



**Basic Details**

<b>Organisation Chain</b>	Department of Pharmaceuticals  National Institute of Pharmaceutical Education and Research Hajipur		
<b>Tender Reference Number</b>	No NIPER/HJP/Tender/RC/2024-25/06		
<b>Tender ID</b>	2024_MCF_755252_1		
<b>Tender Type</b>	Open Tender	<b>Form of contract</b>	Supply
<b>Tender Category</b>	Goods	<b>No. of Covers</b>	2
<b>Payment Mode</b>	Offline	<b>Is Multi Currency Allowed For BOQ</b>	No
<b>Is Multi Currency Allowed For Fee</b>	No		

**Payment Instruments**

Offline	S.No	Instrument Type
	1	Bankers Cheque
	2	Direct Credit
	3	Personal Cheque
	4	Bank Guarantee
	5	Demand Draft
	6	RTGS / ECS / NEFT
	7	FDR
	8	LOC
	9	ACG-67 Receipts
	10	As Per Tender Document
	11	Not Applicable/ As per Tender Document

**Cover Details, No. Of Covers - 2**

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	As per tender documents
2	Finance	.xls	As per tender documents

**Tender Fee Details, [Total Fee in ₹ \* - 1,000]**

<b>Tender Fee in ₹</b>	1,000	<b>Fee Payable At</b>	Hajipur
<b>Fee Payable To</b>	Director NIPER-Hajipur		
<b>Tender Fee Exemption Allowed</b>	No		

**EMD Fee Details**

<b>EMD Amount in ₹</b>	25,000	<b>EMD Exemption Allowed</b>	No
<b>EMD Fee Type</b>	fixed	<b>EMD Percentage</b>	NA
<b>EMD Payable To</b>	Director NIPER-Hajipur	<b>EMD Payable At</b>	Hajipur

**Work /Item(s)**

<b>Title</b>	No NIPER/HJP/Tender/RC/2024-25/06				
<b>Work Description</b>	Quotation for Supply of Annual Rate Contract for Consumable Items - reg.				
<b>Pre Qualification Details</b>	Please refer Tender documents.				
<b>Tender Value in ₹</b>	1,00,00,000	<b>Product Category</b>	Miscellaneous Goods	<b>Sub category</b>	NA
<b>Contract Type</b>	Rate Contract	<b>Bid Validity(Days)</b>	90	<b>Period Of Work(Days)</b>	30
<b>Location</b>	NIPER Hajipur	<b>Pincode</b>	844102	<b>Pre Bid Meeting Place</b>	NA
<b>Pre Bid Meeting Address</b>	NA	<b>Pre Bid Meeting Date</b>	NA	<b>Bid Opening Place</b>	NIPER Hajipur

**Critical Dates**

<b>Publish Date</b>	03-May-2024 06:00 PM	<b>Bid Opening Date</b>	31-May-2024 01:00 PM
<b>Document Download / Sale Start Date</b>	03-May-2024 06:00 PM	<b>Document Download / Sale End Date</b>	30-May-2024 06:00 PM
<b>Clarification Start Date</b>	03-May-2024 06:00 PM	<b>Clarification End Date</b>	10-May-2024 11:00 AM
<b>Bid Submission Start Date</b>	10-May-2024 09:00 AM	<b>Bid Submission End Date</b>	30-May-2024 06:00 PM

**Tender Documents**

NIT Document	S.No	Document Name	Description	Document Size
--------------	------	---------------	-------------	---------------

				(in KB)
1	Tendernotice_1.pdf	As per tender documents		692.69
<b>Work Item Documents</b>				
S.No	Document Type	Document Name	Description	Document Size (in KB)
1	Tender Documents	Tender.pdf	As per tender documents	692.69

**Tender Inviting Authority**

<b>Name</b>	Registrar I/C, NIPER Hajipur
<b>Address</b>	Registrar I/C, NIPER Hajipur EPIP Campus, Industrial Area, Hajipur

**Tender Creator Details**

<b>Created By</b>	Kumar Pankaj
<b>Designation</b>	Finance Officer
<b>Created Date</b>	03-May-2024 05:42 PM



राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान—हाजीपुर

NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (NIPER) - HAJIPUR

(Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, Govt. of India)

Export Promotions Industrial Park (EPIP), Industrial Area, Hajipur

Dist: Vaishali, State: Bihar, India, PIN: 844102 Website: [www.niperhajipur.ac.in](http://www.niperhajipur.ac.in)

---

**INVITATION OF TENDER FOR ANNUAL RATE CONTRACT FOR  
THE SUPPLY OF CONSUMABLE ITEMS FOR THE FINANCIAL YEAR  
2024-25**

**BID SUBMISSION END DATE- 30.05.2024**

**TENDER DOCUMENT FOR**

**“Annual Rate Contract for consumable items for the financial year 2024-25”**



**BID DOCUMENT**

Off Line bids (Technical & Financial) from eligible bidders which are valid for a period of 90 days from the date of Bid opening are invited for and on behalf of NIPER, Hajipur “Annual Rate Contract for Consumable Items”

Name of Work	Annual Rate Contract for Consumable Items
Estimated Cost	As Per the Actual Requirement throughout the Period
<b>Date of Publishing</b>	<b>03.05.2024</b>
Clarification Start Date and Time	<b>03.05.2024</b>
Clarification End Date and Time	<b>10.05.2024</b>
Queries (if any)	<b>No queries will be entertained after clarification end date and time</b>
<b>Bid Submission Start Date</b>	<b>10.05.2024</b>
Last Date and time of submission of Bids	<b>30.05.2024</b>
Last Date and time of <b>Submitting</b> , EMD and other documents at NIPER Hajipur)	<b>30.05.2024</b>
Date and time of opening of Technical Bids	<b>31.05.2024</b>
Date and time of opening of Financial Bids	<b>Will be separately notified for Technically shortlisted/qualified bidders</b>

Interested parties may view and download the tender document containing the detailed terms & conditions from the Institute Website or website <http://eprocure.gov.in>



**NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH HAJIPUR**  
**[Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, GoI]**

\*\*\*

**Tenderdocument**

No: NIPER/HJP/Tender/RC/2024-25

Date: 03<sup>rd</sup> May 2024

Sub: Quotation for Supply of “**Annual Rate Contract for Consumable Items**” - reg.

Last date for Submission:

Date of Opening:

NIPER HAJIPUR procures various consumables in Lakhs of Rupees per annum for its R&D programs and is looking for prospective suppliers who provide Branded Chemicals, Reagents, Glassware, Plasticware, Gases/Liquid Nitrogen and other Laboratory Consumables. Kindly, send your quotation on or before **30.05.2024, by 05:00.pm**

Sl. No.	Information of Annual Rate Contract	
1.	Chemicals	Fine Chemicals, Bio-Chemicals, Molecular biology grade chemicals, Analytical Grade Chemicals, Laboratory Grade Chemicals
2.	Culture Media	Cell Culture Media, Pathogen Culture Media, Stem cell culture Media
3.	Laboratory Glass Wares	Scientific work in chemistry, biology, and analytical laboratories
4.	Plastic Wares	General Plastic wares (Microtips, Micro centrifuge tubes and other commonly used laboratory Plastic wares.
5.	Cell culture Plastic Wares	DNase/RNase, Pyrogenic free and sterile
6.	Antibodies	Primary, Secondary antibodies for western blot, flow cytometry, IHC, IC,
7.	Kits	Diagnostic and Research kits (ELISA, Kinase assay etc)
8.	Molecular 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, Growth Factors, Hormones, Natural Proteins, Viral Antigens, CD Antigens, Chemokines, Compound Libraries, etc. Plasmids, Viral Plasmids, knock out and knock in/ Zebrafish, COVID RTPCR Kits, PCR and qPCR, Enzymes, restriction enzymes, Plasmid/ PCR purification kits, gene synthesis. Flowcytometry reagents, PCR and qPCR, DNA and RNA oligonucleotides.
9.	Solvents	General lab chemicals, solvents, organic intermediates, reference standards and specialty fine chemicals (9AR/NMR/HPLC/GC Grades)
10.	General Lab wares	Mask, Gloves, biohazard bags, Autoclave bags, shoe covers, PP Kit, Syringe filters, Membrane filters, Filter paper thimbles, syringes.
11.	Animal House	Animal for lab, Animal Feed (Rodent Feed, Rabbit Feed), Isoflurane, Corn cob (animal Bedding), Lab Animal Transportation
12.	Laboratory Gases	Refilling of Gases (CO <sub>2</sub> , O <sub>2</sub> , Nitrogen (UHP) 99.999% gas, Argon (UHP) 99.999% gas, Zero Air Gas, Hydrogen (99.999%) gas, Helium), Liquid Nitrogen Gas, Methane gas (GC-MS Grade)



## Chapter-I- Conditions of Contract

### General Terms and Conditions

**Subject: Notice Inviting Annual Rate Contract for Consumable Items.**

**1. Parties:**

The parties to the contract are the vendor (the tenderer to whom the work has been awarded) and the NIPER-HAJIPUR through Registrar, National Institute of Pharmaceutical Education and Research (NIPER), HAJIPUR for and on behalf of the National Institute of Pharmaceutical Education and Research (NIPER), HAJIPUR Bihar.

**2. Earnest Money Deposit (EMD)/Bid security: 25,000/-**

Duly signed/stamped Bid Security/EMD refundable amount of **Rupees Twenty Five thousand only (Rs.25000/-)** and the tenderer shall deposit a separate Bank Draft in favor of “**Director NIPER-Hajipur**” along-with tender Document (Technical Bid). The tenders submitted without tender cost shall liable to be rejected summarily. (For Sr.No. 11 & 12 the EMD / Bid Security amount is **Rs. 5000/-**)

**3. Tender Fee:**

Tender fee will be **Non-refundable amount of Rupees One thousand only (Rs.1000/-)** and the tenderer shall deposit a separate Bank Draft in favor of “**Director NIPER-Hajipur**” along-with tender Document (Technical Bid). The tenders submitted without tender cost shall liable to be rejected summarily.

**4.** Proposal for Annual Rate Contract must be submitted in the prescribed format and all columns should be duly filled up. Incomplete proposals and tenders received after due date shall not be entertained. NIPER-HAJIPUR shall not be responsible for any postal delay and delay in receipt of offer. Any bid received by the NIPER-HAJIPUR which does not fulfill the desired terms and conditions shall be rejected out rightly and no communication in this regard shall be sent. Delayed / Late Bids will not be accepted, at any circumstances.

**5.** Any conditional tender shall be rejected summarily.

**6.** Original Consumable Manufacturers (OCMs) may furnish the name and address of their authorized distributor/ dealers, so that the copies of orders can be endorsed to them for expeditious supply. In such cases where local dealers / stockiest has been nominated by the principal firms; the bills raised by them against our purchase order will be accepted.

**7. *The Original Consumable Manufactures (OCMs) are requested to authorize more than one distributor/ dealers so that the Institute may receive the order Consumable hassle-free and in time bound manner.***

**8.** Any addition and deletion of authorized dealership / distributorship shall be intimated to the undersigned immediately on authorization of a new party.

**9.** At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason or decision, modify the terms and conditions of the tender document by a corrigendum displayed on the website of NIPER-HAJIPUR



(<http://www.niperhajipur.ac.in/>) and <https://eprocure.gov.in/epublish/app>. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.

10. OCM/Principal firm original price list for 2024-25 (Both hard copy and soft copy) duly signed and certified by authorized signatory must accompany the tender. Photocopy of the price list and price list in spiral binding will not be accepted. The soft copy of the price list along with the hard copy may be supplied to this office duly signed by authorized signatory.
11. An undertaking may be given that the price list being furnished with the proposal will remain valid for the current Annual Rate Contract irrespective of validity period.
12. *Trade discount along with certificate certifying that higher discount is not given to any other Department/Organization/Institution than offered should be enclosed with Financial Bid.*
13. In case of discrepancy between unit price and total price, the unit price shall prevail.
14. The percentage of discount quoted by each firm in tenders is given both in words and figures failing which the same is liable to be rejected. Tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders.
15. A Certificate to be given by the tenderer that the price list supplied is universal/original and the only one in circulation.
16. In case of supply of goods made through valid authorized dealer, their name and mail address may be declared/indicated in the tender.
17. Authorization certificate in respect of foreign firms duly self-attested and showing validity period may be submitted.
18. Enlistment under Annual Rate Contract with NIPER-HAJIPUR does not ensure business of any quantum, whatsoever. Any deviation from the Terms and Conditions mentioned above will imply disqualification for the firm.
19. **Parallel Annual Rate Contract: NIPER-HAJIPUR may enter into parallel Annual Rate Contract for the similar items with other firms also. Any objection/ query etc. in this regard shall not be entertained.**
20. **DOCUMENTS COMPRISING THE BID:**

The bids prepared by the bidder shall comprise of:

- (1) Technical Bid and
- (2) Financial Bid:



**Technical Bid:** To qualify in the Technical Bid the firm should have the minimum eligibility criteria as under and the firm in this regard must submit the following documents in support of their eligibility criteria: -

- (a) Valid registration certificate of the firm issued by the Competent Authority of State Govt./CentralGovt.
- (b) Duly filled format of Technical Bid as per Chapter –III.
- (c) Copy of constitution or legal status of the bidder Manufacturer/Sole proprietorship/firm/agencyetc.
- (d) OCM/Principal firm original Pricelist.
- (e) Manufacturer Authorization Certificate from the principal firm must be attached by Bidder.
- (f) Copy ofPAN
- (g) Copy ofGSTIN
- (h) The bidder shall be Original Consumable Manufacturer (OCM) firm OR Manufacturer authorized Dealers/Distributers.
- (i) The technical bid should be accompanied by Demand draft of Rs.1000/- (non- refundable) against tender fee and Demand draft of Rs.25000/- (Refundable) against EMD (For Sr.No. 11 & 12 the EMD / Bid Security amount is **Rs. 5000/-**).
- (j) Copy of ITRs for last Threeyears.
- (k) Copy of TANCARD.
- (l) Details of clients/similar institutions where similar services are presently provided by the tenderer separately for govt. and privateclients.
- (m) The bidder must have adequate experience of execution of similar work in Govt. offices / PSUs / Autonomous Bodies and other similar organizations. Necessary supporting documents like work orders, work completion certificate, payment certificate etc. for last three years to this effect must be submitted along with theoffer.
- (n) The turnover ofthebiddersmustbemorethan1croresperannumduringthelast3years. (For Sr.No. 11 & 12 the turn over must be more than **Rs. 20 Lakh/-**)
- (o) The concerned firm/company whose product has been declared as of spurious or adulterated quality and any criminal cases is filled and is pending in any court shall not be eligible to participate in the bidding process. Convicted firms/company shall also not be eligible to participate in the bid. Similarly, blacklisted/banned/ debarredfirms/ company by any central/ state govt. or its organization or autonomous bodies or central drug procurement agency is not eligible to participate in thebid.
- (p) Brochure, original technical catalogue with detailed specification and picture of the product offered, ifrelevant.
- (q) Certificate by the tenderer that the price list supplied is universal/original and the only one incirculation.

**Financial Bid:** The financial bid shall contain:

- (a) Price Bid Form [As per Chapter - IV] – Price must be quoted as per format specified, failing which tender shall be summarily rejected.

## 21. Signing ofTender:

Individual signing the tender or other documents connected with contract must specify whether he sign as:

- (a) A sole proprietor of the concern or constituted attorney of such soleproprietor;
- (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) The SPC-I or a Principal Officer duly authorized by the Competent Authority of the Company, if it is accompany.

22. A person signing the tender form or any document forming part of the tender on behalf of another person should have an authority to bind such other person and if, on enquiry it appears that the person so signing had no authority to do so, NIPER-HAJIPUR may without prejudice, cancel the contract and hold the signatory liable for all costs, consequences and damages under the civil and criminal remedies available.

23. The tenderer should sign and affix his firm's stamp at each page of the tender and all its annexure as the acceptance of the offer made by tenderer 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.

24. **Opening of Tender:**

The tenderer is at liberty either himself or authorize not more than one representative to be present at the opening of the tender. The representative attending the opening of the tender on behalf of the tender should bring with him a letter of authority from the tenderer and proof of identification.

25. **Right of acceptance:**

The NIPER-HAJIPUR 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-HAJIPUR reserves the right to reject any or all tenders / quotations or all 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.

26. **Delivery:**

Delivery of goods shall be made by the supplier F.O.R. National Institute of Pharmaceutical Education and Research (NIPER), HAJIPUR Bihar within (04) Four weeks of placing of Purchase Order. However, in case of emergent requirement supplier has to supply the required quantity of goods within 1 week of placing of order also. In few cases the items are to be delivered at a very short notice i.e. within 48-72 hours. *In case of import items duration may be clearly specified.*

27. **Liquidated Damages**

Supply of material will have to be completed within 04 weeks or period mentioned in the purchase order. The liquidated damage charges @ 0.5% per week shall be imposed if supply made after expiry of delivery period subject to maximum 10% of the total value of goods/contract value. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

28. **Risk Purchase**

If successful tenderer fails to supply material within the stipulated delivery date or material supplied other than specifications specified in tender, NIPER-HAJIPUR reserves the right to procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will



berecoveredfromtheSecurityDeposit/ 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.

**29. 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 invoice from the Contractor after satisfactory delivery and acceptance of the material by the NIPER-HAJIPUR, case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for rejected goods. **Partial payment for the Purchase Order will not be processed.**

**30. Performance Security:**

The successful tenderer will be required to furnish a Performance Security Deposit of an amount of Rs.25,000/- separate for each category (For Sr.No. 11 & 12 the EMD / Bid Security amount is **Rs. 10,000/-**) after receiving of Letter of Intent, in the form of Fixed Deposit Receipt or Bank Guarantee from any Nationalized Bank duly pledged in the name of the " Director NIPER Hajipur" which shall be kept valid for a period of 60 days beyond completion of all the contractual obligations. In the event of non- deposition of the same the declaration in lieu of Bid security/EMD shall be applicable.

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 contractor for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of contractor's performance obligations under the contract.

**31.** No interest on performance security deposit shall be paid by the NIPER HAJIPUR to the tenderer.

**32. 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 Annual Rate Contract/work order/ job without assigning any reason and nothing will be payable by NIPER-HAJIPUR. In the event these security deposit shall also stand forfeited.

**33. 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.

**34. Arbitration:**

a) If, at any time, any question dispute or difference of whatsoever nature arise between the purchaser/Institution 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 sole arbitration of a nominee of the purchaser/University, 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 matter 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 in 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.

The work under the contract shall, if reasonable possible continue/during the arbitration and proceedings and no payment due or payable by the purchaser/Institution shall be withheld on account of such proceedings.

**35. Legal Jurisdiction:**

All legal proceedings in connection with this Annual Rate Contract shall be subject to territorial jurisdiction of the local Civil Courts at HAJIPUR only.

**36. Periodicity/ Duration of Tender:**

The tender is initially for financial year 1<sup>st</sup> April 2024 to 31<sup>st</sup> March 2025 and may be extended till new Annual Rate Contract gets finalized, if required.

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



## Chapter - II

### Other terms and conditions of the Contract

1. The successful firm will be required to do the work/job for financial year 2024-25 from the date of award of the contract. (NIPER-HAJIPUR) shall, however, reserve the right to terminate the contract at any time without assigning any reason.
2. The items will have to be supplied F.O.R. **National Institute of Pharmaceutical Education and Research (NIPER)**, HAJIPUR EPIP Complex Industrial Area Hajipur Bihar. No extra transportation/ cartage charges will be provided for the same.
3. The firm may supply the required items as per unit price mentioned in the pricelist.
4. The articles should be securely packed to avoid damages etc. in transit.
5. NIPER-HAJIPUR shall be the sole authority to cancel or amend the order, as per requirement and also to place order for supply of item.
6. The firm should have availability of a responsible person on call on all working days between 09:30 Hrs to 17.30 Hrs.
7. **The material shall be delivered at the NIPER-HAJIPUR with remaining shelf-life of at least 75% of the stipulated total shelf-life from the date of manufacturing of that product.**
8. Order shall be issued for tentative annual requirement on actual need basis. Bills in triplicate for the items supplied by the selected firm(s), should be raised for payment shall be released after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of this office 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-HAJIPUR.
9. The selected Annual 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 the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to NIPER-HAJIPUR.
10. In case the quality of goods supplied are not in conformity with the standard given in tender or the supplies are found defective at any stage these goods shall immediately will 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-HAJIPUR reserves all rights to reject the goods if the same are not found in accordance with the required description/specifications and liquidated damages shall be charged.



11. The NIPER-HAJIPUR reserves the right to place an order for supply of any items mentioned in the Financial Bid or otherwise, to any other firm(s), if required.

12. The NIPER-HAJIPUR reserves the right to place an order for supply of any items other than Rate contract if the price is lesser than the Rate Contract.

**Special Conditions:**

- (a) Freight, insurance charges, if any will be borne by the supplier, similarly shortage, pilferage in transit will be sole responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser for replacement. The defective supply will have to be replaced by the supplier at their own risk and cost within 10 days without additional freight / transport charge.
- (b) GST and other Govt. levies will be paid extra.
- (c) Delivery of goods will be taken at the risk and cost of the supplier and on F.O.R. basis to the Institute from railway / road transport.
- (d) Payment of the bill will be made after receipt of the goods in satisfactory condition and acceptance thereof.
- (e) No revision in rate (on higher side) will be accepted during contract period.
- (f) Order will be placed as per requirement, irrespective of value of the order.
- (g) Supply should be made in full against the order and no piecemeal supply shall be accepted.
- (h) Supply should be made from the latest batch of production with maximum life period and original packing.
- (i) While submitting the tender document, the tenderer should sign on each page of the tender document.
- (j) The tenderer should enclose a signed copy of the terms and conditions stipulated for award of the contract, conveying his acceptance of the same.



**Inspection:**

- (a) NIPER-HAJIPUR shall have the right to inspect and/or to test the goods to confirm their conformity to the NIPER-HAJIPUR Tender Specifications at no extra cost to the NIPER-HAJIPUR.
- (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-HAJIPUR 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 two (02) weeks 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.



**Chapter -III Contract Form**

**TENDER FORM - 1 - TECHNICAL INFORMATION AND UNDERTAKING.**

(Tenderer may use separate sheet wherever required)

S. No.	Details of the Firm / Bidder	Page No.	Remarks
1.	Name and Address of the OCM/Authorized Distributor		
2.	Whether the Firm is located in Bihar .(Yes/No)		
3.	State clearly whether it is Sole proprietor or Partnership firm or a company or a Government Department or a Public Sector Organization		
4.	Duly signed/stamped Bid Security/EMD DD No.: Dated: Drawn on Bank: Amount: Rs.25000(Refundable) (Rupees Twenty Thousand only) (For Sr.No. 11 & 12 the EMD / Bid Security amount is <b>Rs. 5000/-</b> )		
5.	Details of the cost of the Tender documents (Yes/No) DD No.: Dated: Drawn on Bank: Amount: Rs.1000(Non-Refundable) (Rupees One Thousand only)		
6.	Copy of Registration of firm		
7.	GSTIN/ Copy of GST Registration		
8.	Copy of PAN/TAN Card		
9.	Tender specific Authorization certificate from the OCM /Principal Firm		
10.	Authorization certificate for Distributors/Dealer		
11.	Certificate for No Deviation		
12.	Certificate for Price Justification		
13.	Non Blacklisting Certificate		
14.	Copy of Income Tax Return for last 3 years		
15.	Whether each page of tender and its annexure have been signed and stamped		
16.	List of Major Customers may be given on a separate sheet and proof of satisfactory supply, if any		
17.	Drug License (If applicable on any item given in technical bid)		
18.	Quality Assurance Certificate (Please specify)		
19.	Have you previously supplied these items to any government / private organization? If yes, attach the relevant proof. (Also provide an affidavit that you have not quoted the price higher than previously supplied to any government institute)		



# राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान—हाजीपुर

NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (NIPER) - HAJIPUR

(Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, Govt. of India)

Export Promotions Industrial Park (EPIP), Industrial Area, Hajipur

Dist: Vaishali, State: Bihar, India, PIN: 844102 Website: [www.niperhajipur.ac.in](http://www.niperhajipur.ac.in)

20.	GST Registration No.		
21.	Whether copies of authenticated balance sheet for the past three years enclosed		
22.	Name and Mobile Number of a Key person, who can be contacted at any time. The person should be capable of Taking orders and making arrangement for supply of the desired items.		
23.	Any other information important in the opinion of the tenderer		
24.	Copy of TAN		

- **Page number/serial number may be given to each and every page of Tender Documents and photocopies of the documents attached. Mention Pagenumber, wherever the copy(s) of the document(s) are kept.**
- **In case of non-fulfillment of any of the above information/ document(s), the Tender will be summarily rejected without giving any notice.**

(Dated Signature of the Tenderer with stamp of firm)

Place:

Date:

## **Undertaking**

1. That I/we have carefully studied all the terms and conditions of tender and shall abide by it.
2. That I/We shall supply the items of 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.





# राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान—हाजीपुर

**NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (NIPER) - HAJIPUR**

(Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, Govt. of India)

Export Promotions Industrial Park (EPIP), Industrial Area, Hajipur

Dist: Vaishali, State: Bihar, India, PIN: 844102 Website: [www.niperhajipur.ac.in](http://www.niperhajipur.ac.in)

- 
4. That I/We undertake that sample of items will be kept ready for inspections by the NIPER-HAJIPUR. I/We shall be responsible for the cancellation of tender if samples are not up to mark.

(Signature of the Tenderer with stamp of firm)

Date:

Place

:



राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान—हाजीपुर

NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (NIPER) - HAJIPUR

(Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, Govt. of India)

Export Promotions Industrial Park (EPIP), Industrial Area, Hajipur

Dist: Vaishali, State: Bihar, India, PIN: 844102 Website: [www.niperhajipur.ac.in](http://www.niperhajipur.ac.in)

## DECLARATION BY SUPPLIER

“It is certified that I/we have carefully read and understood the entire general, special as well as specific terms and conditions of these documents and agree to abide by all of these. All the information and commitments provided with the quotations are truthful and binding on the firm.”

Signature of Authorized Person

Designation Seal

Place

:

Date:



राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान—हाजीपुर

NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (NIPER) - HAJIPUR

(Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, Govt. of India)

Export Promotions Industrial Park (EPIP), Industrial Area, Hajipur

Dist: Vaishali, State: Bihar, India, PIN: 844102 Website: [www.niperhajipur.ac.in](http://www.niperhajipur.ac.in)

**NON BLACKLISTING CERTIFICATE**

*[To be submitted on letterhead]*

I/We hereby certify that the [Name of the company /firm\_\_\_\_] has not been ever blacklisted/debarred by any Central/State Government/Public Undertaking/Institution in any account.

I/We also certify that firm will be supplied the item as per the specification given by (NIPER- HAJIPUR) HAJIPUR and also abide all the terms and conditions stipulated in Annual Rate Contract.

I/We also certify that the information given in bid is true and correct in all aspects and in any case at a later date it is found that any details provided are false and incorrect, contract given to the concern firm or participation may be summarily terminated at any stage, the firm will be blacklisted and NIPER- HAJIPUR may impose any action as per tender rules.

Date :

Place :

Name :

Business Address :

Signature of Bidder :

Seal of the Bidder :



राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान—हाजीपुर

NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (NIPER) - HAJIPUR

(Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, Govt. of India)

Export Promotions Industrial Park (EPIP), Industrial Area, Hajipur

Dist: Vaishali, State: Bihar, India, PIN: 844102 Website: [www.niperhajipur.ac.in](http://www.niperhajipur.ac.in)

**CERTIFICATE OF PRICE JUSTIFICATION**

*[To be given on letter head]*

**Ref. Tender No.:**

I/We,M/s.

\_\_\_\_\_ Certify that the rates provided are

re

our best rates and we have not given these materials to any Government Department/PSU/Institution for or lesser than these rates during last one year.

SIGNATURE AND STAMP OF THE BIDDER

Place

:

Date:



राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान—हाजीपुर

NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (NIPER) - HAJIPUR

(Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, Govt. of India)

Export Promotions Industrial Park (EPIP), Industrial Area, Hajipur

Dist: Vaishali, State: Bihar, India, PIN: 844102 Website: [www.niperhajipur.ac.in](http://www.niperhajipur.ac.in)

**CERTIFICATE OF NO DEVIATION**

*[To be given on letter head]*

**Tender 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-HAJIPUR Tender specifications, either technical or commercial, and I/We agree to all the terms and conditions mentioned in (NIPER-HAJIPUR) tender specification with associated amendments and clarifications.

*[Signatures of the Bidder with Name, Designation and Company's Seal]*



**FORMAT FOR MANUFACTURER'S AUTHORISATION**

Dated:

To

**The Director,**

**National Institute of Pharmaceutical Education and Research (NIPER) Hajipur**

**Reference: Tender No. \_\_\_\_\_, Dated: / / for Annual Rate Contract for Supply  
of Chemicals, Glassware, Plasticware and other Laboratory Consumables.**

**Subject: Manufacturer's Authorization Letter**

Sir,

Ref. Your Tender No \_\_\_\_\_, dated \_\_\_\_\_  
\_\_\_\_\_, We, \_\_\_\_\_  
\_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_  
\_\_\_\_\_ (name and description of the Items offered in the  
Quotation) having factories at \_\_\_\_\_, hereby authorize M/s. \_\_\_\_\_  
\_\_\_\_\_ (Name and address of the agent) to submit a  
Tender, process the same further and enter into an Annual Rate Contract with you  
against your requirements as contained in the above referred Tender for the above items manufactured by us.

We further confirm that no supplier or firm or individual other than  
M/s. \_\_\_\_\_ (name and address of the above agent) is authorized to submit a  
tender, process the same further and enter into an Annual Rate Contract with you against your requirements  
as contained in the above referred Tender for the above items manufactured by us.

We also hereby confirm that we would be responsible for the satisfactory execution of supply contract placed  
on the authorized agent.

We also confirm that the price quoted by our agents shall not exceed than that which we would have  
quoted directly.

Yours faithfully,

[Signature with date, name and designation] For and on behalf of Messrs. \_\_\_\_\_

[Name and address of the manufacturers]

**Note:-**

1. This letter of authorization should be on the letterhead of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be enclosed with Quotation Form during submission in the sealed cover.



## FORMAT FOR DISTRIBUTOR'S AUTHORIZATION

Dated:

To

**The Director,  
NIPER-HAJIPUR**

**Reference: Tender No. \_\_\_\_\_, Dated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_ for Annual Rate Contract for Supply of Chemicals, Reagents, Glassware, Plasticware and other Laboratory Consumables.**

**Subject: Distributor's Authorization Letter**

Dear Sir,

With reference to above mentioned Annual Rate Contract, we wish to inform you that our below mentioned distributor is authorized to receive orders, to make the supplies, to raise the invoices for products manufactured/ marketed by [Name of Manufacturer \_\_\_\_\_] and collect the payments thereof on our behalf.

1. Name of the firm :
2. Complete Address :
3. Contact Person :
4. Contact No. :
5. Email ID :

You are kindly requested to place your valuable orders and to make payment directly to our authorized distributor for prompt supply.

This authorization will remain valid for whole contract period.

[Signature with date, name and designation] For and on behalf of Messrs.

---

[Name and address of Manufacturer]

**Note:**

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter may be enclosed with Quotation Form during submission in the sealed cover.



Chapter - IV Financial Bid

To

The Director,  
NIPER Hajipur

Sir,

I/WeM/s. \_\_\_\_\_ wish to submit our offer for Annual Rate Contract for supply of Branded Chemicals, Reagents, Glassware, Plasticware, Gases/Liquid Nitrogen and other Laboratory Consumables at NIPER-HAJIPUR on following rates.

Category:

1. Laboratory Chemicals/Reagents,
2. Glassware,
3. Plasticware,
4. other Laboratory Consumables:

S. No.	Brand/Make	%age of discount quoted by the firm on their printed price list of the Manufacturer.	
		In Figures	In Words
1.			
2.	GST %		

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

Date:

Signature \_\_\_\_\_

Name and Address of the Firm \_\_\_\_\_

Telephone No. \_\_\_\_\_

\_\_\_\_\_ Mo  
bile No. \_\_\_\_\_





**FORMAT FOR 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 NATIONAL BANKS (WHETHER SITUATED AT HAJIPUR OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT HAJIPUR OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT HAJIPUR. GUARANTEE/BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTABLE.)

To

The Director,  
NIPER-HAJIPUR.

**LETTER OF GUARANTEE**

WHEREAS National Institute of Pharmaceutical Education and Research (NIPER), HAJIPUR, (Buyer) have invited Tenders vide Tender No Dt.....for Annual Rate Contract for purchase of **Chemicals, Reagents, Glassware, plasticware, and other Laboratory Consumables**. The said tender document requires that any eligible successful tenderer (seller) wishing to supply the Chemicals, Reagents, Glassware, Plasticware, Gases/Liquid Nitrogen and other Laboratory Consumables etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of “**Director, National Institute of Pharmaceutical Education and Research, HAJIPUR**” in the form of Bank Guarantee for Rs. and valid till [90 (ninety) days Beyond the date of completion of the supply, installation, commissioning and all other contractual obligations of the supplier including the free warranty period, may be submitted within 30 (Thirty) days from the date of acceptance of a successful bidder.]

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this bank shall pay to NIPER, HAJIPUR on demand and without protest or demur Rs.....(Rupees).

This bank further agrees that the decision of Central University of Punjab, Bathinda (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in tender document / purchase 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 Tenderer (Seller) and/or **National Institute of Pharmaceutical Education and Research (NIPER), HAJIPUR (Buyer)**.



# राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान—हाजीपुर

NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (NIPER) - HAJIPUR

(Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, Govt. of India)

Export Promotions Industrial Park (EPIP), Industrial Area, Hajipur

Dist: Vaishali, State: Bihar, India, PIN: 844102 Website: [www.niperhajipur.ac.in](http://www.niperhajipur.ac.in)

## Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed Rs .....(INR only).
2. This Bank Guarantee shall be valid upto \_\_\_\_\_(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if Institution serve upon us a written claim or demand on or before \_\_\_\_\_(date).

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:

\_\_\_\_\_



# राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान—हाजीपुर

NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (NIPER) - HAJIPUR

(Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, Govt. of India)

Export Promotions Industrial Park (EPIP), Industrial Area, Hajipur

Dist: Vaishali, State: Bihar, India, PIN: 844102 Website: [www.niperhajipur.ac.in](http://www.niperhajipur.ac.in)

## **Bank details of the Tenderer for release of payment**

Name of the Beneficiary (fill in Capital Letter) As per Bank account															
Bank Account No. (Beneficiary)															
Name of the Bank:															
Name of the Branch															
Swift Code/BIC Code(of needed)															
PAN No.															
Mobile No.															
Email ID:															

Name and Signature of the competent authority of the firm

Date and Seal



राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान—हाजीपुर

**NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (NIPER) - HAJIPUR**

(Department of Pharmaceuticals, Ministry of Chemicals & Fertilizers, Govt. of India)

Export Promotions Industrial Park (EPIP), Industrial Area, Hajipur

Dist: Vaishali, State: Bihar, India, PIN: 844102 Website: [www.niperhajipur.ac.in](http://www.niperhajipur.ac.in)

---