajpura Farm</b> (Area – 17.3 hectare):-	----		
	i) Unarmed security – Round the clock for Farm Office & Lab. Building/Godwon.	1	3	3
	ii) Unarmed security – Round the clock for Stores, Threshing Floor & Pump No.3.	1	3	3
	iii) Unarmed security – Round the clock for Tube well No.5.	1	3	3
5.	ICAR-RCER, <b>Guest House</b> at WALMI Complex:-	----		
	i) Unarmed security from 10.00 PM to 6.00 AM	1	1	1
<b>Group - B</b>				
6.	<b>ICAR-RCER, Research Centre of Makhana, Darbhanga:-</b>	----		
	i) Unarmed security – Round the clock at Main Gate of office.	1	3	3
	ii) Unarmed security – Round the clock at one point at Basudevpur Farm.	1	3	3
<b>Group - C</b>				
7.	<b>Krishi Vigyan Kendra (KVK), Buxar</b>	----		
	i) Unarmed security – Round the clock at Main Gate of	1	3	3

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	office.			
ii)	Unarmed security – Round the clock at one point at Lalganj Farm.	1	3	3

**TERMS & CONDITIONS:**

1. **Scope of Work:** The work of providing of security services for the above mentioned security points at ICAR-RCER, Patna, RC Makhana, Darbhanga and KVK, Buxar shall have to be undertaken without causing any damage to the ICAR properties. In case, any damage is caused by the guards deployed by the contractor to do the work of security for this Complex. The same shall be made good by the contractor. The agency shall also have to ensure that there is no theft of the moveable /immovable property within the premises of the Complex. In case any such theft occurs, the responsibility for the same shall rest with the agency and the agency shall have to make good the loss caused to the ICAR on account of such theft. For this purpose, the agency shall keep strict vigil on all entry points with a view to preventing entry of unscrupulous elements into the Complex.
2. The contractor shall not sublet the work without prior written permission of the ICAR.
3. Payment for Services work will be made monthly upon submission of pre-receipted bill.
4. An earnest money of **Rs. 100,000/- (Rupees One lakh only)** in the form of DD/Pay Order is required to be attached with the Tender. No Tender will be considered without the earnest money. The earnest money will be forfeited if the bidder resiles from the offer.
5. The contract can be terminated at any point of time if the services of the firm are not found satisfactory. In such an event, the work of security points at ICAR-RCER, Patna and ICAR-RCER, RC Makhana, Darbhanga shall be arranged from other source at the expenses of the defaulting firm.
6. All the personnel deployed will perform their duty in proper uniform and will maintain a smart turn out. The agency shall, at its own cost, provide suitable uniforms (both Summer and Winter) to the personnel with identity cards. Uniform should be new alongwith firm's logo, cap etc.
7. All essential items for security services and general cleanliness services personnel like Torch, Lathi, cleaning material, etc. will be provided by the agency at its own cost.
8. The rates should be proposed on the basis of manpower to be deployed under the contract. No request for alteration in the rates once quoted will be permitted within one year.
9. The agency shall employ good and reliable persons with robust health and clean record preferably within the **age group of 21 to 50 years**. In case any of the personnel so provided is not found suitable, the Complex shall have the right to ask for their replacement without giving any reasons therefore and the agency shall on receipt of a written communication will have to replace such persons immediately.
10. The rates to be quoted should include cost of each and every item including transportation cost, manpower cost etc. The ICAR shall not bear any extra charge on any account whatsoever i.e. EPF contribution, Uniform, Liveries, OTA etc.

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11. The contractor will discharge all his legal obligations in respect of the workers/guards to be employed/ deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the Council from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Secretary, ICAR shall be final and binding on the contractor.
12. Income Tax will be deducted from the payments due for the work done as per rule.
13. They have to verify all the office buildings, rooms after 6.00 PM to ensure as to whether all building is locked properly.
14. They should not give lenient or casual impressions in the duties and they should be alert and attentive.
15. They should observe movement of all the staff, labourers and visitors etc.
16. Proper entries are to be made while handing over key to any staff of ICAR and while taking over too.
17. The security and general cleanliness personnel should follow strict attendance and alternative arrangements are to be made by the agency whenever any Security Supervisor/sanitation person/Security Guards going on leave under intimation to this office.
18. Changing of Security Supervisor/ Guards should be intimated to the Caretaker.
19. The Security/Sanitation staff should follow the codal formalities of Security System while on duty.
20. Contractor shall pay the bonus at pro-rate basis along with monthly salary. Actual bonus paid by the contractor to the deployed man-power may be reimbursed by ICAR-RCER on monthly basis, after submission of the proof of making payment.
21. The contractor shall make payment of wages by Cash/Cheque (to those employees having bank account) to his personnel engaged by him by **7th** of the following month in the premises of ICAR-RCER in the presence of an officer designated for the purpose by competent authority of ICAR-RCER, so that there is no disruption in the performance of duties of deployed personals. Wages should be according to Minimum Wages Act and together statutory Acts applicable for State Govt. ICAR-RCER reserves the right to check periodically payment of wages made by him to security personnel's deployed.

**BILLS MUST BE SUBMITTED IN TRIPLICATE ALONG WITH PERSON-WISE DETAILS OF EPF AND ESI CONTRIBUTIONS DEPOSITED IN THEIR INDIVIDUAL ACCOUNT.**

**FURTHER, THE AGENCY MUST, ALONG WITH THE BILLS AND EPF AND ESI DETAILS, PROVIDE THE PHOTOCOPY OF BANK CHALLAN USED TO MAKE THE DEPOSIT/PAYMENT FOR EPF AND ESI CONTRIBUTIONS BY THE CONTRACTOR ON MONTHLY BASIS.**

22. **The financial bid showing total monthly amount on Job Contract basis with item-wise / Group wise breakup which will include all mandatory payments including other percentage/expenses as per Annexure-I should be provided.**
23. The contractor shall maintain register for making the attendance by SG/Supervisor deployed by him, which can be seen/verified by the Caretaker or an authorized officer of ICAR periodically.
24. The contractor shall issue photo I-Card to the personnel's deployed in the complex/colony for performing duty, which will be duly signed by him and displayed by them on their persons while they are in duty.
25. It has been noticed that sometimes the tenderer **quote un-workable service charges** vis-à-vis scope of work, resulting in either unsatisfactory performance or injustice to the workers by not getting their due minimum wages along with other statutory charges. It may therefore, be ensured that the service charges of each firm are indicated separately in the Financial bid at Annexure-I. It is further mentioned that financial bid of those firms only would be considered whose quote service charges at financial bid vis-à-vis their specified scope of work.
26. The tender document duly signed on all pages shall be submitted along with the technical bid, failing which the technical bid shall not be considered. Outsider firms shall not be considered for bids.
27. 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.
28. The contractor will have to provide maximum number of ex-servicemen, retired employees of Para military forces of properly trained security personnel's and having at least one year experience for security work.
29. After physical inspection of the site, as mentioned above, a detailed assessment/requirement of personnel for providing security services at ICAR-RCER, Patna, RCM Darbhanga and KVK Buxar shall have to be furnished along with the tender. However, the tenders should only indicate the lump sum amount in respect of all services covered under the contract for 1. ICAR-RCER, Patna 2. Research Centre for Makhana, Darbhanga 3. Krishi Vigyan Kendra, Buxar, clearly indicating the number of personnel proposed to be deployed separately for each unit.
30. The pre-receipted bill shall be submitted by the security Agency in triplicate duly supported by proof of attendance, payment of statutory charges/subscription etc., Payment will be made by cheque/e-payment. Payment will be made against monthly bills supported by requisite documents. Income Tax will be deducted as per rates.
31. The Agency shall have to provide Telephone numbers for 24 hours contact.
32. The Agency should abide by rules laid down by any statutory authority relevant to the deployment of security guards.
33. No accommodation will be provided by this Institute for the security personnel engaged by the agency.

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34. For further information/spot inspection about the proposed area to be entrusted to provide surveillance the officer incharge of security at ICAR-RCER, Patna may be consulted.
35. It is mandatory for the agency to maintain all statutory registers in connection with their work at the Institute campus and produce them as and when demanded by the authorities of the Institute and Labour Commissioner or its authority.
36. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The Contractor shall indemnify and keep indemnified the Council from any claims. Loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, ICAR-RCER, Patna shall be final and binding on the contractor.
37. Double duty of the security guard or behind prescribed duty hour will not be allowed.
38. The Agency is advised to do a complete survey on his own of all the buildings/area before offering rates.

### **RECOVERY OF LOSS/DUES**

For any loss or damage or theft etc., if any is noticed due to negligence on the part of the security agency/individual, the agency shall meet the cost and also be required to compensate such loss for which the agency has to execute an Indemnity bond of appropriate value on non-judicial paper against any loss of ICAR-RCER property, assets and immovable/movable properties.

### **LEGAL OBLIGATIONS:-**

All personnel employed by contractor shall be engaged by him as his own employees in all respects express or implied. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various Labour Laws/Industrial Laws of the country, shall be that of the contractor, He shall specifically ensure compliance with the following Laws/Acts and their Enactments/Amendments:-

- a. The contract Labour (Regulation & Abolition) Act., 1970
- b. The contract Labour (Abolition & Regulation) Central Rules, 1971
- c. The Minimum wages Act., 1948
- d. The Employer's Liability Act., 1947
- e. The Payments of wages Act., 1936
- f. The Factories Act., 1948
- g. The Workmen's Compensation Act., 1923
- h. The Employees Provident Funds and Misc. Provisions Act., 1952
- i. The Payment of Bonus Act., 1976
- j. The Equal Remuneration Act., 1976
- k. The Industrial Disputes Act., 1947

**LIQUIDATED DAMAGES CLAUSE:**

1. That the contractor shall be responsible for the faithful compliance of the work award order. Any breach or failure to perform the same may result in termination of the work order and forfeiture of the security deposit.
2. An amount of **Rs. 1000/-** will be levied as liquidated damages per day. Whenever and wherever it is found that the work is not up to the mark in any point it will be brought to the notice of supervisory staff of the firm by ICAR and if no action is taken within one hour liquidated damage clause will be invoked.
3. Any misconduct/misbehavior on the part of manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
4. If the required no. of security guard/supervisor is less than the minimum required as per, a penalty of Rs.500/- per guard per shift per day will be deducted from the bill.

The Director, Institute reserves the right to reject any or all Tenders in whole or in part without assigning any reasons therefore. The decision of Director, Institute shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.

\*\*\*\*\*

**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 labour-element (hereby stipulated at 50% 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:

$$P_1 = P_0 \{F + a (M_1/M_0) + b (L_1/L_0)\} - P_0$$

2.

- Where  $P_1$  is the adjustment amount payable to the supplier (a minus figure will indicate a reduction in the Contract Price)
- $P_0$  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 material element in the Contract price.
- b is the assigned percentage to the labour element in the Contract price.
- $L_0$  and  $L_1$  are the wage indices at the base month and year and at the month and year of calculation respectively.
- $M_0$  and  $M_1$  are the material indices at the base month and year and at the month and year of calculation respectively.

3. If more than one major item of material is involved, the material element can be broken up into two or three components such as Mx, My & Mz.

Where price variation clause has to be provided for services (with insignificant inputs of materials) as for example in getting Technical assistance normally paid in the form of per diem rates, the price variation formula should have only two elements viz. a high fixed element and a labour element. The fixed element can in such cases be 50% or more, depending on the mark-up by the supplier of the Per diem rate vis-à-vis the wage rates.

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 two elements viz. a high Fixed Element and a Labour Element. The Fixed Element can in such cases be **50% or more**.

Accordingly, in case of our IFB - I, inviting bids for Job-Rate-Contract for Job-Schedule Nos. 1 & 2, it is decided to have the only following two elements in our Price Variation Formula:-

- i) Fixed Element: It will be 50% of each & every Job-Rate quoted by the Bidder.
- ii) Labour Element: It will equally be 50% of each and every Job-Rate Contract quoted by the Bidder. This element will be variable, exactly as per the Minimum Wages fixed from time to time, by the Ministry of Labour, Govt. of India, for different categories & workmen viz. Agricultural / Highly-skilled, Skilled .... etc. as the case may be.

For example, suppose, a successful contractor has quoted the rate of Rs.200/- for a certain Job-Work. Then, Rs.100/- (i.e. 50%) of this job-rate would be taken to be the fixed element and would not be subject to any change during the entire period of contract.

However, the remaining 50% of Job-rate (i.e. Rs.100/-) would constitute the labour-component of job-rate, and would vary exactly as per the Govt. of India, Ministry of Labour, Rate-Revision for Minimum Wages. **So, in case the Central Govt. increases Minimum Wages by x%**, then the increase in Labour Component would equally be x%.

Thus, in this case, if the Minimum Wages is enhanced by, say, 10%, then the contractor would get Rs.210/-, as labour-component-rate of Rs.100/- is increased to Rs.110/- on account of 10% increase in Minimum Wages notified by Central Government.

----- X -----

**FINANCIAL BID ON LETTER HEAD  
BI-ANNUAL CONTRACT FOR PROVIDING SECURITY SERVICES FOR THE  
PREMISES OF ICAR-RCER, Patna, RC Makhana, Darbhanga and KVK, Buxar**

Security Guards/Supervisor shall be Ex-Serviceman or trained civilians in the field and below the age of 50 years as on 25.08.2016. The rates/amount on job contract quoted shall be as per existing Minimum Wages Act, 1947 (Minimum Wages of Central/Bihar Govt., whichever is higher, would be applicable as per MW Act, 1947) and other statutory rates/payments including other expenses as indicated in the tender document.

**A. Exclusively for Ex-Service Men**

Sr. No.	Description	Rate per security personnel/shift (8 hours duty) (In Rs.)
1	2	3
1.	Basic Pay for Group – ‘A’:-	---
	i) Supervisor	
	ii) Armed Security Guard	
	iii) Unarmed Security Guard	
1a.	Basic Pay for Group – ‘B’:-	---
	i) Unarmed Security Guard	
1b.	Basic Pay for Group – ‘C’:-	---
	i) Unarmed Security Guard	
	<b>Basic Value (1+1a+1b)</b>	
2.	Leave Relief if applicable	
3.	ESI (%)	
4.	EPF (%)	
5.	ELDI (%)	
6.	**Bonus (%)	
7.	Gratuity (%) if applicable	
8.	* Admn. Charges (%)	
9.	<b>Sub-Total (1-8)</b>	
<b>10.</b>	<b>Service Charges on (9)</b>	
11.	<b>Total (9+10)</b>	
12.	Service Tax (%)	
13.	<b>Grand Total (11 + 12)</b>	

**Total Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).**

**B. Exclusively for Civilian**

Sr. No.	Description	Rate per security personnel/shift (8 hours duty) (In Rs.)
1	2	3
1.	Basic Pay for Group – ‘A’:-	---
	i) Supervisor	
	ii) Armed Security Guard	
	iii) Unarmed Security Guard	
1a.	Basic Pay for Group – ‘B’:-	---
	i) Unarmed Security Guard	
1b.	Basic Pay for Group – ‘C’:-	---
	i) Unarmed Security Guard	
	<b>Basic Value (1+1a+1b)</b>	

**Invitation for BIDS (IFB) for Security Services at ICAR-RCER, Patna**

2.	Leave Relief if applicable	
3.	ESI (%)	
4.	EPF (%)	
5.	ELDI (%)	
6.	**Bonus (%)	
7.	Gratuity (%) if applicable	
8.	* Admn. Charges (%)	
9.	<b>Sub-Total (1-8)</b>	
<b>10.</b>	<b>Service Charges on (9)</b>	
11.	<b>Total (9+10)</b>	
12.	Service Tax (%)	
13.	<b>Grand Total (11 + 12)</b>	

**Total Rs.** \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

- \* Admn. Charges (%) including  
i) Winter and summer uniforms (vide para 8 of special terms and conditions)  
ii) Other facilities (torch, lathis etc) (vide para 12 of special terms and conditions)
- \*\* Payment of Bonus:  
To be reimbursed by ICAR to the contractor after submission of proof of making payment.

Note 1: Sr. No. 3-8 to be indicated as % of Sr. No. 1 & 2 together.

Note 2: Sr. No. 2-5 are mandatory and must be provided as per statutory provisions.

Note 3: Except administrative and service charges (at Sr. No. 8 & 10, rest all the payments from Sr. No. 1-7 are either to be paid to the employees by the contractor through cash or cheques in their respective accounts in the bank or to the statutory authorities as applicable in the name of employee to whom payment is being made.

If any bidder does not quote as per the provisions of Govt. of India/Bihar State Govt. or the Contract Labour (R&A) Act 1970, his tender shall be summarily rejected without assigning any reasons.

- **I/We fully understand the number of Security personnel to be deployed at ICAR-RCER Patna, RCM Darbhanga, KVK Buxar may increase or decrease.**
- **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.**
- **I/We fully understand that the Institute may require both the Ex-servicemen and Civilian Security personnel in full or part for Security Services of this Institute.**

**DECLARATION**

I accept all the terms & conditions of the tender.

Date: \_\_\_\_\_

Signature and Seal of the Bidder

I/We agree to forfeit of the earnest money if I/We fail to comply with any of the terms and conditions in whole in part laid down in the Tender Form.

We have carefully read the terms and conditions of the Tender and are agreed to abide by these in letter and spirit.

In case of need, the Institute may decide to engage partially Ex-servicemen and remaining civilians based on the availability of funds and the requirement. The proportionate engagement will be optional only which cannot be considered as mandatory.

Date: \_\_\_\_\_

Signature and Seal of the Bidder



**Details of place/point for providing the security services**

Sr. No.	Details of Security Points with Area (in Sq. ft.)	No. of security points	No. of Shift	No. of Security personnel
<b>Group - A</b>				
<b>1.</b>	<b>ICAR-RCER Main Complex, Patna:-</b>	---		
	i) Unarmed security – Round the clock at ICAR-RCER, Main Gate No. 01 and 02.	2	3	6
	ii) Unarmed security at Director’s residence & Res. Campus (6.00 PM to 10.00 AM)	1	2	2
	iii) <b>Armed security</b> – Round the clock at Admin. Building.	1	3	3
	iv) Unarmed security – Round the clock for Farm Area.	1	3	3
<b>2.</b>	<b>ICAR-RCER, WALMI Complex residential area</b> (CD block – 4600 Sq. ft. and E4 block – 1340 Sq. ft.):-	----		
	i) Unarmed security (10.00 PM to 6.00 AM) at CD Block and E4 Block	1	1	1
<b>3.</b>	<b>ICAR-RCER, WALMI Complex Workshop &amp; PIS Lab. area</b> (Workshop around – 3600 Sq. ft. and PIS Lab. – 3450 Sq. ft. and Outside – 19,625 Sq. ft.):-	----		
	i) Unarmed security – Round the clock for Workshop & PIS Lab.	1	3	3
	ii) Unarmed security (5.00 PM to 9.00 AM) for Irrigation & Horticultural Farm.	1	2	2
	iii) Unarmed security (5.00 PM to 9.00 AM) for Fish Farm.	1	2	2
<b>4.</b>	<b>Sabajpura Farm</b> (Area – 17.3 hectare):-	----		
	i) Unarmed security – Round the clock for Farm Office & Lab. Building/Godwon.	1	3	3
	ii) Unarmed security – Round the clock for Stores, Threshing Floor & Pump No.3.	1	3	3
	iii) Unarmed security – Round the clock for Tube well No.5.	1	3	3
<b>5.</b>	<b>ICAR-RCER, Guest House</b> at WALMI Complex:-	----		
	i) Unarmed security from 10.00 PM to 6.00 AM	1	1	1
<b>Group - B</b>				
<b>6.</b>	<b>ICAR-RCER, Research Centre of Makhana, Darbhanga:-</b>	----		
	i) Unarmed security – Round the clock at Main Gate of office.	1	3	3
	ii) Unarmed security – Round the clock at one point at Basudevpur Farm.	1	3	3
<b>Group - C</b>				
<b>7.</b>	<b>Krishi Vigyan Kendra (KVK), Buxar</b>	----		
	i) Unarmed security – Round the clock at Main Gate of office.	1	3	3
	ii) Unarmed security – Round the clock at one point at Lalganj Farm.	1	3	3

**Annexure – III**

(On Indian Non Judicial Stamp Paper)

**AGREEMENT DEED**

This agreement is made at \_\_\_\_\_ on this \_\_\_\_\_ day \_\_\_\_\_, 2016 between ICAR Research Complex for Eastern Region, ICAR Parisar, P.O. Bihar Veterinary College, Patna – 800014, a unit of the Indian Council of Agricultural Research, a Society registered under the Societies Registration Act, 1860, through the Secretary, ICAR (Herein after called first party) of the First Party and \_\_\_\_\_ having its office at \_\_\_\_\_ (hereinafter called the work agency) of the other part.

WHEREAS the One Part/First Party desired to avail the security on job/service contract basis for the purpose of carrying out the security and watch and ward of their property etc.

NON THEREFORE it is agreed by and between One Part/ First Party and the security agency as under:-

1. The security agency shall carry out the security and watch & ward of the ICAR Research Complex for Eastern Region, ICAR Parisar, P.O.: Bihajr Veterinary College, Patna – 800014 as per the requirement and instructions given to them by the authorities of one part/first party from time to time for a period of **two years** w.e.f. \_\_\_\_\_ to \_\_\_\_\_.
2. A list showing the jobs to be carried out by the work agency is attached as Annexure – I & II. However, these are only guidelines. Additional jobs or modifications in the job will be carried out with the approval of the authorities of the One Part/ First Party.
3. The Security Agency shall render the services on the job contract basis at the rate of **Rs. \_\_\_\_\_ per month**. Which includes EPF contribution, ESI contribution (not applicable to Ex-serviceman) and any other statutory provisions and liabilities to be discharged by the security agency.
4. Security guards to be deployed shall be preferably ex-servicemen with robust health and clean record preferably within age group of below 50. The watch and ward will be round the clock and 7 days of the week and as per our declared requirement and shall be changed as per requirement of the One Part/First Party from time to time. In case there is any change in employment of the Security Guard, such change shall be intimated to the Security Agency in writing well in advance.
5. The Security agency shall employ their own staff/employees as may be required for the purpose of execution of the work, which shall be subject to the approval of the One Part/ First Party authorities.
6. The Security agency agrees to discharge all their legal obligations of their employees in respect of their wages and other service conditions and shall also comply with all the rules, regulations and provisions of law in force that may be applicable to them from

**Invitation for BIDS (IFB) for Security Services at ICAR-RCER, Patna**

time to time, viz. statutory obligations under Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act, Workmen's Compensation Act, EPF & MP Act, Industrial Dispute Act etc. The security agency agrees to indemnify and keep indemnified the one part/first party from any claims, loss or damages that may be caused to the one part/first party on account of the work agency's failure to comply with their obligations under the various law towards their staff/employees employed by them or any loss of damage to one part due to acts/commissions of other part.

7. The stationery items like register, scales, writing pads, pencils, staplers etc. will not be provided by the One part/First Party and Uniforms will not allowed to be washed in the One Part/First Party premises. The uniform of the security personnel's and other related items as mentioned above will be provided by the security agency. The One Part/First Party has to pay only the amount which has been agreed to as per items No.3.
8. The security agency shall submit their bills after the completion of each month during the first week of the following month of the services rendered previous months to Director, ICAR-RCER. The payment will be made by cross Cheque on receipt of confirmation regarding satisfactory execution of services by the officer authorized, for the purpose. In case, the services are not provided up to the satisfaction of the authorities, suitable deduction will be made from the payment at the discretion of Director, ICAR RCER whose decision shall be final and binding on the security agency.
9. The security agency agrees to get all the security staff members and their employees insured against any liability arising under the Workman's compensation act or under the common law. The security agency agrees to indemnify against any claim that the One Part/ First Party may have to meet in respect of their staff members and/or Workman/employees on account of any accident or for any other reason.
10. It is further clarified that under no circumstances, the staff member and/or the Workmen/employees of the work agency shall be treated, regarded or considered or deemed to be the employees of the One Part/ First Party and the security agency alone shall be responsible for their remuneration, wages and to their benefits and services conditions of all the employees deployed by the agency and shall indemnify and keep indemnified the One Part/ First Party AGAINST ANY CLAIM THAT may have to meet towards the employees of the security agency.
11. Further, it is agreed that the security agency will ensure that no theft or damages to the One Part/First Party property should take place during the tenancy of the service contract of the security Agency. In case any theft or damage to the One Part/First Party property occurs during the service contract period with the security agency due to the negligence of the security staff/employees of the security Agency, the security agency shall be held responsible for such losses and damages, if after a properly constituted enquiry (consisting of two members of the One Part/First Party) and one member of the security agency come to the conclusion that the loss is attributable to the negligence on part of working personnel of the security agency. Related financial loss will be recovered from existing bill. The security Agency shall attend all the police cases from time to time during the contract period, if required.
12. The security agency will provide the security services at the rates mentioned in the foregoing paragraph round the clock in three shifts running from 6.00 am to 2.00 pm, 2.00 pm to 10.00 pm and 10.00 pm to 6.00 am. **The security supervisor of the security**

**agency should be present to supervise the security work invariable between the shift from 6.00 am to 2.00 pm, 2.00 pm to 10.00 pm and 10.00 pm to 6.00 am.**

13. If any question or dispute arise between the parties hereto or their representatives with respect to the meaning or effect of any clauses of this agreement or about the rights of liabilities of the parties hereto, than such a question or dispute shall be referred to the arbitrator and such arbitrator shall be appointed by the One Part/First Party his award shall be governed by the provisions of the Arbitration & Conciliation Act 1996 for the time being in force in Indian Union and shall be binding on both the parties hereto.
14. Notwithstanding anything contained in clause 13 it is expressly agreed and understood that the One Part at its sole discretion will terminate the agreement in case of following contingencies:
- a) If the security agency fails to execute the work entrusted to the satisfaction of the One Part of which the One Part/First Party shall be the sole judge.
  - b) If the security agency fails to discharge their legal obligations towards the employees security personnel's employed at One Part/First party premises.
  - c) If for any reason whatsoever, the security agency is not able to perform their part under this agreement for continuous period of ten days or more.
  - d) If the security agency commits breach of any of the clauses of the agreement.
  - e) If the One Part/First Party is required to pay any damages and/or compensation and/or any payment to their customers/visitors on account of any negligent action and/or misbehavior on part of the security agency.
  - f) If the security agency is unable to give proper account of tools, equipments etc. entrusted to them for their custody and fail to return when demanded for the execution of work under this agreement.
  - g) The security agency shall inform the One Part/First Party immediately of their having been granted the approval by the Government of India to operate as Private Security Agency under regulation of Employment and Welfare Act 1981. The security agency shall obtain the license under section 12 of the contract labour (Regulation & Abolition) Act 1970 form the Competent Authority and shall also keep them registered with any other concerned authority as required by any other law. During the currency of agreement security agency shall have license under section 12 of the Contract Labour (R & A) Act 1970. In default of these agreement will be liable to be terminated.
  - h) The One part/First Party will not be made liable to answer any officials under security Funds board. It shall be the sole responsibility of the security agency to satisfy any of the officials of the Security Guards Board.
  - i) Under no circumstances, the One Part/First Party shall be made liable or additional monetary involvement than what has been mutually agreed.

**PENALTY CLAUSE:**

- i) The Security Supervisors and Security guards on duty must possess cap, proper uniform, lathi, whistle, torchlight, name badge, shoes and identity card etc.
- ii) No Security Supervisors/Security guards perform double duty, in case if they are found performing double duty or remain absent from the duty a penalty of double the wages shall be recovered from the security bill.
- iii) A daily list of Security Supervisor and Security Guards on duty should be provided to this office.
- iv) A detailed list of Security Supervisor and Security Guards alongwith their photographs attested by the agency including permanent address should be provided to the office for record before taking over the charges of security.

In case of any of the above contingencies, the One Part/First Party will have the right to terminate this agreement forthwith without notice and will not be liable to any damages and/or loss, which may be suffered by the Work Agency on account of termination of this agreement.

In WINTNESS, whereof, the parties herein to have set their respective hands on this day of

For and on behalf of  
Secretary, ICAR \_\_\_\_\_

For and on behalf of the Agency  
for providing Contractual Services

Signature  
Name & Designation and  
Stamp/seal

Signature  
Name with Designation

Witnesses:-

1. Signature Name/Address

2. Signature Name/Address

**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 ..... 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 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