



# राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान

(औषध निर्माणविभाग, रसायन एवं उर्वरकमंत्रालय, भारतसरकार, का एक स्वायत्तशासी संस्थान)

ट्रांजिट कैंपस – नाईपर, रायबरेली, बिजनौर - सिसेंड़ी रोड, गांवकमलापुर उर्फ अहमदपुर -, पोस्ट माटी -, लखनऊ -226002

## National Institute of Pharmaceutical Education and Research

(An Autonomous Institute under the Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers, Govt. of India)

Transit Campus of NIPER, Raebareli, Bijnor, Sisendi Road, Sarojini Nagar, Near C.R.P.F Base Camp, Lucknow - 226002

Lucknow - 226002, Phone No – 0522-2497903, Website – [www.niperraebareli.edu.in](http://www.niperraebareli.edu.in)

NIPER/RBL/S&P/Expression of Interest/2022-23/

Dated: Mar 2023

### **EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF VENDORS FOR SUPPLYING PRINTED MATERIALS**

#### **CRITICAL INFORMATION**

Ser No	Event	Particulars/ Date & Time
1	EMD	Bid Security Declaration to be provided in lieu of EMD
2	Issuance of EOI on NIPER, RAEBARELI website	22 Mar 2023
3	Last Date for submission of Proposal	12 Apr 2023 (Up to 1600 Hours)
4	Opening of Proposals	13 Apr 2023 at 1100 Hours
5	Date for announcing Shortlisted Vendors for supplying Printed Materials (Printers) for Empanelment	20 Apr 2023

#### **Note:-**

1. NIPER, RAEBARELI reserves the right to change dates without assigning any reasons thereof. Intimation of the same shall be notified on NIPER, RAEBARELI's website. No individual communication will be sent to the bidders. Hence, bidders are advised to visit our website regularly for updates.
2. If a holiday is declared on the dates mentioned above, the bids shall be received/ opened on the next working day at the same time specified above and at the same venue, unless communicated otherwise.
3. Contact details of NIPER, RAEBARELI officials for any clarifications related to this EOI:-

Email ID: [assistant.registrar@niperraebareli.edu.in](mailto:assistant.registrar@niperraebareli.edu.in)

## 1. INTRODUCTION

National Institute of Pharmaceutical Education and Research (NIPER), Raebareli, (India) is an Autonomous Institute under the Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers, Govt. of India. NIPER, Raebareli would like to empanel vendors for undertaking a wide range of printing works as per Scope of Work mentioned in this EOI. The purpose of this EOI is to short list and empanel the printers based on specific parameters. It is planned to create panel of High-Quality Printers who can execute the printing jobs and supply printer materials on tight schedules as and when required.

Interested Printers who can comply the requirements may submit the application duly filled in and supplemented with all relevant documents to us for further processing as per laid down procedures. Applications incomplete in any respect are liable to be rejected summarily. The EOI document can be downloaded from our website <http://niperraebareli.edu.in/>.

The Information provided by the Applicants in response to this Expression of Interest (EOI) will be the property of NIPER, Raebareli and will not be returned. NIPER, Raebareli reserves the right to amend, cancel, rescind, or reissue this EOI and all amendments will be advised to the Applicants and such amendments will be binding upon them. NIPER, Raebareli reserves its right to accept or reject any or all responses to this EOI without assigning any reason whatsoever.

Duly completed application along with Annexures and other required documents is to be submitted in sealed envelope at the following address.

**Director**  
**National Institute of Pharmaceutical Education & Research (NIPER-Raebareli)**  
**Bijnor - Sisendi Road, Sarojini Nagar, Near CRPF Base Camp, Lucknow - 226002**

## 2. SCOPE OF WORK

The Scope of Work of the Empaneled Printers shall include the printing and supply of printed Publicity Materials i.e., leaflets, posters, brochures, banners, booklets, standee, stickers, vinyl printing, letters, formats, registers, Annual Report, Placement Brochures etc. Apart from this other printing jobs such as visiting cards, letter heads, File Covers, Envelopes, letter pad, Format Pads printing of vouchers, customized printed bags etc may also be assigned as per requirement.

## 3. ELIGIBILITY CRITERIA

The minimum Eligibility Criteria are stipulated below. An Agency not meeting any of the following criteria would be summarily rejected and would not be considered for further evaluation:

- (a) The Agency should be a firm/company/body registered or incorporated in India. It can be a Government Organization / Public Sector Unit / Partnership Firm/Limited Liability Partnership (LLP) / Private Limited Company/Public Limited Company/autonomous body/Proprietorship.
- (b) The Agency must have its own in-house state-of-the-art facilities for black & white and color printing (digital and offset) and all other auxiliary facilities and should be in operation in **Lucknow** municipal limits **only** since last 3 years from the date of issuance of this EOI. Details of Assets and Facilities to be provided in separate sheet as Annexure "5".
- (c) The Agency shall have annual average turnover of minimum Rs. 50 Lakhs for last 3 financial years i.e F.Y 2021-22, 2020-21 and 2019-20.
- (d) The Agency should have satisfactorily completed at least three printing order of the value Rs 30,000 or above each with any University/CFTI/INI/COEs/Higher Education Institute, government institute/organization/universities as per Scope of Work mentioned above in previous 02 years i.e. FY 2021-22 and 2020-21.
- (e) The Agency should not have been blacklisted/ debarred by any Central/ state government/ public sector undertaking/ Banks, their services not terminated due to deficiency in service in last three years and not involved in any litigation with any entity inclusive that may affect or compromise the delivery of service required.

**(i) Relaxations for Startups**

For Startups with DPIIT Certificate of Recognition, following relaxations are given in the eligibility criteria:

- The Agency should be in operation in **Lucknow municipal limits** since last 2 years from the date of issuance of this EOI.
- The Agency shall have annual average turnover of minimum Rs. 40 Lakhs for last 3 financial years i.e FY 2021-22, 2020-21 and 2019-20.
- The Agency should have satisfactorily completed at least two printing order value more than Rs 25,000 or above each as per Scope of Work mentioned in previous 02 years.

**4. PROCEDURE FOR EMPANELMENT**

- (a) An Evaluation committee shall oversee the EOI process and declare the Empaneled Printers as per the EOI process.
- (b) EOI Submission - Interested Agencies may submit their Proposals as per the terms of this EOI document within the given timeline.
- (c) Eligibility Evaluation - All Proposals received as per prima-facie validity shall be scrutinized for Eligibility as per the criteria set out in this document. Any Proposal not meeting even a single Eligibility criterion shall be summarily rejected.
- (d) Agencies are not required to submit any Financial Bids along with this EOI.
- (e) All the Eligible Agencies would be empaneled as per terms of this EOI document.

**5. EOI CONTENTS**

Envelope No.	Contents	Remarks
1.	Eligibility Bid – Annexure 1, 2, 3 along with all required documents.	Sealed cover marked “ <b>Eligibility Bid</b> ”
2.	Bid Security Declaration– Annexure 4	Open cover marked “ <b>Bid Security Declaration</b> ”

(a) All the above envelopes must be submitted in one sealed super-cover marked “ **NIPER, Raebareli – Empanelment of Printers – 2022**”.

(b) Bidders shall have to furnish, as part of bid, Bid Security Declaration as per Annexure - 4. A bid not accompanied by Bid Security Declaration shall be rejected being non-responsive at the bid opening stage.

The sealed Proposal shall be addressed to

**Director**

**National Institute of Pharmaceutical Education & Research (NIPER-Raebareli)**

**Bijnor - Sisendi Road, Sarojini Nagar, Near CRPF Base Camp, Lucknow - 226002**

(c) The Proposal must reach to us as per schedule. NIPER, Raebareli SHALL NOT BE LIABLE for Proposals lost in transit or submitted late. As such, all late bids shall not be considered.

(d) Any Proposal submitted without ALL the above shall be rejected summarily. All Annexures should be duly signed by the Authorized Signatory.

Agencies are liable to be disqualified if, at any stage of evaluation or after the empanelment, it is found that the Agency's declaration with regard to any of the set Eligibility Criteria as indicated and the other data, if any, given in response to this EOI is incorrect.

## **6. DURATION OF EMPANELMENT**

The Panel shall ordinarily remain valid **for a period of 3 years, extendable by another 1 year at the discretion of a competent authority**. However, the committee reserves the right and discretion to cancel the entire Panel at any time without assigning any reason. The institute may add suppliers to the panel from time to time as per requirements through open registration.

Furthermore, NIPER, Raebareli may conduct yearly performance reviews and reserves the right and discretion to terminate the empanelment of any Agency at any time without assigning any reason; and thereafter carry on with the remaining Agencies on the Panel.

## **7. AMENDMENT TO THE EOI DOCUMENT**

(a) At any time prior to the date of submission of Proposals, NIPER, Raebareli, for any reason, may modify the EOI Document, by amendment.

(b) The amendment will be posted on NIPER Raebareli website <http://niperraebareli.edu.in/>.

(c) All Agencies must ensure that such clarifications have been considered by them before submitting the Proposal. NIPER Raebareli will not have any responsibility in case some omission is done by any Agency.

(d) In order to allow prospective Agencies reasonable time in which to take the amendment into account in preparing their Proposals, NIPER Raebareli, at its discretion, may extend the deadline for the submission of Proposals.

## **8. PENALTY PROVISION**

The Empaneled Agencies will be required to serve NIPER, Raebareli for services as per terms mentioned in Empanelment Letter/ Work Order in conformity with the Scope of Work. Any avoidance/denial of any service will be treated as serious failure based on which penalty up to 10% of the work order (which is denied/avoided by the Agency) may be deducted from the Performance Security or any other dues to the agency as liquidated damages. Also, a penalty @ 0.5 % per week of the value of the work order shall be levied on the selected empaneled agency to whom the work order has been issued if the agency fails to provide services as per the timelines specified in the work order. Additionally, such avoidance/denial of the work or delay in providing the services can lead to the termination of the agency.

## **9. DISCLAIMER**

The EOI document is not a recommendation, offer or invitation to enter into a contract, agreement or any other arrangement, in respect of the services. The provision of the services is subject to observance of selection process and appropriate documentation being agreed upon, between the NIPER, Raebareli and the Empaneled Agency. NIPER, Raebareli does not warranty any quantum of work to the empaneled agencies for any activities mentioned in the scope of work of this EOI.

## **10. INFLUENCING THE EVALUATION OF PROPOSALS & EMPANELMENT**

No applicant shall attempt to influence NIPER, RAEBARELI on any matter related to the proposal for Empanelment. Any attempt to influence NIPER, RAEBARELI in the evaluation of proposals and Empanelment of Agencies shall result in summary rejection of the proposal(s) of such Agency(ies).

## **11. ACCEPTANCE OF SELECTION PROCESS**

Each Recipient / Respondent having responded to this EOI acknowledges to have read, understood, and accepts the selection & evaluation process mentioned in this EOI document. The Recipient / Respondent ceases to have any option to object against any of these processes at any stage subsequent to submission of its responses to this EOI.

## **12. WORK ALLOCATION AMONG EMPANELED AGENCIES**

(a) The allocation of any work shall be done by inviting quotations from the empaneled agencies and other identified potential agencies with approval of Director. Quotations shall be invited by NIPER, RAEBARELI by issuing a letter/e-mail/document mentioning Scope of Work and other terms & conditions. The empaneled agencies will be allowed sufficient time as per the requirement of work for submitting the financial bid strictly in the format provided by NIPER, RAEBARELI. However, in case all the empaneled agencies have submitted the bids before time, the same will be opened immediately on receipt. Upon the expiry of the stipulated period for submitting the bids, the Agency quoting lowest (L-1) rate shall be awarded the Work. In case lowest (L-1) bidder is not in the position to supply items as per requirements of NIPER, RAEBARELI, the L-2 bidder shall be awarded the Work at L-1 rates. In case of tie, the quantity may be distributed among L-1 Bidders.

(b) NIPER, RAEBARELI also reserves the right and discretion to get any printing work done by any Agency whatsoever (even outside the panel).

## **13. PAYMENT TERMS**

(a) The empaneled Agency shall not be paid any advance for any activity.

(b) Payment shall be made upon completion of any printing work and within 30 working days of approval of invoice along with required documents to the satisfaction of NIPER, RAEBARELI.

## **14. CONDITIONAL BID**

Any conditional bid or counter offer shall be liable for rejection. The bidder shall accept the bid in entirety and in the event any terms is not accepted, or the bid is submitted with any conditions, such bid shall be liable for rejection.

## **15. TERMINATION**

NIPER, RAEBARELI shall, in addition to other remedial steps to be taken as provided in the conditions of EOI be entitled to cancel the empanelment on any Agency or entire panel if the empaneled Agency:

(a) Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from NIPER, RAEBARELI, then on the expiry of the period as specified in the notice.

(b) Commits default/breach in complying with any of the terms and conditions of the EOI and/or the issued work order and does not remedy it or fails to take effective steps for the remedy to the satisfaction of NIPER, RAEBARELI.

(c) Become insolvent or has initiated the process of insolvency.

Further, NIPER, RAEBARELI can terminate all/any particular empaneled agency(ies) at any time, with or without reasons, by giving 30 days written notice.

It is clarified that the approved bills up to the effective date of termination will be paid as per the EOI payment terms.

The Empaneled Agency can terminate the work order if NIPER, RAEBARELI fails to abide by the payments terms as mentioned in the EOI provided the empaneled Agency shall give a notice of 15 days for rectification of the same.

## **16. INDEMNIFICATION**

(a) The empaneled Agency shall indemnify and keep indemnified NIPER, RAEBARELI from and against any and all claims, direct losses, injuries, liabilities, reasonable costs and expenses, direct damages, actions or proceedings which may be made or taken against the NIPER, RAEBARELI by any person arising out of any breach, action or inaction of the Empaneled Agency under this EOI.

(b) The empaneled Agency is to also ensure the compliance of laws including labour laws as applicable and the empaneled Agency will indemnify NIPER, RAEBARELI for any liability arising out of such violation / breach of any provision of laws.

## **17. LIMITATION OF LIABILITY**

Unless otherwise stated in this EOI, neither Party shall, in any event, regardless of the form of claim, be liable for any indirect, special, punitive, exemplary, speculative, or consequential damages.

- (a) Subject to the above and unless otherwise stated in this ROI, the maximum aggregate liability of the empaneled Agency, regardless of the form of claim, shall be the total contract value.
- (b) Notwithstanding anything mentioned in this EOI document, the Breach of indemnity clause including any third-party liability due to loss of life and violation of Intellectual Property Rights (IPR) shall be excluded from purview of limitation of liability.

## **18. GENERAL TERMS AND CONDITIONS**

- (a) In the case of dispute arising upon or in relation to or in connection with this EOI or the consequent empanelment between NIPER, RAEBARELI and the empaneled agency, which has not been settled amicably, any party in dispute can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to a sole arbitrator to be appointed mutually by the parties to the dispute. Arbitration proceedings shall be held in Lucknow, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. The expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- (b) The empaneled agency shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder. If at any time during the term of the empanelment, agency is in violation of any law, ordinance, regulation, or code, NIPER, RAEBARELI shall be entitled to de-panel the agency with immediate effect.
- (c) The original information, the methodology adopted, original data, derived data including outcome of the EOI, the originals of any reports and documents or materials prepared or information produced as a result of the services under this EOI and all intellectual property rights therein, unless otherwise specifically stated, shall be and shall remain exclusive property of NIPER, RAEBARELI.
- (d) No separate contract shall be signed. The terms of this EOI document along with empanelment letter and work order shall be scrupulously followed and will determine the rights and obligations of respective parties.
- (e) Except with the prior written consent of NIPER, RAEBARELI, the Bidder and the Personnel shall not at any time communicate to any person or entity any information acquired in the course of the Services, nor shall the Bidder and its Personnel make public any information/ document shared in the course of, or as a result of, the Services.

### Eligibility Qualification Checklist:

(All documents must be serially numbered and signed with official stamp)

Ser No.	Particulars	Status (Yes/No)	Proof attached Page No. at
1.	Signed & Stamped cover cum undertaking letter (Annexure-1)		
2.	Eligibility Bid Format (Annexure-2)		
3.	Annual turnover Certificate (Annexure-3)		
4.	Bid Security Declaration as per (Annexure-4)		
5.	Copy of registration of firm/establishment/company		
6.	Document showing location at Lucknow (Place of Business)		
7.	Certificate for MSME and Startups (if applicable)		
8.	Copy of PAN card		
9.	Copy of GSTIN Certificate		
10.	Authorized personnel details and authorization letter		
11.	Detail of printing assignments handled		
12.	Detailed Strength of staff handling the work assignment in the agency		
13.	Minimum Average Annual turnover for past 03 immediate financial years (FY 2020-21, 2021-22 & 2021-22) is Rs. 50 Lakhs ( <i>Relaxation as per 3 (j)</i> ) (CA Certificate Annexure - 3)		
14.	CA Certificate (Annexure-3) for earning net profit during any 2 out of last 3 years i.e., FY 2021-22, 2020-21 & 2019-20		
15.	Proof of operation in Municipal limits of Lucknow only, since last 3 years from the date of issuance of this EOI – 3-year-old Electricity bill or water bill or any other evidence for place of business.		
16.	Proof of owning in-house state-of-the-art equipment/facilities for colour/mono printing (digital and offset) and all other auxiliary facilities like flex printing, engraving etc.		
17.	Completed at least 03 (Three) similar kind of work during previous 3 years as referred in Para 3 <sup>rd</sup> of EOI. (Completion of contract certificate from previous organization mentioning value of work completed)		
18.	Signed & Stamped EOI Document		

#### **Note:-**

1. NIPER, RAEBARELI reserves the right to verify the facts given by the Agency with any authority.
2. All the pages and supporting documents should be duly signed by the Authorized signatory.
3. NIPER, RAEBARELI will not be responsible for any oversight if a particular document is not referred to, at designated place in the formats.

Place: .....

Date: .....

(Signature and seal of the authorized signature)

**COVER CUM UNDERTAKING LETTER**  
**(ON BIDDER'S LETTER HEAD)**

Dated:

To,

**Director**  
**National Institute of Pharmaceutical Education & Research**  
**Bijnor, Sisendi Road, Village – Kamlapur urf Ahmedpur, Post – Mati,**  
**Lucknow - 226002**

Respected Mam,

Subject : Empanelment of Printers

Having examined the EOI document including all annexure the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as mentioned in EOI document in conformity with the said EOI document.

We understand that the EOI document provides generic specifications about all the items, and it has not been prepared by keeping in view any specific bidder. We have ensured ourselves about the eligibility criteria before submitting the tender.

We have read, understood, and accepted the terms/ conditions/ rules mentioned in the EOI document.

We undertake that in competing for and if the award is made to us, in executing the Work, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We are not blacklisted in last 3 years by any Government/ Ministry/Department/PSU nor debarred from dealing with any company/ public department.

Our services are not terminated pursuant to our deficiency in service in last three years and we are not involved in any litigation with any entity that may affect or compromise the delivery of service required.

I/we further certify that I am /we are competent officer in my company to make this declaration that our bid and its terms & conditions is binding on us and persons claiming through us and that you are not bound to accept a bid you receive.

We understand that the whole empanelment exercise may be scrapped by NIPER, RAEBARELI without assigning any reason and it is acceptable to us.

We certify that we have provided all the information requested by NIPER, RAEBARELI in the format requested for. We also understand that NIPER, RAEBARELI has the exclusive right to reject this offer in case NIPER, RAEBARELI is of the opinion that the required information is not provided or is provided in a different format. It is also confirmed that the information submitted is true to our knowledge and NIPER, RAEBARELI reserves the right to reject the offer if anything is found incorrect.

Place:

Date:

Seal and signature of the bidder



**ELIGIBILITY BID FOR EMPANELMENT OF PRINTERS**

<b>Ser No</b>	<b>PARTICULARS</b>	<b>DETAILS</b>
1.	Name of the Agency	
2.	Office Address	
3.	Status of the Agency (Whether firm/company/body registered or incorporated in India. Government Organization / Public Sector Unit / Partnership Firm/Limited Liability Partnership (LLP) / Private Limited Company/Public Limited Company/autonomous body/Proprietorship.	
4.	Name and Mobile no. of the Authorized Person who will be responsible for bid submission and will be a single point of Contact.	
5.	Name of Chairperson/Director: Landline no: Mobile no:	
6.	E Mail Address and website address, if any:	
7.	Landline Number: Mobile Number: Secondary Mobile Number:	
8.	GSTIN Number AND Registration Number	
9.	PAN No. of the Agency	
10.	No. of year(s) of experience in the field	
11.	Detail of printing assignments handled	
12.	Detailed Strength of staff handling the work assignment in the agency	
13.	Annual Average turnover for past 03 years i.e. 2019-20, 2020-21 & 2021-22)	
14.	Any other relevant information	

**ANNUAL TURN OVER AND PROFIT/LOSS STATEMENT**  
**(TO BE FURNISHED IN THE Letter Head of the AUDITOR/CHARTERED ACCOUNTANT)**

The annual turnover and profit/loss statement for the past three financial years of M/s \_\_\_\_\_  
(Name of the firm/establishment/company) are given below and certified that statement is true and correct.

Sl.no.	Year	Turnover in Rs.	Profit/loss
1.	2019 - 19 (FY)		
2.	2019-20 (FY)		
3.	2020-21 (FY)		

Average Annual turnover (for the above three years) in (Rs.) \_\_\_\_\_

Date:  
Place:

Signature of Auditor/Chartered Accountant  
(Name of Auditor/Chartered Accountant)

Seal:

Membership No.:  
Registration No. of firm: UDIN no:

**Note: To be issued in the letter head of Auditor/Chartered Accountant mentioning the membership no.**

**BID SECURITY DECLARATION**

**(To be made on Non - Judicial stamp paper of Min Rs. 100.00)**

1. Whereas, I / We, M/s .....(name of Bidder/Company) has/ have submitted bid for Empanelment of Vendors for supplying of Printed Materials (Printers) FOR THE FINANCIAL YEAR 2023-2024 vide Expression of Interest No NIPER/RBL/S&P/Expression of Interest/2022-23/ dated .....

2. I / We hereby submit following bid security declaration in lieu of submitting Earnest Money Deposit:-

(i) If, after the Opening of tender, I / We withdraw or modify my / our bid during the period of validity of tender (including extended validity of tender) specified in the tender documents,

**OR**

(ii) If, after the award of work, I / we fail to sign the contract, or to submit performance guarantee before the deadline defined in the tender documents,

I/We shall be suspended for one year and shall not be eligible to bid for tenders with NIPER Raebareli from date of issue of suspension order.

Signature of the Bidder(s)

Name .....

Designation .....

Date .....

