



Government of India  
Department of Atomic Energy  
Board of Radiation & Isotope Technology

BRIT/BARC Vashi Complex,  
Sector -20 Vashi  
Navi Mumbai – 400 703  
Maharashtra  
Tel. No. 022 – 27887026  
Fax No. 022- 27887019  
[www.britatom.gov.in](http://www.britatom.gov.in)

## **Tender No. BRIT/VIG/AMB/4/2020**

Providing one Non-cardiac Non-AC Regular Ambulance (Tempo Traveller/Swaraj Mazda/equivalent) (2017 or later model) with trained Attendant on round the clock basis with a monthly ceiling of 300 kms to Board of Radiation & Isotope Technology (BRIT), Vashi, Navi Mumbai to be stationed at BRIT/BARC Vashi Complex, Navi Mumbai.

*[Handwritten signature]*

Tender No. BRIT/VIG/AMB/4/2020TABLE OF CONTENTS

Annex No.	Description	Page No.
ANNEX-I	Notice Inviting Tender	2 – 3
ANNEX-II	Details of Scope of Work	4 – 6
ANNEX-III	Instruction & Guidance to Tenderer	7 – 13
ANNEX-IV	General conditions of the contract	14 - 19
ANNEX-V	Special Conditions of Contract	20-21
ANNEX-VI	List of Medical Rescue Equipment	22
ANNEX-VII	Letter of Transmittal	23
ANNEX-VIII	Technical-cum-Financial Bid (Part-A)	24 - 26
ANNEX-IX	Checklist for bidder	27
ANNEX-X	Technical-cum-Financial Bid (Part-B)	28-30
ANNEX-XI	Undertaking	31
ANNEX-XII	Form of Performance Bank Guarantee	32-33
Annex-XIII	Bid Security Declaration	34

## ANNEXURE-I

NOTICE INVITING TENDERTender No. BRIT/VIG/AMB/4/2020

Sealed tenders are invited for and on behalf of the President of India by the Chief Administrative Officer, BRIT, Vashi, Navi Mumbai - 400703 from reputed operators in and around Mumbai and Navi Mumbai for providing one Non-Cardiac Ambulance (2017 or later model) with trained Attendant on round the clock basis as per the details given below:

Nature of work	Providing one Non-cardiac Non-AC Regular Ambulance (Tempo Traveller/Swaraj Mazda/equivalent) (2017 or later model) with trained Attendant on round the clock basis with a monthly ceiling of 300 kms to Board of Radiation & Isotope Technology (BRIT), Vashi, Navi Mumbai to be stationed at BRIT/BARC Vashi Complex, Navi Mumbai.
No. of vehicle and type of Vehicle Required	One Non-cardiac Non-AC Regular Ambulance (Tempo Traveller/Swaraj Mazda/equivalent) (2017 or later model)
Duration of Contract	Two years
Estimated Cost of Contract	
Non-cardiac Non-AC Regular Ambulance (Tempo Traveller/Swaraj Mazda/equivalent) (2017 or later model)	Rs.38,00,000/- (Rupees Thirty Eight lakhs) only for two years (excluding Toll, Parking charges and GST, if any)
Performance Guarantee	3% of the work order value upfront prior to award of the contract
Security Deposit	2.5% of the work order value recoverable from the monthly bills
Date of Display of Tender Document on Website	From 24/12/2020 to 16/01/2021
Last date for submission of tenders	Upto 1500 hours on 16/01/2021
Date, Time and Venue of opening of Technical-cum-Financial Bid	16/01/2021 @ 1600 hours. Venue : Office of Administrative Officer-III REPF Building, BRIT Vashi Complex Mumbai 400 703
Contact details for clarification regarding tender documents (Tuesday to Saturday)	Asst. Personnel Officer Ph: 27887026 Email : <a href="mailto:apovigil@britatom.gov.in">apovigil@britatom.gov.in</a> and <a href="mailto:admins@britatom.gov.in">admins@britatom.gov.in</a> Fax No. 27887019

2. Tender document consists of Notice Inviting Tender (Annexure-I), Details of Scope of work(Annexure-II), Instructions and Guidance to Tenderer (Annexure-III), General conditions of the contract (Annexure-IV), Special Conditions of contract(Annexure-V), List of Medical Rescue Equipment to be provided in the ambulance (Annexure-VI), Letter of Transmittal (Annexure-VII), Technical-cum-Financial Bid - Part-A (Annexure-VIII), Checklist for Bidder (Annexure-IX), Technical-cum-Financial Bid (Part-B) (Annexure-X), Undertaking (Annexure-XI) and Form of Performance Bank Guarantee (Annexure-XII), Bid Security Declaration (Annexure – XIII).

3. Interested Agencies/operators in Mumbai/Navi Mumbai may submit the tender document complete in all respects


Provisions of Rule 170 of General Financial Rules, 2017, will be applicable in respect of Micro, Small and Medium Enterprises.

4. Tender document can be downloaded from our website: [www.britatom.gov.in](http://www.britatom.gov.in) for submitting the bid.

5. Tender may be submitted in person or sent through speed post/courier so as to reach to Chief Administrative Officer, BRIT at BRIT/BARC Vashi Complex, Sector-20, Vashi, Navi Mumbai – 400 703 or his authorized representative on or before 16.01.2021 upto 1500 hours (or the next working day if the tender receiving date happens to be a holiday).

6. Technical-cum-Financial Bid (Part-A and Part-B) will be opened on 16/01/2021 at 1600 hours in the presence of attending Tenderers.

7. Chief Administrative Officer, BRIT, on behalf of President of India does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all of the tenders. Tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the Tenderer, shall be liable to be rejected.

  
Chief Administrative Officer  
Board of Radiation & Isotope Technology  
For and on behalf of President of India

Date: 23<sup>rd</sup> Dec. 2020.  
Place: Navi Mumbai

ANNEXURE - IITENDER NO. BRIT/VIG/AMB/4/2020**2. Details of Scope of work**

- (a) Providing one Non-cardiac Non-AC Regular Ambulance (Tempo Traveller/Swaraj Mazda/equivalent) (2017 or later model) with trained Attendant on round the clock basis with a monthly ceiling of 300 kms to Board of Radiation & Isotope Technology (BRIT), Vashi, Navi Mumbai to be stationed at BRIT/BARC Vashi Complex, Navi Mumbai.
- (b) In case the Ambulance provided under the contract breaks-down or is withdrawn for maintenance, the Contractor shall provide alternate non-cardiac ambulance of the same model with equipment, at the same rates and on the same terms and conditions of the contract entered under this Tender.
- (c) The Ambulance shall be fitted with medical rescue equipment as prescribed in Annexure-VI.

**2.1 Period of contract**

- (a) The contract shall commence on such date as may be decided by Government and shall continue for a period of Two years there from with a provision to extend the contract for a period of one year or part thereof at the same rates and on the same terms & conditions upon consent of the Contractor
- (b) A letter of intent will be issued to the successful bidder with an advice to deposit an amount equal to 3% (three percent) of the work order value as irrevocable Performance Guarantee in one of the prescribed forms within a period of 15 days from the date of issue of Letter of Intent.
- (c) If the successful bidder fails to remit the Performance Guarantee in any of the forms prescribed within a period of 15 days from the date of issue of Letter of Intent, it will be concluded that the successful bidder is not willing/unable to provide the service as per the bid submitted by him. In such case, the Tenderer shall not be allowed to participate in the retendering process of the work.

**2.2 The duties/responsibilities of the Tenderer shall include, inter-alia, the following:**

- (a) The contractor should have necessary capability, resources, competence, infrastructure and expertise to provide services as per scope of work.
- (b) The Vehicle deployed on duty should have valid Registration Certificate, comprehensive insurance (to cover the occupants/passengers also) and statutory requirements of Central/State Governments, Fitness Certificate, Pollution under Control, Road Tax and Permit (if any) and these must be revalidated before the expiry of the due date during the tenure of the contract period.



- (c) In case the vehicle provided under the contract breaks-down, the Contractor shall expeditiously carry out the repairs at his own cost and make the vehicle road-worthy. In case, the contractor is unable to carry out the repairs and make the vehicle road-worthy within two hours, the contractor shall provide substitute vehicle, preferably of the same model, at the same rates and on the same terms and conditions of the contract entered under this Tender. During the course of such repair/replacement, cost of transport arranged for shifting the patients by the Department shall be recovered from the contractor.
- (d) In case of break-down of the vehicle while shifting patients, cost of transport arranged for completing the trip by the Department shall be recovered from the contractor.
- (e) Before withdrawing the vehicle for routine maintenance/other purposes connected with RTO, the contractor shall provide substitute vehicle, preferably of the same model, at the same rates on the same terms and conditions of the contract entered under this Tender.
- (f) The Drivers and Attendants shall be available at BRIT Vashi Complex, Navi Mumbai throughout the duty time and shall not leave the work spot under any pretext or for any reason whatsoever.
- (g) The Driver must have sufficient money to meet expenditure and contingencies while on duty like Parking Charges, Toll Tax, etc.
- (h) The Tenderer shall have to provide prompt, punctual, efficient, safe, courteous and qualitative services through equally well-mannered Drivers and Attendants.
- (i) The driver engaged by the contractor for the duty shall be below 40 years of age and shall be medically fit for driving the vehicle and possess valid driving license. The driver of the vehicle provided must be in possession of all valid vehicle documents. BRIT shall not be responsible for action taken by police authorities against the Driver/Vehicle/Tenderer in the event of non-availability or non-validity of any document.
- (j) The Tenderer shall verify the character and antecedents once in a year through the Police Authorities, in respect of the personnel deployed by him for the duty. The Police verification must be carried out by the Police under the Police Station area where the persons deployed by the Tenderer was continuously staying for the last two years or more and the verification certificates in original shall be submitted to Chief Administrative Officer, BRIT. The first such certificates shall be submitted within 15 days from the date of issue of Work Order and before start of the contract.
- (k) The Tenderer shall produce Police Verification Certificate (PVC) for the personnel deployed by him. PVC thus submitted with respect to an individual, will be treated valid only for one year from the date of issue and on expiry thereof, a fresh PVC shall be produced.



- (l) The Attendant deployed with the Ambulance shall be a person trained in first-aid and must possess adequate knowledge of using medical rescue equipment fitted in the Ambulance.
- (m) The Tenderer shall ensure that only skilled drivers with sufficient experience are deployed on duty ensuring that they observe all rules/precautions and traffic norms in this regard and the driver do not exceed normal safe speed limits.
- (n) The Drivers/Attendants deployed shall at all times behave politely with the officials of this Department, etc. and shall not indulge in any argument or altercation.
- (o) Drivers/Attendants engaged shall not consume any intoxicating drinks/drugs or chew tobacco or use any such items while on duty.
- (p) The Drivers and Attendants engaged by the Tenderer shall be governed by the rules and regulations of service of the Tenderer and they shall in no way be connected with the Government as far as their service conditions are concerned. While on duty, the Drivers and Attendants engaged by the Tenderer shall follow the rules of security, safety and conduct as prescribed by BRIT for its own employees.
- (q) The remuneration including all statutory levies, etc. in respect of Drivers/Attendants or any other personnel employed for the purpose shall be borne by the contractor.
- (r) The Driver shall be provided with a Mobile (base model without Camera) at the cost of Tenderer. The details of mobile phone to be carried by the Driver should be submitted to BRIT Administration on commencement of contract i.e. Mobile Number, IMEI Number, make. Any change in the mobile number/or make with regard mobile shall be intimated to BRIT administration immediately.
- (s) The Driver/Attendant should not carry any electronic gadget and other prohibited items (List may be obtained from Security Section). The Driver/Attendant is liable to be frisked by the Security for the purpose. Any violation of the security instruction will be good and sufficient reason for imposing the penalty and/or any other action as may be deemed fit and proper according to law shall be taken.
- (t) The tenderer shall maintain a Log Book in the prescribed format given by BRIT. The driver shall ensure that all the entries in the log book are filled-in by the user and obtain the signature of the user for each trip.
- (u) The Contractor shall ensure that all the meters/devices of the vehicle particularly speedometer/odometer and medical rescue equipment fitted in the Ambulance are always in working condition. In case any defects are pointed out by the BRIT Authorities, the same shall immediately be rectified by the Contractor at their own cost.
- (v) If the Speedometer/ Odometer of the vehicle is not functioning, the reading given by the departmental officer will be final and binding on the Contractor. Department shall have the right to reject the vehicle if found unsatisfactory.
- (w) In case of termination of the Contract by the Government due to non-execution of work/under performance or withdrawal of service by the contractor without giving a notice period of three months in advance, Performance Guarantee, Security Deposit as well as pending dues shall be forfeited and the defaulter Contractor will be black listed for a period which competent authority may deem fit.

ANNEXURE – III

TENDER NO.BRIT/VIG/AMB/4/2020

**3. INSTRUCTION& GUIDANCE TO TENDERER**

**3.1. Eligibility Criteria for Tenderer**

- (a) A minimum of 3 years' experience of having successfully completed similar contracts for providing Non-Cardiac Ambulance services to Central/State Government Department/Autonomous Bodies/University/Public Sector Undertaking of Government of India/Local Bodies or any reputed private company/reputed hospital managed by Trust during last five years ending 31<sup>st</sup>December, 2020.
- (b) The tenderer should have completed one similar contract costing not less than the amount equal to 40% of the estimated cost of contract during the past five years ending 31<sup>st</sup> December, 2020.
- (c) Tenderer shall be Ambulanceoperator having sound financial standing. The firm's average annual financial turnover during the last three financial years i.e., 2019-20, 2018-19, and 2017-18should be at least 30% of the estimated cost.
- (d) The Tenderer should not have incurred any loss in more than two years during last 5 years ending 31/03/2020. The firm has to submit duly audited Profit & Loss A/c and Balance Sheet for the financial years 2019-20, 2018-19, 2017-18, 2016-17 and 2015-16.

**3.2 Bid Security Declaration**

- (a) Bid Security Declaration in the prescribed format (Annex-XIII) should be submitted by the tenderer, undertaking that the tenderer accept that if the bids are withdrawn or modified during the periods of validity, the tenderer will be suspended for three years.
- (b) Provisions of Rule 170 of General Financial Rules, 2017, will be applicable in respect of Micro, Small and Medium Enterprises.
- (c) If the successful bidder fails to remit the Performance Guarantee in any of the forms prescribed within a period of 15 days from the date of issue of Letter of Intent, it will be concluded that the successful bidder is not willing/unable to provide the service as per the bid submitted by him.

**3.3 Performance Guarantee**

- (a) In case of successful Tenderer, the Tenderer shall deposit an amount equal to 3% (three percent) of the work order value as irrevocable Performance Guarantee in one of the following forms within a period of 15 days from the date of issue of Letter of Intent:

BRIT/VIG/AMB/4/2020

(Signature of Contractor)

*Handwritten signature*



i. Demand Draft / Bankers Cheque in favour of Pay & Accounts Officer, BRIT.

or

ii. Fixed Deposit Receipt (FDR) of State Bank of India/Scheduled Bank

or

iii. An irrevocable Bank Guarantee (BG) in the form prescribed by the Government from a Scheduled Bank or State Bank of India.

The FDR/BG shall be valid for the period of contract plus a further claim period of six months beyond the contract period.

- (b) The Work Order will be issued only after the said Performance Guarantee in any one of the prescribed form is received and accepted.
- (c) In case, the Tenderer fails to commence the operations within one month from the date of issue of work order it will be concluded that the successful bidder is not willing/unable to provide the service as per the bid submitted by him. In such case, the Performance Guarantee will be forfeited without further correspondence in this regard. Further, the Tenderer shall not be allowed to participate in the retendering process of the work.
- (d) The Performance Guarantee will be discharged after completion of contractor's performance obligation under the contract or after one month of completion of the contract (including period of extension, if any) whichever is later. No Interest is payable on the Performance Guarantee.

### 3.4 Security Deposit

- (a) The successful tenderer is also required to remit Security Deposit amount of 2.5% of the tendered value which shall be deducted @2.5% of the gross amount of each bill, till total Security deposit is recovered.
- (b) The entire Security Deposit shall be refunded after completion of contractor's performance obligation under the contract or after one month of completion of the contract (including period of extension, if any) whichever is later and payment of final bill. No Interest is payable on the Security Deposit.

### 3.5. Submission of Bid

- (a) Tenderers are required to submit Tender Document duly filled and signed on all pages and Technical-cum-Financial Bid in separate sealed envelopes as indicated below :-

*M. N. S.*

Envelope No.	Superscription
Envelope-I	1. Bid Security Declaration in prescribed form. (Annex-XIII) 2. Tender Document (NIT) duly filled and signed on all pages along with all enclosures
Envelope-II	Technical-cum-Financial Bid

The envelopes shall be then put in a separate cover sealed and superscripted "Tender Notice No. BRIT/VIG/AMB/4/2020 for providing one Non-cardiac Ambulance (2017 or later model) with trained Attendant on round the clock basis" and submitted to Chief Administrative Officer, BRIT at the given address.

- (b) The Technical-cum-Financial Bid of the tenderer should be valid for a minimum period of 180 days from the date of opening of the Tender.
- (c) Tender shall be deemed to have been submitted after careful study and examination of the tender document with full understanding of its implications.
- (d) Submission of a Tender by a Tenderer implies that he has read and understood this notice and all other Contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and factors having a bearing on the execution of the work.
- (e) If any Tenderer withdraws his Tender before the said period or makes any modifications in the Terms and Conditions of the Tender which are not acceptable to the Department.

**3.6. The following documents are required to be submitted along with the tender document:**

- (a) Copy of certificate of Registration
- (b) Copy of MSME Registration No.
- (c) Copy of Business License of the firm issued by Municipal Corporation/State/Central. Govt. Authorities
- (d) Copy of PAN / GIR Card
- (e) Copy of GST Registration Certificate
- (f) Copy of work order / work completion certificate showing minimum of 3 years' experience of having successfully completed similar contracts during last five years ending 31<sup>st</sup> December 2020.

- (g) Copy of work order / work completion certificate showing completion of one similar contract costing not less than the amount equal to 40% of the estimated cost of contract during the past five years ending 31<sup>st</sup> December, 2020.
  - (h) Duly audited Profit & Loss Account and Balance Sheet for five successive financial years i.e., 2019-20, 2018-19, 2017-18, 2016-17 and 2015-16. The firm should not have incurred any loss in more than two years during financial years 2019-20, 2018-19, 2017-18, 2016-17 and 2015-16. The firm's average annual financial turnover during the financial years 2019-20, 2018-19, 2017-18 should be at least 30% of the estimated cost.
  - (i) Copy of Income Tax returns for three financial years preferably for the years 2019-20, 2018-19 and 2017-18.
  - (j) Copies of RC book of vehicles owned.
  - (k) Copy of power of Attorney or such other document authorizing a Person for signing the Tender document in case of a Partnership Firm/Limited Company/Corporation.
- 3.7 Tenders with incomplete information and documents and tenders received after the due date and time prescribed in the tender notice will not be entertained and are liable to be rejected.
- 3.8 BRIT takes no responsibility for delay, loss or non-receipt of tender sent by post.
- 3.9 Overwriting should be avoided. Correction, if any, should be made by neatly crossing out, initialing, dating and rewriting. All the pages/documents in the tender shall be consecutively numbered. Additional sheets, if any added by the Tenderer, should also be numbered. Tenders not complying with this requirement will be liable to be rejected.
- 3.10. All information called for should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the Tenderer, it should be stated as "not applicable". The Tenderers are cautioned that furnishing incomplete information in the tender forms or deliberately suppressing the information may result in the tender being summarily disqualified.
- 3.11. Letter of transmittal duly signed by the Tenderer should be submitted in Form 'A' in the original letter head of the Tenderer with the official seal.
- 3.12. If the Tenderer withdraws the tender or seek any modification thereto after submission of the Tender, the tender shall become invalid.

3.13. No additional information shall be entertained after submission of the tender unless it is called for by Chief Administrative Officer, BRIT.

3.14. Any information furnished by the Tenderer found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of any job/work in BRIT.

### 3.15 Rates and Charges

- (a) Rates quoted by the tenderer shall remain firm throughout the period of contract. The rates quoted by the tenderer shall be inclusive of Fuel, lubrication, repair & maintenance of vehicle, depreciation due to normal wear and tear, interest on capital, taxes and other levies, wages of the Drivers and Attendants, overtime, uniform, comprehensive insurance covering passenger risk, third party property liability etc., but excluding Toll, Parking charges and GST. Toll, Parking charges and GST shall be reimbursed at actuals on production of receipt along with the bill. No other payment shall be made by the Government except those specifically mentioned in the tender document.
- (b) The tenderers may quote for any or both of the class of Ambulance Vehicle Regular Ambulance vehicle viz. Tempo Traveller /Swaraj Mazda/ equivalent
- (c) Rates should be indicated both in words and in figures. Where there is a discrepancy between the rates in figures and in words, the amount written in words will govern.
- (d) No escalation in fuel prices will be considered during the first six months of the contract. Any increase/decrease in fuel prices after the expiry of the first six months, as per statutory declaration, may be considered by BRIT as per fuel consumption for actual monthly run. The amount against fuel hike/decrease shall be calculated on the difference between the diesel prices as on 1st day of the month and as on the date of commencement of operations. In the event of downward revision, the amount will be recovered from the monthly bill.

The compensation shall be worked out as per the formula given below:

Diesel rate per litre as on 1st of the month **minus** Diesel rate per litre as on the date of commencement of operations in Navi Mumbai **multiplied with** Actual Kms. covered in Month **divided by N** (where N is the vehicle mileage per litre of diesel).

N factor for calculation of the Fuel consumption for Regular Ambulance will be 12 kms per litre.

The amount so calculated shall be adjusted in the monthly bills.

- (e) No other variation in agreed rates shall come into force from the date of award, on any account other than fuel (Diesel). The rate of diesel as per statutory

notification or as available in the Website of Oil companies shall be the basis for variation in rate of fuel.

(f) The rates shall remain firm throughout the currency of the contract and shall be valid for two years from the date of commencement of the contract and also for extension period, if any.

(g) If the rates offered in the bid is ambiguous or not adequate enough to meet the minimum rate of wages as defined in clause 5 of the Code on Wages, 2019, and the operation & maintenance cost (Refer Clause 3.15(a) above), the bid will be treated as a bid with "NIL" consideration, unresponsive and will not be considered.

(h) Government will pay hire charges within twenty (20) working days from date of receipt of claim from the contractor. No advance payments or deposits shall be payable by the Government in respect of the lease/contract.

### 3.16 Bid Opening

Technical-cum-Financial Bid will be opened on 16/01/2021 at 1600 hours in the presence of attending Tenderers.

### 3.17 Scrutiny of Bids

Bids will be scrutinized to ascertain –

- (a) Whether the Envelopes are properly sealed, complete in all respect and meets the eligibility criteria.
- (b) That the bid has been properly signed by an Authorized Signatory (accredited representative).
- (c) The Power of Attorney inter-alia includes a provision to bind the Bidder to settlement of disputes clause.
- (d) That the bid is conforming to all the terms, conditions and specification of the Tender Document, without affecting in any substantial way the scope, quality or performance of the works.
- (e) That the bid does not limit in any substantial way, the Department's rights or the bidder's obligations under the contract.
- (f) That the bid does not contain any rectification that would affect unfairly the competitive position of other bidders.

### 3.18 Evaluation of Bids (Part-A)

BRIT/VIG/AMB/4/2020

(Signature of Contractor)

- (a) The Technical-cum-Financial Bid will be evaluated on the basis of the parameters prescribed in the tender document.
- (b) During the course of evaluation of Technical-cum-Financial bid, in case it is found that any of the documents prescribed has not been furnished, such document will be called for and the same shall be furnished within the prescribed period.
- (c) Upon evaluation of Technical-cum-Financial Bid as per the criteria described in this Tender Document, if any Bid contains any deviation from the Bid Document, then the Bid is liable to be rejected.

**3.19 Evaluation of Bids (Part-B)**

- (a) Part-B of the Technical-cum-Financial Bid of the parties fulfilling the eligibility criteria in all respects will only be considered for evaluation.
- (b) Bids of the qualified parties will be evaluated on the basis of the overall lowest rates offered.
- (c) If the rates offered in the bid is ambiguous or not adequate enough to meet the minimum rate of wages as defined in clause 5 of the Code on Wages, 2019, and the operation & maintenance cost (Refer Clause 3.15(a) above), the bid will be treated as a bid with "NIL" consideration, unresponsive and will not be considered.
- (d) Incomplete bid will be liable to be rejected.

MBP

**4. GENERAL CONDITIONS OF THE CONTRACT**

**4.1 Contract Agreement**

A Contract Agreement has to be entered into within one month of commencement of operations. The Notice Inviting Tender, Letter of Intent, Work Order and other relevant correspondence with the successful bidder shall form part of the Contract Agreement and deemed to be a single composite agreement/contract and are not severable.

**4.2 One Bid per Bidder**

- (a) Each Bidder shall submit only one Tender either by himself or as a partner in joint venture or as a member of consortium.
- (b) If a Bidder or if any of the partners in a joint venture or anyone of the members of the consortium submit more than one bid, the bids are liable to be rejected.

**4.3 Cost of Bids**

Interested agencies have to download the tender document from the website. There is no charge for tender document. The Bidder shall bear all costs associated with the preparation and submission of the Bid and the Department will not be responsible or liable in any way for the same regardless of the outcome of the Tender process.

**4.4 Amendment to Tender Document**

- (a) At any time prior to the last date for receipt of bids, BRIT 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 an amendment.
- (b) The amendment will be notified in the Website and will be binding on bidders.
- (c) In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, BRIT may, at its discretion, extend the last date for receipt of Bids.

**4.5 Correction of Errors**

- (a) Bids determined to be responsive will be checked by the Department for any arithmetical errors.
- (b) Where there is a discrepancy between the rates in figures and in words, the amount written in words will govern. The amount stated in the Bid will be adjusted accordingly for the correction of errors and shall be considered as binding upon the Bidder.



#### 4.6 Clarification of Bid

When deemed necessary, the Department may seek clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Tender submitted or price quoted.

#### 4.7 Acceptance and Rejection of Bid

- (a) Competent Authority on behalf of President of India does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all of the tenders. Tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the Tenderer, shall be liable to be rejected.
- (b) Competent Authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the Tender and the Tenderer shall be bound to perform the same at the rates quoted.

#### 4.8 Penalty

The Tenderer will be required to strictly adhere to the terms and conditions of the contract and provide satisfactory service. The following are the rates of penalty for deficiency in services:

Sl. No.	Description	Penalty
1.	In case of breakdown, while the vehicle is stationed at BRIT Complex, failure to carry out the repairs and make the vehicle road-worthy within a period of two hours of such breakdown or provide a substitute vehicle of the same model and make within a period of four hours.	Twice the hire charges per day, calculated on pro-rata basis, payable to the contractor shall be levied as penalty.
2.	In case of break-down of the vehicle while shifting patients	
3.	In case of withdrawing vehicle for routine maintenance/other purposes connected with RTO, failure to provide a substitute vehicle of the same model and make before such withdrawal	

Competent Authority's decision in this regard will be final and binding on the Contractor.



#### 4.9 Taxes and Levies

All taxes and levies including road tax as applicable to the vehicle shall be payable by the Tenderer and Government will not entertain any claim whatsoever in respect of the same. Government will not bear any liability for increase (hike) in the rate of taxes and levies (including road tax).

#### 4.10 Terms of Payment

- (a) The tenderer shall maintain a Log Book in the prescribed format given by BRIT. The driver shall ensure that all the entries in the log book are filled-in by the user and obtain the signature of the user for each trip. The format of log book shall inter-alia comprise:
- (i) Date and time of commencement and completion of journey.
  - (ii) Starting and ending Odometer reading
  - (iii) Total distance covered in Kms.
  - (iv) Places Visited
  - (v) Purpose
  - (vi) Name and Signature of the user of the vehicle.
  - (vii) Signature of Driver
- (b) The log book entries shall be certified by Medical Officer -In-Charge, OHC, BRIT
- (c) The Contractor will raise an invoice at the end of each month, in duplicate and submit the same along with statement of trips to various locations indicating the kilometer run during the month and the cumulative kilometer run from the award of contract. The softcopy of the statement of trips shall be forwarded to: apovigil@britatom.gov.in.
- (d) The firm shall indicate the Work Order No., Title of Work, PAN No., GST No. in the invoice and submit the same duly signed & stamped.
- (e) Income Tax and TDS on GST as applicable will be deducted from the bill. No advance payment shall be paid to the Contractor under any circumstances during the tenure of this Contract.
- (f) In case of any disputes; Chief Executive, BRIT reserves the sole right to decide the rate of payment to the party.

#### 4.11 Indemnification of Government

- (a) The Tenderer shall be bound to bear all the expense of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to any neglect or resistance and to pay any damages and costs which may be paid to compromise any claim by any persons.

- (b) The Tenderer shall indemnify and keep indemnified, the Government against all losses and claims for injuries or damages to any persons or any property whatsoever which may arise out of or in consequence of the tender and it shall be the tenderers' responsibility to make necessary arrangements in this respect at his own cost.

**4.12 Confidentiality**

The Contractor shall ensure at all times that, without the consent of BRIT in writing, not to divulge or make known any trust, accounts matter or transaction undertaken or handled by the BRIT and also shall not disclose any information about the affairs of BRIT/Department. This clause however does not apply to the information, which becomes public knowledge.

**4.13 Corrupt Practices**

During the course of Contract, if any of Contractor's personnel or the Contractor are found to be indulging in any corrupt practices causing any loss of revenue to the Department, the Department shall be entitled to terminate the Contract forthwith duly forfeiting the Contractor's Performance Guarantee and Security Deposit without prejudice to any other right or remedy that the Department may have against the Contractor.

**4.14 Canvassing**

- (a) Canvassing either directly or indirectly, in connection with the Tenders is strictly prohibited.
- (b) Tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
- (c) Any act on the part of the Tenderer to influence any person in the Department is liable for rejection of his Tender.

**4.15 Declaration regarding near relatives:**

- (a) The Tenderer shall give a list of both Gazetted and Non-Gazetted employees in the Department of Atomic Energy who are related to him.
- (b) He shall also intimate the name of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any Gazetted Officer in the Department of Atomic Energy.
- (c) Any breach of this condition by the Tenderer would render him liable to be barred from tendering in this Department.



**4.16 Termination of Contract:**

- (a) During the period of contract the Government may terminate the contract at any time without assigning any reasons therefor by giving three months' notice. However, if the services are unsatisfactory, the contract may be terminated at short notice.
- (b) During the period of extension beyond two years, the Government may terminate the contract at short notice.
- (c) During the period of contract the Tenderer shall give Three months' notice in case he intends to terminate the contract at any time, failing which the Security Deposit, Performance Guarantee and pending dues will be forfeited.
- (d) In case of termination of the Contract by the Government due to non-execution of work/under performance or withdrawal of service by the contractor without giving a notice period of three months in advance, Performance Guarantee, Security Deposit as well as pending dues shall be forfeited and the defaulter Contractor will be black listed for a period which competent authority may deem fit.

**4.17 Arbitration**

All disputes and differences arising out or in any way touching or concerning the contract whatsoever except as to any matters, the decision of which is specially provided by these conditions, shall be referred to the sole arbitration of Chief Executive, BRIT. Any award of the said Chief Executive, BRIT or the Arbitrator appointed by him shall be final and binding on the parties to this agreement. To all such proceedings, the provision of Indian Arbitration Act, 1949/ Arbitration & Conciliation Act, 1996, shall apply.

**4.18 Jurisdiction**

In case of any dispute arising on the above Contract, the Courts in Mumbai will have the sole jurisdiction to hear the case.

**4.19 Force Majeure**

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance under the contract. The performance



under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of BRIT as to whether the services have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days either party may, at his opinion terminate the contract.

*M. J. [Signature]*

-000-

ANNEXURE - V

**5. SPECIAL CONDITIONS OF CONTRACT**

- 5.1 The Contractor shall be solely responsible for any injury to or death of any third person caused due to Contractor or its staff's negligence. All liabilities arising out of accident or death shall be borne by the Contractor.
- 5.2 The Contractor shall ensure that the personnel deployed by him are extremely courteous with very pleasant manners and should project an image of utmost discipline.
- 5.3 The Contractor or his staff shall not accept any gratitude or reward in any shape from any employee.
- 5.4 The integrity of the driver engaged by the Contractor should be beyond doubt. The Contractor shall verify and establish the character and antecedents of the personnel proposed to be deployed on duty.
- 5.5 The Contractor shall abide by and comply with all the relevant labour laws and statutory requirements and responsible to provide all the benefits to his staff thereunder.
- 5.6 The Contractor shall not employ any person below the age of 18 years. Only physically and medically fit personnel shall be deployed by the Contractor.
- 5.7 The remuneration including all statutory levies etc. of Driver or any other personnel employed for the purpose shall be borne by the Contractor. Default in payment of salary/wages or other dues to staff deployed shall constitute a breach of the Contract and shall entitle the Department to terminate the Contract and forfeit security deposit.
- 5.8 If as a result of post payment audit or otherwise any overpayment is detected in respect of any work done by the Contractor or alleged to have been done by the Contractor under the Contract, it shall be recovered by the Department from the Contractor.
- 5.9 The Contractor shall not Sub-Contract full or part of the work order without written consent of Chief Executive, BRIT.
- 5.10 In the event of any loss incurred by the Department, as a result of any lapse on the part of the Contractor which will be established after an enquiry conducted by the Department, the said loss can be claimed from the Contractor upto the value of the loss. The decision of the Chief Executive, BRIT, will be final and binding on the Contractor.
- 5.11 If the Contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Department for the fulfillment of the terms of the Contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/ group/partnership shall not be altered without the



approval of the Department.

- 5.12 The Contractor shall be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act, 1970 and other applicable laws and follow guidelines with respect to labour laws. The Contractor shall comply with the various Labour Laws (both Central and State Government) and all necessary arrangements for labour security, insurance etc. in respect of the personnel employed by him shall be made by him at his own cost.
- 5.13 The Contractor shall provide the copies of relevant records during the period of Contract or otherwise even after the Contract is over whenever required by the Department.
- 5.14 The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same.
- 5.15 The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Department fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.
- 5.16 The Contractor shall indemnify and hold the Department harmless from and against all claims, damages, losses and expenses arising out of or resulting from the works/services under the Contract provided by the Contractor.
- 5.17 The contractor will be completely responsible for any damage to the vehicle, any personal injury to the Driver, or any other person (s) in the employment of the Contractor or occupant of the vehicle or any other person (s) or damage to any property by contractor's vehicle while on BRIT Duty and absolve BRIT from any claim and damages for entire period of contract.
- 5.18 Any liability arising out of any litigation (including those in consumer courts) due to any act of Contractor's personnel shall be directly borne by the Contractor including all expenses/fines. The concerned personnel of the contractor shall attend the court as and when required.
- 5.19 All the formalities, Rules and Regulations imposed by the State or Local Authority connected with the plying of Vehicle should be complied with by the contractor. The contractor shall abide by Municipal bye-laws, Rules and Regulations relating Code on Wages, 2019, and Labour Laws and also by the laws of State and Central Government, in force from time to time pertaining to his establishment including those employed by him directly. Any penalty or fine levied on account of negligence and breach of any Rules/Laws/ Regulations in force shall be borne by the contractor.
- 5.20 The Tenderer shall ensure that no unauthorized persons are permitted to travel in the vehicle hired by BRIT.



-0-

Annexure-VI**LIST OF MEDICAL RESCUE EQUIPMENTS**

The following Medical rescue equipment's are to be fitted in the ambulance.

Sr. No.	Details of equipment
1.	First aid box
2.	Oxygen Cylinder
3.	Stretcher
4.	Pilot Lamp
5.	Fire Extinguisher
6.	Call Bell
7.	Distress Siren
8.	Wheeled chair with folding devises/adjusting devises
9.	Spine Board having six feet length.

*HP*  
*11/24*

-o0o-

ANNEXURE –VII

LETTER OF TRANSMITTAL  
(To be furnished in the Tenderer's letterhead)

To

Chief Administrative Officer  
Board of Radiation & Isotope Technology  
BRIT BARC Vashi Complex  
Sector-20, Vashi  
Navi Mumbai- 400 703

Subject: Notice Inviting Tender No. BRIT/VIG/AMB/4/2020- Submission of bid for providing one Non-cardiac Non-AC Regular Ambulance (Tempo Traveller/Swaraj Mazda/equivalent) (2017 or later model) with trained Attendant

\*\*\*\*\*

Sir,

Having examined the details given in the notice and bid document for the above work, I/We hereby submit the relevant information.

2. I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
3. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
4. I/we also authorize Chief Administrative Officer, BRIT or his authorized representative to approach individuals, employers, firms and corporation to verify our competence and general reputation.
5. I/We hereby declare that I/We am/are not involved in any litigation on the date of submission of the tender.

OR

The details of litigation involving me/us are furnished below:

---

Enclosures:

Signature(s) of Tenderer(s) &  
Seal of Tenderer(s)

Date of submission:

BRIT/VIG/AMB/4/2020

(Signature of Contractor)



-o0o-

## ANNEXURE-VIII

TECHNICAL-CUM-FINANCIAL BID (Part-A)  
(to be submitted on letterhead)

Notice inviting Tender No. BRIT/VIG/AMB/4/2020/

Please affix  
passport size  
photograph of  
authorised  
signatory

Sr. No.	Particulars to be furnished		
1.	Name of the Contractor / Proprietor/Authorised Signatory		
2.	Name and Address of the Organization (including landline no., email ID, Mobile No., Web-site, if any)		
3.	Type of Organization (Proprietary/Partnership Firm/ Joint		
4.	Registration No. & Year of Registration (enclose copy)		
5.	Details of Authorized person to deal with (Enclose copy of power of attorney, if any)	Name:	
		Designation:	
		E-mail ID:	
		Website:	
		Landline No.:	
6.	Business License of the firm issued by Municipal Corporation/State/Central. Govt. Authorities (enclose copy)		
7.	Permanent Account No./GIR No. (enclose copy)		
8.	GST Registration No. (Enclose copy)		
9.	Provident Fund Account No. of the firm, if any		
10.	ESI Registration No. of the firm, if any		
11.	Details of ISO Certification, if any		
12.	Copies of duly audited Profit & Loss A/c and Balance Sheet for the financial years 2019-20, 2018-19, 2017-18, 2016-17 and 2015-16.	Year	Copy Enclosed (Write yes or No)

BRIT/VIG/AMB/4/2020

(Signature of Contractor)

13.	Copies of Income Tax returns filed during the financial years 2019-20, 2018-19, 2017-18.		Year		Copy Enclosed (Write yes or No)		
14.	Give the following details with regard minimum of 3 years' experience of having successfully completed similar contracts for providing Non-Cardiac Ambulance awarded by Central/State Government Department/Autonomous Bodies/University/Public Sector Undertaking of Government of India/Local Bodies or any reputed private company/reputed hospital managed by Trust during last five years ending 31/12/2020. (Copy of work order and work completion certificate to be attached).						
Sr. No.	Name and address of the establishment	Period of contract		Value of contract	Ambulance type (cardiac/non-cardiac)	Copy Enclosed (Write yes or No)	
		From	To				
15.	Give following details of one similar completed contract costing not less than the amount equal to 40% of the estimated cost of contract during the preceding five years ending 31/12/2020 (copy of work order and work completion certificate to be attached)						
Sr. No.	Name and address of the establishment	Period of contract		Value of contract	Ambulance type (cardiac/non-cardiac)	Copy Enclosed (Write yes or No)	
		From	To				
17.	Details of work orders on hand (enclose copies of work orders)						
Sr. No.	Name and address of the establishment	Period of contract		Value of contract	Ambulance type (cardiac/non-cardiac)	Copy Enclosed (Write yes or No)	
		From	To				
18.	Total No. of Ambulances available (please furnish details and enclose copy of RC book) :						
Sr. No.	Registration No.	Date of Registration	Makers Name	Vehicle Make	Month & Year of Manufacture	Cardiac/ Non-Cardiac Ambulance	Copy Enclosed (Write yes or No)

12/4

19.	Details of any other Trade/business carried out by the Firm. (please attach sheet, if necessary)		
20.	Particulars of relatives working in BRIT/Department of Atomic Energy		
Sr. No.	Name of the Employee	Designation	Unit
21.	Any other relevant information		

*step*

o0o-

## ANNEXURE-IX

**CHECKLIST FOR THE BIDDER**

(Please put 'X' in the box provided)

Sr. No.	Particular of the document	Checked (Please put 'X' mark)
1.	Photograph affixed in the place provided	
2.	Copy of certificate of Registration enclosed	
3.	Copy of power of Attorney or such other document authorizing a Person for signing the Tender document in case of a Partnership Firm/Limited Company/Corporation	
4.	Copy of MSME Registration enclosed	
5.	Copy of Business License of the firm issued by Municipal Corporation/State/Central. Govt. Authorities enclosed	
6.	Copy of PAN / GIR Card enclosed	
7.	Copy of GST Registration Certificate enclosed	
8.	Copy of Provident Fund Account No. of the firm, if any, enclosed	
9.	Copy of ESI Registration No. of the firm, if any, enclosed	
10.	Tender document duly signed on each page	
11.	Copy of work order / work completion certificate showing minimum of 3 years' experience of having successfully completed similar contracts during last five years ending 31 <sup>st</sup> December 2020, enclosed.	
12.	Copy of work order / work completion certificate showing completion of one similar contract costing not less than the amount equal to 40% of the estimated cost of contract during the past five years ending 31 <sup>st</sup> December, 2020, enclosed	
13.	Copies of duly audited Profit & Loss Account and Balance Sheet for five successive financial years i.e., 2019-20, 2018-19, 2017-18, 2016-17 and 2015-16 enclosed	
10.	Copies of Income Tax returns filed for 3 financial years 2019-20, 2018-19, 2017-18.	
11.	Copies of RC book of vehicles	
12.	Tender Document (NIT) duly filled and signed on all pages along with all enclosures placed in Separate envelope duly superscribed Tender Notice No. BRIT/VIG/AMB/4/2020 and marked Envelop-I.	
13.	Technical-cum-financial Bid placed in separate Envelop, superscribed Technical-cum-financial Bid for Tender Notice No. BRIT/VIG/AMB/4/2020 duly sealed and marked Envelop-II	
14.	All the two Envelopes put in a separate cover sealed and superscribed "Tender Notice No. BRIT/VIG/AMB/4/2020" for providing one Non-cardiac Ambulance (2017 or later model) with trained Attendant	
15.	Technical and Financial Bid duly signed by authorized signatory.	



BRIT/VIG/AMB/4/2020

(Signature of Contractor)

## ANNEXURE-X

**TECHNICAL-CUM-FINANCIAL(PART-B)**  
(to be submitted on letterhead)

Notice inviting Tender No.BRIT/VIG/AMB/4/2020/

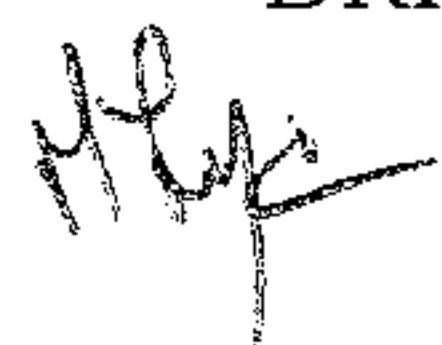
The amount quoted for providing one Non-cardiac Ambulance (2017 or later model) with trained Attendant on round the clock basis with a monthly ceiling of 300 km to Board of Radiation & Isotope Technology (BRIT), Vashi, Navi Mumbai to be stationed at BRIT/BARC Vashi Complex, Navi Mumbai, as per the scope of work is as follows:

Rate for monthly ceiling of 300 km			
Regular Ambulance (Tempo Traveller /Swaraj Mazda/ equivalent )			
Rate Per month	Rate per annum	Rate Per month	Rate per annum
Rs. _____ (In figures)	Rs. _____ (In figures)	Rs. _____ (In figures)	Rs. _____ (In figures)
Rupees _____ (in words)	Rupees _____ (in words)	Rupees _____ (in words)	Rupees _____ (in words)

- 1) The tenderers may quote for Regular Ambulance vehicle viz. Tempo Traveller /Swaraj Mazda/ equivalent.
- 2) Rates quoted by the tenderer shall remain firm throughout the period of contract. The rates quoted by the tenderer shall be inclusive of Fuel, lubrication, repair & maintenance of vehicle, depreciation due to normal wear and tear, interest on capital, taxes and other levies, wages of the Drivers and Attendants, overtime, uniform, comprehensive insurance covering passenger risk, third party property liability etc., but excluding Toll, Parking charges and GST. Toll, Parking charges and GST shall be reimbursed at actuals on production of receipt along with the bill. No other payment shall be made by the Government except those specifically mentioned in the tender document.

BRIT/VIG/AMB/4/2020

(Signature of Contractor)



- 3) If the rates offered in the bid is ambiguous or not adequate enough to meet the minimum rate of wages as defined in clause 5 of the Code on Wages, 2019, and the operation & maintenance cost (Refer Clause 3.10 above), the bid will be treated as a bid with "NIL" consideration, unresponsive and will not be considered.
- 4) Where there is a discrepancy between the rates in figures and in words, the amount written in words will *govern*.
- 5) The rates shall remain firm throughout the currency of the contract and shall be valid for two years from the date of commencement of the contract and also valid for extension period, if any.



*Authorised Signatory and Seal of the Tenderer*

-o0o-

Declaration by the Bidder

I/We \_\_\_\_\_, hereby declare that I/We have downloaded the Tender Document from the website <http://britatom.gov.in> and I/We have not tampered the tenderdocument issued vide Tender No: BRIT/VIG/AMB/4/2020.

Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent modification and replacement.

Dated this ..... Day of .... 2020  
Place: .....



Authorised Signatory & Seal of the Contractor

ANNEXURE- XI

UNDERTAKING  
(To be submitted on letterhead)

I/We have read and examined the Notice Inviting Tender, Salient Governing Features of the Tender/Work including, Scope of Work, General Rules & Directions, Clauses of Contract, Conditions of the Contract, Instructions to the Bidders and other documents and rules referred to in the Conditions of Contract and all other contents in the tender documents for the work.

We undertake to enter into agreement immediately after issue of Work Order and within 20 days from operation of vehicle and bear all expenses including charges for stamps etc. and agreement will be binding on us.

We agree to keep the tender open for one hundred eighty (180) days from the last date of its submission and not to make any modifications in its terms and conditions.

If I/We, \_\_\_\_\_ fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to take a decision to debar the contractor.

I/We hereby declare that I/We shall treat the tender documents, specifications and other records connected with the work as secret / confidential documents and shall not communicate information derived there - from/to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

(Signature of the Contractor)

Date :

Place :

Witness

Name and address :

Occupation

-o0o-



## ANNEXURE- XII

## FORM OF PERFORMANCE GUARANTEE (BANK GUARANTEE) BOND

1. In consideration of the President of India (hereinafter called "The Government") having agreed under the terms and conditions of Letter of Intent / Agreement No..... dated..... made between ..... and ..... (hereinafter called as said Contractor) for the work..... (hereinafter called "the said Letter of Intent / Agreement") having agreed to production of a irrevocable bank Guarantee for Rs. (Rupees only), as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.
2. We .....(Indicate the name of the Bank) (hereinafter referred to as "the Bank") .....hereby undertake to pay to the Government an amount not exceeding Rs. .... (Rupees ..... only) on demand by the Government.
3. We .....(indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees ..... only).
4. We, the said bank, further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.
5. We \_\_\_\_\_(indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Officer-in-charge on behalf of the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee.
6. We \_\_\_\_\_(indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in anymanner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act of



omission on the part of the Government or any indulgence by the Government to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
8. We, \_\_\_\_\_ (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing.
9. This guarantee shall be valid up to (date) unless extended on demand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs \_\_\_\_\_ (Rs. \_\_\_\_\_ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Sign and seal of the Contractor

Date ..... day of ..... For ..... (Indicate name of the Bank)



-o0o-

ANNEXURE-XIII

**Form of Bid-Security Declaration**

Date:

Bid No: BRIT/Vig/AMB/2020

To,

Chief Administrative Officer  
Board of Radiation & Isotope Technology  
BRIT BARC Vashi Complex  
Sector-20, Vashi  
Navi Mumbai- 400 703.

I/We understand this Bid Security Declaration is in lieu of Bid Security (Earnest Money Deposit) and I/We accept that if the bids are withdrawn or modified during the period of the validity, I/We will be suspended for the time specified in the NIT.

Signature:

Name:

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

(insert date of signing)

Seal



BRIT/VIG/AMB/4/2020

(Signature of Contractor)