



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

## **Tender Document**

**For**

## **Annual Rate Contract for Supply of Gases**

### **TENDER INVITING AUTHORITY**

**NIPERH, HYDERABAD**  
**BALANAGAR, HYDERABAD- 500037 (TELANGANA STATE)**  
**Tel.No.91-40-23074749, 91-40-23074750 (Extn-2018)**  
**Email: [sp@niperhyd.ac.in](mailto:sp@niperhyd.ac.in)**

## TimeLine

<b>Name</b>	<b>Annual Rate Contract for Supply of Gases</b>
<b>Date of Publishing</b>	20/09/2023 at 6.00PM
<b>Clarification Start Date and Time</b>	20/09/2023 at 6.00PM
<b>Clarification End Date and Time</b>	10/10/2023 at 5PM
<b>Queries (if any)</b>	No queries will be entertained after clarification end date and time
<b>Bid Submission Start Date</b>	20/09/2023 at 6.00PM
<b>Pre Bid Meeting Date</b>	NA
<b>EMD Amount</b>	Rs 28000/- in the name of NIPERH RESOURCES
<b>Last Date and time of uploading of Bids</b>	11/10/2023 at 5PM
<b>Last Date and time of submitting , EMD and other documents at NIPER Hyderabad(if any)</b>	11/10/2023 at 5PM
<b>Date and time of opening of Technical Bids</b>	12/10/2023 at 5PM
<b>Date and time of opening of Financial Bids</b>	Will be separately notified for Technically shortlisted/qualified bidders

The tender document along with other details may be viewed and downloaded from the CPP Portal <http://eprocure.gov.in/eprocure/app>. No physical bids will be accepted.

E-tender / Online bids are invited for reputed firms from eligible bidders for Annual Rate Contract for Supply of Gases under two bid system.

The EMD amount of Rs.28000 /- (Rupees Twenty-Eight Thousand Only) in the form of Demand Draft from any of the reputed commercial/Nationalized bank and a tender fee amount of Rs. 1000/- (Rs. One Thousand Only) in favour of NIPERH RESOURCES Hyderabad, Balanagar – 500037 should be submitted on or before the last date of Bid Submission i.e. 11/10/2023 latest by 05:00 PM to avoid disqualification.

Please note all bid related documents scanned copy is to be submitted on the CPP portal, only the Demand Draft regarding Tender Fee and EMD / Security Deposit has to physical reach on above mentioned address. (If applicable)

The acceptance of the quotation will rest with the competent authority of NIPER Hyderabad who does not bind to accept the highest discount quotation and reserves the right to reject, or partially accept any or all the quotations received without assigning any reason thereon.

### EXPECTED ANNUAL REQUIREMENT

S. No	Particulars	Expected annual requirement *
1.	Argon gas cylinder (UHP Grade 99.999% in 7.0 cum cylinder)	120 Nos
2.	Carbon Dioxide gas cylinder (HP grade 99.99% in 31 KG cylinder)	60 Nos
3.	Oxygen gas cylinder (99.9% in 7.0 cum cylinder)	30 Nos
4.	Hydrogen gas cylinder (99.99% in 7.0 cum cylinder)	30 Nos
5.	Nitrogen gas cylinder (UHP Grade 99.999% in 7.0 cum cylinder)	120 Nos
6.	Zero Air gas cylinder(99.99% in 7.0 cum cylinder)	50 Nos
7.	Liquid Nitrogen in Litre (in Cryo can)	10000 Ltr

\*-This is an approximate estimate. The same may increase or decrease as per project requirements. The tenderer does not guarantee that the final requirement will be in line with the number given in the table. No claim in this regard will be entertained.

## **ELIGIBILITY CRITERIA**

### **Technical Bid:**

The Bidders, who fulfill the following requirements on their own, shall only be eligible to apply

1. The Bidder must not be blacklisted / suspended or any service related dispute with any organization / Govt. Organization in India or outside. A declaration to that effect has to be submitted.
2. PAN details
3. TAN details
4. GST Registration Certificate
5. The bidder should have prior experience (minimum 1 year) of execution of similar working supplying/ refilling gases at Government/ Autonomous Institutions/ Government Research Centers/ Universities/Reputed Private institutions. Necessary supporting documents i.e., work completion certificates for supporting above requirements to this effect must be submitted.
6. Valid MSE/NSIC certificate for the items being tendered, If applicable
7. Certificate of No Deviation
8. Declaration for acceptance of tender terms and conditions
9. The concerned firm / company whose product has been declared as of spurious or adulterated quality and any criminal cases is filed and is pending in any court shall not be eligible to participate in the bidding process. Convicted firms / company shall also not be eligible to participate in the bid. Similarly, blacklisted / banned / debarred firms/ company by any central/ state govt. or its organization or autonomous bodies or central drug Procurement agency is not eligible to participate in the bid.

### **Financial / Price Bid:**

Price must be quoted as per the format specified; failing which tender shall be summarily rejected. L1 bidder will be decided based on the base price including GST quoted only.

## **TERMS AND CONDITIONS**

1. The bidder should have a place of business in Hyderabad Region and the complete Postal Address, Telephone / Mobile / Fax / E-mail address, etc. should be provided, while submitting the tender form.
2. The firm should preferably be a manufacturer of gases as listed in this tender and should have valid manufacturing license issued by the concerned Govt entities. A copy of the same has to be attached.  
**Authorization Letter:** Valid authorization certificate from OEM should be submitted if incase the dealer participates on behalf of OEM.
3. The supplier has to arrange for lifting of cylinders from NIPER Hyderabad and refill the same with gases as and when requested. A detailed estimate regarding the approximate annual requirement is mentioned above.
4. To avoid emergency situations adequate stock level to be maintained all the time.
5. All cylinders/tank supplied by the firm must strictly meet all regulatory requirements including filling norm as per latest rules.
6. The rejected supply, if any, should be taken back and replaced by the firm at its own cost within the specified period.
7. The firm should not demand for security, caution money, rent / maintenance charges, holding or transportation charges, initial installation or uprooting charges or any other charges not mentioned in the price bid for cylinders
8. Firm must give an undertaking to the institute that they will provide an uninterrupted supply of all gases in time and as per requirement.

## **SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

9. The tender is initially for a period of one year and may be renewed for further period on mutual consent, subject to the satisfactory performance of the party with same or better quoted discount, terms and conditions.
10. The items will have to be supplied F.O.R. National Institute of Pharmaceutical Education and Research, Hyderabad. The delivery charges shall be borne by the suppliers if five or more cylinders or (110 liters or more liquid nitrogen) are requested at a time by the buyer in an order. No extra transportation / cartage charges will be provided for the same.
11. The cylinders should be securely packed to avoid damages etc. in transit.
12. NIPER Hyderabad shall be the sole authority to cancel or amend the order, as per requirement, and also to place order for supply of item.
13. The firm should have availability of a responsible person on call on all working days between 09:30 AM to 06:00 PM.
14. The material should be delivered at F.O.R basis at Store Section, NIPER Hyderabad between 10:00 hrs to 16:00 hrs on all working days.

15. One-time Order shall be issued for tentative annual requirement on actual need basis. Further orders may be communicated through Mail/Phone as and when required. Bills in triplicate for the items supplied by the selected firm(s) should be raised for payment. Payment shall be released after it is ensured that the items/quantity and quality of items supplied are to the entire satisfaction of the Indenter and accepted. If any item is found to be defective, or not of the desired quality, the same shall be replaced immediately, for which no extra payment shall be made by NIPER Hyderabad.
16. The selected Annual Rate Contract holder firm shall also provide the name and mobile number of a key person, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to NIPER Hyderabad.
17. The NIPER Hyderabad reserves the right to place an order for supply of any items mentioned in the Financial Bid or otherwise, to any other firm(s), if required.
18. Disclaimer: The near relatives of NIPER Hyderabad employee are prohibited from participation in this tender. Any information furnished by the bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering / taking up of work in NIPER Hyderabad.
19. No revision in rate (on higher side) will be accepted during contract period.
20. Order will be placed as per requirement, irrespective of value of the order.

**21. Bid Validity**

- a. All the Bids must be valid for a period of 90 days from the last date of submission of the tender for execution of Contract. However, the quoted rate should be valid for the initial / extended period of the Contract from the effective date of the Contract. No request will be considered for price revision during the original Contract period.
- b. A bid valid for a shorter period shall be declared as non-responsive.
- c. In exceptional circumstances, prior to expiry of the original time limit, NIPER Hyderabad may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 90days. The request and the bidders' responses shall be made in writing. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD / Bid Security.

**22. Modification / Substitution / Withdrawal of Bids**

- a. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid's due Date.
- b. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid's due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

**23. Rejection of The Bid**

The bid submitted shall become invalid and tender fee shall not be refunded if:

- a. The bidder is found ineligible.
- b. The bidder does not upload all the documents as stipulated in the bid document.

#### **24. Right of Acceptance**

The NIPER Hyderabad reserves the right to accept the whole or any part or portion of the bid; and the bidder shall provide the same at the rates quoted. The NIPER Hyderabad reserves the right to reject any or all tenders / quotations or all offers received in response to the tender or cancel or withdraw the tender notice without assigning any reason thereof and also does not bind itself to accept the lowest quotation or any tender and no claim in this regard shall be entertained.

#### **25. Delivery and Liquidated Charges**

Delivery of goods shall be made by the supplier to F.O.R. Store Section, National Institute of Pharmaceutical Education and Research (NIPER) Hyderabad within a period of 1 week. A Liquidated damage of 0.5% Per week will be charged from the supplier for any delay beyond this period.

Urgent requirement may be communicated over phone or mail. The same should be delivered within a period of 24-48hrs. A penalty of Rs 1000/- per order will be charged if the supplier fails to deliver the urgent requirements for 3 consecutive times.

#### **26. Payment Clause**

Invoice in triplicate should be submitted by the supplier firm for settlement after satisfactory delivery of the material. The invoice should have full particulars of the items(s). No payment shall be made in advance. On receipt of invoice from the supplier after satisfactory delivery and acceptance of the material by the Indenter, NIPER Hyderabad, case of issuing sanction and passing of bill for payment will be initiated. No payment will be made for rejected goods.

#### **27. Breach of Terms and Conditions**

In case of breach of any terms and conditions as mentioned above, the Competent Authority, will have the right to cancel the Annual Rate Contract/work order/ job without assigning any reason thereof and nothing will be payable by NIPER Hyderabad. In that event the security deposit shall also stand forfeited.

#### **28. Subletting of Contract**

The firm shall not assign or sublet the contract/work/job or any part of it to any other person or party. The tender is not transferable.

#### **29. Arbitration**

If, at any time, any question dispute or difference of whatsoever nature arise between the purchaser/Institution and the bidder/contractor/supplier, upon or in relation to or in connection with purchase order/contract, either party may forthwith give to the other notice in writing of the existence of such question dispute or difference and the same shall be referred to sole arbitration of a nominee of the purchaser/University, who shall give a reasoned/speaking awards. The award of the sole arbitrator shall be final and binding on the parties under the provisions of the Indian Arbitration Act-1996

(Amended up to date) and of the rules, there under. Any statutory amendment, modification or re-enactment thereof for the time being in force, shall be deemed to apply and be incorporated in the contract/purchase order. The sole Arbitrator shall be any officer of the Institution whose name is approved by the Competent Authority. It will not be objectionable if the Sole arbitrator is an officer of the Institution and he has expressed his views on all or any of the matter in question of dispute or difference.

Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in the discretion of the sole arbitrator so appointed who may determine the amount there of or direct the same to be fixed as between the solicitor and client or as between party and shall direct by whom and to whom and in what manner the same is to be borne and paid.

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

### **30. Legal Jurisdiction**

All legal proceedings in connection with this Annual Rate Contract shall be subject to territorial jurisdiction at Hyderabad only.

### **31. Fall Clause**

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

### **32. Security Deposit**

On acceptance of the tender, the supplier must submit Rs: 1,40,000 /- (Rupees One Lakh Forty Thousand only) as security deposit/ performance security in the form of DD/Performance bank Guarantee. In case of bank guarantee, the same should be valid for 60 days beyond the contract period. The competent authority shall be entitled to forfeit the security deposit or any part thereof without prejudice to any other remedies provided in the contract or available in the law.



### 33. **Force Majeure**

Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of its security deposit, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

TECHNICAL INFORMATION AND UNDERTAKING  
(Bidder may use separate sheet wherever required)

SN	Particulars	Remarks	Page No.
1	Name and Address of the OCM/Authorized Distributor		
2	Details of Earnest Money Deposit (EMD) / Security Deposit DD No.: Dated: Drawn on Bank: Amount: Rs. /- (Rupees 28000 /- (Rupees Twenty-Eight Thousand Only)		
3	Details of the Tender Fee DD No.: Dated: Drawn on Bank: Amount: Rs. 1000 (Non-Refundable) (Rupees One Thousand only)		
4	Certificate of Incorporation / Valid Registration Certificate of the Firm		
5	PAN details		
6	TAN details		
7	GST Registration details		
8	Experience certificate (minimum 1 year) for execution of similar work at Government/ Autonomous Institutions/ Government Research Centers/ Universities/Reputed Pvt institutes. Scanned copy of work completion certificates to this effect.		
9	Valid MSE/NSIC/ certificate for the items being tendered, If applicable		
10	Manufacturer's/ Distributor's Authorization Certificate		
11	Declaration by Supplier		
12	Non Blacklisting Certificate		
13	Declaration for acceptance of tender terms and conditions		
14	Name and Mobile Number of a Key person, who can be		

	contacted at any time. The person should be capable of taking orders and making arrangement for supply of the		

(Dated Signature of the Bidder with stamp of firm)

Place:

Date:

### **Undertaking**

1. That I/we have carefully studied all the terms and conditions of tender and shall abide by it.
2. That I/We shall supply the items of requisite quality.
3. That I/We undertake that the information given in this tender are true and correct in all respect and I/We hold the responsibility for the same.
4. That I/We undertake that sample of items will be kept ready for inspections by the NIPER Hyderabad. I/We shall be responsible for the cancellation of tender if samples are not up to mark.

(Signature of the Bidder with stamp of firm)

Date:

Place:

## DECLARATION BY SUPPLIER

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

Signature of Authorized Person

Designation Seal

Place:

Date:

## NON BLACKLISTING CERTIFICATE

[To be submitted on letterhead]

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

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

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

Name :

Business Address :

Signature of Bidder :

Seal of the Bidder :

Date :

Place :