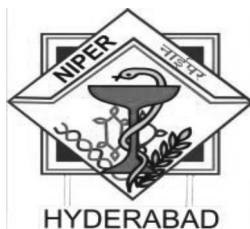


NOTICE INVITING e-TENDER
for
**Annual Rate Contract for Supply of Consumable
Items for the financial year 2023-24**
at
**NATIONAL INSTITUTE OF PHARMACEUTICAL
EDUCATION AND RESEARCH (NIPER)
HYDERABAD**



Tel.No. 91-40-23074750 (Extn-2018)

Email: sp.niperhyd@gov.in

The National Institute of Pharmaceutical Education and Research (NIPER) Hyderabad, INDIA is an Autonomous Institute of National Importance under the Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers, Govt. of India. NIPER Hyderabad procures various consumables in crores of Rupees per annum for its R&D programmes and is looking for prospective suppliers who provide Chemicals, Solvents, Reagents, Glassware, Plastic ware, Laboratory Gases / Liquid Nitrogen, Animal feed and other Laboratory Consumables. Therefore, NIPER Hyderabad intends to enter into annual rate contract for supply of consumable items (as mentioned in Table-1) for the financial year 2023-24 with the manufacturers and / or their authorized distributors / stockiest of various brands.

Name	Annual Rate Contract for Supply of Consumable Items for the financial year 2023-24
Date of Publishing	11/04/2023 at 12.30PM
Clarification Start Date and Time	11/04/2023 at 12.30PM
Clarification End Date and Time	24/04/2023 at 5PM
Queries (if any)	No queries will be entertained after clarification end date and time
Bid Submission Start Date	11/04/2023 at 12.30PM
Pre Bid Meeting Date	18/04/2023 at 3PM Venue: NIPER Hyderabad Balanagar
EMD Amount	Rs30000/- in the name of NIPERH RESOURCES
Last Date and time of uploading of Bids	02/05/2023 at 5PM
Last Date and time of submitting , EMD and other documents at NIPER Hyderabad(if any)	02/05/2023 at 5PM
Date and time of opening of Technical Bids	03/05/2023 at 5PM
Date and time of opening of Financial Bids	Will be separately notified for Technically shortlisted/qualified bidders

Phone: **91-40-23074750** (Extn 2018); Email: **sp.niperhyd@gov.in**

* In case of Govt. Holiday, next working day will be considered.

The tender document along with other details may be viewed and downloaded from the CPP Portal <http://eprocure.gov.in/eprocure/app>. No physical bids will be accepted.

E-tender / Online bids are invited for reputed firms from eligible bidders for Annual Rate Contract for Supply of Consumable Items for the financial year 2023-24 under two bid system.

The EMD amount of Rs.30000/- (Rs.Thirty thousand Only) in the form of Demand Draft or Banker's Cheque from any of the commercial banks in favour of "NIPERH RESOURCES" and the tender fee amount of Rs. 1000/- (Rs. One Thousand Only) in the form of DD in favour of "NIPERH RESOURCES" should reach NIPER Hyderabad, Balanagar - 500037, Telengana, INDIA on or before the last date of Bid Submission i.e. 07/03/2023 latest by 05:00 PM to avoid disqualification.

Please note all bid related documents scanned copy is to be submitted on the CPP portal, only the Demand Draft regarding Tender Fee and EMD / Security Deposit has to physical reach on above mentioned address. (If applicable)

The tender document along with other details may be downloaded from the CPP Portal:
<http://eprocure.gov.in/eprocure/app>

The acceptance of the quotation will rest with the competent authority of NIPER Hyderabad who does not bind to accept the highest discount quotation and reserves the right to reject, or partially accept any or all the quotations received without assigning any reason thereon.

ELIGIBILITY CRITERIA

e-tender / Online bids are invited from eligible bidders for “Annual Rate Contract for supply of consumable items for the financial year 2023-24” from the manufacturers and / or their authorized distributors / stockiest having following credentials:

Technical Bid:

The Bidders, who fulfill the following requirements on their own, shall only be eligible to apply

1. The Bidder's Firm should have existence for minimum period of 5 years (Copy of Certificate of Incorporation / Valid Registration Certificate of the Firm to be submitted).
2. The bidder should have a total annual average turnover of Rs. 70 lacs in the last three Financial years.
3. The Bidder must not be blacklisted / suspended or any service related dispute with any organization / Govt. Organization in India or outside. A declaration to that effect has to be submitted.
4. PAN details
5. TAN details
6. GST Registration Certificate
7. The bidder should have prior experience (minimum 3 years) of execution of similar work in supplying chemicals and laboratory Consumables at Government/ Autonomous Institutions/ Government Research Centers/ Universities/Reputed institutions. Necessary supporting documents i.e., work completion certificates for supporting above requirements for last three years to this effect must be submitted.
8. Certificate regarding financial statements duly audited/ certified by Chartered Accountant (CA) for Annual financial turnover for the last three years showing Profit & Loss along with the copies of Income Tax Return (ITR) must be submitted. Prospective Bidder claiming Exemption of annual turnover must submit necessary certificate / documents from competent authority in accordance with prevalent rules and regulations.
9. Valid MSE/NSIC certificate for the items being tendered, *If applicable*
10. Manufacturer Authorization Certificate (brand wise) from the principal firm must be attached by Bidder. If bidder is dealer/ distributor/ stockiest, it is mandatory to attach Authorization Certificate (brand wise) along with bid in favour of Director, NIPER Hyderabad.
11. Distributor's Authorization Certificate
12. Declaration by Supplier
13. Non Blacklisting Certificate
14. Certificate of Price Justification
15. Certificate of No Deviation
16. Declaration for acceptance of tender terms and conditions

17. The list of chemicals, solvents, glass wares, antibodies etc should be submitted in PDF along with the corresponding brand and authorization certificate issued by the OEM.
18. The concerned firm / company whose product has been declared as of spurious or adulterated quality and any criminal cases is filed and is pending in any court shall not be eligible to participate in the bidding process. Convicted firms / company shall also not be eligible to participate in the bid. Similarly, blacklisted / banned / debarred firms/ company by any central/ state govt. or its organization or autonomous bodies or central drug Procurement agency is not eligible to participate in the bid.

Financial / Price Bid:

Price must be quoted as per the format specified; failing which tender shall be summarily rejected.

Annexure-2

Item Description	Size/capacity	Quantity per unit	(Discounted price/Final price) per unit for the NIPER-HYD	GST rate	Unique code of the item	Brand Name

NOTE- Duly filled Price bid in Annexure 2 Format should be uploaded along with the Financial Bid. No further changes or escalations in the final price will not be entertained during contract period. Deviation in the above format leads to the disqualification of the vendor.

Annexure-1	
1) Chemicals	Fine Chemicals, Bio-Chemicals, Molecular biology grade chemicals, Analytical Grade Chemicals, Laboratory Grade Chemicals
2) Culture Media	Cell Culture Media, Pathogen Culture Media, Stem cell culture Media
3) Laboratory Glass Wares	Scientific work in chemistry, biology, and analytical laboratories
4) Plastic Wares	General Plastic wares (Microtips, Microcentrifuge tubes and other commonly used laboratory Plastic wares.
5) Cell culture Plastic wares	DNase/RNase, Pyrogen free and sterile
6) Antibodies	Primary, Secondary antibodies for western blot, flowcytometry, IHC, ICC, Co-IP
7) Kits	Diagnostic and Research kits (Biochemical kits, Enzyme Assay, ELISA, Kinase assay etc)
8) Molecular Biology Items	Oligos, SiRNA, ShRNA, Transfection/ Electroporation Reagents, Cell Separation consumables, DNA/ Protein Electrophoresis/ Nucleic Acid Purification reagents, CRISPR Genome engineering reagents, vectors, plasmids, IPS Cells, Inhibitors, PROTEINS, Recombinant Proteins, Neurotrophins, Growth Factors, Hormones, Natural Proteins, Viral Antigens, CD Antigens, Chemokines, Compound Libraries, etc. Plasmids, Viral Plasmids, knock out and knock in/ Zebrafish, COVID RTPCR Kits, PCR and qPCR, Enzymes, Flowcytometry reagents, PCR and qPCR, DNA and RNA oligonucleotides. BCA reagent, RIPA buffer, TIPER, Agomir, antogomir, NC membrane, ECL, Tissue Freezing Medium, ladder, immersion oil, thin plates, Flow sheath fluid, Flow beads
9) Solvents	General lab chemicals, solvents, organic intermediates, reference standards and specialty fine chemicals (9AR/NMR/HPLC/GC Grades, LC-MS., ICP-MS Grades.
10) General Lab wares	Mask, Gloves, biohazard bags, Autoclave bags, shoe covers, PP Kit, Syringe filters, Membrane filters, Filter paper thimbles, syringes.
11) Animal House	Animal Feed, Isoflurane, Animals(Rats, Mice, Rabbit) and Corn Bidding, Ketamine, Xylazine, Surgicals, Capillary (Mice & Rat)
12) Laboratory Gases	Refilling of Gases in our cylinder (CO ₂ , O ₂ , Nitrogen (UHP) 99.999% gas, Argon (UHP) 99.999% gas, Zero Air Gas, Hydrogen (99.999%) gas, Helium), Liquid Nitrogen gas.
13) Bulk Solvents	Reagent grade solvents- Hexane- 200 ltr, Petroleum ether-200 ltr, Methanol-200 ltr, Chloroform-200 ltr, Acetone-200 ltr, Ethyl acetate-200 ltr, Dichloromethane-200 ltr, IPA-25 ltr, n-butanol-25 ltr and Ethanol-25 ltr
14) Stationary phase in bulk quantity	Silica, Alumina, Resin, C18, C8, Sephadex etc.
15) HPLC & GC Columns	Reveres phase, Normal phase, size exclusion columns , GC Columns, Chiral columns, Analytical and preparative columns having different dimensions: C18,C8,Diol, Cyano, Silica etc. and any other Columns relevant for Pharmaceutical Analysis.

INFORMATION AND INSTRUCTIONS FOR e-TENDERING AND ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://eprocure.gov.in/eprocure/app> using valid Digital Signature Certificates.

The instructions are available under the document

“Instructions_To_Bidder_for_Online_Bid_Submission.pdf” available at

<https://eprocure.gov.in/eprocure/app?page=StandardBiddingDocuments&service=page>

INSTRUCTION FOR e-PROCUREMENT

PREPARATION AND SUBMISSION OF BIDS

- a. The detailed tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The Tender may be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>
- b. The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid. Technical Bid should be upload online in cover-1 and Financial Bid in **‘.pdf’** should be upload online in cover-2

SUBMISSION OF THE BID

All interested eligible bidders are requested to submit their bids online on CPP Portal <http://eprocure.gov.in/eprocure/app> as per the criteria given in this document:

- a. Technical Bid should be upload online in cover-1
- b. Financial Bid should be upload online in cover-2
- c. Scanned copy of EMD and Tender Fee DD should be uploaded online in cover-3

Both Technical and Financial Bid Covers should be placed online on the CPP Portal <http://eprocure.gov.in/eprocure/app>

TECHNICAL BID

Signed and Scanned copies of the Technical bid documents as under must be submitted online on CPP Portal <http://eprocure.gov.in/eprocure/app>

a) List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission:

- i. Scanned copy of Certificate of Incorporation / Valid Registration Certificate of the Firm
- ii. Scanned copy of PAN details
- iii. Scanned copy of GST Registration Certificate
- iv. Scanned copy of Experience certificate (minimum 3 years) for execution of similar work in supplying chemicals and laboratory Consumables at Government/ Autonomous Institutions/ Government Research Centers/ Universities/Reputed Institutions. Scanned copy of work completion certificates to this effect.
- v. Scanned copy of Certificate regarding financial statements duly audited/ certified by Chartered Accountant (CA) for Annual financial turnover for the latest three years , showing Profit & Loss
- vi. Scanned copies of Income Tax Return (ITR) showing total average annual turnover of Rs.70 lacs of the last three years.
- vii. Scanned copy of valid MSE / NSIC certificate for the items being tendered,
If applicable
- viii. Scanned copy of Manufacturer Authorization Certificate
- ix. Scanned copy of Distributor's Authorization Certificate

- x. Scanned copy of Declaration by Supplier
- xi. Scanned copy of Non Blacklisting Certificate
- xii. Scanned copy of Certificate of Price Justification
- xiii. Scanned copy of Certificate of No Deviation
- xiv. Scanned copy of Declaration for acceptance of tender terms and conditions
- xv. Scanned copy of Bank details

b) For Import Shipments - Shipping Terms FOR Destination at NIPER-Hyderabad is only accepted.

FINANCIAL BID / PRICE BID and evaluation criteria

- a. The price bid shall be comprising of discount rate/final price to NIPER –Hyderabad of each chemical under the category of consumables advertised in this tender.
- b. The discount rates/final price should be inclusive of all applicable taxes, duties, fees, levies, transport charges, freight, loading-unloading, packing-unpacking, custom duties, insurance or any other similar charges imposed under the applicable laws excluding GST as per annexure-2.
- c. In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded on line as per the specified ‘.pdf’ format i.e. Price Bid attached as ‘.pdf’ with the tender and based on the scope of work, service conditions and other terms of the Tender document. It should include all costs associated with the Terms of Reference / Scope of Work of the assignment.

LAST DATE FOR SUBMISSION OF TENDER

- a. Online bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- b. The NIPER Hyderabad may, at its own discretion; alter/extend the last date for submission of tenders.

BID VALIDITY

- a. All the Bids must be valid for a period of 90 days from the last date of submission of the tender for execution of Contract. However, the quoted rate should be valid for the initial / extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.
- b. A bid valid for a shorter period shall be declared as non-responsive.

- c. In exceptional circumstances, prior to expiry of the original time limit, NIPER Hyderabad may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 90days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD / Bid Security.

MODIFICATION / SUBSTITUTION / WITHDRAWAL OF BIDS

- a. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid's due Date.
- b. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

REJECTION OF THE BID

The bid submitted shall become invalid and tender fee shall not be refunded if:

- a. The bidder is found ineligible.
- b. The bidder does not upload all the documents as stipulated in the bid document.

GENERAL TERMS & CONDITIONS OF CONTRACT

The Terms and Conditions as mentioned below would be binding to all parties

1. PARTIES

The parties to the contract are the vendor (the bidder to whom the contract will be awarded) and National Institute of Pharmaceutical Education and Research (NIPER), Hyderabad.

2. TENDER FEE

Tender fee will be Non-refundable amount of Rs. 1000/- (Rupees One thousand only) and the bidder shall deposit a separate Demand Draft in favor of “NIPERH-Resources”. The tenders submitted without tender fee shall liable to be rejected summarily.

3. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY

EMD / Bid Security will be (refundable) amount of Rs. 30000/- (Rupees Thirty thousand only) and the bidder shall deposit a separate Demand Draft in favor of “NIPERH-Resources”.

The bidder seeking EMD exemption, must submit the valid supporting document (Udyam Registration Certificate/NSIC Certificate) for the relevant category. Bidders are requested to verify their eligibility for EMD exemption as per GOI Orders before submitting the bid.

4. SECURITY DEPOSIT

- a. The successful bidder will be required to furnish a Security Deposit of an amount of Rs. 30000/- (Rupees Thirty Thousand Only) after receiving of Letter of Award in the form of Bank Guarantee/Demand Draft which shall be valid for 60 days beyond completion of all the contractual obligations.
 - b. The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of contract or for unsatisfactory performance or non-observance of any condition of the contract. Security Deposit will be discharged after completion of contractor's performance obligations under the contract.
 - c. No interest on Security Deposit shall be paid by the NIPER Hyderabad to the Bidder.
5. Any conditional or unresponsive bid shall be rejected summarily and will treated as null and void.

6. Original Chemical Manufacturers / Principal firm may furnish the name and address of their authorized distributor/ dealers/ stockiest. Where local dealers / stockiest has been nominated by the principal firms, the bills raised by them against our purchase order will be accepted.
7. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason or decision, can modify the terms and conditions of the tender document by a corrigendum displayed on the website of NIPER Hyderabad (<http://www.nipehyd.ac.in>). In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.
8. An undertaking may be given that the price list being furnished with the proposal will remain valid for the Annual Rate Contract for a period as mentioned in the contract period.
9. Trade discount along with certificate certifying that higher discount is not given to any other Department/Organization/Institution than offered should be enclosed with Financial Bid.
10. In case of discrepancy between unit price and total price, the unit price shall prevail.
11. The percentage of discount quoted by each firm in tenders should be given in prescribed format failing which the same is liable to be rejected.
12. NIPER HYDERABAD may enter into Parallel Annual Rate Contract for the same brand or similar item with other firms who are found eligible in this tender process. Any objection/ query etc. in this regard shall not be entertained.

13. SIGNING OF TENDER

Individual signing the tender or other documents connected with contract must specify whether he sign as:

- a) A sole proprietor of the concern or constituted attorney of such sole proprietor.
 - b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
 - c) Any other officer duly authorized by the Competent Authority of the Company, if it is a company, etc.
14. A person signing the tender form or any document forming part of the tender on behalf of

another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, NIPER Hyderabad may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

15. The bidder should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by Bidder will be deemed as a contract and no separate formal contract will be drawn. NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS NOTICE INVITING TENDER.

16. RIGHT OF ACCEPTANCE

The NIPER Hyderabad reserves the right to accept the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The NIPER Hyderabad reserves the right to reject any or all tenders / quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.

17. DELIVERY

Delivery of goods shall be made by the supplier to F.O.R. Store Section, National Institute of Pharmaceutical Education and Research (NIPER) Hyderabad within four-five weeks of placing of Purchase Order unless specifically mentioned in the Purchase Order. However, in case of emergent requirement supplier has to supply the required quantity of goods within one week of placing of order also. In case of import items duration may be clearly specified.

18. INSPECTION

- a. NIPER Hyderabad shall have the right to inspect and/or to test the goods to confirm their conformity to the Tender Specifications at no extra cost to the NIPER Hyderabad
- b. The rate contract of the firm will be subject to verification of the firm's credentials and physical inspection of production units/sales office
- c. The Director, NIPER Hyderabad shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
- d. No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within one week from the date of rejection at their own risk and cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

19. LIQUIDATED DAMAGES

Supply of material will have to be completed within four-five weeks or period mentioned in the purchase order. The liquidated damage charges @ 0.5% per week shall be imposed if supply made after expiry of delivery period subject to maximum 10% of the total value of goods/contract value. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

20. RISK PURCHASE

If successful Bidder fails to supply material within the stipulated delivery date or material supplied other than specification specified in tender, NIPER Hyderabad reserves the right to procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Security Deposit / Bank Guarantee and Pending Bills and if the value of the materials under risk purchase exceeds, the amount of Security Deposit and / or Bank Guarantee and Pending Bills, the same may be recovered if necessary by due legal process.

21. PAYMENT CLAUSE

Invoice in triplicate should be submitted by the supplier firm for settlement after satisfactory delivery of the material. The invoice should have full particulars of the items(s). No payment shall be made in advance. On receipt of invoice from the supplier after satisfactory delivery and acceptance of the material by the Indenter, NIPER Hyderabad, case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for rejected goods. **Not more than two invoices shall be entertained for a purchase order. A penalty of 5% other than Liquidated Damages (if any) will be charged on each extra submitted invoices.**

22. BREACH OF TERMS AND CONDITIONS

In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the Annual Rate Contract/work order/ job without assigning any reason thereof and nothing will be payable by NIPER Hyderabad. In that event the security deposit shall also stand forfeited.

23. SUBLETTING OF CONTRACT

The firm shall not assign or sublet the contract/work/job or any part of it to any other person or party. The tender is not transferable.

24. ARBITRATION

- a) If, at any time, any question dispute or difference of whatsoever nature arise between the purchaser/Institution and the bidder/contractor/supplier, upon or in relation to or in connection with purchase order/contract, either party may forthwith give to the other notice in writing of the existence of such question dispute or difference and the same shall be referred to sole arbitration of a nominee of the purchaser/University, who shall give a reasoned/speaking awards. The award of the sole arbitrator shall be final and binding on the parties under the provisions of the Indian Arbitration Act-1996 (Amended up to date) and of the rules, there under. Any statutory amendment, modification or re-enactment thereof for the time being in force, shall be deemed to apply and be incorporated in the contract/purchase order. The sole Arbitrator shall be any officer of the Institution whose name is approved by the Competent Authority. It will not be objectionable if the Sole arbitrator is an officer of the Institution and he has expressed his views on all or any of the matter in question of dispute or difference.
- b) Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in the discretion of the sole arbitrator so appointed who may determine the amount there of or direct the same to be fixed as between the

solicitor and client or as between party and shall direct by whom and to whom and in what manner the same is to be borne and paid.

- c) The work under the contract shall, if reasonable possible continue/ during the arbitration and proceedings and no payment due or payable by the purchaser/ Institution shall be withheld on account of such proceedings.

25. LEGAL JURISDICTION

All legal proceedings in connection with this Annual Rate Contract shall be subject to territorial jurisdiction at Hyderabad only.

26. PERIODICITY/ DURATION OF TENDER

The tender is initially for a period of one year and may be renewed for further period on mutual consent, subject to the satisfactory performance of the party with same or better quoted discount, terms and conditions.

27. FALL CLAUSE

If the Annual Rate Contract holder firm reduces its price or sells or even offers to sell the Annual Rate Contract goods following conditions of sale similar to those of the Annual Rate Contract, at a price lower than the Annual Rate Contract price, to any person or organization during the currency of the Annual Rate Contract, the Annual Rate Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Annual Rate Contract and the Annual Rate Contract amended accordingly.

28. Force Majeure

- Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its security deposit, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
 - If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for

performance not prevented by the Force Majeure event.

- If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. The tender is initially for a period of one year and may be renewed for further period on mutual consent, subject to the satisfactory performance of the party with same or better quoted discount, terms and conditions.
2. The items will have to be supplied F.O.R. National Institute of Pharmaceutical Education and Research, Hyderabad. No extra transportation / cartage charges will be provided for the same.
3. The articles should be securely packed to avoid damages etc. in transit.
4. NIPER Hyderabad shall be the sole authority to cancel or amend the order, as per requirement, and also to place order for supply of item.
5. The firm should have availability of a responsible person on call on all working days between 09:30 AM to 06:00 PM.
6. The material should be delivered at F.O.R basis at Store Section, NIPER Hyderabad between 10:00 hrs to 16:00 hrs on all working days.
7. Order shall be issued for tentative annual requirement on actual need basis. Bills in triplicate for the items supplied by the selected firm(s) should be raised for payment. Payment shall be released after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of the Indenter and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by NIPER Hyderabad.
8. The selected Annual Rate Contract holder firm shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to NIPER Hyderabad.
9. In case the quality of goods supplied are not in conformity with the standard given in tender or the supplies are found defective at any stage these goods shall immediately will be taken back by the supplier at their own risk and cost and will be replaced with the tender quality goods, without any delay. The NIPER Hyderabad reserves all rights to reject the goods if the same are not found in accordance with the required description/specifications.

10. GST: The rate of GST should be mentioned clearly.
11. Authorization Letter: Valid Tender Specific Authorization letter from the OCMs / Principal Firms in favour of authorized distributor to participate in the tender document for NIPER-Hyderabad shall be submitted along with technical bid, failing which quotation will not be considered.
12. The NIPER Hyderabad reserves the right to place an order for supply of any items mentioned in the Financial Bid or otherwise, to any other firm(s), if required.
13. Disclaimer: The near relatives of NIPER Hyderabad employee are prohibited from participation in this tender. Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering / taking up of work in NIPER Hyderabad.
14. Freight, insurance charges, if any will be borne by the supplier, similarly shortage, pilferage in transit will be sole responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser for replacement. The defective supply will have to be replaced by the supplier at their own risk and cost within 7 days without additional freight / transport charge.
15. Delivery of goods will be taken at the risk and cost of the supplier and on F.O.R. basis to the Institute from railway / road transport.
16. Payment of the bill will be made after receipt of the goods in satisfactory condition and acceptance thereof.
17. No revision in rate (on higher side) will be accepted during contract period.
18. Order will be placed as per requirement, irrespective of value of the order.
19. Supply should be made from the latest batch of production with maximum life period and original packing.

TECHNICAL INFORMATION AND UNDERTAKING

(Bidder may use separate sheet wherever required)

SN	Particulars	Remarks	Page No.
1	Name and Address of the OCM/Authorized Distributor		
2			
3	Details of Earnest Money Deposit (EMD) / Security Deposit DD No.: Dated: Drawn on Bank: Amount: Rs. 30000/- (Rupees Thirty Thousand only)		
4	Details of the Tender Fee DD No.: Dated: Drawn on Bank: Amount: Rs. 1000 (Non-Refundable) (Rupees One Thousand only)		
5	Certificate of Incorporation / Valid Registration Certificate of the Firm		
6	Copies of Income Tax Return (ITR) showing total average annual turnover of Rs. 70 lacs in the last three years.		
7	PAN details		
8	TAN details		
9	GST Registration details		
10	Experience certificate (minimum 3 years) for execution of similar work in supplying chemicals and laboratory Consumables at Government/ Autonomous Institutions/ Government Research Centers/ Universities. Scanned copy of work completion certificates to this effect.		
11	Certificate regarding financial statements duly audited/ certified by Chartered Accountant (CA) for Annual turnover for the last three financial years showing Profit & Loss		
13	Valid MSE/NSIC/ certificate for the items being tendered, <i>If applicable</i>		
14	Manufacturer's/ Distributor's Authorization Certificate		

16	Declaration by Supplier		
17	Non Blacklisting Certificate		
18	Certificate of Price Justification		
19	Certificate of No Deviation		
20	Declaration for acceptance of tender terms and conditions		
21	Name and Mobile Number of a Key person, who can be contacted at any time. The person should be capable of taking orders and making arrangement for supply of the desired items		

(Dated Signature of the Bidder with stamp of firm)

Place:

Date:

Undertaking

1. That I/we have carefully studied all the terms and conditions of tender and shall abide by it.
2. That I/We shall supply the items of requisite quality.
3. That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.
4. That I/We undertake that sample of items will be kept ready for inspections by the NIPER Hyderabad. I/We shall be responsible for the cancellation of tender if samples are not up to mark.

(Signature of the Bidder with stamp of firm)

Date:

Place:

FORMAT FOR MANUFACTURER'S AUTHORISATION CERTIFICATE

[To be given on OCM / principal firm's letter head]

Dated: _____

To,

The Director,
National Institute of Pharmaceutical Education and Research Hyderabad
Balanagar, Hyderabad-500037, Telangana, INDIA

Subject: Manufacturer's Authorization Letter

Ref. Tender No.: NIPER-HYD/NIT/2023-24/01 dated 11/04/2023 for Annual Rate Contract for Supply of Consumable Items for the financial year 2023-24

Sir/Madam,

We, M/s. _____ who are proven and reputable manufacturers of _____ (name and description of the Items offered in the quotation) having factories at, _____ hereby authorize M/s. _____ (name and address of the agent / distributor) to submit a Tender, process the same further and enter into an Annual Rate Contract with you against your requirement as contained in the above referred Tender for the above items manufactured by us.

We further confirm that no supplier or firm or individual other than M/s. _____ (name and address of the above agent / distributor) is authorized to submit a tender, process the same further and enter into an Annual Rate Contract with you against your requirement as contained in the above referred Tender for the above items manufactured by us.

We also hereby confirm that we would be responsible for the satisfactory execution of supply contract placed on the authorized agent.

We also confirm that the price quoted by our agent shall not exceed than that which we would have quoted directly.

Yours faithfully,

[Signature with date, name and designation] for and on behalf of M/s. _____
[Name and address of the manufacturers]

Note:-

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be enclosed with Quotation Form during submission in the sealed cover.

DECLARATION BY SUPPLIER

“It is certified that I/we have carefully read and understood the entire general, special as well as specific terms and conditions of these documents and agree to abide by all of these. All the information and commitments provided with the quotations are truthful and binding on the firm.”

Signature of Authorized Person

Designation Seal

Place:

Date:

NON BLACKLISTING CERTIFICATE

[To be submitted on letterhead]

I/We hereby certify that the _____ [Name of the company / firm]
has not been ever blacklisted/debarred by any Central / State Government / Public Undertaking /
Institute on any account.

I/We also certify that firm will be supplied the item as per the specification given by NIPER
Hyderabad and also abide all the terms and conditions stipulated in Annual Rate Contract.

I/We also certify that the information given in bid is true and correct in all aspects and in any case
at a later date it is found that any details provided are false and incorrect, contract given to the
concern firm or participation may be summarily terminated at any stage, the firm will be
blacklisted and NIPER Hyderabad may impose any action as per tender rules.

Name :

Business Address :

Signature of Bidder :

Seal of the Bidder :

Date :

Place :

CERTIFICATE OF PRICE JUSTIFICATION

[To be given on letter head]

Ref. Tender No.: NIPER-HYD/NIT/2023-24/01

dated 11/04/2023

I/We, M/s. _____ Certify that the rates provided are our best rates and we have not given these materials to any Government Department / PSU / Institution for lesser than these rates during last one year.

Signature and Stamp of the Bidder

Date:

Place:

CERTIFICATE OF NO DEVIATION

[To be given on letter head]

Ref. Tender No.: NIPER-HYD/NIT/2023-24/01 dated

11/04/2023

I/We, M/s. _____ hereby certify that notwithstanding any contrary indication / conditions elsewhere in our offer documents, I/We have neither set any terms and conditions nor there is any deviation taken from the conditions of NIPER Hyderabad Tender specifications, either technical or commercial, and I/We agree to all the terms and conditions mentioned in NIPER Hyderabad tender specification with associated amendments and clarifications.

Signatures of the Bidder with Name :

Designation :

Company's Seal :

Date :

Place :

DECLARATION FOR ACCEPTANCE OF TENDER TERMS AND CONDITIONS

Dated: _____

To,
The Director,
National Institute of Pharmaceutical Education and Research Hyderabad
Balanagar, Hyderabad-500037, Telengana, INDIA

Subject: Declaration for Acceptance of Tender Terms and Conditions

Ref. Tender No.: NIPER-HYD/NIT/2023-24/01 dated 11/04/2023 for Annual Rate Contract for Supply of Consumable Items for the financial year 2023-24

Sir/Madam,

I/we carefully gone through the Terms & Conditions as mentioned in the above referred Tender document, addendum & corrigendum. I/we declare that all the provisions of this Tender are acceptable to my company unconditionally. I/we further certify that I'm an authorized signatory of my company and am therefore, competent to make this declaration.

Signatures of the Bidder with Name :

Designation :

Company's Seal :

Date :

Place :

INTEGRITY PACT

Between

National Institute of Pharmaceutical Education and Research (NIPER) Hyderabad hereinafter referred to as “The Principal”.

And

.....herein referred to as “The Bidder/

Contractor.”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for Annual Maintenance Contract for Supply of Chemicals for FY-23-24. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal has appointed Independent External Monitors (IEM),

1.Lt. GeN Abhay Krishna (abhavabk@gmail.com)

2.Shri Prakash Chandra (Prakashchandra59@yahoo.co.in)

who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

- (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder(s)/Contractor(s)

- (1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- (a) The Bidder(s)/Contractor(s) will not, directly or through any other Person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any Undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, Certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future Contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Security Deposit.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 Years with any other Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings.”

Section 6 – Equal treatment of all Bidders / Contractors/ Sub-contractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all Subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors/ Subcontractors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director, NIPER Hyderabad.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Director, Hyderabad within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Director, NIPER Hyderabad.
- (8) The word ‘Monitor’ would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 10 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Director Hyderabad.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) A Contractor/Bidder signing the IP Shall not approach the courts while representing the matters to IEMs and he/she will await their decision in the matter.

(For & On behalf of Bidder/Contractor)

Office Seal

Place.....

Date.....