



NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH
 (Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, GoI)
 Balanagar, Hyderabad – 500037

INVITATION TO TENDER
 (Web Hosting Tender)

No: PUR/NIPERHYD/CONS/RC/2019-20

Date : 29-07-2019

To

Dear Sir/Madam,

Sub: Quotation for Annual Rate Contract for R&D consumables – Reg.
 Our Enquiry No. : No. PUR/NIPERHYD/CONS/RC/2019-20 Dt : 29-07-2019
 Last date for Submission : **19-08-2019 up to 14:30 Hrs. (IST)**
 Date of Opening : **19-08-2019 at 14.30 Hrs. (IST)**

We are interested in establishing an Annual Rate Contract for the year 2019-20 with the interested manufacturer(s)/distributor(s)/dealer(s) for supplying the below mentioned items. Kindly, send us your quotation on or before **19-08-2019, by 14:30 Hrs to email ID: sp.niperhyd@gov.in and send duly signed hard copy for our records.** It may be noted that the Rate Contract shall be concluded on a **fixed price basis** which would be valid during the currency of the contract without any firm commitment on our part for assuring any minimum quantum of business. We are inviting rate contract proposals for the following category of item(s).

- (a) Laboratory Chemicals
- (b) Biochemicals
- (c) Glass Ware
- (d) Plastic Ware, etc.,

The Rate Contract shall be valid for a period of one year i.e. 16th September 2019 to 15th September 2020.

Terms & Conditions:

1. Price

The manufacturer(s)/distributor(s)/dealer(s) are requested to submit their offer in their own letter head, neatly typewritten without any overwriting. The manufacturer(s)/distributor(s)/dealer(s) shall have to indicate clearly the brand of the product(s) for which they are submitting the RC proposal. The bidder must undertake that the prices mentioned in their pricelist are valid till end of the Rate Contract (RC) period without any hike. **However, in the event of any decrease in the prices the same should be notified to us.** Alongside, if any special promotional marketing scheme(s) is/are launched, the same must be made available to NIPER, Hyderabad.

The bidder should ensure that the prices quoted are **FOR, NIPER Hyderabad**, basis, including its unloading at NIPER as per the purchase order and inclusive of all taxes and duties. In case of temperature controlled products, necessary precautionary measures shall be taken so that the item(s) remain in the specified temperature till its delivery to the end user.

The prices are fixed during the currency of RC and the end users of the institute shall procure the rate contract item(s) through cash or emergency basis in view of any urgently. In such cases, the bidder is not permitted to charge higher prices than the prices approved under the RC. In case if it is found that the bidder is charging lesser prices than the prices agreed under the rate contract, the prices shall be modified suitably without any intimation to the bidder.

The bidder shall submit sufficient copies of both hard and soft copies of the pricelist duly signed and stamped so that the accessibility of prices will be user friendly. In case if the pricelist is not supplied, the bidder must undertake to supply as per the last pricelist.

2. Evaluation of the bids

The evaluation of the bids shall be done by a committee who shall scrutinize all the bids received *vis-à-vis* the requirement of NIPER Hyderabad.

The bids which are incomplete, not in conformity with the terms & conditions of the bid, conditional bids, bids without any bid security and unsigned bids shall be rejected as non responsive without any further evaluation.

Bids not supported by the eligibility criteria shall be summarily rejected.

All the bids where the maximum discount is offered shall be processed for finalization of the rate contract. Bidders may be called for discussion before the finalization of rate contract.

Bidders who did not have any rate contract with NIPER earlier but have submitted their bids this year shall be checked by the committee about its suitability before a decision is taken to consider the same under RC.

Notwithstanding anything contained above, preference shall be given to the firms registered under "Make In India", provided they furnish necessary documents as per the policy of the Government of India.

3. Purchase Orders under the rate Contract

Bidders may note that mere conclusion of rate contract does not guarantee placement of purchase order, rather the orders shall be placed based upon the demand from the users. Purchase Orders placed till the last working day of the rate contract should be honoured and executed under the rate contract without any need for extension of the rate contract.

4. Rate Contract on foreign supplies

The local distributors of all items manufactured by firms located out of India are eligible for conclusion of rate contract provided they have similar arrangement with other DST/DBT laboratory. The proposal may be either in the respective currency of their manufacturers or on INR through Customs Bonded Warehouse prices. The prices quoted must include the prices of goods up to NIPER inclusive of freight, insurance up to NIPER, charges for dry ice etc.

5. Product Quality

The manufacturer/bidder should give an undertaking stating that the products they are offering are new, unused, and genuine. In case it is found that the product is spurious, the bidder shall be barred from doing any business with NIPER for a period which will be determined by competent authority. The manufacturer/bidder also undertakes that they are solely responsible in case of any discrepancies noticed during the supply with regard to the quality, quantity, packages, leakages, short supplies, damages and the same shall be replaced at free of cost.

6. Delivery

The ordered items must be delivered at NIPER Hyderabad unless otherwise specified in the purchase order within a period of 10 (ten) working days from the date of issue of purchase order. Supplies are normally accepted on all working days from 10:00 AM to 5:00 PM except on Saturday, Sunday and other public holidays.

All the perishables/hazardous item(s) shall be opened in the presence of the representative of the bidder and the user.

The bidder is at liberty to execute the supply of the ordered material in a staggered manner i.e, maximum of **three** staggered deliveries shall be allowed per purchase order within the delivery schedule. But, in case of perishables, hazardous consumables, the consent of the user must be obtained prior to the execution of the supply so that necessary precautions shall be taken for their effective use.

A penalty of 5 (five) per cent per week of delay subject to a maximum of 10 (ten) per cent shall be levied in cases where ordered goods are delayed beyond the schedule delivery period.

7. Payment

Cent percent payment for the supply of materials shall be made against delivery after the same are checked and found that the item(s) is/are in order by the end user. The bidder has to submit a pre-receipted bill in triplicate duly stamped along with a certificate mentioned below the details of their bank account for this purpose.

The payment being claimed is strictly in terms of the contract and all obligations on the part of the supplier for claiming this payment have been fulfilled as required under the contract.

No payment shall be made for part supplies under normal circumstances. NIPER reserves the right to cancel the purchase order in case part supply is not affected within the reasonable period or **reserve the right to recover 10 (ten) per cent of the payment as security to be paid on completion of the contract.**

It is informed with reference to imports NIPER is eligible for the levy of concessional customs duty as per GOI notifications Nos. 43/17 Customs, dt. 30/6/20-17, 10/2018, Integrated Tax, dt. 25/01/2018, 45/17, Union Territory Tax dt. 14/11/2017, 09/2018 Central Tax Dt. 25/01/2018 and 51/96 - Customs dt. 23/07/1996 and the DSIR letter No. TU/V/RG-CDE (63)2017, dt. 24/08/2016. Kindly, note that NIPER is entitled to issue Goods and Service Tax Certificate to obtain concessional tax as per Ministry of Finance Notification No. 45/2017 & 47/2017, dated 14th November, 2017 on demand.

8. Order amendments

On receipt of the Purchase Order, the Bidder shall check the correctness of the rates and, terms and conditions of the Purchase Order. In case of any corrections the same should be brought to the notice of the NIPER for the issue of necessary amendment letter. In case no reply is received from the bidder within **three days** working days after the receipt of the Purchase Order, no further amendments shall be allowed on the purchase order and the bidder shall have to supply materials as per the order.

9. Fall Clause

The rate contract shall be guided by the fall clause wherein if the rate contract holder reduces its price or sells or even offers to sale the rate contract goods following conditions of sales similar to those of the rate contract to any person or organization during the currency of the rate contract, the rate contract prices will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and, the rate contract shall be amended accordingly.

An undertaking is required to be given by all the manufacturers that the rates offered by them are not more than the rate offered to any other Government organization/Institution and the discount offered is not less than the discount offered to any other Government organization/Institution. In case any such discrepancy is noticed they shall refund the difference amount to NIPER Hyderabad and also rate contract is liable to be cancelled.

10. Discount

The bidder shall offer a **fixed discount** applicable on the list price applicable in BOQ (price bid). The discount must be indicated in the BOQ (Price Bid). The percentage of discount must be mentioned in words as well as figures.

Parallel Rate Contract: NIPER reserves the right to conclude more than one rate contract for the same Brand and has the option to re-negotiate the price(s) with the rate contract holder(s).

11. Bid Security

A bid security of **Rs.15,000/- (Rupees Fifteen thousand only)** needs to be submitted in the form of a Demand Draft in favour of **NIPER-H Resources**, payable at Hyderabad. The bid security of the successful bidder shall be retained as a security deposit till the end of the contract period and, later the same shall be refunded without any interest subject to satisfactory performance of the rate contract. Kindly, note that in case if it is found that a bidder did not supply any item(s) within the reasonable period, the bid security may be forfeited if no suitable reason is furnished.

12. Arbitration:

If any dispute or difference arises between parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this agreement, such disputes or differences shall be referred to an Arbitral Bench consisting of three Arbitrators shall appoint a third Arbitrator who shall be the presiding Arbitrator. A reference to the Arbitration under this clause shall be deemed to be submission within the meaning of the Arbitration and Conciliation Act, 1996, and the rules framed there under for the time being in force. Each party shall bear and pay their own cost of the arbitration proceedings unless the Arbitrators otherwise decide in the Award. The venue of arbitration should be the place from where the contract has been issued.

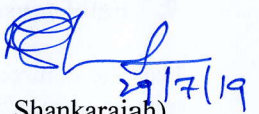
Notwithstanding any reference to arbitration herein,

- i) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- ii) the Purchaser shall pay the Supplier any amount due to the Supplier.

All disputes are subject to Hyderabad jurisdiction only.

The rate contract can be terminated without any notice in case the performance of the manufacturer(s) /distributor(s)/dealer(s) is found consistently unsatisfactory or due to the serious lapse on the part of the manufacturer(s)/distributor(s)/dealer(s) duly forfeiting the security deposit.

The Director, NIPER Hyderabad, reserves the right to accept or reject any offer in part or in full without assigning any reasons thereof.


(Dr. N. Shankaraiah)
Chairman, SPC- I

Note:

- a) All the standard formats are attached for the reference of the bidders.
- b) Interested bidders are hereby requested to submit a separate quotation for every brand along with separate bid security at the rate of Rs.15,000/- for each category.
- c) The technical bid must have the following documents failing which the bid shall be considered as Non-responsive.
- d) A certificate agreeing to the terms of the tender.
- e) Manufacturer's authorization form.
- f) Documents pertaining to Eligibility Certificate.
- g) Bid security/document showing deposit of Bid security to Purchaser's Account.
- h) A letter addressed to the purchaser stating the details of the dealer who shall supply the goods.
- i) The dealer should be located in and around Hyderabad.
- j) Certificate stating that the goods are not available in GeM. In case, if the goods are available under GeM, no rate contract shall be concluded.

STANDARD FORMS

Bidder Information Form

[The Bidder shall fill in this form in accordance with the instructions indicated below. No alterations to this format shall be permitted and no substitutions shall be accepted. This should be done on the letter head of the firm].

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

Tender No.: *[insert number from Invitation for bids]*

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1.	Bidder's Legal Name <i>[insert bidder's legal name]</i>
2.	In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3.	Bidder's actual or intended Country of Registration: <i>[insert actual or intended country of registration]</i>
4.	Bidder's Year of Registration: <i>[insert bidder's year of registration]</i>
5.	Bidder's Legal Address in Country of Registration: <i>[insert bidder's legal address in country of registration]</i>
6.	Bidder's authorised representative information Name: <i>[insert authorised representative's name]</i> Address: <i>[insert authorised representative's address]</i> Telephone/Fax numbers: <i>[insert authorised representative's telephone/fax numbers]</i> Email Address: <i>[insert authorised representative's email address]</i>
7.	Attached are copies of original documents of: [check the box(es) of the attached original documents] Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder _____

Name _____

Business Address _____

Manufacturer's Authorization Form

[The Bidder shall ensure that the Manufacturer shall fill in this form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the manufacturer].
Date: *[insert date (as day, month and year) of bid submission]*

Tender No.: *[insert number from invitation for bids]*
To: *[insert complete name and address of purchaser]* WHEREAS

We *[insert complete name of manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of manufacturer's factories]*, do hereby authorise *[insert complete name of the bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and or brief description of the goods]*, and to subsequently negotiate and sign the contract.

We hereby extend our full guarantee and warranty in accordance with Clause 21 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorised representative(s) of the manufacturer]*
Name: *[insert complete name(s) of authorised representative(s) of the manufacturer]*
Title: *[insert title]*
Duly authorised to sign this authorisation on behalf of: *[insert complete name of bidder]*
Dated on _____ day of _____ *[insert date of signing]*
The technical and commercial deviations should be indicated separately.
If the bidder fails to enclose the compliance statement, his bid is likely to be rejected.

Place:

Date:

Signature and seal of the Manufacturer/Bidder

NOTE:

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

Eligibility Certificate

This is to certify that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased and further we hereby declare that, we meet all the eligibility criteria mentioned in the tender document and hence eligible for this Invitation of Bids/Tender No. _____ dated _____

We agree that our bid shall be rejected if anything contrary to the above is noticed at any stage while procuring the material under consideration.

Authorized Signatory : _____

Name : _____

Designation : _____

Bid-Securing Declaration

Bid No.

Date : _____

To (insert complete name and address of the purchaser) I/We, The undersigned, declare that:
I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We, accept that I/We may be disqualified from bidding for any contract with you for a period of **one year** from the date of notification, if I am/we are in a breach of any obligation(s) under the bid conditions, because I/We,

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our bid during the period of bid validity specified in the form of bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I/We is/are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our bid.

Signed : (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration).

Name : (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of : (insert complete name of the bidder) Dated on _____ day of _____ (insert date of signing) Corporate Seal (where appropriate)

(**Note:** In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Check List : Duly filled check list to be submitted along with the technical bid.

Sl. No.	Requirement of Tender	Compliance	Docum ent Submitted
1.	Documents regarding the eligibility criteria	Yes/No	Yes/NA
2.	Tender Acceptance	Yes/No	Yes/NA
3.	Bid Security (if applicable)	Yes/No	Yes/NA
4.	Bidder Information Form	Yes/No	Yes/NA
5.	Manufacturers Authorization Form	Yes/No	Yes/NA
6.	Certificate as per clause (VI) of the tender.	Yes/No	Yes/NA
7.	Bid Security Declaration or registration certificate of SSI unit or NSIC registration etc., for claiming Bid Security Exemption.	Yes/No	Yes/NA
8.	Certificate that the rates charged are lowest and you have not sold this item(s) at lesser price than the quoted price to any organization.	Yes/No	Yes/NA
9.	Certified copy of the agency agreement between the principal and the agent. (MAF)	Yes/No	Yes/NA

List of the ...

No.	Name	Address	City
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