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## TIA Undertaking

S.No Undertaking to	Order	Tender complying with Order	Reason for non compliance of Order		
1 PPP-MII Order	2017	Agree			
2 MSEs Order 20	12	Agree			
Tender Inviting	<u>Authority</u>				
Name	Director, NIPE	R Raebarelli			
Address		ute of Pharmaceutical Education and Research (NIPER-Raebareli), Bijnor-Sisendi Road, , Near CRPF Base Camp, Lucknow (UP)- 226002			
Tender Creator	<u>Details</u>				
Created By	Prabina Pradh	an			
Designation	Assistant Regi	strar			
Created Date	04-Mar-2024	12:51 PM			
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# राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान

(औषध निर्माणविभाग, रसायन एवं उर्वरकमंत्रालय, भारतसरकार, का एक स्वायत्तशासी संस्थान) ट्रांजिट कैंपस – नाईपर, रायबरेली, बिजनौर - सिसेंडी 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

NIPER/RBL/S&P/Registered Supplier/Consumables/2024-25

Dated: 04th Mar 2024

## REGISTERED SUPPLIERS OF CONSUMABLE ITEMS FOR THE FINANCIAL YEAR 2024-2025

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 procure the following items on Registered Supplier basis. The Schedule of requirements are given below.

Ser		Notice Inviting Tender
No		
1	Tender Reference No.	NIPER/RBL/S&P/Registered Supplier/Consumables/2024-25
2		<b>Registered Supplier for Consumables Items</b> {Chemicals & Solvents, Bio-Chemicals, Oligonucleotides and Biological, Antibiodies, Media, Glassware's, Plastic wares, Filters/ Filter Papers, Micro Pipettes/ Micro Tips, Animal Feed, Corncob}
3	Type of Tender	Two Bid system
4	Mode of publishing of tender	https://eprocure.gov.in/eprocure/app
		http://niperraebareli.edu.in/tender.html (For information only)
5	Mode of submission of tender	Online through Central Public Procurement Portal of Government of India (https://eprocure.gov.in/eprocure/app)
6	Cost of tender document	Nil
7	Earnest Money Deposit	Bid Security Declaration on Non-Judicial stamp paper of min Rs. 100.00
8	Last date and time of submission of e-bid	24 March 2024 up to 1700 Hours (As per CPPP)
9	Opening of Technical bids	25 March 2024 at 0900 Hours (As per CPPP)
10		Shri Prabina Kumar Pradhan Assistant Registrar (S&P) Email ID: <u>store@niperrbl.ac.in</u> <u>assistant.registrar@niperraebareli.edu.in</u>

Note: Please note that non consumable items are not included in this Registered Supplier.

NIPER, Raebareli is interested in engaging the services of a competent, reliable, experienced and efficient companies/firms/bidders from the date of contract to 31 Mar 2025. After satisfactory completion of contract, the contract may be extended for further period upto 01 year. The competent authority of NIPER, Raebareli reserves the right to cancel the contract, in case the services are not found upto the mark with/ without prior notice.

Sd/-. Registrar NIPER, Raebareli

#### **ELIGIBILITY CRITERIA**

Director, National Institute of Pharmaceutical Education & Research, Raebareli (NIPER) invites E- Tenders for Registered Supplier of Consumables Items from the manufacturer and their authorized reseller only having following credentials.

1. Original manufacturer(s) or Authorized Dealer should have minimum **03 years of similar experience** in supplying chemicals, laboratory Consumables/Non Consumables at Government Organizations/ Autonomous Institutions/ Government Research Centers/ Universities/Autonomous/Reputed Private Research Centers with minimum ten numbers of orders. Undertaking regarding completion of contracts with Govt. Institutes has to be submitted **(Annexure – "A").** 

2. Purchase Orders / Completion certificates for supporting above requirements (To be attached with Annexure "A").

3. Copy of the PAN, GST Registration Certificate and Trade License Certificate, if any, of the firm (Annexure "B").

4. Annual turnover of the bidder for each of the last three financial years shall not be **less than 50 lakhs**. Financial statements with net profit, duly audited / certified by Chartered Accountant (CA) with his UDIN No for the **last three financial years** along with the copies of Income Tax Return (ITR) must be enclosed. Prospective Bidder claiming Exemption of annual turnover must submit necessary certificate/documents from competent authority in accordance with existing rules and regulations (Annexure "C").

- 5. Valid MSME/NSIC/DAE/SSI certificate for the items being tendered (Annexure "D").
- 6. Declaration regarding clean track by bidder (Annexure "E")
- 7. Declaration for supply of Registered Supplier items on credit term (Annexure "F")
- 8. Declaration of Bid security (Annexure "G")
- 9. Declaration of Price reasonability certificate (Annexure "H")
- 10. Declaration for acceptance of tender terms and conditions (Annexure "I")

11. Catalogue of offered brand, having MRP (applicable for/in India), from Original Manufacturer/Indian Subsidiary (in case of imported).

Note: - Format of Annexure "A", "E", "F", "G", "H", "I" are attached with this tender. Annexure "B", "C", "D" has to be uploaded by firm.

## **TERMS & CONDITIONS**

Director, National Institute of Pharmaceutical Education & Research, Raebareli (NIPER, RAEBARELI) invites e-Tenders for Registered Supplier of Lab Consumables {Chemicals & Solvents, Bio-Chemicals, Oligonucleotides and Biological, Antibodies, Media, Glassware's, Plastic wares, Filters/ Filter Papers, Micro Pipettes/ Micro Tips, Animal Feed, Corncob} as per below terms & conditions.

### 1. TENDER FEE & EARNEST MONEY DEPOSIT

#### Tender fee (Non – Refundable): Nil.

**Earnest Money Deposit (refundable)**: The prospective bidder have to submit the Bid Securing Declaration on Non - Judicial stamp paper of Rs. 100.00 as per Performa attached (Appendix – G)

#### 2. TENDER PREPARATION COST

The bidder(s) shall solely bear all costs associated with the preparation and submission of the bid. The Institute shall in no case be responsible or liable for such costs, regardless of the conduct or outcome of the tender process. In no case such costs shall be reimbursed by the Institute.

### 3. VALIDITY OF BID

Bids shall be valid for 180 days from the date of opening the tender. **NIPER, RAEBARELI may ask for the bidder's consent to extend the period of validity**. Such request adresponse shall be made in writing only. The bidder is free not to accept such request. A bidder agreeing to the request for extension will not be permitted to modify his bid. Bid evaluation will be based on the bid prices without taking into consideration the above corrections. All other terms and conditions remaining unchanged during period of extension of contract.

## 4. TENDER EVALUATION

The Institute will evaluate the entire tender(s), strictly on the basis of the terms & conditions incorporated in the tender enquiry document and terms, conditions etc as stipulated by the bidder(s) in their tender to determine whether these are compliance in all respects, as specified in the tender enquiry document.

During the evaluation/ scrutiny of the tenders, at any stage, if it is found that any of the bidder(s) terms and conditions are not in compliance with tender enquiry, Institute may seek the clarification within the specified target time and if the bidder(s) fails to reply / or not agree / accept the terms and conditions, their tender will be treated as unresponsive and it is liable for rejection.

The Institute will evaluate the technical bid. Only those parties will be considered for financial evaluation whose technical bids are found suitable as per requirement of the tender. If participating manufacturer wishes to supply through their authorized dealer then manufacturer will provide name of their authorized dealer for supply of Registered Supplier items.

#### 5. AUTHORIZATION

An OEM can either participate directly or can only authorize one bidder to quote on their behalf. In case of submission of multiple offers by an OEM, directly or through its authorized agent(s), all such offers may be rejected.

## 6. AWARD OF THE CONTRACT

After due evaluation of the bid(s) NIPER, RAEBARELI will award the contract to the bidder(s) from April 2024 to Mar 2025. After satisfactory completion of contract, the contract may be extended for further period upto 01 year. The competent authority of NIPER, RAEBARELI reserves the right to cancel the contract, in case the services are not found upto the mark with / without prior notice.

#### 7. LOCATION FOR SUPPLY AND SERVICES

Registered Supplier for Chemicals & Solvents, Bio-Chemicals, Oligonucleotides and Biological, Antibiodies, Media, Glassware's, Plastic wares, Filters/ Filter Papers, Micro Pipettes/ Micro Tips, Gases, Animal Feed, Corncob are required to be supplied in good quality at Stores & Purchase, NIPER, RAEBARELI, , Bijnor, Sisendi Road, Village – Kamlapur urf Ahmedpur, Post – Mati, Lucknow - 226002.

(i) The consumables shall have to be supplied within stipulated time as mentioned in the Registered User

contract while placing of supply order. If the supplier fails to supply the above within the said period the Institute shall have the following courses open to it.

• To arrange the material from some alternative source and recover the extra cost of the same from the suppliers.

To impose a penalty equal to 10% of the total value of unfulfilled order.

• To cancel the Registered Supplier, of which a notice of cancellation shall be sent to the supplier in writing. In that event, the registered supplier 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.

If the supplier requires an extension of time, he shall apply in writing within 07 days from issue of said Purchase Order. Valid reasons for non-execution of supplies within the stipulated time may be given to the undersigned.

(ii) Defective and sub-standard quality of Chemicals & Solvents, Bio-Chemicals, Oligonucleotides and Biological, Antibiodies, Media, Glassware's, Plastic wares, Filters/ Filter Papers, Micro Pipettes/ Micro Tips, Animal Feed, Corncob supplied will not be accepted. If quality of any brand found inferior, the concerned supplier may be blacklisted for future supplies. Suppliers shall have to take back and replace the rejected materials at their own cost within 15 days of the rejection failing which action as deemed fit will be taken. The Institute shall not be responsible for the safe custody of the rejected materials. Proper cold chain for required items should be maintaining till supply. In case a perishable consignment(s) is damaged due to insufficient Dry Ice, during transportation up to Institute, the supplier shall be responsible for the complete loss.

#### 8. PRICE

a) The manufacturer or its authorized dealer has to submit a price list in PDF format which will remain unchanged throughout this Registered Supplier period. Any change in statutory levies will be taken into consideration.

b) The bidder needs to submit an undertaking with regard to Registered Supplier price list mentioning that they are not supplying the same items charging a lesser amount and providing higher discount than this to any other organizations. If the same is found, then proportionate recoveries for all supplied order will be made from you/your authorized dealer and all further order from the NIPER, Raebareli will be placed as same discount.

c) NIPER, RAEBARELI will not pay any other charges like delivery charges, dry ice charges etc. Bidder(s) are requested to quote price accordingly.

d) The bidder may offer special prices or discounts, including those related to festivals or year-end sales, during the contract period, subject to prior notification.

#### 9. DELIVERY PERIOD/TIMELINES

The delivery must be completed within stipulated time (i.e. 45 days in case of indigenous products and 60 days in case of imported products) as mentioned in the bid, after placement of supply order. The time is the essence of the contract. It is mandatory for the bidders who respond to this bid to meet these expectations, as they are tightly linked to NIPER, RAEBARELI's plans of completing the project within the time frame. The Manufacturer can supply the items directly or through their authorized dealer. Goods will not accepted after expiry of Delivery period, if permission for extension of Delivery Period has not been asked for with reason, before delivery period expiry. Liquidated Damages (LD) will levied for any extension beyond original delivery period.

#### 10. ORDER PLACEMENT

The Purchase Order and payment shall be processed by:

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

#### 11. RELEASE OF PAYMENT

Payment for the items to be supplied by the vendor against the purchase order shall be made by National Institute of Pharmaceutical Education & Research as follows:-

100% of the payment will be released after satisfactory supply of total order of **Chemicals & Solvents, Bio-Chemicals, Oligonucleotides and Biological, Antibiodies, Media, Glassware's, Plastic wares, Filter/ Papers, Micro Pipettes/ Micro Tips, Animal Feed, Corncob** and submission of bill/challan along with other relevant documents. No payment will be released for partial shipments.

Payment shall be released on receipt of the original bills in triplicate complete in all respects and original delivery challans of all the items duly signed and stamped by the authorized representative of the user department.

#### 12. ORDER ACCEPTANCE LETTER

The successful bidder on award of contract/order, must send the contract/order acceptance in writing, within 10 days of award of contract/order failing which the punitive action will be taken as per Bid Security Declaration.

#### 13. CORRUPT OR FRAUDULENT PRACTICES

NIPER, RAEBARELI requires that the bidders who wish to bid for this project have highest standards of ethics. NIPER, RAEBARELI will reject a bid if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract. NIPER, RAEBARELI may declare a vendor ineligible, either indefinitely or for a specific duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the execution of contract.

#### 14. INTERPRETATION OF THE CLAUSES IN THE TENDER DOCUMENT/CONTRACT DOCUMENT

In case of any ambiguity/dispute in the interpretation of any of the clauses in this Tender Document, Director-NIPER, RAEBARELI's interpretation of the clauses shall be final and binding on all parties.

#### 15. INDEMNITY

The vendor shall indemnify, protect and save NIPER, RAEBARELI against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademarks, copyrights etc. or such other statutory infringements in respect of all the chemicals supplied by him.

NIPER, RAEBARELI reserves the right to recover the cost towards any damage/loss caused due to the negligence on the part of the agency engaged.

#### 16. PENALTY FOR DELAYED SERVICES /LIQUIDATED DAMAGES (LD):

As time is the essence of the contract, delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise punitive action will be taken as mentioned in Para 6 above.

If the supplier fails to Supply the Chemicals & Solvents, Bio-Chemicals, Oligonucleotides and Biological, Antibiodies, Media, Glassware's, Plastic wares, Filters/ Filter Papers, Micro Pipettes/ Micro Tips, Animal Feed, Corncob as per specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of 0.5% of the total contract value of delayed quantity per week or part of the week of delayed period subject to a maximum of 10% beyond the due date without any controversy/dispute of any sort whatsoever. Such money will be deducted from any amount due or which may become due to the supplier.

NIPER, RAEBARELI reserves the right to cancel the order in case the delay is more than 30 days, and penalties, if any, will be deducted from the Security Deposit or amount due to the suppliers.

#### 17. JURISDICTION

The disputes, legal matters, court matters, if any, shall be subject to Lucknow jurisdiction only. If a dispute arises out of or in connection with the contract or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit that dispute to arbitration under the Arbitration & Conciliation Act 1996.

#### 18. CATALOGUE

The prospective bidder have to upload soft copy in online bid and submit the hard copy of Catalogue of offered brand, having MRP (applicable for/in India), from Original Manufacturer/Indian Subsidiary (in case of imported product) before opening of technical Bid. Category for which the bid has been made along with the bidder name should be clearly mentioned on the cover letter attached with catalogue.

## 19. The Director NIPER, RAEBARELI reserves the right to accept the offer in full or in parts or reject summarily or partly.

Sd/-. Registrar NIPER, Raebareli

#### ANNEXURE – "A" : DECLARATION FOR COMPLETION OF CONTRACTS

(On Company / Firm's Letterhead)

To,

Dated:

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

Sir,

## Ref: Tender No. NIPER/RBL/S&P/Registered Supplier/CONSUMABLES/2024-25 "Registered Supplier of Consumables."

Ser No.	Name of Organization	Contact Person & Telephone No.

I/We also enclosed these certificates which bear the name and telephone nos. of the authorized signatory.

Yours faithfully,

(Signature of the Bidder) Name Designation Seal

Encl : As above

#### ANNEXURE – "E" – DECLARATION REGARDING CLEAN TRACK BY BIDDER

(On Company / firm's Letterhead)

Τo,

Dated :

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

Sir,

## Ref: Tender No. NIPER/RBL/S&P/Registered Supplier/CONSUMABLES/2024-25 "Registered Supplier of Laboratory consumables."

I/we carefully gone through the Terms & Conditions contained in the above referred Tender. I/we hereby declare that my company / firm is not currently debarred / black listed or no legalcase pending by any Government / Semi Government Organizations / Institutions in India orabroad. I/we further certify that I'm competent officer in my company /firm to make thisdeclaration.

Or

I/we declare the following

Ser No.	Country in which the company is debarred / blacklisted /case is pending	Black listed / debarred by Government /Semi Government Organizations / Institutions	Reason	Since when and for how long

(NOTE: In case the company / firm was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason/s for the same)

Yours faithfully,

(Signature of the Bidder)Printed Name Designation Seal

#### ANNEXURE- "F" : DECLARATION FOR SUPPLY OF REGISTERED SUPPLIER ITEMS ON CREDIT TERM

(On Company / firm's Letterhead)

To,

Dated :

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

Sir,

Ref: Tender No. NIPER/RBL/S&P/Registered Supplier/CONSUMABLES/2024-25 "Registered Supplier of Laboratory consumables."

I/we carefully gone through the Terms & Conditions as mentioned in the above referred Tender document. I/we declare and certify that ready to supply the Registered Supplier items on credit term of 45 days. I'm an authorized signatory of my company and am therefore, competent to make this declaration

Yours faithfully,

(Signature of the Bidder)Printed Name Designation Seal

#### **ANNEXURE- G: PERFORMA FOR BID – SECURITY DECLARATION**

## (To be made on Non - Judical stamp paper of Min Rs. 100.00)

1. Whereas, I / We, M/s ......(name of Bidder/Company) has/ have submitted bid for REGISTERED SUPPLIERS OF CONSUMABLE ITEMS FOR THE FINANCIAL YEAR 2023-2024 vide Rate Contract Enquiry No NIPER/RBL/S&P/Registered Supplier/Consumables/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

## ANNEXURE- "H" : PRICE REASONABILITY CERTIFICATE (ON THE LETTER HEAD OF THE COMPANY)

certified the Tender lt is that rates quoted against No.....Dated..... for the items vide our bid No.....are exclusively for to ACADEMIC supply and RESEARCH Institutions and are not more than as charged to other Govt./PSU 's /Autonomous bodies for similar supplies-made in recent past. It is further certified that we have offered the maximum possible discount to NIPER, RAEBARELI, in our Quotation No. ..... dated for (currency) The quoted price is the minimum. We will not offer lower rates to any other customer (Govt. /PSU's/Autonomous bodies), till the validity of offer or execution of purchase order, whichever is later. If they have been approved by the Director, NIPER, RAEBARELI and if at any stage it has been found that quoted rates are higher, then in such conditions NIPER, RAEBARELI, will have the right to cancel the approved rates and to take legal action against the tenderer.

Yours faithfully,

(Name of manufacture)

(Signature with date) (Name and designation) Duly authorized to sign tender for and on behalf of

#### ANNEXURE- "I" : DECLARATION FOR ACCEPTANCE OF TENDER TERMS AND CONDITIONS

(On Company / firm's Letterhead)

To,

Dated:

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

Sir,

## Ref: Tender No. NIPER/RBL/S&P/Registered Supplier/CONSUMABLES/2022-23 "Registered Supplier of Laboratory consumables.

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

Yours faithfully,

(Signature of the Bidder)Printed Name Designation Seal

**Note:-** Acceptance of Tender and Issue of letter for Registered Supplier doesn't mean this Institute agrees to any terms and conditions mentioned by your firm in the tender documents.

## Technical Bid E-Tender No. NIPER/RBL/S&P/Registered Supplier/CONSUMABLES/2024-25 REGISTERED SUPPLIER FOR LABORATORY CONSUMABLES FY 2024-25

,	Vendor Name		
Ser No.	Basic Information	Please fill details	Page Number
1	Name of the Companywith Full adress:		
	Telephone no: E-mail address : GST Registration no: Income Tax Registrationno. with place: PAN Card no:Bank Name: Bank Account Number: BANK IFSC code:		
2	Name of the authorized person to contact for this tender: Telephone NoMobile No Mail id-		
3	Name of Brand/s offer:		
4	Authorized dealer certificate: (Please attach self- attested scan copy of authorized dealer certificate issued by principal company)		
5	Authorized Dealer name with complete address: PAN No: GST Number: Contact Number: E-mail Address: (On Principal company letter head duly stamped and signed)		

14	Declaration regarding clean track by bidder (Annexure – "E")		
15	Declaration for supplyof Registered Supplier items on credit term (Annexure – "F")		
16	Declaration of Price reasonability certificate (Annexure-"G")		
17	Declaration for acceptance of tender terms and conditions (Annexure – "H")		
18	Parties registered with MSME/NSIC/DAE/SSI should have valid certificate for the items being tendered (Annexure "D")		
19	Catalogue of offered brand, having MRP, from Original Manufacturer/Indian Subsidiary ( in case of imported) uploaded and hard copy to be submitted to NIPER Raebareli		
*, C	Raebareli All fields are mandatory to fille	ed up by bidder else it will have treated as reject.Please note t ided in this Registered Supplier	hat non

### FINANCIAL BID

	Inviting Authority: Director, NIPER, RAEBARELI	
Name o	f Work: REGISTERED SUPPLIER FOR CONSUMABLES ITEMS FY 20	)24-25
Contrac	ct No: NIPER/RBL/S&P/Registered Supplier/CONSUMABLES/2024-2	5
	f the Bidding Company:	
(This B after fill	<u>SCHEDULE</u> OQ template must not be modified/replaced by the bidder and the sa ing the relevant columns, else the bidder is liable to be rejected for I to enter the Bidder Name and Values only )	
Ser. No.	Item Description	Discount offered in % to be entered by the <mark>Bidder</mark>
1	2	3
<b>1</b>	2 Discount offered by the Manufactures on price list of Indigenous brand (In %)	3
	Discount offered by the Manufactures on price list of	3
1	Discount offered by the Manufactures on price list of Indigenous brand (In %)	3

Dated:

Signature: Name: Designation: On behalf of: (Company Seal)