



**INVITATION OF TENDER FOR ANNUAL RATE CONTRACT FOR
THE SUPPLY OF CONSUMABLE ITEMS FOR THE FINANCIAL YEAR**

2022-2023

**BID SUBMISSION END DATE- 21 Days from the date
Bidding**

TENDER DOCUMENT

FOR

“Annual Rate Contract for consumable items for the financial year 2022-23”

Tel.No.91-40-23074749

91-40-23074750 (Extn-2018)

Email: sp.niperhyd@gov.in

BID DOCUMENT

Online bids (Technical & Financial) from eligible bidders which are valid for a period of 90 days from the date of Bid opening (i.e.16.09.2021) are invited for and on behalf of NIPER, Hyderabad “Annual Rate Contract for Consumable Items”

Name of Work	Annual Rate Contract for Consumable Items
Estimated Cost	
Date of Publishing	22.02.2022(18:30 hrs)
Clarification Start Date and Time	22.02.2022 (18:30 hrs)
Clarification End Date and Time	28 .02.2022(17:00 hrs)
Queries (if any)	No queries will be entertained after clarification end date and time
Bid Submission Start Date	22.02.2022(18:30 hrs)
Last Date and time of uploading of Bids	14.03.2022(17:00 hrs)
Last Date and time of submitting , EMD and other documents at NIPER Hyderabad(if any)	14.03.2022(17:00 hrs)
Date and time of opening of Technical Bids	15.02.2022(17:00 hrs)
Date and time of opening of Financial Bids	Will be separately notified for Technically shortlisted/qualified bidders

Interested parties may view and download the tender document containing the detailed terms & conditions from the website <http://eprocure.gov.in/eprocure/app>

(The bids have to be submitted online in electronic form on www.eprocure.gov.in only. No physical bids will be accepted.) “Annual Rate Contract for Consumable Items”

Tel.No.91-40-23074749

91-40-23074750 (Extn-2018)

Email: sp.niperhyd@gov.in

INSTRUCTION FOR 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 given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online Bidder Enrolment” option available on the home page. **Enrolment on the CPP Portal is free of charge.**
- (ii) During enrolment/ registration, the bidders should provide the correct/ true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/ bidders through email-id provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) Any bidder from a country which shares a land borders with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the competent authority as mentioned in the GFR 2017 Rule 144(xi).
- (v) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY /nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token/Smartcard.
- (vi) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vii) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (viii) Bidder scan than login to the site through the secured login by entering their user ID/password and the password of the DSC/e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords, etc., to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidders should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Help desk.

PREPARATION OF BIDS:

- (i) For preparation of bid Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any

published before submitting their bids.

After selecting the tender document same shall be moved to the 'My favorite' folder of bidders account from where bidder can view all the details of the tender document.

- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- (v) Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, EPF & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.

SUBMISSION OF BIDS:

- (i) Bidder should log into the site well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.
- (ii) Bidder should prepare the EMD as per the instructions specified in the NIT/tender document. The details of the DD/BC/BG/ others physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.
- (iv) Bidders shall select the payment option as offline to pay the EMD and enter details of the DD/BC/BG/others.
- (v) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- (vi) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- (vii) Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- (viii) **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/modification of the price schedule shall render it unfit for bidding.**

Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.

If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected and further dealt as per provision of

clause no 23.0 of ITB including forfeiture of EMD.

The bidders are cautioned that uploading of financial bid else where i.e., other than inc over 2 will result in rejection of the tender.

- (ix) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority

TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**

- (x) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- (xi) Bidders should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- (xii) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

ASSISTANCE TO BIDDERS:

- (i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender. The contact number is 040-23074750 (Extn: 2018) between 10:30 hrs to 17:00 hrs.
- (ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002 and 0120-4001005. The helpdesk email id is support-eproc@nic.in

INSTRUCTION FOR e-PROCUREMENT

1. 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 “.Xls” should be upload online in cover-2
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

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

3. **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 Bank details. (Bank details of principal supplier in case of Import shipments)
- ii. Scanned copy of work experience.
- iii. Scanned copy of certificate of GST. (GSTIN of Indian Agent in case of Import Shipments)
- iv. Scan copy of tender acceptance letter.
- v. Scanned copy of specifications or brochures (if any).
- vi. Scanned copy of other document mentioned in tender document (if any)

b) **For Import Shipments – Shipping Terms Ex-Works/FOR Destination is only accepted.**

NOTE - no indication of the rates/amounts be made in any of the documents submitted with the TC-BID.

4. Financial Bid

- a. The currency of all quoted rates shall be **Indian Rupees (INR)**. All payment shall be made in Indian Rupees.
- b. 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 online as per the specified **“.Xls”** format i.e. Price Bid Excel sheet attached as **‘.Xls’** 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.
- c. The Financial Proposal should be inclusive of all applicable taxes, duties, fees, levies, and other charges imposed under the applicable laws. The rates quoted in the Tender are inclusive of all applicable taxes, duties etc., **except service tax**. The service tax component shall be re-immersible by the department after receipt of paid challans etc. if applicable.

5. 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.

6. 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 90 days. 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 Bid Security.

7. 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.

8. Rejection of the Bid: The bid submitted shall become invalid and tender fee shall not be refunded if:-

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



NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH
[Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, GoI]
HYDERABAD

E-tender /Online bids are invited for reputed firms from eligible bidders for “Annual Rate Contract for Consumable Items”.

The EMD amount of Rs.25000/- in the form of DD or bankers Cheque in favor of “**NIPER-HYDERABAD Resources**” and **the tender fee amount of Rs.1000/-** in the form of DD should reach NIPER, Hyderabad latest by **05:00 PM Hrs** on the last date of Bid Submission i.e.**14.02.2022** to avoid its disqualification.

Please note all bid related documents scanned copy is to be submitted on the online portal, only Demand draft has to physical reach on 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 himself to accept the lowest quotation and reserves the right to himself to reject, or partially accept any or all the quotations received without assigning any reasons.

Sd/-
SPC-I Chairperson



NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH
[Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, GoI]
HYDERABAD

Tender document

No: PUR/NIPERHYD/Annual Rate Contract/2022-23

Date: Jan 2022

Sub: Quotation for supply of “**Annual Rate Contract for Consumable Items**” - reg.

Last date for Submission: **14.03.2022 up to 05:00.pm.**

Date of Opening: **15.02.2022 at 05.00.pm.**

NIPER Hyderabad procures various consumables in Crores of Rupees per annum for its R&D programmes and is looking for prospective suppliers who provide Branded Chemicals, Reagents, Glassware, Plasticware, Gases/Liquid Nitrogen and other Laboratory Consumables. Kindly, send your quotation on or before **.02.2022, by 05:00.pm**

Sl. No.	Information of Annual Rate Contract	
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 westernblot, flowcytometry, IHC, IC,
7.	Kits	Diagnostic and Research kits (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.
9.	Solvents	General lab chemicals, solvents, organic intermediates, reference standards and specialty fine chemicals (9AR/NMR/HPLC/GC Grades)
10.	General Lab wares	Mask, Gloves, biohazardbags, Autoclave bags, shoe covers, PP Kit, Syringe filters, Membrane filters, Filter paper thimbles, syringes.
11.	Animal House	Animal Feed, Isoflurane, Animals and Corn Bidding
12.	Laboratory Gases	Refilling of Gases(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.

Chapter-I- Conditions of Contract

General Terms and Conditions

Subject: Notice Inviting Annual Rate Contract for Consumable Items.

1. Parties:

The parties to the contract are the vendor (the tenderer to whom the work have been awarded) and the **NIPER-HYDERABAD** through SPC-I Chairperson, **National Institute of Pharmaceutical Education and Research** (NIPER), Balanagar, Hyderabad for and on behalf of the **National Institute of Pharmaceutical Education and Research** (NIPER), Balanagar, Hyderabad: 500037, Telangana.

2. Earnest Money Deposit (EMD)/Bid security: 25000/-

Duly signed/stamped Bid Security/EMD refundable amount of **Rupees Twenty Five thousand only (Rs.25000/-)** and the tenderer shall deposit a separate Bank Draft in favor of " **NIPER-H Resources** " along-with tender Document (Technical Bid). The tenders submitted without tender cost shall liable to be rejected summarily.

3. Tender Fee:

Tender fee will be Non-refundable amount of **Rupees One thousand only (Rs.1000/-)** and the tenderer shall deposit a separate Bank Draft in favor of " **NIPER-H Resources** " along-with tender Document (Technical Bid). The tenders submitted without tender cost shall liable to be rejected summarily.

4. Proposal for Annual Rate Contract must be submitted in the prescribed format and all columns should be duly filled up. Incomplete proposals and tenders received after due date shall not be entertained. NIPER-HYDERABAD shall not be responsible for any postal delay and delay in receipt of offer. Any bid received by the NIPER-HYDERABAD which does not fulfill the desired terms and conditions shall be rejected out rightly and no communication in this regard shall be sent. Delayed / Late Bids will not be accepted, at any circumstances.

5. Any conditional tender shall be rejected summarily.

6. Original Consumable Manufacturers (OCMs) may furnish the name and address of their authorized distributor/ dealers, so that the copies of orders can be endorsed to them for expeditious supply. In such cases where local dealers / stockiest has been nominated by the principal firms, the bills raised by them against our purchase order will be accepted.

7. Any addition and deletion of authorized dealership / distributorship shall be intimated to the undersigned immediately on authorization of a new party.

8. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason or decision, modify the terms and conditions of the tender document by a corrigendum displayed on the website of NIPER-HYDERABAD (<http://www.niperhyd.ac.in/>) and <https://eprocure.gov.in/epublish/app>. 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.

9. OCM/Principal firm original price list for 2022-2023 (Both hard copy and soft copy) duly signed and certified by authorized signatory must accompany the tender. Photocopy of the price list and price list in spiral binding will not be accepted. The soft copy of the price list along with the hard copy copy may be supplied to this office duly signed by authorized signatory.
10. An undertaking may be given that the price list being furnished with the proposal will remain valid for the current Annual Rate Contract irrespective of validity period.
11. 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.
12. In case of discrepancy between unit price and total price, the unit price shall prevail.
13. The percentage of discount quoted by each firm in tenders be given both in words and figures failing which the same is liable to be rejected. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders.
14. A Certificate to be given by the tenderer that the price list supplied is universal/original and the only one in circulation.
15. In case of supply of goods made through valid authorized dealer, their name and mail address may be declared/indicated in the tender.
16. Authorization certificate in respect of foreign firms duly self-attested and showing validity period may be submitted.
17. Enlistment under Annual Rate Contract with NIPER-HYDERABAD does not ensure business of any quantum, whatsoever. Any deviation from the Terms and Conditions mentioned above will imply disqualification for the firm.
18. Parallel Annual Rate Contract: NIPER-HYDERABAD may enter into parallel Annual Rate Contract for the similar items with other firms also. Any objection/ query etc. in this regard shall not be entertained.

19. DOCUMENTS COMPRISING THE BID:

The bids prepared by the bidder shall comprises of:

- (1) Technical Bid and
- (2) Financial Bid:

Technical Bid: To qualify in the Technical Bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria: -

- (a) Valid registration certificate of the firm issued by the Competent Authority of State Govt./Central Govt.
- (b) Duly filled format of Technical Bid as per Chapter – III.
- (c) Copy of constitution or legal status of the bidder Manufacturer/Sole proprietorship/firm/agency etc.
- (d) OCM/Principal firm original Price list.
- (e) Manufacturer Authorization Certificate from the principal firm must be attached by Bidder.
- (f) Copy of PAN
- (g) Copy of GSTIN
- (h) The bidder shall be Original Consumable Manufacturer (OCM) firm OR Manufacturer authorized Dealers/ Distributors.
- (i) The technical bid should be accompanied by Demand draft of Rs.1000/- (non-refundable) against tender fee and Demand draft of Rs.25000/- (Refundable) against EMD.
- (j) Copy of ITRs for last Three years.
- (k) Copy of TAN Card.
- (l) Details of clients/similar institutions where similar services are presently provided by the tenderer separately for govt. and private clients.
- (m) The bidder must have adequate experience of execution of similar work in Govt. offices / PSUs / Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with the offer.
- (n) The turnover of the bidders must be more than 5 crores per annum during the last 3 years
- (o) The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled 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.
- (p) Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.
- (q) Certificate by the tenderer that the price list supplied is universal/original and the only one in circulation.

Financial Bid: The financial bid shall contain:

- (a) Price Bid Form [As per Chapter - IV] – Price must be quoted as per format specified, failing which tender shall be summarily rejected.

Concessional GST: other than Hospital Registered under Department of Scientific and Industrial Research (DSIR), for purposes of availing Customs Duty Exemption in terms of Notfn No. 15/96-Customs dt. 23.07.1996, Notfn. No. 28/2003- COustoms dt. 01.03.2003, Notfn. No. 43/2017-Customs dt. 30.06.2017 & Notfn. No. 47/2017 – Integrated Tax (Rate) dt. 14.11.2017, Notfn. No. 10/2018-Integrated Tax (Rate) dt. 25.01.2018 and Notfn. No. 45/2017-Central Tax (Rate) dt. 14.11.2017, Notfn No. 45/2017-Union Territory Tax (Rate) dt.14.11.2017 & Notfn. No. 9/2018 – Central Tax (Rate) dt. 25.01.2018, Notfn No. 9/2018 – Union Territory Tax (Rate) dt. 25.01.2018, as amended from time to time. NIPER-HYDERABAD will provide certificate in this regard to the supplier firm. NIPER-HYDERABAD is eligible for concessional GST@5%. Institution will provide a certificate in this regard to the supplier.

20. 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) The SPC-I or a Principal officer duly authorized by the Competent Authority of the Company, if it is a company.

21. 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.

22. The tenderer 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 tenderer 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.**

23. Opening of Tender:

The tenderer is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tender should bring with him a letter of authority from the tenderer and proof of identification.

24. 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.

25. Delivery:

Delivery of goods shall be made by the supplier F.O.R. **National Institute of Pharmaceutical Education and Research (NIPER)**, Balanagar, Hyderabad: 500037, Telangana within (04) Four weeks of placing of Purchase Order. However, in case of emergent requirement supplier has to supply the required quantity of goods within 1 week of placing of order also. In few cases the items are to be delivered at a very short notice i.e. within 48-72 hours. ***In case of import items duration may be clearly specified.***

26. Liquidated Damages

Supply of material will have to be completed within 04 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.

27. Risk Purchase

If successful tenderer 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.

28. 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 Contractor after satisfactory delivery and acceptance of the material by the NIPER-HYDERABAD, case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for rejected goods.

Partial payment for the Purchase Order will not be processed.

29. Performance Security:

The successful tenderer will be required to furnish a Performance Security Deposit of an amount of Rs.25,000/- separate for each category after receiving of Letter of Intent, in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the "NIPER H RESOURCES" which shall be kept valid for a period of 60 days beyond completion of all the contractual obligations. In the event of non-deposition of the same the declaration in lieu of Bid security/EMD shall be applicable.

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. Performance Security will be discharged after completion of contractor's performance obligations under the contract.

30. No interest on performance security deposit shall be paid by the NIPER-HYDERABAD to the tenderer.

31. 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.

32. Subletting of Work:

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.

33. 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.

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.

34. Legal Jurisdiction:

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

35. Periodicity/ Duration of Tender:

The tender is initially for financial year 1st April 2022 to 31st March 2023 and may be extended till new Annual Rate Contract gets finalized, if required.

- 36. 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.

Chapter - II

Other terms and conditions of the Contract

1. The successful firm will be required to do the work/job for financial year 2022-23 from the date of award of the contract. (NIPER-HYDERABAD) shall, however, reserve the right to terminate the contract at any time without assigning any reason.
2. The items will have to be supplied F.O.R. **National Institute of Pharmaceutical Education and Research** (NIPER), Balanagar, Hyderabad: 500037, Telangana. No extra transportation/ cartage charges will be provided for the same.
3. The firm may supply the required items as per unit price mentioned in the price list.
4. The articles should be securely packed to avoid damages etc. in transit.
5. 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.
6. In case a proposal is accepted the OCM/Principal supplier will have to sign an agreement deed with us on a non-judicial stamp of appropriate value while entering into Annual Rate Contract.
7. The firm should have availability of a responsible person on call on all working days between 09:30 Hrs to 17.30 Hrs.
8. The material shall be delivered at the NIPER-HYDERABAD with remaining shelf-life of at least 75% of the stipulated total shelf-life from the date of manufacturing of that product.
9. 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 this office 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.
10. 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.
11. 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 and liquidates damages shall be charged.

12. Each page of the Tender Notice to be signed and stamped by the bidder in token of having accepted the same.

13. Discount: The Discount which will be offered by the OCM/authorized distributor on the manufacturer's price list for the year 2022-23 should be mentioned. Firms must offer a flat discount rate on all items instead of separate discount on different items like culture media, chemicals etc.

14. GST: The rate of GST should be mentioned clearly.

15. Authorization Letter: Valid Tender Specific Authorization letter from the OCM in favour of authorized distributor should be submitted along with quotation, failing which quotation will not be considered.

16. 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.

17. Disclaimer:

The near relatives of employees of (NIPER-HYDERABAD) are prohibited from participation in this tender.

Special Conditions:

- (a) 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 10 days without additional freight / transport charge.
- (b) GST and other Govt. levies will be paid extra.
- (c) 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.
- (d) Payment of the bill will be made after receipt of the goods in satisfactory condition and acceptance thereof.
- (e) No revision in rate (on higher side) will be accepted during contract period.
- (f) Order will be placed as per requirement, irrespective of value of the order.
- (g) Supply should be made in full against the order and no piecemeal supply shall be accepted.
- (h) Supply should be made from the latest batch of production with maximum life period and original packing.
- (i) While submitting the tender document, the tenderer should sign on each page of the tender document.
- (j) The tenderer should enclose a signed copy of the terms and conditions stipulated for award of the contract, conveying his acceptance of the same.

Inspection:

- (a)** NIPER-HYDERABAD shall have the right to inspect and/or to test the goods to confirm their conformity to the NIPER-HYDERABAD 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 two (02) weeks 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.

Chapter -III Contract Form

TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING.

(Tenderer may use separate sheet wherever required)

S. No.	Details of the Firm / Bidder	Page No.	Remarks
1.	Name and Address of the OCM/Authorized Distributor		
2.	Whether the Firm is located in Hyderabad (Telangana).(Yes/No)		
3.	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization		
4.	Duly signed/stamped Bid Security/EMD DD No.: Dated: Drawn on Bank: Amount: Rs.25000(Refundable) (Rupees Twenty Thousand only)		
5.	Details of the cost of the Tender documents (Yes/No) DD No.: Dated: Drawn on Bank: Amount: Rs.1000(Non-Refundable) (Rupees One Thousand only)		
6.	Copy of Registration of firm		
7.	GSTIN/ Copy of GST Registration		
8.	Copy of PAN/TAN Card		
9.	Tender specific Authorization certificate from the OCM /Principal Firm		
10.	Authorization certificate for Distributors/Dealer		
11.	Certificate for No Deviation		
12.	Certificate for Price Justification		
13.	Non Blacklisting Certificate		
14.	Copy of Income Tax Return for last 3 years		
15.	Whether each page of tender and its annexure have been signed and stamped		
16.	List of Major Customers may be given on a separate sheet and proof of satisfactory supply, if any		
17.	Drug License (If applicable on any item given in technical bid)		
18.	Quality Assurance Certificate (Please specify)		
19.	Have you previously supplied these items to any government / private organization? If yes, attach the relevant proof. (Also provide an affidavit that you have not quoted the price higher than previously supplied to any government institute)		

20.	GST Registration No.		
21.	Whether copies of authenticated balance sheet for the past three years enclosed		
22.	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.		
23.	Any other information important in the opinion of the tenderer		
24.	Copy of TAN		

- **Page number/serial number may be given to each and every page of Tender Documents and photocopies of the documents attached. Mention Page number, wherever the copy(s) of the document(s) are kept.**
- **In case of non-fulfilment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.**

(Dated Signature of the Tenderer 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 upto mark.

(Signature of the Tenderer with stamp of firm)

Date:

Place:

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) 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.

Date :	Name :
Place :	Business Address :
	Signature of Bidder :
	Seal of the Bidder :

CERTIFICATE OF PRICE JUSTIFICATION

[To be given on letter head]

Ref. Tender No.:

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

Place:

Date:

CERTIFICATE OF NO DEVIATION

[To be given on letter head]

Tender No.:

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 and Company's Seal]

FORMAT FOR MANUFACTURER'S AUTHORISATION

Dated:

To

The Director,
National Institute of Pharmaceutical Education and Research (NIPER),
Balanagar, Hyderabad: 500037, Telangana

Reference: Tender No._____, Dated:____/____/____ for Annual Rate Contract for Supply of Chemicals, Glassware, Plasticware and other Laboratory Consumables.

Subject: Manufacturer's Authorization Letter

Sir,

Ref. Your Tender No._____, dated _____
We, _____ 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) to submit a Tender, process the same further and enter into a 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) is authorized to submit a
tender, process the same further and enter into a 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 Messrs. _____

[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.

FORMAT FOR DISTRIBUTOR'S AUTHORIZATION

Dated:

To

**The Director,
NIPER-HYDERABAD**

**Reference: Tender No. _____, Dated: ____/____/____ for Annual Rate
Contract for Supply of Chemicals, Reagents, Glassware, Plasticware and other Laboratory
Consumables.**

Subject: Distributor's Authorization Letter

Dear Sir,

With reference to above mentioned Annual Rate Contract, we wish to inform you that our below mentioned distributor is authorized to receive orders, to make the supplies, to raise the invoices for products manufactured/marketed by [Name of Manufacturer _____] and collect the payments thereof on our behalf.

1. Name of the firm :
2. Complete Address :
3. Contact Person :
4. Contact No.: :
5. Email ID: :

You are kindly requested to place your valuable orders and to make payment directly to our authorized distributor for prompt supply.

This authorization will remain valid for whole contract period.

[Signature with date, name and designation] For and on behalf of Messrs. _____

[Name and address of Manufacturer]

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.

Chapter - IV Financial Bid

To

**The Director,
Niper,
Balanagar, Hyderabad, Telangana - 500037**

Sir,
i

Ir/We M/s. _____ wish to submit our offer for Annual Rate Contract for supply of Branded Chemicals, Reagents, Glassware, Plasticware, Gases/Liquid Nitrogen and other Laboratory Consumables at NIPER-HYDERABAD on following rates.

Category:

1. Laboratory Chemicals/ Reagents,
2. Glassware,
3. Plastic ware,
4. other Laboratory Consumables:

S. No.	Brand/Make	%age of discount quoted by the firm on their printed price list of the Manufacturer.	
		In Figures	In Words
1.			
2.	GST %		
3.	Contribution towards University Students Aid Fund by OCM/ Auth. Distributor as CSR initiative (OPTIONAL)		_____% (_____ in words) of Basic order value

Concessional GST: National Institute of Pharmaceutical Education and Research other than Hospital Registered under Department of Scientific and Industrial Research (DSIR), for purposes of availing Customs Duty Exemption in terms of Notfn No. 15/96-Customs dt. 23.07.1996, Notfn. No. 28/2003-COustoms dt. 01.03.2003, Notfn. No. 43/2017- Customs dt. 30.06.2017 & Notfn. No. 47/2017 – Integrated Tax (Rate) dt. 14.11.2017, Notfn. No. 10/2018-Integrated Tax (Rate) dt. 25.01.2018 and Notfn. No. 45/2017-Central Tax (Rate) dt. 14.11.2017, Notfn No. 45/2017-Union Territory Tax (Rate) dt.14.11.2017 & Notfn. No. 9/2018 – Central Tax (Rate) dt. 25.01.2018, Notfn No. 9/2018 – Union Territory Tax (Rate) dt. 25.01.2018, as amended from time to time. NIPER-HYDERABAD will provide certificate in this regard to the supplier firm.

I/We agree to forfeiture of the earnest money/security deposit, if I/we fail to comply with any of the terms and conditions in whole or in part laid down in the contract form. We have carefully read the terms and conditions of the contract and are agreed to abide by these in letter and spirit.

Date: _____ Signature _____
Name and Address of the Firm _____
Telephone No. _____
Mobile No. _____

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT HYDERABAD OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT HYDERABAD OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT HYDERABAD. GUARANTEE/BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTABLE.)

To

The Director,
NIPER-HYDERABADyd.

LETTER OF GUARANTEE

WHEREAS National Institute of Pharmaceutical Education and Research (NIPER),

Balanagar, Hyderabad, (Buyer) have invited Tenders vide Tender No..... Dt. for Annual Rate Contract for purchase of **Chemicals, Reagents, Glassware, Plasticware, and other Laboratory Consumables**. The said tender document requires that any eligible successful tenderer (seller) wishing to supply the Chemicals, Reagents, Glassware, Plasticware, Gases/Liquid Nitrogen and other Laboratory Consumables etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of **“Director, National Institute of Pharmaceutical Education and Research, Hyderabad”** in the form of Bank Guarantee for Rs. and valid till **[90 (ninety) days]** beyond the date of completion of the supply, installation, commissioning and all other contractual obligations of the supplier including the free warranty period, may be submitted within 30 (Thirty) days from the date of acceptance as a successful bidder.]

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this bank shall pay to NIPER, Hyderabad on demand and without protest or demur Rs.

..... (Rupees.).

This bank further agrees that the decision of Central University of Punjab, Bathinda (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase order shall be final and binding.

We, (name of the bank and branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or **National Institute of Pharmaceutical Education and Research (NIPER), Balanagar, Hyderabad (Buyer)**.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs. (INR only).
2. This Bank Guarantee shall be valid up to _____ (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if Institution serve upon us a written claim or demand on or before _____ (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at (Address of local branch).

Signature and seal of the guarantor:

Name of Bank:

Address:

Date:

Bank details of the Tenderer for release of payment

Name of the Beneficiary (fill in Capital Letter) As per Bank account																
Bank Account No. (Beneficiary)																
Name of the Bank:																
Name of the Branch																
Swift Code/BIC Code(of needed)																
PAN No.																
Mobile No.																
Email ID:																

Name and Signature of the competent authority of the firm

Date and Seal