

Notice Inviting Tender through CPPP
for
Empanelment and Rate Contract for the Supply of
Lab Consumable Items
at
National Institute of Pharmaceutical
Education and Research (NIPER) Ahmedabad



Situated at
Opp. South Western Air Command Headquarter
Palaj, Gandhinagar - 382055 Gujarat, INDIA
Phone: 079 - 66745555

The National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad, INDIA is an Institute of National Importance under the Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers, Govt. of India is looking for suppliers who supply Chemicals, Solvents, Fine-Bio Chemicals, Kits, Filters, Reagents, Glassware, Plastic ware and other Laboratory Consumables etc. for its R&D activities. Therefore, NIPER Ahmedabad intends to enter into a rate contract with the manufacturers or distributors/agents/stockiest for the supply of these lab consumable items (as mentioned in Table-1).

A Rate Contract (commonly known as RC) is an agreement between the buyer and the supplier for the supply of specified goods (and allied services, if any) at a specified price, discount, and terms & conditions (as incorporated in the bid) during the period covered by the Rate Contract. In a Rate Contract, neither quantity is mentioned nor any minimum drawl guarantee is given. In other words, the Rate Contract is in the nature of a standing offer from the supplier firm. Once a supply order is placed on the supplier for the supply of a definite quantity in terms of the rate contract during the validity period of the rate contract, that supply order becomes a valid and binding contract.

1.	Tender Reference Number	NIPER-A/NIT/2024-25/01
2.	Name of Tender	Empanelment and Rate Contract for the supply of lab consumable items
3.	Location	National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad Opp. South Western Air Command (SWAC) Headquarter, Palaj, Gandhinagar - 382055 Gujarat
4.	Earnest Money Deposit (EMD) / Security Deposit (Refundable)	Rs. 50,000/- (Rupees Fifty Thousand Only) (In favor of “ NIPER Ahmedabad ”) The Demand Draft / Banker’s Cheque regarding EMD / Security Deposit has to physically reach the below-mentioned address within five days after the last date of bid submission. The bid submitted without EMD / Security Deposit will be summarily rejected
5.	Bid Submission Start Date and Time	10 th October 2024 at 04:30 PM
6.	Pre-bid Meeting Date and Time	18 th October 2024 at 11:30 AM
7.	Bid Submission End Date and Time	04 November 2024 up to 04:30 PM
8.	Bid Opening Date	05 November 2024 at 04:30 PM *
<p style="text-align: center;">Purchase Section National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad Opp. South Western Air Command (SWAC) Headquarter Palaj, Gandhinagar - 382055 Gujarat, INDIA Phone: 079 – 66745555; Email: purchase@niperahm.res.in</p>		

* In the case of Govt. Holiday, next working day shall be considered.

The tender document along with other details may be viewed and downloaded from the CPP Portal <http://eprocure.gov.in/eprocure/app> Please note all the bid-related documents’ scanned copies should be uploaded on the CPP portal only. No physical bids shall be accepted.

Instructions for Online Bid Submission

The bidders are required to upload soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://eprocure.gov.in/eprocure/app> using valid Digital Signature Certificates.

The instructions are available under the document

“Instructions_To_Bidder_for_Online_Bid_Submission.pdf” available at

<https://eprocure.gov.in/eprocure/app?page=StandardBiddingDocuments&service=page>

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 at Conference Room, New Building, NIPER Ahmedabad situated at Palaj, Gandhinagar as per the mentioned schedule. Any query or clarifications must be sent in writing to Purchase Section Email ID purchase@niperahm.res.in one day before the scheduled pre-bid meeting. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

ELIGIBILITY CRITERIA

The Bidders who fulfill the following requirements on their own shall only be eligible to apply:

SN	Eligibility Criteria
1	The Bidder's firm/ company should have a proper registration certificate from the appropriate authority
2	The bidder should have a minimum average annual turnover of Rs. 10 lakhs in the last three financial years (i.e. FY 2021-22, 2022-23, 2023-24)
3	The bidder should have at least three years prior experience in supplying laboratory chemicals and consumables at Government/ Government Autonomous Institutions/ Government Research Centres/ Universities
4	PAN details
5	GST Registration Certificate
6	Bidder's Details
7	Declaration regarding Non-Blacklisting / Debarment
8	Certificate of Price Justification
9	Certificate of No Deviation
10	Certificate of Compliance
11	Acceptance of Terms and Conditions of Tender
12	Bidder's need to sent a catalogue of the offered brand along with a price list applicable for FY 2024-25 in the CD Drive/ Pen Drive having MRP in Rupee (applicable for India) to NIPER Ahmedabad

Table - 1: LIST OF LAB CONSUMABLE ITEMS

SN	Category	Consumables
1	Chemicals and Solvents	Laboratory Grade Chemicals, Fine Chemicals, Bio-Chemicals, Molecular biology grade chemicals, Analytical Grade Chemicals, solvents, organic intermediates, reference standards and speciality fine chemicals (AR/NMR/HPLC/GC Grades)
2	Bulk Solvents (25 Litre Packing)	Laboratory grade (LR) solvents commonly used in labs such as Ethyl Acetate, Hexanes, Acetone, chloroform, methanol, dichloromethane, Petroleum ether 60-80, etc
3	Laboratory Glassware	Glasswares used in chemistry, biology, and analytical laboratories
4	Plastic wares and General Lab wares	General Plastic wares for commonly used in chemistry, biology, and analytical laboratories, Microtips, Microcentrifuge tubes DNase/RNase, Pyrogen free, sterile and cell culture plasticwares Metalwares and rubber wares commonly used in chemistry, biology, and analytical laboratories, magnetic stirring beads, Mask, Gloves, biohazard bags, Autoclave bags, shoe covers, PP Kit, Syringe filters, Membrane filters, filter papers, Filter paper thimbles, syringes, silicone rubber vacuum tubes, etc
5	Antibodies	Primary, Secondary antibodies for Westernblot, flowcytometry, IHC, ICC
6	Molecular and cellular Biology items	Oligos, SiRNA, ShRNA, Transfection/ Electroporation Reagents, Cell Separation consumables, DNA/ Protein Electrophoresis/ Nucleic Acid Purification reagents, CRISPR Genome engineering reagents, vectors, plasmids, IPS Cells, Inhibitors, PROTEINS, Recombinant Proteins, Neurotrophins, Hormones, Natural Proteins, Viral Antigens, CD Antigens, Chemokines, Compound Libraries, etc., PCR and qPCR, Enzymes/Restriction enzymes Diagnostic and Research kits for Molecular and Cellular Biology (ELISA, next-generation sequencing library preparation kit, tapestation reagents and consumables, Kinase assay etc.) Flow cytometry reagents, PCR and qPCR reagents, DNA and RNA oligonucleotides Cell Culture Media, reagents and Growth Factors, Pathogen Culture Media, Stem cell culture Media

GENERAL TERMS & CONDITIONS OF THE CONTRACT

The Terms and Conditions as mentioned below would be binding to all parties

1. Parties

The parties to the contract are the supplier (the bidder to whom the work will be awarded) and the National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad.

2. Earnest Money Deposit (EMD) / Bid Security

The bidder shall be required to submit EMD of an amount of Rs. 50,000/- (Rupees Fifty thousand Only) in the form of Demand Draft / Banker's Cheque issued from any of the Scheduled Commercial Banks in favour of "NIPER Ahmedabad". The bid submitted without EMD / Security Deposit will be summarily rejected.

3. Performance Security

- a) The successful bidder will be required to furnish a Performance Security Deposit of an amount of Rs. 2,50,000/- (Rupees Two Lakh and Fifty thousand Only) within 21 days after receiving of letter of Rate contract in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed deposit Receipt, Banker's Cheque or Bank Guarantee / e-Bank Guarantee from any of the commercial banks duly pledged in the name of the "Director, NIPER Ahmedabad" which shall be kept valid for a period of 60 days beyond completion of all the contractual obligations.
- b) In case of renewal of the contract the supplier has to submit a revised security deposit for the extended period.
- c) The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of the contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of the contractor's performance obligations under the contract.
- d) No interest on the performance security deposit shall be paid by the NIPER Ahmedabad to the Bidder.

4. Any conditional or unresponsive bid shall be rejected summarily and will be treated as null and void.
5. The bidders claiming an exemption for experience and minimum average annual turnover must upload valid certificates issued by MSME/NSIC/SSI etc. in accordance with prevalent rules and regulations.
6. No bid shall be accepted without the EMD. However, relaxations provisioned in GFR 2017 and its amendment thereof, shall be applicable.
7. At any time prior to the date of submission of the tender, Competent Authority may, for any reason or decision, can modify the terms and conditions of the tender document by a corrigendum displayed on the website of NIPER Ahmedabad (<http://www.niperahm.ac.in>). In order to provide reasonable time to take the amendment into account in preparing their bid, Competent Authority may or may not, at its discretion, extend the date and time for submission of tenders.
8. The bidder's firm must send a catalogue of the offered brand along with price list applicable for FY 2024-25 in the CD Drive/ Pen Drive having MRP in Rupee (applicable for India) and should be submitted to NIPER Ahmedabad within five days after the last date of the bid submission.
9. POR i.e. Price on Request / Online Price clause shall not be considered in any case and the price in Rupee should be clearly mentioned in the catalogue. Without submission of the Price List of Catalogue, Bid for Rate Contract will be rejected.
10. An undertaking should be given that the price list being furnished with the proposal will remain valid for the current Rate Contract irrespective of the validity period, and the quoted prices (Certificate of Price Justification) should not be higher than those offered to other Central Govt./State Govt. /Public Sector Undertaking/ Universities or any other Govt. organization in India.
11. Trade discount being offered should be mentioned in the Financial Bid.
12. In case of a discrepancy between the unit price and the total price, the unit price shall prevail.

13. The percentage of discount quoted by each firm in tenders should be given both in words and figures. Any additional discounts and special offers should be passed to NIPER Ahmedabad, whenever applicable; the highest discount will be considered. The other terms and conditions will remain unchanged.
14. A Certificate to be given by the Bidder that the price list supplied is universal/original and the only one in circulation.
15. Enlistment under a Rate Contract with NIPER Ahmedabad does not ensure business of any quantum, whatsoever. Any deviation from the Terms and Conditions mentioned above will imply disqualification for the firm.
16. NIPER Ahmedabad may enter into Parallel Rate Contract for the same brand or similar item with other firms who are found eligible in this tender process. Any objection/ query etc. in this regard shall not be entertained.

17. Signing of Tender

Individuals signing the tender or other documents connected with the contract must specify whether they sign as:

- a) A sole proprietor of the concern or constituted attorney of such sole proprietor;
 - b) A partner of the firm, if it is a partnership firm in which case he must have authority to execute the contracts on behalf of the firm and to refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firm.
 - c) Any other officer duly authorized by the Competent Authority of the Company, if it is a company, etc.
18. A person signing the tender form or any document forming part of the tender on behalf of another person should have the authority to bind such other person and if, on enquiry, it appears that the person so signing had no authority to do so, NIPER Ahmedabad may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences, and damages under the civil and criminal remedies available.

19. The Acceptance of Terms & Conditions of Tender will be deemed as a contract and no separate formal contract will be drawn. No page should be removed/ detached from this notice inviting tender.

20. Right of Acceptance

The NIPER Ahmedabad reserves the right to accept the whole or any part or portion of the bid, and the bidder shall provide the same at the rates quoted. The NIPER Ahmedabad reserves the right to reject any or all quotations or offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.

21. Delivery

Delivery of goods shall be made by the supplier to F.O.R. Store Section / Lab, National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad within the time mentioned in Purchase Order. The supplier must inform to NIPER Ahmedabad Store Section/ Indenter within 48 hours if there is any change(s) in delivery time against the respective Purchase Order. No email from the supplier will be considered an acceptance of the delivery time mentioned in the purchase orders. However, in case of an emergent requirement supplier has to supply the required quantity of goods within one week of placing of order also. In a few cases, the items are to be delivered at very short notice i.e. within 48-72 hours. In the case of import items duration may be clearly specified.

22. Liquidated Damages

Supply of material will have to be completed within six weeks or the period mentioned in the purchase order. The liquidated damage charges @ 0.5% per week shall be imposed if supply is made after the expiry of the delivery period subject to a maximum of 10% of the total value of goods/contract value. Quantum of liquidated damages assessed and levied by the NIPER Ahmedabad shall be final and not challengeable by the supplier. Late delivery charges will be levied only on the late-delivered items.

If the supplier cancels any product after accepting the purchase order or taking an extension, a letter with a clear reason for the cancellation of the product will be required.

23. Inspection

- a. NIPER Ahmedabad shall have the right to inspect and/or to test the goods to confirm their conformity to the Tender Specifications at no extra cost to the NIPER Ahmedabad
- b. The rate contract of the firm will be subject to verification of the firm's credentials and physical inspection of production units/sales office
- c. The Director, NIPER Ahmedabad shall be the final authority to reject full or any part of the supply which is not conforming to the specification and other terms and conditions.
- d. No payment shall be made for rejected Stores. Rejected items must be removed by the Bidders within one week from the date of rejection at their own risk and cost and replaced immediately. In case these are not removed, these will be auctioned at the risk and responsibility of the suppliers without any further notice.

24. Risk Purchase

If a successful Bidder fails to supply material within the stipulated delivery date or material supplied other than the specification specified in the tender/purchase order, NIPER Ahmedabad reserves the right to procure the same or equivalent material from alternative sources at the supplier's risk, responsibility, and cost. Any extra cost incurred in the procurement of the material from an alternative source will be recovered from the Security Deposit / Bank Guarantee and Pending Bills and if the value of the materials under risk purchase exceeds, the amount of Security Deposit and/or Bank Guarantee and Pending Bills, the same may be recovered if necessary by due legal process.

25. Payment Clause

Invoice in triplicate should be submitted by the supplier firm for settlement after satisfactory delivery of the material. The invoice should have full particulars of the items(s). No payment shall be made in advance. On receipt of the invoice from the supplier after satisfactory delivery and acceptance of the material by the Indenter, NIPER Ahmedabad, the case of issuing sanction and passing of the bill for payment will be initiated. No payment will be made for rejected goods.

26. Breach of Terms and Conditions

In case of breach of any terms and conditions as mentioned above, the Competent Authority will have the right to cancel the Rate Contract/work

order/ job without assigning any reason thereof and nothing will be payable by NIPER Ahmedabad. In that event, the security deposit shall also stand forfeited.

27. Subletting of Work

The firm shall not assign or sublet the contract/work/job or any part of it to any other person or party. The tender is not transferable.

28. Arbitration

- a) If, at any time, any question dispute, or difference of whatsoever nature arises between the buyer/Institute and the bidder/contractor/supplier, upon or in relation to or in connection with purchase order/contract, either party may forthwith give to the other notice in writing of the existence of such question dispute or difference and the same shall be referred to the sole arbitration of a nominee of the buyer/Institute, who shall give a reasoned/speaking awards. The award of the sole arbitrator shall be final and binding on the parties under the provisions of the Indian Arbitration Act-1996 (Amended up to date) and of the rules, there under. Any statutory amendment, modification, or re-enactment thereof for the time being in force, shall be deemed to apply and be incorporated in the contract/purchase order. The sole Arbitrator shall be any officer of the Institution whose name is approved by the Competent Authority. It will not be objectionable if the Sole arbitrator is an officer of the Institution and he has expressed his views on all or any of the matters in question of dispute or difference.
- b) Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be at the discretion of the sole arbitrator so appointed who may determine the amount thereof or direct the same to be fixed as between the solicitor and client or as between party and shall direct by whom and to whom and in what manner the same is to be borne and paid.
- c) The work under the contract shall, if reasonably possible continue/ during the arbitration and proceedings and no payment due or payable by the buyer/ Institute shall be withheld on account of such proceedings.

29. Legal Jurisdiction

All legal proceedings in connection with this Rate Contract shall be subject to the territorial jurisdiction of the local Civil Courts situated at Ahmedabad/ Gandhinagar only.

30. Periodicity/ Duration of Tender

The tender is initially for the financial year 2024-25 and may be renewed/ extended for another two financial years on mutual consent, subject to the satisfactory performance of the party with the same or better-quoted discount rate, terms & conditions. However, a new price list for the subsequent financial years from the principal firm may be considered with the approval of the competent authority.

31. Fall Clause

If the Rate Contract holder firm reduces its price or sells or even offers to sell the Rate Contract goods following conditions of sale similar to those of the Rate Contract, at a price lower than the Rate Contract price, to any person or organization during the currency of the Rate Contract, the Rate Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Rate Contract and as amended accordingly.

32. Financial Bids

- The financial bid shall be comprised of a discount rate on the MRP of each category/ brand of lab consumables advertised in this tender.
- The discount rates should be inclusive of all applicable fees, levies, transport charges, freight, loading-unloading, packing-unpacking, custom duties, insurance, or any other similar charges imposed under the applicable laws excluding GST. The GST component shall be paid by the NIPER Ahmedabad after receipt of paid challans etc.
- The bidder quoting the highest discount rate for each category and respective brand of the consumables advertised in this tender shall be evaluated and the bidder quoting the highest discount rate in Annexure-VIII shall be empanelled under the rate contract. Hence, there may be more than one bidder to whom the NIPER Ahmedabad may enter into a rate contract for specific brands. NIPER Ahmedabad may request for a quote from any other supplier for a better discount rate for similar items/ brands as and when required.

33. Bid Validity

- a. All the Bids must be valid for a **period of 180 days** from the last date of submission of the tender. A bid valid for a shorter period shall be declared as non-responsive.
- b. In exceptional circumstances, prior to the expiry of the original time limit, NIPER Ahmedabad may request the bidders to extend the period of validity. The request and the bidders' responses shall be made in writing. The bidders, not agreeing to such extensions will be allowed to withdraw their bids without forfeiture of their Bid Security (EMD).

34. Last Date for Submission of Tender

- a. Online bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- b. The NIPER, Ahmedabad may, at its own discretion; alter/extend the last date for submission of tenders.

35. Modification / Substitution/ Withdrawal/Rejection of bids

- a. No Bid shall be allowed to be modified, substituted, or withdrawn by the bidder after the bid submission end date.
- b. Any alteration / modification in the Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- c. The bid submitted shall become invalid if:
 - I. The bidder is found ineligible.
 - II. The bidder does not upload all the documents as stipulated in the bid document.

OTHER TERMS AND CONDITIONS OF THE CONTRACT

1. The successful firm will be required to do the work/job for the financial year 2024-25 from the date of award of the contract. NIPER Ahmedabad shall, however, reserve the right to terminate the contract at any time without assigning any reason.
2. The material should be delivered at F.O.R Store Section / Lab, NIPER Ahmedabad with a remaining shelf-life of at least NLT 75% of the stipulated total shelf-life from the date of manufacturing of that product. No extra transportation/cartage charges will be provided for the same.
3. The firm may supply the required items as per the unit price mentioned in the price list.
4. The articles should be securely packed to avoid damages etc in transit.
5. NIPER Ahmedabad shall be the sole authority to cancel or amend the order, as per requirement, and also to place an order for the supply of the item.
6. The firm should have availability of a responsible person on call on all working days between 09:00 AM to 5:30 PM.
7. Order shall be issued for tentative requirement on an actual need basis. Bills in triplicate for the items supplied by the empanelled firm(s) should be raised for payment. Payment shall be released after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of the Indenter and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by NIPER Ahmedabad. Partial payment (for the purchase order(s) greater than 2.5 lakhs) for the delivered items may be made only after receiving a minimum of 70% of the ordered items in the Purchase order after approval from the competent authority on request of the Indenter.
8. Supply should be made in full against the order and no piecemeal supply shall be accepted.
9. The selected Rate Contract holder firm shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond office hours on holidays. The person should be capable of taking orders and making arrangements for the supply of the desired items even on short notice to NIPER Ahmedabad.
10. In case the quality of goods supplied is not in conformity with the standard given in the tender or the supplies are found defective at any stage, these goods shall immediately be taken back by the supplier at their own risk and cost and

will be replaced with the tender quality goods, without any delay. The NIPER Ahmedabad reserves all rights to reject the goods if the same is not found by the required description/specifications and liquidated damages shall be charged.

11. The Discount which will be offered by the firms on price list should be a flat discount rate on all items instead of a separate discount on different items like culture media, chemicals, etc.
12. The rate of GST should be mentioned clearly.
13. Freight, and insurance charges, *if any* shall be borne by the supplier, similarly shortage, or pilferage in transit will be the sole responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the store section / lab for replacement. The defective supply will have to be replaced by the supplier at their own risk and cost within seven days without additional freight/transport charge.
14. No revision in rate (on the higher side) will be accepted during the contract period.
15. Order will be placed as per requirement, irrespective of the value of the order.
16. Supply should be made from the latest batch of products with a maximum life period and original packing.
17. Notification of Material Unavailability: The vendor is required to notify us within 24 hours of receiving the purchase order *if any of the requested materials are unavailable*. If the vendor decides to cancel the supply of the material(s), they are obligated to pay a cancellation fee amounting to 10% of the material cost.
18. Product Replacement for Non-Compliance with Specifications: In the event that the supplied materials do not meet the specified product specifications, the vendor must replace the product with one that conforms to the required standards.
19. Disclaimer: The near relatives of NIPER Ahmedabad employees are prohibited from participating in this tender. Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering / taking up of work in NIPER Ahmedabad

(To be printed on letterhead)

Bidder's Details

1	Name of the Firm/ Company		
2	Address of the Firm/ Communication Address:		
3	Name and Designation of Authorized Signatory		
4	Mobile No.:		
5	Telephone No.:		
6	E-Mail ID:		
7	Website:		
8	GST registration Number:		
9	PAN Number:		
10	Bidder shall mention in which of the following category belongs to: (a) OEM/Manufacturer(s) (b) Distributor / Dealer/ Agent	The bidder shall mention only one category from (a) or (b)	
11	Firm's Bank Account details	Bank Account No.:	
		Name of the Bank:	
		IFSC Code No:	
		Name of Branch:	
12	Communication details of the concerned contact person to whom all references shall be made regarding this tender enquiry		

a)	Name of Person:	
b)	Designation:	
c)	Mobile No:	
d)	E-Mail ID:	

Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

(To be printed on letterhead)

Declaration regarding Non-Blacklisting/ Debarment

Tender Ref. No.: _____

I/We _____ (Applicant) hereby declare that our firm/company namely M/s _____ has not been blacklisted or debarred in the past by the Central Govt. / State Govt. / Public Sector Undertaking/ Universities/ Research Institutions or any other Govt. organization from taking part in Government Tender in India and has no litigation in any of the Court(s).

(OR)

I/We _____ (Applicant) hereby declare that our firm/company namely M/s. _____ was blacklisted or debarred by the Central Govt. / State Govt. / Public Sector Undertaking/ Universities/ Research Institutions or any other Govt. organization from taking part in Government Tender for a period of ____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government Tender.

Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

(To be printed on letterhead)
CERTIFICATE OF PRICE JUSTIFICATION

Tender Ref. No.: _____

I/We, M/s. _____ Certify that the rates provided are our best rates and we have not given these materials to any Government Department / PSU / Institutes for lesser than these rates during the last one year. The price list being supplied is universal/original and the only one in circulation. In case, if the price charged by our firm is more, NIPER Ahmedabad will have the right to recover the excess charged amount from the subsequent/unpaid bill of the supplier and may take any further action as deemed fit including blacklisting the firm.

Signatures of the Bidder :

Name of the Authorised Signatory:

Designation :

Company's Seal :

Date :

Place :

(To be printed on letterhead)
CERTIFICATE OF NO DEVIATION

Tender Ref. No.: _____

I/We, M/s. _____ hereby certify that notwithstanding any contrary indication/conditions elsewhere in our offer documents, I/We have neither set any terms and conditions nor there is any deviation taken from the conditions of NIPER Ahmedabad Tender specifications, either technical or commercial, and I/We agree to all the terms and conditions mentioned in NIPER Ahmedabad tender specification with associated amendments and clarifications.

Signatures of the Bidder :

Name of the Authorised Signatory:

Designation :

Company's Seal :

Date :

Place :

(To be printed on letterhead)

Average Annual Financial Turnover of bidder's firm / company

Annual financial turnover details of the bidder's firm/company (insert relevant details)

#	Financial Year	Annual Financial Turnover in Indian Rupees	Profit / Loss in Indian Rupees	Document Page No.
A	FY 2021-22			
B	FY 2022-23			
C	FY 2023-24			
Average Annual Financial Turnover				

Audited Balance sheet and profit & Loss account statement of the bidder's firm/company for each of the above-mentioned financial year should be submitted as supporting evidence.

Bidder

 Authorized Signatory (Signature in full):

Name:

Designation:

Date:

Place:

Seal of the Firm/Company:

(To be printed on letterhead)
Certificate of Compliance

Tender Ref. No.: _____

Restrictions on procurement from Bidders from a country or countries, or a class of countries under Rule 144(xi) of the General Financial Rules 2017.

“We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.”

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

(To be printed on letterhead)

ACCEPTANCE OF TERMS AND CONDITIONS OF TENDER

To,

The Director

National Institute of Pharmaceutical Education and Research Ahmedabad

Opp. South Western Air Command Headquarter

Palaj, Gandhinagar - 382055 Gujarat, INDIA

Subject: Acceptance of Terms & Conditions of Tender

Tender Ref. No.: _____

Name of Tender: Empanelment and Rate Contract for the supply of lab consumable items

Sir,

I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. **1 to 28** (including all documents like annexure(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.

The corrigendum(s) issued from time to time by NIPER Ahmedabad too have also been taken into consideration, while submitting this acceptance letter.

I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality/entirety.

I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

Signatures of the Bidder :

Name of the Authorised Signatory :

Designation :

Official Seal :

Date :

Place :

Eligibility Criteria cum Undertaking

SN	Particulars	Documents to be provided	Page No.
1	Details of Security Deposit (EMD) / DD/BC No.: Dated: Drawn on Bank: Amount: Rs. 50,000 (Refundable) (Rupees Fifty thousand only) The bid without EMD / Security Deposit will be summarily rejected	The DD/BC regarding Security Deposit (EMD) has to physically reach NIPER Ahmedabad within five days after the last date of bid submission	
2	The Bidder's firm/ company should have proper registration certificate from the appropriate authority	Copy of Certificate of Incorporation; Proprietorship Firm, Registered Partnership Deed duly signed by Registrar of Firms; LLP partnership agreement; Memorandum of Association; Articles of Association; Attach a copy of any other relevant Statutory document of the Firm to be uploaded	
3	The bidder should have a minimum average annual turnover of Rs. 10 lakhs in the last three financial years (i.e. FY 2021-22, 2022-23, 2023-24)	A certificate regarding Annual financial turnover for the last three financial years duly audited	
4	The bidder should have at least three years prior experience in supplying chemicals and laboratory consumables at Government/ Government Autonomous Institutions/ Government Research Centres/ Universities	Contract Copy / Purchase orders for the last three years must be uploaded	
5	PAN details	Copy of PAN Details	
6	GST Registration Certificate	Copy of GST Reg. Certificate	
7	Bidder's Details	Annexure-I	
8	Declaration regarding Non-Blacklisting / Debarment	Annexure-II	
9	Certificate of Price Justification	Annexure-III	
10	Certificate of No Deviation	Annexure-IV	
11	Average Annual Financial Turnover of Bidder's Firm / Company	Annexure-V	
12	Certificate of Compliance	Annexure-VI	
13	Acceptance of Terms and Conditions of Tender	Annexure-VII	
14	Financial Bid	Annexure-VIII	
15	Whether bidder's has sent a catalogue of the	Yes / No	

	offered brand along with a price list applicable for FY 2024-25 in the CD Drive/ Pen Drive having MRP in Rupee (applicable for India) to NIPER Ahmedabad	Note: Without submission of the Price List of Catalogue in the CD Drive/ Pen Drive , Bid for Rate Contract will be rejected	
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Page numbers should be given to each and every page of all the documents, wherever the copy(s) of the document(s) are uploaded. In case of non-fulfillment of any of the above information / document(s), the bidder will be summarily rejected without giving any notice.

Undertaking

1. That I/we have carefully examined and studied all the terms and conditions of tender and shall abide by them.
2. That I/We shall supply the items of the requisite quality.
3. That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.
4. That I/We undertake that all the original documents shall be kept ready for inspections as and when asked by the NIPER Ahmedabad.

Signatures of the Bidder :

Name of the Authorised Signatory :

Designation :

Company's Seal :

Date:

Place:

(To be printed on letterhead)
FINANCIAL BID

Dated: _____

To,
The Director
National Institute of Pharmaceutical Education and Research Ahmedabad
Opp. South Western Air Command Headquarter
Palaj, Gandhinagar - 382055 Gujarat, INDIA

Subject: Financial Bid

Tender Ref No.: _____

Sir/Madam,

I/We, M/s. _____ wish to submit our offer for an Empanelment and Rate Contract for the Supply of Lab Consumable Items at NIPER Ahmedabad on the following discount rates:

Sl. No.	Name of Manufacturer Brand/ make	Category (as mentioned in Table-1)	Manufacturer / Distributor's Discount Percentage offered on the price list (In figure)	Manufacturer / Distributor's Discount Percentage offered on the price list (In words)
1				
2				
3				
4				
5				

The bidder may add more rows as per the requirement

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

Signatures of the Bidder :
Name of the Authorised Signatory :
Designation :
Official Seal :

PERFORMANCE BANK GUARANTEE

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)
[To be established through any of the scheduled commercial banks with a clause to enforce the same on their local branch at Gandhinagar or any of the scheduled commercial banks situated at Gandhinagar]

To be submitted by the successful bidder only

To,

THE DIRECTOR

National Institute of Pharmaceutical Education and Research Ahmedabad

Opp. South Western Air Command Headquarter

Palaj, Gandhinagar - 382055 Gujarat, INDIA

LETTER OF GUARANTEE

WHEREAS, National Institute of Pharmaceutical Education and Research Ahmedabad, (Buyer) had invited Bid *vide* No. NIPER-A/NIT/2024-25/01 dated 10.10.2024 regarding the Empanelment and Rate Contract for the supply of lab consumable items.

AND WHEREAS, M/s. _____ (Supplier)
Address: _____ has
been empanelled under rate contract and awarded the contract *vide*
_____ dated _____.

AND WHEREAS, the successful bidder has to deposit an irrevocable Performance Bank Guarantee to NIPER Ahmedabad for a total of Rs. 2,50,000 (Rs. Two Lakhs and Fifty Thousand only) within 21 days from the date of issue of the letter of rate contract in the form of an irrevocable Performance Bank Guarantee in favour of NIPER Ahmedabad in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed deposit Receipt, Banker's Cheque or Bank Guarantee issued from any of the Scheduled Commercial Banks for Rs. 2,50,000 (Rs. Two Lakhs and Fifty Thousand only) which shall be kept valid for a period of 60 days beyond completion of all the contractual obligations.

NOW, THIS BANK HEREBY GUARANTEES that in the event of the said empanelled bidder under rate contract (i.e. M/s. _____) failing to abide by any of the conditions referred in the above-mentioned bid document / Work Order, etc. this bank shall pay to NIPER Ahmedabad on demand and without protest or demur Rs. 2,50,000 (Rs. Two Lakhs and Fifty Thousand only).

This bank further agrees that the decision of NIPER Ahmedabad (Buyer) as to whether the said Bidder has committed a breach of any of the conditions referred in the bid document / Letter of rate contract/ Work Order shall be final and binding.

We, _____
(name of the bank and branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Bidder and/ or National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed **Rs. 2,50,000 (Rs. Two Lakhs and Fifty Thousand only)**
2. This Bank Guarantee shall be valid up to _____ and,
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if the Institution serves upon us a written claim or demand on or before _____

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

Signature and seal of the guarantor

Name of Bank :

Address :

Date :