



**NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION &
RESEARCH (NIPER), SECTOR 67, S. A. S. NAGAR (MOHALI)
PUNJAB – 160062 , www.niper.gov.in
Telephone No. 0172-2214682-87, Fax No. 0172-2214692,
2230068**

2. (E-Tender for Confocal Workstation (CLSM) (T2/2022)

National Institute of Pharmaceutical Education and Research (NIPER) invites online e-tenders in two –bid format for **Confocal Workstation (CLSM)** at the Institute as per the specification given in the tender documents and other details can be obtained from the website: www.tenderwizard.com/NIPER and official website of the NIPER <http://www.niper.gov.in>.

1	Date of submission of e-tender	Start Date 14.05.2022 at 10.00 AM
		End Date : 06.06.2022 at 05.00 P.M
2	Opening of Technical Bid (online)	07.06.2022 at 11.00 A.M

Director, NIPER reserves the right to reject any or all tenders without assigning any reasons. Corrigendum/Addendum or Cancellation of this advertisement, if any, shall be published on NIPER Website and www.tenderwizard.com/NIPER.

For participating in the above e-tender, the bidder shall have to get themselves registered with <http://tenderwizard.com/NIPER> and get user ID & password. Class 3 Digital Signature Certificate (DSC) is mandatory to participate in the e-tendering process. It is advisable to complete the online submission process well before time to avoid any delay in submission. For any clarification/difficulty regarding e-tendering Process flow please contact on helpdesk numbers 09257209340, 08045628821, 0172-5035950.

AAR (S &P)

Technical Specifications For Confocal Workstation (CLSM)

Quantity -01 Nos

<u>S.No</u>	<u>General</u>	
		<p>The imaging workstation should includes high resolution & sensitive spectral confocal imaging for fixed and live sample imaging for cell biology applications, protein-2 interactions and imaging of tissues and modal organisms. The system include multichannel Fluorescence imaging with Z-stack, time-lapse including co localization, FRET, FRAP, Photo activation and conversion imaging & analysis.</p> <p>The system should be upgradable to FCS/FCCS, Multiphoton, FLIM attachment in future</p> <p>The system should be available with the below mentioned configuration</p>
1		<u>Motorized Inverted Fluorescence Research Microscope</u>
	(a)	Fully Motorized Inverted Fluorescence Research Microscope for BF/DIC/Fluorescence preferably with dedicated touch screen TFT display for controlling motorized components of the microscope and tilt-able eye piece for better ergonomy
	(b)	Programmable motorized X-Y scanning stage, Universal sample holders for slides, 35/60 mm Petri dish, 6 to 24 well plates, labtek chambers with multipoint, tile and mosaic imaging software
	(c)	12V/100W halogen/LED illumination for transmitted& reflected light & 120W metal halide illumination for Fluorescence
	(d)	Motorized 6 position DIC nosepiece, Universal Motorized Condenser NA 0.55 or better with modules for DIC, 6-7 position fluorescence turret for accommodating fluorescent filters for sample visualization.
	(e)	High precision Z-focus drive with step size of 15 nm or better
	(f)	High resolution confocal grade objectives of 10x/0.40, 20x.0.8/0.75, 40x/1.30 oil, 60/63x/1.40 oil immersion, 100x/1.40 oil immersion. Dedicated Water Dipping Objective 20X/1.0 with WD of 2 mm or more for deep tissue imaging work.
	(g)	Automated shift free DIC accessories for all objectives
	(h)	Band pass fluorescent filters for DAPI, RFP, GFP, Cy3 or more should be offered
	(i)	An active anti-vibration table with compressed air damping, bread board tabletop with M-6 threading for the complete microscope system
	(j)	Facility for live cell imaging including Incubation system

		with Temperature, CO2, humidity control and complete safety regulations should be offered. The parameters for Incubation system should be controlled by confocal software
	(k)	Dedicated Objective inverter for converting inverted to upright scope provided for Deep Tissue imaging applications with depth imaging up to 300 microns or better. A suitable stage for the upright mode should also be offered.
	(l)	Monochrome cooled "CCD/scientific CMOS, 2/3" Chip with 2.6 million/equivalent or better net effective pixel resolution(FireWire based/USB III) with frame rate of 30 fps or better at full format, controlled by the same confocal software for multichannel, z stack, time lapse wide field imaging.
2		<u>Spectral confocal imaging unit with built-in high sensitive detectors</u>
	(a)	Laser point scanning and Confocal detection unit with PMT and HyD/GaAsP detectors. Detectors should be capable of working in Intensity and Spectral mode Imaging. Capable of simultaneous detection and separation of minimum 4 fluorophores or more out of which min 2 should be with high sensitivity GaAsP/HyDdetetors with QE of 45% or better in the range of 450 nm to 650nm.
	b)	Scanner unit should have laser ports for Vis, UV and IR lasers. Scan Head should be equipped with NLO/Multiphoton Optics. It should include high efficient excitation laser suppression beam splitting device with either low angle of incidence dichorics or crystal based dichroic
	(c)	The scanner should have real ROI scan capability/ROI scan capability in real time for fast scan. Maximum scan resolution 4Kx4K or better per channel and should reduce to 16X16 -64x64.
	(d)	Reflection mode Imaging should be possible to ensure imaging of material samples/ biocompatible material samples.
	(e)	The System Should be able perform fast dynamic live cell time lapse with 25fps or better @ 512x512 full format and at least 10 time faster than @512x16 resolution
	(f)	Transmitted PMT for laser based DIC imaging should be included
	(g)	The scan field diagonal should be atleast 20 mm or better. Scan Zoom range 1X to 40X with increments of 0.1X

3		<u>Solid State Diode Laser module with AOTF control</u>
	(a)	The following laser lines are needed 405/408 nm, 440/445/448 nm, 488 nm, 514/515 nm, 561 nm and 633/640 nm (solid-state lasers) with 25mW or better input power b). c) D.: a)
	(b)	Optionally quote for solid state diode laser 594 nm for dedicated m Cherry applications
	(c)	All lasers should be connected to the scan head through fiber optic cable and should be controlled through AOTF for fast laser switching and attenuation in pixel precise synchronization with the laser scanner for Real ROI scan/ROI scan in real time for FRAP, Photo activation/conversion experiments slow and high scanning speed mentioned. All the laser lines should be controlled through a computerized AOTF device for fast laser switching and attenuation. Preferably solid-state lasers.
4		<u>Realtime Online Hardware Based Super Resolution Imaging</u>
	(a)	Fully automated hardware based, realtime and online Super resolution attachment with suitable high sensitive Detectors for complete Vis Spectrum.
	(b)	The system should be able to work in Super resolution mode or better sensitivity and Confocal Mode for normal imaging
	(c)	Should be able to achieve Lateral resolution of 120-140 nm and Axial resolution of 350-400 nm. Depth of penetration for SR imaging should be 70 to 100 microns with better sensitivity (approx. 4 – 8 times better sensitive than Confocal if required). Any claim should be supported by appropriate documents /written brochure /principal website
	(d)	Detection should be based on dedicated GaAsP or high sensitive detectors for SR imaging
	(e)	At least 2fluorophores simultaneous mode imaging should be possible with the SR system. Any dye used for confocal system can be used for imaging without changing sample preparation techniques/protocol. Should be able to perform at least 4fluorophores imaging in sequential mode
	(f)	Should be able to perform live cell SR Imaging. All laser lines for Confocal Imaging should be used for imaging in SR mode.
	(g)	Frame rate of 15 to 20fps or better @512X512 full format without compromise on the lateral and axial resolution in SR mode should be possible for fast live cell imaging applications

	(h)	SR mode should be able to perform 2D / 3D images, time series , tiling / mosaic , ROI imaging, multiple location imaging , photo manipulation experiments (FRAP , FRET etc)
5		<u>Control computer and Monitor</u>
		Latest 64 bit control computer with Intel Xeon Processor, DDR RAM 64 GB or better , HDD: 4 TB SATA upgradable to 8TB or better, DVD, SuperMulti SATA +R/RW, Graphics : AT Fire GL V5200 4GB DH DVI, Gigabit Ethernet, Win 10 64 bit , USB 2.0/3.0, Fire wire. Large 32 inch LCD/TFT monitor and branded All-in-One color Laser Printers.
6		<u>System control and Imaging Software</u>
	(a)	Software should be capable of controlling Motorized components of microscope, confocal scan head, laser control including AOTF and Image acquisition & processing for confocal and super resolution imaging.
	(b)	Saving of all system parameters with the image for repeatable/reproducible imaging
	(c)	Line, curved line, frame, Z-stack, Time series imaging capabilities
	(d)	Real ROI bleach/ROI bleach in real time bleach for FRAP, Photoactivation/conversion experiments
	(e)	FRET imaging as well as Quantitative data analysis capability. System should be able to do FCS study.
	(f)	Standard geometry Measurements like length, areas, angles etc. including intensity measurements.
	(g)	Co-localization and histogram analysis with individual parameters
	(h)	Spectral un-mixing with fingerprinting/real time unmixing for separation of overlapping excitation/emission spectra of fluorophores
	(i)	Additional Offline software with complete features as the main software with high end PC and monitor (same specs as the main system) should be made available
	(j)	Advanced 3D software to display 3D image data stacks with measuring tools, 3D Visualization & multichannel volume rendering 3D stacks, re-construction, measurements across z stack, movie co-localization with histogram analysis, intensity profiles for quantification. It should have function like shadow projections, transparency projection, surface rendering and clipping
	(k)	Dedicated Sample Navigator tool for Macro Imaging and Free ROI selection should be part of the software.
	(l)	Online Image processing for SR data should be part of the software
	(m)	Additional Offline software with complete features as

		the main software with high end dedicated PC and monitor (same specs as main PC) should be available
7	<u>Others</u>	
	1	The vendor should supply the entire system with all necessary accessories from single principle company/manufacturer and complete system integration of hardware components
	2	The vendor should be responsible for the complete system installation, functioning maintenance, and training by trained personal
	3	Bidders should clearly specify the after sales service/application support capabilities without any additional cost
	4	Provide all information about pre-installation requirements (i.e. rooms environment) for system installation without any additional cost
	5	The Speed of the system should be upgradable to high speed dynamics and documents should be provided in support of claim with the bid
	6	Site preparation for installation and operational requirements for the instrument will be borne by Vendor
	7	Online UPS for the complete system including lasers should be included in the supply. The system should have a dedicated online branded UPS system with at least 30 min back up for the whole system.
	8	Additional offline/online PC dedicated for data/image analysis should be included in the system.
	9	Institute may seek physical demonstration to verify the claim made by the vendor under authorized trained person from principles (manufacturer) at the institute or any other place mutually agreed by both parties. The total cost of physical demonstration will be borne by the vendor including travel and shipments required.
	10	Trained manpower support for one year cost to be borne by the vendor.
8	<u>Special Requirements</u>	
	(a)	As the CLSM instrument is an expensive and advanced equipment, it is mandatory that the facility must be multiple-user specific. Also, it is important that the equipment is stable and run for a long time. Thus it is important for the vendors that they must supply appropriate documents specifying their users in higher academic institutions in India. Appropriate certificates from the users for the last three year for the model

		quoted must be supplied justifying the stability, ease of operation and maintenance requirement such that we have the option to choose the best system in terms of performance and not mere specifications alone.
	(b)	Further, as the instrument is expensive and multi user equipment, Three year standard warranty followed by AMC for 2 years is a must and this must be specifically mentioned in the quotation by the vendor/ principal for the complete instrument including lasers. In case, the vendor provides the warranty, the principal should certify (authenticate). Appropriate documents must be attached along with the quotation in this regard.
	(c)	A certificate will be required from the original equipment manufacturer that technical support along with all essential spares will be provided / made available for at least 10 years after the expiry of one year standard warranty period.
	(d)	Downtime period should be mentioned. Company should attend the problem within 72 hrs.
	(e)	Number of service engineers available in the region should be specified.
9	<u>Onsite Training</u>	Onsite training to personnel for smooth operation of the instrument at the time of installation with a follow up as and when required.
10	<u>Optional Items</u>	Company should quote price for additional 5 years AMC after completion of three year standard warranty and 2 year AMC. AMC will cover main instrument as well as all the accessories supplies with the main instrument.

NOTICE INVITING e-TENDERS

1. The Bidders shall have to submit their Bids online in Electronic Format Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves at <http://tenderwizard.com/NIPER> and get user ID and password. Class 3 Digital Signature Certificate (DSC) is mandatory to participate in the e-tendering process. (Helpdesk No. for registration – 09257209340 & 08054628821).
2. E-Tender processing fee shall be payable to M/s ITI Limited through their e-gateway by credit/ debit card, internet banking facility and which is non refundable.
3. No tender will be accepted in physical form and in case it has been submitted in Physical it shall be rejected without any communication to the sender.

4. Preparation of Bids:

(a) Technical bid should be consisting of all technical details alongwith commercial terms and conditions and **The tenderer shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs.4,00,000./- (Rupees Four lacs only) which refundable though e-payment (Internet Payment Gateway (Debit & Credit , Net banking & National Electronic Funds Transfer) only . It is further required that the E-receipt/proof of deposit of EMD attached with technical bid and e_tendering mode with other relevant documents. In case of non receipt of earnest money in tender, the tender will be straightway rejected. The MSE's and the firm registered with NSIC may be exempted for deposit EMD.**

(b) Financial bid indicating item-wise price for the items mentioned in the technical bid. The offer/bid should be submitted in two bid systems (i.e.) Technical bid and Financial bid. The technical bid should consist of all technical details along with commercial terms and conditions. Financial bid should indicate item wise price for the items mentioned in the technical bid in the given format i.e BoQ_XXXX. The Technical bid and the Financial bid should be submitted Online.

5. Submission of tender:

The tender has to be submitted on-line before the due date. The offers received after the due date and time will not be considered. No manual bids will be accepted and considered.

6. Bidding:

a). Items of indigenous nature or quoted in INR, more than one authorized representative may participate in the same tender and submit their bids on behalf of their OEM/Principal/Manufacturer if the OEM permits more than one authorized bidder in such case as per their policy.

b). In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer subject to meeting all other condition such as local content etc make in India.

c) Bid are invited from the Class –I and Class II category of bidders (Refer Annexure E for category of Class supplier) for procurement of Equipment as per specification given in this tender documents. Purchase preference shall be given Class –I category of Bidders as by Govt of India Guidelines revised from time to time.

d). The letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The same should be included by the bidder in its techno-commercial unpriced bid.

All offers other than those from the Principal/OEM should be supported by an authority letter

from the manufacturer authorizing the supplier to tender on their behalf. In case of manufacturer a certificate or a copy thereof to the effect that the bidder is a manufacturer of the equipment must be accompanied with the technical bid prepared as per 'Annexure – D'.

7. Opening of Bids:

The online bid will be opened by a committee duly constituted for this purpose. Online bids (complete in all respect) received will be opened as mentioned in the "Schedule". Bid received without documents will be rejected straight way. The technical bid will be opened online first and it will be examined by a technical committee (as per specification and requirement). The financial offer/bid will be opened only for the offer/bid which technically meets all requirements as per the specification.

8. Price Bid:

Price bid should be submitted in given BOQ_XXXX.xls format online. The price should be quoted in net per unit (after breakup) and must include all packing and delivery charges. Price quoted should be in Indian Rupees, free delivery at NIPER Mohali at site (DDP/FOR).

Further, depending on the nature of the goods, there may be cost elements towards installation and commissioning, operator's training, and so on. Normally, it may be included in the equipment cost but if it is quoted separately, the same will be added in the item price for the determination of ranking of the bidders. The offer/bid should be exclusive of all taxes and duties, which will be paid by the purchaser as applicable. However, the percentage of taxes & duties shall be clearly indicated. Necessary certificate will be issued on demand in respect of GST and Custom duty . The Buyer/PFC will have the right to award contracts to different Bidders for being lowest in particular items. For ranking of offers, price of complete scope of supply as detailed in technical specifications, the procuring authority/Purchaser may decide as follows for comparison of price bid –

- (i) All items of the bid which are mandatorily required to meet the tendered specifications of the item/system
- (ii) If a bidder has put certain items/modules which are required to meet the tendered specifications in the 'optional' part of the bid, then such optional items shall also be included for the purpose of price Comparison .
- (iii) On the other hand, if a bidder has inadvertently included any item/module in its main price bid which is not required as per tender specifications, then the price of such item/module shall be excluded from the price comparison provided that the price for the said item/module is clearly reflected separately in the bid
- (iv) Anything asked as 'optional' in our specification is not to be included for overall comparison

Non-conformities between Figures and words: Sometimes, non-conformities/errors are also observed in responsive tenders between the quoted prices in figures and in words. This situation normally does not arise in case of e-Procurement/Etender . This should be taken care of in the manner indicated below:

- (i) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected.
- (ii) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the

sub-totals shall prevail and the total shall be corrected;
(iii) If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

9. Taxes : Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser. However, GST etc, in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the order. For research purpose(s) ONLY, 5% GST will be applicable with concessional GST Certificate.

10. NIPER Mohali is exempted from paying custom duty under notification No.51/96 (partially or full) and necessary "Custom Duty Exemption Certificate" can be issued after providing following information and Custom Duty Exemption Certificate will be issued to the shipment in the name of the Institute, (no certificate will be issued to third party): The procured product should be used for teaching, scientific and research work only.

a) Shipping details i.e. Master Airway Bill No. and House Airway No. (if exists)

b) Forwarder details i.e. Name, Contact No., etc.

NIPER Mohali is partially exempted from paying GST and necessary GST Exemption Certificate will be provided for which following information are required.

b) Quotation with details of Basic Price, Rate, Tax & Amount on which ED is applicable

c) Supply Order Copy thereof

d) Proforma-Invoice Copy.

11. Rates Comparison:

Bidders are requested to send their rates on FOR, NIPER Mohali. **in Indian rupees.**

12. Spares:

The spare parts/wear & tear consumables, if any, required for trouble free operation of equipment to be quoted separately giving the full nomenclature, rate, quantity and shelf life of each item.

13. Indigenous items:

The items which can/are to be provided indigenously may be listed separately.

14. Parts of Equipments:

Where the equipment is composed of several subunits/components, the rate should be quoted for each subunit/component. The Institute reserves the right to increase or decrease the number of subunits/components and number of equipment according to its requirements. The rates in ambiguous terms will render the quotation liable to rejection. The words "Not quoting" should be clearly written against any item of equipment for which the tenderer is not quoting.

15. Payment Terms:

Payment will be made to the supplier through following modes.

a). Indigenous goods:

i) NEFT/Cheque/Demand Draft : 90% payment will be made within 30 days from the date of receipt of material at NIPER Mohali and balance 10% after successful installation of the equipment and on the submission of performance bank guarantee valid for warranty period + 3 months or

ii) NEFT/Cheque/Demand Draft : 100% payment will be made within 30 days from the date of receipt of material at NIPER Mohali and successful installation of the equipment.

16. Acceptance of Terms & Conditions:

Bidders must confirm the acceptance of all the terms and conditions of this NIT. Any non-acceptance or deviations from the terms and conditions must be clearly mentioned. However, tenderers must note carefully that any conditional offer or any deviation from the terms and conditions of this NIT. may render the tender liable for rejection.

17. Service Manual/Circuit Diagram

It is specifically required that the bidders will supply all the operating & service manuals and circuit diagrams alongwith the equipment.

18. Power Supply:

The equipment should be quoted only for 220 volts and 50Hz electricity supply. The extra requirement of line voltage, current rating etc. and the optimum climate and environment required for the equipment must be stated precisely. Voltage stabilizers/isolation transformers/CVT/UPS etc., as may be required shall be listed separately. The full technical specifications and literature in respect of the voltage stabilizer etc., must be furnished.

19. Guarantee/Warranty:

Duly signed and stamped certificate of at least 1 years comprehensive onsite warranty as per **Annexure-B** should be attached with the technical bid. Successful firm will be required to agree for payment of penalty for exceeding permissible downtime during Guarantee / Warranty period.

In addition to quoting for the equipment, the tenderers are also requested to quote separately, the charges and terms and conditions of SERVICE CONTRACT FOR A PERIOD OF FIVE YEARS, for maintaining the equipment at this institute after the expiry of the period of guarantee/warranty. The terms and conditions of the Service Contract are given in **Annexure 'C'**. It may be noted that the service contract charges may also be considered along with the cost of equipment while evaluating the quotations. Price List of Spares parts must be quoted. In case of any loss or damage done to the property / existing infrastructure of the Institute attributable to the personnel of the contractor, the full damages will be recovered from the Agency / Contractor and decision of the Competent Authority of institute in this regard will be final and binding on the contractor

20. Country of origin:

i) Country of origin of the quoted item should be mentioned in the offer in case of imported item.

As per Ministry of Finance, Deptt. of Expenditure, Public Procurement Division Order (Public Procurement No.1) issued from file No.6/18/2019-PPD dated 23rd July, 2020 regarding Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017, it is directed that any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority i.e. the Deptt. for Promotion of Industry and Internal Trade (DPIIT). The said order will not apply to bidders from those countries (even sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (updated lists of the countries are given in the Ministry of External Affairs)) (**Annexure F(i)**)

ii) You may refer the Govt notification in the below links for details & update <https://doe.gov.in/procurement-policy-divisions> (Rule 144 xi of the General Financial Rules 2017)

iii) Bidder are requested to submit self Declaration certificate as (**Annexure F(ii)**)

21. Service Facility: Bidder should mention about the service set up in India and how capable they are to provide after sales services.

22. Training: If required, should be included in your offer without any extra cost

23. Banker's details: Name and address of the banker of your company should be mentioned

24. Reference of supply: Name and contact details of the premier educational Institutes where the quoted equipment has been installed in India should be attached as per **Annexure-G**. Copies of at least two purchase orders may be attached(If possible). NIPER Mohali reserves the right to inspect the equipment for its actual performance in any of the listed Institute

25. NO WITHDRAWAL AFTER SUBMISSION OF BID OR MODIFY THE TERMS & CONDITIONS after acceptance of tender. In case Bidder fails to observe and comply with the stipulation made herein or back out after quoting the rate, the aforesaid amount of EMD/Performance Guarantee will be forfeited by NIPER-SAS Nagar, Mohali . Besides this, the bidder will also be liable to be debarred/backlisted from participating in the tendering process of NIPER SAS Nagar Mohali in future and/or suitable penalty will be levied.

25.Arbitration

1. In the event of failure to carry out the contractual obligations, with in the stipulated period or extended period and determination of the contract for any reason. Violation of the warranties etc. the NIPER Mohali shall have the right to carry out the unfinished obligation at the exclusive cost and risk of the bidder/firm, after due notice and the difference so accrued shall be recoverable from the bidder/firm.
2. The provision of the Arbitration and conciliation Act, 1996 or as at relevant time and of rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated in this agreement.
3. Upon every or any such reference, the cost of any incidentals to the reference and award(s) respectively shall be at the reasonable discretion of the Arbitrators or in the event of their not agreeing, of the Umpire appointed the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall be direct by whom and in what manner the same shall be borne and paid.
4. Panel of arbitrators will be provided by NIPER Mohali out of which the bidder will have to select one.

5. The bidder shall have no objection if the officer who has dealt with the case at any stage is nominated as an arbitrator. Further, that one of the arbitrator's shall be Accounts Expert.
6. In case of vacancy being caused due to resignation, death or incapacity of the arbitrator's to function as such, the same shall be provided in the aforesaid manner and the new arbitrator's shall proceed from the stage at which vacancy is caused.

26. Jurisdiction: The court of Mohali alone will have the jurisdiction to try any matter, dispute or difference between the parties arising out of his tender/contract. It is specifically agreed that no Court outside and other than Mohali court shall have jurisdiction in this matter.

27. Force Majeure : Any failure of omission or commission to carry out the provision of this contract by the supplier shall not give rise to any claim by one party, one against the other, if such failure of omission or commission arises from an act of God; which shall include all acts of natural calamities such as fire, flood, earthquake, hurricane or may pestilence or from civil strike, compliance with any statute and/or regulations of the Government, lockouts and strikes, riots embargoes or from any political or other reason beyond the supplier's control including war (whether declared or not) civil war or stage of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.

28 Risk & Cost In the event of failure to carry out the obligations, within the stipulated period or extended and determination of the contract for any reason, violation of warranties etc. The NIPER Mohali shall have the right to carry out the unfinished obligation at the exclusive cost and risk of the bidder/firm, after due notice and the difference so accrued shall be recoverable from the bidder/firm.

29 The Material found defective upon opening by the supplier representative in presence of Central stores personnel/indenter of NIPER Mohali or not as per tendered specifications will be lifted back at the cost and risk of the supplier. The material lying in the NIPER Mohali premises would be at the supplier's risk and cost.

30.Liquidated Damages: In case the firm fails to execute the supply as per the purchase order in whole or in part as per the terms and conditions of PO, NIPER Mohali can impose the penalty @1% per week of the undelivered stores, subject to a maximum of 10%. Value of the purchase order. It will also be open to the institute to procure the required item(s) from any other source at the risk and expense of the firm.

Note: The Director, NIPER Mohali reserves the right to accept/reject any or all tenders without assigning any reason thereof and also to reject the material if the same is not found conforming to the specifications, with further right to affect risk and cost of the purchases.

Annexure 'A'

Specification	Compliance of the quoted model	Compliance of alternate model, if any	Remarks

CERTIFICATE OF GUARANTEE/WARRANTY

(This certificate may be reproduced)

- i) I/We certify that the guarantee/warranty shall be starting from the date of satisfactory installation, commissioning and handing over of the equipment and of works conducted therewith covered under the Supply order in working Condition. During the guarantee/warranty period I/We shall provide “after sale service” and the replacement of any part(s) of the equipment or rectification of defects of work of the equipment will be free of cost. The replacement of the parts shall be arranged by us, at our own cost and responsibility. We undertake that the above guarantee/ warranty shall begin only from the date of installation, commissioning and handing over the equipment in working order. The benefit of change in dates of the guarantee/warranty period shall be in the interest of the user/your Institute.
- ii) During the warranty period, we shall provide at least three preventive maintenance visits & all breakdown services without any charges.
- iii) Uptime Guarantee : During the guarantee/warranty period, we will be responsible to maintain the equipment in good working condition for a period of 328 days (i.e., 90% uptime) in a block of 365 days. All the complaints will be attended by us within 5 days of receipt of the complaint in our office. In case there is delay of more than 5 days in attending to a complaint from our side then you can count the number of days in excess of the permissible response time in the downtime.
- iv) We certify that the equipment being offered/quoted is the latest model and that spares for the equipment will be available for a period of at least 10 years and we also guarantee that we will keep the Institute informed of any up-date of the equipment over a period of 5 years.
- v) We guarantee that we will supply spare parts if and when required on agreed basis for an agreed price. The agreed basis could be an agreed discount on the published catalogue price or an agreed percentage of profit on the landed cost.
- vi) We guarantee to the effect that before going out of production of spare parts, we will give adequate advance notice to you so that you may undertake to procure the balance of the life time requirements of spare parts.
- vii) We guarantee the entire unit against defects of manufacture, workmanship and poor quality of components.

Date :

**Authorised
Signatory
(With Seal)**

Place :

Annexure 'C'

TERMS AND CONDITIONS OF THE SERVICE CONTRACT

- i) During the service contract period, the firm shall provide at least THREE preventive maintenance visits and attend to all emergent and break-down calls per year.
- ii) Rate of AMC/CMC will be quoted for the period after completion of warranty period and order for AMC/CMC be placed after completion of warranty (if required)
- iii) The service contract charges must be quoted separately for each year strictly.
- iv) The service contract charges should be quoted only for services and travel cost etc. and should not include the cost of any replacement parts/components which shall be arranged by the Institute at its own cost. However, a price list of all spares must be provided to the Institute.
- v) The removed/un serviced spare parts shall be the property of NIPER , Mohali and shall be handed over to Indenter by the service provider alongwith service report.
- vi) In each block of 365 days during the entire service contract period the firm will be responsible to maintain the equipment in good working condition for a period of 328 days (i.e. 90% uptime). The time taken by the Institute in providing to the firm the spare parts shall not count towards the downtime. All the complaints will be attended by the firm within 5 days of the dispatch of the complaint to their office. In case there is delay of more than 5 days in attending to a complaint then the number of days in excess of the permissible response time shall be counted in the downtime. The above said response time of 5 days for attending to a complaint will not be counted in the downtime. In case total downtime exceeds the permissible limit as defined above, the service contract shall be extended by the period in excess of the permissible downtime subject to limit of 30 days in a block of 365 days. However, for the period of the downtime in excess of 30 days in block of 365 days, a fine equivalent of double the daily service contract charges shall be recovered from the firm.
- vii) The replaced parts shall remain the property of the Institute.
- viii) The firm will deposit a security in form of Bank Guarantee equivalent to 50% of the additional value of the Annual service contract towards execution of the service contract and to cover the service contract period of five years. This will be furnished within a period of 15 days after the expiry of the guarantee/warranty period. No Advance payment of AMC shall be made under normal circumstances.
- ix) The firm shall try to repair the equipment at Institute itself. However, the equipment may be taken to their site, on their own expenses if in case it is not possible to repair the same at NIPER, the firm shall take the entire responsibility for the safe custody and transportation of the equipment taken out for repairs till this is handed over to purchaser after repair. Any loss of equipment or its accessories on account of theft, fire or any such reasons shall be the sole risk and responsibility of the firm who will compensate the Institute for such losses at FOB value of the damaged/lost equipment/part including accessories.
- x) During the service contract period the parts/components that may be needing replacement shall be made available by the Institute at their own expenses and all import formalities, payment of custom duty etc., shall be complied with/borne by the Institute.
- xi) All service contract charges will be invoiced thrice in each year. The payment of the invoice will be made in arrears after satisfactory servicing within 30 days of the date of submission of the invoice.
- xii) No price revision will be accepted by the Institute during the entire tenure of the service contract agreement.

FORMAT FOR MANUFACTURES`S AUTHORISATION CERTIFICATE

**The Director
NIPER, SAS Nagar
Mohali**

Subject: Tender for “.....”.

Dear Sir

**We manufactures of original equipment at (..... Address of factory
.....do hereby authorize M/s (Name and address of
Agent) to submit a bid, negotiate and receive the order format against your tender enquiry.**

**M/s is authorized to bid and conclude the contract in regard to
this business.**

**We hereby extend our full guarantee and warranty as per clause Conditions
NIQ for the goods and services offered by the above firm.**

Yours Faithfully

Name & Signature

**For and on behalf of M/s (Name of
manufacturer)**

Note :

- 1. Items of indigenous nature or quoted in INR, more than 1 authorized representative may participate in the same tender and submit their bids on behalf of their OEM/Principal/Manufacturer if the OEM permits more than one authorized bidder in such case as per their policy.**
- 2. Inc cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer**
- 3. The letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. The same should be included by the bidder in its techno-commercial unpriced bid.**

**TO BE PROVIDED BY OEM ON LETTERHEAD
DECLARATION OF COUNTRY OF ORIGIN**

To

**The Director
NIPER SAS Nagar
Mohali**

Subject: Declaration of Origin

Tender Reference No.

Name of Tender:

- 1. Counter of Origin of Goods being offered (OM No. 6/18/2019-PPD dated 23.07.2020)**

- 2. “ Local Content” means the amount of value added in India which shall, be the total value of the item being offered minus the value of the imported content in the item (including all customs duties) as a proportion of the total value, in percent.**

- 3. “*False declaration will be in breach of 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.”**

Yours Faithfully

Name of the bidder, with official seal)

**SELF DECLARATION CERTIFICATE
(To be given in bidder`s letter head)**

NIPER E-Tender No.

DATED.....

1. “ I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority, I hereby certify that this bidder fulfills all requirement in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]”

2. “ I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or ; if from such a country, has been registered with the Competent Authority and will not sub-Contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered [Where applicable, evidence of valid registration by the Competent Authority shall be attached]”

(Bidder`s Signature with official seal)

ANNEXURE -H

MANDATE FORM FOR PAYMENT

Sr.No.	Supplier Details	
1	Vendor Name	
2	Father/ Husband Name	
3	DOB	
4	PAN Number	
5	Aadhaar Number	
6	TIN Number	
7	Service Tax No.	
9	Address1	
10	City	
11	Country	
12	State	
13	District	
14	Pin code	
15	Mobile No.	
16	Phone	
17	Email	
18	Bank Name	
19	IFSC Code	
20	Account Number	
21	Others	

Bidder(s)/Authorized Signatory (ies)

DECLARATION SHEET

We..... hereby certify that all the information and data furnished by our organization with regard to this tender specification are true and complete to the best of our knowledge. I have gone through the specification, conditions and stipulations in details and agree to comply with the requirements and intent of specification. This is certified that our organization has been authorized (Copy attached) by the OEM to participate in Tender. We further certified that our organization meets all the conditions of eligibility criteria laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / product updates and extend support for the warranty. The prices quoted in the financial bids are subsidized due to academic discount given to NIPER Mohali

We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/ Govt. Department/ Public Sector Undertaking.	NAME & ADDRESS OF THE Vendor/ Manufacturer / Agent
1. Phone	
2. FAX	
3. E.Mail	
4. Contract person Name	
5. Mobile Number	
6. GST Number	
7. PAN Number	

FORMAT FOR NON BLACKLISTING OF SUPPLIER

I/ We _____Manufacturer/partner/Authorized Distributor/Agent (strike out which is not applicable) of (Supplier) _____ do hereby declare and solemnly affirm that the individual/firm/company is not black-listed by the Union/State Government/Autonomous body.

Yours Faithfully

Name of the bidder, with official seal)

I/ We hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed.

Yours Faithfully

Name of the bidder, with official seal)