

Subject: Rate Contract for the supply of Laboratory Chemicals (Complete Range), Glassware (Complete Range), Plasticware, General Lab Ware, Lab Consumables & Animal Feed

NIPER is seeking to establish a rate contract for the supply of a comprehensive range of Laboratory Chemicals, Glassware, Plasticware, General Lab Ware, Lab Consumables, and Animal Feed.

In this regard, we kindly request you to submit the required documents, as detailed in the attached Tender document, along with your acceptance and any other applicable documents that serve as proof of your eligibility. Please ensure that these documents are provided in the specified format outlined in the annexures of the Tender document.

Please note that all required documents must be submitted within 14 days from the date of this notice (30th December 2024). Failure to provide the necessary documentation in the correct format may result in the rejection of your proposal for the rate contract.

We appreciate your prompt attention to this matter and to provide the necessary information at the earliest.

Sd/-
Stores & Purchase Officer
For Director NIPER SAS Nagar



S.A.S. NAGAR

NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (NIPER SAS NAGAR)

राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान (नाईपर एस.ए.एस नगर)

SECTOR 67, SAS NAGAR- 160062

BID DOCUMENT

FOR CONCLUSION OF ANNUAL RATE CONTRACT (IN INR ONLY) FOR THE YEAR 2025-2026, 01.01.2025 (or the date of award of the RC, whichever is later) TO 31.03.2026, FROM CLASS- I AND CLASS- II LOCAL SUPPLIERS MENTIONED BELOW IN RESPECTIVE CATEGORIES ONLY

ITEM DESCRIPTION

**LABORATORY CHEMICALS (COMPLETE RANGE), GLASSWARE (COMPLETE RANGE),
PLASTICWARE, GENERAL LAB WARE, LAB CONSUMABLES & ANIMAL FEED**

EMD: NIL

Offline Bids under SINGLE BID System (Technical Bid & Financial / Price Bid together) shall be submitted through hard copy and the same should be duly addressed to **"The Director, NIPER, Sector 67, SAS NAGAR, 160062"** Kind Attention, Stores and Purchase Officer (Purchase Section).

The Tender documents should be filled in completely as per Terms and Conditions of this Tender. Single bid/ tender submitted for all Categories shall be summarily rejected.

Contact Details

Assistant Registrar, Stores & Purchase Officer
NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH
(NIPER SAS NAGAR) SECTOR 67, SAS NAGAR (MOHALI)
PUNJAB, 160062, INDIA
Ph: +91-(0172)-2292010, +91-(0172)- 2292134
E-Mail: arsp@niper.ac.in, sosp@niper.ac.in, spc1@niper.ac.in
Website: www.niper.gov.in

TENDER INVITATION

The Director, NIPER, SAS Nagar, Sector 67– 1600062, India, invites *Offline Bids under SINGLE BID System* for entering into an Annual Rate Contract (RC) On Price List/Catalogue Rate basis with best applicable discounted price only from **Manufacturers (OEMs)** for the supply of the following specialized R&D chemicals/Glassware/Plasticware/ labware and Lab consumables:

Description of item	File No.	Bid Type	EMD Amount (Rs.)
1. Chemicals (Complete Range) 2. Glass ware (Complete Range) 3. Plastic wares/General lab ware/Lab Consumables (Complete Range) 4. Animal Feed	NIPER/2025-26/ RC /PUR/ CHEMICALS & CONSUMABLES	SINGLE BID SYSTEM (TECHNICAL AND FINANCIAL BID)	NIL (Kindly see Annexure-VIII)

IMPORTANT NOTE, DATES & TIME

Tender Document can be downloaded from our website i.e www.niper.gov.in free of cost

Publish Date & Time	30-12-2024
Last Date & Time For Submission of Bids	13-01-2025
Tenders to be submitted at place	OFFLINE, Tender Box in Purchase Section.

IMPORTANT NOTE:

- For conclusion of RC On Price List/Catalogue Rate basis this tender has been published on 'Limited Tender' basis. However, other Manufacture/OEM who wish to enter into RC may send their request letter with complete details on the e-mail address mentioned in the tender document. The final decision in this regard will rest with The Director, NIPER, SAS Nagar (Mohali).
- Please strictly adhere To the Dates / Times Mentioned in This Document. Kindly note that all the pages of this tender document should be signed and stamped while submission. Incomplete and unsigned tender will not accept.
- Discrepancy in offline document found if any, the tender shall liable to be rejected without assigning any further reason. No Interim inquiry will be entertained in this regard

Sd/-
Stores & Purchase Officer
For Director NIPER SAS Nagar



S.A.S. NAGAR

NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION AND RESEARCH (NIPER SAS NAGAR)

राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान (नाईपर एस.ए.एस नगर)

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Website: www.niper.gov.in

File Ref. No.: NIPER/2025-26/RC/PUR/CHEMICALS & CONSUMABLES
30.12.2024

Date:

NOTICE INVITING TENDER

RATE CONTRACT FOR SUPPLY OF CHEMICALS AND CONSUMABLES (IN INR ONLY) FOR THE PERIOD FROM 01ST January 2025 (or the date of award of the contract, whichever is later) to 31st March 2026.

The Director, NIPER, SAS Nagar, Sector 67- 1600062, India invites *offline bids / offers* for entering into an Annual Rate Contract (RC) On Price List/ Catalogue Rate basis with best applicable discounted price for the supply of specialized R&D chemicals, consumables and Lab wares etc. from **Manufacturers (OEM)/ OEM Authorized Distributors.**

It may be noted that the Rate Contract shall be concluded on a *fixed price basis* which would be valid during the currency of the contract without any firm commitment on our part for assuring any minimum quantum of business. We are inviting rate contract proposals for supply of Specialized R&D Consumables On Price List/Catalogue Rate basis with the best applicable discount / price.

Following are the category of products required by this Laboratory:

- 1) Chemicals (Complete Range)
- 2) Glass ware (Complete Range)
- 3) Plastic wares/ General lab ware/ Lab Consumables (complete Range)
- 4) Animal Feed.

The Rate Contract (RC) shall be valid for a period up to 31/03/2026 from the date of issue of 'Rate Contract' order from NIPER SAS Nagar which can be extended for further period on agreed terms and conditions between both the parties and on satisfactory performance by the RC holder subject to applicability of Price Fall Clause.

Only 'Class I Local Supplier' / 'Class II Local supplier' are eligible to quote.

The tenderer (i.e. Original Manufacturer/ OEM) are requested to submit their offer in their own letterhead, neatly typewritten without any overwriting. The Tenderers shall have to indicate clearly the brand/ make of the product(s) for which they are submitting the RC Proposal.

1	Bidders shall satisfy the requirements of a Class- I Local supplier and Class- II Local supplier issued in pursuance of 'Make in India' policy vide Order No. P-45021/2/2017-PP (BE-II) , dated 16th
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September, 2020 of Ministry of Commerce and Industry, Government of India, as amended from time to time. Bidder may please refer said order dated 16th September, 2020 for further details

'Local content' means the amount of value added in India, which shall, unless otherwise prescribed by Nodal Ministry, be the total value of item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

'Class – I Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class- Local supplier' in the said order dated 16th September, 2020.

'Class – II Local supplier' – means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class- local supplier' but less than that prescribed for 'Class-I local supplier' under said order dated 16th September, 2020.

'Non – Local Supplier' means a supplier or service provider, whose goods, services or Works offered for procurement, has local content less than that prescribed for 'Class-II Local supplier' under this Order

Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/'Class-II local supplier' respectively.

Note- Bidder is required to indicate percentage of local content and provide self- certification for the offered items which meet the local content requirement for 'Class –I Local Supplier' /'Class – II Local Supplier' as the case may be. Further, the bidders shall also give details of the location(s) at which the local value addition is made. Only 'Class –I Local Supplier' /'Class – II Local Supplier' as defined under said "Make in India' order dated 16.09.2020 shall be eligible to submit RC offers. Hence, offers from 'Non – Local Supplier' or products not complying with the requirement of Class I Local supplier and Class II Local supplier shall not be considered of issue of RC Contract.

Verification of local content:

Calculation of the local content for Class-I and Class-II Supplier to be done as per DPIIT OM No. P-45021/102/2019-BE-II-Part (1) E-50310) dated 04.03.2021.

- A. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-Certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- B. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- C. Decisions on complaints relating to implementation of this Order shall be taken by the

competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

- D. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.
- E. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- F. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- G. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph below.
- H. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - a. The fact and duration of debarment for violation of this Order by any procuring entity promptly brought to the notice of the Member-Convener of the Standing Committee and the Department of Expenditure through the concerned Ministry/Department or in some other manner.
 - b. On a periodical basis such cases are consolidated and a centralized list of decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - c. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the manner that ongoing procurements are not disrupted.

Requirement of Registration- Order No.F.No. 7/10/2021-PPD(1) dated 23.02.2023 of Department of expenditure, Ministry of Finance, Government of India refers.- Any Bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turn key projects) only if the bidder is registered with the Competent Authority. Further Any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which share a land border with India, shall also require to be registered with the same competent authority.

NOTE: Prospective Bidders for the proposed Rate Contract from Make in India, MSE and MSE (SC & ST)/MSE (Woman) Sectors are also encouraged to participate in the Bidding process as per Government of India norms published and amended from time to time.

2 Rule 144 (xi) of the GFR, 2017 related to restrictions on participation of Foreign Bidders and their Authorized Indian Agent/OEM (Order No. F.No.6/18/2019-PPD dated 23.07.2020 of Department of Expenditure, Ministry of Finance, Government of India refers)

'Bidder' (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person

not falling in any of the descriptions of bidder stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

Bidder (or entity) from a country which shares a land border with India for the purpose of above order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country: or
- e. An Indian (Or other) agent of such an entity or
- f. A natural Person who is a citizen of such a country; or
- g. A Consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

The Beneficial owner for the purpose of (iii) above will be as under:

In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. 'Controlling ownership interest' means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- b. 'Control' shall include the right to appoint majority of the directors or to control the management or Policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;
- c. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or Profits of the partnership;
- d. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or Profits of such association or body of individuals;
- e. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- f. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- g. An agent is a person employed to do any act for another, or to represent another in dealings with a third person.
- h. The registration shall be valid at the time of submission of bid and at the time of acceptance of the bid.
- i. If the bidder was validly registered at the time of acceptance /placement of order, registration shall not be a relevant consideration during contract execution.
- j. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is

	<p>registered with the Competent Authority.</p> <p>k. In case bids are submitted by the Class 1 local supplier / Class II Local supplier, specific Manufacturer's Authorization Form (MAF) shall be submitted along with the Tender.</p> <p>l. Only 'Class 1 Local Supplier' / 'Class II Local Supplier' (or) the duly authorized dealer can quote. If both 'Class I Local Supplier' / 'Class II Local Supplier' and dealer quote for the same tender, both their tender will be rejected.</p> <p>m. The tenderer (i.e. Original Manufacturer or Authorized Dealer) are requested to submit their offer in their own letter head, neatly typewritten without any overwriting. The Tenderers shall have to indicate clearly the brand/make of the product(s) for which they are submitting the RC proposal.</p> <p>n. The Class 1 Local Supplier' / 'Class II Local Supplier' at the time of tender, bidding or solicitation shall be require to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement.</p> <p>Bidders are requested to submit the prescribed Certificate as per Annexure IV.</p>
<p><u>3</u></p>	<p><u>BIDDERS ELIGIBILITY</u></p> <p>3.1. The Bidders are requested to attached Latest Authorization letter from the OEM to sell the offered items having validity of authorization up to 31.03.2026.</p> <p>3.2. The Bidders shall have to certify that items mentioned in their Rate Contract are not available on GeM Portal. (as per Annexure-XII).</p> <p>3.3. All the Annexures enclosed with this tender document (Sr, No. I to XII) must be neatly filled up, signed and stamped, failing which the tender will not be considered and shall be liable to be rejected.</p> <p>3.4. The Bidder (OEM/Authorized Agent /Stockist /Dealer) should make ensure that he is fully eligible as per Class 1 and Class II supplier s pr DPIIT, Ministry of Commerce, and other Rules and guidelines issued by Govt of India from time to time.</p> <p>3.5. During the stage of scrutiny of documents. Undertaking and certificates submitted by the bidder(s) it is found that he is not eligible as per MII guidelines such tender shall be summarily rejected.</p> <p>3.6. Compliance with National / International Standards if any should be specified.</p> <p>3.7. The Bidder should have valid RC with other PSU/CSIR Lab/Research Institute of Central/State Govt and require submitting at least two latest copies of the same.</p> <ul style="list-style-type: none"> • The bid shall be submitted as per BID FORM enclosed at Annexure – II.
<p><u>4</u></p>	<p>Submission of Tender Document:-</p> <p>It may kindly be noted that Tender is to be submitted with following details – shall be submitted in PDF Format (Stamped and scanned digital copy) and as well as in hard copy.</p> <ol style="list-style-type: none"> Category Sub-Category Catalogue No. Item Description HSN Code Item type Item Unit Item Rate Discount in percentage on Catalogue Price/MRP/Price listed (%) Applicable IGST / GST percentage (%) If any scheme / offer launched by the manufacturer / OEM the same shall be

	<p>forwarded to Director NIPER with complete details for its applicability without any delay.</p> <p><u>No other non-consumable items should be mentioned along with quoted items.</u></p>
5	<p><u>Evaluation of the offer by Committee</u></p> <p>5.1 The evaluation of the offer shall be done by the Committee which shall scrutinize all the offers received with reference to the requirement of NIPER SAS Nagar and any decision taken by NIPER SAS Nagar, into the matter will be final and binding.</p> <p>5.2 The offers which are incomplete, not in conformity with the terms & conditions of the bid, conditional bids and unsigned bids shall be rejected as non-responsive without any further evaluation. offers not supported by the eligibility criteria shall be summarily rejected.</p> <p>5.3 OEM/Authorized Distributors may be called for discussion /clarification/ further discount before the finalization of rate contract, if considered necessary by NIPER SAS Nagar.</p> <p>5.4 All the offers where the maximum discount offered on <u>Price List/Catalogue Rate</u> shall be processed for finalization of the rate contract.</p> <p>EMD: Please submit Bid Securing Declaration as per enclosed format at Annexure- VIII</p>
6	<p>PRICE:</p> <p>6.1 Prices must be quoted based on discount offered on <u>Price List/Catalogue Rate</u> for each category of items. Additional Dealer Discount may also be mentioned clearly wherever applicable. Further while submitting bid, if the manufacturer is appointing any dealer for supply, the OEM will submit all the details of the dealer with terms & conditions like supply, payment etc.</p> <p>6.2 The bidder must undertake that the prices mentioned in their pricelist are firm and valid till the end of the Rate Contract (RC) period without any hike. However, in the event of any decrease in the prices during the contract period the same should be notified to NIPER SAS Nagar. Alongside, if any special promotional marketing scheme(s) is/are launched from time to time, the same must be made available/ intimated to NIPER SAS Nagar</p> <p>6.3 The bidder should ensure that the prices quoted are F.O.R basis, NIPER, SAS Nagar, Stores, basis including its unloading at NIPER (SAS Nagar) as per the details given in NIPER SAS Nagar Purchase Order (PO) and inclusive of all taxes and duties. In the case of temperature-controlled products, necessary precautionary measures shall be taken so by the supplier that the item(s) remain in the specified temperature till its delivery to the NIPER SAS Nagar end user.</p> <p>6.4 The prices remain fixed during the currency of RC and the end users of the Institute shall be invariably offered agreed benefits of Rate Contract item(s) even in cases of cash purchase by NIPER SAS Nagar user in view of any urgency. In such cases, the bidder is not permitted to charge higher prices than the prices approved by NIPER SAS Nagar under the RC. In case if it is found that the bidder is charging lesser prices than the prices agreed under the rate contract to any other organization / user, the RC prices/ orders shall be modified suitably without any intimation to the bidder.</p> <p>6.5 The bidder shall submit soft copies of the pricelist in PDF form duly signed stamped hard copy by along with Pen Drive with Tender Document. Bidder shall ensure that no discrepancy exist between the soft copy and hard copy of <u>Price List/Catalogue Rate</u> made available to this office, without fail.</p> <p>6.6 The prices quoted must include the prices of goods up to NIPER SAS Nagar inclusive of freight, insurance up to NIPER SAS Nagar, charges for dry ice or any other incidental charges.</p>
7	<p><u>Purchase Orders under the rate Contract</u></p>

	<p>7.1 Bidders may note that mere conclusion of Rate Contract does not guarantee placement of purchase order or any assured quantity of business during the contract period, rather the orders shall be placed based upon need and suitability of offered items by NIPER SAS Nagar users.</p> <p>7.2 Purchase Orders placed till the last working day of the Rate Contract should be honored and executed under the rate contract without any need for extension of the rate contract or change of price.</p> <p>7.3 There shall be no separate Packing and Forwarding charges payable for supply against this Rate Contract.</p> <p>7.4 The rate and term of Rate Contract would also be applicable for the purchase made by the Scientists/ Students of NIPER SAS Nagar on cash / credit basis and hence, the firms or their agents are not allowed to charge higher prices than those approved under RC entered into with NIPER SAS Nagar.</p>
8	<p>Product Quality</p> <p>The manufacturer/bidder should give an undertaking stating that the products they are offering are of good quality, new, unused, genuine and as per standard specifications. In case it is found that the product is old or spurious, the bidder shall be barred from doing any business with NIPER SAS NAGAR for a period which will be determined by competent authority. The manufacturer/ bidder also undertakes that they are solely responsible in case of any discrepancies noticed during the supply with regard to the Catalogue no., quality, quantity, packages, leakages, breakages, short supplies, damages and the same shall be replaced at 'free of cost' by the bidder. In case after receipt and inspection of material or during its usage, any defect is found in the quality of material, the supplier shall have to provide free replacement of the supplied material or he shall have to refund the amount charged towards the same.</p>
9	<p><u>Order amendments</u></p> <p>On receipt of the Purchase Order, the Bidder shall check the correctness of the product code, rates and other terms and conditions of the Purchase Order. In case of any discrepancy/ corrections the same should be immediately brought to the notice of the NIPER SAS Nagar for the issue of necessary amendment of PO strictly as per RC terms only within Three working days.</p>
10	<p>Delivery Terms and Conditions</p> <p>The ordered items must be delivered at Stores Section, of NIPER SAS Nagar <u>F.O.R Destination, free of destination, otherwise your offer shall not be considered.</u> Unless otherwise specified in the purchase order the material shall be supplied within a period of 4-6 weeks from the date of issue of purchase order. Supplies are normally accepted on all working days from 10:00 AM to 5:00 PM except on Saturday, Sunday and other public holidays.</p> <p>In case of deviation in delivery timeline due to any specific issue in an individual case, the bidder must seek prior written approval of NIPER SAS Nagar to extend the same, failing which LD @0.5% (maximum up to 10%) of PO value per week may be invoked for such delayed delivery or PO itself can be cancelled at the discretion of NIPER SAS Nagar.</p> <p>All the perishables/ hazardous / fragile item(s) shall be opened in the presence of the representative of the bidder and the user, if required. Bidder will be responsible for any loss due to negligent packing and transportation. Package of such products shall specifically indicate that goods being supplied are perishables/ hazardous / fragile with advance written intimation to this office.</p> <p>The bidder shall execute the supply of the ordered material in a single delivery only. However, in case of staggered delivery, maximum of three staggered deliveries can be allowed with prior written permission of NIPER SAS Nagar and as per purchase order within the delivery schedule, if approved by NIPER SAS Nagar specifically. But, in case of perishables, hazardous consumables,</p>

	<p>the consent of the user must be obtained prior to the execution of the supply so that necessary precautions shall be taken for their effective use under intimation to NIPER SAS Nagar's Purchase Section.</p> <p>LATE DELIVERY: The material must be supplied within stipulated period/validity of supply date. In case of delay in supply from the side of supplier, a penalty of 0.5 (zero point five) per cent of order value per week of delay subject to a maximum of 10 (ten) per cent shall be levied in cases where ordered goods are delayed beyond the schedule delivery period. Beyond this the Supply Order is liable to be treated as cancelled at the discretion of Director NIPER SAS Nagar. It may however be noted that Force Majeure clause is acceptable to us.</p> <p>Extension of delivery schedule shall be considered only under exceptional circumstances and upon a written request from the firm. LD shall not apply in case the extension is approved by the Competent Authority, NIPER SAS Nagar.</p> <p>Loss Damage & Transit: The firm shall be responsible for any loss, damage & shortage during transit. Payment shall be made for materials received in good conditions only. Any damage or shortage noticed on delivery, the same must be replaced within 4-5 weeks after intimation.</p>
11	<p><u>Payment</u></p> <p>Payment for supplies will be made on Bill Basis after supply and acceptance. Normally 100% payment against a pre-receipted bill in triplicate (duly stamped) should be made within 30 days after receipt of materials if found in order, in quality and in quantity.</p> <p>Supplies will be made promptly within the delivery schedule. For local supplies, the payment will be made only after satisfactory supply at NIPER SAS Nagar and after Inspection & certification by our Faculty/ Indenter/ user expert/ scientist. Kindly supply the material in one lot of any P.O. If you are unable to supply in single lot then you can supply twice or thrice the single bill may be raised and submitted with supporting delivery challans.</p> <p>Bank Detail to be mentioned separately as follows:-</p> <ol style="list-style-type: none"> a. Bank Account Number b. Account Type (Savings /Current) c. Bank Name with Branch and its address d. Name of the Account Holder e. IFSC Code Number f. MICR number <p>No advance payment shall be made for part supplies under normal circumstances. NIPER SAS Nagar reserves the right to cancel the purchase order in case part supply is not affected within the reasonable period or also reserve the right to recover 10 (ten) per cent of the payment as security to be paid on completion of the contract at the discretion of the Competent Authority, of NIPER SAS Nagar.</p> <p>TDS/ TCS will be deducted as per applicable statutory provisions as per instructions issued by the Govt. from time to time. NIPER SAS Nagar <u>GSTNo. is 03AAATN3336Q1ZE.</u></p> <p>Bidders must quote their GST Number with all the bills clearly and also quote NIPER SAS Nagar GST number in all the bills.</p>
12	<p><u>Fall Clause:</u></p>

	<p>12.1 The proposed rate contract shall be guided by the FALL CLAUSE wherein if the Rate Contract (RC) holder / bidder undertakes to reduce price or sells or even tenders to sale the rate contract goods following conditions of sales of same / similar to those of the rate contract to any other person or organization during the currency of the rate contract.</p> <p>12.2 Accordingly, the rate contract prices will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and, the rate contract shall be amended accordingly at reduced price offered by Rate Contract holder/ Bidder to any other third party / organization. This includes products uploaded by the bidder's authorized OEM on Gem and other parallel rate contract holders, if any.</p> <p>12.3 An undertaking is required to be given by all the manufacturers / bidder that the rates offered by them are not more than the rate offered to any other PSU/ CSIR/ Government agencies/ Institution and the discount offered is not less than the discount offered to any other PSU/ CSIR/ Government agencies/ Research Institution of repute. In case any such discrepancy is noticed at any point of time manufacturers / bidder shall undertake to refund the difference amount to NIPER SAS Nagar, and also rate contract is liable to be cancelled at the discretion of the Competent Authority, NIPER SAS Nagar.</p>
13	<p>Discount</p> <p>13.1 The bidder shall offer a FIXED DISCOUNT applicable on the <u>On Listed Price /Catalogue Rate basis</u>. Bidder shall also upload PDF/scanned copy of offered discount structure in their letterhead stamped by their authorized representative along with their e-bid for reference, particularly in cases where bids are submitted for multiple categories with different discount structure for each category to ensure clarity.</p> <p>13.2 The percentage of discount must be mentioned in words as well as figures.</p>
14	<p>Parallel Rate Contract: NIPER SAS Nagar reserves the right to conclude more than one rate contract for the same Brand/ product and has the option to re-negotiate the price(s) with the rate contract holder(s).</p>
15	<p>The critical dates are mentioned already in the Tender document.</p>
16	<p>VALIDITY OF RATE CONTRACT: The prices must be kept valid up to 31.03.2026 from the date of award/acceptance of rate contract. No upward changes in prices will be acceptable in any condition during the period of the rate contract. However, if there happens to be a downward revision in prices of the items concerned during the contract period, the benefit of the price reduction shall be passed on to the Institute. Force Majeure clause is accepted to us.</p>
17	<p>RENEWAL OF RATE CONTRACT, IF ANY: The Annual Rate Contract initially for the period as per tender document which can be extended for a further period on yearly basis on mutually agreed terms and conditions between both the parties and on satisfactory performance subject to applicability of Price Fall Clause.</p>
18	<p>TERMINATION OF RATE CONTRACT (RC)</p> <p>The Rate Contract can be terminated by either of the parties with 30 Days prior notice in writing. However, in exceptional cases NIPER SAS Nagar reserves the right to terminate the rate contract at any point of time without any notice in case the performance of the Tenderer is found consistently unsatisfactory or due to the serious lapse on the part of the Tenderer. NIPER SAS Nagar</p>

	is not bound to assign any reason of termination of RC and decision taken by I NIPER SAS Nagar into the matter will be final and binding.
19	Prices shall be quoted in Indian Rupees only. Bids in currency other than Indian Rupee (INR) will be REJECTED summarily / ab initio as unresponsive
20	<p>Due Date for submission of Tender:</p> <p>The tender must be submitted offline in hard copy on or before 13-01-2025 by 17.00 Hrs. through sealed envelope.</p>
21	<p>REASONABILITY OF PRICES:</p> <p>21.1 The material will not be supplied by the vendor less than the Rate Contract prices to any other Govt. Institution and will give an undertaking for the same. If the same is found, the proportionate recoveries will be made, or suitable action will be taken.</p> <p>21.2 Copies of Rate Contract with other PSUs/ CSIR Labs. /Institutes/ Other Government / Private Research Institutions of repute, if any, to be submitted along with tender in order to ascertain the price reasonability.</p> <p>21.3 The bidder should submit a certificate stating that maximum discount is being given and no other Government Organization including other NIPER is being benefited more than this discount (Annexure VI).</p> <p>21.4 The Rate List of Bulk Packages/Quantity should also be attached along with the tender. Bulk discount must be mentioned wherever applicable. The bidders may tender a separate Discount/price for bulk purchases and also define the quantity to be treated as 'bulk'. Special/ promotional offers or end of season sales in addition to RC discount shall be processed based as individual offer, subject to its acceptance by NIPER SAS Nagar to avail such special/ promotional offers.</p> <p>21.5 Any special offer/special discount declared during the currency of RC by the OEM must be intimated and applicable to the RC.</p> <p>21.6 The offer has to be valid for 120 days from the date of opening.</p> <p>Conditional tender shall not be accepted. Further, all the pages and Annexures of this tender document are to be signed by the Bidder/Authorized signatory, failing which the tender shall stand summarily rejected.</p>
22	<p>1. Code of Integrity</p> <p>A. The bidders/suppliers should sign a declaration about abiding by the "Code of Integrity for Public Procurement" in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.</p> <p>B. Code of integrity for Public Procurement: The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:</p>

- i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution.
- ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract.
- iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels.
- iv) "Coercive practice": harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- v) "Conflict of interest": participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
- vi) "Obstructive practice": materially impede the purchaser's investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser's Entity's rights of audit or access to information.

C. Obligations for Proactive disclosures

- i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming 14 under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;

- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

D. Punitive Provisions

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bidsecurity.
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.
- ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser.
 - b) Forfeiture or encashment of any other security or bond relating to the procurement.
 - c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
- iii) Provisions in addition to above:
 - a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year.
 - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India.
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

23 Bidders are requested to submit the prescribed Certificate as per Annexure V. Settlement of Disputes

- 23.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 23.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of

which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

23.3 The dispute settlement mechanism / arbitration proceedings shall be concluded as under:

If any dispute or difference arises between parties hereto as to the construction, interpretation, effect and implication of any provision of this agreement including the rights or liabilities or any claim or demand of any party against other or in regard to any other matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. **All such disputes or difference shall be referred to Delhi International Arbitration Centre (DIAC), New Delhi for arbitration.** The Award of the Arbitrator so appointed shall be final, conclusive and binding on all parties to the Contract.

23.4 Notwithstanding any reference to arbitration herein,

(a)	the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
(b)	the Purchaser shall pay the Supplier any monies due the Supplier at the discretion of Director, NIPER SAS Nagar

23.5 All disputes are subject to applicable Indian law and jurisdiction of competent local court at SAS Nagar (Punjab), India, only.

23.6 Normally, no condition of the tender shall be relaxed. However, the NIPER SAS Nagar may relax any of the conditions of the tender in the best interest of the Institute in exceptional cases depending upon the merits of the case. The Director, NIPER SAS Nagar reserves the right to accept or reject any offer in part or in full without assigning any reasons thereof.

24 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 purchase for resupply. The defective supply will have to be replaced by the supplier within 10 days without additional freight /transport charge.
- (b) GST and other Govt. levies will be paid extra as applicable by the supplier.
- (c) Delivery of goods will be taken at the risk and cost of the supplier and on F.O.R to the institute from railway/road transport etc.
- (d) Payment of the bill will be made preferably after receipt of the goods in satisfactory conditions.
- (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.

	<p>(g) Supply should be made in full against the order and shortage will be procured from other supplier on the risk and cost of the original supplier.</p> <p>(h) Supply should be made from the latest batch of production with maximum life period and original packing.</p> <p>(i) While submitting the tender document, the tenderer should sign on each page of the tender document.</p> <p>(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.</p> <p>(k) In case the Local Content Class-I and II Supplier Certificate submitted is found to be false, action as deemed fit and appropriate will be taken against the OEM/Authorized Distributor/Agent/Dealer and RC will be terminated without giving notice.</p>
	<p style="text-align: right;">Sd\ Stores & Purchase Officer For & on behalf of Director, NIPER SAS NAGAR</p>
	<p>Note:</p> <ol style="list-style-type: none"> 1) CORRIGENDUM IF ANY WILL BE ISSUED AND NOTIFIED IN DUE COURSE ACCORDINGLY ON NIPER WEBSITE/ CPP PORTAL 2) All the standard formats are scanned and attached for the reference of the bidders. 3) The Bid must be accompanied with prescribed documents, as indicated in Annexure I to Annexure XII, failing which the bid shall be considered as non-responsive.

Bidder Information Form

(a) [The Bidder shall fill in this form in accordance with the instructions indicated below. No alterations to this format shall be permitted and no substitutions shall be accepted. This should be done on the letter head of the firm].

Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: [insert number from Invitation for bids]

Page 1 of _____ pages

01.	Bidder's Legal Name [insert bidder's legal name]
02.	In case of JV, legal name of each party: [insert legal name of each party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or intended country of registration]
04.	Bidder's Year of Registration: [insert bidder's year of registration]
05.	Bidder's Legal Address in Country of Registration: [insert bidder's legal address in country of registration]
06.	Bidder's authorized representative information Name: [insert authorized representative's name] Address: [insert authorized representative's address] Telephone/Fax numbers: [insert authorized representative's telephone/fax numbers] Email Address: [insert authorized representative's email address]
07.	Attached are copies of original documents of: [check the box(es) of the attached original documents] Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder _____

Name _____

Bid Form

Tender No.

To
The Director,
NIPER SAS NAGAR
Sector 67
SAS NAGAR (MOHALI) 160062

Ref: NIPER- Tender Ref. No.

Sir,

I/We have examined and have no reservations to the Bidding Documents, including Addenda, if any.

Having examined the bidding documents, I/we, the undersigned, hereby submit the priced bid for supply of goods and services in conformity with the said bidding documents.

I/We hereby offer to supply the Goods at the prices and rates mentioned in our price list/CD/DVD.

I/We offer the following category of items under Rate Contract and their respective price lists have been attached. We also confirm that the price list attached is on Net OEM Price only.

1. Category Name(s)
2. Name of the Manufacturer(s) :
3. Make / Brand(s) :
4. Agreeing for liquidated damages / Penalty clause : YES / NO
5. Delivery Period :
6. Validity Period :
7. Agreeing for Payment terms: : 100% on Bill basis within 30 days after satisfactory receipt of material in good condition
8. Furnished RC Clients list (PO copies) : YES/NO
9. Manufacturer/ Bidder should enclose :
 - A. GST Registration Certificate :
 - B. PAN No. :
 - C. Profile of the firm & Client list
10. Compliance with National/International Standards:
11. If OEM/ Dealer, then authorization letter from Manufacturer:
12. Rate contract copies with other Research Institutions:
13. Bank Details for e-payment.
 - a) Name of the Vendor / Account holder :
 - b) Name of the Bank and Branch :
 - c) Bank Account No :
 - d) Type of Account :
 - e) Address of the Branch
 - f) Agree for free delivery at NIPER SAS NAGAR: YES / NO
 - g) Discount from Manufacturer (Must be stated) : _____ % On Price List/Catalogue Rate basis
 - h) Any further discount from OEM (must be stated): _____ % on List Price/Catalogue

Rate

14. Supply through (Tick either a or b)

a) **Direct** : _____

b) **Authorized Dealer/ Distributor:** Name _____

Address _____

Phoneno. _____

E-mail _____

- A. I/We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in our price list and that we shall perform all the incidental services.
- B. The prices quoted are inclusive of all charges net for Free delivery at NIPER SAS NAGAR.
- C. I/We agree to abide by our offer for a period of 120 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
- D. I/We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions.
- E. I/We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Certified that the bidder is:

- F. A Sole proprietorship firm and the person signing the bid document is the sole proprietor / constituted attorney of sole proprietor.

(OR)

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement / by virtue of general power of attorney.

(OR)

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections / deletions should invariably be duly attested by the person authorized to sign the bid document.)

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this _____ day of _____ 2023

Signature of Bidder

Details of enclosures

Full Address :

Telephone no. :

E-mail :

COMPANY SEAL :

NIPER/FILE REF: NIPER/2025-2026/Chemicals & Consumables

Discount Offer

For supply of Specialized R&D Consumables on Catalogue /Rate list price basis with applicable discount

(For Bids in Indian Currency/Rs.)

Supplier's Ref. No: _____

Date: _____

Supplier's Name & Address with

E-mail: _____

Contact Person Name, _____

Ph. No./Mob. No of Contact Person _____

Sl. No.	Item description - supply of Specialized R&D Consumables	OEM/ Make/ Model	Price List/ Catalogue Rate basis Enclosed	% of Discount on Price List/Catalogue Rate (in figure)	% of Discount on Price List/Catalogue Rate (in words)
1.	Chemicals (Complete Range)		Yes/ No		
2.	Glass ware (Complete Range)		Yes/ No		
3.	Plastic wares/ General lab ware/ Lab Consumables (complete Range)		Yes/ No		
4.	Animal Feed		Yes/ No		
Plus, Applicable GST / Tax on goods at applicable Rates					Yes/No
Total Price offered for NIPER SAS Nagar Stores/Site					Yes/No

Payment Terms:	Delivery Period: (Days/Weeks/Months)
Delivery Terms: (FOR-NIPER Stores)	Validity of the Quotation:
Guarantee/Warranty:	TDS/TCS Deduction (under IT&GST):
NOTE: TDS as per statutory applicability will be deducted.	

* Please submit the proposal for only those items which have local content (As per MII order) and specify the percentage.

* Please also specify the subcategory of chemicals.

*Please specify the category for which Bid/Price list is submitted.

Format for declaration by the Bidder on Non-applicability of Exclusion from Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

(Ref.- Govt. of India, Ministry of Finance, Dept. of Expenditure Order No. F.No.6/18/2019-PPD dated 23.07.2020 {Public Procurement No.1} and subsequent orders on the subject)

Ref. No: _____

Date _____

To,

The Director,
NIPER SAS NAGAR
Sector 67
SAS NAGAR (MOHALI) 160062

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby undertake that *"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.*

[Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

Format for declaration by the Bidder for Code of Integrity & conflict of interest

(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,

The Director,
NIPER SAS NAGAR
Sector 67
SAS NAGAR (MOHALI) 160062

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby Declare that we shall abide by the Code of Integrity for Public Procurement as mentioned in the Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

Format for declaration by the Bidder for Reasonability of Prices (On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,
The Director,
NIPER SAS NAGAR
Sector 67
SAS NAGAR (MOHALI) 160062

Sir,

With reference to your Tender No. _____ Dated _____ I/We hereby
Certify that the price/s offered vide our Quotation No. _____ Dated
_____ is reasonable.

We further certify that the quoted-On Price List/Catalogue Rate basis under Rate
Contract (RC) are the minimum and we have not quoted the same item/s on lesser
rates than those being offered to NIPER SAS Nagar to any other customer or Govt. /
CSIR organization.

Further, we maximum discount on Price List/Catalogue Rate has been offered,
which is not less than discount offered to any other customer or Govt./ CSIR organization.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

Self-Certification for Make in India

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

We hereby certify that as per the above referred Order, based on the _____percentage (supplier is required to indicate the percentage) of local content in the Equipment/goods (excluding profit, warehousing, marketing, logistics, freight, installation & Commissioning etc.) offered by us against Enquiry/tender No. _____, we are.

- Class-I Local Supplier
 Class-II Local Supplier
 Non-Local Supplier

(Tick the appropriate category above)

The details of the item(s) and location(s) at which the local value addition is made is as below:

Sr. No.	Name of the item(local content)	Full Address of the Location where local content added	% of local content(item-wise)
1.			
2.			

We also certify that if the details are found to be false then it shall be a breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.

Place_____

Date_____

Authorized Signatory.

Name_____

Company Seal_____

Note: The certificate may be prepared under Letter Head of the Vendor and submitted duly signed by the authorized signatory.

Bid Securing Declaration Form

Date: _____

Tender No. _____

To,
The Director,
NIPER SAS NAGAR
Sector 67
SAS NAGAR (MOHALI) 160062

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed :- _____ (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name :- _____ (insert complete name of person signing the Bid Securing Declaration) duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

(on BIDDER'S LETTER HEAD)

FALL CLAUSE CERTIFICATE

THIS IS TO CERTIFY THAT WE HAVE OFFERED MAXIMUM POSSIBLE DISCOUNT TO YOU IN OUR OFFER

NO. _____ DATED : _____ AGAINST
NIPER-

SAS Nagar INVITATION FOR TENDER NO. _____

THE PRICES CHARGED UNDER RATE CONTRACT SHOULD UNDER NO EVENT BE HIGHER THAN
LOWEST PRICE AT WHICH THE PARTY SELLS THE ITEMS OF IDENTICAL DESCRIPTION TO ANY
OTHER GOVERNMENT ORGANISATION/ PSU'S / AUTONOMOUS BODIES/ PRIVATE
ORGANISATIONS DURING THE PERIOD OF CONTRACT FALLING WHICH THE **"FALL CLAUSE "WILL
BE APPLICABLE"**

IN CASE, IF THE PRICE CHARGED BY OUR FIRM IS MORE, NIPER SAS Nagar WILL HAVE THE RIGHT
TO RECOVER THE EXCESS CHARGED AMOUNT FROM THE SUBSEQUENT / UNPAID BILL OF THE
SUPPLIER.

SEAL AND SIGNATURE OF THE BIDDER

*Note : This letter of authority should be on the letterhead of the quoting firm and should be
signed by a person competent and having the power of authority to bind the same.*

Manufacturer's Authorization Form

The Bidder shall ensure that the Manufacturer shall fill in this form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the manufacturer]. Date: [insert date (as day, month and year) of bid submission]

Tender No.: [insert number from invitation for bids] To: [insert complete name and address of purchaser] WHEREAS

We [insert complete name of manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of manufacturer's factories], do hereby authorise [insert complete name of the bidder] to submit a bid the purpose of which is to provide the following goods, manufactured by us [insert name and or brief description of the goods], and to subsequently negotiate and sign the contract.

2 We hereby extend our full guarantee and warranty in accordance with Clause 21 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

6.1 Signed: [insert signature(s) of authorised representative(s) of the manufacturer] Name: [insert complete name(s) of authorised representative(s) of the manufacturer] Title: [insert title]

Duly authorised to sign this authorisation behalf of: [insert complete name of bidder] Dated on ____ day of _____, _____ [insert date of signing]

Place:

Date:

Signature and seal of the Manufacturer/Bidder

ANNEXURE – XI

(ON 100 Rs Non-Judicial Stamp Papers duly notarized)

UNDERTAKING REGARDING BLACKLISTING (NON-DEBARMENT)

I hereby certify that we M/S (name and address of the firm) _____

_____ is neither blacklisted by any Central / State Government / PSU/ Autonomous Body/ Research

Institution / University / nor is any criminal case pending against the firm or its owners / partners anywhere in India.

I also certify that the above information is true and correct in every aspect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily rejected or terminated and the firm may be blacklisted.

Date:

Name and Signature of the Authorised Signatory
With Stamp

(TO BE FURNISHED ON BIDDER'S LETTER HEAD)

To,

The Director,
NIPER SAS NAGAR
Sector 67
SAS NAGAR (MOHALI) 160062

Reference Tender No. _____ Dated : _____

Subject: Non-Availability on GeM for Offered RC Items.

Dear Sir,

I have read the clause regarding restrictions on procurement of items which are available on GeM Portal. I hereby certify that the items mentioned in the Catalogue are not available on GeM Portal.

Name and Signature of Authorized Signatory with Stamp and Seal

ANNEXURE-XII – Agreement to be executed on 100/- Rs Stamp Papers

DRAFT SPECIMEN AGREEMENT TO BE SIGNED FOR RATE CONTRACT OF CHEMICALS/ACIDS/SOLVENT COMMERCIAL ETC.RS.100 WITH NOTARY

This agreement is made at (Place) on (Month / year) between (Name of the institute) (hereinafter called the Institute) through (Designation of the Competent Authority of the Institute) which term shall include its successors, assignees etc. on the first part and (Name & address of the firm) (hereinafter called the Firm) which term shall include its authorized representatives, successor, assignees etc. on the second part.

Whereas the (Name of the Institute) has decided to assign the Rate contract for supply of to the firm on the terms and conditions hereinafter contained.

Whereas, The second party (complete name of the authorized representative of the Manufacturer), who are 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.

1. **Period of Contract :** The Rate contract is valid for a period of _____ year w.e.f. _____ to _____ from the date as mentioned in the Award of Contract. This may be renewed from year to year subject to rendering of satisfactory service & fulfilling the term & conditions of the agreement.
2. **Scope of Service:** During the term of this Agreement the Second Party agrees to provide the goods on approved rates, terms and conditions.
3. 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 31.03.2026. All rates shall be F.O.R. NIPER, Sector 67, S.A.S. NAGAR Mohali
4. Payment of Bills will be made on receipt of materials in good condition & after satisfactory inspection. No advance payment will be made for purchase of any item. Payments will be made within 30 days of the receipt / inspection of material following Citizen Charter
5. 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 institute well in advance before the expiry of due date of Supply order with proper justifications.
6. 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 a 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 order at the cost & liability of the supplier in case of any violation of stipulated terms & conditions. 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.

7. The contract shall be governed by the laws and procedures established by the Gol, within the framework of applicable legislation and enactment made from time to time concerning such Commercial dealings / processing.
8. There shall be no change in price structure during the currency of contract except in respect of the statutory levies which are made applicable by the Govt. through notifications / regulations.
9. The Chemicals / Solvents/Glassware /Plasticwares supplied should be of latest batch only with maximum shelf life.
10. Price should be for delivery at NIPER, Sector-67, SAS Nagar. The freight, Insurance charges, if any will not be borne by this institute. Similarly, shortage, pilferage in transit, etc. shall be the 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 07 days without any freight / transport / other charges.
11. This institute is exempted from payment of Custom Duty & Central Excise Duty (Non-Industrial R&D Institute)
12. The deduction of income tax from the bills of the Agency will be made at source as per rates applicable from time to time.
13. That in case the Firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the (name of the Institute) may cancel the contract.
14. Nothing in this Agreement shall create or be deemed to create a partnership or the relationship of employer and employer between the parties.
15. No amendments to this agreement will be effective unless in writing and signed by the authorized representative of both parties.

Force Majeure Clause

In case of fire, theft, riots, war, acts of terrorism, earth quake, Act of God etc. or under any cause/s beyond reasonable control of the SERVICE PROVIDER, or if the SERVICE PROVIDER is prevented from performing its functions under this contract over a period of seven days, the service provider shall not be liable or deemed to be in default of any of failure in performance stated in this contract.

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 organization 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 than necessary recoveries shall be effect from the firm.

Court of Law

1. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator appointed by the Director, NIPER, SAS Nagar.
2. The decision of the sole arbitrator shall be final and binding in any respect of any dispute between the parties.
3. The entire dispute shall be subject to the jurisdiction of the Court of Law at NIPER SAS Nagar Mohali

The decision of Director, NIPER SAS Nagar (Competent Authority of the Institute) shall be final and binding on the contractor / agency in respect of any clause not covered under the contract and any matter incidental to the contract.

Director, NIPER SAS Nagar reserves the right to terminate the contract with immediate effect without assigning any reasons.

The terms and conditions as stipulated in the tender, NIQ document and Award of Contract, shall be part of the agreement.

Signature of the First Party with Seal & Date
& Date

Signature of the Second Party with Seal

Witness: (Name & Address with Signatures)

Witness: (Name & Address with Signatures)

1. _____

1. _____

2. _____

2. _____

Check List: Duly filled check list to be submitted along with the Technical Bid.

Sl. No.	Requirement of Tender	Annexures	Compliance	Document Submitted
1.	Bidder Information Form	Annexure-I	Yes/No	Yes/NA
2.	Bid Form	Annexure-II	Yes/No	Yes/NA
3.	Discount Offer	Annexure-III	Yes/No	Yes/NA
4.	Bidder Declaration under Rule 144 (xi) on Non- applicability of Exclusion from Restrictions	Annexure-IV	Yes/No	Yes/NA
5.	Bidder Declaration Code of Integrity	Annexure-V	Yes/No	Yes/NA
6.	Bidder declaration Reasonability of Prices	Annexure-VI	Yes/No	Yes/NA
7.	Self-declaration by the Bidder regarding Class I Supplier or Class II Supplier	Annexure-VII	Yes/No	Yes/NA
8.	Bid Securing Declaration	Annexure-VIII	Yes/No	Yes/NA
9.	Fall Clause Certificate	Annexure-IX	Yes/ No	Yes / NA
10.	Manufacturer Authorization Form	Annexure -X	Yes/ No	Yes / NA
11.	Undertaking regarding non-debarment	Annexure-XI	Yes/ No	Yes / NA
12.	GeM Non-Availability Certificate	Annexure-XII	Yes / No.	Yes /NA

Note: It is mandatory to submit all the above-mentioned documents, failing which tender / bid submitted shall be liable to be rejected / cancelled.

Note: Please submit the annexures as per serial number indicated above at one place.

IMPORTANT NOTE

Bidders in their own interest are advised to carefully go through the terms and conditions of this Tender Document and submit their offers along with other relevant documents in support of their bid and duly filled up applicable forms indicated above. Kindly ensure that all the relevant columns are duly filled up and each page of bid document (except printed literature) is duly signed /initialed by the authorized signatory / representative of the bidder with seal of the bidder / firm.

CHECK LIST OF OTHER DOCUMENTS TO BE SUBMITTED WITH THE ABOVE TENDER DOCUMENTS.

Sr. No.	Enclosures	Submitted
1.	Copy of PAN attached	Yes / No.
2.	Copy of GST number attached	Yes / No.
3.	Copy of Firm Registration attached	Yes / No.
4.	List of Institutes with whom RC is executed for similar items attached	Yes / No.
5.	Bank Detail as mentioned at Point No. 11	Yes / No.

Note: It is mandatory to submit all the above mentioned documents, failing which tender / bid submitted shall be liable to be rejected / cancelled.

Name and Signature of the Bidder along with Seal