



राष्ट्रीय औषधीय शिक्षा एवं अनुसंधान संस्थान (नाईपर) -गुवाहाटी

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

(औषध विभाग, रसायन एवंउर्वरक मंत्रालय, भारत सरकार)

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

Near Dr. Bhupen Hazarika Regional Govt. Film & Television Institute, Sila Village, Changsari, Kamrup (R),
Guwahati-781101, Assam

Ref. No.: NIPER-G/54/ARC-CHEM/2018-19

Date: 02.12.2020

To,

All interested Manufacturers/ Principals/

Authorized Local Agents

Sub: Notice Inviting Applications for Annual Rate Contract for supply of Chemicals, Glassware, Plasticware, Filtration, etc. to be effective from 1st January, 2021 to 31st December, 2021

The Director, National Institute of Pharmaceutical Education and Research, Guwahati invites applications for entering into Annual Rate Contract (ARC) for supply of Chemicals, Glassware, Plasticware, Filtration, etc. mentioned at ANNEXURE-I from reputed Manufacturers / Principals / Authorized Local Agents.

The sealed envelope containing the application as per format at ANNEXURE-II, duly complete in all respects, along with all the necessary documents should be submitted to the Director, NIPER-Guwahati, SilaKatamur (Halugurisuk), P.O: Changsari, Dist. Kamrup (R), Assam, Pin: 781101 latest by 23rd December, 2020 upto 17.00 hrs. The offers so received will be opened by the Authorised Officials on 24th December, 2020 at 11.00 hrs in presence of applicants or their representatives, if any.

You are requested to carefully read and understand Application Instructions, Terms and Conditions of the proposal and make sure you accept the terms and conditions and then only fill out the application form. Application, which is not in compliance with the instructions, terms and conditions, is liable to be rejected / cancelled.

Please note that any form of canvassing for entering into ARC will be viewed seriously and could jeopardize the chances of your firm being on ARC with NIPER-G, even if you are otherwise found eligible.

Right to reject any or all offers, without assigning any reason thereof, is reserved by Director, NIPER-G.

Sd/-
Registrar

APPLICATION INSTRUCTIONS

1. Important date:
Due date of submission : 23rd Dec 2020, up to 17.00 hrs
Date of opening applications: 24th Dec 2020, at 11.00 hrs
2. **Details of Application:** Details of ‘terms and conditions, application form, etc.’ are to be directly downloaded from Central Public Procurement Portal <https://eprocure.gov.in/cppp/> or our official website <http://www.niperguwahati.ac.in> .
3. **Postal address:** The application must be addressed to “The Director,NIPER-Guwahati, near Dr. Bhupen Hazarika Regional Govt. Film & Television Institute, SilaKatamur (Halugurisuk), P.O: Changsari, Dist. Kamrup (R), Assam, Pin: 781101. The envelope must be superscribed with ‘APPLICATION for ARC ofCHEM, ETC.’”
4. **Late and delayed offer:** Late and delayed offers will not be considered. In case any unscheduled holiday occurs on the prescribed closing / opening date the next working day shall be the prescribed date of closing / opening.
5. **Incomplete application:** Application(s) not in compliance with the application terms and conditions shall be treated as incomplete and the same shall summarily be rejected.
6. Demand Draft towards EMD should be drawn in favour of ‘Director, NIPER-Guwahati’. The DD should be issued by a commercial bank.

TERMS AND CONDITIONS

1. Validity of Rate and the Contract:
 - a) Catalogue should be submitted.
 - b) ‘Rates’ of the catalogues must be valid for a period of one year from the date of award of contract.
 - c) No price enhancement will be accepted during the period of contract.
 - d) NIPER Guwahati shall be entitled to the benefit of any decrease in price during the currency of the Rate Contract.
 - e) Rate Contract will remain in force for purpose of delivery for all the stores ordered during the period of the rate contract until deliveries have been completed.
2. Authorized Local Agent or Vendor:
 - a) As far as possible the applicant has to supply directly to NIPER G.
 - b) In cases where direct supply of item by applicant is not feasible, the applicant may authorize its local agents / dealers / vendors to execute purchase orders and supply the products on time.
 - c) In those cases the applicant is encouraged to authorize more than one upto maximum three local agent / dealer / vendor.
3. Earnest Money Deposit (EMD) :
 - a) EMD of the amount for each category of product mentioned in Annexure I should be submitted as indicated above. Applications not accompanied by the requisite amount of Earnest Money Deposit will be rejected.
 - b) The EMD shall be forfeited if the successful applicant fails to submit Performance Bank Guarantee.
 - c) The EMD of unsuccessful applicants will be refunded without interest after award of the contract.
 - d) Submission of EMD is exempted under the following two conditions:
 - i) Firms which are specifically registered for the required items with MSME. Copy of valid registration must be enclosed along with the quotation.
 - ii) Vendors must have successfully executed two Purchase Orders in the last three Financial Years in NIPER Guwahati. Copies of the PO must be enclosed.

4. Discount:
 - i) The applicant should submit the offer of discount on current price list / Catalogue 2020-21. Although selection will be based on quality of the offered items and credentials of the principal and their authorized local agent, due weightage will be given on discounts offered.
 - ii) If the discount varies with the quantity, the vendor should provide complete details with the quantity and offered discount.
 - iii) Special Seasonal Discount: If it is more than the Rate Contract the vendor should provide prior information to NIPER-G with details such as period of discount, rate of discount, etc. In such cases if special discount is more beneficial NIPER-G may accept the discount.
 - iv) The local agent may offer additional discount over and above the discount given by the Principal Company with consent of the principal company.
5. **Performance Bank Guarantee (PBG):**

The successful applicant shall furnish an unconditional Performance Bank Guarantee (PBG) as per Format at **Annexure-III**, within 21 days of Annual Rate Contract (ARC) award by NIPER Guwahati, for Rs 50,000.00 (Rupees fifty thousand only), valid till **14** months from the date of the award, failing which the ARC award shall stand cancelled and the EMD shall be forfeited.
6. **Guarantee / Warranty:**
 - a) The applicant shall be fully responsible in case of any discrepancy found in regard to quality / quantity / packages or any other defect found at the time of use. In all such cases vendor will provide free replacement within 15 (Fifteen) days from the date of notification by NIPER-G.
 - b) No alteration of price(s) and quantities / packing etc. to the disadvantage of NIPER-G is allowed during the period of the contract.
 - c) The applicant must ensure that no product under this Rate Contract is sold at a lesser price than the price offered to NIPER-G by anyone including their local agent or any other party(ies).
7. **Delivery :**
 - a) **FOR Delivery:** Delivery / supply will be made on F.O.R. basis to the Stores & Purchase Section of NIPER-G.
 - b) **Top Priority:** Delivery under this rate contract must be given top priority over any other purchase orders by the principal and its authorized dealers.
 - c) **Time Limit:** Maximum 15 (fifteen) days for indigenous items and 45 (forty-five) days for imported items from the date of issue of Purchase Order.
 - d) **Delivery Time:** The goods must be delivered during working days and working hours between 9.30 am to 5.00 pm. Goods brought outside these hours may be returned.
 - e) **Safe Delivery responsibility of Supplier:** All aspects of safe delivery shall be the exclusive responsibility of the vendor / supplier. Freight and insurance charges, if any, will be borne by the supplier. Similarly, shortage, damage, pilferage, etc. if any during transit will be made good by the supplier.

The intact condition of the package and the seal / indicators for not being tampered with, as applicable, shall form the basis for certifying the receipt in good condition. Hence, vendor(s) must in their own interest make sure consignments are securely and properly packed and every precaution is taken to avoid loss or damage during transit.
 - f) **Insurance:** The supplier, in their own interest, is to establish All Risk Transit Insurance' coverage till door delivery at NIPER Guwahati.
 - g) **No part delivery:** Part delivery will not be allowed.
8. **Supply of latest product:** Supply must be made from the latest batch of production with the maximum life period & original packing.
9. **Vendor to execute Purchase Order Irrespective of value:** The order will be placed as per requirement irrespective of value of the order.
10. **Late and delayed offer:** Late and delayed offer will not be considered. In case any

unscheduled holiday occurs on the prescribed closing/opening date the next working day shall be the prescribed date of closing / opening.

11. **Application Opening:** All the applications will be opened in the Conference Hall of NIPER Guwahati on 24th December, 2020, at 11.00 hrs. in the presence of applicants or their representatives, who attend the same.
12. **Submission of Pricelist / Catalogue / Brochure:** Application must be accompanied with Pricelist / Catalogue / Brochure / Pamphlet Book - one in hard copy and one in pen drive containing one editable Soft Copy (in excel / word file) and one pdf copy.
13. **Selection as per laid down conditions:** Mere submission of application does not imply acceptance of the same at this end and the applicant will be enlisted only after meeting the laid down qualifying parameters and the decision of NIPER-G will be final in the matter.
14. **No quantum business is assured:** Enlistment under Rate Contract with NIPER-G does not ensure business in high quantum. The applicant and its authorized vendor should be willing to promptly supply even very low quantities of items under ARC on the ARC prices & terms to NIPER-G. Refusal to do so will be viewed as default under the ARC.
15. **RC offer only for items applied:** The offer will ONLY be considered for the products of the Product Category for which the applicant has applied. Other product category items even if it is provided in the catalogue will NOT be included in the ambit of ARC.
16. **RC Rate applicable for all purchases:** The rates and terms of this Rate Contract once approved is also applicable to purchases made on 'Cash Purchase Basis' by students/Faculties of NIPER-G. Therefore applicant(s) or their Agent(s) will not be allowed to charge higher prices than those approved under the Rate Contract for such supplies.
17. **Maintenance of Sufficient Stock:** Applicants shall ensure that their authorized vendors maintain sufficient stocks and shall make deliveries against Purchase Orders from such stocks as and when required. As the Rate Contract has been agreed upon with a clear understanding that materials in the Catalogue (original applications) are available with the applicant and with its vendor, no representation on non-availability of material ordered should be made by the applicant or its vendor.
18. In case of emergency or inability of the RC supplier, NIPER-G reserves the right to purchase the same item through ad hoc contract from a new supplier.
19. **Automatic cancellation of PO:** The PO shall be deemed automatically cancelled in case a supplier / vendor failed to execute the PO within the stipulated time without prior approval from NIPER-G.
20. **Applicant/Vendor to ensure correctness of PO:** The applicant and its vendor on receipt of the Purchase Order shall check it for correctness as per the terms & conditions of the RC and immediately write to the Purchase Officer for correction / amendment if any. The firm must pay particular attention to the correctness of item nomenclature, catalogue number, unit price, packing quantity etc. in order to avoid any dispute at a later stage.
21. **Printed terms and conditions of the applicant:** Printed terms and conditions of the applicant on their Application Form / literature / letter etc. if any, will not be binding on NPER-G. The offer can even be rejected in the event of such terms and conditions being not in conformity with the one specified by NIPER Guwahati.
22. **Blacklisted vendors:** Applicants or authorized vendors who are blacklisted by any Government Institute or organization will not be accepted. If a firm is blacklisted by any other reputed government institution, then the firm must declare so by giving reasons for the blacklisting by that institute/organization. The decision of NIPER-G in regard to accepting or rejecting such application(s) if any will be final. Suppression of any information in this matter will invite cancellation of the ARC with forfeiture of EMD money or PBG as the case may be.
23. **Imported items:** Following must be submitted:
 - a) Prices list indicating rates in foreign currency as well as in INR prices.

- b) Copy of Custom Bonded Warehouse License / certificate.
 - c) Authorization from the Foreign Principal (in case of Agents).
24. **Payment:**
- a) In case of indigenous and Customs Bounded Warehouse items payment will be made within 30 days of acceptance of the goods by the end-users/indenters.
 - b) No payment will be made for unsatisfactory supply.
 - c) No advance payment shall be allowed under this Rate Contract.
25. A Copy of self-attested Income Tax PAN card must accompany the application.
26. **Goods and Service Tax (GST):**
- a) A copy of self-attested up-to-date Sales Tax clearance certificate / proof must be enclosed.
 - b) A copy of self-attested GST Registration Certificate of the firm must be enclosed.
 - c) GST Deduction at source as per Order/notification of the Govt. of India will be applicable.
 - d) GST No of **NIPER** Guwahati is **18AAAJN1079N1ZP**.
 - e) HSN/SAC No. of the items along with GST No. of firm must be clearly mentioned in the Catalogue.
27. **Termination of the RC & forfeiture of PBG for default:**
- The Rate Contract can be cancelled and PBG forfeited on the following grounds:
- a) If the supplier fails to comply with any of the terms and conditions mentioned in the Rate Contract agreement and the Purchase Order without prior approval of NIPER-G.
 - b) If any of the ordered items is found to have poor quality, poor workmanship, faulty designs, poor performance, etc.
- Under the above circumstances the Competent Authority of **NIPER**, Guwahati, may take one or all of the following actions as deemed appropriate:
- a) Order to procure upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items/products and the defaulting supplier shall be liable to compensate NIPER-G for any extra expenditure involved towards goods and services obtained.
 - b) Terminate the contract and forfeit the PBG.
 - c) Terminate the contract, forfeit the PBG and blacklist the vendor.
28. **Force majeure:**
- If the performance of the obligation of either party is rendered commercially impossible by any of the events hereafter mentioned, that party shall be under no obligation to perform the agreement under order after giving notice of 10 days from the date of such an event in writing to the other party, and the events referred to are as follows:
- a) any law, statute or ordinance, orders or regulations of the Government of India,
 - b) Any kind of natural disaster, and
 - c) Strikes, acts of the Public enemy, war, insurrections, riots, lockouts, sabotage.
29. **Applicable law:**
- a) The contract shall be governed by the laws and procedures established by Govt. of India and subject to exclusive jurisdiction of Competent Court and Forum in Guwahati, India only.
 - b) Any dispute arising out of this contract shall be referred to the Director **NIPER** Guwahati, and if either of the parties hereto is dissatisfied with the decision, the dispute shall be referred to the decision of an Arbitrator, who should be acceptable to both the parties, to be appointed by the Director, NIPER-G. The decision of such Arbitrator shall be final and binding on both the parties.
30. The Director, NIPER-G reserves the right to reject any / all the application(s) without assigning any reason(s) whatsoever.

Sd/-
Registrar