

**Notice Inviting Tender through CPPP**  
for  
**Empanelment and Rate Contract**  
**for the Supply of Gases and Liquid Nitrogen for**  
**Scientific Instruments**  
at  
**National Institute of Pharmaceutical**  
**Education and Research (NIPER) Ahmedabad**



**Address**

**Opp. South Western Air Command Headquarter**  
**Palaj, Gandhinagar - 382055 Gujarat, INDIA**  
**Phone: +91-79-66745555**

The National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad, INDIA is an Institute of National Importance under the Department of Pharmaceuticals, Ministry of Chemicals and Fertilizers, Govt. of India is looking for suppliers for Empanelment and Rate Contract for the Supply of Gases and Liquid Nitrogen for Scientific Instruments. Therefore, NIPER Ahmedabad intends to enter into a rate contract with the manufacturers or their authorized local distributors/stockists of Gases & Liquid Nitrogen as mentioned in Table-1 attached herewith for the Supply of gases and Liquid Nitrogen for Scientific Instruments.

A Rate Contract (commonly known as RC) is an agreement between the buyer and the supplier for the supply of specified goods (and allied services, if any) at a specified price, discount, and terms & conditions (as incorporated in the bid) during the period covered by the Rate Contract. In a Rate Contract, neither quantity is mentioned nor any minimum drawl guarantee is given. In other words, the Rate Contract is in the nature of a standing offer from the supplier firm. Once a supply order is placed on the supplier for the supply of a definite quantity in terms of the rate contract during the validity period of the rate contract, that supply order becomes a valid and binding contract.

1.	Tender Reference Number	NIPER-A/NIT/2023-24/06
2.	Name of Tender	Empanelment and Rate Contract for the Supply of Gases and Liquid Nitrogen for Scientific Instruments
3.	Location	National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad Opp. South Western Air Command Headquarter Palaj, Gandhinagar - 382055 Gujarat, INDIA
4.	Earnest Money Deposit (EMD) / Security Deposit (Refundable)	Rs. 25,000/- (Rupees Twenty Five Thousand Only) (In favour of "NIPER Ahmedabad") The Demand Draft /BC regarding EMD has to physically reach the below-mentioned address within three days after the last date of bid submission. The bid submitted without EMD / Security Deposit will be summarily rejected
5.	Bid Submission Start Date and Time	13 <sup>th</sup> October 2023 at 05:30 PM
6.	Bid Submission End Date and Time	2 <sup>nd</sup> November 2023 up to 05:30 PM
7.	Bid Opening Date	3 <sup>rd</sup> November 2023 at 05:30 PM *
Purchase Section National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad Opp. South Western Air Command Headquarter Palaj, Gandhinagar - 382055 Gujarat, INDIA Phone: 079 - 66745555 (Extn 108); Email: <a href="mailto:purchase@niperahm.res.in">purchase@niperahm.res.in</a>		

\* In the case of Govt. Holiday, next working day shall be considered.

The tender document along with other details may be viewed and downloaded from the CPP Portal <http://eprocure.gov.in/eprocure/app> Please note all the bid-related documents' scanned copies should be uploaded on the CPP portal only. No physical bids shall be accepted.

### **Instructions for Online Bid Submission**

The bidders are required to upload soft copies of their bids electronically on the Central Public Procurement (CPP) Portal i.e. <http://eprocure.gov.in/eprocure/app> using valid Digital Signature Certificates.

The instructions are available under the document

“Instructions\_To\_Bidder\_for\_Online\_Bid\_Submission.pdf” available at

<https://eprocure.gov.in/eprocure/app?page=StandardBiddingDocuments&service=page>

## ELIGIBILITY CRITERIA

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

SN	Eligibility Criteria
1	The bidder should have a registered office / branch office in Ahmedabad / Gandhinagar
2	The Bidder's firm/ company should have a proper registration certificate from the appropriate authority
3	The Bidders should have submitted/ filed ITR for the last three financial years i.e. FY 2020-21, 2021-22, 2022-23
4	The bidder should have at least three years prior experience in the execution of similar work in supplying Gases and Liquid nitrogen at Government/ Autonomous Institutions/ Government Research Centers/ Universities/ Reputed Organisations /Hospitals
5	PAN details
6	GST Registration Certificate
7	The bidder should accept all the Terms & Conditions of the Tender
8	The bidder should provide a Certificate of Price Justification
9	The bidder should not be blacklisted/ debarred by Central Govt. / State Govt. / Public Sector Undertaking/ Universities or any other Govt. organization.
10	The bidder should provide a Certificate of No Deviation
11	The bidder should provide preference to Make in India order Certificate
12	The bidder should provide a Certificate of Compliance
13	The bidder should provide a Manufacturer's Authorization Letter

**Table-1: List of Items for Supply of Gases & liquid nitrogen for Scientific Instruments**

Categories	Items
<b>Supply of Gases and Liquid nitrogen for Scientific Instruments</b>	Nitrogen Commercial Grade Gas (Capacity: 7 cm <sup>3</sup> )
	Nitrogen UHP Grade Gas (Capacity: 7 cm <sup>3</sup> )
	Zero Air Gas (Capacity: 7 cm <sup>3</sup> )
	Liquid Nitrogen
	Hydrogen Grade-1 Gas (Capacity: 7 cm <sup>3</sup> )
	Nitrous Oxide Gas Capacity: 17.5 Kg
	Carbon Dioxide Gas (Capacity: 30 Kg)
	Medical Oxygen Gas (Capacity: 7 cm <sup>3</sup> )
	Helium Gas (Capacity: 7 cm <sup>3</sup> , 45 Litre)
	Oxygen Gas (Capacity: 7 cm <sup>3</sup> )
	Carbon Dioxide Grade-1 Gas (Capacity: 30 Kg)
	Argon Grade-1 Gas (Capacity: 7 cm <sup>3</sup> )
	Carbogen Gas (Medical Grade O <sub>2</sub> 95% and CO <sub>2</sub> 5%) (Capacity: 7 cm <sup>3</sup> )
	90% UHP Nitrogen +10% Hydrogen Gas (Capacity: 7 cm <sup>3</sup> )

## **Bid Validity**

- a. All the Bids must be valid for a **period of 180 days** from the last date of submission of the tender for the execution of the 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 the expiry of the original time limit, NIPER Ahmedabad may request the bidders to extend the period of validity for a specified additional period beyond the original validity of 180 days. 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 Bid Security.

## **Last Date for Submission of Tender**

- a. Online bids complete in all respects, must be submitted on or before the last date and time specified in the schedule of events.
- b. The NIPER, Ahmedabad may, at its own discretion; alter/extend the last date for submission of tenders.

## **Modification / Substitution/ Withdrawal/Rejection of bids**

- a. No Bid shall be allowed to be modified, substituted, or withdrawn by the bidder after the bid submission end 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.
- c. The bid submitted shall become invalid if:
  - 1) The bidder is found ineligible.
  - 2) The bidder does not upload all the documents as stipulated in the bid document.

## **Financial Bids**

The financial bid should be inclusive of all applicable taxes, duties, fees, levies, transport charges, freight, loading-unloading, packing-unpacking, custom duties, insurance, or any other similar charges imposed under the applicable laws.

The rate of GST should be mentioned clearly. GST is to be levied over and above the rate quoted by you, the rate at which GST is to be levied must be specified.

## GENERAL TERMS & CONDITIONS OF THE CONTRACT

The Terms and Conditions as mentioned below would be binding to all parties

### 1. Parties

The parties to the contract are the supplier (the bidder to whom the work will be awarded) and the National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad.

### 2. Earnest Money Deposit (EMD) / Bid Security

The bidder shall be required to submit EMD of an amount of Rs. 25,000/- (Rupees Twenty Five thousand Only) in the form of Demand Draft / Banker's Cheque issued from any of the Scheduled Commercial Banks in favour of "NIPER Ahmedabad". The bid submitted without EMD / Security Deposit will be summarily rejected.

### 3. Performance Security

- a) The successful bidder will be required to furnish a Performance Security Deposit of an amount of Rs. 50,000/- (Rupees Fifty thousand Only) within 14 days after receiving of letter of Rate contract in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed deposit Receipt, Banker's Cheque or Bank Guarantee / e-Bank Guarantee from any of the commercial banks duly pledged in the name of the "Director, NIPER Ahmedabad" which shall be kept valid for a period of 60 days beyond completion of all the contractual obligations.
- b) In case of renewal of the contract the supplier has to submit a revised security deposit for the extended period.
- c) The security deposit can be forfeited by order of this Institute in the event of any breach or negligence or non-observance of any condition of the contract or for unsatisfactory performance or non-observance of any condition of the contract. Performance Security will be discharged after completion of the contractor's performance obligations under the contract.
- d) No interest on the performance security deposit shall be paid by the NIPER Ahmedabad to the Bidder.

4. Any conditional or unresponsive bid shall be rejected summarily and will be treated as null and void.

5. No bid shall be accepted without the EMD. However, relaxations provisioned in GFR 2017 and its amendment thereof, shall be applicable. The bidders claiming an exemption for experience and annual turnover must upload valid certificates for the items being tendered issued by MSE/NSIC/SSI etc. in accordance with prevalent rules and regulations.

## **6. Scope**

- a) Gas and LN2 must be delivered/filled at least every week or 24 hours prior to the notice.
- b) NIPER-A requires the delivery of Gases and LN2 in a staggered manner. Quantity should be supplied as and when required basis. Supply should be made only after getting intimation from the NIPER-A user department.
- c) The bidder is responsible for collecting empty cylinders from NIPER-A. No additional separate charges shall be paid for collecting empty cylinders and delivering filled-up cylinders to NIPER-A as and when demanded. There should not be any rent on the cylinders kept at NIPER-A.

## **7. Payment**

Payment by bank transfer will be made within 30 days after the successful delivery of materials and found in order of purity, quality, and quantity.

## **8. Inspection and Acceptance Tests**

The inspection shall be carried out by the supplier in respect of the purity of Liquid Nitrogen at his premises and the inspection report shall accompany the supply. The NIPER-A shall have the right to verify the inspection done by the supplier at his premises. The supplier shall provide all the facilities required for such verification of inspection to the inspector of the NIPER-A, free of cost. In case verification of inspection is carried out by the NIPER-A at the premises of the supplier prior to the dispatch of Gases and Liquid Nitrogen, an inspection certificate duly signed by the Inspector of the NIPER-A shall be given to the supplier. NIPER-A reserves the right to inspect the products supplied after receipt at its premises.

## **9. Liquidated damages**

Time is the essence of the supply under a rate contract. Supplies made after 48 hours from the receipt of notice from NIPER-A shall be subject to non-performance deduction. A clause is applicable for delayed supplies beyond 48 hours and a deduction shall be calculated on the value of the respective Consignment for which the supplier failed to deliver. NIPER-A will recover an agreed amount not by way of penalty, equivalent to an amount of 0.5% of the value of the consignment per every two hours of delay or part thereof subject to a maximum of 10% of the value of the consignment.

## **10. Safety Measures**

Proper and protective safety measures for handling gases and liquid nitrogen at the NIPER-A site are the responsibility of the supplier. NIPER-A will not be responsible for any accidents that occurred during the transfer of gases and Liquid Nitrogen. All other safety precautions for the transport should be as per PESO rules and safety guidelines of the Government of India. A valid PESO certification document shall be produced to NIPER-A personnel as and when demanded.



11. At any time prior to the last date of submission of the bid, Director, NIPER Ahmedabad, for any reason or decision, can modify the terms and conditions of the tender document by a corrigendum displayed on the CPPP as well as the website of NIPER Ahmedabad <http://www.niperahm.ac.in> In order to provide reasonable time to take the amendment into account in preparing their bid, Director, NIPER Ahmedabad may or may not, at its discretion, extend the date and time for submission of tenders.
12. The empanelment and rate contract is initially for the financial year 2023-24 and may be renewed/ extended for another two financial years on mutual consent, subject to satisfactory performance and on the same terms and conditions.
13. NIPER Ahmedabad reserves the right to keep the number of firms in the Rate contract for similar items during the period of the Rate Contract with one or two parties. Any parallel rate contract for similar items can be placed at any time during the period of the rate contract with one or more firms/manufacturers by NIPER Ahmedabad.
14. The empanelment can be terminated without any notice in case the performance of the party is found consistently unsatisfactory or due to a serious lapse on the part of the bidder. Where lapses are of serious nature in addition to termination of the contract NIPER Ahmedabad will forfeit its performance security.
15. The NIPER-A shall not be under any obligation to accept the lowest or any other offer received in response to this tender notice and shall be free to reject any or all offers.
16. The acceptance of the bid will rest with the Director, NIPER-A, who does not bind to accept the lowest quotation and reserves the right to herself/himself reject or accept, partially or all the quotations received, without assigning any reason. The Director, NIPER-A further reserves the right to withdraw the tender or part thereof or modify the requirements without assigning any reason and the right to relax any of the conditions in the best interest of the Institution.
17. Director, NIPER Ahmedabad shall be the final authority for the settlement of any dispute, and his/her interpretation of any clause/term/condition(s) of this document shall be final and binding, and the jurisdiction of the Court of Law shall be Ahmedabad / Gandhinagar.

## TECHNICAL INFORMATION AND UNDERTAKING

(Bidder may use separate sheet wherever required)

SN	Particulars	Documents to be provided	Page No.
1	The bidder should have a registered office/branch office in Ahmedabad / Gandhinagar	A copy of the valid registration certificate should be uploaded	
2	Bidder's details, Name and Address of the manufacturers or their authorized distributors / stockiest	Annexure-I	
3	<p>Details of Earnest Money Deposit (EMD) / Security Deposit DD/BC No.: Dated: Drawn on Bank: Amount: Rs. 25,000 (Refundable) (Rupees Fifty thousand only)</p> <p>The bid without EMD / Security Deposit will be summarily rejected</p>	The Demand Draft /BC regarding EMD / Security Deposit has to physically reach NIPER Ahmedabad within three days after the last date of bid submission	
4	The Bidder's firm/ company should have a proper registration certificate from the appropriate authority	Copy of Certificate of Incorporation; Proprietorship Firm, Registered Partnership Deed duly signed by Registrar of Firms; LLP partnership agreement; Memorandum of Association; Articles of Association; Attach a copy of any other relevant Statutory document of the Firm to be uploaded	
5	The Bidders should have submitted/ filed ITR for the last three financial years i.e. FY 2020-21, 2021-22, 2022-23	Copy of ITR submitted/ filed acknowledgments must be uploaded	
6	The bidder should have at least three years prior experience in the execution of similar work in supplying Gases /Liquid nitrogen at Government/ Autonomous Institutions/ Government Research Centers/ Universities/ Reputed Organisations /Hospitals	Contract copies/ work orders for the last three years must be uploaded	
7	PAN details	Copy of PAN Details	
8	GST Registration Certificate	Copy of GST Reg. Certificate	
9	The bidder should not be blacklisted/ debarred by Central Govt. / State Govt. / Public Sector Undertaking/ Universities or any other Govt. organization	Annexure-IV	
10	Manufacturer's Authorization Letter	Annexure-VIII	
11	Certificate of Price Justification	Annexure-III	
12	Self-Certification under preference to Make in India order Certificate	Annexure-VI	

13	Certificate of Compliance	Annexure-VII	
14	Certificate of No Deviation	Annexure-V	
15	Acceptance of Terms & Conditions of Tender	Annexure-II	

Page numbers should be given to each and every page of all the documents, wherever the copy(s) of the document(s) are uploaded. In case of non-fulfillment of any of the above information /document(s), the bidder will be summarily rejected without giving any notice.

### **Undertaking**

1. That I/we have carefully examined and studied all the terms and conditions of tender and shall abide by them.
2. That I/We shall supply the items of the 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 all the original documents shall be kept ready for inspections as and when asked by the NIPER Ahmedabad.

Signatures of the Bidder :

Name of the Authorised Signatory:

Designation :

Company's Seal :

Date:

Place:

(To be printed on letterhead)

**Bidder's Details**

1	Name of the Firm/ Company	
2	Address of the Firm/ Communication Address:	
3	Name and Designation of Authorized Signatory	
4	Mobile No.:	
5	Telephone No.:	
6	E-Mail ID:	
7	Website:	
8	GST registration Number:	
9	PAN Number:	
10	Firm's Bank Account details	Bank Account No.:
		Name of the Bank:
		IFSC Code No:
		Name of Branch:
11	Communication details of the concerned contact person to whom all references shall be made regarding this tender enquiry	
a)	Name of Person:	
b)	Designation:	

c)	Mobile No:	
d)	E-Mail ID:	

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Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

(To be printed on letterhead)  
**Acceptance of Terms & Conditions of Tender**

Dated: \_\_\_\_\_

To,  
The Director,  
National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad  
Opp. South Western Air Command Headquarter  
Palaj, Gandhinagar - 382055 Gujarat, INDIA

**Subject:** Acceptance of Terms & Conditions of Tender

**Ref. Tender No.:** NIPER-A/NIT/2023-24/06 dated 13.10.2023

**Name of Tender:** Empanelment and Rate Contract for the Supply of Gases and Liquid Nitrogen for Scientific Instruments

Sir,

I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. 1 to 25 (including all documents like annexure(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.

The corrigendum(s) issued from time to time by NIPER Ahmedabad too have also been taken into consideration, while submitting this acceptance letter.

I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality/entirety.

I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

\_\_\_\_\_  
Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

Date:

Place:

(To be printed on letterhead)  
**Certificate of Price Justification**

Ref. Tender No.: NIPER-A/NIT/2023-24/06 dated 13.10.2023

I/We, M/s. \_\_\_\_\_

Certify that the rates quoted are not higher than the rates quoted for the same item to any Government / PSU / University/Research Institution during the last one year.

\_\_\_\_\_  
Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/ Company:

(To be printed on letterhead)  
**Declaration regarding Non-Blacklisting / Debarment**

Ref. Tender No.: NIPER-A/NIT/2023-24/06 dated 13.10.2023

I/We \_\_\_\_\_ (Applicant) hereby declare that our firm/company namely M/s \_\_\_\_\_ has not been blacklisted or debarred in the past by the Central Govt. / State Govt. / Public Sector Undertaking/ Universities/ Research Institutions or any other Govt. organization from taking part in Government Tender in India and has no litigation in any of the Court(s).

**(OR)**

I/We \_\_\_\_\_ (Applicant) hereby declare that our firm/company namely M/s. \_\_\_\_\_ was blacklisted or debarred by the Central Govt. / State Govt. / Public Sector Undertaking/ Universities/ Research Institutions or any other Govt. organization from taking part in Government Tender for a period of \_\_\_\_ years w.e.f. \_\_\_\_\_ to \_\_\_\_\_. The period is over on \_\_\_\_\_ and now the firm/company is entitled to take part in Government Tender.

\_\_\_\_\_  
Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/ Company:



(To be printed on letterhead)  
**Certificate of No Deviation**

Ref. Tender No.: NIPER-A/NIT/2023-24/06 dated 13.10.2023

I/We, M/s. \_\_\_\_\_ hereby certify that notwithstanding any contrary indication/conditions elsewhere in our offer documents, I/We have neither set any terms and conditions nor there is any deviation taken from the conditions of NIPER Ahmedabad Tender specifications, either technical or commercial, and I/We agree to all the terms and conditions mentioned in NIPER Ahmedabad tender specification with associated amendments and clarifications.

\_\_\_\_\_  
Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

(To be printed on letterhead)

**Self-Certification under preference to Make in India order Certificate**

In line with Government of India, Public Procurement (Preference to Make in India) Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and its amendments, we hereby certify that we M/s. \_\_\_\_\_ are local supplier meeting the requirement of minimum local content i.e., \_\_\_\_% excluding transportation, insurance, installation, commissioning, testing, training and after sales service support like AMC/CMC etc. as defined in above orders for the material against NIPER Ahmedabad Tender No. \_\_\_\_\_ dated \_\_\_\_\_. Details of location at which local value addition will be made as follows:

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We also understand, 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.

Thanking You,

\_\_\_\_\_  
Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

(To be printed on letterhead)  
**Certificate of Compliance**

Ref. Tender No.: NIPER-A/NIT/2023-24/06 dated 13.10.2023

**Restrictions on procurement from Bidders from a country or countries, or a class of countries under Rule 144(xi) of the General Financial Rules 2017.**

“We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.”

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

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Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

(To be printed on OEM's letterhead)  
**Format for Manufacturer's Authorisation Letter**

Date: \_\_\_\_\_

To,  
The Director,  
National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad  
Opp. South Western Air Command Headquarter  
Palaj, Gandhinagar - 382055 Gujarat, INDIA

Sub.: Authorization Letter

Ref. Tender No.: NIPER-A/NIT/2023-24/06 dated 13.10.2023

Sir,

We, \_\_\_\_\_, who are established and reputed manufacturers of \_\_\_\_\_, having factory at \_\_\_\_\_, hereby authorize M/s. \_\_\_\_\_ (name & address of distributor) to bid and conclude the order with you for the above goods manufactured by us.

We shall remain responsible for the tender / contract / agreement by the said M/s. \_\_\_\_\_, jointly and severally.

We ensure that we would also support / facilitate the M/s. \_\_\_\_\_ on regular basis with technology/ product updates for up-gradation/ maintains/ repairing / servicing of the supplied goods manufactured by us, during the warranty period.

In case duties of the distributor are changed or distributor is changed it shall be obligatory on us to automatically transfer all the duties and obligations to the new distributor failing which we will ipso-facto become liable for all acts of commission or omission on the part of new distributor.

Yours faithfully,

\_\_\_\_\_  
Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

**Note:** This letter of authorisation should be on the letterhead of the OEM/manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

(To be printed on letterhead)  
**List along with the contact details of the clients**

Ref. Tender No.: NIPER-A/NIT/2023-24/06 dated 13.10.2023

List of Clients for whom the Bidder has undertaken such work during last three years (must be supported with purchase orders)		
SN	Name and Address of Clients	Name of the contact person and Phone & E-mail ID

\_\_\_\_\_  
Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

## FINANCIAL BID

Dated: \_\_\_\_\_

To,  
The Director,  
National Institute of Pharmaceutical Education and Research Ahmedabad  
Opp. South Western Air Command Headquarter  
Palaj, Gandhinagar - 382055 Gujarat, INDIA

Ref. Tender No.: NIPER-A/NIT/2023-24/06 dated 13.10.2023

Sir,

I/We, M/s. \_\_\_\_\_ wish to submit our offer for an Empanelment and Rate Contract for the Supply of Gases and Liquid Nitrogen for Scientific Instruments on the following rates:

SN	Particulars	Offered Price (Rs.)	GST %	Total Amount (Rs.)
1	Nitrogen Commercial Grade Gas (Rate per cylinder) (Capacity: 7 cm <sup>3</sup> )			
2	Nitrogen UHP Grade Gas (Rate per cylinder) (Capacity: 7 cm <sup>3</sup> )			
3	Zero Air Gas (Rate per cylinder) (Capacity: 7 cm <sup>3</sup> )			
4	Liquid Nitrogen (Rate per litre)			
5	Hydrogen Grade-1 Gas (Rate per cylinder) (Capacity: 7 cm <sup>3</sup> )			
6	Nitrous Oxide Gas (Rate per cylinder) Capacity: 17.5 Kg			
7	Carbon Dioxide Gas (Rate per cylinder) (Capacity: 30 Kg)			
8	Medical Oxygen Gas (Rate per cylinder) (Capacity: 7 cm <sup>3</sup> )			
9	Helium Gas (Rate per cylinder) (Capacity: 7 cm <sup>3</sup> , 45 Litre)			
10	Oxygen Gas (Rate per cylinder) (Capacity: 7 cm <sup>3</sup> )			
11	Carbon Dioxide Grade-1 Gas (Rate per cylinder) (Capacity: 30 Kg)			

12	Argon Grade-1 Gas (Rate per cylinder) (Capacity: 7 cm <sup>3</sup> )			
13	Carbogen Gas (Medical Grade O <sub>2</sub> 95% and CO <sub>2</sub> 5%) (Rate per cylinder) (Capacity: 7 cm <sup>3</sup> )			
14	90% UHP Nitrogen +10% Hydrogen Gas (Rate per cylinder) (Capacity: 7 cm <sup>3</sup> )			
Transport & forwarding charges per trip (Rs.)				

I/We agree to forfeiture of the earnest money/security deposit, if I/we fail to comply with any of the terms and conditions in whole or in part lay down in the contract form. We have carefully read the terms and conditions of the contract and are agreed to abide by these in letter and spirit.

\_\_\_\_\_  
Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/ Company:

Date :

Place :

## PERFORMANCE BANK GUARANTEE

(Performance Bank Guarantee is to be submitted by the successful bidder only)

[To be established through any of the scheduled commercial banks with a clause to enforce the same on their local branch at Gandhinagar or any of the scheduled commercial banks situated at Gandhinagar]

To,  
The Director,  
National Institute of Pharmaceutical Education and Research Ahmedabad  
Opp. South Western Air Command Headquarter  
Palaj, Gandhinagar - 382055 Gujarat, INDIA

### LETTER OF GUARANTEE

WHEREAS, National Institute of Pharmaceutical Education and Research Ahmedabad, (Buyer) had invited Bid *vide* No. NIPER-A/NIT/2023-24/06 dated 13.10.2023 regarding the Empanelment and Rate Contract for the Supply of Gases and Liquid Nitrogen for Scientific Instruments.

AND WHEREAS, M/s. \_\_\_\_\_ (Supplier) Address: \_\_\_\_\_ has been empanelled under rate contract and awarded the contract *vide* \_\_\_\_\_ dated \_\_\_\_\_.

AND WHEREAS, the successful bidder has to deposit an irrevocable Performance Bank Guarantee to NIPER Ahmedabad for a total of Rs. 50,000 (Rs. Fifty Thousand only) within 14 days from the date of issue of the letter of rate contract in the form of an irrevocable Performance Bank Guarantee in favour of NIPER Ahmedabad in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed deposit Receipt, Banker's Cheque or Bank Guarantee issued from any of the Scheduled Commercial Banks for Rs. 50,000 (Rs. Fifty Thousand only) which shall be kept valid for a period of 60 days beyond completion of all the contractual obligations.

NOW, THIS BANK HEREBY GUARANTEES that in the event of the said empanelled bidder under rate contract (i.e. M/s. \_\_\_\_\_) failing to abide by any of the conditions referred in the above-mentioned bid document and Work Order, this bank shall pay to NIPER Ahmedabad on demand and without protest or demur Rs. 50,000 (Rs. Fifty Thousand only).

This bank further agrees that the decision of NIPER Ahmedabad (Buyer) shall be final and binding as to whether the said Bidder has committed a breach of any of the conditions referred in the bid document and Work Order shall be final and binding.

We, \_\_\_\_\_ (name of the bank and branch) hereby further agree that the guarantee herein contained shall not be affected by any change in the constitution of the Bidder and/ or National Institute of Pharmaceutical Education and Research (NIPER) Ahmedabad.

#### Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed **Rs. 50,000 (Rs. Fifty Thousand only)**
2. This Bank Guarantee shall be valid up to \_\_\_\_\_ and,



3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if the Institution serves upon us a written claim or demand on or before

\_\_\_\_\_

This Bank further agrees that the claims if any, against this Bank Guarantee, shall be enforceable at our branch office at \_\_\_\_\_ situated at \_\_\_\_\_ (address of local branch).

Signature and seal of the guarantor

Name of Bank :

Address :

Date :