

**EMPANELMENT AND ANNUAL RATE CONTRACT OF SUPPLIES
FOR CHEMICALS, GLASSWARE AND LABWARE ITEMS**



NIPER, HAJIPUR

National Institute of Pharmaceutical Education & Research (NIPER)
E.P.I. P. Campus, Industrial Area
HAJIPUR – 844 102
Bihar, India

www.niperhajipur.ac.in

Telephone (office): (+) 91-6224-277224, 25, 26, 29.

Fax (office): (+) 91-6224-27725

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राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान

National Institute of Pharmaceutical Education and Research

Hajipur - 844 102, Bihar Website: www.niperhajipur.ac.in

(Established by Govt. of India)

Notice Inviting for Empanelment & Rate Contract Chemicals, Glassware and Labware Items

Ref.: NIPER-HJP/RC/CGL/01/2018 - 19

Date: 05.03.2019

National Institute of Pharmaceutical Education & Research (NIPER), Hajipur invites tender for Empanelment & Annual Rate Contract of supplies for Chemicals, Glassware and Labware Items.

Sealed tender in two-bid system is invited from prosperous bidders for the Empanelment & Annual Rate Contract of supplies for Chemicals, Glassware and Labware Items.

The tender document is available on the Institute's website: www.niperhajipur.ac.in and CPP website www.eprocure.gov.in, which can be downloaded. It can also be obtained from the Institute by paying non-refundable bank DD for Rs.1000=00 (one thousand) in favour of "NIPER-Hajipur" payable at Hajipur, as tender fee.

The tender may be submitted through Indian Postal Services (Registered Post / Speed Post) or personally dropped in the drop box (tender box). The drop box is placed in the office of the NIPER-Hajipur). The bid document complete in all respect should reach to the **Deputy Registrar**, at Institutes address on or before the last date and time as specified. The last date for submission of tender by hand or should reach us by any other suitable means (Indian Speed Post) is **26/03/2019 till 1:00 PM**. The complete postal address of the Institution is given below:

The Deputy Registrar

National Institute of Pharmaceutical Education & Research (NIPER)

E.P.I. P. Campus, Industrial Area

HAJIPUR – 844 102

Bihar, India

Email: nipper.hajipur2007@gmail.com

Institute website: www.niperhajipur.ac.in

Telephone (office): (+) 91-6224-277224, 25, 26, 29.



राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान
National Institute of Pharmaceutical Education and Research
Hajipur - 844 102, Bihar Website: www.niperhajipur.ac.in
(Established by Govt. of India)

SCHEDULE

Tender: Empanelment & Annual Rate Contract of supplies for Chemicals, Glassware and Labware Items

Ref.: NIPER-HJP/RC/CGL/01/2018 - 19

Date: 05.03.2019

S. No.	Date	Activity
1.	05.03.19	Advertisement Notice / Bid publication date
2.	07.03.19	Pre-bid meeting
3.	08.03.19	Queries submission
4.	11.03.19	Reply to queries
5.		Corrigendum / Addendum
6.	06.03.19	Start of receipt of tender document
7.	26.03.19	Last date for submission of bids
7.	26.03.19	Opening of technical bid
8.	28.03.19	Information of qualified bidders on Institute website
9.	29.03.19	Opening of financial bid
10.	01.04.19	Information of results on the Institute website

SECTION 1: INVITATION FOR BIDS	
Tender No.	: NIPER-Hajipur/Chemical/ Glassware/ Labware/RC/2018-19
Tender Date	: 05.03.19 Tuesday
Advt. No.	: NIPER-HJP/RC/CGL/01/2018 - 19
Item Description	: Empanelment & Annual Rate Contract of Suppliers for Chemical, Glassware & Labware Items.
Tender fee	: Rs. 1000=00 (one thousand), non-refundable, in the form of Demand Draft in favour of "Director, NIPER, Hajipur" payable at Hajipur be submitted in the Envelop No. 1 – Technical Bid".
Pre- Bid Meeting Date & Time	: 07.03.19 Thursday , till 4:00 P.M.
Pre-Bid Meeting Place	: Administrative Building, NIPER, E.P.I.P. Campus, Industrial Area, Hajipur – 844102, Vaishali, Bihar
Last date & time of submission of Tender	: 26.03.19 Tuesday till 1:00 P.M
Place of Submission of Bids	: Administrative Building, NIPER, E.P.I.P. Campus, Industrial Area, Hajipur – 844102, Vaishali, Bihar
Submission of Bids	: Two Bid System: The two bid system will be followed for this tender. In this system, the bidder must submit their offer in separate sealed envelopes as – Technical Bid and Price Bid . Both the Technical Bid and Price Bid envelopes should be clearly marked as " Envelope No. 1 – Technical Bid " and " Envelope No. 2 – Price Bid " and both these sealed envelopes are to be placed in a bigger envelop, which should also be sealed and duly super-scribed with our Tender No. NIPER-HJP/RC/CGL/01/2018 – 19, dated: 05.03.2019 and submitted as mentioned in the Tender Document.
Opening Date & Time of tender	: 26.03.2019 Tuesday at 4:00 P.M.
Place of Opening Tender	: Administrative Building, NIPER, E.P.I.P. Campus, Industrial Area, Hajipur – 844102, Vaishali, Bihar
Earnest Money Deposit	: Earnest Money Deposit (EMD) of Rs. 50,000=00 (fifty thousand) in the form of Demand Draft in favour of "Director, NIPER, Hajipur" payable at Hajipur be submitted in the Envelop No. 1 – Technical Bid". This is refundable.
For any clarification / assistance	: Name: Dr. D. Mandal Email: debabrataman@gmail.com Mobile Phone No.: 8335996348

SECTION 2: ELIGIBILITY CRITERIA

- 2.1. The Bidder should have existence of firm for a minimum period of 5 (five) years - copy of Certificate of Incorporation/Registration Certificate of the firms. **Copy to be enclosed.**
- 2.2. Attested copy of deed of partnership, if the firm is a partnership concern/ Memorandum and Articles of Association duly certified in case of Company. **Copy to be enclosed.**
- 2.3. If bidder is local dealer / distributor / stockist, it is mandatory to attach Authorisation Certificate along with the bid. **Copy to be enclosed.**
- 2.4. Attested copy of the PAN CARD of the firm is to be submitted. **Copy to be enclosed.**
- 2.5. It is mandatory for bidders to have GST registration no. and should submit duly filled Bidders Information along with the Tender. **Annexure-1.**
- 2.6. The Bidders must not have any antecedents of being blacklisted / suspended or any service related dispute with any organisation / Govt. Organisations / Semi-Government organization / Banks in India or outside India. **Annexure-2.**
- 2.7. The Bidders should have minimum Annual Business Turnover of minimum 50 lakhs in the preceding (last) two financial years i.e. 2016-17 & 2017-18. **Annexure 3. Copy of Audited Annual Accounts for the last two years to be enclosed.**
- 2.8. The Bidders should have submitted / filed ITR for preceding (last) two years i.e. A.Y. 2016-17 & A.Y. 2017-18. **Annexure-3. Copy of filed Acknowledgments to be enclosed.**
- 2.9. The bidders should have experience of supplying to the Government organisation / Autonomous bodies. Rate Contract copy or copy of work orders of values atleast amounting to Rs. 10,00,000=00 (ten lakhs) during the last 3 (three) years with the Government organisation / Autonomous bodies and work completion certificate for the same should also be enclosed. Details to be mentioned in **Annexure – 4. Client experience details to be enclosed.**
- 2.10. The bidders should submit Undertaking. **Annexure 5.**

SECTION 3: INSTRUCTIONS TO BIDDERS

3.1. Submission of Offer

- 3.1.1. Tender **MUST BE ENCLOSED IN A SEALED COVER** super scribing Tender number / due date, & should reach the undersigned as mentioned in the tender notice by hand or should reach us by any other means (Indian Speed Post) on or before due date and time. If the quotation cover is not sealed, it will be rejected.
- 3.1.2. Tender should be dropped in the tender box kept in the Administrative Office, NIPER-Hajipur, E.P.I.P Campus, Industrial Area, Hajipur-844102, Bihar. No tender is to be handed over to any staff of the Institution. All communications are to be addressed to the undersigned only. In case, due date happens to be holiday or for any reasons, the Institution remains closed, then the Tender will be accepted on the next working day by hand or by Indian Speed Post.
- 3.1.3. Tender can be submitted in person or through post. The Institute shall not be responsible for any postal delays or any other reason for not submitting the bid in the specified time. Delay in submission of bid shall result in disqualification / rejection of any bid.
- 3.1.4. Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him / her liable to be debarred from tendering / taking up of work in NIPER, Hajipur.
- 3.1.5. Any bidder currently engaged in litigation with other Organizations, must inform their status in writing.

3.2. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid. The Purchaser shall not be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

3.3. Amendment of Bidding Documents

- 3.3.1. At any time prior to the deadline for submission of bids, NIPER, Hajipur may, for any reason, whether on its own initiative or in response to the clarification request by a prospective BIDDER may modify the bid document.
- 3.3.2. All prospective BIDDERS who have downloaded the bidding document may visit website of NIPER, Hajipur-844102 from time to time for amendments / modifications which will be binding on them.

3.4. Bid Opening Process

- 3.4.1. In two envelop / cover / bid system, the Technical Bid will be opened as per

schedule. Bidders are invited to present during the bid opening process.

- 3.4.2. Financial bids of only those bidders, whose bids are found technically qualified, by the Technical Evaluation Committee, will be opened. Bidders are invited to be present during the opening of financial bid.
- 3.4.3. Only one authorized representative of the bidder would be permitted to present at the time of aforementioned opening of the bids.
- 3.4.4. The authorized representative of bidders, present at the time of opening of the bids shall be required to sign an attendance register as a proof of having attended the Price bid opening.

3.5. Cancellation of Tender

- 3.5.1. Notwithstanding anything specified in this tender document, Purchaser / NIPER-Hajipur in its sole discretion, unconditionally and without assigning any reason, reserves the rights to:

- [i] Accept OR reject lowest tender or any other tender or all the tenders.
- [ii] Accept any tender in full or in part.
- [iii] Reject the tender offer not confirming to the tenders terms.

- 3.5.2. Offer which deviates from the vital conditions (as illustrates below) of the tender shall be rejected: To give purchase preference to Public Sector undertakings when applicable as per Govt. Policy/ Guidelines.

- [i] Non-submission of complete offers.
- [ii] Receipt of offers after due date and time and or by email / fax (unless specified otherwise).
- [iii] Receipt of offers / bids in open conditions i.e., unsealed / poorly sealed conditions.
- [iv] Conditional Tenders and Unsigned Tenders.
- [v] When effective competition is lacking.
- [vi] When all bids and proposals are not substantially responsive to the requirements of the Procurement documents.
- [vii] When the bids' / proposals' prices are substantially higher than the updated cost estimate or available budget.
- [viii] When none of the technical bids meets the minimum technical score.

If the quality of product and service provided is not found satisfactory, NIPER-Hajipur reserves the right to cancel or amend any of the conditions of Contract.

3.6. Late Tenders

- [i] NIPER-Hajipur will not be responsible.

- [ii] For delayed / late tender submitted / sent by post / courier etc.
- [iii] For submission / delivery of quotations at wrong places other than the mentioned in the tender.
- [iv] Fax / E-mail / Telegraphic / Telex tenders will not be considered.
- [v] Any bid inadvertently received by NIPER-Hajipur after the deadline i.e. due date & time for submission of bids, will not be accepted and returned unopened to the BIDDER, without any prejudice by hand / speed post / courier services.

3.7. Validity of the Offer

180 days from the date of opening of the Technical bid.

3.8. Transfer and Sub-letting

The bidder shall not sublet, transfer, assign or otherwise part with the acceptance to the tender or any part thereof, either directly or indirectly, without the prior written permission of the Purchaser.

3.9. Financial Evaluation

The financial bids of only those bidders shall be opened who have been found to be technically eligible. The financial bids shall be opened in presence of representatives of technically eligible bidders, who may like to be present. The Institute shall inform the date, place and time for opening of financial bid.

3.10. Deadline for Submission of Bids

Bids must be received by NIPER, Hajipur-844102 before the due date and time at the address specified in the tender document. In the event of the specified date for the submission of bids being declared as a holiday or for any reasons, remains closed for NIPER-Hajipur the bid-closing deadline will stand extended to the next working day up to the same time without any further notice.

SECTION 4: TERMS & CONDITIONS OF CONTRACT

4.1. Award of Contract

- 4.1.1. A panel of bidders / suppliers shall be selected for rate contract.
- 4.1.2. The Empaneled suppliers will abide by all the Terms & Conditions of the Tender Document.
- 4.1.3. The qualified suppliers will be empaneled initially for the period of one year and may be extended further for one / two years subject to annual revision, if their performances found satisfactory.
- 4.1.4. The Rate contract will be terminated, in case, there is loss or damage to the equipment or unsatisfactory **services**. The NIPER-Hajipur will make good for such losses by adjustment / deductions from the Security Deposits, in case, it is not done by the bidder.
- 4.1.5. **If the quality of product and service provided is not found satisfactory, NIPER-Hajipur reserves the right to cancel or amend the contract. We may remove or add any suppliers during the contract without prior notice.**
- 4.1.6. The NIPER-Hajipur reserves right to keep number of firms in Rate contract for similar items during the period of Rate Contract with one or two parties.
- 4.1.7. All the discounts quoted shall be against the latest catalogue price.

4.2. Prices

- 4.2.1. Bid Prices **must be submitted in enclosed price bid form only.**
- 4.2.2. If the price is not quoted in **Price Bid Form** provided in tender document then, NIPER-Hajipur will reject the bid along with forfeiting Earnest Money Deposit (EMD). If supplier wishes to give pricing details may be attached in separate sheet.
- 4.2.3. The supplier shall pay and bear all other liabilities, taxes and duties not specifically agreed by the Purchaser in the contract.
- 4.2.4. GST will be as applicable.

4.3. Terms of Payment

- 4.3.1. Payment within 30 days from the date of delivery and Acceptance Certificate of concerned Department / Section / Materials Management Division. **No advance payment will be made for the supplies.** No Bill for part payment

will be entertained. No payment will be made for unsatisfactory supply.

- 4.3.2. Payment shall be made through **PFMS** / RTGS / Electronic fund transfer offered by the Bank.

4.4. Delivery Schedule

- 4.4.1. Free delivery at NIPER-Hajipur within 30 days from the date of receipt of Purchase Order.

- 4.4.2. Non-availability of the stock should be informed in writing immediately. No part-supply will be allowed. But may be allowed on genuine cases, on written request only.

- 4.4.3. **Defective** items or items not as per given brands or samples or **specifications**, if any, supplied must be taken back, and be replaced with no additional cost.

- 4.4.4. Delivery of consumables within 24 hours up to 5.00 pm of the next day, unless delay is specified while taking order.

4.5. Earnest Money Deposit (EMD) & Security Deposit

- 4.5.1. Earnest Money Deposit (EMD) of Rs. 50,000/- (fifty thousand) in the form of Demand Draft in the favour of **Director, NIPER, Hajipur** payable at Hajipur to be submitted in Technical Bid. **If it's not found in Technical Bid, submitted bid will be Rejected.**

- 4.5.2. No interest shall be payable by the **Buyer** to the **Bidder** on Earnest Money for the period of its currency.

- 4.5.3. EMD of unsuccessful bidders will be returned within 30 days after the award of the contract.

- 4.5.4. For successful bidder, EMD will be converted to Security Deposit and will be retained with NIPER, Hajipur till the expiry / termination of rate contract without interest. The Security Deposit will be returned after satisfactory performance of the work and on completion of all obligations under the Contract terms.

- 4.5.5. EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or derogates from the tender in any respect within the period of validity of its tender. Further, if the successful tenderer fails to furnish the required performance security within the specified period, its EMD will be forfeited.

- 4.5.6. Bidders registered with any of the following agencies / bodies as per Public procurement policy for Micro & Small Enterprises (MSE) Order 2012 are

exempted categories from payment of EMD provided that the registration certificate issued by any one of these below mentioned agencies must be valid as on close date of tender. Micro Small or Medium Enterprises who have applied for registration or renewal of registration with any of these agencies / bodies but have not obtained the valid certificate as on close date of tender are not eligible for exemption.

- [i] Khadi and Village Industries Commission (KVIC)
- [ii] National Small Industries Corporation (NSIC)
- [iii] Any other body specified by Ministry of MSME / GOI

4.6. Penalty/ Liquidated Damages

- 4.6.1. Timely delivery is essence of the contract and hence if any consignment is delayed, liquidated damages at the rate 0.5% of the price of the delayed consignment, for each week or part whereof shall be levied and recovered subject to maximum of 10% of total purchase order value.
- 4.6.2. NIPER, Hajipur reserves the right to cancel the order in case the delay is more than 8 weeks. Penalties if any will be recovered by forfeiting security deposit at vendor's cost and risks.

4.7. Force Majeure

Force Majeure will be accepted on adequate proof thereof.

4.8. Legal matter: Jurisdiction of District court Vaishali, Hajipur only.

In the event of any dispute over this contract, decision of NIPER-Hajipur shall be final and binding.

4.9. Discount

Discount should be mentioned in price bid with reference to your price list / catalogue price. Bidders should submit their price list / catalogue valid for one year.

4.10. Appointment of Local Dealer/Stockiest

- 4.10.1. The **Open Equipment** Manufacturers (OEMs) / principals offering the Tender may furnish the name and address of their local distributor / dealers, for expeditious supply for which OEM may endorse their local agents. In such cases, where local dealers / stockiest has been nominated by the principle, the bill raised by them against our purchase order will be accepted.
- 4.10.2. Any addition and deletion of dealership / distributorship shall be intimated to the undersigned immediately on authorization of new party.

4.11. Taxes & Duties

As per Govt. of India Notification No. 51/96 Custom dated 23rd July 1996, NIPER Hajipur is exempted from Custom duty and IGST (substituted under Notification No. 43/2017 dated 30th June 2017) for all research equipment. We shall provide all the documents under this notification to enable you to clear the goods without payment of Custom duty, whenever required. Please state clearly that this certificate is required.

4.12. General

- 4.12.1. NIPER-Hajipur reserves the right to enter into parallel Rate contract for similar items any time during the period of Rate Contract with one or more parties.
- 4.12.2. The Rate Contract can be terminated at any time by either party with 30 (thirty) days' notice period.
- 4.12.3. The materials so supplied will have to be of high quality & grade and in the event if chemicals are found to be of inferior quality, the supplier is liable to be banned or suspended from doing business in NIPER-Hajipur.
- 4.12.4. Mere submission of application / proposal does not imply acceptance of the same at this end. The firms will be enlisted only after meeting the laid down qualifying parameters for which decision of NIPER-Hajipur shall be final and binding on the parties.
- 4.12.5. Enlistment under Rate Contract with this Institute does not ensure business of any quantum, whatsoever. Any deviation from the Terms & Conditions mentioned above will imply disqualification for the firm.

SECTION 5: PRICE BID

S. No.	Chemical Brand	Discount on Catalogue Price %	GST %
1.			
S. No.	Glassware Brand	Discount on Catalogue Price %	GST %
1.			
S. No.	Labware Brand	Discount on Catalogue Price %	GST %
1.			

- Note**
- [i] You can quote for all or any one from the above.
 - [ii] It is mandatory to submit latest printed Catalogue (Hard Copy) of the manufacture along with the technical bid.

Place : GST Registration No.:

Date : Signature:

Name:

Office Address:

Affix Rubber Stamp:

SECTION 6: ANNEXURE 1 : BIDDER'S INFORMATION**(On Company / Firm's Letterhead)**

1.	Name of the Bidder	:	
2.	Registered office / shop address of the Bidder	:	
3.	Details of the Incorporation/Shop Establishment License of the Company	:	Registration No.
4.	Valid GST Registration No.	:	
5.	Permanent Account No. (PAN)	:	
6.	Name & Designation of the Contact person to who all references shall be made regarding this tender.	:	
7.	Address for Communication	:	
8.	Email Address of the contact person	:	
9.	Telephone No. (with STD Code)	:	
10.	Fax No. (with STD Code)	:	
11.	Type of Bidder (Tick the relevant)		
	[i] Manufacturer	:	
	[ii] Stockist / Chemicals	:	
12.	Name & Address of the Local Authorised Dealer / Distributors / Stockist (if applicable)		
	[i] Valid GST Registration No.	:	
	[ii] Permanent Account No. (PAN)	:	

SECTION 6: ANNEXURE 2: DECLARATION REGARDING CLEAN TRACK

(On Company / Firm’s Letterhead)

Date:

To,

The Director
National Institute of Pharmaceutical Education &
Research (NIPER)
E.P.I. P. Campus, Industrial Area
HAJIPUR – 844 102, Bihar, India

Ref. Tender No. ---- /Chemical / Glassware / Labware / 2018-19 dated ... for “Empanelment and Annual Rate Contract of Suppliers for Chemical, Glassware & Labware Items”

Sir /
Madam,

I/we carefully gone through the Terms & Conditions contained in the above referred Tender. I/we hereby declare that my company / firm is not currently debarred / black listed / convicted by any Government / Semi Government Organizations / Institutions in India or abroad. I/we further certify that I'm competent officer in my company / firm to make this declaration.

Or

I/we declare the following

S. No.	Country in which the company is debarred / blacklisted / case is pending	Black listed / debarred by Govt. / Semi Govt. Organizations / Institutions	Reason	Since when & for how long
1.				

Note: In case the company / firm was blacklisted previously, please provide the details regarding Period for which the company / firm was blacklisted and the reason(s) for the same.

Yours faithfully,

(Signature of the bidder with date and name)

Company Name

Designation

Seal

SECTION 6: ANNEXURE 3: DECLARATION REGARDING CLEAN TRACK

(On Company / Firm's Letterhead)

To,

Date:

The Director
National Institute of Pharmaceutical Education &
Research (NIPER)
E.P.I. P. Campus, Industrial Area
HAJIPUR – 844 102, Bihar, India

Ref. Tender No. NIPER-HJP / RC / CGL / 01 / 2018 – 19,
dated: 05.03.2019 for **“Empanelment and Annual Rate Contract of
Suppliers for Chemical, Glassware & Labware Items”**

Sir,

[1] I/we hereby declare that, our firm's Annual Turnover and I/we have also supported an Audited Accounts for your references:

FY 2016 – 17	FY 2017 – 18

[2] I/we hereby declare that, our firm had filed Income Tax Returns for last two years i.e. FY 2017-18 & 2018-19. Supported by copy of ITR of two years.

Yours faithfully,

(Signature of the bidder with date and name)

Company Name

Designation

Seal

Business Address:

SECTION 6: ANNEXURE 4: CLIENT EXPERIENCE DETAILS

(On Company / Firm's Letterhead)

To,

Date:

The Director
National Institute of Pharmaceutical Education &
Research (NIPER)
E.P.I. P. Campus, Industrial Area
HAJIPUR – 844 102, Bihar, India

Ref. Tender No. NIPER-HJP / RC / CGL / 01 / 2018 – 19,
dated: 05.03.2019 for **“Empanelment and Annual Rate Contract of
Suppliers for Chemical, Glassware & Labware Items”**

Sir,

Brief particulars of the similar work done in government institutions:
(Please attach copy of work orders)

S. No.	Order placed by (full address of Client)	Order No. & Date	Item Description	Value of the Order	Date of Completion of Contract	Contact person along with Tel. No. & Email address
1.						
2.						
3.						

Yours faithfully,

(Signature of the bidder with date)

Printed Name

Company Name

Designation

Seal

Business Address:

Enclosure: As above.

SECTION 6: ANNEXURE 5: UNDERTAKING

(On Company / Firm's Letterhead)

1. We hereby declare that all the particulars given in this Tender are true and complete to the best of our knowledge and belief and we will produce all the relevant documents promptly, if necessary or as and when asked by NIPER-Hajipur.
2. We understand that information provided by us will serve the Criteria for enlistment of **Annual Rate Contract** and in the event of any information being found false or incorrect or ineligibility being detected even after the approval of Rate Contract our contract may be cancelled and all our claims may be forfeited by NIPER-Hajipur.
3. We have read and understood all the Terms and Conditions of Tender and we fully agree to it.
4. We also declare that we will not sell our products at a lesser price to other parties than those given to you and in the event of happening of such situation, we will be bound to refund the difference and our enlistment may be cancelled at the discretion of NIPER-Hajipur.
5. We also undertake that all the terms - such as Product Range, Price, Discount, Delivery/other charges, Terms of payment and also the name/s of the Dealer/Distributor will remain unchanged during the period and no alteration will be done without your official approval.
6. However, we will Promptly change our distributor / supplier if a request/complaint is received from your end with regard to this effect due to any reason.

(Signature of the bidder with date)

Printed Name

Designation

Seal

Business Address:

SECTION 7: CHECKLIST

The following items must be checked before the Bid is submitted:

1.	ENVELOPE – 1 : “TECHNICAL BID”	
1.1.	Demand Draft for Rs. 1,000=00 (one thousand) towards Tender documents and processing (non-refundable)	
1.2.	Demand Draft for Rs. 50,000=00 (fifty thousand) towards Earnest Money Deposit	
1.3.	Eligibility Criteria Responses (each page duly sealed and signed by the authorized signatory)	
1.4.	Copy of this Tender document duly sealed and signed by the authorized signatory on every pages.	
1.5.	Annexure 1 : Bidder's Information	
1.6.	Annexure 2 : Declaration Regarding Clean Track by Bidder	
1.7.	Annexure 3 : Declaration of Annual Turnover and Income Tax Return	
1.8.	Annexure 4 : Client's Experience Details	
1.9.	Annexure 5 : Undertaking	
2.	ENVELOPE - 2 : “PRICE BID”	
2.1.	Price Bid	
<p>Note: Your quotation must be submitted in two envelopes Technical Bid (Envelope 1) and Price Bid (Envelope 2) super scribing on both the envelopes the Tender No. and the due date and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed with our Tender No. NIPER-HJP/RC/CGL/01/2018 - 19 & due Date.</p>		

A. TERMS AND CONDITIONS

The price bids shall remain valid for a period of 90 (ninety) days from the date of opening of technical bid. NIPER-Hajipur reserves the right to reject a bid valid for a period shorter than 90days as non-responsive without any correspondence.

The delivery period should be within 1 (one) month from the date of receipt of order. Bids offering delivery period beyond stipulated time period will be treated as non-responsive and will be summarily rejected.

The prices quoted by the bidder in the price bid are final and no adjustment of the same shall be made on account of any variations in costs of materials or any other cost component affecting the total cost in fulfilling the obligation under the contract. The prices once offered shall remain firm and fixed and shall not be subject to escalation for any reason whatsoever during the currency of the contract.

B. ASSISTANCE TO BIDDERS

Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

C. ELIGIBILITY CRITERIA

Only such bidders who meet the eligibility criteria specified below will be eligible to respond to this notice inviting tender (NIT). The pre-qualification criteria for the participating bidders are as given below:

The Bidder should be Registered Firm / Company or OEM / Authorized Dealer / Distributor / Supplier of OEM. As proof of same an attested copy of TIN No. and PAN No should be submitted. Sales Tax & Income Tax registration also need to be furnished along with the technical bid. Bids from authorized distributors / dealer / supplier of OEM shall also be accepted, subject to the furnishing of a certificate from OEM authorizing them to bid on their behalf.

The proof of the bidders (authorized representative firm / Company / OEM) as income Tax assessee (In the form of income Tax Return) for at least preceding 3 (three) years should be enclosed.

The bidder should be in the business of supplying chemicals to reputed Educational Institutes (Institutions of recognized Universities etc.).

Bidder should not be blacklisted by Central Government, State Government or any other Institute(s) / Organization.

D. FINAL DECISION MAKING AUTHORITY

NIPER-Hajipur reserves the right to accept or reject any bid and to annul the process and reject all bids at any time, without assigning any reason or incurring any liability to the bidders. No claim whatsoever will be entertained / paid by the Institute to the bidder(s).

E. SUMMARILY REJECTION OF TENDER

The tenders after due date and time shall be summarily rejected. Similarly, if the bidder proposes any alternation in or additions to the prescribed form of tender or decline to carry out any work of the tender document; or any conditions mentioned, etc., his/her tender is liable to be rejected.

F. AMENDMENT OF TENDER DOCUMENT

Before the deadline for submission of tender, the Institute may modify the tender document by issuing addendum / corrigendum.

Any addendum / corrigendum thus issued shall be a part of the tender document and shall be uploaded on the Institute website (www.niperhajipur.ac.in) and CPP portal <https://eprocure.gov.in/eprocure/app>.

Prospective bidders must visit the website before filling and submission of Tender Document for such information.

G. ARBITRATION AND SETTLEMENT OF DISPUTES

In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Director or any other person as approved by the Director, NIPER-Hajipur. There will be no objection for any such appointment on the found that the arbitrator is an Employee of NIPER-Hajipur or that he/she has to deal with the matter to which the agreement relates or that in course of his/her duties as NIPER-Hajipur Employee he/she has express views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties.

The arbitrator may from time to time with the consent of parties change the time for making and publishing the award. Subject to India Arbitration and Conciliation Act 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.