

KRISHAK BHARATI COOPERATIVE LIMITED

GIDDERBAHA

TENDER

FOR

**HANDLING AND TRANSPORTATION
OF FERTILIZERS**

**LAST DATE/TIME FOR
RECEIPT OF TENDERS**

22.11.2018 /12.30 PM

AT

KRISHAK BHARATI COOPERATIVE LIMITED

**Punjab Bhawan, 3rd Floor,
SCO 52-53, Sector 34-A
Chandigarh – 160 022**

DATE/TIME FOR OPENING OF

TENDERS AT ABOVE ADDRESS: 22.11.2018 at 01.00 Noon

KRISHAK BHARATI COOPERATIVE LTD.
SMO- PUNJAB STATE

INSTRUCTIONS TO TENDERERS

1.0 The contract involves handling and transportation of KRIBHCO fertilizers at railheads in the **State of Punjab**. The work includes clearing, handling and forwarding of fertilizer bags of 50 kg. / 45 kg. weight in HDPE/Jute bags received through block rakes at various railheads, handling at warehouses and subsequent transportation to cooperative retail points/feeder godowns, if required as given under scope of work (clause of terms and conditions enclosed).

1.1 SIGNING OF DOCUMENTS :

The terms and conditions should be signed & stamped on each page in duplicate by tenderers or their authorized representative and copy should be submitted to KRIBHCO. The quotations of those tenderers who do not accept these terms and conditions unconditionally will not be considered.

1.2 Person or persons signing the terms and conditions shall state in what capacity he or they are signing the tender, e.g. as sole proprietor/partner of a firm, as Secretary/Manager/Director etc. of a private/public company or President/Secretary/Member of truck operator Union.

1.3 In case of partnership firms, the names of all the partners should be disclosed and the terms and conditions should be signed by all the partners or their constitute attorney having authority to bind all the partners in all the matters pertaining to the contract including the arbitration clause.

In case of private limited company the names of all the directors shall be mentioned and it shall be certified that the person signing the terms and conditions is empowered to do so on behalf of the company.

In case of the Hindu Undivided Family, the names of the family members should be disclosed and the Karta who can bind the firm should sign for the firm and indicate his status below his signatures.

1.4 In case of Truck Operators Union/Transport Coop; the names of the executive body shall be disclosed and it shall be certified that the person signing the terms and conditions are empowered to do so on behalf of the Truck Operators Union/Transport Cooperative.

- 1.5 The persons signing the terms and conditions or any documents forming part thereof on behalf of another or on behalf of a firm shall be responsible to produce a proper power of attorney duly executed in his favor stating that he has authority to bind such other person or the firms as the case may be in all matters pertaining to the contract including the arbitration clause.

Quotations are to be submitted in a sealed cover/envelope addressed to **Chief State Manager/ Sr. State Manager/ State Manager Krishak Bharati Cooperative Ltd., SCO 52-53, 3rd Floor, Sector 34-A, Chandigarh-160 022** super scribed as tender for H&T work at **GIDDERBAHA** Railhead to reach the above office before **12.30 hrs on 22.11.2018**. The quotations should be accompanied with a demand draft of **Rs.25, 000/- only (Rupees Twenty Five Thousand only)** as earnest money drawn on any nationalized/ scheduled/ Cooperative bank in favor of **Krishak Bharati Cooperative Limited** payable at **CHANDIGARH**. Quotations submitted without required EMD in the prescribed form shall be summarily rejected. The tenderers who are already working for KRIBHCO shall also submit the required EMD even if their payments are pending with KRIBHCO on any account whatsoever.

2.0 OPENING AND ACCEPTANCE OF QUOTATIONS:

- 2.1 KRIBHCO reserves the right to accept or reject any or all the quotations in full or in part without assigning any reason. KRIBHCO is not bound to accept the lowest or any other tender. KRIBHCO also reserves the right to bifurcate the work between two or more contractors and it shall not be binding on KRIBHCO to award work to the successful bidders for all the items mentioned in the schedule of rates. In other words local H&T work may be awarded to **CWC/SWC etc.** whereas transportation work to other contractor as KRIBHCO may deem fit, at its sole discretion.
- 2.2 Quotations not conforming to the instruction as per the tender documents are liable to be rejected at the sole discretion of KRIBHCO.
- 2.3 Quotations will be opened at **01.00 noon hrs on 22.11.2018** in the presence of representatives of tenderers duly authorised for negotiation, if required.

GENERAL TERMS AND CONDITIONS **OF THE CONTRACT**

For Handling and Transportation of KRIBHCO fertilizer at different rail head/warehouses/retail cooperative depots.

1.0 DEFINITIONS:

- 1.1 'KRIBHCO' shall mean KRISHAK BHARATI COOPERATIVE LTD.
- 1.2 'MATERIAL' shall mean **KRIBHCO/KSFL/OMIFCO Urea/DAP/MOP/NPS** or any other product of KRIBHCO.
- 1.3 'CONTRACT' shall mean the contract arising out of the acceptance of tender by KRIBHCO for the aforesaid work.
- 1.4 'CONTRACTOR' shall mean the successful tenderer whose tender KRIBHCO accepts for aforesaid work.
- 1.5 'TONNE' shall mean metric tonne equal to one thousand kilogrammes.
- 1.6 'KM' shall mean kilometer equal to one thousand meters.
- 2.0 The contract shall come in force on the date on which KRIBHCO accepts tender of the contractor by letter or any other means which is convenient to KRIBHCO. The tender submitted by the tenderer shall be valid for acceptance by KRIBHCO for 3 months from the date of opening of tender. In case, the bidder refuses to perform the job on the rates quoted by him or increases the rates within three months from the opening date of tender, his EMD shall be liable to be forfeited at the sole discretion of KRIBHCO. Further, the tenderer shall be "put on holiday" for a period of two years and shall be liable to any other action as deemed fit by KRIBHCO.
- 3.0 Notwithstanding anything to the contrary contained in the tender of the contractors, the contract shall be governed entirely by the terms and conditions herein stipulated.

4.0 PERIOD OF CONTRACT

The period of contract shall be for **two** years only. However, this contract can be extended for a period of maximum twelve months on the same rates, terms and conditions with mutual consent of both the parties.

5.0 SCOPE OF WORK

5.1 The entire process shall involve taking delivery of the material from railways, stacking at platform and de-stacking at platform, unloading of wagons within specified free time allowed by the railways, loading into trucks at railhead, transportation to any place as per KRIBHCO's direction, unloading & stacking at warehouse and de-stacking and loading into trucks as per carrying capacity of truck at warehouse for onward transportation to another warehouse/cooperative sale point as designated by KRIBHCO from time to time within the State and unloading and stacking at destination.

5.2 The quantities indicated are estimated and can vary **to any extent**. Further, KRIBHCO shall have the right to award the contract to one or more contractors, at its own discretion.

6.0 FLOW OF WORK

6.1 Rakes will be despatched from Hazira (Gujarat) or from any other loading point to different stations. The material will be received at rake points in sealed closed wagons/open wagons in a rake load. Approximate tonnage in each rake may range between **900 MT to 4000 MT**.

6.2 The supply/entrustment of the total quantity of work estimated to be handled by the contractor cannot be guaranteed and there will be no obligation on the part of KRIBHCO to entrust any particular quantum of work and this cannot be made subject matter of any claim or litigation at any time.

6.3 The material stored in the warehouse is required to be despatched to different cooperative societies/sale points and other warehouses at short notice. The instructions for despatch of material shall be conveyed by KRIBHCO- GM (M)/ DGM(M)/ Chief State Manager/Sr. State Marketing Manager/Area Manager/Field Representative of the State concerned to the contractor and he shall arrange handling and transportation of the material from railhead/warehouse most expeditiously.

6.4 Octroi charges, if any, for outstation despatches shall be paid at destination by H&T contractor, which should be claimed by him alongwith H&T bills. At places, where Octroi check post is there, KRIBHCO Field Representative / Marketing Officer will specifically verify for that place/station while forwarding H&T bills for payment.

7.0 It shall be the responsibility of the contractor to keep readily available as many trucks as may be required and to transport the material entrusted to him in vehicles conforming to all the Govt. regulations and licensed fully on that behalf. In case of failure on the part of the contractor to provide sufficient number of vehicles, KRIBHCO shall be at liberty to obtain the necessary transport from any other source and recover extra cost, if any, thereof from the contractor.

- 8.0 The contractor shall take all diligent steps to ensure that the material while in transit and during handling time is not damaged due to conditions of weather. The penalty in respect of bags which are delivered short, torn, cut, wet or in damaged condition or not delivered within the reasonable time, shall be recovered from the outstanding bills of the contractor or from the security deposit without any reference to the contractor, as per the following terms:-
- i) If there is no loss of KRIBHCO Urea, the cost of bags @ Rs.25/-per bag will be deducted.
 - ii) If there is loss of KRIBHCO Urea, the deduction will be made for the short quantity at 125% of value of material (i.e. cost of production + freight).
 - iii) In case of imported decontrolled fertilizers and imported Urea, penalty for shortages/damage to material shall be at 125% of value of material (i.e. CIF value + custom duty + marine insurance (or) FOB value + ocean freight + custom duty + marine insurance).
- 9.0 The contractor shall from time the materials are loaded in his truck till they are delivered at the specified destination, be completely and solely responsible for the material against damage, shortage, deterioration, loss, pilferage etc. occurring for any reasons whatsoever. The contractor shall keep KRIBHCO fully indemnified in this behalf and the penalty calculated as per clause- 8.0 above in respect of any damage, shortage, loss, deterioration or pilferage shall be recovered in full from outstanding bills or security deposit paid by him without prejudice to any other remedy in law. Any such amount payable by the contractor that is in excess of security deposit shall be paid by the contractor within seven days.
- 10.0 Transit insurance will be arranged by the contractor and no reimbursement shall be made by KRIBHCO on this account.
- 11.0 The contractor shall have to work round the clock on all seven (7) days of a week, for handling and transportation within the specified time
- 12.0 **RATE FOR THE WORK**
- 12.1 The rates are to be quoted as specified in the tender document vide ANNEXURE 'A'.

- 12.2 If the amount of transportation charges per MT calculated for the lowest distance in a particular slab is less than the transportation charges per MT calculated for any destination in the preceding distance slab, then for those destinations the transportation charges per MT will be restricted to the lowest distance of the succeeding slab:

Example- I

Let transportation rate for the slab 51-75 kms.	=Rs.1/MT/Km
Transportation charges per MT for 51 kms.	=51x1=Rs.51.00
Let the transportation rate for the slab 26-50 kms.	=Rs.1.45/MT/km
Transportation charges per MT for 45 kms.	=45x1.45=Rs.65.25

In the above case, as the transportation charges per MT for 51 kms. is lower than the charges for 45 km, the transportation charges for the destination at 45 km. shall be paid @ Rs.51/- per MT being the charges applicable for 51 km.

Example- II

Let transportation rate for the slab 76-100 kms.	=Rs.0.70/MT/Km
Transportation charges per MT for 76 kms.	=76x0.70=Rs.53.20
Let the transportation rate for the slab 26-50 kms.	=Rs.1.45/MT/km
Transportation charges per MT for 45 kms.	=45x1.45=Rs.65.25

In the above case, as the transportation charges per MT for 76 kms. is Rs.53.20PMT which is lower than the charges for 45 km. the transportation charges for the destination at 45 km. shall be paid @ Rs.53.20 per MT being the charges applicable for 76 km.

- 12.3 The rates quoted by the tenderer shall be firm for period of two year and for the extended period if any, and shall not be liable for enhancement by reasons of increase in price of lubricating oil, tyres, spare parts, increase in wages or operational cost or any taxes or any other reason whatsoever.

12.4 **FIRM RATES**

No escalation, whatsoever, shall be admissible on rates during the currency of the contract including extended period, if any, and the quoted rates shall remain firm. Only the increase/decrease in price of high speed diesel as on the date of opening of the price bid and as on the date of lifting the material by the transporter at loading point, shall however, be considered. The increase/decrease in HSD rate will be adjusted for the various distances covered taking into account diesel consumption of one liter for every 4 kms. distance for a standard truck of 10 MT capacity.

12.5 The rates quoted by the bidders are firm during the contract period except impact of diesel price variation in transportation rates. In case diesel rates **increase/decrease by 5% on cumulative basis**, from the tender opening date or from the last date of revision in diesel prices, only than the impact of diesel price variation will be considered for calculation of revised transportation rate as per existing formula.

i) Revised Transportation = Existing rate + Increase/decrease rate rate
PMT/KM - $\frac{\text{in diesel price}}{4 \times 10}$

ii) In case where Transportation rates are on per tonnes (Lump sum) basis following formula shall be adopted :-

$$\text{Revised rate of Transportation} = \text{Existing rate} + \frac{\text{Actual Distance moved} \times \text{Increase/decrease in diesel price}}{4 \times 10}$$

13.0 **SECURITY DEPOSIT**

13.1 (a) Every quotation shall be accompanied with an earnest money deposit of **Rs.25, 000/- only (Rupees Twenty Five Thousand only)** in the form of a crossed demand draft drawn on Nationalized/Scheduled/Cooperative Bank in favour of **Krishak Bharati Cooperative Limited** payable at **CHANDIGARH**. Quotation submitted without EMD shall be rejected summarily.

(b) The successful tenderers will have to submit security deposit for amount equivalent to 5% of the contract value within seven (7) days of the receipt of e-mail/Fax/letter of acceptance of tender.

The earnest money deposited by the successful tenderers will be adjusted towards security deposit and only balance security deposit will have to be paid by the successful tenderers by a crossed demand draft in favour of Krishak Bharati Cooperative Ltd. payable at place of respective SMO headquarter. The Security Deposit can also be submitted in the form of Bank Guarantee from any Nationalized Bank/Scheduled Bank and the same to be as per prescribed format of KRIBHCO. In case of Bank Guarantee, the guarantee will be valid till contract period with a claim period of further six months. In case of enhancement of contractual quantity during the original contract period, the contractor should furnish security deposit for 5% on additional contract value. However, in case of extension of contract period on the same rates, terms & conditions, contractor has to extend the validity of existing bank guarantee furnished for 5% of the contract value of original contract period valid till the extended period plus claim period of further six months.

13.2 The Security Deposit will be refunded to the contractor 3 months after satisfactory completion and faithful performance of the contract and recovery of outstanding dues, if any. No interest is payable on such deposits and any dues outstanding against the contractor shall also be recoverable out of the security deposit.

13.3 The contractor shall have no claim for any interest with respect to any delay in payment of his interim or final bills or refund of security deposit/EMD or in respect of amounts, which may be in KRIBHCO's hands owing to any dispute between KRIBHCO and the contractor.

14.0 **TERMS OF PAYMENT**

14.1 The contractor will prepare his bills in triplicate in respect of work done as per the rates quoted by him and accepted by KRIBHCO and will submit the same to the concerned FR of KRIBHCO, who after verifying the bills shall pass on the same to concerned Area Office for checking at Area Office level (keeping in view the approved terms, rates and distance etc.) then the same shall be forwarded to State Manager of KRIBHCO for making the payment after due checking at the their level.

14.2 The payment will be made within seven days after the submission of the bills complete in all respects. However, if the payment for any reason is not made within the period mentioned above, it will not vitiate other terms of the contract nor will give any right to the contractor to suspend work under the contract or claim damage on account of delayed payment.

14.3 Income Tax at the prevailing rate on the gross amount billed shall be deducted from the bills as per the Income Tax Act.

14.4 The tenderer should specify clearly that his rates will be firm for a period of one year unless, otherwise stated in the terms and conditions.

14.5 KRIBHCO reserves the right to award parallel contract without giving any notice to the contractor or terminate this contract at any time, if the services of the Contractor are found unsatisfactory, or for any other reason whatsoever, as deemed fit by KRIBHCO, by giving 15 days notice.

14.6 KRIBHCO reserves the right to get the incomplete jobs done at the risk and cost of the contractor and any extra costs so incurred shall be recovered from the bills/security deposit of the contractor.

15.0 BREACH OF CONTRACT:

In case of breach of contract by the contractor of any terms and conditions arising from this tender, KRIBHCO shall be entitled to :

1. Forfeit the security deposit
2. Terminate the contract
3. To have the contract works executed through others and recover the cost/loss caused thereby from the contract.
4. **To put the contractor on “Holiday List” for a period of two years.**

16.0 INDEMNITY

KRIBHCO shall not be liable for any action direct or indirect that may be instituted against the contractor by any person or persons in relation to the transport or handling of material under this tender or any contract arising therefrom or any consequent liability and the contractor shall keep KRIBHCO fully indemnified on that behalf.

17.0 DOCUMENTATION

The contractor shall comply with all documentation and procedural formalities as instructed by KRIBHCO from time to time with respect to proceeding to specified destination entering the warehouse or railway yards etc. The contractor is liable to pay damages to KRIBHCO arising out of any failure on the part of himself or his staff to comply with all statutory regulations pertaining to product movement with particular reference to Central or State Sales Tax Act and Rules and Fertilizer Control order, 1957.

18.0 ASSIGNMENT OR TRANSFER

Contractor shall not sublet, transfer or assign the contract or any part thereof to any other party without prior approval of KRIBHCO in writing.

19.0 ARBITRATION

All disputes arising out of this tender or on the contract or concerning in any matter whatsoever arising therefrom shall be referred for the decision to a person nominated by the Managing Director of KRIBHCO who shall act as the sole arbitrator and his decision shall be final and binding on both the parties.

Subject as aforesaid, the provision of the Indian Arbitration and Conciliation Act 1996 shall apply to all proceedings under this clause.

20.0 GOVERNMENT LAW OR JURISDICTION

All actions at law out of or suits arising out of in connection with the contract or the subject matter thereof shall be instituted in a court of competent jurisdiction in New Delhi.

21.0 **KRIBHCO's** interpretation or decision in this regard to all or any of the terms and conditions thereof or any matter arising hereunder will be final and binding on the contractor.

22.0 ESCALATION AND OTHER CLAUSE:

The rates quoted by the contractor for services to be rendered in terms of this agreement as agreed upon between KRIBHCO and the contractor will be firm and will not be subject to any escalation whatsoever unless otherwise stated in the terms and conditions.

22.1 The rates as agreed upon will be all inclusive and would include comprehensive insurance charges of the vehicles and all Govt. charges such as road tax, tax, if any on inter/state movement of trucks, etc. and no increase in rates would be permissible in the event of increase in such charges whether statutory or not.

23.0 INCREASE IN SCOPE OF WORK/NEW ITEMS

In the event of contractor performing any job which according to the contractor is not covered under the rates quoted, then the contractor should get this confirmed including the charges from KRIBHCO before performing such jobs as far as possible.

24.0 On written instruction from KRIBHCO the contractor shall perform any additional jobs in connection with work. The contractor will have the right to represent in writing within 14 days in case of any extra claim for such services. If no such representation in writing is received within the said period, the contractor's right to claim for extra job performed will be deemed to have been waived. The decision of KRIBHCO whether such additional work is covered under the existing work' obligation of the contractor or not shall be final, conclusive and binding on the parties.

25.0 GENERAL CLAUSE

Items of work not covered in this document will be mutually discussed. The decision of KRIBHCO will be final, conclusive and binding on the contractor.

26.0 FORCE MAJEURE

The terms and conditions hereof shall be subject to force majeure. Neither KRIBHCO nor the contractor shall be considered in default in the performance of their respective obligations hereinabove if any performance is prevented or delayed because of any act of Govt., War, Hostilities, Revolution, Civil Commotion, Official strike, Epidemic, Accident or Fire or because of Law and Order, Proclamation, Regulation or Ordinance of any Govt. or any Sub-division thereof or local authority. The contractor shall be entitled to the benefit of this clause only if he informs of the circumstances amounting to force majeure to KRIBHCO within 40 hours of the happening thereof by Fax/e.mail immediately followed by a confirmatory letter sent by Regd. Post Acknowledgement due. In the event of the contractor pleading any ground as constituting force majeure, the opinion of the management of KRIBHCO on this behalf alone shall prevail and if in the opinion of the management, the grounds pleaded by the contractor do not constitute force majeure then the contractor shall not be entitled to plead the same and or claim any relief under this clause.

27.0 CONTRACTOR TO EXECUTE AGREEMENT

- 27.1 All the pages of NIT and Annexure shall be signed & stamped by the contractor as a token of acceptance of NIT terms and conditions by the contractor.
- 27.2 The tenderer shall have to give an undertaking in writing alongwith the tender that all the conditions of NIT are acceptable to him without any reservation.
- 27.3 The contractor's responsibilities under this contract will commence from the date of issue of the letter of intent or order letter accepting the tender. The contractor would be required to commence work immediately after receipt of LOI/WORK ORDER and payment of security deposit and commence work within a period of 7 days. The successful tenderer shall be required to execute an agreement in prescribed Proforma within 7 days from the date of receipt of the LOI/Letter of Acceptance by him for carrying out the work according to the general conditions of the contract and specifications of work and materials as may be given in the tender document and special conditions of the contract. The agreement to be executed will be in agreement form of works to be issued by KRIBHCO. A copy of such contract document is available at KRIBHCO State Marketing Office which may be perused by the tenderers before quoting their rates. The provisions contained in the tender papers and documents exchanged between the tenderer and KRIBHCO shall form part of the contract.

Signature of Tenderer _____

Name of the tenderer (Address) _____

Place: _____

Date : _____

SCHEDULE OF RATES FOR H&T WORK AT GIDDERBAHA RAKE POINTEstimated quantity to be handled AT THIS Rake Point **18000** MT**PRICE BID**

S. No.	Operation	Rate/(Rs/MT)
1.	Clearing of material at railhead, liaison with Railways, unloading from rakes, stacking at railway platform, de-stacking at railway platform and loading into trucks.	
	1. Open Wagons	
	2. Closed Wagons	
	3. Wagons containing quantity above 3100MT	
2.	Transportation to any place within a radius of	
	a. 0-7 kms.	
	b. 8-15 kms.	
	Of the railhead/warehouse.	
3.	Unloading from trucks and stacking at warehouse	
4.	De-stacking at warehouse and loading into trucks at warehouse	
5.	Standardization of cut and torn bags (for actual number of bags standardized)	
6.	Transportation	Rate/MT/Km/(Rs)
	<u>Distance slabs(km)</u>	
	16-25	
	26-50	
	51-75	
	76-100	
	101-125	
	126-150	
	151-200	
	201-250	

The transportation rate will be for the total distance on the basis of slab in which a destination falls i.e. on direct slab basis and not on Income Tax slab basis; subject to note No.2 given below:

1. The bidder accepts unconditionally all the terms and conditions of tender documents and also the following formula for calculation of transportation charges as given in Clause 12.2 of tender enquiry.
2. If the amount of transportation charges per MT calculated for the lowest distance in a particular slab is less than the transportation charges per MT calculated for any destination in the preceding distance slab, then for those destinations the transportation charges per MT will be restricted to the lowest distance of the succeeding slabs.
3. **The quoted rates for handling i.e. Rake handling, Unloading at Warehouse and Loading at Warehouse should be exclusive of GST and after depositing GST to the concerned authority, the same shall be reimbursed to the contractor.**
4. **The bidders should quote their transportation rates exclusive of GST, since it will be the responsibility of KRIBHCO to pay GST on transportation.**

Signature & Seal of Tenderer

for KRIBHCO

Proposed Movement from Gidderbaha Rail head for the year 2018-20					
S.NO	Destination	Kms	Proposed Movement Plan		
			From Rake	From W/H	Total
1	EX	0	8000	1000	9000
2	Gidderbaha	3	4000		4000
3	CASSKotbhai	4	500	250	750
4	CASS Fakarsar	13	600	400	1000
5	CASS Lambi	17	470	200	670
6	CASS Sukhna Albu	19	450	300	750
7	CASS Khunna Khurd	20	625	200	825
8	CASS Doda	24	350	225	575
9	CASS Mallan	28	475	325	800
10	CASS Kauni	30	450	150	600
11	CASS Kallian Wali	34	525	250	775
12	CASSGauri Shanka	36	450	200	650
13	CASS Assa Butter	36	575	300	875
14	CASS Urang	41	530	200	730
	Total		18000	4000	22000

KRIBHCO-Punjab

List of technical documents to be submitted with tender documents which would form a basis for opening of the price bid.

1. Experience Certificate for handling and transportation of Fertilizers and/or other bulk commodities.
2. Income-tax returns for last three years and Photo copy of PAN Number and turnover for one year latest./ GST NO
3. Applicants may furnish a reference letter from the bank indicating name of the person/ party, nature of account, account number, date of opening of A/c with the bank, financial viability of the person/party and dealing with the bank.
4. Attested copy of Registration of the firm-Partnership Deed/Memorandum and articles of association in case of Partnership firm/Private Limited company.
5. List of trucks owned/associated.
6. An affidavit on non-judicial paper of Rs. 15/- duly attested by Notary stating:

That party/their associates/sister concerns etc. has not been banned, black listed, delisted or put on holiday by any Financial institutional/Govt./Govt. Deptt., Court for participating in the tender.

No other firm/sister concerns/associates belonging to the same group Is participating/submitting the tender for the job. The concealment of any fact shall debar the party for all future dealing with society

AFFIDAVIT ON A STAMP PAPER OF RS 15/- DULY NOTORISED

I _____ M/s _____ do hereby solemnly affirm and declare as under.

1. That I am the sole proprietor of M/s _____
2. That ours is partnership firm having partners as under.
 - a)
 - b)
 - c)

(Delete from s. no 1 or 2 which is not applicable while typing affidavit if partnership firm partnership deed is to be enclosed, All the partnership should sign the affidavit or the person authorized by the partners can sign with authority letter from the partners)

3. That I certify that there is no sister concern of M/s _____ or the name of sister concern of our firm _____ are as under (delete which over is not applicable.
4. That party /their associates /sister concerns etc has not been banned , black listed, delisted or put on holidays by any Financial institutional .Govt/Govt Deptt, court for participating in the tender.
5. No other firm/ sister concerns/associates belonging to the same group is participating /submitting the tender for the job.

DEPONENT

Verification

Verified that the contents of my above affidavit are true to the best of my knowledge and belief and nothing has been concealed there from.

Place:

Date:

DEPONENT

FORMAT FOR PERFORMANCE GUARANTEE

Note: To be executed on a non-judicial paper of appropriate value

THIS GUARANTEE made on this _____ day of _____ (month) 20__ (Year)
on _____ Bank (address)

_____ (hereinafter called the Bank) which expression shall unless repugnant to the meaning thereof include its successors on one part and KRISHAK BHARATI COOPERATIVE LIMITED, a multiunit Cooperative Society incorporated under the provisions of the Delhi Cooperative Societies (Act No. 35 of 1972) and having its Registered Office at 'A-60, Kailash Colony, New Delhi-110048 (hereinafter called the Owner which expression shall include the successors and assignees), on the other part.

WHEREAS the Owner has placed a Work Order with _____ M/s
_____ (hereinafter called the Handling Agent) having its Registered Office at _____ for _____ (hereinafter called the work) at the total cost of _____ Rs. _____ (Rupees _____ only).

AND WHEREAS it is one of the terms of the said Contract that the Handling Agent shall furnish to the Owner a Guarantee of a Bank which shall be for 5% of the value of the order and shall be valid for the entire work covered by the said contract and the entire period of defect liability in respect of the said work.

WHEREAS the Bank has, at the request of the Vendor, agreed to give in favor of the Owner a Guarantee in manner hereinafter, appearing, which the Owner has agreed to accept.

THIS DEED WITNESSETH AS follows:

1. In pursuance of the said agreement and in consideration of the promises, the Bank hereby guarantees to the Owner due observance and fulfillment by Handling Agent of the terms of the said Contract relating to the said work and of the performance warranty which is a part of the said contract and agrees and undertakes that if the Handling Agent fails to observe and fulfill the said terms of the said Contract and/or the performance warranty, then the Bank shall immediately pay to the Owner on demand such sum or, sums of money to the extent of Rs. _____ (Rupees _____ only) being (five) ____% of the value of the said order on account of losses and damages suffered by the Owner as may be claimed by the Owner by reason of such non-observance and non-fulfillment by the Handling Agent as aforesaid and shall also indemnify the Owner against all losses and damages suffered by the Owner as aforesaid and against all costs in connection herewith and against all costs, charges, expenses which may be incurred by the owner in connection herewith. The Bank shall pay the said amount without demur or protest or without recourse to the Handling Agent. Any such demand placed on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.
2. This guarantee is a continuing guarantee and not revocable except with the previous written consent of the Owner and save as aforesaid it will continue in force until the

Handling Agent has maintained the schedule of delivery of the said work under the said contract and observed and fulfilled the said performance warranty and all other terms and conditions of the said Contract. The guarantee is valid upto _____.

3. The Owner may, without affecting Bank's liabilities and obligations hereunder, grant time or other indulgence to or compound with the Handling Agent or enter into any agreement or agree to forebear to enforce any of the terms and conditions of the said Contract against the Handling Agent or agree to vary any of the terms and conditions of the said Contract.
4. This guarantee shall not be affected by any change in the constitutions of the Owner by absorption with any other body or corporation or otherwise and this guarantee will be available/or enforceable by such body or corporation.
5. All compositions and payments received by the Owner from or on behalf of the Handling Agent shall be regarded as payments is gross and in the event of the Handling Agent being wound-up, the Owner will be entitled to prove against the properties of the Handling Agent in respect of the whole of the Handling Agent's indebtedness to the Owner, without any right on the part of the Bank to stand in Owner's place in respect of or to claim the benefits of such composition and payment or any security held by the Owner until the Owner shall have received the full amount of the claims against the Handling Agent.
6. In order to give effect to this guarantee the Owner will be entitled to act as if the Bank were the principal debtor and the Bank hereby waives all and any of its rights or suretyship.
7. This guarantee shall continue to be in force notwithstanding the discharge of the Handling Agent by operation of law and shall cease only on payment of the full amount by the Bank to the Owner of the amount hereby secured and on the claim of the Owner against the Handling Agent in respect of the said Contract being satisfied. However, the guarantee s valid upto _____.
8. This guarantee shall be in addition to and not in substitution for any other guarantee or security for the Handling Agent given or to be given to the Owner in respect of the said Contract by the Bank (whether alone or jointly with others).
9. Unless demand or claim under the guarantee is made within six months from the date of expiry of this guarantee, all the rights of the Owner hereunder shall be forfeited and the Bank shall be relieved and discharged of all liabilities hereunder.
10. These present shall be governed by and construed in accordance with Indian law.
11. Subject to clause 2 hereof this guarantee remain enforce upto last date of contract period and claim period shall be six months thereafter.
12. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank addressed as aforesaid and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such

notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Owner that the envelope was so posted shall be conclusive.

13. Notwithstanding anything contained hereinbefore, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only) and it will remain in force till _____. Unless a claim or demand in writing is made with us under this guarantee on or before _____ all your rights under the said guarantee shall be forfeited and we shall be relieved of liabilities there under:
14. The Bank declares that it has the power to issue the guarantee under Regulations 1959 and the undersigned has full powers to do so on behalf of the Bank.

Signature of the issuing authority with Seal.

For _____ Bank

Corporate Seal