



NATIONAL INSTITUTE OF PHARMACEUTICAL EDUCATION & RESEARCH (NIPER),
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4.Global E-Tender for Inductively Coupled Plasma Mass Spectrometry (ICP-MS)(T6/2022)

National Institute of Pharmaceutical Education and Research (NIPER) invites online e-tenders in two –bid format for **Inductively Coupled Plasma Mass Spectrometry (ICP-MS)** at the Institute as per the specification and other details given in the tender documents can be obtained from the website: www.tenderwizard.com/NIPER and official website of the NIPER <http://www.niper.gov.in> and CPP Portal : <https://eprocure.gov.in/>

1	Date of submission of e-tender	Start Date 18.10.2022 at 10.00 AM
		End Date : 10.11.2022 at 05.00 P.M
2	Opening of Technical Bid (online)	11.11.2022 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.

Officiating Registrar

<u>Technical Specifications of Inductively Coupled Plasma Mass Spectrometry (ICP- MS)</u>	
<u>General</u>	ICP-MS system for elemental analysis which is the latest in the category and capable to deliver sub-ppb level analysis of elements ions. System should be bench top model
Purpose	Trace and ultra-trace elemental analysis (ppm, ppb and ppt) in a single aspiration and in a single method. Detailed specifications are as follows
	<u>Technical specifications</u>
<u>S.No</u>	
1.	Sample introduction system should comprise of peristaltic pump, nebulizer (Quartz or better), and spray chamber
2.	A peristaltic pump with ≥ 10 rollers multi-channel (3 channel or more) which can support variable flow rates.
3.	It must include quartz nebulizer as standard having high resistance to acids
4.	Peltier-cooled, temperature controlled quartz spray chamber
5.	Quartz torch with 2.5 mm ID injector
6.	Fully automated software controlled adjustment of the position of torch with independent movements in all three X, Y and Z directions.
7.	Three or more software controlled gas mass flow controllers or equivalent technology for control of plasma gas lines (nebulizer, plasma and auxiliary gas flow). Additional MFC for organic solvent usage should also available
8.	Argon gas dilutions system like AGD/UHMI/AMS without any manual intervention should be quoted
9.	Sample introduction system must be able to handle samples containing high TDS of ranging in between 20 to 40% through software controlled AGD/UHMI/AMS. All necessary accessories required for running High matrix high TDS samples should be included as standard supply
10.	The ICPMS must have software controlled RF generator operating between 25 to 40 MHZ. The RF power range of ICP-MS should be operating at range 500 to 1600W or better for automatic control of torch ignition, shutdown and system warm up.
11.	Automatic shutdown of the plasma by the system after completion of analysis
12.	Suitable water cooled interface vacuum and with standard high performance Ni sampling and Ni skimming cones for high matrix samples with minimal matrix condensation to suit all applications
13.	The ICP-MS system should have one or more cones/interface should be to achieve all desired performance specifications of the instrument. In combination with all parts of the instrument guaranteed specification can be achieved
14.	Lens /cones system should be outside the vacuum system to reduce down time
15.	The ion focusing system capable of removing all neutrals & photons from the ion path without causing any wear and tear to any part of the optics. For maintenance, free optics ICPMS system should have horizontal/off axis or quadrupole optics. The ion optics/ quadrupole optics must be covered in warranty for 10 years of operation with approx. 40,000 sample
16.	(A). Sensitivity specifications are as follows: (UOM): MCPS/ppm <ul style="list-style-type: none"> • 9Be or Li: 5 or better • 115In or Y: 90 or better • 238U or Tl: 70 or better

	<p>(B). Detection limit : as follows</p> <ul style="list-style-type: none"> • 9Be or Li: 1 ppt or better • 115In or Y: 0.5 ppt or better • 238U or Tl: 0.5 ppt or better <p>(C). Following points should also be met:</p> <ul style="list-style-type: none"> • Oxide ratio (%) CeO/Ce \leq2.5 or better
17	<p>Mode of operation: ICP-MS shall be capable of three modes of operation: Standard Mode, Collision Cell Mode and Reaction Cell to utilize a wide variety of gases like, H₂/O₂/CH₄ (Min two gas) in pure and/or pre-mixed gas as per hardware requirement. The system should run Standard mode, KED mode and reaction mode simultaneously in single run. System should have dedicated and separated or universal gas line for helium and reactive gas in reaction mode with mass flow controller as per hardware requirement to comply the application.</p> <p>Fully automated and software controlled change over between standard, collision and reaction modes</p>
18	<p>Control: Fully automated and software driven switching of reaction and collision gases or premix gas. Unit will have the flexibility of applying both gases using single method for removal of interferences. The Cell should possess factory fitted mass flow control (MFC) or an equivalent technology for collision as well as reaction or mixed gas according to the system requirement. The cell should be able to perform Mass shift/proton shift reaction</p>
19	The mass range should be from 5-260 amu or better
20	Quadrupole based Ion detector with RF 2 MHz or higher
21	Mass scan speed should be \geq 3000 amu/s or better
22	The analyser must have the ability to discretely control the resolution of selected mass regions dynamically without affecting the overall nominal resolution of the system
23	True linear dynamic range ion detection should be 10 or more orders of magnitude
24	Vacuum system: Should have rotary pump or turbo molecular pump corrosion resistant for extremely high gas throughput
25	Auto sampler: Auto sample should hold 100 vials or more. It should control by same software provided by the manufacturer of ICP-MS. It should have free X, Y, Z movement, washing & random access to all sample vials
26	System controller and operating system & printer: The ICPMS and other attached supporting system shall be driven from a dedicated computer system (branded PC with i7 or better processor with appropriate RAM) having the latest hardware and operating system) with LCD/LED touchscreen of 32 inch or more along with wireless keyboard and mouse & Branded compatible printer for offline data analysis The software shall provide fully integrated operation of the machine and sample inlet system. There should be a facility of automatic data transfer from the ICP-MS PC to the desired location as per customer's choice.
27	Vendor should also offer an additional latest branded PC to support the system and sufficient storage (to keep the data for 10 yr) with LCD/LED touch screen of 32 inch or more along with wireless keyboard and mouse & Branded compatible printer for offline data analysis with min 01 off-line licenses of the software to perform off-line activity
28	Standards to supply: Individual/Multi Trace Metal standards (1000ppm, 100ml) with certificate of analysis for elements and 2 year expiry such as: Chromium, Cobalt, Copper, Manganese, Molybdenum, Selenium, Zinc, Calcium, Sodium, Potassium, Mercury, Cadmium, Iron, Nickel, Platinum, Selenium, Silver, Thallium, Arsenic, Antimony, Aluminium, Beryllium, Silicon, Iodine, Platinum.
29	<p>Speciation studies: The system should be capable of performing speciation studies of following ions: As, Cr, Hg, Se. The columns (Two each) for speciation of As, Cr and Hg should be quoted. An integrated /inbuilt LC-ICP-MS interface to be provided which should include quaternary pump , degasser, flow cells, column heater, speciation column for As, Cr, Hg, Se(two each) with all required accessories. The full configuration of HPLC-ICP-MS and transfer valve must be under one single software control.</p>
30	The analysis of ions mentioned along with speciation is essential to be shown at the time of installation.

31	The system should be capable of nanoparticles concentration estimation. Dwell time of detector should be 100 microseconds or better
32	Dual magnetron, and 1800 watt Microwave digestion system should be provided for sample preparation. Temperature range: 230 degree or better Pressure: 25 bar or more No. of vessels:12 or more should be put in single run Each vessel size should be 50ml or more
33	The system must be provided with trained manpower (operator) for at least two years.
<u>Additional Consumables & Spares</u>	
34	Additional Consumables & Spares/ accessories to be quoted apart from 1 qty. each which comes by default. for - Ni Sample cone-5 Nos. - Ni Skimmer/hyperskimmer Cone-05 Nos. – Quartz Spray Chamber-05 Nos. – Quartz Torch-05 Nos. – Quartz injector-03 Nos. – Standard spray chamber- 03 set – Peristaltic Pump Tubing for samples – uptake-150 Nos. Peristaltic Pump Tubing - Drain- 150 Nos. Internal STD kit with Peristaltic Pump Tubing for ISTD- 150 Nos. Auto sampler uptake Probe- 03 Nos. Pump oil – for 10 years of operation - Preventive maintenance kit- 05 Nos. Platinum sample cones- 3 set Cone cleaning solution – 2 gallon(if required) Swab cotton tipped both ends- 300 Nos. (if required) Alumina powder- 100 gm- 5 set (if required) ICPMS autosampler vials-2000 Nos Organic solvent tubing complete set sample & drain(15 Nos each) Quartz Nebulizer: 05 Nos. Screw, spacer and O-ring for cell - 02 sets Fluid filter for chiller - 02 sets Fluid for chiller - 07 L Rf coil/equivalent technology-3 No. Shield torch/plasma lock or equivalent technology - 5 No PFA/Inert sample and rinse tubing - 02 sets Oil Element for Outlet Mist Filter -05 set Replacement cartridge for oil mist filter for Rotary pump -05 set Graphite gasket for Sampling cone- 25 Nos. Sample tubing for nebulizer, 0.5mm id (30 set) Tubing for spray chamber drain (20 Mtr) Standard autosampler probe and complete tubing set - 10 sets HF/Inert kit with dedicated nebulizer, spray chamber, tubing set, inert torch and platinum cone set Note: Apart from above consumables vendor should offer any other consumables if required. Any consumable not required for particular instrument may be omitted
35	The institute shall provide room for instrument; other specifications for site preparation are to be fulfilled by the vendor only for successful installation. The vendors may visit the site for tentative expenditure
36	Only the principle company may participate in tender. All the agreements shall be done with principle company only.

37	<p>Items for installation requirement</p> <ul style="list-style-type: none"> • All necessary pre-installation requisites/consumables including chemicals, acids, gases and standards for complete installation and demonstration of the instrument need to be supplied. • Gas cylinders with regulators (minimum number of cylinders required are mentioned here): Argon - 08 Nos., Helium - 02 Nos., reaction gas cylinders: Methane/Oxygen/Hydrogen – 02 Nos. (min. two gas) as per system requirement to comply with all applications and regulations. Gas Panel as per requirement • Manifold with four cylinder capacity for Argon. Gas line installation. • Argon manifold for 4 cylinders with auto change over, valves, regulator and gas purification panel-01 no. • Suitable exhaust fume hood assembly for both ICP-MS and microwave digestion system. • Compact and low-noise chiller unit(s) as per manufacturer’s recommendation. • Inorganic Speciation standards and columns for As, Cr, Hg and Se. • Auto-tuning standards. • Single nanoparticles standards for Au and Ag (three concentrations each) • ICP-MS Grade suprapure Acids: 5L Nitric acid, 5L Hydrochloric acid, 2 Ltr Hydrogen Peroxide, 4 Ltr Hydrofluoric acid. • Suitable granite-top tables for ICP-MS & LC unit and desktop. • Suitable online 20KVA UPS for a minimum backup for 1-2 hr. (including MCBs, wires and all fittings etc.) • 1.5 ton A.C with installation-2 Nos <p>Vibration free table with granite top to keep the system and one separate computer table to keep the PC and printer</p>
38	<p><u>Special Requirement</u></p> <p>a) As the 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 years 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.</p> <p>b. Further, as the instrument is expensive and multi user equipment, One year standard warranty followed by AMC for 5 years is a must and this must be specifically mentioned in the quotation by the vendor/ principal. AMC will cover main instrument as well as all accessories supplied with the main instrument In case, the vendor provides the warranty, the principal should certify (authenticate). Appropriate documents must be attached along with the quotation in this regard.</p> <p>A certificate will be required from the original instrument 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. AMC will cover main instrument as well as all accessories supplied with the main instrument.</p>

	<p>c. Downtime period should be mentioned.</p> <p>d. Number of service engineers available in the region should be specified.</p>
39	<p><u>Training</u>: The supplier must provide one-week comprehensive training on operation, application and maintenance of the instrument after installation at NIPER.</p>
40	<p><u>Optional</u></p>
	<p><u>AMC</u> Company should quote price for additional 5 years AMC after completion of one year standard warranty and 5 year AMC. AMC will cover main instrument as well as all accessories supplied with the main instrument.</p>

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 Rs 2,00,000.- (Rupees Two 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**
- (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 or other , 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.
- c). 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 Custom duty. The Purchase 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.

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.(Custom duty payable as per latest Govt. notification)

- a) Shipping details i.e. Master Airway Bill No. and House Airway No. (if exists)
- b) Forwarder details i.e. Name, Contact No., etc.
- c) Quotation with details of Basic Price, Rate, Tax & Amount on which CD is applicable
- d) Supply Order Copy thereof
- e) Proforma-Invoice Copy.

11. Rates Comparison:

Bidders are requested to send their rates on F.O.R, NIPER Mohali, in case of indigenous items and on F.O.R. basis in case of imported item with separately mentioning FOB/FCA+ CIF/CIP + taxes + F.O.R. Charges. Rates comparison will be on Net Price (including Freight /Insurance /Installation /Taxes etc.) if offers are received both for indigenous and import items. Rate of foreign currency will be taken from RBI website as on the opening of the technical bids for the purpose of conversion 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:

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% payment on successful installation of the equipment at NIPER on the submission of performance bank guarantee for 10% of purchase Value, valid for warranty period + 3 months .

b) Imported goods

90% payment will be made through Letter of Credit on presentation of original shipping documents to the bank and balance 10% payment on successful installation of the equipment at NIPER on the submission of performance bank guarantee for 10% of purchase Value, valid for warranty period + 3 months

c) NIPER authority wish to inform that the payment terms Within 30 days after delivery through TTR /Wire Transfer instead of irrevocable Letter of Credit to avoid documentation as L/c opening charges and L/c amendment charges (if any) to amend the L/c clause after opening the L/c. is very high Bank charges occurred outside India will be borne by the beneficiary

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 for onsite warranty as per specification 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 E**)

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**)

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.

26. Arbitration

1. In the event of failure to carry out the contractual obligations, within 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. **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

(Name of the bidder, with official seal)

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 per year & 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:

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.**

(Name of the bidder, with official seal)

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

To

**The Director
NIPER SAS Nagar
Mohali-160062, Punjab**

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)

PROFORMA FOR USER/CLIENT LIST

S.No.	Name & full address of purchaser	Purchase order No. & date	No. of Units (Qty)	Model No. with date of Installation	Contract person with cell phone and e-mail.id

(Name of the bidder, 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	Address I	
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	

(Name of the bidder, with official seal)

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)

