



आई सी एम आर - राष्ट्रीय प्रतिरक्षा रूधिर विज्ञान संस्थान

स्वास्थ्य अनुसंधान विभाग, स्वास्थ्य और परिवार  
कल्याण मंत्रालय, भारत सरकार

ICMR-National Institute of Immunohaematology

Department of Health Research, Ministry of Health  
and Family Welfare, Government of India.

## TENDER NOTICE

ICMR-NATIONAL INSTITUTE OF IMMUNOHAEMATOLOGY  
13<sup>th</sup> floor, New Multistoreyed Building,  
K.E.M. Hospital Campus, Parel, Mumbai - 400 012.

Tender Notice No. ICMR-NIIH/ Security Guards/2023-24/02

To,  
Sponsored /Registered Agencies of Directorate General Resettlement (DGR)

Subject: Tender Enquiry for engagement of Security Services Agencies  
Sponsored /Registered with DGR on Contract Basis at ICMR-  
NIIH, Chandrapur Centre.

Sir/Madam,

ICMR-National of Immunohaematology, Mumbai is functioning under the aegis of the Indian Council of Medical Research, Department of Health Research, Ministry of Health & Family Welfare, Government of India, and New Delhi.

We intend to invite Tender Enquiry to award annual contract to the DGR sponsored/registered agencies for Security Services at our Chandrapur Centre ICMR-Centre for Research Management and Control for Hemoglobinopathies Mouza Khutala, Plot no 33, Opp. of Narayana Vidyalaya, Ghuggus Road, Padoli, New Chandrapur, Maharashtra 442406. Agencies are requested to submit detailed bid in the prescribed format under **“Two Bid Systems in separate sealed covers i.e. Part-I Technical Bid Part-II Commercial Bid.”** Both the sealed covers should be kept in a big cover which should also be sealed & duly super-scribed as **“TENDER FOR SECURITY SERVICES at ICMR-NIIH Chandrapur Centre.”** The sealed tender document must be dropped in the tender box kept in Administration Department ICMR-NIIH Mumbai so as to reach this office well before the due date and time.

Tender to be submitted after inspection of the site any time between 09:00 to 16:00 hrs on any working days. Additional charges whatsoever shall not be payable by ICMR-NIIH, Mumbai.

Sr. No	Items	No of Post
01	Skilled and Highly Skilled Security Guards Manpower DGR Services required at <b>New Chandrapur Maharashtra</b> Center Security Supervisors 01 Security Guards 03	04

**TENDER SCHEDULE**

Sl. No	Activity Description	Schedule
1	Tender No	<b>ICMR-NIIH/Security Services/2024/02</b>
2	Sale or downloading of Tender Document	23rd January 2024 to 12th February 2024 <a href="http://www.niih.org.in">Tender document can be collected from ICMR-NIIH office or downloaded from our website www.niih.org.in</a>
3	Time and last date of depositing tender / bid	12 <sup>th</sup> February, 2024 upto 01:00 PM
4	Time and Date of Opening of Technical Bid	16 <sup>th</sup> February 2024 from 11:30 AM onwards
5	Time and Date of Financial Bid	The financial bids will be opened after evaluation of technical bid, tentatively on 5th October 2023 from 02:30 PM onwards
6	Minimum validity of tender offer	180 days from the date of Opening of tender
7	Estimated cost of tender	₹. 19,70,755/-
8	Amount of EMD to be deposited	NIL for DGR Sponsored Agencies
9	In case of any query, please contact on:	Landline: 02224138518/9685479368 Email: praveen1992.13@gmail.com
10	Duration of Contract	In the beginning, the contract shall be on a trial basis for three months only, and thereafter, it would be extended for a further period of nine months. If the services are found to be satisfactory during the trial period of the agency, the contract may be renewed at the discretion of ICMR-NIIH on year to year basis for a maximum period of two years, including the trial period
11	Cost of Tender Document	NIL for DGR Sponsored Agencies

## Section – I

### SCOPE OF WORK / CONTRACT

#### **PROVIDING ROUND THE CLOCK SECURITY SERVICES at ICMR-Centre for Research Management and Control for Hemoglobinopathies, Chandrapur.**

The DGR Sponsored Agency will have to provide high standard of trained and experienced Security Guards (without Arm), and Security Supervisor those who are 100% from ex-servicemen category, as required from time to time during the contract period by ICMR-Centre for Research Management and Control for Hemoglobinopathies, Chandrapur on the following terms and conditions:

- i. Providing round the clock (24x7x365) safety and security of all land (5 acres), buildings, fittings, furniture, plant and machinery, movable and immovable properties at ICMR-Centre for Research Management and Control for Hemoglobinopathies, Chandrapur.
- ii. Safety of plants, trees & shrubs, electric overhead installations, water pipelines, boundary walls etc. at ICMR-Centre for Research Management and Control for Hemoglobinopathies, Chandrapur and any fresh additions/installations thereto from time to time.
- iii. To identify and allow the employees of ICMR-Centre for Research Management and Control for Hemoglobinopathies, Chandrapur including outsourcing staff to perform their official work / duty.
- iv. The Security staff shall record the entry of employees including outsourcing staff attending work on holidays including the vehicles those are entering the campus.
- v. The Security staff will inspect, record and monitor the vehicle movement i.e. In & Out from ICMR-Centre for Research Management and Control for Hemoglobinopathies, Chandrapur.
- vi. The security staff shall permit entry to visitors / vendors after confirming from the concerned department / officers of ICMR-Centre for Research Management and Control for Hemoglobinopathies, Chandrapur issue Gate passes only to perform official works. They will maintain separate register for this purpose and will provide to appropriate authority of the Institute as and when called for security reasons / verifications etc.
- vii. The security staff shall allow the entry & exit of any stores / materials only after physical verification of the appropriate Material Gate Pass / Delivery Challan.
- viii. 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 quickly as possible as part of their quick action plan.
- ix. The Security staff shall ensure to watch the 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.
- x. The Security staff must be able to promptly answer query of visitors or telephone calls and have communication skill of replying in courteous manner.

- xi. The Institute will conduct surprise check/s at regular intervals by the authorized Officer. During this surprise check, if a Security Staff is found negligent / sleeping / drunk or consumption of any intoxicating product on duty, the Agency will have to withdraw the staff immediately from the premises forthwith. This may even entail cancellation / termination of contract henceforth.
- xii. The Agency shall provide proper uniforms, Identity Cards, badges, whistles, lathi, umbrellas, raincoat, Torch, baton and other necessary gadgets etc. to Security personnel for proper vigil of ICMR-Centre for Research Management and Control for Hemoglobinopathies, Chandrapur
- xiii. The Agency to ensure that all Security personnel deployed at the ICMR-Centre for Research Management and Control for Hemoglobinopathies, Chandrapur shall be in sound health, free from contagious disease, physically fit, well in shape, able to run, jump and grip. Apart from their respective C&A Report, the Agency shall submit the Medical Fitness Certificate to the Institute.
- xiv. 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 honour, National Anthem etc. They should wear washed ironed uniform, polished shoes, Barrett cap etc. while executing the code of conduct of the ceremony.
- xv. The contractor is responsible for deputing the guards / supervisors as per the duty requirement. In case of absence of any security personnel, it will be obligatory on part of the contractor to provide replacement for the same.
- xvi. Any other security measures, as deemed fit, in case of security issues in the interest of the Institute from time to time.

## **TERMS AND CONDITIONS OF CONTRACT**

This Invitation for tenders is open to DGR Sponsored agencies having experience in **Security Services** *the tenderer should fulfil the following eligibility criteria: -*

### **PERIOD OF CONTRACT:**

The Contract period will be initially for one year extendable up to one more year, if services are found satisfactory to provide Security Services at ICMR-Centre for Research Management and Control for Hemoglobinopathies Mouza Khutala, Plot no 33, Opp. of Narayana Vidyalaya, Ghuggus Road, Padoli, New Chandrapur, Maharashtra 442406.. The Institute reserves all the rights to extend or reduce the period of the contract at the discretion of the Director, ICMR-NIIH, Chandrapur Centre.

On the basis of DGR sponsorship letter only, the agency will participate and also be eligible for tender enquiry inviting for Security Services by the Principal Employer. DGR Sponsored agencies are not required to deposit Earnest Money Deposit (EMD) and Tender Fee.

Institute reserves the rights to terminate the contractor by giving one-month notice at any time on the ground of unsatisfactory services provided by the contractor/agency or any other ground detrimental in the interest of the Institute. The Institute will be sole the judge in this regard. Decision regarding whether the security service is effective / proper / timely maintaining etc. shall be with the Institute and will be final binding.

Agencies / interested may visit ICMR-Centre for Research Management and Control for Hemoglobinopathies on any working day between 09:00 to 16:00 hrs and quote their rates thereafter. The duly filled Tender should be accompanied by a certificate that the agency / contractor has visited the campus and understood the scope / nature of work. No claim what so ever shall be entertained regarding the ignorance about the site conditions on later date.

### **VALIDITY OF BIDS:**

1. Offer must be valid for six months from the date of opening of the Tender.
2. The Director, ICMR-NIIH, Chandrapur Centre does not bind to accept only the lowest quotation and reserves the right to accept or reject any Tender without assigning any reason thereof. Parallel contract may also be awarded to other Agency, as per the discretion of the competent authority of the Institute.
3. Any dispute arising out of the terms of this contract on the interpretation of any clause herein shall be settled by mutual discussion between the Institute and the Agency / Contractor. The Director, ICMR-NIIH, Chandrapur Centre will be the final authority in resolving such disputes and his decision will be binding on the agency.
4. The Agency / Contractor should possess the requisite registration license under Shop & Establishment Act, PSARA License, CLRA License, ESI, EPF Registration, PAN, GST, Professional tax, TDS and other relevant license from State / Central government departments as applicable from time to time. The Agency / Contractor will have to maintain registers / records as required under the provision of various acts and complete the formalities prescribed there under. ICMR-NIIH shall not be

responsible in any way for any breach of these rules and regulations by the Agency / Contractor. The tender with service charges less than the TDS value shall not be entertained and considered for further bidding process.

5. Any payment due to the workman employed by the Contractor shall be the sole responsibility of the Contractor. If penalized for non-compliance of any of the legal requirements, the contractor shall be responsible for the same and deal with them at its own level and costs, in no way putting any liability on the Principal Employer.
6. Contractor shall fully indemnify the Principal Employer against all the payments, claims and liabilities whatsoever, incidental or direct arising out of or for compliance with or enforcement of the provision of any of the Laws / Acts in relation to the Contract.
7. The Service provider shall employ only Security Guards who have been completed eighteen years of age and not above 55 years of age.
  - a) Security agency shall employ security personnel who satisfy about his/her character and antecedents and has completed the prescribed security training. The Service provider shall only engage manpower fulfilling such physical standards as prescribed in the PSRA 2005 and rules. Further manpower shall satisfy any other conditions as may be prescribed in relevant rules.
  - b) No person who has been convicted by the Court of Law 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 deployed by the service provider.
  - c) The Service provider, while employing a person shall deploy 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 ICMR-NIIH.
  - e) The service provider shall deploy his personnel only after obtaining the approval of ICMR- NIIH upon duly submitting curriculum vitae (cv) and police verification details of personnel. ICMR-NIIH shall be informed at least one week in advance and service provider shall be required to obtain approval of ICMR-NIIH for all such changes along with their CVs.
  - f) 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 the part of the contractor to provide replacement for the same.
8. The Contractor shall on his own cost, take necessary insurance coverage in respect of staff and other personnel for service to be rendered to the Principal Employer.
9. The contractor will deposit the GST with the concerned authority as applicable and submit the documentary proof of same to the Principal Employer from time to time.
10. The contractor shall ensure that all grievances and complaints of his workmen are redressed only by him and in no circumstances he shall allow to forward such

grievances to any of the authority of the Principal Employer.

11. Contractor shall ensure that the payment of wages to the workmen employed by him shall be made through Electronic Fund Transfer/ RTGS / NEFT and provide us with the bank statement copy for having transferred amount to each individual as proof.
12. Attendance register maintained for personnel deployed should be duly signed with In-Out Timings by the individual employees and countersigned by the representative of the Agency / Contractor and ICMR-NIIH.
13. All employees have to be paid wages, special allowance at rates, not lesser than the DGR approved wages / minimum rates prescribed by the Government under relevant rules from time to time. All the statutory payments and wages as per prevalent applicable Minimum Wages Act to its employee shall be the responsibility of the Agency / Contractor and the ICMR-NIIH shall not be responsible for any lapse on the part of the Agency / Contractor in this regard.
14. The contractor shall specifically ensure compliance with the following Laws / Acts and their Enactments / Amendments:
  - a) The Contract Labour (Regulation and Abolition) Act, 1970 (Central Labour).
  - b) The Contract Labour (Regulation and Abolition) Central Rules. 1971
  - c) The Minimum Wages Act, 1948
  - d) The payment of Wages Act, 1936
  - e) The Workmen's Compensation Act, 1923
  - f) The Employees' Provident Funds and Misc. Provision Act, 1952
  - g) The ESI Act, 1948
  - h) The Payment of Bonus Act, 1965
  - i) The Payment of Gratuity Act, 1976
  - j) GST Act
  - k) Income Tax Act
15. Contractor shall abide by provision of the other rules and regulation of Government issued from time to time to this effect.
16. The employees of the agency shall be covered by EPF & ESI as per their eligibility under EPF & ESI Act and appropriate deductions may be made from the salary / wages as per the provision of the payment of Wages Act.
17. None of the employees of the Agency / Contractor will have any right on facilities offered by the ICMR-NIIH to its staff. The deployed manpower shall not be treated or considered as employees of ICMR-NIIH under any circumstances.
18. In case of loss of property due to the theft / negligence of the agency / contractor during the contract period, the cost of properties shall be borne by the Agency / Contractor and such loss of property shall be recovered from the monthly bills or security deposit of the agency / contractor.
19. A clientele list with their name, address and telephone numbers where the agency / contractor is presently rendering its services / has rendered its services during the past three (3) years along with the performance certificate issued by such establishments

must be enclosed.

20. The employees engaged by the agency / contractor should observe the discipline and office decorum during their course of deployment.
21. Absence or deploying less or fewer personnel shall be liable for penal recovery from monthly bills.
22. Agency / Contractor should deploy reliable person after thoroughly checking their personal identity with police verification of each person employed. The credential of the employed contractual staff will be checked by ICMR-NIIH authorities. One set of verified documents must be provided for records.
23. The appropriate payments of wages and other benefits to the employees of the Agency / Contractor shall be the **EXCLUSIVE RESPONSIBILITY OF THE AGENCY** and persons so employed by the agency / contractor shall have **NO CLAIM** whatsoever on the ICMR-NIIH of his failure to comply with any of the statutory provisions.
24. Agency / Contractor should issue identity cards to their employees, strictly instruct them to wear during working hours and make available for inspection at any time.
25. All personnel employed by the Agency / Contractor shall be medically fit during the course of employment at ICMR-NIIH.
26. The Agency / Contractor shall supply good quality uniforms to their employees and strictly instruct to wear during working hours. Any employees found improperly dressed will be treated as absent and agency shall bind to provide immediate replacement in such cases. The color of the uniform of security guards deployed do not resemble the uniform of Armed Forces of the Union of India / CAPF or State Police.
27. ICMR-NIIH will not accept any claim in the event of any of the Agency's / Contractor's employees sustaining any injury, damages or loss of a life of a person either inside or outside of the ICMR-NIIH's premises.
28. The Contract Labour (Regulation & Abolition) Act, 1970 and Rules 1971 there under and the Central / State Rules as modified from time to time are applicable to this Contract. The Contractor shall also indemnify Principal Employer from and against any claims under the aforesaid Act and the Rules.
29. Principal Employer shall have the right to check the implementation of labour welfare laws and rules made thereafter.
30. All the workers employed by contractor shall be considered as employees of the contractor and they shall not make any claim in respect of employment and or other service benefits from the Principal Employer in any manner either outside the court or in the court of law. It is further provided that any kind of dispute arising between the contractor and the employees shall be entirely the dispute between them only. The Principal Employer shall not in any manner be a party to it. The contractor will take



all necessary steps for redressal of such disputes and shall be solely responsible for the outcome. The man power deployed shall not have any claims of master and servant relationship vis-a-vis ICMR-NIIH nor have any principal and agent relationship with or against ICMR-NIIH.

31. Contractor whose tender is accepted shall obtain a valid labour license under the Contract Labour (Regulation & Abolition) Act 1970 and the Contract Labour (Regulation & Abolition) Central Rules 1971 before the commencement of the work and continue to have a valid License until the completion of the contract.
32. In case the workers engaged by the Agency / Contractor have any grievances, the same should be resolved by the Agency / Contractor without creating any disturbance in the ICMR-NIIH. On expiry of the contract, the Agency / Contractor to undertake the responsibility to leave the premises in peace with all the workers without creating any disturbances to the ICMR-NIIH. The Agency / Contractor will be solely responsible if the employees misbehave or create problems to the ICMR-NIIH; such employees may be removed from deployment immediately and shall provide replacement.
33. Institute has a right to modify any conditions as and when required with the mutual understanding with the Agency / Contractor.
34. The proprietor or his subordinate shall visit Institute at least twice in a month to ensure supervision and smooth functioning of the Agency contract.
35. On receipt of the approval from ICMR Hqrs, New Delhi, the work order will be issued.
36. The contractor shall not be allowed to sub-contract any part of the contract without prior consent of ICMR-NIIH. If such consent is given, this shall not relieve the tenderer from any liability or obligation under the contract and he shall be responsible of the acts / defaults and neglects of any sub-contractor, his agents or workmen as if they were the acts, defaults or neglects of the tenderer, agents or workmen.

## **PERFORMANCE GUARANTEE:**

1. The successful bidder shall be required to enter into an Agreement on stamp paper worth ₹. 200/- in the format approved by ICMR-NIIH containing inter-alia all the terms and conditions of the contract.
2. The successful Tenderer shall, within 7 days from the date of receipt of communication of acceptance of quotes from ICMR-NIIH shall intimate his acceptance of the order. An Integrity Pact shall be submitted by the successful Tenderer.
3. 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.
4. The performance Guarantee will remain valid for 60 days beyond the date of completion of all contractual obligations of the service provider.
5. The Performance security will be forfeited and credited to the ICMR-NIIH account in the event of breach of contract by the contractor.
6. The Performance Security will be refunded to the Service provider without interest after the service provider duly performs and completes the contract in all respects.
7. In case of any ambiguity/ dispute in the interpretation of any of the clauses/ terms and condition, Director, ICMR-NIIH's interpretation of the clauses/ terms and conditions shall be final and binding on all the parties. The jurisdiction of arbitration shall be at Chandrapur Centre.

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

[Date and Reference]

To,  
The Director,  
ICMR-National Institute of Immunohaematology  
13<sup>th</sup> floor, New Multistroyed Building,  
K.E.M. Hospital Campus, Parel, Mumbai – 400 012.

Sub: Response to Notice Inviting Tender for Engagement of DGR Security Agency at  
ICMR-NIIH, Mumbai.

Dear Sir,

I/We, (Applicant's name) have submitted the Financial Proposal for selection of my /  
our company for Engagement of DGR Security Agency at ICMR-NIIH, Mumbai 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 formats and  
annexures given in the Notice.

## FINANCIAL BID

**Name of work:** - Tender for engagement of agency on contract basis for “Security Staff” services at ICMR-NIIH, Mumbai as per the latest DGR wage structure.

S.N	Particulars	Security Supervisor	Security Guard	Security Guards (Women)	Amount (In Rs.)	Remarks
<b>I</b>	<b>Mandatory payments as per Govt. norms</b>					
a	Basic Wages(BW)					
b	Variable Dearness Allowance (VDA)					
<b>A</b>	<b>Sub Total</b>					
<b>II</b>	<b>Mandatory allowances as per Govt. norms</b>					
a	Employees Provident Fund (12% of BW + VDA)					
b	Employees Deposit Linked Insurance(EDLI) (0.5% of BW + VDA)					
c	Administrative Charges (EPF & EDLI) (0.5% of BW +VDA)					
d	Employees State Insurance / Medical Allowance (3.25% of BW + VDA)					
e	House Rent Allowance (HRA) (24% of BW +VDA or RS.5400/- whichever is higher)					
f	ESI on HRA (3.25% of HRA)					
g	Bonus (As per Bonus Act, 8.33% of INR 7000 or the minimum wage for the scheduled employment, as fixed by the appropriate Govt. whichever is higher)					
h	Uniform Outfit Allowance (5% of BW + VDA)					

i	Uniform Washing Allowance (3% of BW + VDA)					
<b>B</b>	<b>Sub Total</b>					
C	Relieving charges (1/6th of A+B)					
<b>D</b>	<b>Total Cost Per Head (A+B+C)</b>					
E	Required Quantity	<b>03 Nos.</b>	<b>11 Nos.</b>	<b>02 Nos.</b>		
<b>F</b>	<b>Total ( D*E)</b>					
<b>G</b>	<b>Total Cost Per Day</b>					
H	Service Charges (@.....% (of serial G)					
I	Total (G +H) (Excluding GST)					
J	GST (As applicable)					
<b>K</b>	<b>Grand Total (I+J)</b>					

- Percentage of allowances mentioned above: - This is to be read with latest rules / acts/ regulations & policies promulgated by Government.
- Service charges shall be competitive/reasonable and shall not be abnormally low or high. The service charges shall be filled up in percentage and amount both. Payment shall be made to the agency on the basis of rates in price bid quoted by the firm. The tender with service charges less than the TDS value shall not be entertained and considered for the further bidding process.
- The rate quoted for service tax / other mandatory tax shall be filled up as applicable as per rules.
- If there is a difference of amount in words and numerical numbers, the lesser one will be considered.

**Signature, Date and Seal of the Agency / Contractor**

**Annexure-B**

(To be typed on 200 rupees Stamp Paper)

**Performance Bank Guarantee**

Bank Guarantee No.:-----

Amount of Guarantee: Rs. -----

Valid Up to :-----

Guarantee Cover from : to \_\_\_\_\_ to \_\_\_\_\_

**The Director  
ICMR-National Institute of Immunohaematology,  
(Indian Council of Medical Research)  
Ministry of Health, Govt. of India  
13<sup>th</sup> Floor, N. M. Bldg, KEM Hospital, Parel, Mumbai - 400012**

This deed of guarantee executed by (Name of Bank) .....Constituted under the (Bank Act) ..... having its Corporate Centre at and amongst other places Branch..... (hereinafter referred to as “the Bank”) in favour of **Director, ICMR- National Institute of Immunohaematology — Mumbai - 400012.** (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 .....

Whereas you have entered in to a contract reference No..... P.O. No. .... JBP/NIRTH/Stores/Budget/ / Dt:.....with (Name of Firm)..... for the supply of ..... which is hereinafter referred to as “the said contract” and whereas (Name of Firm) ..... has undertaken to produce Bank Guarantee for the 10% of the contract price amounting to Rs. .... .. (Rupees ..... .. to secure its obligations to **National Institute of Immunohaematology - Mumbai - 400012.** for the warranty of the equipment supplied.

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 **National Institute of Immunohaematology - Mumbai - 400012** declares to us through you that (Name of Firm)..... .. has not fulfilled the warranty/other obligations according to the contractual warranty 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 on us.

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 otherwise.

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.....

Notwithstanding 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.