

NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH (NIPER), SECTOR 67, S. A. S.
NAGAR (MOHALI) PUNJAB – 160062

www.niper.gov.in

Telephone No. 0172-2214682-87, Fax No. 0172-2214692, 2230068

Tender Notice T1 /2017

Sealed tenders are hereby invited for **SUPPLY OF CHEMICALS, ACIDS, SOLVENT COMM. and HPLC Solvent for General Stores IN THE NIPER, MOHALI FOR THE PERIOD 2017 –18**

Description	Tender fee (in Rs.)	EMD (in Rs.)	Date of availability of Tender Document on NIPER Web Site
SUPPLY OF CHEMICALS, ACIDS, SOLVENT COMM. AND HPLC SOLVENTS for General Stores IN THE NIPER, MOHALI FOR THE PERIOD 2017 –18	500/-	25,000/-	20.01.2017

Tender document specifying eligibility criteria, detailed term and conditions and Schedule for tendering process can be downloaded from the institute's website. Corrigendum/Addendum/any change in schedule will be published only on the institute's website www.niper.gov.in. Director, NIPER reserves the right to reject any or all tenders without assigning any reasons.

Registrar

NON TRANSFERABLE

**INVITATION OF BIDS FOR SUPPLY OF CHEMICALS, ACIDS, SOLVENT COMM. AND HPLC
SOLVENTS FOR GENERAL STORE**

Sealed offers are invited on behalf of Director, NIPER from reputed manufactures having all India sales network or authorized Indian dealers/distributors for supply of the items on Annual Rate Contract (ARC) basis (As per Annexure – **Schedule II**)

The tender document can be downloaded from the institute's website and the tender fee may be paid along with technical bid in the shape of DD / BC only (in favour of the Director, NIPER, Mohali payable at Chandigarh / Mohali) while submitting the bids failing which the tender will be rejected.

The eligible firms in line are requested to offer their most competitive & realistic rates as per the Price Bid. For eligibility criteria, detailed terms, general and special conditions of contract please refer to the tender document. You are requested to submit the sealed quotations superscribed on the envelope as: "**TENDER FOR SUPPLY OF CHEMICALS, ACIDS, SOLVENT COMM. AND HPLC SOLVENTS For General Stores**" latest by 3:00 PM on 17.02.2017

Following schedule is proposed for the tendering process which is tentative. However, any change with regard to date & time will be published only on the institute's website www.niper.gov.in

A.	Date of availability of tender NIPER Website	20.01.2017 from 10:00 AM
B.	Last date of receipt of tenders	17.02.2017 up to 3.00 PM
C.	Date of Opening of Technical Bids	17.02.2017 at 3:30 PM
D.	Date of Opening of Financial Bids	To be communicated later through e-mail / NIPER website.

We look forward to receiving your quotations and thank you for your interest in this proposal.

(REGISTRAR)

GENERAL TERMS & CONDITIONS

The following vendors are eligible to quote-

1. Indian Manufacturers (Must self-certify. The authorization as per ANNEXUR A should be enclosed.
2. Authorised Indian distributors / dealers must attach specific authorization letter from Principal to quote for Rate contract on their behalf, addressed to Director, NIPER, Mohali (Annexure-A1)
3. This Institute is interested to enter into Rate Contract (RC) with only reputed manufacturers or their authorized Indian dealers/distributors. Hence, the tenderers are advised to attach the relevant latest authorization letter along with their offer (as per Annexure-A) in case of Manufacturers and (Annexure A1) in case of Authorized Indian Dealer / Distributor.
4. The Tenderers shall have to indicate clearly the Brand / Make of the product (s) for which they will submit the Rate Contract (RC) offer.
5. The firm should have PAN, Sales Tax / VAT registration with a valid TIN till at least 31st December 2017 and proof of the same must be attached with the bid. Please submit your tenders if you are in a position to provide the requisite supplies in accordance with the requirements stated in the attached schedule. The firm should have technical competence, financial resources and reputation to make such supplies. **Each bidder must submit only one quotation.**
6. It is required by all concerned, namely the Bidders / Suppliers, as the case may be, to observe highest standard of ethics during the procurement and execution of this tender. The firm or its proprietor(s) should not have been blacklisted by any government organisation.
7. Each tenderer shall be required to deposit an amount of Rs. 25,000/- as EMD in the shape of a crossed Demand Draft in favour of the Director, NIPER, Mohali. The EMD of the unsuccessful bidder will be refunded within 30 days or on final approval of tenders, whichever is earlier. Tenders without EMD shall be summarily rejected. The EMD will be retained by the institute as Security Deposit / Performance Guarantee in case of successful bidder. No interest on EMD / Security Deposit shall be paid by the Institute to the tenderer.
8. The purchase orders will be issued from time to time as and when particular item(s) is / are required. The items should not be quoted / supplied over the Maximum Retail Price (MRP) under any circumstances. Rates quoted by the supplier shall be valid till 31.03.2018. All rates shall be F.O.R. NIPER, Sector 67, S.A.S. NAGAR.
9. NIPER being a Research Institute and best discounts should be offered.
10. Payment of Bills will be made on receipt of material in good conditions, after satisfactory inspection. No advance payment will be made for purchase of any item. Payments will most likely be made within 30 days of the receipt/inspection of material.
11. The Director, NIPER, Mohali reserves the right to accept or reject any tender or part thereof, without assigning any reasons. All disputes will be subject to the jurisdiction of S.A.S. Nagar (Mohali) only.
12. All the items mentioned in Supply order should be delivered in single lot only. No part supplies shall be accepted. Extension, if any, for supply of items is needed should be sought from the SPO, NIPER well in advance before the expiry of due date of Supply order with proper justifications.

13. In case the supplier fails to supply the ordered material as per his tender within the agreed period, the same will be purchased from other agency at its risk & cost and extra expenditure, if any, will be recovered from earnest money & pending bills without further notice which shall be binding on the contractor.
14. The rates quoted should be inclusive of VAT / Excise, etc. In no case, rates should be quoted excluding VAT / Excise duty. Rates should be quoted in the enclosed proforma only. No separate quotations shall be entertained. Rates should be quoted neatly. There should be no overwriting / cutting. Cutting if any should be duly attested with dated signatures. The quality / make of items must also be indicated with the rates.
15. Quotation shall be received at the Reception Counter of the Secretariat Building of NIPER upto **17.02.2017 till 3:00 P.M.** and will be opened on the same day i.e. on **17.02.2017 at 3:30 P.M.** in the Conference Room on the first floor of Administrative Bhawan on NIPER in the presence of tenderers, whosoever may wish to be present. The institute shall not be responsible for any postal delays and quotations received after the stipulated date & time shall be summarily rejected. Quotations through FAX / E-Mail will not be entertained.
16. The tenderer is being permitted to tender in consideration of the stipulation on its part that after submitting his / her tender, he / she will not refuse his / her offer or modify the terms and conditions thereof. Should the tenderer fail to observe and comply with the foregoing stipulations, the earnest money will be forfeited by the Institute. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him / her, in the manner prescribed by the Institute.
17. If the tenderer does not accept the offer, after issue of letter of award by Institute within 15 days, the offer made shall be deemed to be withdrawn without any notice & earnest money forfeited.
18. The schedules – I & II of the tender form should be returned intact duly filled up & signed. In the event of the space provided on the schedule – I form being insufficient for the required purpose, additional pages may be added. Each additional page must be attached with & referenced in the tender form.
19. The tenderer is at liberty to be present or to authorize a representative to be present at the time of opening of the tenders. The name and address of the representative who would be attending the opening of the tender on its behalf should be indicated in the tender.
20. The Institute is not bound to accept the lowest or any other tenders on specific grounds and also reserves the right of accepting the tenders in whole or in part. Tenders containing any other specific terms & conditions not agreed to by the institute may not be entertained.
21. The time for the date of delivery / dispatch stipulated in supply order shall be deemed to be the essence of the contract and if the supplier fails to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch in the supply order, liquidated damages may be deducted from the bill @ 0.5% per week subject to maximum of 10% of the value of the delayed goods or services under the contract after which supply order shall be cancelled. The Competent Authority of the institute may also cancel the supply at the cost & liability of the supplier. In such a case, security deposit of the supplier shall stand forfeited. Further, items should be delivered strictly as per their make / specification mentioned in the Supply Order, 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 be taken back by the supplier and will be replaced with the tender quality goods, without any delay. The Competent Authority 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 in addition to the cost of re-tender.
22. Conditional offers shall be straightway rejected. The Contractor shall not sub-let the

contract. Any information furnished by the bidder found incorrect at any later stage, shall make the agency liable to be debarred from future tendering / taking up the works in NIPER. The department reserves the right to verify the particulars furnished by the bidders independently.

23. The contract shall be governed by the laws and procedures established by the Govt, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
24. As per Schedule II, in case there is any deviation in pack size(s) then it should be clearly mentioned.
25. There shall be no change in price structure during the currency of contract except of the statutory levies which are made applicable by the Govt. through notifications / regulations.
26. While submitting the price list in foreign currency, the supplier must submit the price list of principal company or the price list submitted by supplier must have the endorsement of Principal Company.
27. Prices charged for the stores supplied under the rate contract should under no event be higher than the lowest prices at which the party sells the items of identical description to any other organisation during the period of contract.
28. NIPER, Mohali also reserves the right to test the chemicals & solvents of material for their quality if it so desired.
29. The items, so supplied will have to be of high quality and grade and in the inspection/test if these are found to be of inferior quality, the same are to be replaced by supplier at their cost within the stipulated period, failing which the Rate contract of the firm may be cancelled. Delayed supply / non-compliance of complete order may also lead to the cancellation of contract.
30. The Chemicals/ Solvents supplied should be of latest batch only with maximum shelf life.
31. Price should be for delivery at NIPER, Sector-67, Mohali. The freight, Insurance charges, if any will not be borne by this institute. Similarly shortage, pilferage in transit etc shall be sole responsibility of the supplier and the same will be intimated to the supplier on receipt of goods by the purchaser to make good the loss caused on this account. The defective supply will have to be replaced by the supplier within 7 days without any freight / transport/ other charges.
32. Discount, taxes & other levies, if any must be clearly specified in the bid. Authorisation certificate from the Principals is mandatory with the Rate contract proposal if it is submitted by the Authorised Stockiest/Dealers. The Principal company authorization to any one dealer /firm/supplier, in the tender shall be final. No request will be considered to change the same and also no request will be accepted to divert the order to some other firm/supplier during the Rate Contract period.
33. **Fall Clause:** The **price** to be quoted (Price as indicated in the **price list less discount plus taxes and duty**, if applicable) by the Tenderer under the Rate Contract (RC) should in **no event exceed the lowest price** to which the Tenderer sells the stores of identical description to any other organisation during the currency of Rate Contract. If RC holder reduces its price or sells or even offers to sell the same item/s during the currency of the rate contract, **price will be automatically reduced** with effect from that date for all the subsequent supplies under the RC and in case payments have already been made at higher rates then necessary recoveries shall be effected from the firm.
34. During the rate contract period, any time bonded **special offer** introduced by manufacturer/supplier must be offered to NIPER, Mohali also and same should be intimated in advance. However, NIPER, Mohali will have the Right to avail the offer or not.
35. This institute is exempted from payment of Custom Duty & Central Excise Duty (Non-Industrial

– R&D Institute).

36. **Parallel Rate contract** for similar items can be placed at any time during the period of rate contract with one or more parties.
37. **Empanelment** of successful bidder under **proposed Rate Contract** is merely for the purpose of **approval of rate/ price quoted by the firm** for their products with applicable discount and **it does not assure any guarantee by this office for any assured quantity of business / Purchase Order to successful bidders**. The Institute shall be free to buy any item offered by any firm under Rate Contract under any other Parallel Rate Contract or from any other source, as per its requirement.
38. **Extension of contract:** The Rate contract with successful rate contract holders may be extended for another period of one year. Any decision taken on such extension by the Director, NIPER, Mohali will be final and no tenderer can demand such extension as a matter of right.
39. All prices under Rate Contract shall be in **Indian Rupees** only. Rate contract prices in foreign currency will not be considered.
40. The tenders are liable to be rejected if above conditions are not complied with.

We hereby also certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery. The above said 'Terms & Conditions' are accepted unconditionally.

Dated signature of the Tenderer with Name & Address

SCHEDULE – I

MANDATORY CHECK LIST

		Yes / No	Page No.	Remarks (if any)
1.	Name of the Firm / Agency			
2.	Constitution of the Firm / Agency (Governing Act) a) Indian Companies Act, 1956 b) Indian Partnership Act, 1932 (please give names of partners) c) Any other Act, please specify.			
3.	For partnership firms , whether registered under The Indian Partnership Act, 1932? If Yes, please state further whether by the Partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender? ii) If answer to the above is in negative whether there is any general power of attorney executed by all the partners of the firms authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration? iii) If answer to (i) or (ii) above is in the affirmative please furnish a copy of either the partnership agreement or the general Power of attorney as the case may be.			
4.	Name and Full Address of the Bankers Along with your RTGS detail			
5.	Registration Number of the Firm			
6.	PAN / TIN of the Firm			
7.	Experience in no. of years (Name and address of client departments may be indicated in chronological order and supporting documents may be attached in same manner)			
8.	Whether the Firm possesses the required technical competence, financial resources & reputation to execute the supplies. Please mention clearly.			
9	Indian Manufacturer / Authorized Distributor or Dealer Please tick appropriate and provide Authorization as per annexure - 'A'			

Note: The information required at serial no. 1 to 8 must be accompanied with the certified copies of the documents, and attached as per the serial number failing which the tender is liable to be rejected. No other document needs to be attached with the tender form. All pages of tender documents & supporting documents must be duly signed by the tenderer.

Part-II (EMD Details):

1. Details of the Earnest Money Deposited:
 - a) Amount (in Rs.)
 - b) Demand Draft number with date and Bank drawn on.

Part-III (Details of Firm Representative):

1. Name and address of the firm's representative, if any, and whether the firm would be represented at the time of opening of the tenders.

Dated: _____

Place: _____

Bidder(s) / Authorized Signatory (ies)

**UNDERTAKING BY Manufacture
(For Manufacturer to self-certify)**

(The Manufacturers are required to fill this Form in accordance with the instructions given in tender document. This undertaking should be given in the letter head of the company and should be signed and stamped by the Manufacturer).

Date: _____

Tender No: _____

To

The Director, NIPER,
Sector 67, S.A.S. Nagar (Mohali) Punjab 160 062

WHEREAS

We, (complete name of the authorized representative of the Manufacturer), who are official manufacturer of _____ (type of goods), having office at _____ do hereby agree to supply the goods under rate contract directly and sign the Contract. We hereby extend our full guarantee and Warranty with respect to the Goods offered by us and abide by all the terms and conditions of the tender document.

Signature & Seal of Manufacture _____

Name _____

Contact No- _____

**Authorisation Certificate from Manufactures
(In case Manufactures authorise their local Distributor / Dealer to quotes on their behalf)**

(The Manufacturers are required to fill this Form in accordance with the instructions given in tender document. This undertaking should be given in the letter head of the company and should be signed and stamped by the Manufacturer along with their authorised distributor/ dealer).

Date: _____

Tender No: _____

To

The Director, NIPER,
Sector 67, S.A.S. Nagar (Mohali) Punjab 160 062

WHEREAS

We, (complete name of the authorized representative of the Manufacturer), who are official manufacturer of _____ (type of goods), having office at _____ do hereby authorize (complete name of local authorised dealer/distributor) to submit quotes, enter into rate contract , supply the material and receive payment on our behalf..

We hereby extend our full guarantee and Warranty with respect to the Goods offered by the authorised dealers / distributor.

Signature & Seal of Manufacture _____

Name _____

Contact No- _____

Signature & Seal of Authorized Dealer/Distributor _____

Name _____

Contact No- _____

**TENDER FOR SUPPLY OF CHEMICALS, ACIDS, SOLVENT COMM. AND HPLC SOLVENTS for
General Stores IN THE NIPER, MOHALI FOR THE PERIOD 2016 -17**

Full Name and address of the tenderer in addition to address and other relevant information needed for the complete Address:

Telephone No.

FAX No.

E-mail

To

The Director, NIPER,
Sector 67, S.A.S. Nagar (Mohali) Punjab 160 062.

Sir,

I / we have read all the particulars regarding the general information and other terms and conditions of the tender for the SUPPLY OF CHEMICALS, ACIDS, SOLVENTS, COMM. AND HPLC SOLVENTS FOR GENERAL STORE IN THE NIPER, MOHALI FOR THE PERIOD 2016 - 17 and agree to provide the same as detailed in schedule herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in schedule 'II' attached to this tender and I / We agree to hold this offer open till 120 days from the closing date of receipt of tender.

1. I / we shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I / we have understood the terms and conditions for the contract and shall provide the best supplies / services strictly in accordance with these requirements.
3. The following pages have been added to and form a part of this tender ----- . The schedules I and II to accompany this tender are at page Nos. -----.
4. Every page so attached with this tender bears my / our signature(s) and the official seal.
5. Demand Draft No.----- Dated ----- of Rs.----- drawn in favour of "The Director, NIPER" and payable at Mohali / Chandigarh is enclosed as EMD as required.

Signature & Seal of Tenderer with date-----Address
