

# **Government Polytechnic, Dhanbad**

## **Proforma Agreement**

### **CONTRACT FOR SERVICES**

*by & between*

**Govt. Polytechnic, Dhanbad**  
**P.O.-B. Polytechnic, Dhanbad-828130**

and

---

**(‘Service Provider’)**

On

\_\_\_\_\_, 2019

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*[On a Non-judicial stamp paper of appropriate value as applicable in the state of execution]*

This service contract (hereinafter referred to as the “**Contract**”) is made at Dhanbad, on this the [●] day of [●], 2019:

***By & Between***

**The Principal, Govt. Polytechnic, Dhanbad** (herein after referred to as the “**Client**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include any successors-in-office and permitted assigns) of **ONE PART**; and

***And***

[**NAME OF THE SERVICE PROVIDER**], a [<sup>1</sup>*sole proprietor/company/partnership firm*] [*incorporated/* registered under applicable laws], and having its registered office at [●] represented by its director/partner, Mr. /Ms. [●], authorized vide board resolution/letter of consent dated [●] (hereinafter referred to as the “**Service Provider**”, which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns) of the **OTHER PART**.

Client and Service Provider are herein after collectively referred to as “**Parties**” and individually as “**Party**”.

**WHEREAS:**

- a) The Client had, vide Tender Document bearing number [●], invited proposals from eligible entities, with a view to procure Services.
- b) M/s [●], in response to the said Tender Document submitted its tender, which pursuant to evaluation in accordance with and subject to terms thereof, was determined as best offer, and, accordingly, vide Letter of Award dated [●], was awarded the Contract to provide Services subject to and in accordance with terms thereof and more particularly terms and conditions of this Contract.
- (b) The Service Provider, having represented to the Client that it has the required professional skills, and personnel and technical resources & expertise, has agreed to provide the Services on the terms and conditions set forth in this Contract.

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<sup>1</sup> To be modified based on the nature of entity selected

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**NOW THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Contract and other consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, it is agreed by and between the Parties hereto as under:**

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices:
    - Appendix A: Scope of Services
    - Appendix B: Liquidated Damages (for shortfall in Services)
    - Appendix C: Form of Performance Guarantee
    - Appendix D: Form of Advance Security Guarantee
  
2. The mutual rights and obligations of the Client and the Service Provider shall be as set forth in this Contract, interalia including:
  - (a) the Service Providers shall carry out the Services subject to and in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Service Providers at L1 Rates subject to and in accordance with the provisions of the Contract.

IN WITNESS WHEREOF the Parties, through their respective authorized officials subscribe their respective signatures and seals hereto on this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

For and on behalf of [.] ('Client')

\_\_\_\_\_  
(Authorized Signatory)

For and on behalf of \_\_\_\_\_ ('Service Provider')

\_\_\_\_\_  
(Authorized Signatory)

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**I. General Conditions of Contract**

**1. GENERAL PROVISIONS**

**1.1 Definitions**

Unless the context otherwise requires, the following terms & expressions, whenever used in this Contract, shall have the following meanings hereinafter respectively ascribed to them:

- a) “Advance Payment Guarantee” shall mean advance payment guarantee to be furnished by Service Provider by way of bank guarantee issued by a Scheduled commercial bank in India for an amount equivalent to mobilization advance (if any) disbursed in terms of this Contract and as per the format enclosed at Appendix D hereto.
- b) “Applicable Law” shall mean all laws, bye-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees and any other instruments having the force of law in India, as they may be issued and in force from time to time.
- c) “Applicable Permits” shall mean any and all permission, clearances, consents, approvals, authorisations, notifications, acknowledgements, licenses, no-objections and permits of any Government authority required in connection with and/or for undertaking, performing or discharging the Service obligations or fulfilment of the Service requirements as contemplated in this Contract.
- d) “Contract Value” shall mean the aggregate amount computed as arithmetic product of: (i) the Kind and number of Resource deployed [as per details set out at Annexure I [Appendix A]; and (ii) the L1 Rates quote of Service Provider made in its Financial Bid, based on which it was selected. For the purposes of this Contract, the term “L1 Rates” shall mean the respective rate corresponding to relevant Resource, as quoted by Service Provider in its Financial Bid and reproduced in Annexure I of Appendix A hereto.
- e) “Contract” means this Contract signed by the Parties and all the attached documents listed in its Clause 1 hereto, that is General Conditions (GCC), the Special Conditions (SCC), and the Appendices, as of the date hereof.
- f) “Confidential Information” means all documents and other forms of information, including oral and electronics communications, disclosed by a Party or its representatives to

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the other Party or that Party's representatives in connection with this Contract and expressly or impliedly indicated to be confidential.

- g) Tender means the tender document bearing number [.] issued by Client, pursuant to which Service Provider submitted its financial bid ("Financial Bid") and was for provision of Services on need basis in terms thereof and the relevant work order and contract issued in respect of such Services ;
- h) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1.
- i) "GCC" means these General Conditions of Contract.
- j) "Government" means the Government of Jharkhand, Government of India or any other government entity(ies) as the context may admit and/or require.
- k) "Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight that reasonably would be expected from the Service Provider in accordance with the best practices, methods and standards that are generally accepted internationally for such services under conditions comparable to those applicable to the Services, and consistent with the Laws of India
- l) "Local Currency" means the Indian National Rupees/ "INR" or i.e the lawful currency of the Republic of India.
- m) "Liquidated Damages" shall mean the mutually pre-agreed genuine estimate of the loss suffered by relevant Party on account of non- performance and/or non-observance of obligation(s) or any covenants by other Party; as per the rates as more particularly set out in Appendix B hereof.
- n) "Material Adverse Effect" means circumstances which may or do (i) render any right vested in a Party by the terms of this Contract ineffective; or (ii) adversely affect or restrict or frustrate the ability of any Party to observe and perform in a timely manner its obligations under this Contract; or (iii) adversely affects the legality, validity, binding nature or enforceability of this Contract
- o) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- p) "Party" means the Client or the Service Provider, as the case

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may be, and “Parties” means both of them.

- q) “Performance Security” shall mean performance security to be furnished by Service Provider by way of bank guarantee in terms of this Contract and Appendix C
- r) “Personnel” means persons hired by the Service Provider or by any of its contractors, and assigned to the performance of the Services or any part thereof.
- s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- t) “Service Provider” shall mean and refer to entity set out in Array of Parties that will provide the Services to the Client in accordance with terms of this Contract
- u) “Services” means the work to be performed by the Service Provider as per the details set out at Appendix A, Good Industry Practices, Applicable Permits, Applicable Laws and other terms and conditions of this Contract.
- v) “Service Level Requirement” shall mean the performance levels, outputs, standards, methods, skills, care, diligence (that would change from time to time) and that is deployed by any reasonable industry player in India, that Service Provider has to adhere to and comply with;.

**1.2 Law  
Governing  
Contract**

This Contract and any dispute or claim arising out of or in connection with this Agreement or its subject matter, existence, validity, termination, interpretation or enforceability shall be governed by and construed in accordance with the laws of India.

**1.2.1 Relation  
between the  
Parties**

The Parties unconditionally agree and understand that this Contract is on a principal to principal basis and does not create and shall not be deemed to create any employer-employee or a principal-agent relationship between as between the Client and the Service Provider or Personnel. The Service Provider, subject to this Contract, have complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. None of the Parties shall be entitled to, by act, word, or deed or otherwise, make any statement on behalf of the other Party or in any manner bind the other Party or hold out or represent that it is representing or acting as an agent of the other Party

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**1.2.2 Language**

This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

The headings shall not limit, alter or affect the meaning of this Contract.

**1.3 Notices**

**1.3.1**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

**1.3.2**

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SCC.

**1.3.3**

Notice will be deemed to be effective as specified in the SCC.

**1.4 Location**

The Services shall be performed at such locations as are specified in work order.

**1.5 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Service Provider, may be taken or executed by the officials specified in the SCC.

**1.5. Authority of Member in Charge**

In case the Service Provider is a joint venture of more than one entity, the Members hereby authorize the entity specified in the SCC to act on their behalf in exercising all the Service Provider's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

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- 1.6 Taxes and Duties** The Service Provider, sub-service providers, and their Personnel shall be responsible to pay all taxes including indirect taxes, duties, fees, and other impositions whatsoever, as is levied under the Applicable Laws, and the Client shall not bear or be construed as bearing any liability for the same.

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SCC. The date on which the Contract comes into effect shall be the Effective Date.
- 2.2 Commencement of Services** The Service Provider shall commence the Services as specified in the SCC Clause 2.2.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GCC 2.6 hereof, this Contract shall expire at the end of such time period commencing from the Effective Date, as is specified in the SCC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract by Client for remedying any unforeseen adverse circumstances/events, including any modification or variation of the Scope of the Services, can only be made by written agreement between the Parties.
- 2.5 Force Majeure :**
- 2.5.1 Définition** (a) For the purposes of this Contract, “Force Majeure” means an event or circumstance or combination of events or circumstances which prevents the Party claiming Force Majeure (the ‘**Affected Party**’) from performing its obligations under this Contract and which event or circumstance (i) which is beyond the reasonable control and not arising out of the default of the Affected Party; (ii) the Affected Party has been unable to overcome such circumstance or event by the exercise of due diligence and reasonable efforts, skill and care; and (iii) which has a Material Adverse Effect on the subsistence of this Contract. Such events or circumstances shall include, without limitation, the effect of any natural element or other acts of State or God, including but not limited to, fire, flood, earthquake, lightning, cyclone, landslides or other natural disasters,



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strikes or other industrial disturbances, war, riots, civil commotion, terrorist attacks, embargoes, blockades, revocation of approvals, no objections, consents, licenses granted by the Government, change of laws, action and / or order by statutory and/or Government authority, third party action or any other act of commission or omission or cause beyond the control of the party affected thereby.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's sub service providers or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to,

(A) take into account at the time of the conclusion of this Contract; and/or

(B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or personnel or failure to make any payment required hereunder.

**2.5.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under this Contract shall not be considered to be a breach of, or default under, this Contract, in so far as such inability arises from an event of Force Majeure, provided that (a) the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party as soon as possible, but not later than 2 (two) days from such event, about the occurrence of such an event.

**2.5.3 Measures to be taken**

(a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

(b) A party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than two (2) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible and in no case later than 2 days from cessation of such event.

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(c) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

**2.5.4 Extension of Time** Any period within which a Party is, pursuant to this Contract, required to complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

**2.5.5 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider only be entitled to the payment duly accrued to it in accordance with terms of this Contract including the payment SCC Schedule set forth as GCC clause 6.

**2.5.6 Consultation** Not later than thirty (30) days after the Service Provider, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services or in case the Client is not able to perform any of its obligations, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

**2.6 Termination**

**2.6.1 By the Client** The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GCC 2.6.1, and, in case of such an occurrence, the Client shall give, not less than fifteen (15) days' written notice of termination, to the Service Provider; provided a written notice of sixty (60) days' shall be given in the case of termination on account of the event referred to in (e).

- (a) If the Service Provider does not remedy a failure in the performance of its obligation(s) under the Contract, within twenty (20) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If any receiver, liquidator, trustee or administrator or similar official has been appointed for Service Provider or winding up, insolvency or dissolution proceedings in respect of Service Provider have been initiated.
- (c) If the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Service Provider is unable

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to perform a material portion of the Services for a period of not less than thirty (30) days.

- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 8 hereof.

**2.6.2 By the Service Provider**

The Service Providers may terminate this Contract, by not less than sixty (60) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GCC 2.6.2:

- (a) If the Client fails to pay any money due and payable to the Service Provider subject to and in accordance with terms of this Contract and such claimed amount is not subject to dispute pursuant to Clause GCC 7 hereof; within sixty (60) days after receiving written notice from the Service Provider that such payment is due in accordance with terms of this Contract.
- (b) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 8 hereof.

**2.6.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GCC 2.6.1 or GCC 2.6.2, as the case may be, the Client shall make the following payments to the Service Provider (subject to and after deduction against these payments for any amount (including Liquidated Damages) that may be due from the Service Provider to the Client):

- (a) payment pursuant to Clause GCC 6 for Services satisfactorily performed in accordance with terms hereof, prior to the date of termination;

**2.7 Suspension**

The Client may, by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding twenty (20) days after receipt by the Service Provider of such notice of suspension.

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**2.8 Cessation of Rights and obligations**

**Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses 2.6 or upon expiration of this Contract pursuant to Clause 2.3 hereof, as the case may be, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, as the case may be, including its right to claim and recover money, damages and other rights and remedies which it may have in law or contract (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, and (iii) Recourse to Arbitration and Indemnity obligations; and (iv) any other right which a Party may have under the Applicable Law.

**3. OBLIGATIONS OF THE SERVICE PROVIDER**

**3.1 General**

**3.1.1 Standard of Performance /**

The Service Provider shall ensure that the Resource identified and proposed for deployment bears the relevant related Certification as set out in Annexure I [Appendix A]. The Service Provider shall perform the Services and carry out their obligations hereunder with due diligence, efficiency and economy, in compliance with Service Level Requirements, and in accordance with Applicable Permits, Good Industry Practices, and Applicable Laws, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Service Provider shall at all times be wholly responsible for and in respect of its dealings with sub-service providers or third parties; and shall fully indemnify Client in respect of any claim, proceedings, actions, losses arising in connection thereof or in relation thereto. In the event the Services do not conform with the relevant Service Level Requirements, the Authority shall inform the Service Provider and the Service Provider shall immediately without any delay take such remedial action as is necessary to ensure compliance with the Service Level Requirements. The Supplier shall ensure that the goods being handled as part of its Services are free from material defects in materials and workmanship and remain so after delivery.

**Performance Security / Advance Payment**

**3.1.2 Performance Guarantee**

The Service Provider shall as security for the due and faithful performance and discharge of all its Service related obligations set

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**Guarantee** out in terms of this Contract, procure and furnish to the Client as per terms of SCC, a Performance Guarantee from a Scheduled commercial bank in India acceptable to the Client for an amount equivalent to ‘.....’, which shall be kept valid and subsisting for the period stated in the SCC Clause 2.1 (b). Such guarantee shall be in the form set forth in Appendix C hereto. The Liquidated Damages levied on Service Provider on account of non-performance, non-observance of obligations, by Service Provider shall be liable to be recovered by way of encashment of part or full Performance Security, and in case of such encashment, the Service Provider shall forthwith replenish to its original value or provide a fresh Performance Security, as the case may be, within seven days of such encashment, failing which this Contract shall become liable for termination.

**3.1.3 Advance Payment Guarantee**

Subject to the terms of SCC, the Client may in its sole discretion , pay, within 15 days of execution of this Contract, by way of mobilization advance, an amount equivalent to [] ; secured by Advance Payment Guarantee of equivalent amount; towards mobilization of manpower / equipment’s etc; which guarantee shall be valid for the period stated in the SCC Clause 2.1 (a). Such guarantee shall be in the form set forth in Appendix D hereto. The mobilization advance paid shall be adjusted towards Contract Price as per GCC clause 6 and SCC Clause 8.1

**3.2 Prohibition of Conflicting Activities** The Service Provider shall not engage, and shall cause their Personnel as well as their sub-service providers and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

**3.3 Confidentiality** Except with the prior written consent of the Client, the Service Provider and the Personnel shall not at any time communicate to any person or entity any Confidential Information acquired in the course of the Services.

**3.4 Insurance to be Taken Out by the Service Provider** The Service Provider (a) shall take out and maintain at its cost, and shall cause any sub-service providers to take out and maintain, at their cost, as the case may be, but on terms and conditions approved by the Client, such insurances as Service Provider may reasonably consider necessary or prudent in accordance with Good Industry Practice. The insurance policies so procured shall mention Client as co-insured insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken

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out and maintained and that the current premiums have been paid.

**3.5 Service Provider's Actions Requiring Client's Prior Approval**

The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract with the sub-contractors for the performance of any part of the Services,
- (b) any other action that may be specified in the SCC.

**3.6 Reporting Obligations**

- (a) The Service Provider shall submit to the Client monthly reports recording the compliance or otherwise of the relevant Service obligations in the preceding Month and the remedial action taken for avoiding re-occurrence of the same.

**3.7 Liquidated Damages**

- (a) The Service Provider shall provide the Services in such manner so as to meet its Services related obligations [including the Key Deliverables] as set out herein. In the event of failure/shortfall in meeting the Service obligations, the Service Provider shall be liable to pay the Liquidated Damages as per terms of Appendix B, which shall be recovered from the payment due (and if required from Performance Security) to the Service Provider, and Service Provider expressly and irrevocably agrees to the same.

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3.8 Law Governing services Primary responsibility of complying with all the requirements of the Applicable Laws/ local customs and practices shall be of the Service Provider and the Service Provider shall keep the Client (including its employees, agents and representatives) fully indemnified against all cost's, charges, damages, penalties or litigation that may arise on account of any contravention or violation thereof.

3.9 Obligations including Indemnity Obligation Service provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to CLIENT to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.

The service provider shall maintain all statutory registers under the Law and submit periodical returns and statements. The Service Provider shall produce the same, on demand, to the concerned authorities and to CLIENT or any other authority under Law.

In case, the service provider fails to comply with any statutory /taxation liability under appropriate law, and as a result thereof the CLIENT is put to any loss / obligation, monetary or otherwise, the CLIENT will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the service provider, to the extent of the loss or obligation in monetary terms. Notwithstanding the above, CLIENT shall be entitled to seek such remedial action as may be warranted.

The Service provider shall submit proof of deposit of PF/ESI and of other statutory dues, payable by it in respect of its staff, deployed in CLIENT, which shall be a condition precedent for payment of its bills.

Service Provider shall, at its own cost and expense, indemnify, defend and hold harmless, Client and its officers, directors, employees, representatives, agents, and assigns from and against any and all liability (including but not limited to liabilities, judgments, damages, losses, claims, costs and expenses, including attorneys fees and expenses) any other loss, claim , arising from or relating to a breach, non-performance or inadequate performance by Service Provider of any of the terms, conditions, covenants, representations, undertakings, obligations or warranties, as set out under this Contract.

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Service Provider hereby represents and warrants that :-

3.10 Representation  
& Warranty

- a) It is in good standing and that it has full authority to enter into this Contract and subject to obtaining the necessary approvals under the Applicable Law, to perform its obligations hereunder according to the terms hereof
- b) It has full power and authority to enter into this Contract and to take any action and execute any documents required by the terms hereof; and that this Contract, entered into has been duly authorized by all necessary authorization proceedings, has been duly and validly executed and delivered, and is a legal, valid, and binding obligation of, enforceable in accordance with the terms hereof; and that the executants of this Contract are duly empowered and authorized to execute this Contract and to perform all its obligations in accordance with the terms herein
- c) Neither the execution and delivery of this Contract, the consummation of the transactions contemplated hereby, or the fulfillment of or compliance with the terms and conditions of this Contract, conflict with or result in a breach of or a default under any of the terms, conditions or provisions of any legal restriction (including, without limitation, any judgment, order, injunction, decree or ruling of any court or governmental authority, or any federal, state, local or other law, statute, rule or regulation) or any covenant or agreement or instrument to which it is a party, nor does such execution, delivery, consummation or compliance violate or result in the violation of its constitutional documents.



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**4. SERVICE PROVIDER'S PROHIBITIONS & PERSONNEL**

4.1 Service Provider agrees not to undertake, directly or indirectly, any of the following practices or actions, the violation of which shall be deemed a material breach and may result in immediate termination of this Agreement:

- i. make any representations or promises on behalf of Client other than those which have been expressly permitted under this Agreement;
- ii. use Client's name, service marks, or logos (or any misspellings or variations thereof) in a manner not expressly authorized by this Contract unless otherwise approved by Client in writing;
- iii. infringe any Client's proprietary rights;
- iv. register or seek to register any trademark, service mark, service name, or domain name, which includes, relates to, or is confusingly similar to those of Client; and
- v. Transfer, assign, distribute, sell, or otherwise grant to any third party any rights under this Agreement.

4.2 The Service Provider shall employ such qualified and experienced Personnel as are required to carry out the Services. It is expressly agreed and understood by Parties that the Service Provider shall be wholly responsible for engaging the required Personnel for due provision of Services including in relation to their salary, benefits, statutory payments, perks and contribution towards any benefits, as would be payable under Applicable Laws for the duration of their deployment.

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The Service Provider shall have no claim for any costs, expense arising out of or incidental to any appointment, removal and/or replacement of Personnel.

**5. OBLIGATIONS OF THE CLIENT**

**5.1 Assistance**

The Client shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance as is reasonably required to enable Service Provider perform its Services; as more particularly to be specified in the SCC. The Client shall make available to the Service Provider, the immoveable infrastructure, namely, physical space, required in respect of the provision of Services. In this regard, the Parties hereto agree that, the Service Provider shall be responsible for arranging all the moveable equipment's/goods as would be required for fulfilling its obligations herein.

**6. PAYMENTS TO THE SERVICE PROVIDER**

**6.1 L1 Rates (as quoted in Financial Bid) based Payment**

(a) In lieu of the Services rendered by the Service Provider, the Client shall make payment on monthly basis to the Service Provider based on the L1 Rates of the contract Service Provider; as quoted by it under the Financial Bid in tender. The payment in terms hereof for any Month shall be made on or prior to 20 days from the submission of invoice.

The Parties hereby agree that the payment to be paid herein shall, be subject to deductions on account of Liquidated Damages and recovery of Mobilization Advance (in terms hereof), if any paid to the Service Provider. Further, the payment of billed amount shall be made subject to submission of proof/receipt of statutory payment made.

(b) The payment shall be made along with applicable GST and other similar levies, but shall be subject to applicable Tax Deduction at Source.

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**7. GOOD FAITH**

- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**8. SETTLEMENT OF DISPUTES**

- 8.1 Amicable Settlement** The Parties agree that early resolution of disputes is crucial for a smooth execution of the Contract. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

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**9. WAIVER OF SOVEREIGN IMMUNITY**

The Client hereby irrevocably and unconditionally agrees that it is subject to the jurisdiction of the relevant arbitral tribunal and the courts of applicable jurisdiction in India in support of arbitration proceedings with respect to its obligations hereunder, and that the execution, delivery, and performance of this Contract constitute private and commercial acts of Client.

**10. RIGHTS CUMULATIVE WITH THOSE AT LAW**

Subject to Dispute Resolution provision set out herein, the Powers, rights and remedies conferred on the Parties herein, including the rights of termination, shall be in addition and without prejudice to all other powers, rights and remedies available to the Parties in accordance with the Applicable Laws.

**11. Duty to Mitigate**

Each Party agrees that it has a duty to mitigate damages and covenants that it shall use commercially reasonable efforts to minimize any losses it may incur as a result of the other Party's performance or non-performance of this Contract.

**12. Right to Specific Performance**

If any Party fails to perform its obligations under this Contract, the other Party shall have the right to require specific performance of the obligation not performed.

**13. Waiver**

The rights and remedies of the Parties shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence to the other Party or by anything whatsoever except a specific waiver or release in writing and any such waiver or release shall not prejudice or affect the further or other exercise of such right or of any other rights or remedies of the Parties. No single or partial exercise of any right or remedy shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

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**14. Further Assurances**

At its own expense, each Party shall, and shall use all reasonable endeavors to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Contract.

**15. No Third Parties**

This Contract is intended solely for the benefit of the Parties and nothing in this Contract shall be construed to create any duty to, standard of care with reference to, or any liability to, or confer any right of suit or action on any person not a party to this Contract.

**16. Entire Agreement**

Each Party confirms that:

- (i) in entering into this Contract it has not relied on any representation, warranty, assurance, covenant, indemnity, undertaking or commitment which is not expressly set out or referred to in this Contract; and
- (ii) in any event, without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, the only rights or remedies in relation to any representation, warranty, assurance, covenant, indemnity, undertaking or commitment given or action taken in connection with this Contract, are as set out in this Contract

**17. Severability**

If any court or competent authority finds that any provision of this Contract (or part of any provision) is invalid, illegal, unenforceable or against public policy, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected. If any invalid, unenforceable or illegal provision of this Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable, and, which to the greatest extent possible, achieves the Parties' original commercial intention.

**18. Counterparts**

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This Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original.

**19. Expenses of the Parties**

Each Party shall bear its own costs and expenses incurred in connection with the negotiation, preparation, execution and registration of this Contract; provided however, the Service Provider shall bear the stamp duty and registration charges (if any) in respect of execution of this Contract.

**II SPECIAL CONDITIONS OF CONTRACT**

<b>Number of GCC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract. The SCC shall irrespective of anything contrary contained in GCC prevail over GCC.</b>
<b>1.3</b>	The addresses are: <b>Client :</b> GOVT. POLYTECHNIC, DHANBAD, Attention: _____  Facsimile : _____  E-mail: _____  <b>Service Provider:</b> _____ Attention: _____ _____  Facsimile: _____  E-mail: _____

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<b>1.3.3</b>	Notice will be deemed to be effective as follows: (a) in the case of personal delivery or registered mail, on delivery; (b) In the case of telegrams, 24 (twenty four) hours following confirmed transmission; and (c) In the case of facsimiles, 24 (twenty four) hours following confirmed transmission.
<b>1.5</b>	The Authorized Representatives are:  <b>For the Client:</b> _____  <b>For the Service Provider:</b> _____
<b>2.2</b>	The date for the commencement of Services shall be from _____.
<b>2.3</b>	This Contract shall be valid for a period of <b>__24 months</b> from the Effective Date.
<b>3.1.2</b>	The Service Provider shall furnish within 7 (seven) days of the execution of this Contract, an unconditional Bank Guarantee from the Scheduled commercial Bank (ACCEPTABLE TO CLIENT) as per specified format, for an amount equivalent to 'INR 10 lac 'as Performance Security valid for a period of <b>180 days</b> beyond the date of completion of Services. The Bank Guarantee will be released by Client upon expiry of such 180 days beyond the date of completion of Services. .
<b>3.1.3</b>	Not Applicable for the purpose of this contract.
<b>3.4</b>	The risks, related obligations and the coverage shall be as follows:  (a) The personnel during course of their work shall be privy to certain qualified documents and information which they are not supposed to divulge to third parties.

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	<p>In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the service provider as well as the person concerned liable for action in accordance with law.</p> <p>(b) The service provider will be responsible for compliance of all statutory provisions including Minimum Wages, Provident Fund, and Employees State Insurance, contract labour and any other applicable law in respect of the persons deployed by them With Client. The Client shall have no liability in this regard. Payment of the bill will be made only after successful submission of statutory payment receipts</p> <p>(c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Service Provider and of any sub-service providers, in accordance with the relevant provisions of the Applicable Laws,; and</p> <p>(d) Insurance that may be necessary to protect the Client, its employees and assets including rioting and all force majeure events that are insurable.</p> <p>(e) Any other insurance as required as per Good Industry Practice.</p> <p>(f) Any legal liability of Service Provider in respect of loss or damage as a result of the death and/or personal injury suffered by an employee of Service Provider or any person for whom Service Provider is responsible</p> <p><i>All insurances and policies should start from the date of commencement of services and remain effective during term of Contract.</i></p>
<p><b>8.2</b></p>	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p><b>Dispute Settlement (Resolution)</b></p> <p>8.2 (i) Any dispute, controversy, or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof, which could not be settled amicably, shall be settled by arbitration in accordance with following provisions:</p> <p>(ii) Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator appointed mutually by Parties and in case both parties fail to appoint Arbitrator then sole Arbitrator may be appointed through Jharkhand High Court. The seat of sole arbitrator shall be at Dhanbad.</p> <p>(iii) Arbitration shall be conducted subject to and in accordance with Arbitration &amp; Conciliation Act 1996, as amended from time to time</p> <p>(iv) The language of the arbitration shall be English</p> <p>(v) The cost of Arbitration shall be borne by respective Parties by equal proportion. Arbitration proceedings will be held at Dhanbad only.</p>



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	<p>(vi) This arbitration agreement as embodied in this Clause 8.2 of SCC, and any dispute or claim arising out of or in connection with this arbitration agreement, including its interpretation, subject matter and formation, shall be governed by and construed in accordance with the laws of India</p>
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**IV. Appendices**

**Appendix - A**

**Scope of Services**

1. The manpower required is to be deployed by the Agency based on the contract rates, within two week of issue of the work order or within such time as specified in the work order, as the case may be. Pursuant to the work order to be issued on need basis, the Client will enter into the contract with the agency.
2. The personnel deployed shall have to report for duty at the place specified in work order/contract or a new location, in case there is change of office communicated. No extra liability on this account will be borne by client.
3. The normal working hours of the client will be from 09.30 a.m. to 6.00 p.m. Those who will be posted in office and working hours shall be 8 hours per day for 6 days a week as normally followed in Authority. If need arises, the staff deployed shall have to sit beyond normal hours or attend the Office even on Saturday/Sunday/Gazetted Holidays (as per work requirements).
4. The manpower so deployed shall have to strictly adhere to punctuality with regard to office timings. Late arrivals, early departures and short leaves shall not be permitted in any manner. In case, the person deployed is absent on a particular day or comes late / leaves early on three occasions, proportionate deduction of wages/ salary for one day will be made.
5. The Service Provider shall nominate a coordinator who would be responsible for immediate interaction with the Client, so that optimal services of the persons deployed by the agency could be availed without any disruption.
6. Security Considerations: The persons deployed by the Man Power Service Provider should not have any adverse back ground. The agency shall verify the Police antecedents of the persons whom they are recommending. Any person deployed by the service provider shall not indulge in criminal act or should have criminal cases against him/her. The agency should make adequate enquiries about the character of such persons or later it is found otherwise, the services of the agency can be dispensed with.
7. The copies of appointment letter issued to the personnel deployed by the agency in the Authority shall be provided to the Authority for verification.
8. The Service Provider will provide to the Authority a list of all personnel so deployed with permanent and present address along with their latest photographs.
9. The Manpower Service Provider shall provide a substitute in the event of any person remaining absent for more than two consecutive days for any reason. In case of delay by the Manpower Service Provider in providing a substitute after expiry of two days absence, Client shall be compensated as per the calculation given in **Appendix -B**, per day starting from the day from which the person has been absent, besides deduction in payment on pro-rata basis and which shall be deducted from the monthly bills of the service provider in the subsequent month.

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Client shall not be required to prove any actual loss sustained by it for seeking such compensation

10. The manpower service provider shall provide substitute well in advance if there is any probability of the staff deployed leaving the job of the agency due to his / her own personal reasons. The payment in respect of overlapping period of the substitute shall be the responsibility of the service provider.
  11. It shall be responsibility of the Service Provider to issue the employment card/photo/identity card to the workers and maintain the muster roll, the wage register and other registers as provided in the Contract Labor (Regulation & Abolition) Act. Service Provider has to ensure that all its employees deployed with Client invariably wear ID card during office hours.
  12. The manpower service provider shall provide two Sets of Uniform to support staff to his personnel at his own cost. The Service Provider will also ensure that the persons wear the uniform and keep it neat, clean and tidy.
  13. The Service Provider shall provide pay slip duly indicating details of pay and of all concerned deduction thereon should be given to each employee while disbursement of pay.
  14. The empaneled agency would deploy one managerial staff for coordinating administrative procedures exclusively for client for every 50 resource level manpower deployed by the agency through various work orders issued under client/state universities
  15. Client will not reimburse any amount towards Provident fund, Employees Insurance or Bonus. These issues must be settled between the empaneled agencies and the manpower supplied by them from time to time as per the government rules and regulations
  16. The agency is liable for damages on account of any violation by the employees deployed under the prevalent laws of the country.
  17. Agency shall provide an undertaking for the implementation of Data Confidentiality;
  18. In case, the person employed by the Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence, the Agency will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work / project and any other necessary action as required by client and provisions of the legal framework of the country.
  19. The Agency shall replace immediately any of its personnel who is found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from.
- **Background verification:**
20. All the manpower deployed by the agency shall be subjected by agency to proper background verification check for Date of Birth, and Experience and police verification of antecedents.
  21. The agency shall submit the background verification report as mentioned above for each manpower to be deployed on the project on issue of the work order;

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➤ **Liability of the Agency:**

22. Agency shall be liable for all acts of omissions and commission by its employees deployed under this contract and client shall stand insulated against aggrieved third-party complaints against any civil or criminal actions of the service provider or its employees.
23. The Service Provider shall replace within twenty four confidentiality or frequent absence from duty/misconduct on the part of the manpower supplied by the agency, upon receiving written notice from Authority. Notwithstanding above, the Authority has the right to ask to change/replace the personnel at any point of time without assigning any reason.
24. The Client shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment's or vehicles of the personnel of the Service Provider.
25. The Service Provider shall be responsible for any damages done to the property of the Authority by the personnel so deployed. Client will be free to recover it from the security deposit given by the Service Provider or from any other dues.
26. The Service Provider's personnel working in the Authority should be polite, cordial, positive and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Authority. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
27. The Service Provider shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
28. The Man Power Service Provider should make suitable arrangement for supervision (through deployment of regular supervisory staff) of the manpower supplied and other related works at their own cost.
29. The Manpower Service Provider shall be responsible for making payment directly to the deployed manpower by 7th of each month in their AADHAAR linked bank account (Through DBT Scheme).
30. The entire financial liability in respect of manpower services deployed with Client shall be that of the service provider and client will in no way be liable for the same.
31. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Labor Legislations in respect of manpower so employed and deployed with the Client. The persons deployed by the service provider with the Client shall be the employees of agency at all times and not have any stake or claims like employer and employee relationship against client or claim any employment in client.
32. The service provider shall at all times guarantee payment of wages not less than that prescribed under the Minimum Wages Act or any notifications passed thereunder and comply with the applicable labour laws in force and give an undertaking to that effect. It shall be the responsibility of the agency to ensure all labour law compliances with respect to the manpower deployed by it and shall

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keep Client indemnified against all claims, if any, arising from such manpower deployed by it or by any third parties or any authorities etc, arising out of the contract awarded in respect of the present tender.

33. The service provider shall be solely responsible for the redressal of grievances if any of its staff deployed with Client. The Client shall, in no way, be responsible for settlement of such issues whatsoever.
34. The Client shall not be responsible for any financial loss or any injury to any of the staff deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation.
35. The staff deployed by the service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees of the Client during the currency or after expiry of the contract.
36. In case of termination of this contract on its expiry or otherwise, the staff deployed by the service provider shall not be entitled to and will have no claim for any employment in the regular / or any other capacity with Client.

➤ **Screening of Manpower**

37. Head of Institution shall set a committee for Screening of manpower resource. This committee shall finally decide the deployment of resource after recommendation.

➤ **Invoice**

38. Selected bidder will submit their invoice to their respective institution head for the processing of payment.

➤ **Attendance**

39. Service Provider shall supply, install and maintain at their own cost a biometric attendance system. All resources deployed by the Service Provider shall mark their attendance. MIS report shall be made available to client on monthly basis along with invoice.

➤ **Commencement of Service:**

40. The required manpower's are to be deployed by the Agency within two week of issue of the work order or as specified in the respective work order to be issued.
41. Quantity of supply of manpower under each category may change as per the requirement. Quantities given in this section are indicative numbers. Its on Authority sole discretion to increase or decrease the requirement.
42. Service Provider shall be communicated through single or multiple work order against the contract.

- The agency shall submit invoice with all prescribed documents to institute or any other office as prescribed by the authority

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43. Each month **EPF Challan Sheet** in which the Temporary Return Reference Number (TRRN) should be specifically of the concerning circle along with ECR Sheet in which deployed personnel names are mentioned should be submitted along with the Bank Payment Challan.
44. The Agency shall have to get the attendance sheet (day-wise and shift-wise) verified by designated official.
45. The Agency shall have to provide Bank Account details of each deployed manpower in which he is paying the wages to the manpower. Also Agency must provide monthly statement of bank account showing transaction of salary in his employee's account.
46. Shift wise roaster.
47. Goods & Service Tax Receipt.

➤ **INDICATIVE DETAILS FOR DEPLOYMENT OF RESOURCE**

S.N	NAME OF POLYTECHNIC INSTITUTE	Supervisor	Security Guard	Mali (Gardener)	(Grade 4 employee)	Sweeper (Safai Karmi)	Cook	Helper (Cook)
1	Govt. Polytechnic, Dhanbad	1	18	2	12	5	2	2

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**Annexure 1 [Appendix A]**

Man-month rate of manpower resources for each category as quoted under tender by the Service Provider.

S.No (1)	Manpower Resource Level /Category (2)	No. of resource (Qty.) (3)	Hiring Charges in (INR/Month ) (4)	Service Charge in (INR/Month ) (5)	ESI Amount /INR/M onth (6)	EPF Amount/I NR/Mont h (7)	Sub-Total (8)= (4)+(5)+(6 )+(7)	Grand Total (9)=(3)*(8)

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**Appendix -B**

**Liquidated Damages**

- (a) In the event the Service Provider do not abide by or fulfill the aforesaid obligations as set out in Scope of Services Appendix A above, then Service Provider shall be liable to pay liquidated damages at the rate of 0.5% of the Performance Security per day of delay beyond the cure period provided /notified by Client ; subject to maximum damages of 10% of Performance Security in any relevant quarter, upon breach whereof the Agreement shall become liable for termination in terms hereof.
- (b) The Service Provider shall be liable to pay Damages, which shall be calculated as the number of instances that the respective deficiency is observed in relation to the manpower service required.

1. Damage to be calculated:-

S.No	Deficiency	Amount
1.	Dereliction of duty	2X(wage equivalent to one man day )
2.	Sleeping on duty	2X(wage equivalent to one man day )
3.	Absconding	4X(wage equivalent to one man day )
4.	Misbehavior, uses of abusive language with colleague and other staff.	4X(wage equivalent to one man day )
5.	Drinking or possession of alcohol, other narcotic drugs and materials.	4X(wage equivalent to one man day )
6.	Performing duty without proper uniform (for security guard & Supervisor)	1X(wage equivalent to one man day )
7.	Chewing Pan, Guthka and cigarette.	1X(wage equivalent to one man day )



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**Appendix – C Format for Bank Guarantee for Performance Security**

**BANK GUARANTEE FOR PERFORMANCE SECURITY**

*[To be stamped in accordance with Stamp Act,]*

To

\_\_\_\_\_.

In consideration of “Govt. Polytechnic, Dhanbad” (hereinafter referred as the “**Client**”, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s\_\_\_\_\_ having its Registered office at \_\_\_\_\_ (Hereinafter referred to as the “**Service Provider**” which expression shall repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Client’s Work Order dated \_\_\_\_\_ and the same having been unequivocally accepted by the Service Provider, resulting in a Contract valued at \_\_\_\_\_ excluding Service Tax for Services for the \_\_\_\_\_ (Hereinafter called the “**Contract**”), and the Service Provider having agreed to furnish a Bank Guarantee to the Client as “Performance Security to secure the due , faithful and punctual discharge of and compliance with all the Service Providers obligations and responsibilities in terms of and as stipulated by the Client in the said contract for performance of the above Contract amounting to \_\_\_\_\_.

We, .....having registered office at ....., a body registered/constituted under the .....(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee the due and punctual performance & discharge by the Service Provider of all its obligations under the Contract and undertake to pay the Client immediately on demand, without any deductions, set-off or counterclaim whatsoever, any or, all money demanded by the Client to the extent of \_\_\_\_\_ as aforesaid at any time up to \_\_\_\_\_, without any demur, reservation, contest, recourse, cavil, arguments or protest and/or without any reference to or enquiry from the Service Provider and without your needing to prove or show grounds or reasons for your demand for the sum specified therein. Any such demand made by the client on the bank shall be conclusive and binding notwithstanding any difference between the Client and the Service Provider or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary or to extend the time for performance of the contract by the Service Provider. The Client shall have the fullest liberty without affecting this

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guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Service Provider and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Client and the Service Provider any other course or remedy or security available to the Client. The Bank shall not be relieved of its obligations under these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Service Provider and notwithstanding any security or other guarantee that the Client may have in relation to the Service Provider's liabilities.

The Client shall be entitled to make unlimited number of demands under this Bank Guarantee. Any demand shall be deemed to be served, if delivered by hand, when left at the property address for service; and if given or made by pre-paid registered post or facsimile transmission, on receipt.

Any waivers, extensions of time or other forbearance given or variations required under the Contract or any invalidity, unenforceability or illegality of the whole or any part of the Contract or rights or any Party thereto or amendment or other modifications of the Contract, or any other fact, circumstances, provision of statute of law which might entitle the Bank to be released in whole or in part from its undertaking, whether in the knowledge of the Bank or not or whether notified to the Bank or not, shall not in any way release the Bank from its obligations under this Bank Guarantee.

(Signature of the Authorised Official)

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Appendix–D: Mobilization Advance Guarantee

**FORM OF BANK GUARANTEE FOR ADVANCE PAYMENT**

To,

\_\_\_\_\_.

Dear Sir

In accordance with the provisions of .....("the Contract")  
,M/s.....having registered office at .....  
(hereinafter referred to as "**the Service Provider** ") shall deposit with [.] a bank guarantee  
(hereinafter referred to as the "**Guarantee**") to guarantee his proper and faithful performance  
an amount of Rs. ..../- all inclusive (Rupees .....).

We, the \_\_\_\_\_(hereinafter referred to as the "**Bank**"), as instructed by  
the Service Provider agree unconditionally and irrevocably to guarantee as prime obligator  
and not as surety merely, the payment to [.] on his first demand without whatsoever right of  
objection on our part and without his first claim to the Service Provider, in the amount not  
exceeding Rs. ..../- all inclusive (Rupees  
.....).

We further agree that no change or addition to or other modification of the terms of the  
Contract or of works to be performed there under or of any of the Contract documents which  
may be made between [.] and the Service Provider, shall in any way release us from any  
liability under this Guarantee, and we hereby waive notice of any such change, addition or  
modification.

Any waivers, extensions of time or other forbearance given or variations required under the  
Contract or any invalidity, unenforceability or illegality of the whole or any part of the  
Contract or rights or any party thereto or amendment or other modifications of the Contract,  
or any other fact, circumstances, provision of statute of law which might entitle the Bank to  
be released in whole or in part from its undertaking, whether in the knowledge of the Bank or  
not or whether notified to the Bank or not, shall not in any way release the Bank from its  
obligations under this Bank Guarantee

This Guarantee shall remain valid and in full effect from the date of issue of until 6 (six  
months) beyond the date of completion of services under the Contract and the full and  
satisfactory adjustment of whole of the mobilization advance paid, which is estimated to be  
on or before ..... The validity of the Guarantee may be extended  
for such period, as may be required, by the Bank at the written request of the Service  
Provider.

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Any demand for payment or notice shall be deemed sufficiently given if it is sent by post or delivered by hand to the last known address of the Guarantor. This Guarantee shall be governed by the laws of India and shall be subject to the jurisdiction of courts and tribunals at \_\_\_\_\_

Signature and Seal: \_\_\_\_\_

Name of Bank / Financial Institution: \_\_\_\_\_

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

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