

Compliance Sheet with deviations if any with respect to term as per Clause 11 Chapter 7		
ARI Tender Terms	Bidders Compliance	Deviations if any with reasons
Chapter 1		
<p>1. Clause 2: The Bidders are requested to give detailed tender in two Bids consisting of :</p> <p>Part I. Technical Bid Part II Commercial Bid</p>		
<p>2. Clause 3: Tender cost Rs.100/- enclosed with Technical bid.</p>		
<p>3. Clause 5: Two Bid System :</p> <p>Two bid system should be followed for this Tender. The bidder must submit the offer in two separate sealed envelopes. Both the technical and commercial bid envelopes should be properly sealed and clearly marked as Envelope 1 – Technical Bid and Envelope 2- Commercial Bid. Both these envelopes should be placed in a third envelope, properly sealed and subscribed with the following information :</p> <ul style="list-style-type: none"> • Tender Reference Number : • Due date : • Name of the Vendor : <p>and addressed to Director, Agharkar Research Institute, G.G. Agarkar Road, Pune 411 004</p>		
<p>4. Clause 6: Tenders which are submitted without following the Two-bid Offer System will summarily be rejected.</p>		
<p>5. Clause 7: Envelope No. 1: shall contain “Technical Bid” and Earnest Money Deposit (EMD). No price information should be included in this Technical bid. Technical Bid should comprise the following:</p> <p>a. Full technical details and components of the equipment. All products and services asked in the tender should be included. All pages of the quotation should be numbered. If the total number of pages of the quotation is 25, individual pages should be numbered as 1 of 25, 2 of 25, and so on. Each page of the bid and any corrections/strikings/overwritings should bear proper seal and signature of the authorized person of the firm. Unsigned Tenders shall be rejected.</p>		

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b. A Demand Draft/Bank Guarantee of towards Earnest Money Deposit of the specified amount in the tender.		
c. An Undertaking to agree to give a security deposit/Performance guarantee amounting to 10% of the purchase order value by way of Demand Draft/Bank Guarantee in favour of the Director, Agharkar Research Institute, Pune 4., in case of being the successful bidder, from Nationalized Bank. Undertaking by bidders on their letter head is enclosed.		
d. The import license is covered under OGL policy of 2007-2011		
e. BTN No, Country of Origin, port of shipment, address on which the order should be placed, No. of packages, dimensions of the consignment in cms. approximate weight and volume of the consignment is mentioned in the technical bid.		
f. If the bid is for branded makes, valid authorization letter from principals clearly indicating that the vendor is authorized to sell and provide services towards the items mentioned in this tender is enclosed.		
g. If the bid is from an Indian agent of a foreign manufacturer, a valid authorization letter from the principals, including the manufacturer's/principal's address and the Banker's details is mentioned in the bid.		
h. Agreements/Purchase orders/Completion certificates, if any, for similar equipment supplied to the institute(s) under DST., details of such supplies for the preceding three years should be given together with the price eventually or finally paid.		
i. Solvency certificate (not later than 12 months) issued by scheduled/nationalized bank with which bidder holds the current account is enclosed.		
j. Copy of VAT/LST/CST/WCT No. /PAN No./ and TIN No. allotted by the concerned authorities. If registered with National Small Scale Industries Corporation, the registration number, purpose of registration and the validity period of the registration and a copy of DGS&D registration, wherever applicable, should also be provided in Technical Bid.		
k. A copy of the unpriced commercial bid (Please see Chapter 5 – Price Schedule) is enclosed.		
l. Compliance sheet with any deviation with reference to the terms and specifications is enclosed.		
m. List of organizations to whom similar equipment/ same model was supplied in the last 3 years is enclosed.		

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6. Clause 8: The item should be supplied with user manuals and service manuals including technical drawings should be provided to operate the system without any problem		
7. Clause 9: The purpose of certain specific conditions is to get or procure best equipment/service etc. The opinion of the Technical Committee shall be the guiding factor for technical short-listing.		
8. Clause 10: The Technical committee will have the option to short-list products which have higher specifications than what are specified in the tender.		
9. Clause 11: The Commercial Bid should contain:		
a. Price schedule complete in all respects with proper seal and signature of authorized person.		
b. Prices should be quoted for each item separately for insurance claim or replacement, if necessary		
c. The optional and any other essential items/accessories required for maintenance of the equipment for the next 10 years should be specified in the offer separately.		
d. Comprehensive AMC for post-warranty period should be specified		
e. Discount offered should be mentioned clearly in the commercial bid only		
f. The Bidders are requested to quote for Educational Institutional Price for equipment and software		
10. Clause 13: The bid can be submitted in person or through post/courier (ARI will not be responsible for delayed/late quotations submitted/sent by post/courier etc. resulting in disqualification/rejection any bid) so as to reach ARI on or before the due date and time. Fax/E-mail/telegraphic/Telex tenders will not be considered unless asked for.		
11. Clause 16: ARI reserves the right to accept the offer in full or parts or reject the offer summarily or partly		

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Chapter 2 INSTRUCTIONS TO BIDDERS		
12. Clause 1: General		
.1. The Bidders are requested to go through the tender document, schedule of items terms and conditions carefully before submitting the bids.		
.2. Bidders should quote strictly in accordance with the requirements. The Bidders' conditions printed on the reverse of the tender/quote or any where else in the document shall not be binding on ARI.		
.3. Bidders shall adhere to the procedures and processes laid down in this document and shall follow fair and ethical practices of trade.		
.4. For branded items, only the authorized distributors/dealers/resellers are eligible to bid. In this case, the valid authorization certificate to this effect, issued by principles should be submitted along with the bid.		
.5. The tenders must be clearly written or typed without any cancellations/corrections or overwriting.		
.6. The makes/brand and name and address of the manufacturer, country of origin, country and port of shipment and currency in which rates are quoted are to be mentioned.		
.7. Conditional offers will not be accepted.		
.8. If more than one model is quoted by the bidders, the model which best suits the specifications will be selected by the indenter/technical committee and the commercial bid of only that model will be taken for comparative statement of quotations.		
.9. Based on the list of installations provided by the bidder, ARI will have its option to obtain details of the equipment, their performance, after sales service, etc. for evaluation of the tender, directly from the concerned labs/scientists, etc.		
13. Clause 2: Modification of bids		
2.1 At any time prior to the deadline for submission of bids, ARI may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder may modify the bid document. This may be noted by the bidder.		
2.2 The modifications will be posted on the website of the institute and the bidders are expected to look for any such modifications and they will be binding on them.		

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<p>14. Clause 4: Bid preparation</p> <p>3.1 The Tender document must be accompanied by Earnest Money Deposit as indicated earlier in the form of Demand Draft on any Nationalized Bank or Govt. approved banks (ICICI, Axis, HDFC Bank) drawn in favour of Director, ARI, payable at Pune. The EMD can be submitted either by the bidder or the Indian agent.</p>		
<p>3.2 The Earnest Money Deposit can be also given in the form of Bank Guarantee from a Nationalized Bank with a validity of six months. No interest is payable on EMD.</p>		
<p>3.3 The EMD/BG will be returned to the bidders/agents whose offer is not accepted by ARI within a week of opening the commercial bids of qualified bidders. In case of bidders whose offer is accepted, the EMD will be returned after submission of Security Deposit in the form of Bank Guarantee. However, if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidders.</p>		
<p>3.4 The successful bidder, on award of contract/order, must send the contract acceptance/ order acceptance within 15 days of award of contract. The order acknowledgement/acceptance shall be marked on the original purchase order itself, to avoid any dispute and deviation later on. The order acknowledgement/acceptance so marked may be sent by fax to ARI for further processing, followed subsequently by sending the original copy by post/courier. The order acknowledgement/acceptance may also be scanned and sent by e-mail.</p>		
<p>3.5 The EMD of successful bidders will be released within one week after installation and submission of security deposit/bank guarantee equivalent to 10% of the order value.</p>		
<p>3.6 In case of bids in Foreign Currency, the Indian Representative / dealer can submit EMD/Security Deposit in Indian Rupees.</p>		
<p>3.7 EMD shall be forfeited:</p> <p>3.8.1. If the bidder withdraws the bid during the period of bid validity specified in the tender.</p> <p>3.8.2. In case a successful bidder fails to furnish the Security Deposit/ Performance Guarantee</p>		

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<p>15. Clause 4: Amalgamations, Acquisitions etc. In the event of Manufacturer/supplier proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfillment of contractual obligations, ie. Supply, installation, commissioning, warranty, maintenance, replacement of parts, supply of spares and accessories as per requirement. An undertaking to this effect should be submitted.</p>		
<p>16. Clause 5: Bid Validity 5.1 Bids shall be valid for a period of 90 days from the date of opening the Technical bid.</p>		
<p>5.2 ARI may request the bidder to extend the validity. The bidder is free not to accept the request and in such an eventuality the EMD will be returned to the bidder. A bidder agreeing to the request for extension will not claim any price increase.</p>		
<p>5.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.</p>		
<p>17. Clause 6: Submission of Bids 6.1 Bids shall be submitted to ARI before the time and date specified in the tender. In case the date happens to be a holiday, the date of submission will be the next immediate working day.</p>		
<p>6.2 ARI may extend the deadline for submission of bids, which will be suitably modified on the website.</p>		
<p>18. Clause 7: Late Bids 7.1. ARI will not be responsible for late delivery of tenders. 7.2. Similarly, tenders received via FAX/e-mail/telegraph/telex will not be accepted.</p>		
<p>19. Clause 8: Opening of Commercial Bids and Evaluation 8.1. Commercial bids of only short-listed bidders will be opened in presence of the representatives of the bidders who decide to remain present during the bid opening, at a date and which will be informed in advance by e-mail.</p>		
<p>8.2. The bidder's representatives who are present for the tender opening will sign in a attendance register/sheet.</p>		

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8.3. The bidder's name, bid prices, discounts, and other details as found appropriate by the authorities will be announced at the time of the opening of commercial bids.		
20. Clause 9: Award of Contract		
9.1. ARI shall award the contract to eligible bidders whose bid has been determined as the lowest evaluated bid.		
9.2. If more than one bidder quotes same lowest price, ARI reserves the right to award the contract either to any one or both.		
9.3. ARI reserves the right at the time of the award of contract to increase or decrease the quantity of items specified in the Schedule of requirements without any change in price or other terms and conditions.		
9.4. Firms which have failed to fulfill contractual obligations earlier are likely to be rejected and no communication will be entertained in this regard.		
21. Clause10: Cargo Consolidation and Custom Clearance		
ARI has contract with Freight Forwarder and Custom House agent for all imports. Please note that all the consignments have to be routed through their associates only. Acceptance of this condition should be indicated in the bid. The details will be provided with the purchase order.		
22. Clause11: Corrupt and Fraudulent Practices		
The bidders should exercise highest standards of ethics and fair practices. At any stage, if the Institute comes to know of any fraudulent or corrupt practices, the ARI reserves the right to cancel the contract at any stage before the delivery of the goods.		
23. Clause 12: Interpretation of the clauses in the Tender/Contract Document		
In case of dispute/ambiguity in the interpretation of any of the clauses in the Tender Document, the interpretation of Director, ARI shall be final.		

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<p align="center">CHAPTER 3</p> <p align="center">CONDITIONS OF CONTRACT</p> <p>24. Clause 1: Price</p>		
1.1. The price quoted shall be considered final and no price escalation will be permitted.		
1.2. In case of foreign currency bids, the price criteria should be on FOB basis.		
1.3. Packaging, forwarding, freight, insurance, commissioning charges, if any, extra may be quoted separately in commercial bid.		
1.4. In case the quote is Ex-works/FOB based, estimated insurance coverage charges may please be indicated		
1.5. CIF, Mumbai value both by Airfreight and Ocean freight		
1.6. In case of foreign quote, the mode of dispatch should be by Air Post Parcel/Ocean freight/Air Freight and on Freight to pay basis only. The approximate dimensions of the packages and weight of the consignment are to be indicated.		
1.7. In case of INR bids, the price criteria should be on FOR, ARI, Pune. Govt. levies like central excise duty, sales tax, octroi, WCT etc., if any, shall be paid at actual rates applicable on the date of delivery. Rates should therefore be quoted accordingly giving the basic price, Central Excise Duty, VAT/Central Sales Tax etc. if any. Please note that ARI will supply exemption certificates for the above government levies, wherever applicable. ARI is exempted from payment of Excise duty vide Govt. Notification No. 10/97 Central Excise dated 1 st March 1997.		
1.8. ARI is also exempt from payment of Custom Duty vide Govt. Notification No. 51/96-Customs dated 23 rd July 1996. However, as per the Govt. of India further notification No. 24/2002-Customs dated 1 st March 2002 and notification No. 19/2006-Customs dt. 1-3-2006 Custom Duty is levied on all imports meant for the Institute. Since the suppliers are requested to quote only on FOB basis, freight, insurance and custom duty as applicable to the Institutes will be paid by us.		
1.9. Bidders may also bid for high sea sales.		
1.10. Please provide TIN no. of the firm along with the CST/WCT No. allotted by the concerned authorities. Also provide VAT registration, ECC No. /Excise Registration may be provided.		

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<p>25. Clause 2: Bank Charges All bank charges inside India will be borne by the institute. All bank charges outside India will be to the sellers account. For all amendments to the contract document, including in L/C, if requested by the beneficiary, the charges will be to the beneficiary's account.</p>		
<p>26. Clause 3: Agency Commission and Services The Indian Agency Commission is payable in Indian currency only. The percentage of Indian Agency Commission shall be clearly indicated and will be paid after the receipt of the consignment in good condition and satisfactory installation and commissioning of the ordered equipment.</p>		
<p>27. Clause 4: Delivery schedule The bidders may please note that the delivery of the system should be strictly within three months from the date of placing firm order.</p>		
<p>28. Clause 5: Pre-installation The bidder has to state in detail the Electrical power/UPS requirements, floor space, Head room, foundation needed and also to state whether air-conditioned environment is need to house the instrument and to run the tests. Such pre-installation requirements may be mentioned in technical bid. Subsequently, before the equipment is received in the Institute, the bidder shall confirm that the pre-installation requirements are sufficient for installation of the equipment. The bidder should be continuously monitoring the pre-installation requirements and see that everything is ready before the equipment is taken to the site for installation. Bidders to confirm</p>		
<p>29. Clause 6: Installation</p> <p>a. Bidder shall be responsible for installation/demonstration wherever applicable and for after sale service during the warranty and thereafter. Bidders to confirm.</p>		
<p>b. Installation demonstration to be arranged by the supplier free of cost and the same is to be done within 15 days of the arrival of the equipment at site. Bidders to confirm.</p>		

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<p>30. Clause 7: Warranty and Support</p> <p>7.1. The items covered by the schedule of requirement shall carry minimum one year comprehensive warranty from the date of acceptance of the equipment by the institute. Warranty shall include free maintenance of the whole equipment supplied including free replacement of parts. The defects, if any, shall be attended to on immediate basis but in no case any defect should prolong for more than 24 hours. The comprehensive warranty includes onsite warranty with parts. Bidders to confirm.</p>		
<p>7.2. The defects, if any, during the warranty period should be rectified free of cost. If this involves import of components, the resulting costs including those of customs, import, transport etc. should be borne by the vendor. Bidders to confirm.</p>		
<p>7.3. The software upgrades, if any, should be provided free of cost during the warranty period. Bidders to confirm.</p>		
<p>7.4. The bidder shall assure the supply of spare parts after warranty is over for maintenance of the equipment supplied if and when required for a period of 10 years from the date of supply of equipment on approved price list basis. Bidders to confirm.</p>		
<p>7.5. The AMC charges after warranty period are to be quoted by the bidders in the Commercial offer. This price could be one of the criteria for arriving at a successful bidder. Bidders to note.</p>		
<p>7.6. Vendor should indemnify, protect and save ARI against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any law pertaining to patent, trademark, copyright etc. or such other statutory infringements in respect of all the equipment supplied by him. Bidders to confirm.</p>		
<p>7.7. In case of imports the insurance will be done by ARI. In case of Rupee transaction, the equipment to be supplied will be insured by the vendor against all risks of loss or damage from the date of shipment till such time it is delivered at ARI. Bidders to note.</p>		

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<p>31. Clause 8: Payment</p> <p>8.1. For indigenous items, 90% payment shall be made against delivery, installation, commissioning and on acceptance as per Purchase Order at site and balance 10% shall be made after receipt of performance Bank guarantee for 10% of the total order value, to be valid for a period equivalent to 60 days after the commencement of warranty period, i.e., one year from the date of installation and acceptance. If no Bank Guarantee is given, the balance 10% will be paid after the warranty period, after assessing after sale service during warranty period. Bidders to confirm.</p>		
<p>8.2 For imported items, 90% payment shall be made by sight draft/irrevocable Letter of Credit established in favour of the supplier through the State Bank of India, Deccan Gymkhana Branch, Pune 411 004 (India) for the order value, (excluding the Agency Commission due to the Indian agent) against the presentation of shipping documents. Balance 10% will be released after completion of satisfactory installation, commissioning, demonstration of the system, after imparting training and upon receipt of Bank Guarantee for 10% of the total order value towards performance security to be valid for 60 days after expiry of warranty. However, Letter of Credit/Sight Draft arrangement will be made for 100% of order value. Bidders to confirm.</p>		
<p>32. Clause 9: Penalty for delays</p> <p>9.1. Since time is the essence of the contract, delivery period mentioned in the Purchase order should be strictly adhered to. Otherwise the bidder will forfeit the EMD and also LD clause will be enforced. Bidders to note.</p>		
<p>9.2. If the supplier fails to supply, install and commission the system as per the specifications mentioned in the order within the due date, the supplier is liable to pay liquidated damages of 1% of the order value per every week of delay subject to a maximum of 10% beyond the due date. Bidders to note.</p>		
<p>9.3. ARI reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the Security Deposit. Bidders to note.</p>		
<p>9.4. Disputes, legal matters, court matters, if any, shall be subject to Pune Jurisdiction only. Bidders to note.</p>		

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<p>33. Clause 10: Force Majeure</p> <p>The Institute may consider relaxing the penalty and delivery requirements, as specified in this document if and to the extent that the delay in performance or other failure to perform its obligations under the contract is the result of a Force Majeure</p> <p>Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc) acts of states, the direct and indirect consequences of wars, hostilities, national emergencies, civil commotion and strikes at successful bidder's premises. Bidders to note.</p>		
<p>34. Clause 11: Arbitration</p> <p>All disputes of any kind arising out of supply, commissioning, acceptance, warranty maintenance etc. shall be referred by either party after issuance of 30 days notice in writing to the other party clearly mentioning the nature of dispute to a single arbitrator acceptable to both the parties. The venue for arbitration shall be ARI, Pune. The jurisdiction of the courts shall be Pune, Maharashtra, India. Bidders to note.</p>		