



भा राष्ट्रीय कृषि उपयोगी सूक्ष्मजीव ब्यूरो -.प.अनु.कृ.
ICAR-NATIONAL BUREAU OF AGRICULTURALLY IMPORTANT MICROORGANISMS



पोस्ट व ग्राम २७५१०३ (.प्र.उ) मऊ ,कुशमौर -
Village & PO : Kushmaur, Mau 275103 (UP)
Tel.No.: 0547-2970727, Email: director.nbaim@icar.gov.in Website: <https://nbaim.icar.gov.in>

F. No. 3(149) Store/NBAIM/2022-23

Dated: 12/09/2022

TENDER NOTICE

Online tenders are hereby invited on behalf of the Secretary, Indian Council of Agricultural Research by the Director, ICAR-NBAIM for entering into Annual Rate Contract for supply of Laboratory Chemicals and Kit for molecular biology works and sequencing services in NBAIM, which can be downloaded from tender link <https://nbaim.icar.gov.in>

Last Date of submission of tender 03.10.2022

Date of opening of tender 07.10.2022

Administrative Officer



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Date 12/09/2022

TENDER-NOTICE

ANNUAL RATE CONTRACT FOR LABORATORY CHEMICAL/KITS/SEQUENCING SERVICES

Online tender for entering into Annual Rate Contract for supply of Laboratory Chemicals and Kit for molecular biology works and sequencing services (indigenous/imported) of the brands /manufactures required for ICAR -NBAIM. The terms and conditions are as follows:

Manufacturers of indigenous/ foreign of the aforesaid items and their authorized distributors/ dealer are also eligible to participate in the tender with valid authorization certificate issued by the Principal Manufacturers of indigenous/foreign goods. Annual Rate Contract will be awarded to ANY ONE either the manufacturer or authorized distributors/ dealers/ agents who will offer maximum discount of the above said items.

Indigenous manufacturers must submit valid manufacturing license issued by state/central government agencies along with their bids. In the absence of the same, manufacturers can alternatively submit a copy of their Udyog Adhaar Memorandum (UAM). In case UAM is submitted, the same shall be accompanied by an undertaking as per Annexure-A on a non-judicial stamp paper of Rs. 100 (Rupees One Hundred Only) which must be notarized. Bids with UAM and without notarized undertaking in the prescribed non-judicial stamp paper shall be treated as non-responsive.

Bids submitted by authorized distributors/ dealers/ agents of foreign manufacturers and indigenous manufacturers must be accompanied by ink signed case specific authorization from each of the manufacturers they represent, separately as per Annexure -B1 or B2 whichever is applicable failing which the bid shall be treated as non-responsive. Additionally, authorized distributors are compulsorily required to submit a consolidated undertaking as per Annexure -C on a non-judicial stamp paper of Rs. 100 (Rupees One Hundred Only), which must be notarized.

The Annual Rate Contract will be valid for a one year from the date of award of ARC and can be extended for another one year subject to performance review of

the firm/supplier on the existing terms and conditions. Extension of the ARC shall remain the exclusive right of Director, ICAR-NBAIM, Mau.

All bidders are required to compulsorily submit all requisite documents online along with THE PRICE CATALOGUE. Authorized distributors of foreign manufacturers are advised to submit price catalogues of the manufacturer in Foreign Currency. However, the payment will be made in INR as per prevailing exchange/foreign of RBI/Govt. of India on the date of supply order in quoted according.

In case price catalogue of the manufacturer is not available and the authorized distributors submit their own printed catalogue and the same must compulsorily bear the manufacturer's catalogue number and the prices mentioned there in Indian Rupees and it must be authorized by the manufacturer in the format provided as Annexure B1 or B2 whichever is applicable.

The Price Catalogue should be submitted in online mode only in readable PDF Format which will Valid for entire period of Rate Contract and the same will be uploaded on NBAIM website

IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO ENSURE SUBMISSION OF ALL REQUISITE DOCUMENTS ONLINE ALONGWITH BID AND PRICE CATALOGUE. NO QUERIES/CLARIFICATIONS WITH REGARDS TO THE SAME SHALL BE ENTERTAINED AFTER THE DUE DATE OF UPLOADING OF THE BIDS ONLINE.

ANY DOCUMENTS, PRICE CATALOGUE AND OTHER TENDER RELATED DOCUMENTS WILL NOT BE ACCEPTED IN HARD COPY.

Director, ICAR-NBAIM, Mau reserves the right to accept or reject any bid/ proposal without assigning any reason whatsoever for the same.

Administrative Officer

FORMAT FOR
SUBMISSION OF INFORMATION

(To be typewritten and submitted separately for Laboratory Chemicals and Kit for molecular biology works and sequencing services) Strike whatever is not applicable to avoid confusion

<p>1. Name & complete postal address of the Bidder</p> <p>(i) Name of Firm</p> <p>(ii) Whether manufacturer or Distributors/ dealer/ agent</p> <p>(iii) If distributors/ dealer/ agent, name of principal firm</p>	
<p>2. Item/ material proposed to be supplied:</p>	<p>Laboratory Chemicals and Kit for molecular biology works and sequencing services</p>
<p>3. Name of the manufacturer & brand of items : proposed to be supplied</p> <p>(Manufacturers must enclose ISO for quality assurance and a valid manufacturing license issued by the State /Central Government organization. Alternatively, manufacturers can submit their Udyog Adhaar Memorandum certificate along with undertaking given in Annexure A on a non-judicial stamp paper Of Rs. 100 duly notarized) (Authorized distributors/dealer/agent must submit ISO for quality assurance of indigenous/ foreign principal and case specific authorization certificates from each principal separately in the format given in Annexure B1 or B2 whichever is applicable. Additionally, a consolidated undertaking in the format provided in Annexure C must be submitted on a non-judicial stamp paper of Rs. 100 duly notarized)</p>	
<p>4. Manufacturers' price catalogue/ s (in Indian :Rupees) is attached for each of the manufacturer & brands intended to be supplied</p> <p>(In case of non-availability of INR price catalogue/s of the manufacturer, authorization of the prices must be provided from each of the principals along with case specific authorization certificate given in Annexure B1 or B2 whichever is applicable. The submitted catalogue must have exactly the same catalogue numbers as given in manufacturers' original price catalogue in foreign currency.</p>	<p>(Write Yes or No whichever is applicable)</p> <p><u>If No, ensure that the rates provided in the submitted catalogue been authorized by each of the manufacturer represented thereof. A certificate stating that the submitted catalogue is the only one in circulation must also be submitted along with the bid.</u></p>
<p>5. Earnest Money (EMD):</p>	<p>Rs. 1,00,000/- (Rupees one lakh only).</p>
<p>6. Turn over certificate for the last three years i.e. : 2018-2019, 2019-2020 & 2020-2021 duly Certified by the Chartered Accountant</p> <p>(Minimum required turnover for eligibility to bid in each of the three financial years mentioned above 75 lakhs. <u>Firm is</u> essentially required to submit copies of balance sheet and statement for Profit and Loss account of each of the aforesaid three financial years in accordance with</p>	<p>(Write Yes or No whichever is applicable)</p>

their adopted <u>procedure of accounting</u>).	
7. Copy of the latest GST Return. the registration number & (The certificate must clearly date of registration)	
8. Copy of PAN card (PAN card of individual in case of proprietorship firm/ PAN card of the firm in case of partnership firm must be enclosed)	<u>Self/Firms</u> (Tick whichever applicable and strike out the other)
9. Discount offered (Must be written clearly both in numbers as well as in words)	_____ % _____ (percent)
10. ISO Certificate (Valid ISO certificate must be enclosed by all the bidders. ISO Certificate of the firm as manufacturers, must be enclosed. In case of authorized distributors/ agents/suppliers, ISO certificate must essentially be enclosed from both i.e their firm as well as their manufacturer OR principal firm)	_____ Self (Manufacturer(s)) _____ (Tick whichever applicable and strike out the other)
11. Undertaking with regard to whether the :bidder has been currently or in the past banned/blacklisted from doing business with any public funded organization/ Fall Clause and Price list one in circulation as per annexure Annexure-F	_____ (Write Yes or No whichever applicable) <u>If yes, submit details separately stating the period and the reasons thereof</u>
12. Does the bidder currently have any Annual Rate :Contract for the items for which this bid has been submitted, with any other public funded organization	_____ (Write Yes or No whichever applicable) <u>If yes, submit self attested copies of the same</u>
13. Whether the bidder intends to supply the :goods directly or through its distributors/ authorized agent / supplier?	(Write <u>Self</u> or <u>Distributor(s)</u>) <u>If through distributors, a separate list of the same for the headquarters as well as the stated research stations must be enclosed separately</u>
14. Code of Integrity duly signed and stamped on : bidder's letterhead as per <u>Annexure D</u> .	_____ (Write Yes or No whichever applicable)
15. Bank details of the bidder	

(Signature with Seal of the Bidder/Authorized Representative)

TERMS AND CONDITIONS FOR ANNUAL RATE CONTRACT

- 1 No equipment or apparatus of permanent nature etc. shall be covered under the Annual Rate Contract irrespective of its value.
- 2 Packing, freight, forwarding, insurance charges, if any, shall be borne by the supplier. Under no circumstances whatsoever shall the same be borne by the Institute. Similarly, any loss, damage, pilferage etc. of the material during transit shall be sole responsibility of the supplier. Defective supply, breakage(s), if any, needs to be replaced by the supplier within 10 (Ten) days completely at the cost of the supplier.
- 3 The delivery/ supply shall be made on F.O.R. basis to this Institute
- 4 The Institutes will not issue any "C" & "D" form. However, GST and other Govt. levies will be paid extra as applicable. The Institute is exempted from the payment of Custom duty in terms of Govt. Notification No.51/96-Customs dated 23.7.1996 and Excise duty in terms of Notification No.10/97-Central Excise dated 1.3.1997 and Note fn. No. 45/2017 -Union Territory Tax (Rate) dt. 14-11-2017 as amended from time to time for the purpose of Annual Rate Contract of these items.
- 5 The supplier shall deliver the goods within the delivery period mentioned in the purchase order. Otherwise, penalty in the form of liquidated damages @0.5% per week of the cost of purchase order shall be deducted subject to a maximum of 10%. The purchaser shall have the right to cancel the order without any notice to the supplier if the delay is beyond 6 weeks from the last date of delivery stated in the supply order.
- 6 No payment will be made in advance. The payment will be released within 30 days through the mode of e-payment only after receiving goods in full and in satisfactory conditions at the purchaser's place. Triplicate pre-receipted bills affixing a revenue stamp, where required should be sent to the concerned Division/Regional Station/ Unit/Centre for payment. No interest will however, be payable in case of delayed payments.
- 7 The Annual Rate Contract will be made only in Indian Rupees.
- 8 Price charged for the stores supplied under Annual Rate Contract should in no event be higher than lowest prices, at which the party sells the same items of identical description to any other public funded organization during the period of contract failing which the "FALL CLAUSE" will be applicable. An Undertaking to this effect may be provided by the tenderer that the lowest prices have been offered to NBAIM. In case it is found that the price charged by the firm are more, the same will be recovered from the subsequent/ unpaid bill of the supplier and necessary punitive action as deemed fit shall be initiated against the supplier. An Undertaking is to be given by the applicant that the price list supplied is the only one in circulation and also the latest. An Undertaking clearly stating that the firm has not offered a discount higher than what has been offered in this bid to any other public funded organization as per Annexure-F.

- 9 Supply should be made in full against a single order and part supply will not be accepted. Each supply bill should be supplemented with delivery challan.
- 10 The articles should be securely packed to avoid any damages in transit.
- 11 Supply to be made from the latest batch of production with maximum shelf life in original packing to ensure appropriate intended utilization.
- 12 Manufacturers' price catalogue/ s (in Indian Rupees) should be enclosed for each of the manufacturer & brands intended to be supplied. In case of non-availability of INR price catalogue/ s of the manufacturer, authorization of the prices must be provided from each of the principals along with case specific authorization certificate given in Annexure B. The submitted catalogue must have exactly the same catalogue numbers as given in manufacturers' original price catalogue in foreign currency. Additionally, a consolidated undertaking in the format provided in Annexure-C must be submitted on a non-judicial stamp paper of Rs. 100 duly notarized).
- 13 Discount offered must be written clearly both in numbers as well as in words.
- 14 Bidders must clearly state whether they intend to supply the goods themselves or through their distributor network. In case they intend to do it through distributors separate list containing the name, address and contact details of the distributors for the headquarters as well as the stated regional stations/ centres must be enclosed separately alongwith the bidding document, which will be valid during the period of ARC. No changes will be allowed except in complaining circumstances failure to execute order in time etc.
- 15 Indigenous manufacturers must submit valid manufacturing license issued by state/central government agencies along with their bids. In the absence of the same manufacturers can alternatively submit a copy of their UdyogAdhaar Memorandum (UAM). In case UAM is submitted, the same shall be accompanied by an undertaking as per Annexure -A on a nonjudicial stamp paper of Rs. 100 (Rupees One Hundred Only) which must be notarized. Bids with UAM and without notarized undertaking in the prescribed non-judicial stamp paper shall be treated as non-responsive.

Bids submitted by authorized distributor dealer/ agent must be accompanied by ink signed case specific authorization from each of their manufacturers they represent separately as per Annexure - B1 or B2 whichever is applicable failing which the bid shall be treated as non-responsive. Additionally, authorized distributors are compulsorily required to submit a consolidated undertaking as per Annexure -C on a non-judicial stamp paper of Rs. 100 (Rupees One Hundred Only) which must be notarized.

- 16 EMD of Rs. 1,00,000/- (Rs. One Lakh only) in the form of FDR/ Unconditional Bank Guarantee (BG) [as per prescribed format given at Annexure E] of this tender document from any commercial bank in favour of Director, ICAR-NBAIM, is to be submitted. Validity of the FDR/BG must be 365 days. No Interest will be paid by the ICAR-NBAIM,

Mau on EMD/Security Deposit. EMD) of Unsuccessful bidders would be refunded on finalization of contract. EMI) of successful bidders shall be refunded after the receipt of security deposit. If for any reason the successful bidder fails to submit the security deposit within the prescribed time limit, EMD of the firm/bidder shall stand forfeited.

- Exemption of EMD shall be extended to only those indigenous manufacturers who have a valid registration certificate from MSME/NSIC only.
- The certificate shall clearly indicate the monetary limit and shall be valid as on due date/extended due date of the tender. Also, it should specifically cover the items proposed to be supplied to get EMD fee exemption.

- 17 All successful bidders have to submit an FDR/ Unconditional Bank Guarantee (BG) [as per prescribed format given at Annexure E of this tender document] of Rs.2.00 lakh (Rs. Two lakhs only) as performance Security Deposit for at least 18 months. The same shall only be refunded/returned after successful completion of contract. No interest will be paid by ICAR-NBAIM on the Security Deposit.
- 18 Director, ICAR-NBAIM, Mau reserves the right to cancel the Annual Rate Contract at any time without assigning any reason; accept or reject any bid/proposal without assigning any reason, whatsoever for the same.
- 19 Any dispute arising between the bidder and the purchaser will be referred to Secretary, ICAR, Krishi Bhawan, New Delhi for which sole arbitration and decision thereof shall be final and binding upon the pares i.e., manufacturer/supplier and purchaser. Further, any conflict arising in relation to Annual Rate Contract shall be subject to Mau jurisdiction only.

CHECK LIST

All bidders are required to compulsorily submit all requisite documents **ONLINE ONLY**
BEFORE THE CLOSING DATE OF THE TENDER.

Sl. No.	Details of documents	Page No.	Whether attached or not (Yes/No)
1.	<p>(a) For indigenous manufacturers Valid manufacturing license issued by state/central government agencies. or Copy of their Udyog Adhaar Memorandum (UAM) along with notarized undertaking as per <u>Annexure - A</u> on a non-judicial stamp paper of Rs. 100 (Rupees One Hundred Only).</p> <p>(b) For authorized distributors of foreign manufacturers and indigenous manufacturer Ink signed case specific authorization from each of the represented manufacturers separately as per <u>Annexure -BI or B2 whichever is applicable</u> and A consolidated undertaking as per <u>Annexure -C</u>.</p>		
2.	Code of Integrity duly signed and stamped on bidder's letterhead as per Annexure D		
3	Rs. 1,00,000/- (Rupees one lakh only) to be submitted as EMD in favour of director ICAR-NBAIM		
4	Non-black listed undertaking/Discount / Fall Clause & Price list one in circulation Undertaking (As per Annexure-F.)		
5.	Manufacturers' price catalogue/s (in Indian Rupees) or Bidders own printed price catalogue in INR along with authorization of the prices from each of the principals as per format in Annexure B. The submitted catalogue must essentially have exactly the same catalogue numbers as given in manufacturers' original price catalogue in foreign currency.		
6.	Turn over certificate for the last three years i.e., 2018-2019, 2019-2020 & 2020-2021 duly certified by the Chartered Accountant (Minimum required turnover for eligibility to bid in each of the three financial years mentioned above 75 lakhs. <u>Firm is essentially required to submit copies of balance sheet and statement for Profit and LO#. account of each of the aforesaid three financial year in accordance with their adopted procedure of accounting.</u>)		
7.	Copy of the latest GST Return. (The certificate must clearly mention the registration number & date of registration)		
8	Copy of PAN Card (PAN card of individual in case of proprietorship firm/ PAN card of the firm in case of partnership firm must be enclosed)		
10.	Details of the Similar ongoing Annual Rate Contracts with other public funded organizations/ Govt Department, if applicable (Attach the copy of the supply orders from the three Institution)		
11	List of distributors along with their name, address, contact details and domain of supply		
12	Discount offered in figure as well as in words		

Note: All the bidders must ensure that all pages of the tender document are numbered.

Seal and Signature of the tenderer

Format of

Case Specific Certificate of Authorization for supply as well as Price List from the Indian Manufacturer

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include an original ink signed copy of the same in its bid]

Dated: [insert date (as day, month and year) of Bid Submission]

To,
Director,
ICAR-NBAIM, Mau 275103

Subject: Authorisation towards tender no. _____ for supply of chemicals/ sequencing services
[tick which ever applicable and strike out whichever is not applicable].

Sir,

We [insert complete name and address of Manufacturer], who are the official manufacturers of [insert type and brand of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the aforementioned materials manufactured by us, and to subsequently negotiate and sign the Contract on our behalf.

The aforementioned materials shall be supplied under the Annual Rate Contract of Ambiguity is observed in discount same the bid of shall be % [insert rejected outrightly] the value both of the in rates figures (in and Indian words Rupees) clearly. Mentioned in case of against each of the items in our printed catalogue submitted along with the bid submitted by our authorized bidder. It is also certified that the discount offered by us is the maximum that we offer to any public funded organization. In case it is found to be otherwise we shall be solely responsible for the same. In case of non-availability of INR price catalogue, the price must be certified by the principal firm.

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____ [insert date of signing]

Mobile No. & Email ID

Note: Email ID and mobile number of the signatory is a mandatory requirement to ascertain the authenticity of the certificate if so required

Format of
Undertaking to be submitted along with UdyogAdhaar Memorandum

(To be submitted on a Rs. 100 Non-Judicial Stamp Paper and duly notarized)

I/ We proprietor/ partners of _____ (name of the firm) having registered office at _____ (address) do here by declare that my/ our manufacturing unit for _____ (chemicals/ sequencing services / other) is located at _____

(Address where actual manufacturing of the goods) quoted for in our bid vide _____ (detailed bid reference) against tender no.

_____(Mention the details of the tender floated by ICAR-NBAIM). ICAR-NBAIM (ICAR-NBAIM shall have the right to inspect our manufacturing facility on any working day without any prior notice to me/ us. If the above details are found to be wrong/ misrepresented at any point during the period of the Annual rate contract, ICAR-NBAIM, Mau shall have the sole discretion of initiating any action as deemed fit against me/ us.

Signature with designation and seal of proprietor/ all the partners

**Format of
Case Specific Certificate of Authorization for Supply as well as Price List from the
Foreign Manufacturer**

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include an original ink signed copy of the same in its bid]

Dated: _____ [insert date (as day, month and year) of Bid Submission]

To,

Director

ICAR-NBAIM, Mau - 275103

Subject: Authorisation towards tender no. _____ for supply of chemicals/ sequencing services /other [tick which ever applicable and strike out whichever is not applicable].

Sir,

We _____ [insert complete name and address of Manufacturer], who are the official manufacturers of [insert type and brand of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the aforementioned materials manufactured by us, and to subsequently negotiate and sign the Contract on our behalf.

The aforementioned materials shall be supplied under the Annual rate contract if approved at a discount of _____% [insert the value both in figures and words clearly. In case of ambiguity in the same the bid shall be rejected outrightly] of the rates (in Indian Rupees) mentioned against each of the items mentioned between page nos. ____ & ____ [insert the page numbers of the catalogue submitted by your authorized distributors] which are duly verified and authorized by us. It shall be the sole responsibility of the manufacturer to ascertain that the authorized catalogue bears the exact manufacturers' catalogue numbers. It is also certified that the discount offered by us is the maximum that we offer to any public funded organization. In case it is found to be otherwise we shall be solely responsible for the same

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Duly authorized to sign this Authorization on behalf of: [insert complete name of Bidder]

Dated _____ on day of _____ [insert date of signing]

Mobile No. & Email ID

NOTE

Email id & mobile number of the signatory is a mandatory requirement to ascertain the authenticity of the certificate if so required. Any bid containing this certificate without the mention of a valid email id & mobile number shall be summarily treated as non-responsive.

Format of
Undertaking to be submitted for authenticity of the manufacturers
authorization certificate(s)

(To be submitted on Rs. 100 Non-Judicial Stamp Paper and duly notarized)

I/ We the proprietor/ partners of _____(name of the firm) having registered office at _____ (address) do here by declare that the manufacturer's authorization certificates submitted by me/ us along with our bid for the supply of chemicals/ glassware/ plasticware/others (strike off whichever is not applicable) vide _____ (detailed bid reference) against tender no. _____ (mention the details of the tender floated by NBAIM) is authentic and has been obtained from the manufacturers directly. ICAR-NBAIM (ICAR-NBAIM) shall have the right to verify the same through any means that it feels suitable at any point of time. In case any document is found to be forged/ misrepresented at any point during the period Of the Annual rate contract, ICAR-NBAIM, Mau shall have the sole discretion of cancelling the contract and initiating any action as deemed fit against me/ us.

Signature with designation and seal of proprietor/ all the partners

To be submitted in Company Letter head

Annexure - D

Format of
Code of Integrity

To,

The Director
ICAR-NBAIM
Mau 275103

We M/S _____ hereby undertaken that we shall not act in contravention of the codes which includes provision of

- a) Prohibition of Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process
- b) Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided
- c) Collusion, bid rigging or anticompetitive behaviour that may impair the transparency.
- d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e) Any financial at business transaction between the bidder and any official of the procuring entity related to tender or execution process of control; which can affect the decision of the procuring entity directly or indirectly.
- f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process. .
- g) Obstruction of any investigation or auditing of procurement process.
- h) Making false declaration or providing false information for participation in a tender process or to secure a contract.
- ii) Disclosure of conflict of interest.
- iii) Disclosure by the bidder of any previous transgressions made in respect of the provision of sub-clause.
 - (i) With any entity in any country during that last three years or of being debarred by any other procuring entity.

Place:

Signature of Bidder/ Authorized Representative

Date:

Stamp

Format of

Bank Guarantee for Performance Security

Beneficiary Director ICAR-NBAIM (herein after referred to as Beneficiary/Government)

Date _____ [insert date of issue ofBG]

_____ [insert guarantee number] PERFORMANCE BANK GUARANTEE No.

PERFORMANCE BANK GUARANTEE Amount _____ [insert guarantee amount]

Applicant / Seller _____ [Insert Seller Name and Address]

Guarantor _____ [insert name and address of the issuing Bank]

1. The Applicant [Seller named above has entered into above referred contract with the Beneficiary, for the supply of Goods and / or Services as defined in the said contract. According to the contains of the Contract, a performance security is required to be FurnishedbytheSeller totheBeneficiaryfordueperformanceofthecontract.
2. At the request of the Applicant, was Guarantor, hereby irrevocably undertake to pay the _____ Beneficiaryanysumorsumsnotexceedingintotalanamount _____ of [insertamountinfigures] () [insert amount in words], upon receipt by us of the Beneficiary's demand stating that the Applicants in breach of its obligation (s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
3. We do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the Beneficiary/Government. Any such demandmadeonthebankshallbeconclusiveasregardstheamountdueandpayable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.
4. We undertake to pay the Government any money so demanded not withstanding any dispute or disputes raised by Seller(s) in any suit or proceeding pending before any Court or Tribunal relating thereto liability under this present being absolute and unequivocal.
5. The payment so made by us under this Bond shall be a valid discharge of our liability for payment there under and the Seller (s) shall have no claim against us for making such payment.
6. We further agree that the Guarantee here in contained shall remain in full force and effectduringtheperiodthatwouldbetakenfortheperformanceofthesaidContract

including Guarantee/Warranty period and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

7. We further agree with Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and condition of the said Contract or to extend time of performance by the said

Seller (s) from time to time or to postpone any time or from time to time powers exercisable by the Government against the said Seller (s) and to forbear or enforce any of the terms and condition relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or only extension being granted to the said Seller (s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said Seller (s) or by any such matter or thing whatsoever which under the law related to sureties would, but for this provision, have effect of so relieving us.

8. Notwithstanding anything contained herein above our liability under the Guarantee is restricted to Rs _____ and shall remain in force until _____ [Should be for a period of 30 months from the date of issue of Performance security]
9. This Guarantee will not be discharged due to change in the constitution of the Bank or the Seller(s).
10. We lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Government in writing.

Dated _____

For _____ (Indicate the name of the Bank)

Signature

Name of the Officer _____

Designation of the officer _____

Code No. _____

Name Of the Bank and Branch _____

UNDERTAKING

(To, be submitted on Judicial paper Rs. 100/-)

I/We have read and understood and will accept/comply with the instructions contained in eligibility criteria and general terms and conditions of this tender document. I/we do hereby declare that all the details provided in this tender form are true to the best of my/our knowledge and belief and any misrepresentation of fact will render me/us liable to disqualification from the tender process and any action as may be deemed fit by ICAR-NBAIM.

I/We undertake to communicate promptly to NBAIM any changes in the condition or working of the firm. It is certified that we have not been blacklisted by any organization of government (Central/State/govt./PSUs/Autonomous Body/Bank etc.) in the last three years. The undersigned is fully authorized to sign and submit this application form on behalf of the organization, he/she represent.

I/We certify that there is no criminal suit pending or being contemplated in any court of law and/or no litigation is pending with GST office etc. in India. (If there are any such cases/litigations going on currently or during last five years, please specify the parties involved and disputed amount).

I/Wecertify that price charged under this Annual Rate Contract in no event will be higher than lowest prices at which we sell the same items of identical description to any other public funded organization during the period of contract failing which the "FALL CLAUSE" will be applicable on us. In case it is found that the price charged by us more, the same may be recovered from the subsequent/unpaid bill and necessary punitive action as deemed fit shall be initiated against me.

This is also certified that the price list supplied by us is the only one in circulation and also the latest.

discount I/We to any. Central/ State Government/ Public Sector that Undertaking/institute the firm is not providing of Government higher of _____ certify

India /Autonomous Body etc. It is further certified that this statement is true and based on facts. If it is found false at any stage, I/we shall be liable responsible for the same and action as deemed fit

1/ We hereby also accept that ICAR-NBAIM have the right to accept or reject this application/tender.

Signature

Name :

Designation:

Address:

Company's Seal

Place.....

Date.....