

**TENDER
FOR
MANPOWER SUPPLY WORK FOR KRIBHCO
KRIBHCO BHAWAN
SECTOR - 01,
NOIDA - 201 301**

Date:

TENDER SUBMITTED BY

NAME _____

ADDRESS _____

NOTE:

The tender shall be submitted by the tenderers in three separate envelopes (sealed) containing the following:

- 1. ENVELOP - 1 containing EMD of Rs. 1,39,500.00 (Rs. One Lakh Thirty Nine Thousand Five Hundred only) in the form of Bank Draft/Bankers Cheque by nationalized/scheduled bank in favour of Krishak Bharati Cooperative Limited.**

OR

EMD amount of Rs. 1,39,500/- (Rupees One Lakh Thirty Nine Thousand Five Hundred only) through NEFT/RTGS transfer may also be accepted on verification of transaction reference details submitted by the payer from Society's bank. KRIBHCO bank details are as below:

NAME OF BANK	TYPE OF ACCOUNT	ACCOUNT NO.	IFSC CODE
Indian Overseas Bank	CA	17250200000001	IOBA0001725

- 2. ENVELOP - 2 containing commercial bid (Un-priced) and one set of NIT duly signed, stamped on each page.**
- 3. ENVELOP - 3 containing Price Bid on the prescribed Performa for schedule of rates (Annexure-III).**

(A) Envelope - I

- (i) Containing EMD of Rs.1,39,500.00 in favour of Krishak Bharti Cooperative Ltd. as per clause 1.3 of General instructions to tenderers.

OR

Proof of RTGS/NEFT transection details of EMD amount deposited to KRIBHCO's Bank account

(B) Envelope – II

- (ii) Unconditional acceptance of all technical and commercial terms & Conditions including un-priced bid as per Annexure-I & II. For this you are requested to return signed copy of the same. Organizational set up. Annual turnover during last three years (min. Rs. 1.5 crore each year Audited annual account for the last Three years i.e., 2021-22, 2022-2023, 2023-24. List of similar works executed during last three years and in hand. Indicating value of each work, period of execution, clients' testimonials etc. alongwith performance certificate from the clients for the same. Submit a copy of work order for the subject work for a value not less than Rs. 1.5 crore in one year for each LOI/Work Order separately and their Performance certificate. PF, ESI, PAN & GST Nos. with documentary evidence. List of technical/supervisory personnel on permanent rolls of the firm with details of qualification and relevant experience etc.
- (iii) The contractor should furnish a declaration that they have Not Been banned or delisted by any Govt. Deptt./ Financial Institution/Court./PSU as per format given at format – **A**
- (iv) The contractor should furnish a declaration confirming that None of their close/distant relatives are working in KRIBHCO and in case any such persons are working, the details should be clearly indicated as per format given at Format - **B**

(C) Envelope – III

Price bid as per Annexure – III containing rates of the following

- (i) Monthly charges for supply of manpower with calculation breakup
- (ii) Overtime Rates.

Your bid addressed to the undersigned should be submitted at our office Kribhco Bhawan, Plot No. A-10, Sector-1 Noida on or before **06.04.2026** up to 12.30 P.M in the Office of Sh Kamaljeet, JGM (HR). The bid without required EMD, documents etc. as mentioned at different annexure shall not be opened. You are requested to make it convenient to attend the bid opening.

KRIBHCO reserves the right to accept or reject any/all bids without assigning any reason whatsoever.

Thanking you,

Yours faithfully,
For Krishak Bharati Cooperative Limited,

Kamal Jeet
JGM(HR)

CC: As above

NOTICE INVITING TENDER
GENERAL INSTRUCTIONS TO TENDERERS

Sealed Quotation is invited from financially sound, experienced parties for supply of Man power for **KRIBHCO** (KRISHAK BHARATI COOPERATIVE LIMITED), A-10, Sector – 01 NOIDA- 201 301. The sealed tenders, accompanied by the documents mentioned in the prescribed form of offer shall be received in the Office of JGM (HR), Head Office KRISHAK BHARATI COOPERATIVE LIMITED, A-10, Sector – 1, NOIDA- 201 301 (UP) upto 12.30 pm on 06.04.2026.

- 1.0** If the tender is submitted by an individual as a sole proprietor, it shall be signed with his full name and his complete address shall be given. If the tender is submitted by a Partnership firm, the same shall be signed by the partners indicating full name and address of each partner. A certified copy of the registered Partnership Deed shall be submitted alongwith the tender. In case the tender is submitted by or on behalf of a company incorporated under the Indian Company incorporated under the Indian Company Act (I of 1956), it shall be signed by its Managing Director or by his duly authorized representative in that behalf and shall bear the Official seal of the Company and shall be accompanied by a copy of its Memorandum and Articles of Association.
- 1.1** Tender is to be submitted in a Sealed Cover, superscripted Tender for Man power supply work at Kribhco Bhawan, A -10, Sector- 01, NOIDA – 201 301.
- 1.2** The tender form shall be filled in completely and all entries shall be made in hand and written in ink or typewritten. Any tender containing overwriting or erasure is liable to be rejected.
- 1.3** The EMD of Rs. **1,39,500/- (Rupees One Lakh Thirty Nine Thousand Five Hundred only)** in the form of Bank Draft/Bankers Cheque in favour of Krishak Bharati Cooperative Limited. The EMD of unsuccessful bidder will be returned after awarding of job and will not bear any interest. The demand draft should be by nationalized/scheduled bank.
- 1.4** No alteration made by the Tenderer in the instructions to Tenderers (which shall be the conditions of Contract), accompanying the notice of tender shall be recognized and if any such alterations are made or any special conditional are attached, the Tender shall be rejected being conditional.
- 1.5** Validity of Bid: Validity of the bid shall be for a period of **90** days from the date of opening of technical bid.
- 1.6** KRISHAK BHARATI COOPERATIVE LIMITED is interested in retaining the services of a Contractor who can assume complete and full responsibility for Supply of Man power work at KRIBHCO Bhawan by providing adequate personnel for the same.
- 1.7** The contractor shall ensure that the work force engaged by him while working in our premises in public places/common area in KRIBHCO Bhawan is declared as a 'NO SMOKING ZONE'. Contractor has to ensure the compliance with proper instructions to all the workers deployed in KRIBHCO. Noncompliance of instructions by contractors/his employees in this matter will be treated as default in service.

- 1.8** The contractor shall ensure proper performance, conduct and behavior of the work force engaged by him at the premises of KRIBHCO Bhawan and shall remove with immediate effect, the engagement of such person(s), who does/do not give satisfactory performance, conduct himself/themselves properly. The contractor shall be held responsible for any damage/loss to KRIBHCO caused due to the negligence of work force and shall compensate to KRIBHCO adequately against such losses which will be assessed and determined by KRIBHCO. Any loss on this account shall be recovered from the security deposit and/or RA bills of the contractor.
- 1.9** The Contractor shall maintain absolute secrecy with regard to all the matters relating the security of KRIBHCO and also all matters pertaining to KRIBHCO that come within the knowledge of the contractor by virtue of this contract. In the event of any breach of this provision, KRIBHCO shall be entitled to terminate the entire agreement forthwith without assigning any reason whatsoever and reserves the right to forfeit the Security Deposit.
- 1.10** (i) KRIBHCO shall have no responsibility/liability of whatsoever nature in respect of the work force engaged by the contractor under this contract.
- (ii) The Contractor shall comply with provisions of various labour laws enacted by the Central/State Govt. as amended time to time. All statutory requirements/obligations there under as may be applicable to the contract labour shall be adhered to by the contractor and any failure on his part on this account shall be the sole responsibility of the contractor.
- (iii) The contractor will abide by all rules, regulations, by-laws and statues, etc. imposed by the Govt. and other Local Authorities such as Municipality etc.
- (v) The contractor shall submit its copy of license No., if applicable, under the contract labour (Regulation & Abolition) Act, Provident Fund Establishment Code No., Employees, Pension Scheme A/c No. and ESI Code No.
- (v) The contractor shall make all deposits of statutory deductions from the monthly wages of his employees to the Govt. treasury and shall submit its proof alongwith the bills. He is also required to submit the copies of returns/statement to be furnished to PF/EPS/ESI authorities from time to time.
- (vi) While submitting monthly bills for payment, the contractor shall furnish a certificate alongwith documentary proof to the effect that all the statutory provisions have been complied with including the payment of minimum wages as per the Minimum Wages Act and deduction of PF and ESI (if applicable). He shall also undertake that in case of any labour unrest or dispute or claim arising at any time due to non-implementation of any law, rules or regulations for the period, the responsibility for the same shall solely by his and he shall remove/resolve the dispute satisfactorily at his cost and risk without any liability to KRIBHCO financial or otherwise.

(vii) The payment of wages/salaries/allowances/overtime etc. shall be subject to the minimum wage rates as per **Kribhco Circular /IOC Dated 11.07.2025 (Attached)** and UP minimum wage rate changed from time to time, whichever is higher. The payment shall be made by **7th day of every month** in the presence of KRIBHCO representatives who will certify the payments having been made to contractor's staff. If there is any increase or decrease in wages by KRIBHCO, that shall be applicable to the contract and contractor shall pay the said amount without change in contractor's profit.

(viii) The payment of wages shall be made directly by the contractor to his staff and not through the contractors or any other party or person. No amount shall be deducted from the wages of the workmen by way of commission of any nature, whatsoever.

(ix) Any financial liability on account of non-observance/non-compliance of any statutory requirements shall be the sole responsibility of the contractor.

(x) The contractor shall be responsible for maintenance of Registers/Records under various labour Laws and shall furnish them as and when required.

(xi) The contractor shall keep KRIBHCO indemnified against any claim/damages that may arise under the statutory labour provisions at any point of time during the currency of the contract or thereafter for the relevant period.

(xii) The contractor shall be entirely responsible for any miss-happening/accident to his worker while performing duty and shall have no claim/binding on KRIBHCO with respect to any compensation/monetary benefits, etc.

Evaluation Criteria for award of Contract.

The contract will be awarded on the total lowest evaluated landed cost (L-1 Basis) inclusive of all Taxes and duties etc.

1.1 Scope of work and job specification

1.1 Vendors are requested to visit the premises of KRIBHCO for better understanding of job and clarify all doubt before submitting the tender.

1.2 KRIBHCO reserves to itself the right to accept any tender in full or in part split the work in two or more parties.

1.3 No part of the work shall be sub-contracted either in whole or in part without the prior written permission of KRIBHCO, which permission shall normally not be given.

1.4 The rates quoted shall remain firm and fixed during the currency of the contract and shall not be liable to change due to variation in market price of labour or

material or due to any other reason whatsoever, except statutory provision of taxes which will be borne by KRIBHCO.

1.5 After acceptance of the work Order, contractor has to take up his job as per given schedule by KRIBHCO.

1.2 Period of the contract:

Initially the period of contract shall be 24 months (Two Year) w.e.f. **01.02.2026 to 31.01.2028** and if performance during that period founds satisfactory then contract shall be extended for further period of 12 months on mutual consent on same rate, terms, and conditions.

1.3 Terms and payment:

Full payment for work executed at the end of every month after deduction of TDS, work contract Tax and other statutory levies, penalty if any, bill will be payable within 15 days after receipt of bill duly recommended by the concerned Deptt. in the Finance & Account Department and on satisfactory execution of job.

1.4 Security Deposit in form of Performance Bank Guarantee:

You are required to submit security deposit i.e. **5%** of contract value in form of performance bank guarantee (Format for PBG is at Format-C). within 2 weeks of receipt of contract/work order. The security deposit will be retained by KRIBHCO till the end of warranty period with an additional claim period of 6 months. This amount of security deposit shall be forfeited in the event of your failure to fulfill any of the obligations. Unless so forfeited and subject to the provisions of the agreement it shall be refunded by KRIBHCO within one month after the expiry of the contract. Security Deposit shall not bear any interest.

1.5 Contractor's Staff

i) Contractor has to deploy following man power at site: -

• Receptionist/PS/ Drivers (Skilled) @20500.00	- 02+03+03= 08 No
• Attendant (Un- Skilled category) @17500.00	- 18 No
• Attendant (Un- Skilled category @19500.00	- 03 No
• Aaya/attendant (un-skilled category)@ 17500.00	- 01 No

Total Men power - 30 Nos.

ii) Working time for contractor's staff: -

All days from 09.00 AM to 05.30 PM

iii) The above timings are normal working hours for contractor's staff. If any overtime is payable to staff for over & above normal working hours, the same shall be paid by the contractor and it will be reimbursed by KRIBHCO.

iv) The working hours may be changed as per requirement.

Contractor will ensure to retain the same staff at site for better co-ordination & continuity of the work unless and otherwise so required and requested by KRIBHCO.

Further, contractor shall provide all statutory benefits to the persons employed by him and KRIBHCO will not have any liability whatsoever on this account. KRIBHCO will have the right to ask for documentary evidence in this regard as when required.

The contractor shall ensure that the personnel employed by him do not indulge in any undesirable activities, within or outside KRIBHCO premises, failing which the contractor shall be liable to make good to KRIBHCO any loss caused by their activities without prejudice to the right of KRIBHCO to terminate to contract without any liability on the part of KRIBHCO. Any loss on this account shall be recovered from the security deposit or/and R.A. bill of the Contractor.

The contractor will be solely responsible for compliance of all the statutory obligations like ESIC and GST etc. (including financial liabilities) as may be applicable. Before release monthly payment of RA bill contractor shall furnish a certificate with documentary evidence to the effect that all the statutory provisions have been complied with. The contractor also submits on monthly basis original PF contribution deposit challan alongwith list employees indicating the PF contribution amount against each name.

1.6 Statutory requirements:

- i) All statutory requirements/obligations under various laws as may be applicable to the contract labour from time to time will have to be adhered to by the contractor and any failure on his part on this account shall be the responsibility of the contractor.
- ii) The contractor will abide by rules, regulations, by-laws and statutes, etc. imposed by the UP Govt. and other local authorities such as Municipality, etc.
- iii) The contractor shall comply with provisions of the following labour laws of UP Govt. as amended time to time.
 - a) Minimum Wages Act.
 - b) Workman's Compensation Act.
 - c) Payment of Wages Act.
 - d) Payment of Bonus Act.**
 - e) Employees Provident Fund & Misc. Provisions Act.
 - f) Employees 'State Insurance Act.
 - g) Contractor Labour (Regulation & Abolition) Act
 - h) Industrial Disputes Act.
 - i) Payment of Gratuity Act.
 - j) Shop & Establishment Act.
 - k) Employee's Pension Scheme Act.
- (iv) The contractor shall submit its license No. as required under the contract labour (Regulation & Abolition) Act, Provident Fund A/c No. Employees' Pension scheme A/c No. and ESI A/c No. The contractor shall make all deposits of statutory deduction from the monthly wages of his employees to the Govt. treasury and shall submit alongwith the bills. He is also required to submit the copies of returns/statements to be furnished to PF/EPS/ESI authorities from time to time.
- (v) In case of labour unrest/disputes arising out of non-implementation of any law, the responsibility shall solely be with the contractor and shall remove/resolve the dispute satisfactorily at his cost and risk.
- (vi) The payment of wages/salaries/allowances/overtime etc. by the contractor to his staff shall be made by **7th** day of every month, in the presence of KRIBHCO representative who will certify the payments having been made to contractor's staff.

- (vii) The payment of wages shall be made directly by the contractor to his staff no amount shall be deducted from the wages of the workmen by way of commission of the contractor.
- (viii) Any financial liability on account of non-observance/non-compliance of any statutory requirements shall be responsibility of contractor.
- (ix) Contractor shall be solely responsible for payment of wages/salaries and allowances to his staff that might become applicable under any new act or order of the Govt., KRIBHCO shall have no liability whatsoever in this regard.
- (x) Contractor shall be solely responsible for record of attendance of his staff deputed to KRIBHCO Bhawan consequential deposit of Provident Fund/Statutory deduction, if any, for its staff working at KRIBHCO Bhawan NOIDA and the same will be submitted alongwith the bill. However, KRIBHCO shall have no liability whatsoever in this regard.
- (xi) No other person except contractor and his staff shall be allowed to enter KRIBHCO premises. Contractor's staff shall not entertain any outside or extend any service inside KRIBHCO Bhawan premises.
- (xii) Contractor will provide **proper uniform** for **Summer** (Shirt with Company Logo, Trouser, Shoes), **Winter** (Shirt with Company Logo, Trouser, Shoes, Jacket) **and ID Card** to all workers at KRIBHCO.

1.7 Penalty:

(a) In the event of failure to maintain the specified housekeeping work up to the desired standard, in part or full, the contractor is liable to be penalized as under justified.

(b) If KRIBHCO finds that the contractor is misusing the facilities provided by KRIBHCO for the maintenance for any other purpose not covered under the contract, KRIBHCO will be free to levy penalty which may extend up to Rs. 1000/- per event or actual amount for loss suffered.

(c) It shall be the responsibility of the contractor to get all licenses, legal clearances, if any from the local administration or any other authority, wherever necessary at their cost, before undertaking the specific jobs, if any penalty or fine is imposed, the same is to be borne by the contractor or same will be recovered from monthly bills incase paid by society.

1.8 No part of the work shall be sub-contracted either in whole or in part without prior written permission of KRIBHCO nor transfer shall be made by Power of Attorney authorizing them to receive payment on behalf of the contractor.

1.9 The rates quoted shall remain firm, inclusive of all taxes duties etc. fixed for the entire duration of the contract and shall not liable to variation due to any reason whatsoever. **However, any statutory hike of minimum wages of skilled, semiskilled/unskilled workers due to Govt. Notification shall be paid by KRIBHCO subject to payment & production of documentary evidence to that effect.** However, contractor's profit shall be unchanged during the contract period.

1.10 Owner not bound by personal representations:

- 1.1 The contractor shall not be entitled to any increase in the schedule of rates or any increase in the representation, explanation or statement or alleged representation, promise or guarantee given or alleged to have been given to him by any person during currency of contract.
- 1.2 It shall be the responsibility of the contractor to get all licenses, legal clearances, if any, from the local administration or any other authority, wherever necessary before undertaking the specific jobs. If any penalty or fine is imposed, the same is to be borne by the Contractor or may be recovered from RA bills/Security Deposit.

1.11 Liquidated Damages:

The tenderer shall comply with the time schedule given to him by KRIBHCO and in case of delay, KRIBHCO will levy damages of **1%** of the order value per week of delay or part thereof subject to maximum **5%** of the work order value and KRIBHCO may deduct such sums from any money due to the contractor or may recover it otherwise. In case contractor failed to provide required number of labours, the damages will be recovered at **double** the rate of wages for the duration of non-supply.

(a) Default:

In the event even of any default of Contractor to comply with any of the provisions or requirements hereof, KRIBHCO shall have the right to terminate and cancel work order with or without notice and without prejudice to any other rights elections, or remedies KRIBHCO may have and KRIBHCO shall be relieved from any further obligations to Contractor hereunder. In the event of such cancellation of work order. KRIBHCO shall be entitled to arrange for the procurement of equipment, materials and services from alternate suppliers at the risk and cost of the contractor. The waiver of one default shall not be considered an automatic waiver of any other default.

(b) Termination:

KRIBHCO reserves the right to terminate or cancel this order in whole or in part by written or telegraphic noticed to contractor at any time prior to complete the contract. If you will breach any terms of contract it amounts to be failure on the part of contractor and KRIBHCO will have full right to take the service of other agency at your risk and cost.

(c) Arbitration:

- (a) Any dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the provision of the Arbitration & Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties.
- (b) The performance under this contract shall not stop for any reasons whatsoever during the said dispute/proceedings, unless the contractor or supplier is specifically directed by owner/buyer to desist from working in this behalf.
- (c) The venue of arbitration shall be at New Delhi.
- (d) The language of proceedings shall be in English.
- (e) The law governing the substantive issues between the parties shall be the laws of India.

(d) Governing Law and Jurisdiction:

All actions at law or suits arising out of or in connection with this order or the subject matter thereof and whether as to condition or otherwise shall be instituted in a court of competent jurisdiction in Delhi.

(e) Force Majeure

The terms and conditions mentioned herein below shall be subject to the Force majeure which shall mean and be limited to the following.

- (a) Any war or hostilities
- (b) Any riot or civil commotion
- (c) Any earthquake, flood, tempest, Pandemic lighting or other natural physical disaster, impossibility of the use of any Railway, Port, Airport, disaster, services or other means of transport.
- (d) Any strike or lock-out (only those exceeding 10 continuous days in duration) affecting the performance of the Seller's/Purchaser's obligation.

(f) Special Conditions.

The status of the contractor as L-1 bidder shall be ensured keeping in view the final executed Bill of Quantity. All the valid tenders considered in evaluation at the time of award of work shall be re-evaluated at the respective quoted rate with a view to assess whether L-1 contractor's price of completed works continues to be the lowest. In case after such re-evaluation, final contract value is not the lowest, the contractor shall reimburse to owner the difference in the amount between the re-evaluated tender and the lowest tendered amount. This difference of amount shall be adjusted from their final bill.

Un-Price Bid

(A) Monthly Man power Rates

S. N	Particulars	Units	Total for one year				Amount for 02 Years (inclusive taxes)
			Monthly Rate per person (incl. PF, ESI, Bonus, uniform) (Rs.) (X)	GST @__% (Rs.) (Y)	Total Monthly amount Z= N * (X+Y)	Amount for 01 Years (inclusive taxes)	
1	Monthly Charges (As detailed at clause 1.6)	Total 30 Person (N)					
A.	Receptionist / PS (skilled)/ Driver @ 20500.00	02 + 03 +03 = 08					
B.	Attendant (Un-skilled) @17500.00	18					
C.	Attendant (Un-skilled) @19500.00	03					
D.	Aya/Attendant(Un-skilled) @17500.00	01					
E.	Over time rates per hour - Skilled	16 hrs for one month	Rate Per Hour with ESI				
F.	Over time rates per hour - Un-skilled	16 hrs for one month	Rate Per Hour with ESI				
2.	Service charges/Contractors Margin per month(in Rs)						
	Total						

Signature

Name of Party _____

Address _____

Mobile No _____

Price Bid

(B) Monthly Man power Rates

S. N	Particulars	Units	Total for one year				
			Monthly Rate per person (incl. PF, ESI, Bonus, uniform) (Rs.) (X)	GST @___% (Rs.) (Y)	Total Monthly amount Z= N * (X+Y)	Amount for 01 Years (inclusive taxes)	Amount for 02 Years (inclusive taxes)
1	Monthly Charges (As detailed at clause 1.6)	Total 30 Person (N)					
A.	Receptionist / PS (skilled)/ Driver @ 20500.00	02 + 03 +03 = 08					
B.	Attendant (Un-skilled) @17500.00	18					
C.	Attendant (Un-skilled) @19500.00	03					
D.	Aya/Attendant(Un-skilled) @17500.00	01					
E.	Over time rates per hour - Skilled	16 hrs for one month	Rate Per Hour with ESI				
F.	Over time rates per hour - Un-skilled	16 hrs for one month	Rate Per Hour with ESI				
2.	Service charges/Contractors Margin per month(in Rs)						
	Total						

Note:- **The price break up including tax details may be mentioned by the bidder.**

All should covered un-price bid

Signature

Name of Party _____

Address _____

Mobile No _____

Monthly breakup

Employee Category	<u>Basic</u>	<u>PF (13%)</u> (in Rs.)	<u>ESI (3.25%)</u> (in Rs.)	<u>Bonus (8.33%)</u> (in Rs.)	<u>Uniform</u>		<u>Total Monthly rate incl (Basic, PF, ESI, uniform, Bonus, Margin)</u> (in Rs.)
	(in Rs.)				<u>Summer</u> (in Rs.)	<u>Winter</u> (in Rs.)	
Skilled	20500	2665	666.25	1707.65			
Semi Skilled	19000	2470	617.5	1582.7			
Un Skilled	17500	2275	568.75	1457.75			
Un Skilled	17500 + 2000 = 19500	On Rs17500.00 2275	On Rs19500.00 633.75	1457.75			

(Signature)

Name of Party _____

Address _____

Mobile No _____

Format for Affidavit

(On a Non judicial stamp paper of appropriate value, duly attested by Notary)

It is certified that we, _____ (Name and address of the Bidder)

have not been banned or de-listed by any Govt./ Financial Institution/Court/Public Sector/Cooperative, registered under MSCS Act.

(Signature of Authorized person)

Designation

Format for Affidavit

(On a Non judicial stamp paper of appropriate value, duly attested by Notary)

We, _____ (Name and address of the Bidder) certify as follow:

1. None of our close / distant relative (s) are working in KRIBHCO.
2. Our following close/distant relatives (s) are working in KRIBHCO.

<u>S.No.</u>	<u>Name</u>	<u>Designation</u>	<u>Department</u>
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(I)

(II)

(III)

(Signature of Authorized person)

Designation

FORMAT FOR BANK 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 context or contrary to the meaning thereof include its successors on one part and KRISHAK BHARATI COOPERATIVE LIMITED, a Multistate Cooperative Society registered under Multistate Cooperative Societies Act 2002 and having its Registered Office at 'A-60, Kailash Colony, New Delhi-110 048' (hereinafter called the Owner which expression shall include the successors and assignees), on the other part.

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

WHEREAS it is one of the terms of the said Contract that the Contractor 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 favour 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 the Vendor of the terms of the said Purchase Order 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 Vendor fails to observe and fulfil 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) 5% 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 Vendor 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 Vendor. 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 Vendor has maintained the schedule of delivery of the said work under the said Purchase Order 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 Vendor or enter into any agreement or agree to forebear to enforce any of the terms and conditions of the said Contract against the contractor or agree to vary any of the terms and conditions of the said Purchase Order.
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 Vendor shall be regarded as payments is gross and in the event of the Contractor being wound-up, the Owner will be entitled to prove against the properties of the Vendor in respect of the whole of the Vendor'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 Vendor.
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 Vendor 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 Vendor in respect of the said Order 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 Contractor given or to be given to the Owner in respect of the said Order 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 for completion period of i.e. upto _____
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 the 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 thereunder:
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