



icmr
INDIAN COUNCIL OF
MEDICAL RESEARCH

NIE
NATIONAL INSTITUTE OF
EPIDEMIOLOGY

आई सी एम आर – राष्ट्रीय जानपदिक रोग विज्ञान संस्थान
स्वास्थ्य अनुसंधान विभाग, स्वास्थ्य और परिवार
कल्याण मंत्रालय, भारत सरकार

ICMR – NATIONAL INSTITUTE OF EPIDEMIOLOGY
Department of Health Research, Ministry of Health and
Family Welfare, Government of India



NIT No: NIE/Stores/E-publish-01/2023-24

Date: 11.05.2023

NOTICE INVITING TENDER
(LIMITED – E PUBLISH)

ICMR-NIE is inviting Limited Tender under two bid system for Engagement of DGR Sponsorship Security Agency for a period of one year among the agencies identified by Directorate General of Resettlement (DGR)

Critical Dates	Tender Issue Date	11/05/2023
	Tender Closing Date & Time	22/05/2023 & 05.30 PM
	Tender Opening Date & Time	23/05/2022 & 03.30 PM
	Pre-bid Meeting Date & Time	15/05/2023 & 11:30 AM

Content of the Tender documents:

- 1) Scope of the work
- 2) Bid Information and Instruction to bidders
- 3) Technical Bid – Annexure -1
- 4) Financial Bid – Annexure -2 & Format 1
- 5) Covering Letter – Format 2
- 6) Annual Turnover – Format 3
- 7) Declaration of Non-blacklisted – Format 4
- 8) Bid Security Declaration – Format 5
- 9) Performance Bank Guarantee – Format 6

Address for communication:

Administrative Officer
ICMR-National Institute of Epidemiology
Tamil Nadu Housing Board
Ayapakkam, Chennai 600 077
Ph: 044 26136213/262/270
Mail ID: stores@nie.gov.in, niestores2013@gmail.com

Note:

Any amendment to the Tender will be published only in the ICMR-NIE website:
<http://nie.gov.in>

It is the tenderer's responsibility to visit the ICMR-NIE website frequently to know about the latest updates/amendments/corrigendum/addendum/clarification, if any.

Administrative Officer

1. SCOPE OF WORK

ICMR-NIE invites sealed tenders under two bid system for Engagement of DGR Sponsorship Security Agency for a period ONE year.

1.1 The DGR sponsored Security Service providing agency must get themselves fully acquainted with size and location of ICMR-National Institute of Epidemiology (NIE) before submission of tender and rates quoted by them. Volume of work:

Sl. No.	Particulars	No of Service required
1	Ex-service Man (Unarmed Security Guard Male)	Six (06)

1.2 Location: Security Services are to be provided at the following office premises:

ICMR-National Institute of Epidemiology
R-127, Second Main Road, TNHB
Ayapakkam, Chennai 600 077

1.3 Period of Contract: The contract period will be initially for **ONE YEAR**, if services found satisfactory, the contract may be extended on yearly basis.

1.4 Payment Terms:

- a) Bidder will be eligible for revision of wages in lien with DGR Guidelines as issued from time to time.
- b) The bill of every month shall be prepared by the bidder considering DGR minimum wages, admissible allowances, statutory contributions etc. as stipulated by DGR in its Notice of Minimum Wages issued from time to time, on the basis of actual deployment.
- c) Bills to be submitted by the bidder along with following supporting documents:
 - i) Monthly attendance sheet duly certified and signed by the supervisor/in-charge
 - ii) Proof of Remittance for Provident Fund (EPFO)
 - iii) Proof of Remittance for Employee State Insurance (ESI)
 - iv) Proof of Comprehensive Insurance (whenever due)
 - v) Annual/Half Yearly returns (whenever due)
- d) Payment shall be subject to deduction of any amount for which the bidder is liable under the agreement against the contract. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) as per the Income Tax Act, 1961 including addendums from time to time and any other statutory taxes like GST, etc.
- e) Payment shall be made to bidder within 30 working days from the date of satisfactory receipt of the bill along with all the supporting documents only through Electronic mode.
- f) Payment will be made as per the terms of payment as specified under wage circular of DGR. Service charges for all DGR empaneled security agencies has been fixed to 10% for all the contracts till migration to GeM Portal.

1.5 Roles and Responsibility of Security Guards:

- a) To provide round the clock (24x7x365) safety and security of all land, buildings, fitting, furniture, plant and machinery, moveable and immoveable properties at the campus.
- b) To verify identity and allow employees inside campus to perform their official duty/work.
- c) To ensure that no employee is permitted beyond duty hours, except with special permission assigned by the appropriate authorities/designated Officers of the Institute.
- d) To record entry of employees attending work on holidays including the vehicles those are entering the campus.
- e) To inspect and monitor the vehicles entering and making exit from the campus. They shall ensure that nothing illegal or detrimental is done to the safety and security of the employees, as well as moveable and immovable properties of the Institute within the campus
- f) The Security staff shall permit entry to visitors/vendor after confirming from the concerned department/officers and make necessary entry in register. The register for this purpose and will provide to appropriate authority of the Institute as and when called for Security reasons/verification, etc.
- g) The Security staff shall allow the entry & exit of any Stores/Materials only after verifying the appropriate Gate Pass (Returnable/Non-returnable)/Delivery Challan. Before scrutiny of the Gate Pass/Delivery Challan, it will be compulsory for the security staff to physically verify and check the Stores/Materials.
- h) In case of natural emergencies like flood, fire, earthquake, etc., the security staff must be trained enough to evacuate the staff, moveable properties, etc and should initiate immediate action to inform the Police, Fire and other required departments as quick as possible as part of their quick action plan.
- i) The Security staff shall ensure to watch proper locking system of premises, common area etc. In case of any theft, breakage, pilferage of any fixture and / or fittings, furniture, equipment, instrument, machineries etc. the responsibility shall be of the Security personnel and they will immediately report the same to the appropriate authority of the Institute.
- j) The Security staff must be able to promptly answer query of visitors or telephone calls and have communication skill of replying in courteous manner.

1.6 Roles and Responsibility of Service Provider:

- a) Service provider shall employ only man power who has completed eighteen years of age and not above 65 years of age .Security agency shall only employ man power who satisfied the service provider about his character and antecedents and has completed the prescribed security training. Service provider shall only engage man power fulfilling such physical standards as prescribed in the PSRA 2005 and rules. Further man power shall satisfy any other conditions as may be prescribed in relevant rules.
- b) No person who has been convicted by a competent court or who has been dismissed or removed on grounds of misconduct, or moral turpitude while serving in any of the armed forces of the Union, State Police Organization, Central or State Governments or in any private security agency shall be employed or engaged by the service provider
- c) Service provider, while employing a person shall give preference to a person who has served as a member in Army ,Navy and Air force or other central paramilitary forces ,Central Police forces , even for posts which are not specifically indicated as that of Ex service man in the roles and responsibilities.
- d) The antecedents of security staff deployed shall be verified by the service provider from local police authority and an undertaking in this regard is to be submitted to the department and buyer department shall ensure that the service provider complies with the provisions .

- e) The service provider shall deploy his personnel only after obtaining the buyer department approval upon duly submitting curriculum vitae (cv) and police verification details of personnel. Buyer shall be informed at least one week in advance and service provider shall be required to obtain departments approval for all such changes along with their CVs
- f) The Service Provider shall provide proper uniforms, Identity Cards, badges, whistles, lathi, umbrellas, raincoat, Torch and other necessary gadgets etc. as per PSRA Act to Security personnel at their own cost for proper vigil of ICMR-NIE, Chennai.
- g) Applicable leave:
In case of services hired on annual basis and 5 working days, the employees will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the employees will be entitled to 15 days casual leave per year on pro-rata basis, in case of services hired for all 7 days also it shall be ensured that service personnel's are given at least 4 holidays in a month. The applicable casual leave is to be provided to the personnel and the payment for the applicable leave also shall be taken in to account for calculation of the payment to be made by the buyer.
- h) On days of National importance viz. 26th January, 15th August etc. the Security personnel will carry all codal formalities of hoisting the National Flag, marching parade, guard of honor, National Anthem etc. They shall wear washed - ironed uniform, polished shoes, Barrett cap etc. while executing the code of conduct of the ceremony.
- i) The contractor is responsible for deputing the guards / supervisors as per the duty requirement. In case of absence of any workmen, it will be obligatory on part of the contractor to provide replacement for the same.
- j) Any other security measures, as deemed fit, in case of security issues in the interest of the Institute.
- k) Insurance requirements.
Service provider shall be responsible for any insurance requirements for the man power deployed regarding accidents etc. No claim for any compensation or damages on account of any injury or death of man power while performing the duties shall be entertained by the buyer organization. Insurance requirements if any for the property or premises for which security is offered shall be the responsibility of the buyer

2. BID INFORMATION AND INSTRUCTION TO BIDDERS

2.1 Pre-bid Meeting:

The pre-bid meeting will be held on 15th May 2023 between 11 30 Hrs. to 12 30 Hrs. at ICMR- National Institute of Epidemiology, Chennai to address the queries of the bidders regarding the tender, if any.

The bidder can also join the meeting using the following:

Link: <https://echo.zoom.us/j/87185389919>

Meeting ID: 871 85389919

2.2 Responses to Queries and Issue of Corrigendum

- i. ICMR – NIE will endeavor to provide timely response to all queries. However, ICMR – NIE makes no representation or warranty as to the completeness or accuracy of any response made in good faith.
- ii. At any time prior to the last date for receipt of bids, ICMR – NIE may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Document by a corrigendum.
- iii. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on www.nie.gov website.
- iv. Any such corrigendum shall be deemed to be incorporated into this tender.
- v. In order to afford prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, NIE may, at its discretion, extend the last date for the receipt of Bids

2.3 BID format

The entire bid proposal shall be strictly as per the format specified in this Invitation for bids and any deviation may result in the rejection of the bid proposal.

- i. Technical Bid – Annexure 1
- ii. Financial Bid – Annexure 2 & Format 1
- iii. Covering Letter – Format 2
- iv. Annual Turnover - Format 3
- v. Declaration that the company has not been blacklisted in last three years -Format 4
- vi. Format for BID security Declaration- Format 5
- vii. Format for Performance Bank Guarantee - Format 6
- viii. Sponsorship Certificate by Directorate General Resettlement (DGR)
- ix. Copy of Valid Empaneled Certificate issued by DGR
- x. Copy of valid PASARA License for State (Tamilnadu) of operation of the security services

2.4 Validity of Bids

The validity of the bids shall be 90 days from the date of opening of bids.

2.5 Bidding Process:

- The bidders should submit their proposal in prescribed as per general format, scope, and comprehensive details. The bidders satisfying and accepting the terms and conditions of this document shall be short-listed and may be called for a presentation.
- The shortlisted bidders will be security vetted. Bidders who fail to clear the security vetting will be disqualified from further selection.
- ICMR-NIE reserves the right to change above bidding process.

2.6 Bid Security Declaration

Bidders are required to submit Bid securing declaration as per prescribed format. The scanned copy of Bid securing declaration shall be uploaded along with the bid document. By signing the bid security declaration, bidders are accepting that if they withdraw or modify their bids during the bid validity period, they will be suspended for a period of one year as specified in the prescribed format.

2.7 Method of submission

The Technical (Annexure I) and Financial bid (Annexure II) and other supporting documents should be sealed by the bidder/service providers in separate covers duly super-scribed "Engagement of DGR Sponsorship Security Agency". The tender must reach to the Communication address on or before **22.05.2023 at 05.30 PM**

i) **Technical Bid Cover** – Technical bid containing the details as per Format – 3 of Annexure -I and other annexures should be attached under Technical bid cover.

ii) **Financial Cover** – Format of the price bid given in Format – 5 of Annexure -II is should be attached under Price Bid Cover

Important Note: The bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner. Any deviation shall invite summary rejection of the bid.

2.8 Performance Guarantee

- i. The successful Tenderer shall, within 7 days from the date of receipt of communication of acceptance of quotes from NIE shall intimate his acceptance of the order. An Integrity Pact shall be submitted by the successful Tenderer.
- ii. The successful bidder shall be required to submit a **Performance Guarantee equivalent to 10% of the contract value** in the form of Bank Guarantee, Demand Draft issued by any Commercial Bank in India.
- iii. The performance Guarantee will remain valid for 60 days beyond the date of completion of all contractual obligations of the supplier.
- iv. The Performance security will be forfeited and credited to the Procuring Entity's account in the event of breach of contract by the contractor.
- v. The Performance Security will be refunded to the supplier without interest after the supplier duly performs and completes the contract in all respects.

Annexure I**TECHNICAL BID****(to be given by Bidders in Company letter head by Authorized Signatory)**

S. No.	Basic Requirement	Provided	Reference & Page Number
1.	Copy of Establishment Registration Certificate	Yes/No	
2.	Copy of valid GST Registration and PAN Card	Yes/No	
3.	Copy of MSME, NSIC, if any	Yes/No	
4.	Annual Gross Turnover Gross annual turnover for last three Financial years 2020-21, 2021-22 and 2022-23 – Format 6	Yes/No	
5.	The firm should have minimum 3 years' experience in providing Service Copy of Work Order/Performance Certificate for the FY 2020-21, 2021-22 and 2022-23	Yes/No	
6.	Copy of valid Sponsorship Letter issued by Directorate General Resettlement (DGR)	Yes/No	
7.	Copy of Valid Empaneled Certificate issued by DGR	Yes/No	
8.	Bid Security Declaration (Format -8)	Yes/No	
9.	As on date of submission of the bid, the firm should not be blacklisted by any Government entity in India and that there is no legal incapacity preventing the Bidder to enter into a contract.(Format – 7)	Yes/No	
10.	Copy of valid PASARA License for State (Tamilnadu) of operation of the security services	Yes/No	
11.	Acceptance of Terms and Conditions	Yes/No	

**Authorized Signature with Seal/Stamp
Name with Contact Number**

**FINANCIAL PROPOSAL
Covering Letter
(On Bidder's letter head)**

[Date and Reference]

To,
The Director,
National Institute of Epidemiology,
R127, Tamil Nadu Housing Board, Ayapakkam,
Chennai 600077
Tel./Fax No:.....

Sub: Response to Notice Inviting Tender for Engagement of DGR Security Agency at ICMR-NIE, Chennai

Dear Sir,
I/We, (Applicant's name) have uploaded the Financial Proposal for selection of my / our company for Engagement of DGR Security Agency at ICMR-NIE, Chennai as a Bidder.

I/ We agree that this offer shall remain valid for a period of 90 (Ninety) days from the date of opening of Bid or such further period as may be mutually agreed upon.

Yours faithfully,
(Signature, name and designation of the Authorized Signatory)

Note: The Financial/Commercial Proposal is to be submitted strictly as per forms given in the Notice.

FORMAT- 1

Subject: - Response to Notice Inviting Bid No. NIE/Stores/E-Pulishing-01/2023-24 Dated 11.05.2023 for Engagement of DGR Sponsorship Security Agency at ICMR-NIE,Chennai

Table-A: Cost Break up

Sl. No.	Particulars	Directorate of General of Resettlement Ministry of Defence Government of India, New Delhi W.e.f. 01.04.2023
		Per person and Per month charges Amount (Rs.)
1	Basic wages plus VDA	
2	House Rent Allowance (HRA) 24% of Basic + VDA or 5400 (whichever is higher)	
3	Medical allowance 8%	
4	Employee Provident Fund (EPF) (12% of Basic + VDA) (Rs.15,000/- wage ceiling)	
5	Employees Deposit linked Insurance (EDLI) (0.5% of Basic+VDA) - Wage ceiling Rs.15,000/-	
6	Administrative Charges (EPF &EDLI) (0.50% of Basic +VDA)	
7	Annual Bonus (8.33% per month [Basic + VDA]) or Rs.7000/- PA whichever is higher and max wages ceiling is Rs.21,000/- PM	
8	Uniform outfit Allowance (5% of Basic + VDA)	
9	Sub Total	
10	Relieving Charges 1/6th	
11	Total Cost per day	
12	Service Charges @ 10%	
13	Sum Total	
14	GST@18%	
15	Net Total	

Note:

1. Total cost shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
2. In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
3. All figures are to be rounded off to the nearest Rupee only. Any figures given in paisa will not be considered.
4. The L-1 bidder will be decided on the basis on total cost of services. No cost will be paid which is not mentioned in the price bid.

Authorized Signatory Name, Designation

Name of the Company & Address

FORMAT-2

Covering Letter

Date: _____

Reference No: _____

From: _____ [Insert name and address of Bidding Company]

Tel#:

Fax#:

Email address#

To,

Director,

National Institute of Epidemiology,

R127, Tamil Nadu Housing Board, Ayapakkam,

Chennai 600077

Subject: Response to Notice Inviting Bid No. NIE/Stores/E-Tender-01/2023-24 dated 11.05.2023 for Engagement of DGR sponsorship Security Agency at ICMR-NIE, Chennai – Reg.

Dear Sir,

We, the undersigned _____ [insert name of the Bidder] having read, examined and understood in details the notice hereby submit response to tender document. We confirm we have not submitted more than one response. We are submitting the Bid at ICMR– National Institute of Epidemiology.

1. We give our unconditional acceptance to the Notice Inviting Tender dated 11.05.2023 issued by ICMR – NIE and the same have been initiated by us and enclosed with the Bid.
2. We have enclosed Bid Security Declaration
3. We have submitted our Bid strictly as per Formats for Bid submission of this Bid document, without any deviation, condition and without mentioning any assumptions or notes in the said Formats. We are hereby submitting our Proposal, which includes Compliance to Eligibility Criteria, Technical bid and Financial/Commercial Bid uploaded online.
4. We hereby unconditionally agree and accept that the decision made by ICMR-National Institute of Epidemiology, Chennai in respect of any matter regarding or arising out of the Notice Inviting Bid shall be binding on us. We hereby expressly waive and withdraw any and all claims in respect of this process.
5. We are enclosing herewith our response to the tender document with formats duly signed as desired by you in the tender document for your consideration.

6. It is confirmed that our response to the tender document is consistent with all the requirements of submission as stated in the tender document and subsequent communications from ICMR-NIE.
7. The information submitted in our response to the tender document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the tender document.
8. We hereby declare that our company has not been debarred/ black listed by any Central/State Govt. Ministry or Department/Public Sector company/ Government autonomous body.
9. We confirm that all the terms and conditions of our Bid are valid upto_____ [insert date in dd/mm/yyyy] for acceptance (i.e. period of ninety (90) days from the date of opening of bids).

10. Contact Person

Details of representative to be contacted by ICMR - NIE are furnished

as under: Name: _____

Designation: _____

Company: _____

Address: _____

PhoneNos: _____

Mobile: _____

FaxNos:

_____ Email

l address: _____

11. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge, is materially inaccurate or misleading. Further, all the confirmation, declaration and representation made in our Bid are true and accurate. In case this is found to be incorrect after our selection as successful bidder, we agree that the same would be treated as a Seller's even to default.

Dated the day of, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

Format 3
Annual Turnover

It is hereby certified that the Gross turn over of M/s. _____(name of the bidder) from services for the last three years is as given below:

Annual Gross turnover for the last 3 Financial Years in Indian Rupees (in crore)			
Year (2020-2021)	Year (2021-2022)	Year (2022-2023)	

(Signature)

Name of Firm:

Seal

Format 4

Declaration that the Company has not been blacklisted in last three years

(To be submitted on the Letterhead of the responding SI)

{Place}

{Date}

To,

Ref: No: -----dated -----

Subject: Self Declaration of not been blacklisted in response to the Tender for Engagement of DGR Security Agency at ICMR-NIE, Chennai

Dear Sir,

We confirm that our company, M/s._____, is not blacklisted in any manner whatsoever by any of the State/UT and/or Central Government in India in last three years on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Further it is confirmed that there is no legal incapacity that will bar the Bidder from entering into a Contract or Agreement or to undertake the specified Scope of Work

Nm,

Place:

Date:

Bidder's Company Seal:

Authorized Signatory's Signature:

Authorized Signatory's Name and Designation:

Note: The Bidder shall necessarily provide a copy of 'Power of Attorney' authorizing the signatory for signing the Bid on behalf of the Bidder in its Bid.

FORMAT 5

BID SECURING DECLARATION

(to be given by Bidders in Company letter head by Authorized Signatory)

Date: [insert date (as day, month and year)]
Notice Inviting Tender No.: [insert number of No]

To
The Director
ICMR – National Institute of Epidemiology
Ayapakkam, Chennai – 77.

We, the undersigned, declare that:

We hereby agree that, our firm will be disqualified from bidding in any contract with NIE, Chennai for a period of One Year starting from the date that we receive a notification from NIE, under the bid conditions, which are as follows:

(a) have withdrawn/modified/amended, impairs or derogates from the tender conditions during the period of bid validity specified in the tender document; or
(b) having been notified of the acceptance of our Bid by NIE, Chennai during the period of bid validity,

- i. fail or refuse to execute the Contract Form, if required,
- ii. fail or refuse to furnish the performance security, in accordance with the tender terms and Conditions mentioned in the tender document,

(c) have breached a provision of the Code of Integrity specified in the tender document;

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

- i. our receipt of your notification to us of the name of the successful Bidder; or
- ii. thirty days after the expiration of our Bid.

Sign : [insert signature of person whose name and capacity are shown]

In the capacity of: _____

[insert legal capacity of person signing the Bid-Securing Declaration]

Name: _____

[insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of:

[insert complete name of Bidder] Dated on day of [insert date of signing] Corporate Seal

FORMAT- 6

PERFORMANCE BANK GUARANTEE (To be on Rs 100/- non-judicial stamp paper)

In consideration of the ----- [Insert name of the Bidder] (hereinafter referred to as selected Bidder') submitting the response to Bid inter alia for "Engagement of DGR sponsorship Security Manpower Agency at ICMR-NIE, Chennai in response to the Bid dated..... issued by ICMR- National Institute of Epidemiology, Chennai (herein after referred to as ICMR-NIE)and ICMR-NIE considering such response to the Bid of[insert the name of the selected Successful Bidder](which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting Successful Bidder/Trader and issuing Letter of award No.....to(Insert Name of selected Successful Bidder)as per terms of Bid and the same having been accepted by the selected Successful Bidder, M/s. -----, if applicable]. As per the terms of the tender, the_____[insert name, branch code & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to ICMR-NIE at [Insert Name of the Place from the address of ICMR NIE] forthwith on demand in writing from ICMR-NIE or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees----- [Total Value] only, on behalf of M/s_____[Insert name of the selected Successful Bidder]

This guarantee shall be valid and binding on this Bank up to and including..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. _____ (Rs. _____ only).

Our Guarantee shall remain in force until..... ICMR-NIE shall be entitled to invoke this Guarantee till

The Guarantor Bank hereby agrees and acknowledges that ICMR - NIE shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by ICMR-NIE, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to ICMR-NIE.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by [Insert name of the selected Successful Bidder]and/or any other person. The Guarantor Bank shall not require ICMR -NIE to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against ICMR-NIE in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Chennai shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly ICMR-NIE shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Successful Bidder , to make any claim against or any demand on the selected Successful Bidder or to give any notice to the selected Successful Bidder or to enforce any security held by ICMR - NIE or to exercise, levy or enforce any distress, diligence or other process against the selected Successful Bidder

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____(Rs. _____ only)and it shall remain inforce until.....

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if ICMR-NIE serves upon us a written claim or demand.

Signature _____
Name _____
Power of Attorney No.

For _____[Insert Name of the Bank]_____

Banker's Stamp and Full Address. Dated this _____ day of _____,20__ Witness:

1.
.....
..... Signature
Name and Address

2.
.....
..... Signature
Name and Address

Note:
1. The Performance Bank Guarantee shall be executed by any of the Nationalized Bank.