

NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (NIPER) AHMEDABAD

PALAJ, OPPOSITE AIRFORCE STATION, GANDHINAGAR 382355, GUJARAT Tel: 079-66745555

Notice Inviting Tender

Tender No: NIPER-A/NIT/2022-23/01

Date: 05/07/2022

Sealed tender in two bids system is invited from the Manufacturers and/or their authorized distributors (reputed Indian manufacturers or authorised distributors of foreign manufacturers) for the **Supply, Installation and Commissioning of Refrigerated Microcentrifuge** to NIPER Ahmedabad as per the attached specifications. Bid document with other terms & conditions are also appended below and are to be submitted with Tender Fee and EMD as given in tender document:

Name of the Item	Tender Fee DD in INR (Non- refundable)	EMD in INR, DD/Bank Guarantee/FDR (Refundable)	Last Date and Time for Submission of Tender	Place of Submission of Tender	Date and Time of Opening of Tender
Supply, Installation and Commissioning of Refrigerated Microcentrifuge	1180/- (in favour of NIPER Ahmedabad POI)	21,000/-	11:00 am on 26.07.2022	NIPER Ahmedabad	3:00 pm on 26.07.2022

Eligibility Criteria:

- 1. The Bidder should be a reputed Manufacturer / an authorized Distributor firm having after sales service agreement with the Manufacturer (Proof for the same are required to be enclosed along with address, phone No. & E-mail etc. of the Service Centres).
- 2. If ISO Certified Company, enclose documentary proof.
- 3. The bidder should have experience of more than five years in supply and maintenance of items quoted (A certificate of establishment to be provided).
- 4. The bid document complete in all respect should reach to the Registrar, NIPER-Ahmedabad, at Palaj, Opp. Air Force Station Head Quarter, Gandhinagar-382355, Gujarat on or before **26/07/2022** at **11:00** AM
- 5. No bids after the last date shall be entertained. The bids are invited only on CPPP Portal Bids received in only after format will be summarily rejected.

Tender document must be submitted in an outer sealed cover super scribing the "Supply, Installation and Commissioning of Refrigerated Microcentrifuge, Tender No. NIPER-A/NIT/2022-23/01 dated 05/07/2022.

Pre-Bid Meeting: NIPER Ahmedabad shall hold a pre-bid meeting in order to clarify and discuss issues with respect to the tender. The meeting shall be held on 12/07/2022 at 1130 hrs at Conference Room, NIPER Ahmedabad situated at Palaj, Gandhinagar. Any request or clarifications in writing must be sent on Purchase Section Email ID <u>purchase@niperahm.res.in</u> on or before 11/07/2022 at 1700 hrs. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

The outer cover should contain following three sealed covers inside:

- i. Technical Bid
- ii. Financial Bid
- iii. Tender fee and EMD in a sealed cover

Sequence of documents to be provided/enclosed in the Bid documents

Technical Bid:

- a) Forwarding letter duly signed by the Authorized Person.
- b) All Detailed Specification with brochure of the item.
- c) Balance Sheet with Auditor's Report for the years 2019-20, 2020-21 & 2021-22.
- d) Latest Income Tax Clearance Certificates.
- e) GST Registration Certificate.
- f) Proof of the authorization in favour of agent/distributors/supplier from OEM manufacturer.
- g) Sole proprietary/sole manufacturer certificate for proprietary item.
- h) Please do submit the list of your customers (Government/Private Research Laboratories/Institutes of Repute). In your customer list the name of the contact person, designation, telephone, fax and e-mail must be given.
- i) Name and Address of registered office, Head Office and Regional Office of the company with name and phone numbers of key persons are to be given.
- j) Annexure-I : Format of Schedule of Requirements.
- k) Annexure-II : Self-declaration to be provided by the bidder.
- I) Annexure-III : Format for Supplier/Distributor information.
- m) Annexure-IV : Contract Form (Do not fill)
- n) Acceptance of all clauses of bids specification duly signed page-wise to be submitted.
- o) EMD and Tender fee.

Financial Bid:

- In the format of Annexure-V
- 1. Tender fee in the form of A/C Payee DD in Favour of NIPER-Ahmedabad payable at Gandhinagar and EMD in the form of A/C Payee DD/Fixed Deposit Receipt/Bank Guarantee with validity of one year from any of the Nationalized Bank in the Acceptable form in Favour of NIPER-Ahmedabad payable at Gandhinagar.

-/Sd Registrar, NIPER A

Conditions of NIT

Terms & Conditions:

- 1. All the prospective bidders, before preparing the tender and submitting the same must go through the contents of entire tender document carefully and note the same for compliance. Any deviation or non-compliance of the information/instructions, provided in the tender document may result in treating the tender as non-responsive.
- 2. The bid must be submitted in two bids system.
- 3. The bidder shall be required to submit Earnest Money of an amount of INR 21,000/- in the form of A/C Payee DD/Fixed Deposit Receipt/Bank Guarantee with validity of one year from any of the Nationalized Bank in the acceptable form drawn in favour of "NIPER-Ahmedabad" payable at Gandhinagar. No bid shall be accepted without the Earnest Money and Tender Fees.
- 4. Bids would be rejected, if the bidder resorted to either directly or through an agent in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.

5. The bidders who will be submitting the tenders for imported items which involve should clearly indicate that whether they are submitting the tender in the capacity of a manufacturer/ sole agent/ agent/ sole distributor/ distributor/ dealer/ stockist/ partner/ Indian counterpart etc.

The bidders who are submitting bids on behalf of their principals/manufacturers must produce documentary evidences like authorization letter given by their principals, copy of the agreement, partnership deed, memorandum of understanding (MoU) etc. Bids submitted by other than the manufacturers without documentary evidence of their linkage with manufacturer may be liable for rejection.

The manufacturers/principals while submitting the tender directly should indicate the name, address and contact details of their agents in India indicating the services they can offer, confirming the component of Indian agency commission payable to their agents in this particular procurement transaction. In case no Indian agency component is involved, a certificate may please be provided confirming nil agency commission.

The Indian agents representing foreign principals are also expected to provide a certificate confirming the component of Indian agency commission being received by them or "no agency commission payable" certificate.

The Indian agents are also expected to provide the information of their credentials, technical capabilities of their service engineers to take care of trouble free operation of instrument supplied by them.

The foreign principals who do not have any Indian agents and proposed to submit offers directly should clearly indicate how they are going to fulfil warranty obligations and ensure trouble free performance during warranty period.

- 6. The bidders should provide item wise technical compliance/deviation statement. If the bidder is unable to show the compliance of specified points in the tender/compliance statement either in the brochure or technical data sheet or instruction manuals, the same compliance statement will not be considered as authentic. Likewise, a compliance report for warranty, payment terms, readiness to provide performance guarantee, after sales service details, their credentials by providing appropriate supporting documents. The above information should be provided along with technical bid.
- 7. The tenders received after the deadline for submission of tenders prescribed by NIPER-Ahmedabad will be rejected and such tenders shall be marked as late and not considered for further evaluation.
- 8. NIPER-Ahmedabad may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with clause relating to amendment of bidding documents in which case all rights and obligations of the NIPER-Ahmedabad and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 9. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid. Further, over-writings on documents, if any should be attested by signatures.
- 10. The bidders may submit their duly sealed bid by post at the address specified in the notice inviting tenders not later than the time and date specified therein. In the event of the specified date for the submission of the bid being declared a holiday for NIPER-Ahmedabad, the bid will be received up to the appointed time on the next working day.
- 11. Submission of bid documents should not automatically be construed that the bidder is considered qualified. NIPER-Ahmedabad authority has the right to reject any bid on technical grounds without assigning any reason.
- 12. NIPER-Ahmedabad shall not be responsible for any delay, loss or non-receipt of bid document sent by post.
- 13. Prices should be quoted in Indian rupees for offers received for supply within India and in as per the Financial Bid format in case of offers received for supply from foreign countries. The prices quoted should be CIP NIPER-Ahmedabad at Palaj, Gandhinagar, Gujarat destination inclusive of all delivery (FOR) and other charges required to make the equipment functional to the satisfaction including local delivery up to NIPER-Ahmedabad.

- 14. NIPER-Ahmedabad will only provide dedicated space and power supply. Vendors are expected to include all the items required (including accessories) for the fully functional equipment/instrument up to the satisfaction of user.
- 15. For all indigenous/imported items the bidders are expected to quote free delivery at NIPER-A premises which includes components like custom duty, custom clearance charges, packing, freight, forwarding etc at Indian ports and delivering the same in good condition at NIPER-A premises. The bids which do not confirm to the above condition are liable for rejection. However, the actual custom duty will be reimbursed by NIPER-A after submission of original payment receipt.
- 16. Other charges applicable should be mentioned separately. GST payable: @ 5% along with Exemption Certificate.
- 17. In all case of equipment to be supplied either through import or indigenously, the commitment of after sales service with the period applicable should be clearly mentioned by the tenderer.
- 18. 100 % Payment shall be made after delivery, successful installation, commissioning and on submission of performance Bank Guarantee for an amount of 10% of the contract value. The PBG must be valid for 180-days beyond the Warranty period of 3 years. PBG must be issued by a Commercial/Govt. bank within 21 days from the date of issue of the purchase order. The payment will be made through TT/PFMS/RTGS only.
- 19. All taxes, if applicable, should be quoted separately, Otherwise, it would be presumed that the quoted prices are inclusive of taxes (please see Financial Bid format).
- 20. NIPER-Ahmedabad will provide customs duty exemption certificate as per the existing rules applicable to scientific research institutions if the import is made in the name of NIPER- Ahmedabad and the supplier should submit original Bill of Entry in the name of NIPER-Ahmedabad.
- 21. Normally, the delivery should be made within 8 weeks from the date of issuance of the Purchase Order. If the equipment is not delivered within the stipulated time mentioned in the Purchase Order, the supplier shall be liable to pay a liquidated damage @ of 1% of the total order value for each day of delay or part thereof subject to a maximum of 10% of the total order value and the amount will be deducted from the payment to be made to the supplier.
- 22. RISK PURCHASE CLAUSE: If the supplier fails to deliver the ordered material(s) within the maximum delivery period specified in the purchase order, we may procure upon such items(s) and in such manner as deemed appropriate, goods or services similar to those undelivered and the supplier will be liable to the institute for any excess costs for such similar goods or services.
- 23. The suppliers will undertake warranty of the equipment from the date of installation and commissioning and shall have to mention clearly the period of warranty in the financial bid. Warranty should be detailed in the submitted bid, all the consumable part should be the part of warranty.
- 24. The tenders must be valid for 180 days (six months) from the date of opening of the financial bids. No change in prices and change in terms and conditions will be permitted.
- 25. All quoted items must carry brochure/catalogue/pamphlets/technical literature and related documents.
- 26. The Supplier further warrants that the goods shall be free from defects arising from any act or omission of the supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
- 27. Insurance: The institute requires insurance coverage on warehouse-to-warehouse basis to cover all type of *en-route* risks. In other words, the insurance coverage starts from manufacturer's premises to NIPER-A premises. In order to ensure lodging insurance claim within stipulated time, supplier's authorized representative must be present in the institute on the day of delivery of the consignment, to check the package/s to ensure that the same is received without any externally visible damages.
- 28. Installation, testing, commissioning of the equipment should be carried out by technical experts of the company/supplier up to the satisfaction.
- 29. All the ordered items need to be supplied in a single lot and part supplies are not allowed. Institute would like to have Brand new items and in case the item supplied requires repairs/rectifications at the time of installation, the same will not be accepted and supplier must replace the item with a new one.
- 30. Free training shall be imparted to faculty/technical staff/students for operation, maintenance, and troubleshooting till our satisfaction.
- 31. The bidder may submit the proprietary certificate for the item(s), if applicable.
- 32. In a bid, either the Indian agent on behalf of the principal manufacturer or principal manufacturer itself can bid, but both cannot bid simultaneously for the same item/product in the same bid.

- 33. If an agent submits bid on behalf of the principal manufacturer, the same agent shall not submit a bid on behalf of another principal manufacturer in the same bid for the same product.
- 34. NIPER-Ahmedabad reserves the right to purchase a varying quantity of material, less or more upto 10% of the mentioned quantity.
- 35. In the process of evaluation, comparison of bids, NIPER-Ahmedabad reserves the right to reject any or all bids.
- 36. Bidders must indicate down time period for instruments during warranty period. If any replacements need to be made the same should be done by the bidder at their expense and cost. The institute will provide only required documents. In cases where the repairs made to the instrument/equipment are not satisfactory the purchaser can insist for replacement with a new one in its place during warranty period.
- 37. In case, if replacement of a part becomes necessary during the warranty period, the parts of the same make and same or better configurations as were originally there in the equipment shall be used and should be compatible. The supplier/vendor shall maintain details of the replacements and repairs carried out, if any, in any equipment in a separate document and produce the details as and when required. The cost of the parts will be borne by the supplier.
- 38. In the case of a complaint regarding repairing/replacement of equipment within the warranty period, the supplier will provide repair/replacement immediately. In case of non-compliance or delayed compliance, supplier will be penalized with an amount mutually agreed upon and it would be deducted from the Bank Guarantee or NIPER-Ahmedabad may resort to do on its own, if any of non-compliance or delayed compliance on the part of the supplier, the cost to be incurred will be recovered from the payment due to the supplier or deduct from the PBG.
- 39. The technical specification wherever given in the items' specification format is basic. The equipment may also be evaluated as per additional provisions and facilities.
- 40. All corrigenda will only be notified on the NIPER-Ahmedabad website <u>www.niperahm.ac.in</u> and CPPP.
- 41. T/T to the principal manufacturer will be made after the receipt and installation of the equipment.
- 42. Customs clearance and transport up to the institute should be borne by the vendor; however, actual custom duty will be reimbursed after submitting the bills
- 43. The financial bid should include minimum 3 years warranty plus 2 years AMC for all the components including indigenous/locally purchased items. The warranty & AMC conditions are as follows and vendor should abide to it.
 - a. The supplier should provide comprehensive maintenance contract which includes both consumable and nonconsumable items attached with the equipment within the warranty period.
 - b. The supplier should provide the services for preventive maintenance (2 times a year) as well as breakdown visit (within 48h-72h) during the period of the warranty & AMC. Visit shall be made only after getting confirmation from the respective person of NIPER-A.
 - c. The supplier should produce the certificate from the original equipment manufacturer that the supplier is authorized to provide the warranty & AMC for the equipment/instrument.
 - d. The scope of the work under this contract includes calibration and maintenance of instrument and break down services. The service engineer will check the performance of the instrument as per standard procedure. The service engineer should bring their own calibration and maintenance kit.
 - e. If service engineer is unable to carry out the maintenance due to reasons such as he has not understood the reported problem or he is not having adequate tools etc. required to rectify the reported problem, in that case he shall visit again to rectify the same and this would only be treated as single visit.
- 44. The acceptance of the quotation will rest with the Director, NIPER-A, who does not bind to accept the lowest quotation and reserves the right to herself to reject or accept, partially or all the quotations received, without assigning any reason. The Director, NIPER-A further reserves the right to withdraw the tender or part thereof or modify the requirements without assigning any reason and the right to relax any of the conditions in the best interest of the Institution.
- 45. The equipment should be transferred from the current transit building of NIPER-A to new building in the same campus free of cost during the AMC and Warranty Period.
- 46. Director, NIPER-Ahmedabad shall be the final authority for settlement of any dispute, and his/her interpretation of any clause/term/condition(s) of this document shall be final and binding, and the jurisdiction of Court of Law shall be Gandhinagar.

FORMAT OF SCHEDULE OF REQUIREMENTS

SR#	Name Part of the Items	Unit	Qty.	Delivery Schedule Delivery inweeks weeks at NIPER Ahmedabad	EMD In Rupees

Authorized Signatory:

Name:

Designation:

Name of the firm:

Seal:

ANNEXURE-II

Self-Declaration to be provided by the Bidder

Bid's Reference No. & Date:	
Bidder's Name & Address:	
Person to be contacted:	
Telephone No.:	Fax No.:

The Registrar,

National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad, at Palaj, opposite Air force station, Gandhinagar-382355, Gujarat.

We, the undersigned Bidder, having carefully read and examined in detail the Terms and Conditions, specifications and all bidding document in regard to the supply of items at NIPER Ahmedabad and accept the same.

We also do hereby declare

- 1. That we have not been blacklisted/ debarred by any Government/Undertaking.
- 2. That the rates quoted are not higher than the rates quoted for same item to any Government/Undertaking.
- 3. That the bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

For and on behalf of the firm (Firms Name & Address)

Email:

(Signature of Authorized Signatory)

Name: Designation: Phone No.: Seal:

Date:

Place:

ANNEXURE-III

FORMAT FOR SUPPLIER/DISTRIBUTOR INFORMATION (To be filled in by the bidder)

Cost of T	ender Document: Rs.1180/
Bank Dra	ft No
Date:	
1.	Name of the firm:
2.	Address:
3.	Telephone/Mobile No
4.	Fax Number:
5.	Email:
6.	TIN/GST/CST No:
7.	Firm Registration No.:(if any)
8.	PAN :(attach photocopy)
9.	Earnest Money Deposit (Bids Security)
a)	Bank Draft/Bank Guarantee No.
b)	Date
c)	For Rs.
d)	Drawn on.
	Signature of the authorized person Name of contact person Name of Firm
	Contact No. Seal
Place	
Date	

<u>CONTRACT FORM</u> (To be filled by the successful bidder only)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. In consideration of the payments to be made by the NIPER Ahmedabad to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the NIPER Ahmedabad to provide and install the items and after sales services and to remedy defects therein in conformity with the provisions of the Contract in all respects.
- 3. The NIPER Ahmedabad hereby covenants to pay the Supplier in consideration of the supply and installation of the items and after sales services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract. Brief particulars of the items and after sales services which shall be supplied/provided by the Supplier are as under:

ANNEXURE-IV (contd.)

Sr#	Brief Description of The Equipments And After Sales Services	Quantity To Be Supplied	Unit Price	Total Price	Delivery Terms

TOTAL VALUE:

DELIVERY SCHEDULE:

SIGNATURE OF

AUTHORISED

SIGNATORY

Name:

Designation:

Name of the firm:

Seal:

Director, NIPER Ah	medabad
NAME	
PLACE	
SEAL	
Witness	1.
Witness	2.

ANNEXURE-V

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SN	Description	Qty.	Rate
	Equipments with model number and parts with specifications		
	GST & other taxes		
	Excise duty, if any		
	Customs duty, if any		
	Packaging and forwarding charges, if any		
	Marranty paried of Minimum 2 Vegra		
	Warranty period of Minimum 3 Years		
	AMC period of Minimum 2 Years		
	Any other charges, if any		
	Grand Total (in figures and words)		

Notes:

 Performance Security should be for an amount of 10% of the total cost value of the equipment. The validity of the performance security should be for a period of 180 days beyond the date of completion of all contractual obligations of the supplier including Warranty obligations.

(Signature of the authorized person)

Name of Contact Person

Name of Firm

Contact No.

Seal

Technical Specifications of Refrigerated Microcentrifuge

- Max RPM: 14,800 rpm or more
- Max RCF: 21,100 x g or more
- Temperature: Set from -9 °C to +40 °C
- Max Noise Level: <a>
- Rotor capacity: 24 x 1.5/2ml
- Power: As per Indian standard
- Weight: Not more than 28 kg
- Rotor : System should be supplied with 24 x 1.5/2ml rotor having biocontainment lid
- Dimension Not more than 33 x 30 x 49 cm (H x W x D)
- The machine should have an option for a short spin.
- The machine should be delivered and installed at NIPER Ahmedabad within 8 weeks after receiving the purchase order.
- Should include three years' warranty and two years AMC