



**icmr**  
INDIAN COUNCIL OF  
MEDICAL RESEARCH

**NIRTH**  
NATIONAL INSTITUTE OF  
RESEARCH IN TRIBAL HEALTH

आईसीएमआर-राष्ट्रीय जनजाति स्वास्थ्य अनुसंधान संस्थान  
स्वास्थ्य अनुसंधान विभाग, स्वास्थ्य एवं परिवार  
कल्याण मंत्रालय, भारत सरकार  
ICMR - National Institute of Research in Tribal Health  
Department of Health Research, Ministry of Health  
and Family Welfare, Government of India

सं.राजस्वाअसं/जबप/भंडार/वाहन/ 2020/ 7

दिनांक :

09 OCT 2020

**निविदा आमंत्रण सूचना**

निदेशक, आईसीएमआर-राष्ट्रीय जनजाति स्वास्थ्य अनुसंधान संस्थान, जबलपुर) आईसीएमआर-एनआईआरटीएच (निम्नलिखित निबंधनों एवं शर्तों के अधीन निविदा देने की तारीख से एक (1) वर्ष की अवधि के लिए दिए गए विवरणानुसार (संलग्नक-ए) वाहन किराए पर लेने के लिए प्रतिष्ठित एवं अनुभवी एजेन्सियों/फर्मों/कंपनियों से दर निविदा दोहरी बोली पद्धती (तकनीकी बोली एवं वित्तीय/कीमत बोली) में मोहरबंद निविदाएं आमंत्रित करते हैं :-

**महत्वपूर्ण विवरण**

1.	निविदा सं.	राजस्वाअसं/जबप/भंडार/वाहन/2020/ 7
2.	निविदा दस्तावेज शुल्क	निरंक
3.	निविदा की अवधि	एक वर्ष
4.	बोली प्रस्तुति प्रारंभ की तारीख एवं समय	12 अक्टूबर, 2020 (सोमवार) पूर्वान्ह 10.00 बजे
5.	बोली प्रस्तुति समाप्ति की तारीख एवं समय	17 नवंबर, 2020 (संगलवार) पूर्वान्ह 11.00 बजे
6.	तकनीकी बोली खोलने की तारीख	17 नवंबर, 2020 (संगलवार) अपरान्ह 02.00 बजे
7.	तकनीकी रूप से अर्हताप्राप्त बोली लगाने वालों के लिए वित्तीय बोलियां खोलने की तारीख	बाद में सूचित की जाएगी
8.	ई.एम.डी.राशि	रु.10,000/- (केवल दस हजार रुपए मात्र)
9.	प्रदाय/सेवा का स्थान	आईसीएमआर-राष्ट्रीय जनजाति स्वास्थ्य अनुसंधान संस्थान, नागपुर रोड, पो.ऑ. गढ़ा, जबलपुर (म.प्र) 482003
10.	निविदा दस्तावेज के पृष्ठों की कुल संख्या	19
11.	निविदा दस्तावेज डाउनलोड करने के लिए वेबसाइट पता	<a href="https://www.nirth.res.in/">https://www.nirth.res.in/</a> CPP epublishपोर्टल
12.	निविदा दस्तावेज प्रस्तुत करने के लिए पता व स्थान	कमरा नं 118 .में रखा गया निविदा बॉक्स, अनुभाग अधिकारी )भंडार(, आईसीएमआर-राष्ट्रीय जनजाति स्वास्थ्य अनुसंधान संस्थान, नागपुर रोड, पो.ऑ. गढ़ा, जबलपुर(म.प्र)-482003
13.	निविदा किस प्रकार प्रस्तुत करें	स्पीड पोस्ट/पंजीकृत डाक/कुरियर/हाथों-हाथ देकर

- निदेशक, आईसीएमआर-एनआईआरटीएचको बिना कोई कारण बताए कोई भी अथवा सभी निविदाएं स्वीकार/रद्द करने का अधिकार सुरक्षित है।
- निदेशक, आईसीएमआर-एनआईआरटीएच को किसी भी अवस्था में बिना कोई कारण बताए निविदा को निरस्त करने का अधिकार सुरक्षित है।
- संपूर्ण निविदा प्रक्रिया में अनुशेष/लोप/शुद्धिपत्र/निरस्तीकरण और अनुबंध देने से संबंधित सूचनाएं केवल संस्थागत वेबसाइट <https://www.nirth.res.in> में ही प्रकाशित की जाएंगी। आगे कोई और सूचना समाचार-पत्रों अथवा किसी अन्य वेब पोर्टल पर प्रकाशित नहीं की जाएगी।
- यदि इस दस्तावेज के निबंधनों एवं शर्तों का उल्लंघन पाया जाता है या निविदा दस्तावेज में दी गई कोई जानकारी प्रथम दृष्टया मिथ्या/गलत होना पाई जाती है तो निदेशक, आईसीएमआर-एनआईआरटीएचको यह निविदा वापस लेने/निरस्त करने का अधिकार सुरक्षित है।
- बोली लगाने वालों से अनुरोध है कि कृपया निविदा दस्तावेज के अनुसार अनुदेशों का सावधानीपूर्वक पालन करें।

वरिष्ठ प्रशासनिक अधिकारी





Ref: NIRTH/JBP/Stores/vehicle/2020/

Date:- 09 Oct 2020

**NOTICE INVITING TENDER**

The Director, ICMR-National Institute of Research in Tribal Health, Jabalpur (ICMR-NIRTH) invites sealed tenders in **Double Bid System (Technical Bid and Financial/Price Bid)** from the reputed and experienced agencies/firms/companies for **Hiring of Vehicles** on call basis for a period of one (1) year from the date of award of contract under the following terms and conditions.

**CRITICAL DETAILS**

1.	Tender No.	NIRTH/JBP/Stores/vehicle/2020/
2.	Tender document fee	NIL
3.	Duration of Contract	One year from the date of award of the contract.
4.	Bid submission start date and time	12 October 2020 (Monday) at 10.00 AM
5.	Bid submission end date and time	17 November, 2020 (Tuesday) at 11:00 AM
6.	Date of Opening of Technical Bids	17 November, 2020 (Tuesday) at 02.00 PM
7.	Date of opening of financial bids for technically qualified bidders	To be notified later
8.	EMD Amount	Rs.10,000/- (Rs. Ten thousand only)
9.	Delivery/Service Location	ICMR-National Institute of Research in Tribal Health, Nagpur Road, P.O.-Garha, Jabalpur (M.P.)-482003
10.	Total Number of pages of Tender Document	19
11.	Website Address for downloading tender document	<a href="https://www.nirth.res.in/">https://www.nirth.res.in/</a> CPP epublish Portal
12.	Address and Venue for the submission of Tender document	Tender Box kept at Room No. 118, Section Officer (Stores), ICMR-National Institute of Research in Tribal Health, Nagpur Road, P.O. Garha, Jabalpur (M.P.) - 482003.
13.	Mode of submission of Tender	By Speed Post/Registered Post/ Courier/by hand

**Notes:-**

1. The Director, ICMR-NIRTH reserves the right to accept/reject any or all the Tenders without assigning any reason.
2. The Director, ICMR-NIRTH reserves the right to cancel the tender without assigning any reason at any stage of the tender process.
3. Notifications related to addendum/deletion/corrigendum/cancellation of the entire tender process and award of contract will only be published on the institutional website (<https://www.nirth.res.in/>). No further notification will be published in the news-papers or any other web portal.
4. The Director, ICMR-NIRTH, reserves the right to withdraw/cancel the tender if it is found in violation of terms and conditions of this document or any information given in the tender document which prima facie appears to be false/wrong.
5. Bidders are requested to follow the instructions carefully as per the tender document.

**Sr. Administrative Officer**

### **Instructions to the Bidders**

1. The Director, ICMR-National Institute of Research in Tribal Health, Jabalpur (ICMR-NIRTH) invites sealed tenders in **Double Bid System(Technical Bid and Financial/Price Bid)** from the reputed and experienced agencies/firms/companies for Comprehensive Annual Maintenance Service Contract for **Air conditioners** installed in this Institute as per details (**Annexure — A**) for a period of **one (1) year** from the date of award of contract.
2. Complete Tender Document can be downloaded from the website of the Central Procurement Portal (CPP) (<https://eprocure.gov.in/epublish/app>), ICMR Headquarter, New Delhi (<https://main.icmr.nic.in/>) and ICMR-National Institute of Research in Tribal Health, Jabalpur (<https://www.nirth.res.in/>).
3. The tender is to be submitted in two parts comprising Part-I: Technical Bid & Part-II: Financial/Price Bid. The Part-I (Technical Bid) should contain Annexure-I along with the EMD of Rs.10,000.00 (Rupees Ten Thousand Only) or valid document claiming exemption from paying EMD (as the case may be) and statement showing compliance with the criteria/ detailed technical specifications as per Serial No. 8.1 and 8.2 below and Notice Inviting Tender (NIT). The Part-II (Financial/Price Bid) should contain only the price offered as per attached 'Rate Schedule' (Annexure-II) format. Both the parts should be properly marked and enclosed in separate sealed envelopes for their proper identification. The envelopes super scribed TECHNICAL BID and FINANCIAL/PRICE BID should again be sealed in another envelope superscribing the “**Tender Number**” and “**Hiring of Vehicle**”. The Part-I (Technical Bid) will be opened in presence of the tenderers or their authorized representatives(only one with authority letter from bidder as per Annexure-VI and proof of identification) on the date of tender opening and the Part-II (Financial/Price Bid) after evaluation of Part-I. The Part-II of only those tenderers shall be opened who are found technically qualified to carry out the work, for which prior intimation will be given indicating the date and time of price bid opening.
4. The interested Companies/Firms/Agencies can submit the tender documents by hand/post addressed to the Director, ICMR-National Institute of Research in Tribal Health, Jabalpur (ICMR-NIRTH) Nagpur Road, P.O. Garha, Jabalpur(M.P.) 482003 complete in all respect along with Earnest Money Deposit (EMD) of Rs.10,000/- (Rs. Ten thousand only), refundable (without interest) along with other requisite documents and drop or post the same in the Tender Box kept at the Room No. 118, Section Officer (Stores), ICMR-NIRTH, Nagpur Road, P.O. Garha, Jabalpur (M.P.) 482003.
5. **The last date of receipt of tender is 17 November 2020 (Tuesday) at 11:00 AM. No tender will be accepted after 11:00 AM in any circumstances including postal delay.**
6. The Technical Bids will be opened by the Tender Opening Committee at ICMR-NIRTH, Jabalpur on **17 November 2020 (Tuesday) at 02:00 PM.**
7. **GENERAL INSTRUCTIONS**
  - 7.1. For the Bidding/Tender Document Purposes, the ICMR-NIRTH shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor' and/or 'Bidder' or interchangeably.
  - 7.2. While all the efforts have been made to avoid errors in the drafting of the tender document, the Bidders are advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
  - 7.3. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of contract/bids not meeting the minimum eligibility criteria/bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents, are liable to be rejected.
  - 7.4. For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement to the ICMR-NIRTH. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
  - 7.5. The contract shall be awarded to the selected bidder(s) on fixed rates for a period of one (1) year from the date of the award of the contract. However, the period of the contract may be further extended provided the requirement of the ICMR-NIRTH, Jabalpur persists at that time or may be curtailed, terminated earlier owing to deficiency in service or substandard quality of work by the selected company/Firm/Agency.
  - 7.6. The prospective bidders are free to seek any clarifications/see the kind of requirement ICMR-NIRTH is looking for. For this purpose, Section Officer (Stores), ICMR-NIRTH, Jabalpur (0761-2370800 extn. 331, 0761-2370845) may be contacted with prior appointment on any working day between 2 PM to 4 PM from **12/10/2020 to 06/11/2020**.
  - 7.7. The rates may be quoted as per Annexure-II, Taxes if any, may be specifically and separately indicated in the quotation. In case of no separate mention of Tax, Rates will be presumed to be all inclusive & assessment will be made accordingly.
8. **MINIMUM ELIGIBILITY CRITERIA**
  - 8.1. The following shall be the minimum eligibility criteria for selection of bidders at bid stage of the bidding process:

- a. The Bidder shall have experience in the similar field in the Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-Bodies/ PSUs/ Government Universities and/or for ICMR-NIRTH or its laboratories/ Institutes /Centres for the last three (3) years.
  - b. The Firm/Agency must own or have on company lease, fleet of minimum of five vehicles (engine 1800cc to 3000 CC) of commercial taxi registered in its own name/firm. A list of such types of vehicles containing details of make/model of vehicle, type of fuel and date of registration with attested copies of RC should be attached with the Bid.
- 8.2. Documents supporting the Minimum Eligibility Criteria to be attached with Technical Bid (Part I) document:
- a. In proof of having fully adhered to minimum eligibility criteria at 8.1(a), following documents shall be acceptable with the bid documents:
    - i) Self-attested and valid copy of PAN/TIN number and ITR of last 3 years
    - ii) Self-attested and valid copy of GST Registration Certificate
    - iii) Status: Whether proprietorship, partnership firm/company
    - iv) Self-attested and valid copies of the award letter from Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ institutes /centres for the last 3 years
    - v) Self-certification to the effect that the firm has not been banned/black listed by any Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ institutes /centres in the past (Annexure-III).
  - 8.3. Tenderer shall submit a declaration to the effect that his no close/nearest relative working in the client department (Annexure-VII)

***Note:-If any of the above listed documents as mentioned under Sr. No. (i) to (v) are not submitted, the tender will be rejected without assigning any reason, and no correspondence will be entertained.***

#### **9. EARNEST MONEY DEPOSIT (EMD)**

- 9.1. The EMD amount of Rs. 10,000/- (Rs. Ten thousand only) or the proof of the same must accompany Part-I (Technical Bid) failing which the tender shall be rejected outrightly.
- 9.2. EMD of Rs.10,000/- (Rs. Ten thousand only) has to be submitted in a separate cover along with Technical Bid only, in form of banker's cheque / demand draft/ fixed deposit receipts/bank guarantee drawn in favour of the Director, ICMR-National Institute of Research in Tribal Health, Jabalpur payable at Jabalpur (having validity must be upto 5 months from last date of submission of tender). The EMD may also be remitted electronically through RTGS / NEFT to Account Name: Director, ICMR-NIRTH, Jabalpur (Miscellaneous A/c) Account No. 38989533545, State Bank of India, Medical College Branch, Jabalpur, IFSC Code SBIN0001445 (Copy of proof for having transfer EMD amount to be enclosed). While transferring the EMD through RTGS/NEFT, please mention the name of firm/agency/company in the narration.
- 9.3. The EMD shall be refunded to unsuccessful tenderer after finalization of the tender.
- 9.4. The Bidders, who want to claim exemption from paying EMD should submit copies of valid documents issued by concerned & appropriate government authorities. In case where, EMD or Valid Documents in support of claiming exemption for paying EMD are not found, bids will be rejected at the time of opening of technical bid of the tenders.
- 9.5. The EMD shall be forfeited if any tenderer withdraws his offer before finalization of the tender or fails to submit work order acceptance. Any request by the bidders to consider their EMD or security deposit or payment of any pending bill furnished by them to ICMR-NIRTH, Jabalpur for any other contract/tender cannot be considered as EMD for this tender.
- 9.6. The EMD shall be forfeited in the following case:
  - i) If the bidder withdraws his/her bid during the period of validity of the bids specified by the bidder in the bid form; or
  - ii) In case of successful bidder; if the bidder
    - a) Fails to accept the award letter based on his/her offer (bid);
    - b) Fails to furnish required Performance Security Deposit in accordance with the terms of Tender Document within the time frame specified by the client; or
    - c) Fails or refuses to honour his/her own quoted prices for the services of part thereof
- 9.7. No claim shall lie against the ICMR-NIRTH in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable in EMD.
- 9.8. Tenders received after due date and time, without EMD or DD/TDR incorrectly addressed or Valid Exemption Documents and incomplete tenders shall be summarily rejected.

## **10. PERFORMANCE SECURITY**

- 10.1. The firm/agency/company (successful Bidder) will be required to furnish performance security in the form of performance bank guarantee (Annexure-V) through a nationalized / scheduled bank for a sum equal to Rs. 5000/- (Rs. Five Thousand Only) within 30 days of award of contract valid for a period of 60 days beyond the contractual period (expiry date of contract). In case the contract is extended beyond the initial period of one year, the performance bank guarantee will have to be accordingly renewed by the successful bidder.
- 10.2. The 'Bank Guarantee for Performance Security' will be forfeited by order of the Competent Authority of ICMR-NIRTH, in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance.

## **11. VALIDITY OF BIDS**

- 11.1. The bid shall be valid for a period of 90 (ninety) days from the date of opening of the tenders. In exceptional circumstances the ICMR-NIRTH may ask the bidder to extend the validity of Bid. The validity of bid security shall also be suitably extended. However, a bidder will not be permitted to modify its bid. In case, client call the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 11.2. The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.
- 11.3. No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained.

## **12. PREPARATION OF BIDS**

- 12.1. Language: Bids and all accompanying documents shall be in English or in Hindi.
- 12.2. No overwriting or correction of any type either using white fluid will be accepted.
- 12.3. All the pages of tender documents should be signed, and properly numbered and total number of pages must be indicated on the forwarding letter.
- 12.4. Bidder should sign and stamp on all pages of this tender document as a token of acceptance of all terms and conditions stated therein.
- 12.5. **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount.
  - a) Technical Bid Submission Form duly signed by the person authorized to sign the tender bids;
  - b) Earnest Money Deposit of Rs.10,000/- (Rs. Ten thousand only);
  - c) All self-attested and valid supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section -8 above.
- 12.6. **Financial/Price Bid:** Bidder shall prepare the financial Bid in the Price Schedule as provided in the Tender Document.
- 12.7. The tenderer shall quote rates both in figures and words. The tenderer shall also work out the amount for each item of work and write in both figures and words. On check if there are difference between the rates quoted by the tenderer in words and in figures or in the amount worked out by them, the following procedure shall be followed.
  - a) When there is difference between the rates in figures and in words, the rates, which correspond to the amount worked out by the tenderer, shall be taken as correct.
  - b) When the amount of an item is not worked out by the tenderer or it does not correspond with the rate written either in figure or in words the rate quoted by the tenderer in words shall be taken as correct.
  - c) When the rate quoted by the tenderer in figures and in words tallies but the amount is not worked out correctly the rate quoted by the tenderer shall be taken as correct and not the amount.
- 12.8. Except writing rates and amount, the tenderer should not write any conditions or make any changes, additions, alterations and modifications in the printed form of tenders. Tenderers who are desirous to offer rebate, should mention it separately in the covering letter submitted along with the tender.
- 12.9. All the pages of quotations including the supportive documents submitted therein must be duly signed and stamped failing which the offer shall be liable for rejection.

## **13. BID OPENING PROCEDURE**

- 13.1. The Technical Bids will be opened by the Tender Opening Committee at ICMR-NIRTH, Jabalpur on **17 November 2020 (Tuesday) at 02:00 PM** in the presence of such bidders, who may wish to be present themselves personally or through their representatives.
- 13.2. The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the Financial Bids shall be intimated to the technically qualified bidders in due course.
- 13.3. Absence of bidder or their representative shall not impair the legality of the opening procedures.
- 13.4. After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.



- 13.5. Bids shall be declared as valid or invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of valid Bid.
- 13.6. The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, and time remaining unaltered.
- 14. CLARIFICATION ON TECHNICAL BID EVALUATION:**
- 14.1. The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- 14.2. If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
- 14.3. Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 8.
- 15. TECHNICAL BID EVALUATION (SEGREGATED TYPE)**
- 15.1. The bidder(s) who will qualify in the technical evaluation stage shall only be called for opening of Financial Bids. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
- 16. FINANCIAL BID OPENING PROCEDURE**
- 16.1. The Financial Bids of all the technically qualified bidders shall be opened on the appointed date and time in the presence of the qualified bidders/their representatives, who choose to be present at the time of opening of the financial bids.
- 16.2. Absence of bidders or their representatives shall not impair the legality of the process.
- 16.3. The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.
- 17. RETURNING OF EARNEST MONEY DEPOSIT (EMD)**
- 17.1. The Earnest Money Deposit of the unsuccessful bidders in the Technical Bid evaluation stage shall be returned at the earliest after opening of the eligible Financial Bids.
- 17.2. The Earnest Money Deposit of the unsuccessful bidders in the Financial Bid evaluation stage shall be returned on award of contract to the successful bidder.
- 17.3. The Earnest Money Deposit (EMD) of all the bidders shall be returned, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of financial bids.
- 18. COMMENCEMENT OF SERVICES**
- The contract shall become legally binding and in force only upon:
- 18.1. Submission of Performance Security Deposit
- 18.2. The successful firm/agency/company will be required to start working immediately from the date of award of the Contract. The ICMR-NIRTH, Jabalpur shall, however, has the right to terminate the contract at any time.
- 19. VALIDITY OF CONTRACT**
- 19.1. The period of contract will be one (1) year from the date of the award of the Contract.
- 19.2. The contract shall automatically expire unless extended further by the mutual consent of contracting agency and ICMR-NIRTH, Jabalpur.
- 19.3. The period of the contract may be curtailed/ terminated earlier owing to deficiency in service or substandard quality of work by the selected Firm. The ICMR-NIRTH, Jabalpur however, reserves right to terminate this initial contract at any time after giving one-month notice to the selected Firm.
- 20. PAYMENTS**
- 20.1. The payment will be made on monthly and/or daily basis on submission of pre-receipted bill(s) duly supported by duty slip(s)/log sheet(s) duly signed by the concerned officers.
- 20.2. No extra night charges will be payable for Local duties.
- 20.3. All payments shall be made in Indian currency by means of Electronic Clearance service (ECS) or Cheque in the name of firm.
- 20.4. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this ICMR-NIRTH, Jabalpur.
- 20.5. No advance payment(s) will be made in any case whatsoever.
- 20.6. The payment will be made on submission of the following documents, whichever applicable by the Firm/Agency (successful bidder) to the paying authority (DIRECTOR, ICMR-NIRTH, Jabalpur) alongwith the bill.

- i. Ink-signed copy of commercial invoice/bill of the agency (successful bidder).
- ii. Details for electronic payment viz. account holder's name, bank name, branch name and address account type, account number, IFSC Code, MICR Code (if these details are not incorporated in contract).
- iii. Any other document/certificate that may be provided for in the contract.
- iv. User acceptance where applicable.

**21. TERMINATION**

- 21.1. In case of breach of any of terms and conditions of the contract by the selected firm, the competent Authority of the client shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the client in that event and the Performance Security deposit in the form of Fixed Deposit Receipt shall be forfeited and en-cashed. The decision of the Director, ICMR-NIRTH, Jabalpur will be the final.
- 21.2. The contractor goes bankrupt and becomes insolvent.
- 21.3. The ICMR-NIRTH, Jabalpur reserves right to withdraw/relax any of the terms and conditions mentioned in the tender document so as to overcome the problem encountered by the contracting parties.

**OTHER TERMS AND CONDITIONS**

22. Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
23. The tenderer who is found successful and awarded the contract shall have to execute an Agreement with ICMR-NIRTH on a Non-Judicial Stamp Paper of Rs.100/- (As per Annexure-IV).
24. The successful tenderer/agency shall not engage any sub-agency or sublet any other work or any part of its or transfer the contract to any other person/firm/agency in any manner. The agency shall not be permitted to transfer their rights and obligations under the contract to any other person/organization or otherwise.
25. The tender is not transferable. Only one tender shall be submitted by one bidder.
26. Canvassing in any form is prohibited and the tenders submitted by the contractor who resort to canvassing is liable for rejection.
27. The contract shall normally be awarded to the lowest evaluated bidder whose bid has been found to be responsive and who is eligible/qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender document.
28. The Director, ICMR-NIRTH reserves the right to accept or reject any or all the offers without assigning any reason.
29. The Director, ICMR-NIRTH does not bind himself to accept the lowest tender and reserves the right to accept or reject, in part or full, any or all the tenders received without assigning any reasons.
30. The Director, ICMR-NIRTH reserves the right to alter/ modify any or all conditions of this tender notice.
31. The period of contract shall be initially for one year, and can be terminated by the Director, ICMR-NIRTH by giving one-month notice to the agency.
32. The first 03 months of the contract period will be considered as trial period and contract will be continued only after satisfactory completion of the trial period.
33. The agency may discontinue the contract at any point of time by giving a notice at least 60 days before the intended date for discontinuation. However, the agency will forfeit the security deposit submitted by it, in case of discontinuation without a notice or a notice less than 60days prior to the intended date of discontinuation. The ICMR-NIRTH, Jabalpur reserves the right to claim the damages and recover them from the payments due to the agency or by any other means, in addition to forfeiting the security deposit of the agency
34. The Contractor shall be responsible for payment of wages/settlement of dues with workers engaged by the firm as prevailing labour/wage laws in force as per Government of India norms and ICMR-NIRTH shall not be a party to any dispute between the contractor and workers.
35. No increase in amount shall be considered at all during the currency of the Annual Contract. No other charges like transportation fare etc., will be payable.
36. Name of the proprietor, Residential and official Address and Telephone numbers of the firm to be given on the letterhead of the firm.
37. The rates quoted shall remain in force for the full period of contract.
38. The Annual Contract shall be operative immediately after award of the contract. The ICMR-NIRTH shall, however, has right to terminate the contract at any time if the service of the firm is found unsatisfactory. In this respect the decision of ICMR-NIRTH will be final and binding on the contractor.
39. The tenderer should enclose a signed copy of the terms and condition stipulated for award of the contract conveying his acceptance of the same (Annexure I-a).
40. In case it is found that the selected firm is engaged in malpractices, the contract will be terminated and they will be banned from having business relations with the ICMR-NIRTH.
41. If the firm commits breach of any of the terms and conditions or is not able to complete the work in time or the quality of work is not of the desired level, the contract will be cancelled and security deposit shall be forfeited and the work will be assigned to another firm at the risk and cost of the firm.

42. The rates quoted must be, in whole rupee. It may specifically be noted that the quotations having unrealistic, impractical and non-serious prices i.e. "free" or "complementary" just for the sake of vitiating the whole Tender Process and for grabbing the contract, are liable to be ignored/rejected.
43. The contractor shall not sub-contract or sub-let, transfer or assigns the contract or any other part thereof. In the event of the contractor contravening this condition, the client shall be entitled to place the contract elsewhere on the contractor's risk and cost and the contractor shall be liable for any loss or damage, which the client may sustain in consequence or arising out of such replacing of the contract.
44. Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication of the arbitration of a sole arbitrator to be appointed by the Director, ICMR-NIRTH, Jabalpur in accordance with the provisions of the Arbitration and Conciliation Act 1996 and Rules made thereunder including any modifications, amendments and future enactments thereto. The venue of the arbitration will be Madhya Pradesh and the decision of the arbitrator shall be final and binding on the parties.
45. Jurisdiction of Court: This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Hon'ble High-Court of Madhya Pradesh, Principal bench Jabalpur.
46. All the tenderers are requested to read and understand the terms and conditions of the contract as detailed out in the foregoing paragraphs before sending their quotations, as no change or violation of the aforesaid terms & conditions are permissible once the quotation is accepted by ICMR-NIRTH, Jabalpur.
47. No payment shall be made in advance nor any loan from any bank or financial institution shall be recommended on the basis of the order of award of work.
48. The competent authority of the Institute shall be at liberty to withhold any of payment in full or in part subject for recovery of penalties mentioned in preceding paragraph.
49. Any matter for which no specific instruction has been given shall be decided by ICMR-NIRTH, Jabalpur and the decision shall be final and binding on all bidders.

**Sr. Administrative Officer**



### Annexure A

1. The ICMR-National Institute of Research in Tribal Health (ICMR-NIRTH), Jabalpur required vehicles on monthly and/or daily basis in eight districts of Madhya Pradesh (Jabalpur, Gwalior, Shivpuri, Datia, Sheopur, Bhind, Murena and Guna) on local/outside basis.
2. The ICMR-National Institute of Research in Tribal Health (ICMR-NIRTH), Jabalpur generally require vehicle for carrying out research-oriented work/tour in and around areas (rural/urban/tribal areas) of Madhya Pradesh, Chhattisgarh, Odisha, Rajasthan and other states of the Nation under taxi permit (All India).
3. The type of vehicle requires are Innova, Scorpio, Bolero, Tavera, Mini Bus (16-seater), Traveller (12-seater), Toofan (14-seater), Pickup van.
4. The vehicle provided by the contractor must be road worthy, in excellent condition and the year of registration of the vehicle should not be before 2018 and must have proper and complete documents, which should be shown to the user if asked for. No payment shall be made on account of vehicles rejected.
5. The vehicle registered under Taxi Permit only should be provided. Private vehicle shall not be accepted and payment for such vehicle will not be made.
6. The vehicle will meet all the necessary compliance of statutory requirements like pollution, emission, noise etc.
7. All expenditure in connection with Petrol/ Diesel/ CNG, Pollution check, maintenance of vehicle, road taxes, insurance and any other incidental expenditure shall be borne by the service provider.
8. The provided vehicle must be fully and comprehensively insured covering the risk to the driver.
9. In case of break down or disruption due to any other reason, the vehicle shall be replaced by a substitute vehicle & driver immediately so that there shall be no loss of time.
10. The meter reading should tally the actual distance of run at any instant and authorized officer shall have full power to check up the meter for its correctness and to take action accordingly.
11. This ICMR-NIRTH will not be responsible for any challan, fine, loss damage or accident to the vehicle or to driver.
12. During the period of contract, no request for increase in the tariff will be entertained on any account.
13. The vehicle sent to the office/tour/field on requisition must have all relevant documents like registration book/driving license/insurance road tax/receipt permit fee/ passenger tax/border tax/toll tax/ etc. The vehicle should be licensed and shall conform to all Government Rules and Regulations being in force from time to time.
14. The details of vehicle (at least 5) along with photocopies of registration book/RC should be attached with of the tender (Technical/Qualification Bid).
15. Vehicle to be provided by the Contractor should be in perfectly sound working condition and suitable for use by Officers/staff. Dirty, noisy, and not well-maintained vehicle shall be rejected and no payments shall be made for the same.
16. The daily record indicating date & time, mileage and log book for each vehicle shall be maintained.
17. Telephone facility (24 hours) must be available with the Travel Agency/bidder/proprietor.
18. The driver provided by the contractor should fulfil the following conditions:
  - a Should be in possession of valid commercial driving license issued by RTO for the class of vehicle he is driving.
  - b Should wear uniform which should be properly washed and ironed.
  - c Should not smoke; chew Pan / Pan masala /Tobacco inside the car both while driving and otherwise.
  - d Should not indulge in any activity inimical to security of the officers traveling in his car.
  - e Should be in possession of Mobile phone with valid connection.
19. The names of addresses of the drivers should also be furnished in advance to the ICMR-NIRTH, Jabalpur.
20. The rates should be quoted inclusive of all expenses such as POL, Taxes, fuel, maintenance, repair and servicing, driver batta etc.
21. Toll fees and parking charges shall be reimbursed by this office against the production of proper bills.

**ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID**

1. Self-attested and valid copy of PAN/TIN number and ITR of last 3 years
2. Self-attested and valid copy of GST Registration Certificate
3. Status: Whether proprietorship, partnership firm/company
4. Self-attested and valid copies of the award letter from Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ institutes /centres for the last 3 years
5. Self-certification to the effect that the firm has not been banned/black listed by any Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ institutes /centres in the past(Annexure-III).
6. Details of vehicle (at least 5) along with photocopies of registration book/RC should be attached with of the tender.
7. EMD amount or proof of same( Please see clause 6)

**Annexure I**  
**APPLICATION - TECHNICAL BID**

Tender Reference No.....

For hiring of vehicles in ICMR-National Institute of Research in Tribal Health, Jabalpur (ICMR-NIRTH)

1. Name of Tendering Company/ :  
Firm/Agency  
(Attach certificate of registration)
2. Name of proprietor/Director of Company/ :  
Firm/ Agency
3. Full Address of Reg. Office :  
Telephone No :  
FAX No :  
E-Mail Address :
4. Full Address of Operating/ Branch Office :  
Telephone No :  
FAX No :  
E-Mail Address :
5. PAN / TIN number :  
(Attach self-attested copy)
6. GST No. :  
(Attach self-attested copy)
7. Self-certification to the effect that the firm has not been banned/black listed by any Ministry/Department in the past (Annexure-III).
8. Give details of the major similar contracts handled by the tendering Company / Firm / Agency during the last three years from Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ institutes /centres in the following format:

<u>Sl. No.</u>	<u>Details of client along with address, telephone and FAX numbers</u>	<u>Duration of Contract</u>	
		<u>From</u>	<u>To</u>
1.			
2.			
3.			

(if the space provided is insufficient, a separate sheet may be attached)
9. Additional information, if any (Attach separate sheet, if required)
10. Details of Earnest Money Deposit: Rs. 10,000/- (Rupees Ten thousand only) D.D. No.....Date.....Drawn of Bank.....

Date:  
Place:

Signature of authorized person with Stamp

**(Annexure-I-a)**  
**DECLARATION**

1. I.....Son / Daughter / Wife of Shri  
.....Proprietor/Director/authorized signatory of the agency/Firm,  
mentioned above, is competent to sign this declaration and execute this document;
2. I have carefully read and understood all the terms and conditions of the tender for hiring of vehicles by the  
ICMR-NIRTH, Jabalpur and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of  
my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information /  
fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution  
under appropriate law.

Date

Signature of authorized person

Place

with Stamp



**Annexure II**  
**APPLICATION - FINANCIAL BID**

Tender Reference No.....  
For hiring of vehicles in ICMR-National Institute of Research in Tribal Health, Jabalpur (ICMR-NIRTH)

Name of the Agency/Firm/Company:.....

Out station option (O): Rates per vehicle (Including GST)

Make/Model	Rate for Outstation per Km (In words & figure.)	Night Charges (In words & figure.)
Toyota Innova / Fortuner/Mahindra XUV 500/ MG Hector		
Chevrolet Tavera/ Mahindra Scorpio/Tata Harrier		
Mahindra Bolero		
Pick-up Van		
Traveller (14 Seater)		
Traveller (17 Seater)		

Monthly option (M): Rates per vehicle (Including GST)

Make/Model	Rate for 2500 Km or 250 duty hours in a month (In words & figure.)	Rate for each Km run beyond the 2500 Km (@ per KM) (In words & figure.)	Rate for each extra hour beyond 250 hours (@ per Hour) (In words & figure.)	Rate for each night Halt for outstation visit (In words & figure.)
Toyota Innova / Fortuner/Mahindra XUV 500/MG Hector				
Chevrolet Tavera/ Mahindra Scorpio				
Mahindra Bolero				
Pick-up Van				
Traveller (14 Seater)				
Traveller (17 Seater)				

Daily option (D): Rates per vehicle (Including GST)

Make/Model	Rate for full Day (12 hr and 100 Km) (In words & figure.)	Rate for each extra km run beyond 100 km(@ per km) (In words & figure.)	Rate for each extra hour beyond 12 hrs. (@ per Hour) (In words & figure.)
Innova-Toyota/ Mahindra XUV 500/Fortuner/ MG Hector			
Chevrolet Tavera/ Mahindra Scorpio			
Mahindra Bolero			
Pick-up Van			
Traveller (14 Seater)			
Traveller (17 Seater)			

\*Amount to be quoted both in words and figures.

Date:  
Place:

Signature of authorized person  
Name:  
Seal:

**Annexure-III**

Declaration of Clean Track Record (On Company / Firm's Letterhead)

Date:

To,  
The Director  
National Institute of Research in Tribal Health  
Nagpur Road, P.O.-Garha, Jabalpur- 482003

Sir,  
Sub: Tender Ref No..... for hiring of vehicles

I/We carefully gone through the Terms & Conditions contained in the above referred tender. I/We hereby declare that my Company/Firm is not currently debarred / black listed by any Ministries/ Departments/ Government/ Semi-Government Organizations / Central Autonomous-bodies/ PSUs/ Government Universities and/or for ICMR/NIRTH or its laboratories/ institutes /centres in India or abroad. I /We further certify that I'm competent officer in my Company / Firm to make this declaration.

Or

I/we declare the following

<b>Sl. No.</b>	<b>Country/State in which the company is debarred / blacklisted / case is pending</b>	<b>Black listed / debarred by Government / Semi Government Organizations / Institutions</b>	<b>Reason</b>	<b>Since when and for how long</b>

(NOTE: In case the Company / firm was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the Bidder)

Printed Name  
Designation

Seal

**Annexure-IV**  
**CONTRACT AGREEMENT**

**(Specimen to be executed in Rs.100/- non-judicial stamp paper)**

This Agreement is made at Jabalpur on \_\_\_\_\_ (Date and place of agreement) for the period of one year from \_\_\_\_\_ to \_\_\_\_\_ between the ICMR-NIRTH, JABALPUR hereinafter referred to as "First Party" which expression shall unless excluded by or repugnant to the context be deemed to include his successor in office and assigns on the one party and M/s \_\_\_\_\_ with its registered office at \_\_\_\_\_ which expression shall unless excluded by or repugnant to the context shall include its representative administrator, executives and assign on the second party.

WHEREAS the ICMR-NIRTH is desirous of giving a contract for hiring of vehicles at ICMR-NIRTH Complex, Nagpur Road, P.O.-Garha, Jabalpur-482 003 which is a constituent unit of Indian Council of Medical Research (ICMR) and whereas the Contractor has offered to provide commercial vehicles on hire bases for official use on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered established car rental / travel agency and is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the contractor at his own expenses, etc. and the contractor shall report the compliance thereof to the Director, ICMR-NIRTH, Jabalpur.

WHEREAS ICMR-NIRTH has agreed to award the contract of hiring of vehicles at ICMR-NIRTH, Nagpur Road, P.O.-Garha, Jabalpur-482 003.

Now, therefore, it is hereby mutually agreed as follows:

1. The Contractor shall during the period of this contract that is to say from \_\_\_\_\_ to \_\_\_\_\_ or until this contract is determined by such notice as herein after mentioned, will provide commercial vehicles not older than 2018-year model, on the rates accepted as described in financial bid to this agreement. It is agreed by the Contractor that number of vehicles required is likely to change and may be demanded according to the exigencies of service by ICMR-NIRTH, Jabalpur.
2. The Contractor shall comply with all the terms and conditions of Tender documents contained which are part and parcel of this agreement and forms integral part of this agreement and also the following.
3. The rates quoted will remain in force for the period of contract/extended period of contract with terms and conditions of contract on mutual consent of both the parties. No demand for revision of rate on any account shall be entertained during the contract period.
4. The authorities of ICMR-NIRTH shall place an order for their requirement and will receive acknowledgement from the contractor for supply of vehicles. It is anticipated that the contractor will supply vehicles to these authorities on regular basis until such time the contract is valid and the parties in agreement are satisfied with the performance of the contract.
5. The contractor agrees with the ICMR-NIRTH, Jabalpur and with each authority competent to order that every contract of hire order should be subject to the terms of this Agreement for vehicle Hire and in the event of a conflict between these terms and the terms in hire order, the terms of this Agreement for vehicle Hire shall prevail.
6. Contractor will provide vehicles to ICMR-NIRTH not older than year 2018 model, and registered for the commercial purpose only and taxes; insurance etc. due on such vehicles shall be the liability of the contractor.
7. The contractor should provide the particular model or make of vehicle as agreed upon in the contract. The ICMR-NIRTH, Jabalpur only reserves the right to substitute it with another similar vehicle. If for any reason whatsoever the ICMR-NIRTH is not happy with the condition of the vehicle provided, the contractor's nearest office will be informed immediately and they should accept and liability to replace it as per requirement. If for any reason the contractor is not in a position to provide a substitute vehicle as demanded by the ICMR-NIRTH then the ICMR-NIRTH will be free to engage a vehicle from the open market and debit the expenditure on account of it on the claims payable to the contractor.
8. Contractor will submit bills along with copy of order and duly signed log books to the Store Section of ICMR-NIRTH, Jabalpur on monthly basis for release of payment.
9. The driver of the vehicle shall be provided with the duty slips by the contractor where date, time, Km.. reading and places visited are to be filled in and signed by the users/ ICMR-NIRTH officials. On the basis of these duty slips, the bills shall be raised to ICMR-NIRTH by the contractor.
10. If the contractor fails to provide the vehicle to ICMR-NIRTH and if the service is not found satisfactory enough, the ICMR-NIRTH shall have the right to terminate the contract in whole or part.
11. In the event of any mechanical failure/ break down of vehicle after its reporting duty, the contractor shall arrange for replacement by another Commercial Vehicle. Non-compliance may attract penalty as per following

- a. In case of non- availability of suitable vehicle, a penalty up to Rs. 200/- may be imposed in addition to deduction on pro-rata basis for the period. If the number of break down exceeds three times in a month, a penalty of Rs. 300/- per break down shall be imposed.
  - b. In case of non-availability of vehicles during extra hrs. Penalty of Rs. 200/- per occasion shall be imposed.
12. In case of any accident resulting in loss or damage to property of life, the sole responsibility for any legal or financial implication would vest with the contractor. ICMR-NIRTH shall have no liability whatsoever.
  13. That contractor is liable for any legal dispute/cases/claims that have arisen or may arise during the currency of the agreement in respect of vehicles provided by contractor. ICMR-NIRTH will not be liable for any loss, damages, etc. suffered/ to be suffered by contractor or third party as the case may be.
  14. If for any reason the ICMR-NIRTH is dissatisfied in any way with the standard of the vehicle or felt deficiency in service during the hire period, it will be reported to the Contractor in writing. The Contractor without raising any dispute on such assessment by the ICMR-NIRTH regarding the standard of the vehicle provided or quality of service rendered by them may immediately replace it with another commercial vehicle on receipt of such complaint.
  15. The Contractor shall also be liable for all fines, penalties, and the like of parking, traffic and other criminal offences arising out of or concerning the use of the vehicle during the hire period. Any toll Charges or entry Taxes payable locally during the journey shall be borne by ICMR-NIRTH against all such liability.
  16. The Contractor shall not act as a broker for other hire companies or any individual and the contract will be valid only if the company signing the contract supplies the vehicles themselves from their own fleet.
  17. In the event of any question, dispute or difference arising under the agreement or in connection there with (except as to matter the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Director, ICMR-NIRTH, Jabalpur. In case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the function of the Director, ICMR-NIRTH, Jabalpur or by whatever designation such officers, may be called (hereinafter referred to as the said officer) and if the Director, ICMR-NIRTH, Jabalpur or the said officer is unable or unwilling to act as such, than to the sole arbitration of some other person appointed by the Director, ICMR-NIRTH, Jabalpur or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996.
  18. If the Contractor institutes any legal proceedings against the ICMR-NIRTH to enforce any of its rights under this agreement, it shall be in the legal jurisdiction of ICMR-NIRTH where the vehicle has been hired and not the place where the Contractor has his registered office.

For and on behalf of  
ICMR-National Institute of Research in Tribal Health,  
Nagpur Road, Jabalpur-482 003.

For and on behalf of the contractor \_\_\_\_\_

WITNESSES

1. Name: \_\_\_\_\_  
Address & Contact

Sign.: \_\_\_\_\_

Date:

2. Name: \_\_\_\_\_  
Address & Contact

Sign.: \_\_\_\_\_

Date:



**Annexure-V**  
**(To be typed on 100 rupees StampPaper)**

**Performance Security**

Bank Guarantee No.: \_\_\_\_\_  
Amount of Guarantee:Rs. \_\_\_\_\_  
Valid Upto: \_\_\_\_\_  
Guarantee Cover from: \_\_\_\_\_ to \_\_\_\_\_

**The Director,**  
**ICMR-National Institute of Research in Tribal Health,**  
**Ministry of Health, Govt. of India**  
**Nagpur Road, P.O. Garha, Jabalpur –482003**

This deed of guarantee executed by (Name of Bank) ..... Constituted under the (Bank Act) ..... having its Corporate Centre at ..... and amongst other places a Branch, ..... (hereinafter referred to as “the Bank”) in favour of **ICMR-National Institute of Research in Tribal Health – Jabalpur-482003.** (hereinafter referred to as “the Beneficiary”) for an amount not exceeding Rs.

.....(Rupees ..... ) at the request of (Name of Firm) ..... (hereinafter referred to as “the Contractors”).

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. .... (Rupees ..... ) and the Guarantee shall remain in full force upto ..... and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the bank on or before.....

Where as you have entered in to a contract reference No. .... Dated ..... With (Name of Firm) ..... for the “hiring of vehicle(s)” and where as (Name of Firm) ..... has undertaken to produce Bank Guarantee for the Rs. 5000/- (Rupees Five Thousand) to secure its obligations to **ICMR-National Institute of Research in Tribal Health – Jabalpur – 482003.** for the contract period from \_\_\_\_\_ to \_\_\_\_\_.

We, (Name of Bank) ..... Hereby expressly irrevocably and unreservedly undertake and guarantee as Principal obliges on behalf of (Name of Firm) ..... that in the event **ICMR-National Institute of Research in Tribal Health, Jabalpur-482003** declares to us through you that (Name of Firm) ..... has not fulfilled the obligations under the said contract to pay you on demand without any reference to M/s ..... an amount of Rs. .... (Rupees ..... ) Notwithstanding any right/disputes raised by (Name of Firm) ..... or any said or proceedings pending in any competent Indian Court or before any arbitration tribunal, your written demand shall be conclusive evidence to us that such payment is payable under the terms of the said contract and shall be binding in all respect onus.

We shall not be discharged or released from the aforesaid undertaking and guarantee by any arrangements, variations made between you and (Name of Firm) ..... indulgence to (Name of Firm) ..... by you with or without our consent and knowledge or by alterations in the obligations of (Name of Firm) ..... by any forbearance whether as to payment time performance or other wise.

We further agree and undertake not to revoke this guarantee before the same is discharged in writing by you. This guarantee shall remain valid until ..... Not with standing anything contained herein. Our liability under this guarantee is restricted to Rs. .... (Rupees ..... ). This Bank Guarantee shall be valid up to.....

We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if your serve upon us a written claim or demand and received by us or before ..... i.e. the date of expiry of this bank guarantee. The Bank Guarantee should be returned to us after the expiry date for cancellation purpose, even if the original guarantee is not returned, our liability on this guarantee ceased to exist.

Dated at ..... at this ..... Day of.....

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

(Signature of authorized officer of the Bank)

Witness (Name, Address & Signature)  
1.  
2.

**Annexure-VI**

(To be submitted on Agency's Letter Head)

To,

The Director  
ICMR-National Institute of Research in Tribal Health,  
Nagpur Road, P.O.-Garha,  
Jabalpur – 482 003.

**Sub: Authority letter for attending tender opening for tender ref. no. \_\_\_\_\_.**

Sir,

I hereby authorized Mr. \_\_\_\_\_ having Aadhar no./Voter Id/ Pan card (copy enclosed) \_\_\_\_\_ to attend tender opening on \_\_\_\_\_ at ICMR-National Institute of Research in Tribal Health, Jabalpur.

Name:

Seal:

Date:

Place:

**Annexure-VII**

**Certificate on Non-Participation of near Relatives in the Tender**  
(called for hiring of vehicles by ICMR-NIRTH, Jabalpur)

**CERTIFICATE**

I \_\_\_\_\_ S/o \_\_\_\_\_, R/O \_\_\_\_\_  
\_\_\_\_\_ hereby certify that none of my relative(s) is/are employed in ICMR-NIRTH, Jabalpur. In case at any stage, it is found that the information given by me is false/in-correct, ICMR-NIRTH, Jabalpur shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signed \_\_\_\_\_

For and on behalf of the Contractor

Name (caps) \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Note : In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and bid security/security deposit shall be forfeited at any stage whenever it is so noticed. The department shall not pay any damages to the company or firm or the concerned person. The company or firm or the persons shall also be debarred for further participation in the concerned unit.

**Signature of the Bidder**