



NATIONAL INSTITUTE OF AYURVEDA

(An Autonomous Organization under the Ministry of AYUSH)

Jorawar Singh Gate, Amer Road, Jaipur 302002 (Rajasthan), India

www.nia.nic.in

Tender For

H.P.L.C. instrument supply

At

National Institute of Ayurveda, Jaipur

NIT Issue Date :	09 th March, 2020
NIT No. :	NIA/AH/2020/0301
Last Date of Submission :	18 nd March, 2020 at 03:00 PM
Bid opening :	19 th March, 2020 at 03:15 PM
Contact Person :	Prof. Sanjeev Sharma Director, National Institute of Ayurveda.
Cost of the Tender Document	Rs 500.00
Earnest Money Deposit :	Rs 44,000 (Rs. Forty Four Thousand Only) by Demand Draft in favour of Director, National Institute of Ayurveda, Jaipur payable at Jaipur.
Fax No. : Telephone No. : Email ID. :	0141-2635816 0141-2635744 / 2636476 / 2636477 nia-rj@nic.in, itincharge.nia@gov.in

Note: Tender documents may be downloaded from institute's website www.nia.nic.in

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Section I.

Tender Cost By DD Rs. 500/-

Tender form (निविदा -पत्र)

राष्ट्रीय आयुर्वेद संस्थान

माधव विलास पैलेस, आमेर रोड, जयपुर-302002

फर्म का नाम

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निविदा पत्र

1. विषय : निविदा जिस कार्य/वस्तु के लिये दिया जा रहा है

उसका नाम : **H.P.L.C. instrument supply**

(निविदा की अनुमानित लागत 22,00,000 रुपये होगी । निविदा के साथ अनुमानित लागत की 2 प्रतिशत धरोहर राशि के रूप में रुपये 44,000/- का डिमाण्ड ड्राफ्ट निदेशक, राष्ट्रीय आयुर्वेद संस्थान, जयपुर के नाम जमा कराना अनिवार्य होगा)

2. निविदादाता का पूरा नाम :
3. प्रेषित अधिकारी/कार्यालय का नाम : निदेशक, राष्ट्रीय आयुर्वेद संस्थान, जयपुर
4. निविदा शुल्क राशि रुपये रसीद नं./डी.डी. नं.दिनांक संलग्न किया गया है ।
5. आयकर व बिक्रीकर चुकता प्रमाण पत्र संलग्न है/नहीं है ।
6. धरोहर राशि रुपये रसीद नं./डी.डी. नं.दिनांक निदेशक, राष्ट्रीय आयुर्वेद संस्थान, जयपुर के नाम बनाकर संलग्न कर दिया गया है।
7. सभी संलग्न कुल दस्तावेज पृष्ठ संख्या से तक अंकित है एवं हस्ताक्षरित है ।
8. मैं/हम निविदा प्रपत्र के साथ संलग्न शर्तों को स्वीकार करते हैं और इससे बाध्य रहेंगे।

स्थान:

दिनांक :

निविदादाता के हस्ताक्षर

(सूचक मय रबड़ स्टाम्प)

Section II

About NIA

1. Introduction

NATIONAL INSTITUTE OF AYURVEDA was established on 7th February 1976 by the Ministry of Health and Family Welfare, Government of India. The Institute is first of its kind in India having a national character and international repute with the following

2. Aims and Objectives:

- To promote the Growth and Development of Ayurveda.
- To produce Graduates and Post-Graduates in all Branches of Ayurveda.
- To conduct Research on various aspects of Ayurveda
- To provide Medical Care through Ayurvedic Systems of Medicine to the suffering humanity.
- To provide and assist in providing service and facilities of highest order for Research, Evolution, Training, Consultation and Guidance to Ayurvedic System of Medicine.
- To conduct Experiments and develop Patterns of Teaching Under-Graduate and PostGraduate Education in all branches of Ayurveda.

3. The Functioning of NIA

NIA is an apex Institute under the Ministry of AYUSH for promoting the growth and development of Ayurveda as a model Institute for evolving high standards of teaching, training, research and patient care and also to invoke scientific outlook to the knowledge of Ayurvedic System of Medicine. The Institute, an Autonomous Body under Ministry of AYUSH Govt. of India, is registered under the Rajasthan Societies Registration Act, 1958.

4. OFC backbone system objectives of NIA

NIA is planning to buy a H.P.L.C. instrument for testing of chemical the drug.

1. "BOM" –Bill Of Material

S.no	Product	Qty	Remark
1.	H.P.L.C. instrument	1 Nos.	

Material Detailed Specifications

S. No.	Name of Equipment	Qty	Specification
1	H.P.L.C.	1 (ONE)	<p style="text-align: center;">Pump</p> <p>Flow rate range: 0.0001 to 10.0000 mL/min, Flow rate precision: No more than 0.06% RSD or 0.02 min SD, whichever is greater, Gradient type: High-pressure / low-pressure mixing gradient, Gradient / concentration precision: ±0.5%.</p> <p style="text-align: center;">Auto sampler</p> <p>Injection method: Needle-in-flow path Injection volume accuracy: ±1% Injection volume range: 0.1 to 100 µL Injection volume reproducibility: 0.3% Samples capacity: Sample plate: 175 (1 mL), 105 (1.5 mL), 50 (4 mL), 2 (MTP/DWP plates), Control plate: 10 (1.5 mL) Sample cooler: Block cooling/heating, used together with defumidifying function 4 to 40°C</p> <p style="text-align: center;">Oven</p> <p>Oven Capacity: W220 × D95 × H365 mm Temperature control range: Room temperature ± 10 to 85°C, Setting range 4 to 85°C</p> <p style="text-align: center;">UV Detector</p> <p>Wavelength Range: 190 to 900 nm (with optional tungsten lamp) Flow cell: 12 µL (10 mm), 12 MPa Option cell: High-Sensitivity: 8 µL (10 mm) Semi-micro: 2.5 µL (5mm)</p> <p style="text-align: center;">PDA Detector</p> <p>Wavelength Range: 190 to 800 nm, Flow cell: 10 µL (10 mm), 8 MPa Option cell: High-Sensitivity: 8 µL (10 mm)</p>

Note:- enclosed self certified brochure of the to be supplied instrument failing which the bid will be rejected.

Section IV

Terms and Conditions

1. Qualification Criteria

- 1.1. The Bidder/OEM may be a Government Organization / PSU / PSE / Partnership firm / Proprietary firm or a Private Limited Company under Indian Laws. Self-certified legible copy of supporting document should be attached with technical bid.
- 1.2. The Bidder/OEM should have at least three year experience in similar business. Self-certified legible copy of supporting document should be attached with technical bid.
- 1.3. The Bidder / OEM should have average turnover of Rs. 50 Lakh in the last 3 years (2016- 17, 2017-18 and 2018-19) in similar business. Chartered Accountant Certified Balance Sheets of these last 3 years should be attached with Technical Bid.
- 1.4. The Bidder / OEM should have supply and installed at least one similar product during the last 1 year. Copy of the purchase orders and satisfactory services certificates document must be attached with technical bid.
- 1.5. The Bidder / OEM must possess a valid GST number and should attach a self-certified copy of the same.
- 1.6. The Bidder/ OEM should attach an undertaking to the effect that the firm or any of its partner, director, Board Member of any firm has not been black listed by any Government / Semi Government Organization/statutory body. If it is found that the Firm has been blacklisted at the later stage then the bid / the contract will stand cancelled with forfeiture of EMD amount / pending dues.
- 1.7. The bidder / OEM should have an established development set up in India.
- 1.8. The bidder should submit an Ink-Signed Authorization letter from OEM / Technology partner
- 1.9. If the Bidder / OEM has a valid GLP compliance certificate of the equipment, it should attach a self-certified copy of the same.

2. Instruction to the bidders

- 2.1. The technical specifications are the minimum requirements of the purchaser. The Bidder is at liberty to indicate higher specifications than the minimum level. The purchaser reserves the right to place order at the higher specifications offered by the Bidder. Similarly, the support & warranty period is the minimum required. The Tenderer is at liberty to offer a higher support &warranty period and the Purchaser / Indenter reserves the right to avail of the longer support &warranty period offered.
- 2.2. **Expenses Incurred During Execution Of Tender** - It may be noted that NIA will not pay any amount / expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses, regardless of the conduct or outcome of the tendering process.

- 2.3. **Non Transferable Tender** - Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect without the advance written consent of the NIA.
- 2.4. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.
- 2.5. The complete bidding process is online. Bidders should be in possession of valid digital Signature Certificate (DSC) of class II or III for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above.
- 2.6. Tenderer/Contractor/Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer/Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'.
- 2.7. Bid documents may be scanned with 100 dpi in black and white option which helps in reducing size of the scanned document.
- 2.8. **EMD Payment:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of **Rs. 44,000/- (Rupees Forty Four Thousand Only)** by way of demand drafts or Bank Guarantee only. The demand drafts or Bank Guarantee shall be drawn in favour of "**Director NIA, Jaipur**" payable at Jaipur. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee/ Security Deposit and for unsuccessful bidder(s) it would be returned after award of the contract. **The demand drafts or Bank Guarantee for EMD must deliver to Director, NIA, Jaipur on or before last date/time of Bid Submission.**
- i. Tenderer shall not be permitted to withdraw his offer or modify the terms and conditions thereof. In case the tenderer fails to observe and comply with stipulation made herein or backs out after quoting the rates, the aforesaid amount of earnest money will be forfeited.
 - ii. The Firm who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of registration must be provide d along with technical bid)
 - iii. The EMD, in case of unsuccessful Bidders shall be retained by NIA, Jaipur till the finalization of the tender. No interest will be payable by NIA, Jaipur on the EMD.

2.9. Submission of Tender:

The tender shall be submitted online in two part, viz., technical bid and financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

2.10. Technical Bid

The following documents are to be furnished by the Contractor/Bidder along with Technical Bid as per the tender document:

- i. Signed and scanned copy of appropriate value of valid registration certificate (if any), experience certificate as per the tender notice, PAN, GST registration certificate and Tender Acceptance Letter.
- ii. Signed and Scanned Copy of Make and model of all systems, sub systems and additional items should be mentioned in the technical bid and complete technical details should be provided in the form of Brochures and write-ups.
- iii. The technical offer shall be submitted in the Format given by NIA in this Tender Document.
- iv. The technical bid should not contain any price information

2.11. Financial Bid

The following documents are to be furnished by the Contractor/Bidder along with Financial Bid as per the tender document:

- i. Financial Bid shall be submitted only as per the format given as BoQ.
- ii. The bidder should submit an undertaking that there are no deviations to the specifications mentioned in the tender either with the technical or commercial bids submitted.
- iii. It should give all relevant price information and should not contradict the Technical Offer in any manner.
- iv. The prices quoted in the financial bid should be without any conditions.
- v. The price schedule must be filled in completely, without any error, erasures or alterations.
- vi. Tenderer should quote only all-inclusive Price, inclusive of Supply, Installation, commissioning, Transportation, Forwarding, Insurance, Training, Support & Warranty, taxes and duties.
- vii. Price quotation accompanied by vague and conditional expression such as "subject to immediate acceptance", "subject to confirmation before sales", etc will be treated as being at variance and shall be liable for rejection.
- viii. Prices quoted will be firm for the entire period of Contract. All prices to be quoted in Indian Rupees, and must clearly state all applicable taxes which must be included in quoted price.
- ix. It is the responsibility of the Vendor to clearly identify all costs associated with any item or series of items in this Tender document. The Vendor must include and complete all parts of the cost Proposal in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Vendor's cost proposal will be considered as valid ground for rejection of the Vendor's proposal. Costs that are not clearly identified will be borne by the Vendor

2.12. The selected bidder withdraws his tender before furnishing an unconditional and irrevocable Performance Bank Guarantee.

- 2.13. The bidder violates any of the provisions of the terms and conditions of this tender specification
- 2.14. The EMD will be refunded to:
- i. The successful bidder, only after furnishing an unconditional and irrevocable Performance Bank Guarantee for 10% of the contract value or after submitting an undertaking for not demanding 10% payment till one year after project completion.
 - ii. The unsuccessful bidders, only after acceptance of the "Letter of Appointment" by the selected bidder.
- 2.15. **Completeness Of Tender Offer** - The Bidder is expected to examine all instructions, forms, terms, conditions, and specifications in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender offer not substantially responsive in every respect to the tender document will be at the Bidder's risk and may result in rejection of its tender offer.
- 2.16. **Authorised Signatory** - The selected bidder shall indicate the authorized signatories who can discuss and correspond with the NIA, with regard to the obligations under the contract. The selected bidder shall submit at the time of signing the contract, a certified copy of the extract of the resolution of their Board, authenticated by Board Secretary, authorizing an official or officials of the bidder or a Power of Attorney copy, to discuss, sign agreements / contracts with the NIA. The bidder shall furnish proof of signature identification for above purposes as required by the NIA.
- 2.17. **Only One Submission Permitted** - Only one submission of response to tender by each Vendor will be permitted. All submissions, including any Banking documents, will become the property of NIA.
- 2.18. **Clarification Of Offer** – To assist in the scrutiny, evaluation and comparison of offer, the Purchaser may, at its discretion, ask some or all Venders for technical clarification of their offer. The request for such clarification and the response shall be in writing. To speed up the response process, the Purchaser, at its discretion, may ask for any technical clarification to be submitted by means of facsimile / email by the Bidder. In such cases, original copy of the document describing the technical clarification must be sent to the Purchaser by means of courier / in person in addition to the copy sent in facsimile / email.
- 2.19. **Evaluation:** NIA shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and by applying the evaluation criteria, specified in the Tender Document. In the first stage of evaluation, a proposal shall be rejected if it is found deficient as per the requirement indicated in the Tender Document for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The proposals will be evaluated, based on the eligibility criteria and submission of all the requisite information / documents as asked for in this Tender Document.
- 2.20. Evaluation shall be made under **Combined Quality cum Cost Based System (CQCCBS)**. Under CQCCBS, the technical proposals will be allotted weightage of 60% and only Bidder's securing a minimum of 70% marks in technical evaluation shall be considered technically qualified. Financial proposals of only those firms who are technically qualified shall be opened publicly on the date & time specified, in the presence of the Bidder's representative who choose to attend. The name of the Bidder's, their technical score and

their financial proposal shall be read aloud. Financial proposals will be allotted weightage of 40%.

- 2.21. Proposal with the lowest cost will be given a financial score of 100 and other proposals given financial score that are inversely proportional to their prices.
- 2.22. The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.
- 2.23. **Highest point's basis:** On the basis of the combined weighted score for quality and cost, the Bidder's shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. In case H-1 bidder withdraws, second highest bidder H-2 will be considered.

Evaluation of Technical Bids - Minimum Eligibility Criteria bids received from the Bidders will be opened on the specified day in the presence of representatives of the bidders, who choose to be present as per the schedule stipulated by NIA. Subsequently a detailed analysis will be carried out by NIA. Based on responses to 'Minimum Eligibility Criteria', Bidders will be short listed for further technical evaluation. Proposals which do not meet Minimum Eligibility Criteria, will not be considered for further technical evaluation. The technical bid will be analyzed and evaluated, based on which the Relative Technical Score (RTS) shall be assigned to each bid. Technical Bids receiving a RTS greater than or equal to a score of 70 (cut-off marks) will be eligible for consideration in the subsequent round. The Parameters of the Technical evaluation are broadly in following table.

TECHNICAL EVALUATION PARAMETERS		
Marks Distributions:(Maximum 100)		
Minimum Marks to obtained for Technical Qualification - 70		
Criteria	Criteria Points	(Max Marks)
1. The bidder or OEM should have Supply same product in the previous year (01/01/2019 to 31/12/2019)		
a. For 6 or more Supply Similar product	20	Max Mark 20
b. For 5 Supply Similar product	16	
c. For 4 Supply Similar product	12	
d. For 3 Supply Similar product	8	
e. For 2 Supply Similar product	4	
f. Less than the above	0	
2. Satisfactory Services Certificate by Client where bidder"s supply same product in the previous year (01/01/2019 to 31/12/2019).		
a. Satisfactory Services Certificate by 6 or more Clients	20	Max Mark 20
b. Satisfactory Services Certificate by 5 Clients	16	
c. Satisfactory Services Certificate by 4 Clients	12	
d. Satisfactory Services Certificate by 3 Clients	8	
e. Satisfactory Services Certificate by 2 Clients	4	
f. Less than the above	0	
3. GLP Compliance Certification:		
a. GLP Compliance certificate	20	Max Mark 20
b. No GLP Compliance certificate	0	
4. Average Turnover of Last 3 financial years:		
a. More than 5 Crore	20	Max Mark 20
b. More than 2.5 Lakh to 5 Crore	16	
c. More than 1.25 Crore to 2.5 Crore	12	
d. More than 75 Lakh to 1.25 Crore	8	
e. More than 50 Lakh to 75 Lakh	4	
5. Future Extension or up gradation of Detector		
a. Option Available	20	Max Mark 20
b. Not Available	0	

2.24. **Short Listing Of Bidders** – NIA will short list technically qualifying Bidders and Financial Bids of Technically Qualified Bidders will be opened.

2.25. **Opening of Financial Bids** – The Financial Bids of Technically Qualified Bidders will be opened as per date specified in this Tender document in the presence of their representatives, who wishes to be present. After opening of the commercial offers of the short-listed Bidders, if there is a discrepancy between words and figures, the amount indicated in words will prevail.

2.26. Composite Evaluation Criteria

- a. The technical and financial scores secured by each bidder will be added using weightage of < 60% > and < 40% > respectively to compute a Composite Bid Score.
- b. The bidder securing the highest Composite Bid Score (**H1**) will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as follows:-

$$B_n = 0.60 * T_n + 0.40 * F_n$$

Where : B_n = overall score of bidder, T_n = Technical score of the bidder

(out of maximum of 100 marks), F_n = Normalized financial score of the bidder

- c. The bidder with lowest qualifying financial bid (L1) will be awarded 100% financial score. Financial Scores for bidders other than L1 will be evaluated using the following formula:

Normalized Financial Score of a Bidder:

$$F_n = (\text{Financial Bid of L1} / \text{Financial Bid of the Bidder}) \times 100$$

(Adjusted to two decimal places)

- d. In the event of the composite bid scores are in tie, the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of the Project.

2.27. Award Criteria - Contract will be awarded to the Vendor, whose combined score of Technical and commercial evaluation is highest.

2.28. Offer Validity Period - Offers against Tender should remain valid for 180 days from the date of Tender opening.

2.29. Right To Alter Items -The Purchaser reserves the right to alter the description and functionalities from the schedule of requirements specified in the tender. The purchaser reserves the right to vary specifications.

2.30. No Commitment To Accept Lowest Or Any Tender Offer –

- a. NIA shall be under no obligation to accept the best or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.
- b. NIA reserves the right to make any changes in the terms and conditions of the tender.
- c. NIA will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.

1.8 Corrupt And Fraudulent Practices - The Purchaser will reject a proposal for award if it determines that Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

Section V

General Terms and Conditions

1. **Duration to carry out the work order** – 6 weeks from the date of order.
2. **Governing Laws** – All Rules and Laws of Govt. of India as applicable.
3. **Performance Security Deposit -**
 - 3.1. The successful Supplier/ Bidder shall, within fifteen (15) days of the notification of Contract award, provide a Performance Security deposit for an amount of 10% of the value of the awarded contract.
 - 3.2. The proceeds of the Performance Security deposit shall be payable to the Purchaser as compensation for any loss (including loss of opportunity, time or cost) resulting from the Supplier's/ Bidder's failure to comply with its obligations under the Contract.
 - 3.3. Form of Performance Security deposit: Security Deposit in the form of cash will not be accepted. Performance Security may be furnished in the form of a Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank in favour of NIA, payable at Jaipur, Bank Guarantee/FDR should be valid for a period of warranty.
 - 3.4. Refund of Performance Security Deposit: The Performance Security deposit shall be refunded after two months of the expiry of warranty period.
 - 3.5. Forfeiture of Performance Security deposit: Performance Security deposit shall be forfeited/invoked in the following cases: -
 - i. When any terms and condition of the contract is breached by the vendor/service provider.
 - ii. When the Supplier/ Bidder fails to commence supply or stops making the supplies or fail to provide deliverables after partially executing the purchase/ work order.
 - iii. When the supplied/application software installed does not perform to the purchaser's expectation and the supplier does not or is not able to set right the software or in case of services, the supplier/contractor fails to fulfill its obligation under the contract.
 - 3.6. No interest will be paid by NIA on the amount of earnest money and performance security deposit.
 - 3.7. Proper notice will be given to the Supplier/ Bidder with reasonable time before earnest money/ performance security deposit is forfeited.
 - 3.8. Forfeiture of earnest money / performance security deposit shall be without prejudice to any other right of NIA to claim any damages as admissible under the law as well as to take such action against the Supplier/ Bidder such as severing future business relation or black listing, etc, as may be deemed fit.

4. **Confidentiality** - The Purchaser and the Supplier/ Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
5. **Sub-contracting** - Unless otherwise specified in the Contract, the bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchasing Authority. If permitted, the bidder shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. Subcontracts shall comply with the provisions of bidding document and/ or contract.

6. Specifications and Standards –

- 6.1. All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding.
- 6.2. Technical Specifications - The bidder should submit confirming the following:
 - i. Authorization letter from OEM / Technology partner
 - ii. Technology partner letter confirming '**Products quoted are not end of-life for the further period of at-least 3 years**'.
 - iii. Support including spares, Software upgrades shall be made available for at-least next 3 years

7. Commissioning and Operational Acceptance

- 7.1. Commissioning of the Project shall be commenced by the Bidder immediately after intimation of acceptance is issued by NIA.
- 7.2. The Bidder shall supply the operating and technical personnel and all materials required to carry out its obligations with respect to Commissioning of project.
- 7.3. The Operational Acceptance Tests shall be the primary responsibility of NIA, but shall be conducted with the full cooperation of the Bidder. During Commissioning of the H.P.L.C. for Animal House to ascertain whether they conform to the requirements and meets the standard of performance quoted in the Bidder's bid, including, but not restricted to, the functional and technical performance requirements.
- 7.4. If, for reason attributable to NIA, the Operational Acceptance Test of the installed system cannot be successfully completed within the period specified, from the date of Installation or any other period agreed upon in writing by the Client and the Bidder, the Bidder shall not be held responsible for that.

7.5. If the supplied systems fails to pass the Operational Acceptance Test(s) then NIA may consider terminating the Contract to the risk and cost of Bidder.

8. Completion Time Guarantee

The Bidder and the company who owns the patent of the technology being offered shall guarantee that it shall complete the Commissioning of project within the time periods specified in the Implementation Schedule and/or Agreed and Finalized Project Plan or within such extended time to which the Bidder shall be entitled to.

9. Defect Liability

The Bidder and the company who owns the patent of the technology being offered shall give a warrant that all Services/Products to be delivered under this contract:

- 9.1. shall be free from defects in the design and workmanship
- 9.2. complies with or exceeds the Technical Specifications
- 9.3. Commercial warranty provisions of products supplied under the Contract shall apply to the extent that they do not conflict with the provisions of this Contract.
- 9.4. In addition, the Bidder and the company who owns the patent of the technology being offered shall warrant that: The Warranty Period shall commence from the date of Operational Acceptance of the Backbone OFC system.
- 9.5. If during the Warranty Period any defect is found in the design, documentation, and workmanship of the Product/Services provided by the Bidder , the Bidder and the company who owns the patent of the technology being offered shall promptly, in consultation and agreement with the Client regarding appropriate remedying of the defects, and at its sole cost, repair, replace, or otherwise make good (as the Bidder shall, at its discretion, determine) such defect as well as any damage to the Products and/or Services caused by such defect.

10. Warranty

All goods/materials (including Cabling)/Labour work shall be supplied/carried out strictly in accordance with the specifications, datasheets, other attachments and conditions stated in the Bid/Order/LOI. All materials supplied by the Vendor shall be guaranteed to be of the best quality of their respective kinds and shall be free from faulty design, workmanship and materials. The Vendor shall be responsible for the warranty support and also for the post warranty support and as required by the NIA.

- 10.1. In case of failure, the Vendor needs to replace or repair the faulty part/component/device to restore the services at the earliest during the warranty period of 3 years from the date of acceptance of entire system with all subcomponents used in the project.
- 10.2. It is vendor's responsibility to keep the system in good working condition with minimum down time. Down Time should not be more than 30 minutes at an average throughout the warranty. The system should be up for more than 99% in a Quarter.

- 10.3. In case of equipment failure, the Vendor needs to replace or repair the faulty part/component/device to restore the services within 72 Hours during the warranty period of 3 years from the date of acceptance of entire system with all subcomponents used in the project.
- 10.4. The cost of the repairing or replacement of faulty part/component/device has to be entirely born by the Vendor.
- 10.5. In the event of default originating with the design, material arising at any time during the warranty period, the Vendor shall replace as may be necessary to ensure the material should function in accordance with the specification and to fulfil the foregoing Warranty without any delay.
- 10.6. The Vendor shall warrant that every work executed under the contract shall be free from all defects and faults in material, workmanship etc during warranty period.
- 10.7. In the event, the materials supplied do not meet the specifications and/or are not in accordance with the drawings data in terms of this order, and rectification is required at site, NIA shall notify the Vendor giving full details of difference. The Vendor shall attend the site on **Next Business Day (NBD)** of receipt of such notice to meet and agree with representatives of NIA, the action required to correct the deficiency. Should the Vendor fail to attend meeting at site within the time specified above, NIA shall be at liberty to rectify the work/materials and Vendor shall reimburse NIA all costs and expenses incurred in connection with such trouble or defect with appropriate penalty.
- 10.8. All expenses related to part/component/device, including hiring of specialized technical expertise, in case required, has to be borne by the Vendor during warranty period.
- 10.9. The Vendor also has to make alternate arrangement in case of major failure happening in the network, due to which services may be affected for longer period.
- 10.10. After repairing or replacement of the part/component/device, the Vendor needs to put the same into operation.
- 10.11. Supply and installation:- the vendor has to supply and install instrument within 30 days from the issuing the work order failing which the order is liable to be cancelled.
- 10.12. On Site Training :- the vendor has to provide three days on site training by certified trainer to the personnel of the institute within two week of the installation.
- 10.13. Final payment will be made after satisfactory supply, installation, training, and acceptance of the complete instrument.

11. Disputes and Arbitration

The Jaipur courts shall have jurisdiction for any disputes and the venue for arbitration shall be Jaipur.

The Director, NIA reserves the right to cancel all/some, completely/partially any bid.

Annexure-I

Proforma of Technical Bid

1.	Name of Tendering Company/Firm/Agency	
2.	Name of Owner/Partners/Directors	
3.	Full Particulars of the Head Office	
(a)	Address	
(b)	Telephone No.	
(c)	Fax No.	
(d)	E-mail address	
4.	Full Particulars of the Local Office	
(a)	Name of Authorized Officer	
(b)	Address	
(c)	Telephone No.	
(d)	Fax No.	
(e)	E-mail address	
4.	Full Particulars of the Bankers of the Company/Firm/Agency, with full Address/Tel. No.	
(a)	Name of the Bank	
(b)	Address of the Bank	
(c)	Telephone No.	
(d)	Fax No.	
(e)	E-mail address	
5.	Registration Details:	
(a)	Copy of Firm/Agency's Registration No.	
(b)	PAN/GIR NO.	
(c)	GST Registration No.	
(d)	Aadhar No. of Owner/Partners/Directors	

6.	Details of Earnest Money Deposit	
(a)	Amounts (Rs.)	
(b)	DD/PO No. and Date	
(c)	Drawn on Bank	
(d)	Valid upto	
7.	Details of Tender Fee	
(a)	Amount	
(b)	DD/PO No.	
(c)	Drawn on Bank	
(d)	Valid up to	
8.	Annual Turnover of the Company/Firm/Agency for the last 3years (With Proof duly certified by Chartered Accountant/Auditor)Last 03Years balance sheet and copies of Income tax returns for 3 Years as stated in Terms & Conditions.	
	2016-2017	
	2017-2018	
	2018-2019	
	No. of same product supplied in the previous year(01-01-2019 to 31-12-2019) copies of the purchase orders to be enclosed	
	No. of Satisfactory Services Certificate in the previous year(01-01-2019 to 31-12-2019) copies of the certificate to be enclosed	
	Future Extension or up gradation of Detector(yes/ No)	
9.	Copy of Authorization letter	
10.	Experience in the field for the minimum 1 Years	Similar running Contracts with Central Government Departments/Public Sector Undertakings/Autonomous Bodies/State Government Departments.
11.	GLP compliance Certificate of the instrument (certificate also be attached)	

**Signature of the
Owner/Managing Partner/
Director of the Firm**

Date:

Name:

Place:

Address/Tel.No.

Firm's Seal:

Annexure-II

Certificate (To be submitted with the Technical Bid)

The Annual Turnover of M/s. _____ for the last 3 years are given below and it is certified that the Statement is true and correct:

Sr.No	Year	Turnover Rs. In lacks
1.	2016-2017	
2.	2017-2018	
3.	2018-2019	
	Total	Rs. _____ lacks

Average Turnover per Annum : Rs. _____ Lakhs.

Signature of Chartered
Accountant/Auditor With Seal

Annexure-III

Check List

		Page No.	Y/N.	Remarks
1	Name of Firm/Agency/Company (Attach certificates of registration with a brief profile of the Firm)			
2	Aadhar No. Proprietor/Director of Firm/Agency/Company			
3	Full address of Registered Office with Telephone No., FAX and E-Mail			
4	Full address of Local Branch Office with Telephone no., FAX and E-Mail			
5	Banker of Firm/Agency/Company with full address Telephone No., FAX and E-Mail.			
6	PAN/GIR No.			
7	GST Registration No. (certificate also be attached)			
	Certification/Accreditation/Affiliation (attach proof)			
	Quality Certification (attach proof)			
8	Firm/Agency/Company Registration Number			
9	Annual Report and Audited Balance sheet & Profit Loss Account for the last three financial years to be attached.			
10	Affidavit stating that the Firm/Agency/Company is / has not been black listed by C e n t r a l Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs /Private Sector at any point of time.			
11	Minimum one Satisfactory performance certificate of PSUs / Private Sector during the last three years			
12	List of similar project minimum one similar project during the last 1 years (01-01-2019 to 31-12-2019) of the value 22 Lakh.			
13	Acceptance of Terms and Conditions			
14	Demand Draft/ Pay order for Tender document fee (non- refundable) of Rs.500/- (Rs. One Thousand only) attached (Name of bank, DD/Cash receipt (in case tender download from web site) Date and amount)			
15	Demand Draft/ Pay Order for EMD of 44,000 /- attached (Name of bank, DD/Pay Order No. Date and amount.			
16	GLP compliance Certificate (certificate also be attached)			
17	Self Certified Brochure			
18	Give full system configuration with diagram and detailed placemen to each components/subsystems. The bidder should do a complete site survey and submit a site survey feasibility report.			

Signature of the
Owner/Managing Partner/
Director of the Firm

Date:

Name:

Place:

Address/Tel. No.

Firm's Seal: