



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

ICMR - National AIDS Research Institute
Department of Health Research, Ministry of Health
and Family Welfare, Government of India

Plot No.73, 'G' Block, M.I.D.C., Bhosari, PUNE – 411 026

Tel: +91-20-27331200, 27331365, Fax: +91-20-27121071

E-mail: nariadmin1@nariindia.org

Web Site: <http://www.nari-icmr.res.in>

Tender Notice

The Director, ICMR-NARI, invites Tender in Two Bid System (i.e. Technical and Financial Bid) from eligible Manufacturers / Firms / Companies / Authorized Agents / Distributors/ Dealers Offline (Sealed Tenders) on mutually agreed terms and conditions and satisfactory performance for Supply of Liquid Nitrogen & Carbon Di-oxide. You are requested to quote your best offer along with the complete details of specifications, terms & conditions.

Tender Enquiry No	: NARI/2023-2024/LN2
Description of Service	: Onsite Supply of Liquid Nitrogen and Carbon Di oxide
Mode of Tendering	: Technical Bid (Part – I) & Financial Bid (Part – II)
EMD to be submitted (along with tender)	: 28000/-
Date of Publication	: 02.01.2024
Due Date for Submission	: 16.01.2024 before 05.00pm
Opening of Tender	: 17.01.2024

Prospective Bidders may download the tender documents from ICMR-NARI Website and submit the tender along with EMD by Demand Draft from Nationalized Bank only favoring to Director, ICMR-National aids Research Institute, Pune Payable at Pune. The Directors, ICMR-NARI, Pune reserves the right to accept or reject any/all application withoput assigning any reason thereof and it will be binding on the parties.

Following documents are attached herewith as a part of tender Notice:

Annexure	Description of the document
A	Eligibility criteria for the tenderer/Bidder
B	Eligibility of the tender documents
C	General Terms and conditions of the tender
D	Special conditions of the tender
E	Instructions to the Tenderer/Bidder for submitting tender documents
F	Technical Bid: Scope of contract and compliance chart (Part-I)
G	Instructions about filling the Financial Offer form (PART II)
H	Format of Vendor capability proforma to be duly filled, signed, stamped and to be submitted with the technical bid (Part-I)
I	Format of Letter of authorization from the Manufacturer/supplier to be duly filled, signed, stamped and to be submitted with the technical bid (Part-I)
J	Format of NEFT/RTGS details to be duly filled, signed, stamped and to be submitted with the technical bid (Part-I)
K	Format of Notary affidavit on Non- Judicial Stamp Paper of Rs.100/- to be duly filled, signed, stamped and to be submitted with the technical bid (Part-I)
L	Format of Disclosure of existing customers to whom the supply of equipment / service was made available in India to be duly filled, signed, stamped and to be submitted with the technical bid (Part-I)
M	Format of Performance Bank Guarantee

Tenderers/Bidders are requested to read carefully all above mentioned documents (Annex. A to L) prior to submission of the tender. Information as asked to be filled in various formats should be properly filled and submitted along with the technical offer, Part-I of the tender/bid.

The bidder may contact the following officials for any clarification required:

- A. ICMR-NARI, PUNE at Tel No. : 022-27331200 Extn. 1301/1365 for clarification on commercial / financial terms and tender procedure related clarifications and other tender related queries

Annexure A

Eligibility criteria for the tenderer/Bidder

Tenderers/Bidders confirming the following criteria will be eligible to participate in the II-part tender

1. The tenderer/Bidder should be having a legal entity either of individual/partners or a body corporate which may sue or may be sued.
2. The tenderer/Bidder should be competent enough to deal with the business of the tendered item technically and financially and should have adequate man-power having prescribed qualification (Skilled & Technical) required for managing the business.
3. The tenderer/Bidder should have necessary license under the prevailing laws of the land and competent to undertake import and export process of goods and services.
4. The tenderer/Bidder should have tax payment capability by producing 3 years Assessment Clearance Certificate as and when asked for in addition to PAN and TAN Number.
5. The tenderer/Bidder should not have been blacklisted /debarred from participating in the tender, either in government departments or in public sector undertaking

Note that Bids of tenderers /bidders not confirming to any of the above mentioned criteria are liable to be rejected.

Annexure B

Submission and Opening of Bids

(a) Place for submission of bid: Reception Counter, ICMR-NARI Admn. Building, Bhosari Pune 411 026.

(b) Date and Time for submission of bid: 16.01.2024 before 05.00 pm.

(c) Date and Time for opening of bid: 17.01.2024.

(d) The envelope should be superscribed "Tender for (Name of the item); due on 16.01.2024 and to be submitted to the address given below so as to reach before due date & time.

The Director

ICMR-National AIDS Research Institute,

Plot. No. 73, G Block, M.I.D.C. Bhosari.

Pune -411 026.

Bidders full address should also be indicated on the envelope.

(e) NARI will not be responsible:

1. For delayed/late bids submitted/sent by post/courier etc.
2. For non-receipt of bids at proper place.
3. Any bid received by NARI after the due date and time will not be accepted/considered under any circumstances.

(f) Opening of bids: Bidders/agents need not to be present while opening of bids. Tender Opening Committee of the institute will open the bids internally. Subsequently Technical Committee of the institute will evaluate the bids. The lowest evaluated bidder (lowest of technically qualified bidder) as per recommendations of technical committee will be accepted in each case. Decision of technical committee/competent authority of this institute will be final and binding in this regard.

Eligibility of the tender documents

Following are the important points, for which a tender may be declared as "NOT ELIGIBLE" during the scrutiny:

1. Tenders submitted after due date and time.
2. Tenders submitted at some other place/department at ICMR-NARI, Pune instead of Purchase Department either after the due date and time, or reached some other place before due date and time but subsequently reached Purchase department after due date and time.
3. The tender is unsigned
4. The tenderer has not agreed to give the required security deposit/performance bond, if asked.
5. Against the technical specifications/scope of supply as mentioned in tender notice, the tenderer has not quoted for the entire requirement as specified in the schedule.
6. The tenderer has not agreed to special conditions of the tender.
7. Tenders with conditional offers.
8. The tenderer who has furnished incomplete, incorrect or misleading information.
9. At the time of opening of Part-I, if a tenderer has included/mentioned price or any other charges in Part-I or has failed to submit Part-II separately in a sealed envelope.
10. The tenderer not complying to the warranty and AMC clauses as per tender terms, if any

Annexure C

General Terms and conditions of the tender

1. The tenderer/bidder should furnish complete contact details such as recent phone nos., mobile nos., email id, mailing address, office address which will be in operation for a period of two years. ICMR-NARI will send all communication preferably by e-mail. Non receipt of communication will not be our responsibility. So tenderer must ensure correct and operational email ID and fax Nos. If any changes in contact details then ensure to submit to ICMR-NARI through Email
2. The successor / heirs in office will be responsible for the liabilities created by the tenderer / bidder in respect to the item / services offered by tenderer/bidder
3. The tenderer/bidder will be responsible for safe transit of the goods under proper goods insurance coverage and under standard conditions.
4. The tenderer/bidder will be responsible for all the consequences legal or administrative with regard to the persons involved in refilling and delivery of the cylinders in case of any damage occurred to them while execution of the work.
5. Successful tenderer/bidder will be issued with a Letter of Intent (which will be followed by a Purchase Order) if required and such bidder will be under the obligation to submit the Performance Guarantee for the stipulated period.
6. Complete and detailed information should be provided in respect of each point specified in the technical specifications. Technical bids that are not complying the tendered technical specifications in any respect are liable to be rejected.
7. If any dispute arises out of the transaction in any manner that shall be resolved by the sole arbitration which shall be appointed by the Director, ICMR- NARI and in case such person is not acceptable to the supplier, Director-ICMR-NARI shall be the final and sole arbitrator who shall undertake the exercise of arbitration to resolve the dispute and such award as may be given by Director, ICMR-NARI shall be final and binding on both the parties.
8. If for any reason whatsoever any renderer/bidder withdraws hisbid at any time prior to expiry of the validity period or after issue of the Letter of Intent/ Work Order, Purchase Order, refuses to execute the Work Order / Purchase order or furnish the Security Deposit and Performance Guarantee for faithful performance of the contract within the stipulated time, the amount of E.M.D. is liable to be forfeited by ICMR-NARI.
9. Those tenderer/bidder who have paid Security Deposit / Performance Bank Guarantee must be taken back by the vendor within 3 months of expiry period. If not collected within 3 months the expired Bank Guarantee shall be destroyed.
10. The Director, NARI reserves the right of cancellation, adding, reducing or deferring the contract without assigning any reason thereof and claim in this behalf in any way shall not be tenable for compensation in one way or the other. In such case the bidder will be refunded with the earnest money deposit without any payment of interest. The Director, NARI, on enquiry, will disclose the reasons for rejecting a tender or none issuing a tender document.

Annexure D

Special conditions of the tender

PART I

- 1) Supply shall be As and When required basis.
- 2) Liquid Nitrogen shall be supplied in Supplier owned Cryogenic Vessel Tanker having the controlled facility to transfer liquid nitrogen in the liquid nitrogen controller.
- 3) The Contract shall be valid for one year, which shall be reckoned from the date of issue of Purchase Order.
- 4) Delivery Schedule: Material shall be delivered to the door after telephonic intimation from the authorized staff of ICMR NARI as per the requirements.
- 5) Inspection of supplied Liquid Nitrogen shall be done by the authorized staff of ICMR NARI.
- 6) The estimated requirement of Liquid Nitrogen in each trip will be approximately between 400 Litres (around 352 Kgs.) to 1000 Litres (around 880 Kgs.), mostly three times in a week and may vary according to our requirements.
- 7) Test Certificate from the manufacturer's laboratory indicating all the parameters of technical specifications shall be submitted for the Supply of Liquid Nitrogen on request
- 8) Tanker shall report at entry gate of our office location, No detention charges shall be payable due to delay on the part of Supplier.
- 9) The estimated requirement of refilled CO2 Cylinders in each trip will be approximately 2-3 cylinders (Approx. 20 kgs/cylinder) in two months and may vary according to our requirements.
- 10) Delivery Challan shall accompany with each Tanker/cylinder indicating the Gross Weight (preferably in lit/ Kgs.), Container Pressure etc..

PART II

1. Technical Compliance column should be filled with relevant data, figures, range etc. as applicable. Do not just mention "YES / NO / Complied. Bidders providing misleading or wrong information in the technical bid are liable to be rejected.
2. Past experience of the bidders in terms of quality of supplied items, timely delivery and execution of contract, responding to problems and queries, and overall support will be taken into consideration. **Bidders who has unsatisfactory past experience in last 1-2 years, bids of such bidders may liable to be rejected.**
3. The lowest financial offer amongst the technically qualified offers will only be considered for further process.
4. To arrive at L1 vendor/ lowest offerer – Total cost of the goods inclusive of all items as per mentioned in the scope of supply, inclusive of all applicable duties/ taxes/ transportation charges, other statutory levies will be considered.
5. Security Deposit @10% of contract value shall be submitted in Cash or inform of Bank Guarantee which will be valid for Contractual period. If admissible will be paid at applicable rate. No Sales Tax Exemption Form Will be issued.
6. The rate quoted must be valid for a period of one year. However, in case of downward revision in prices, government levies or taxes, the reduced price will be applicable.
7. The successful tenders will have to enter into a contract for supply of items.
8. Vendors must fulfill the vendor capability Performa giving all the requisite details, submit all required document mentioned and return back duly signed.
9. The Director, NARI reserves the right to reject any or all of the renders without assigning any reason.
10. **All vendors must disclose the names of their partners, if any. Firms with common Proprietor/partner or connected with one another either financially or as principal and agent or as master and servant or with proprietor/partners closely related to each other such as husband/wife, father/mother, son/daughter and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for the same contract, If so found, all such bid(s) shall stand rejected and tender deposit of each firm/establishment shall be forfeited.**
11. Vendors shall quote firm offers. Conditional offers shall not be considered.
12. The tenders must be valid for acceptance for a period of 6 months from the due date.
13. The vendor shall state the name and address of the authorized agents/ stockiest/distributors through whom the product shall be made available
14. Vendors who are not the manufacturers must mention the name and address of the manufacturer of the products offered by them. An authority letter from the manufacturer authorizing them to quote for their product is essential. The tender must state the brand name, make etc. of the product offered against every item quoted if applicable. The product offered should be of the same packing and strength as specified in the schedule.

15. The quantity mentioned against each item is an estimated monthly requirement quantity & can vary. The item shall be procured whenever required during the contractual period in quantities required from time to time.
16. The contract entrusted to the successful vendors will be subject to "Force Majeure" clause as per section 56 of the Indian Contract Act.
17. It shall be incumbent on the successful vendor to pay stamp duty on the contract.
18. Bills must be submitted directly to the Stores department within 15 days of the date on which supplies are made to the Institute. Payment against the bills will be made within 30 days if all the goods have been delivered in full quantity against the issue slips and the quality and quantity has been found to be acceptable. The Institute shall not be responsible for any delays in payment, If the bills are not submitted within 15 days of the date of supply.
19. ICMR – NARI reserves the right to purchase all OR any of the quantities tendered.
20. Rules & regulations of ICMR-NARI will be part of contract.
21. Tender must be submitted in the prescribed format duly signed on each page

PART III

1) Bid Security/Earnest Money Deposit (EMD):

A Bid Security or Earnest Money equivalent to Rs.28000/- of contract value must be furnished along with the tender in the form of Demand Draft from any nationalized Bank drawn in favor of the Director, ICMR-NARI, Pune payable at Pune. Bids, if received without Bid Security will summarily be rejected.

Refund of EMD

- 1) EMD of the successful tenderer/bidder will be refunded after the Security Deposit/Performance bank guarantee as called for the contract is furnished.
- 2) EMD of unsuccessful bidder is whose technical bid has not been found suitable will be returned after award of contract.
- 3) EMDs/Security Deposits that remains unclaimed for consecutive three financial years will be forfeited and credited to the Govt. treasury.
- 4) No interest shall be payable on Bid Security/EMD/Security Deposit.
- 5) The startups and the vendors registered with Micro, Small and Medium Enterprises (Ministry of MSME) can get the exemption for payment of EMD who are having Udyog Aadhar Memorandum Subject to furnishing of relevant valid certificate for claiming exemption.

2) Performance Bank Guarantee:

(The successful bidder has to submit Security deposit/ Performance bank guarantee/ Contract Security – in the form of Demand Draft (in favour of the Director, ICMR-NARI) or Performance Bank Guarantee (PBG)- for 10% of the total contract value, within 14 days from date of LOA/LOI as per prescribed format enclosed at Annexure-L.

Annexure E

Instructions to the Tenderer/Bidder for submitting the tender documents

1. Tenders are to be submitted in sealed envelopes super scribed with tender number, due date and time and clearly mentioning the name and address of the tenderer.
2. Technical Bid (Part-I) and Financial Bid (Part-II) should be kept in two separate sealed covers and both these covers again to be put in a single sealed cover and are required to be submitted within the specified due date and time.
3. Tenders should be deposited in the Inward Department, National AIDS Research Institute, G Block, Plot No:73, MIDC Bhosari, pune-411026 on or before due date and time as specified in the notice inviting tender.
4. An Earnest Money deposit as mentioned in the notice inviting tender are to be paid by Demand Draft in favour of "Director, NARI" payable at Bhosari, Pune-411026
5. Tenders received without paying EMD charges shall not be considered.
6. Each and every page of the technical offer as well as the financial offer to be signed by the bidder. No overwriting is permissible and such document having correction is liable to be rejected. However, cutting will be permissible on attestation by the authorized person
7. The Tenderer is required to furnish the Permanent Account Number (PAN) allotted by Income Tax Department. If registered with the National Small Industries Corporation, the registration number, purpose of registration and the validity period of registration etc. should also be provided in the offer/bid.
8. Discount offered should also be mentioned clearly in the bid.
9. Delivery Period: As time is the essence of the contract, delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise the Security Deposit furnished by the tenderer will be forfeited and also LD clause will be applicable/ enforceable.
10. Period of validity of bids: The bid should be valid/kept open for six months from the date of opening of the bid. Further, if extension of validity would be required in future, the bidder should extend the validity only and no other modifications shall be permitted.

IMPORTANT NOTE:

NARI shall not be responsible in any manner for late receipt of the tenders and/or EMD fee for whatsoever reason.

Annexure F

Technical Specification of Liquid Nitrogen (N₂):

Sl. No.	Parameter	Requirement
1	Temperature of Liquid Nitrogen in Cryogenic Tanker	(-) 196°C
2	Purity	99.99 % Min.
3	Oxygen content	10 ppm Max.
4	Properties of Liquid Nitrogen	Inert, Colourless, Odourless, Non-corrosive, Non-flammable Cryogenic Liquid

Instructions related to Tanker:

1	The Tanker shall be equipped with self-pressurizing system for transferring Liquid Nitrogen from Tanker to portable Cryo Vessels & Cryo Cans.
2	The Vessel of Liquid Nitrogen Tanker shall be developed @ 3-4 Kg/Cm ² pressure above Liquid Nitrogen, so that Liquid Nitrogen can be transferred easily and take less time for refilling in portable Cryo Vessels & Cryo Cans of different capacities (230/150/50 Litres).
3	For refilling of 04 Nos. of Cryo Vessels (capacity – 230 Litres) available at our Site, Liquid Nitrogen transfer hose (Flexi Hose Pipe) shall be always available with each Tanker. This Flexi Hose Pipe should be healthy and Liquid Nitrogen Gas will transferred/decanted by this hose only. Leakage due to unhealthy hose or any other reason related to Supplier's Tanker shall be borne by the Supplier.
4	In absence of Flexi Hose Pipe, Tanker shall not be accepted for Unloading / Decantation and Supplier has to arrange the Flexi Hose Pipe at the earliest for enabling the Unloading / Decantation process. No detention charges shall be payable due to delay on the part of Supplier.
5	Diameter of Supply Pipe (Connector) of Cryo Vessel – 20.7 mm.
6	Threaded Gauge – 14 TPI (Thread per inch) / Parallel thread. NOTE: These threads are on OD side of the connector. Therefore, one end of the Flexi Hose Pipe of Supplier's Tanker shall be able to connect with Supply Pipe connector of Cryo Vessels at our Site (as per our dimensions) so that Liquid Nitrogen can be transferred.
7	Length of the Flexi Hose Pipe of the Liquid Nitrogen Tanker – 5 meters (Min.).
8	During handling and filling of Liquid Nitrogen, PPEs (Personal Protective Equipment) and Tools shall be used by the person executing the job and it is the responsibility of the Supplier to provide the PPEs and Tools to the concerned person. PPEs will not be provided by ICMR-NARI.

Technical Bid:**Scope of contract and Technical Compliance Chart**

Sr. no.	Description/Scope of supply	Approx. Qty.	Location
1	Onsite Supply of Liquid Nitrogen on regular basis for One years on rate contract (LN2 Purity: 99.5%)	7500 Ltrs per Month	ICMR-NARI, G, Block, Plot No: 73, MIDC Bhosari, Pune-411026
2	Onsite Supply of Carbon Di-Oxide on regular basis for One years on rate contract (CO2 Purity: 99.5%)	90 kg per Month	ICMR-NARI, G, Block, Plot No: 73, MIDC Bhosari, Pune-411026
	Important terms and conditions:		
	Liquid Nitrogen and Carbon Di-oxide are the vital commodity required for various research activities. Therefore, contractor will have to fulfill the requested supply of LN2 & CO2 without any delay. Any loss due to late supply or irregular supply shall be recovered from the bills payable. Under no circumstances tenderer will stop/block the supply abruptly.		
	Proper procedure of NARI like making security gate entries, submitting delivery challans, etc should be followed.		
	Utmost care shall be taken while filling the LN2 & CO2 in the cylinders. Proper safety precautions against accidental splashes, spillage, cold burns, etc. Protective gears should be made available to the personnel filling the LN2 & CO2.		
	If any company has not given satisfactory performance during the order period Director NARI reserve the rights to terminate the contract and forfeit the Security deposit.		
	In the event of the order being placed to the successful tender and if the tenderer fails to fulfill to the terms and conditions envisaged, then NARI shall be at liberty to get the supplies from any other source and at such price as the NARI authority thinks fit and the successful tenderer shall be liable to pay difference thereof or the difference shall be deducted from the security deposit depending on such failures.		

	<p><u>LIQUIDITY DAMAGE:</u> Successful tenderer will have to supply the LN2 & CO2 within the stipulated time period mentioned in the supply order. If the agency is not in a position to fulfill requirements due to strike in office, break down of fleets, maintenance of LN2 & CO2 plant or any other reason, then the tenderer must arrange delivery of LN2 & CO2 from other sources at agency's risk and cost. In failure to do so, the Security Deposit submitted by the firm will be forfeited if the performance of the approved firm is found to be not satisfactory for irregular supply against indents placed during the validity period of the tender, a sum equivalent to 2% percent of the price of the undelivered stores of the stipulated rate for each week or part thereof during which the delivery of such stores are delayed will be recovered from bills/performance security OR such store will be purchased from any other sources and at such price as the NARI authority feels fit and to recover the differences of cost if any, from the tenderer. The additional amount of expenditure incurred over and above approved rates will be liable for recovery from the successful tenderer. The defaulting tenderer will be debarred from participant of any tender of NARI.</p>	
	<p>We have quoted for all the items meeting the description/scope of supply in Financial bid in the prescribed format of the Tender documents (Partial/incomplete offers are liable for rejection)</p>	<p>Agreed / Not Agreed</p>
	<p>We will supply LN2 & CO2 onsite for One year without interruption as per rate quoted in the financial bid.</p>	<p>Agreed / Not Agreed</p>
	<p>We agree to the above terms & condition</p>	<p>Agreed / Not Agreed</p>

I/we hereby declare that the information given by me is true to the best of my knowledge and I / we take the responsibility for same. I/We also understand that partial/incomplete offer will liable for rejection.

Date:

Signature and seal of the tenderer

Annexure-G

Instructions about filling the financial offer form (PART II)

1. The detailed price of the scope of supply should be quoted in Financial offer Part -II of the tender as per format provided in the financial chart
2. If a tenderer/bidder states /quotes wording such as 'N.A'. or '—' or 'N/A' or 'Not Applicable' or "Nil" charges, or "field left blank", in the financial bid, then the bid shall be treated as unresponsive and will not be considered. (as per Rule 160 (xiv) of General Financial Rules 2005 vide DAE letter No. 1/5(3)/2012-Budget/ 2483 dated February 20, 2014).
3. Validity : The tendered offer must remain valid at least for a period of **six months** (180 days) from the date of the opening of the technical bid (part-I).
4. **Payment Terms :**
 1. Two separate slips will be issued for refilling of LN2 and Carbon Dioxide
 2. Payment within 30 Days per lot of refilling & per trip of transportation
 3. The amount / rate of taxes as may be levied should be indicated separately in the financial offer.

Financial Bid

1. The Liquid Nitrogen and Carbon Di-Oxide should have minimum 99.5% purity.
2. The rate is per liter and kg.
3. Rate per litre & kg may please be quoted for F.O.R. destination in the Vertical Storage Containers of the Department with weekly / monthly at approximate requirement as given below. It may please be noted that, escalation of rate due to increase in diesel, lubricant and Govt. taxes will not be paid during the said period.
4. The cost of Liquid Nitrogen and Carbon Di-Oxide will be paid only on the net quantity received at the destination by weighing the transport vehicle with the vessel and deriving the quantity. Thus, the transit evaporation is borne by the tenderer.

Sr. No.	Description	Qty	Unit	Unit Rate	Amt.
1`	Supply of Liquid Nitrogen on regular basis for one years at rate running contract (Ex. Factory rate) in lot of about 1500 - 2500 Ltr twice a week/ fortnightly or as and when required to our centre at, ICMR- NARI, Plot No.73, G Block MIDC Bhosari, Pune 411 026 And dispensing Liquid Nitrogen in the LN2 containers of NARI (presently about 15 nos.) The deliverable quantity at NARI shall be measured and billed for payment Purity – 99.5% Boiling point (-) 196°C	7500 Ltrs (per Month)	Ltr		
2	Supply of Carbon Di-Oxide on regular basis for One years on rate contract (CO2 Purity: 99.5%)	90 Kg (per Month)	Kg		
	Total				
	GST				
	Grand Total				

NOTE:

- 1) The quantity mentioned above is indicative and will vary as per requirements.
- 2) The agency has to quote for entire items and incomplete quotation will not be accepted.
- 3) The agency who has quoted the lowest cumulative offer for two years supply will be considered as L1.

Date:

Contractors Signature & Seal

Annexure -H

VENDOR CAPABILITY FORM

Tender No:	
Name / Title of the Bidder	
Due Date and time of the submission of the tender.	
DD/ Cash Receipt No. for EMD Amount and Date	
Name of the Item / Work	
Full Address (recent)	
E-Mail (recent)	
Tel. No & Mobile No. (recent)	
Fax (recent)	
Name of the person authorized to deal / undertake business for and on behalf of the bidder	
Tel. No & Mobile No. (Recent)	
Fax (Recent)	
E-Mail (Recent)	
Legal entity of the bidder whether Firm / Society / Company / Other entity	
a. Registration No.	
b. Authority with whom registered	
c. Licence No. granted by for	
Main business of the bidder whether Manufacturer, Business Distributor, Wholesale Dealer, Retail trader or Service Agent	
Authorized Area of operation in India	
Name of the Principal Organization / Company for and on behalf working in India	
Origin of the Principal Organization / Company	
Address of the Principal Organization / Company	
Tel. No. & Mobile No.	
Fax	
E-Mail	

Name & Address of the Bankers of the bidders.	
Authority / Delegation / Licence No. & Date granted by the principal to the representative bidder	
PAN No.	
TAN No.	
Registration No. granted by Central Excise Commissioner for Service tax	
GST No.	
Central Excise License No.	
Import / Export Code No.	
License No. for import	
No. of manpower employed by the bidder	
a. Scientific	
b. Technical	
c. Administrative	
d. Finance	
Support facility equipment No.	
Experience of the bidder in dealing with the tendered item. Tenderer must have similar job done in the line of business / experience with 3 to 5 years will be considered	
Whether supply of any item / service to NARI in past; if yes indicate the Purchase Order No. & Date	
Any other relevant information for submission	

Certified that the above information is correct & true to the best of my knowledge and belief. Nothing has been concealed and fabricated and in case any information is found incorrect. I, the under signatory will be personally responsible.

I/We have read all the general and special Terms and conditions of the tender and the same are acceptable to me/us.

(Tender's Signature)

Stamp

Annexure I

To be printed & executed on Letter head of the principal supplier/manufacturer of the equipment of foreign origin

LETTER OF AUTHORIZATION

I, Mr. _____ Chairman / Managing Director / President / Vice-President
/ General Manager hereby certify and declare that
M/s. _____ having its registered office at
_____ is an organization dealing
with the manufacturing and assembling of the equipment _____
which is meant for scientific use for research/diagnostic/treatment and having business operations
in India.

It is also certified that our representation and operations in India is done & executed by M/s.
_____ which is a organization constituted under
the provisions of _____ and having their registered office at
_____ who has been fully authorized by us to act as our
representative in whole or part of India to deal, undertake, participate in the business proceedings,
quote rate for supply, installation, testing and commissioning, after sales services of our products /
equipments and their spare parts together with consumables and procure purchase orders to pass
to us on such rates and conditions as may be negotiated by them for and on behalf of us.

The Indian agent M/s. _____ has also been authorized to
provide after sales services, supply spare parts and consumables on the authorized rates as indicated
in the price list of the company for the period of the currency of warranty and annual maintenance
contract thereafter for a period of 5 years. They have also been authorized to negotiate the rate for
allowing special discount to the hospital.

Signature

Name of authorized person for bidder with seal

Annexure J

NEFT FORM Format

APPLICATION FORM FOR DEPOSITING PAYMENT AGAINST BILLS IN BANK ACCOUNT BY ELECTRONIC CLEARING SERVICE / NEFT

1)	Name of the Vendor	
2)	Vendor Address & Other Particulars	
a)	PAN NO.	
b)	GST NO.	
c)	CST NO.	
d)	Mobile No.	
e)	Email ID	
3)	Account Holder's Name (Title of the Account)	
4)	Bank Account No.	
5)	Bank Name, Branch & Address	
6)	9-Digit MICR code of the bank	
7)	Account type (SB/CURRENT)	
8)	IFSC Code (attach xerox copy of cheque)	

I hereby declare that the particulars given above are correct and complet. If the transaction is delayed or not effected at all for reasons of incomplete information, I would not hold the user institution responsible. I agree to discharge the responsibly as a participant under the scheme.

Signature of the Vendor with seal.

Certified that the particulars furnished above are correct as per our records.

Signature of the authorised official from the bank.

Bank stamp :

Date :

Note: Xerox copy of cheque may be attached, without which the form will not be accepted.

Annexure K

Format of Notary affidavit on Non- Judicial Stamp Paper of Rs.100/- stating their in as under:-

1. Confirming that no case pending against them in court of law, or that no time they were penalized by any court of Law or Regulatory Authority.
2. That the firm is never being blacklisted /penalized /defaulted by any government Institution / Hospitals with in last 5 years.
3. That the firm has deposited up to date Sales Tax and Income Tax. (Upload scans copy of clearance / Return certificate).
4. That the rates quoted by the firm are the lowest and not higher than the wholesale market rates /quoted in any other Institution or Hospitals. Rates have been checked by me / us and if approved I shall supply that items in the specified period.

Annexure L

To be printed & executed on Letter head of the supplier company / Indian agent

Schedule of disclosure of existing customers to whom supply of equipment / service made available in India

CERTIFICATE

This is to certify that M/s. _____ having manufacturing factory / unit at _____ and having registered office at _____ is a company registered and incorporated company under the Law of the land of _____, is our the principal company manufacturing the equipment namely _____. The said equipment has been supplied, installed and successfully commissioned with the users as are listed with their addresses in annexure hereto.

This is also to certify that we have not supplied above named equipment to any of the users in India at the cost less than the price quoted by us to Director, NARI, within the period of last six months.

Signature

Name of authorized person for bidder with seal

ANNEXURE-M

**PERFORMANCE GUARANTEE / SECURITY DEPOSIT IN THE FORM OF BANK
GUARANTEE**

(On stamp paper of appropriate value from any Nationalized Bank)

Bank Guarantee No: _____

Dated: -----, 2023

To,

The ICMR National AIDS Research Institute,
G Block, MIDC, Bhosari
Pune-411026

Dear Sir,

In consideration of **ICMR-NATIONAL AIDS RESEARCH INSTITUTE** (hereinafter called as ICMR-NARI) which expression shall include his successor and assignees having awarded to
..... (Hereinafter referred to as the said Agency when
expression shall wherever the subject of context so permits include its successors, representatives,
assignees, executors, administrators) a contract No. In terms inter alia, of ICMR-
NARI's Letter No. dated. and the General Conditions of Contract and upon
the condition of the Agency's furnishing security for the performance of the Agency's obligations and
discharge of the Agency's liability under in connection with the said contract up to a sum of
Rs..... (Rupees..... only) amounting to 10% (Ten) percent of
the total contract value.

1. We. (here in after called "The Bank
which expression shall include its successors and assigns) hereby jointly and severally undertake to
guarantee the payment to ICMR-NARI in rupees forthwith on demand in writing and without protest of
demur or any and all moneys anywise payable by the Agency to ICMR-NARI under in respect of or in
connection with the side contract inclusive of all ICMR-NARI's losses and damages and costs, (inclusive
between attorney and client) charges and expenses and other moneys anywise payable in respect of the
above to this guarantee up to an aggregate limit of Rs.
...../- (Rupees.....only).

2. We Bank further agree that ICMR-NARI shall be sole judge of and as to whether the said Agency has committed any breach or breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to or suffered by ICMR-NARI on account thereof and the decisions of ICMR-NARI that the said Agency has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by ICMR-NARI from time to time shall be final and binding on us.

3. ICMR-NARI shall be at liberty without reference to the bank and without affecting the full liability of the bank hereunder to take any other security in respect of the Agency's obligations and liabilities hereunder or to vary the contract or the work to be done there under vis-à-vis the Agency or to grant time or indulgence to the Agency or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/ or any other security (ies) now or hereafter held by ICMR-NARI and no such dealing (s) reduction (s) increase (s) or other indulgence (s) or arrangements with the Agency or release or forbearance whatsoever shall absolve the Bank of the fail liability to ICMR-NARI hereunder or prejudice the rights of ICMR-NARI against the bank.

4. This guarantee shall not be determined or affected by the liquidation or winding up, dissolution, or change of constitution or insolvency of the Agency but shall in all respect and for all purposes be binding and operative until payment of all money payable to ICMR-NARI in terms thereof.

5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or dispute having been raised by the Agency stopping or preventing or purporting to stop or prevent any payment by the bank to ICMR-NARI in terms hereof.

6. The amount stated in any notice of demand addressed by ICMR-NARI to the bank as liable to be paid to ICMR-NARI by the Agency or as suffered or incurred by ICMR-NARI on account of any losses or damages of cost, costs, charges and / or expenses shall be conclusive evidence of the amount so liable to be paid to ICMR-NARI of suffered or incurred by ICMR-NARI as the case may be and shall be payable by the bank to ICMR-NARI in terms hereof.

7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of ICMR-NARI and liabilities of the Agency arising up to and until midnight of.....

8. This guarantee shall be addition to any other guarantee or security whatsoever that ICMR-NARI may now or at any time anywise may have in relation to the Agency's obligations/ or liabilities under and/ or in connection with the said contract, and ICMR-NARI shall have full authority to have recourse to or enforce this security in preference to any other guarantee or security which ICMR-NARI may have or obtain and no forbearance on the part of ICMR-NARI in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.

9. It shall not be necessary for ICMR-NARI to proceed against the said Agency before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the bank notwithstanding that any security which ICMR-NARI may have obtained or obtain from the Agency shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.

10. We the said Bank undertake not to revoke this guarantee during its currency except with the consent of ICMR-NARI in writing and agree that any change in the constitution of the said Agency or the said Bank shall not discharge our liability hereunder.

11. We.the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/ difference pending between the parties before the arbitrator and/ or that any dispute is being referred to arbitration.

12. Notwithstanding anything contained herein above, our liability under this guarantee shall be restricted to Rs...../- (Rupeesonly) and this guarantee shall remain in force till and unless a claim is made on us within 3 (Three) months from that date, that is before all the claims under this guarantee shall be forfeited and we shall be relived of and discharged from our liabilities thereunder.

Datedday of2023.

For and on behalf of the Bank

Signature

(with rubber stamp)

