

**Performance Security Bank Guarantee**

**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

In the name of consignee.

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no \_\_\_\_\_ dated \_\_\_\_\_ to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid till such time to cover two months beyond the warranty period from the date of Notification of Award i.e. up to \_\_\_\_\_ (indicate date).

.....

(Signature with date of the authorised officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

### Acknowledgement of Receipt of Services

*(This certificate is to be issued by ICMR and copy to Service provider. All the Four copies "should be signed in ORIGINAL".)*

No.

Date

To

ICMR, New Delhi

This is to certify that the Services as detailed below have been received duly inspected in good condition in accordance with the conditions of the contract and amendment if any.

Project Name	:
Procurement agency	:
Contract i.e. NOA No. & Date	:
Description of Goods/services (Schedule No.)	:
Duration of Services provided (From To)	:
Duration of Services provided in Words	:
Name of Supplier	:
Invoice No. and Date	:
Consignee full Address:	Signature of Designated Consignee:  Name: Designation : Seal : Contact No. : Fax No. :

Copy To:

(1) To Supplier

(2) .....

**AFFIDAVIT FOR PAYMENT (On Stamp Paper)**

I \_\_\_\_\_ son/daughter of \_\_\_\_\_ resident of \_\_\_\_\_  
\_\_\_\_\_ solemnly undertake that I am an authorized signatory of M/s \_\_\_\_\_ (*insert name of the company with full address*) and I hereby undertake that the supplies for which payments are being claimed have been correctly made to the respective consignees. I take full responsibility for the correctness of the documents submitted against which the payment has been claimed. I further undertake that without prejudice to the rights of procurement agency as per the contract, I shall be solely responsible if any of the document is found to be fake, and to make good any loss suffered by the procurement agency due to incorrectness of the documents submitted by us for claiming payment against invoice(s) no(s). \_\_\_\_\_ (*insert details of invoices for which payments are being claimed*) amounting to \_\_\_\_\_.

With specific regard to the taxes/duties payable on the goods & incidental services for which payment is being claimed, I declare that I have deposited / will deposit the claimed taxes/duties to the relevant tax authorities and I will be fully responsible for the same.

*We (name of Supplier) also confirm that we are responsible for compliance of all the statutory provisions regarding supply of drugs/other items as per law of the country. We hereby undertake to indemnify ICMR/ HITES for any loss incurred on account of the same.*

Name: \_\_\_\_\_

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

(Full address of Supplier)

Witness1 \_\_\_\_\_

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

Witness2 \_\_\_\_\_

Address \_\_\_\_\_

**Note:**

1. The affidavit is to be submitted on a non-judicial stamp paper of Rs 100 /-(Rupee hundred) duly notarised and to be signed by the authorized signatory of the firm.
2. This affidavit is to be submitted along with the invoices at the time of claiming phased payment.

**LETTER OF APPLICATION**

(On Bidder's letterhead)

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

**To,**  
**THE DIRECTOR GENERAL**  
**INDIAN COUNCIL OF MEDICAL RESEARCH**  
**V Ramalingaswami Bhawan**  
**Ansari Nagar, New Delhi-110029**

Sir,

1. Being duly authorized to represent and act on behalf of \_\_\_\_\_(hereinafter referred to as "the BIDDER") and having reviewed and fully understood all the qualification requirement and Tender Conditions, we hereby apply for Design, fabrication, testing, commissioning, validation and providing state-of-art fully equipped Enhanced BSL-3 (BSL3+) Mobile Laboratory on a bus chassis on **Lease Rent Agreement basis to ICMR** and its operation and comprehensive maintenance including providing Driver, Helper cum Technician, routine preventive maintenance and servicing, breakdown maintenance, annual validation of BSL-3+ Laboratory, cost towards renewal of insurance, road tax etc. complete in all respect.
2. Your Department/Institute and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization or any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourself to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Bidder.
3. Your Department/Institute and its authorized representatives may contact the following persons for any clarification or further information:
 

Contact 1 :	Telephone 1 :
Contact 2 :	Telephone 2 :
4. This application is made in the full understanding that :
  - (a) Bids submitted by us will be subject to verification of all information submitted at the time of bidding
  - (b) Your Department/Institute reserves the right to reject or accept any Bid, cancel the tendering process, and reject any or all the Bids without assigning reasons or incurring any liability thereof ; and

(c) Your Department/Institute shall not be liable for any such actions and shall be under no obligation to inform the Bidder

5. The undersigned declare that statements made and the information provided in the duly completed application are, true and correct in every detail.

Authorized Signatory :

Name :

For and on behalf of the Bidder :

**STRUCTURE & ORGANIZATION**

01.	Name & Address of the Bidder	
02.	Telephone No. / Telex / Fax No.	
03.	Legal status of the applicant (attach copies of original document defining the legal status)	
	a) An Individual	
	b) A proprietary firm	
	c) A firm in partnership	
	d) A limited company or Corporation	
04.	Particulars of registration with various Government bodies ( <i>attach attested photocopy</i> )	
	<u>Organization / Place of Registration :</u>	
	1.	
	2.	
	3.	
05.	Names and Titles of Directors & Officers with designation to be concerned with this work	
06.	Designation of individuals authorized to act for the organization.	
07.	Has the bidder, or any constituent partner, ever been convicted by the court of law? If so, give details.	
08.	Any other information considered necessary but not include above.	

SIGNATURE OF BIDDER WITH STAMP

**FINANCIAL INFORMATION**

Name of Bidder Firm/Company: M/s \_\_\_\_\_

- i) **Financial Analysis-** Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last three years duly certified by the Chartered Accountant mentioning the membership number issued by ICAI.
- ii) **Gross Annual Turnover** for last three years ending **31.03.2020**

Financial Year	Annual Turn Over in Indian Rupees ( or equivalent to Indian Rupees ) as per Audited Balance Sheet
2017-2018	Rs.
2018-2019	Rs.
2019-2020	Rs.
Average Annual Turnover over the past three years	Rs.

- iii) **Profit / Loss** for last Five years ending **31.03.2020**

Financial Information in Rs. Equivalent	For year 2015-2016	For year 2016-2017	For year 2017-2018	For year 2018-2019	For year 2019-2020
1. Total Assets					
2. Current Assets					
3. Total Liabilities					
4. Current Liabilities					
5. Profit before Tax					
6. Profit after Tax					
7. Net Worth					

Signature of Chartered

Accountant with Seal

SIGNATURE OF

BIDDER

**FORMAT FOR SOLVENCY CERTIFICATE**

**FORM-4**

**FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK**

This is to certify that to the best of our knowledge and information that M/s./Shri .....  
having marginally noted address, a customer of our bank are/is respectable and can be treated as good for  
any engagement upto a limit of Rs. ....(Rupees.....).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)

For the Bank with Seal

- NOTE (1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to the Tendering Authority.
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the bank.
- (3) The certificate should not be more than 1 month old from the date of submission of tender



**DETAILS OF WORKS OF SIMILAR NATURE COMPLETED  
DURING THE LAST SEVEN YEARS ENDING PREVIOUS DAY OF THE LAST DATE OF SUBMISSION OF BIDS**

Name of Bidder Firm/Company: M/s \_\_\_\_\_

Sl. No	Name of Work/ Project & location	Owner of sponsoring Organization	Cost of work (In Lakh)	Date of Commencement As per contract	Stipulated Date of completion	Actual date of completion	Litigation/Arbitration Pending/ in Progress with details*	Name & address/ Telephone No. of officer to whom reference may be made	Whether the work was completed as primary contractor or on back-to-back basis. Also indicate all component of works as per requirement of similar nature of work executed or not.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

\* indicate gross amount claimed and amount awarded by the Arbitrator.

Certified that the above list is complete and no work has been left out and that the information given is correct to my/our knowledge and belief.

Copy of completion certificate/s shall be submitted in support of above information/details.

SIGNATURE OF BIDDER WITH STAMP

**AFFIDAVIT**  
**(on non-judicial stamp paper of Rs. 100/-)**

I/we undertake and confirm that our firm/partnership firm has not been blacklisted by any State/Central Departments/PSUs/Autonomous bodies during the last 5 years. Further that, if such an information comes to the notice of the department then I/we shall be debarred for bidding in ICMR/DHR and its Institutes in future. Also, if such an information comes to the notice of department on any day before or after the date of start of the work, the Employer shall be free to cancel the agreement and to forfeit the entire amount of Performance Guarantee.

(Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid) and original to be submitted before the date and time of Bid submission)

SIGNATURE OF BIDDER WITH STAMP

SIGNATURE OF NOTARY  
WITH SEAL

## LEASE RENT AGREEMENT

This Agreement is made and executed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2020.

### BETWEEN:

**INDIAN COUNCIL OF MEDICAL RESEARCH (ICMR), Department of Health Research, Government of India through its Authorized Institute** \_\_\_\_\_ (Hereinafter called the '**EMPLOYER**') represented through \_\_\_\_\_, duly authorized to sign and execute these presents, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns of **FIRST PART**;

### AND

M/s \_\_\_\_\_ (Hereinafter called the '**VENDOR**') having its registered address at \_\_\_\_\_, represented through \_\_\_\_\_, duly authorized to sign and execute these presents, which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns of **SECOND PART**;

The ICMR and \_\_\_\_\_ are hereinafter individually referred to as a "**Party**", and collectively referred to as the "**Parties**"

### WHEREAS:

- A. ICMR is the apex body in India for the formulation, coordination and promotion of biomedical research;
- B. Whereas ICMR invited Tender/Bid for Design, fabrication, testing, commissioning, validation and providing state-of-art fully equipped Enhanced BSL-3 (BSL3+) Mobile Laboratory on a bus chassis on **Lease Rent basis to ICMR** and its operation and comprehensive maintenance including providing Driver, Helper cum Technician, routine preventive maintenance and servicing, breakdown maintenance, annual validation of BSL-3+ Laboratory, cost towards renewal of insurance, road tax etc. complete in all respect and has accepted the Bid and Offer submitted by the Vendor (hereinafter referred to as "**Unit**").
- C. ICMR desires to avail the said Unit for promotion of biomedical research under Lease Rent Agreement and the Vendor is willing to provide on lease/ hire the said Unit on the terms and conditions contained herein;
- D. Accordingly, the Parties are entering into this Agreement to record the terms and conditions for leasing of the said Unit by ICMR from \_\_\_\_\_.

### **NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER**

1. The Recitals shall form an integral part of this Agreement.

2. Lease

2.1 The Vendor shall upon execution of this Rent Lease Agreement, manufacture and provide the Unit to ICMR for its use on lease basis, within the period specified in the tender.

2.3 The \_\_\_\_\_ shall lease the said Unit to ICMR on, subject to the terms and conditions of this Agreement.

3. Lease Period

3.1. The Lease hereby created under this Agreement is for a period of \_\_\_\_\_ years commencing from the Delivery date of the Unit.

3.2. The initial period of \_\_\_\_\_ years will be a Lock-in Period during which neither party shall be entitled to terminate the Lease, unless a breach is committed by either of them. In case of breach, the other party shall be entitled to terminate this Lease by following the procedure laid down for termination. After expiry of the Lock-in Period of five years, the Parties may terminate the Lease Agreement by giving one month's notice in writing to the other party.

4. Lease Rent and Payment

4.1. In consideration of \_\_\_\_\_ providing the said Unit to ICMR on Lease/ hire basis, ICMR shall pay to \_\_\_\_\_ a Lease Rent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) per month from the delivery date until the termination of this Agreement. The Lease Rent shall be paid by ICMR on quarterly basis, in advance, by the 7<sup>th</sup> day of every quarter after deducting TDS, at the rate that may be applicable at the relevant time. ICMR shall forward the relevant TDS Certificates.

4.2 ICMR shall also pay the applicable GST on Lease rent at the rate that may be applicable at the relevant time.

4.3 In addition to the Lease Rent, ICMR shall either arrange for or pay for the fuel expenses of the said Unit for running and operation of diesel generator set, on actual consumption basis and the same will be charged by \_\_\_\_\_ on quarterly basis together with its quarterly invoices.

5. Delivery Condition of the Unit

5.1 The Unit shall be delivered to ICMR complete in all respect and in ready to use conditions, as per the scope and specifications given in the Tender/Bid document.

5.2 The Unit shall be inspected by team of ICMR before its acceptance and enforcing the commencement of Lease Agreement Period

6. Delivery

6.1 The said Unit shall be delivered at:

ICMR-NIV, Pune

ICMR-NIV Field Unit, Alappuzha, Kerala

ICMR-NICED, Kolkata

ICMR-RMRC, Gorakhpur

6.2 ICMR shall station the said Unit at National Institute of Virology, Microbial Containment Complex, Sus Road, Pashan, Pune – 411 021.

6.3 ICMR shall be entitled to change the location of the said Unit, as per requirement of on-field investigations. The Vendor shall make all the arrangements for moving and deployment of the Unit at the required locations across India.

## 7. Ownership

7.1 The sole and exclusive ownership of the said Unit shall remain with the \_\_\_\_\_ (The Vendor) and ICMR shall have no right, title or interest therein except to use the same as a Lessee as setout herein.

7.2 ICMR shall have the option, exercisable after expiry of the Lock-in Period of five years, to purchase and own the said Unit at a depreciated price calculated at annual depreciation rate of 15% per year. The expenses for transfer and registration of the said Unit shall be borne by ICMR.

## 8. Compliance with Statues

8.1 The Vendor shall comply with all the applicable laws, rules and regulations from time to time in force, relating to the said Unit.

8.2 ICMR shall comply with all the applicable laws, rules and regulations from time to time in force, relating to the permissions required for stationing the said Unit. In the event of breach, ICMR shall indemnify and keep \_\_\_\_\_ indemnified of, from and against all claims, demands, actions, proceedings, fines, penalties, expenses and other liabilities of whatsoever nature made or brought against, sustained or incurred by and whether paid for or arising out of or as a result of such breach by ICMR.

## 9. Covenants of (The Vendor)

9.1 \_\_\_\_\_ agree and understand that it shall be its Responsibility :

(i) To arrange for the delivery of the said Unit at \_\_\_\_\_ Institute of ICMR, within the stipulated delivery schedule.

(ii) to obtain all consents, licenses, approvals, registrations, insurance, permits as are necessary for or in connection with the execution, validity and enforcement of the Agreement for installation, use and operation of the said Unit.

(iii) to maintain, inspect, service, repair, overhaul and test or cause the said Unit to be maintained, inspected, serviced, repaired, overhauled and tested so as to keep the said Unit in good operating condition, at its own cost and expense.

(iv) to provide required manpower like driver, technician, etc. to run and manage the laboratory, at its own cost and expense.

- (v) to mobilise and station the said Unit at locations across India, as per the directives of ICMR.
- (vi) to bear all the statutory expenses relating to the said Unit.

## 10. Covenants of ICMR

10.1 ICMR agree and understand that it shall be its Responsibility :

- (i) to inspect the said Unit and satisfy itself about its functioning on taking delivery thereof. If upon testing any defect is disclosed in the said Unit, ICMR shall promptly give notice thereof to the Vendor.
- (ii) to make appropriate provisions for parking/ stationing the said Unit and to bear and pay any and all expenses related to its parking/stationing without recourse to \_\_\_\_\_ for reimbursement thereof.
- (iii) to use and operate the said Unit carefully and in accordance with the instruction manual received from \_\_\_\_\_.
- (iv) to procure all raw materials, ingredients, and intermediates, packaging and packing materials, PPE Suits, etc. (hereinafter collectively referred to as "**Consumables**") required for the use in the said Unit for conducting biomedical research.
- (v) to properly store and handle the Consumables.
- (vi) to properly store and handle the work-in-progress and finished Products.
- (vi) to provide appropriate security arrangements for the said Unit and the equipment's therein.
- (vii) to provide for on-site external power source and fuel for transport and re-location of the said Unit and for operation of diesel generator set, or reimburse the fuel costs if so incurred by the Vendor on Quarterly basis along with payment of lease rent charges.

## 11. Insurance

- 11.1 The said Unit shall be kept fully insured by the \_\_\_\_\_ (The Vendor) at its own cost for an amount equal to its full insurable value with an insurance company against all insurable risks and shall keep such insurance in full force and effect during the term of this Agreement. Any money received in respect of insurance against loss and/ or damage to the said Unit shall be applied in or towards restoration of the said Unit.
- 11.2 ICMR shall be obliged to procure and maintain insurance against liability to third parties for death, personal injury or damage to or loss of property arising directly or indirectly out of the use, possession or operation of the said Unit.

## 12. Loss or Damage

The entire risk of loss and damage to the said Unit from any cause whatsoever (except for the reasons beyond the control of ICMR) shall be borne by ICMR. That the Vendor shall not be liable for any harm, loss, damage or physical injury which may be caused on account of breakdown or on

account of fault of the employees of ICMR or theft or fire. In the event of any such loss or damage ICMR shall repair or replace at its own cost the said Unit.

13. Inspection

The Vendor shall upon giving at least 48 hours advance notice in writing have the right to access and to enter upon the said Unit at all reasonable hours of the day in order to inspect and / or test and / or repair and/or carry out maintenance of the said the said Unit.

14. Events of Default and Termination

14.1 On the occurrence of any of the events specified below, the Parties shall be entitled to terminate this lease agreement:

- (a) If the Vendor fails to deliver, perform, execute instructions received from time to time from the ICMR, fails to carry out repairs and maintenance of the said Unit or keeps the said Unit in in-operable conditions for more than 3 months
- (b) If ICMR fails to pay the rentals on the dates and in the manner stipulated hereinabove or other monies payable hereunder within 15 days of their becoming due, or if a cheque, bill, promissory note or other instrument issued, made, drawn or accepted by ICMR for discharge of the lease rentals is returned unpaid for any reason whatsoever when presented for payment and if ICMR fails to remedy the above within 15 days of notice by the Vendor specifying such default and requiring such default to be remedied.
- (c) If ICMR fails or neglects to observe or perform or commits or allows to be committed a breach of any of the terms, conditions, provisions or stipulations of this agreement on its part to be observed and performed and if such breach is remediable, fails to remedy the same within 15 days of notice by the Vendor specifying such default and requiring such default to be remedied.

15. Remedy

15.1 In case, ICMR does not pay the lease rent, as agreed herein above, for any month, due to any reason whatsoever, the Vendor shall serve a notice in writing of 15 days upon ICMR for discharge of the due amounts. However, if ICMR still fails to discharge its Lease rent liability on the expiry of the notice, the Vendor may in its sole discretion serve upon notice to ICMR to terminate the Agreement;

15.2. In case the Vendor is in breach of any of the terms and conditions of this Agreement or any of the representations and warranties made hereinunder, ICMR shall serve a notice in writing of 15 days to remedy such breach. If the Vendor fails to remedy the breach on the expiry of the notice, ICMR shall be entitled to terminate this Agreement.

15.3 In case of termination of this Lease Rent Agreement, the ownership of the said Unit/s shall take over, purchase and own the said Unit at a depreciated price calculated at annual depreciation rate of 15% per year, provided that the said Unit/s are in usable conditions. The expenses for transfer and registration of the said Unit shall be borne by ICMR.

16. Stamp Duty

The stamp duty on the Deed shall be borne and paid by the Vendor. The original of the Agreement shall be retained by the ICMR and the executed copy/certified true copy signed by both the parties, shall be retained by the Vendor.

17. Severability

That if any provision of this Agreement is determined to be void or unenforceable under applicable law, such a provision shall be deemed amended or deleted in so far as reasonably consistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable with their terms.

18. Authority

The Parties hereto mutually represent to each other that the persons respectively executing this Agreement for and on their behalf have the full and complete authority to do so and the execution of this Agreement by them respectively creates a legal and binding contractual obligation upon both the Parties.

19. Alterations

Alterations and/or amendments to this agreement shall be valid and binding only if it is agreed upon in writing in English language and signed by a duly authorised representative of each party.

20. Confidentiality

The information exchanged between the parties will be treated as confidential and will not be parted to any other party, except with the written consent of the other party. The information will be treated as confidential not only during the currency of the agreement but two years after the end of this Agreement.

21. Notice

That any communication from one Party to the other shall be considered duly served upon the other Party if delivered personally and duly acknowledged or if sent by registered A.D. Post at their above addresses.

22. Arbitration

22.1 That all the disputes, controversies or differences which may arise between the parties out of or in relation to or in connection with this Agreement, the interpretation thereof, or its breach shall be first amicably settled among the authorised representatives of the Parties failing which such disputes shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 with an arbitral tribunal consisting of a sole arbitrator if both the parties agree, failing which of three arbitrators, with the Party of the First Part nominating his nominee arbitrator and the Party of the Second Part nominating its nominee arbitrator and both the nominated arbitrators appointing the third / presiding arbitrator. The venue of the arbitration proceedings shall be \_\_\_\_\_.

22.2 The place of Arbitration shall be \_\_\_\_\_, India and the language to be used in the arbitral proceedings shall be English.



22.3 The arbitrator's fee shall be borne equally by the parties. All other costs and expenses of the arbitration shall be borne by as the arbitrator may award.

23. Court of Jurisdiction

That the Courts of \_\_\_\_\_ alone shall have the jurisdiction to entertain and try any dispute or differences arising out of or in connection with the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their respective hands to this Agreement at \_\_\_\_\_ on the day, month and year first above written.

**SIGNED AND DELIVERED** by the within named )  
\_\_\_\_\_, , through its duly )  
authorised \_\_\_\_\_ )

**SIGNED AND DELIVERED** by the within named )  
ICMR, through its duly authorised representative, )  
Mr. .... )

who has signed in the presence of. )  
(1) \_\_\_\_\_ )  
(2) \_\_\_\_\_ )