

**Maharashtra Association for the Cultivation of Science  
Agharkar Research Institute, Agarkar Road, Pune 411 004  
(An autonomous Institute of Department of Science and Technology, Govt. of India)**

**TENDER TERMS AND CONDITIONS**

1. Tenders must be submitted in the enclosed prescribed form only. All tenderers must pay the prescribed Earnest Money separately for each equipment by D.D. only drawn in favour of the Director, Agharkar Research Institute, payable at Pune only along with the tender. The Foreign tenderers those who do not have authorized Indian representative should enclose the FDD towards the EMD amount of US\$2000.00. Tenders for each item should be submitted separately. Tenders received without the earnest money will not be considered. Tenders containing more than one equipment in the same envelope will be rejected.
2. Successful tenderer should pay a Security Deposit equivalent to 10% of the total value of the equipment in the form of bank guarantee as per ARI format. Earnest money and security deposit will be retained till the expiry of warranty period and satisfactory performance as per the terms of our purchase order. In other cases, the earnest money will be retained for a period of three months from the date of opening the tender during which time their names will be kept on waiting list for consideration if needed and will be returned thereafter. No interest is payable on EMD.
3. Failure to provide bank guarantee by the successful bidder before the prescribed date, which will be mentioned in our purchase order, would be deemed as nonacceptance of the offer made by the Institute and it will be cancelled automatically without any further correspondence. In such cases, the earnest money shall be forfeited.
4. In the event of the nonacceptance of the offer by the selected tenderer, it will be offered to other tenderer on the waiting list.
5. Tenders addressed to Director, ARI, Pune 411 004, are to be submitted in double cover, in two-bid system. One envelope will contain the technical specifications along with the demand draft of earnest money and the other envelope should contain the commercial bid in sealed envelope. The technical bid may cover only the technical specifications of the equipment as per our enquiry along with technical leaflets, brochures, catalogues etc. in support of your bid, and the rest of the points should be covered in the commercial bid. The technical bid and commercial bid shall be put in another envelope, and properly sealed/pasted (Stapling will not be accepted). The outer envelope should be superscribed with Tender No., Name of the equipment and due date. Fax/e-mail/Telegraphic tenders will not be accepted.
6. Only one rate/price should be quoted for each item of standard and superior quality.

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7. Rates quoted in the tender should be inclusive of all taxes, and delivery to ARI stores, and should be valid for 90 days. Breakdown details of excise duty, custom duty, octroi in percentages should be shown in the commercial bid.
8. Articles should be promptly delivered to us on receipt of the firm order within the prescribed delivery period. Delivery of the equipment must be made according to the quantities order by the Institute.
9. Further information, if any, required by the Institute after opening the tender should be furnished by the tenderer immediately on receipt of our letter, in a sealed envelope.
10. If the supply of articles either in promptness or in quality is not satisfactory the earnest money and security deposit paid by the tenderer will be forfeited in full. At the discretion of the Director, ARI, the articles, which the tenderer failed to supply, may be purchased from open market at the tenderer's risk and cost.
11. **PAYMENT:** Payment for imported items will be made by way of an irrevocable Letter of Credit/Sight Draft established in favour of the supplier through State Bank of India, Deccan Gymkhana branch, Pune 411 004, India for the order value, excluding the Agency commission due to the Indian agents, on receipt of order confirmation.
12. The letter of credit will be valid for three months. Any amendments and consequent charges should be borne by the supplier. The Letter of Credit will be allowed for 21 days between shipment and the negotiation dates for airfreight shipment. 90 % of payment will be made through L/C on negotiation at sight and balance 10% shall be released after commissioning, installation and satisfactory working report from the concerned scientist and receipt of Bank Guarantee for 10% of order value towards performance security to be valid for a period equivalent to warranty / guarantee period.
13. Payment for Indian goods shall be made within 30 days from the date of installation and subject to satisfactory working.
14. All taxes, duties and levies of any kind payable up to the stage of putting the material in FOB position shall be borne by the supplier.
15. All bank charges in connection with letter of credit/Sight Draft outside India will be to the supplier's account.
16. Letter of credit will not be allowed for partial shipment, however, transshipment can be allowed.
17. **INSTALLATION:** Bidder shall be responsible for installation/demonstration wherever applicable and for after sales service during the warranty and thereafter. The installation shall be completed within a week from the date of intimation regarding the arrival of the equipment in the Institute. A Penalty equivalent to 1% of the value of the goods will be levied for every week's delay in installation. No sub contracting will be allowed for installation/commissioning or maintaining system/ equipment/ instrument during or after warranty period.
18. Installation demonstration has to be arranged by the supplier free of cost.
19. The equipment is to be guaranteed for trouble free performance for a minimum period of one year after installation. The defects, if any, during the guarantee period are to be rectified free of charge by arranging free replacement wherever necessary. Any governmental levies on account of the replacement are to be borne by the supplier/agent.
20. DGS&D Registration certificate and PAN No. to be provided along with the technical bid.

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21. Goods should not be dispatched until the vendor receives a firm order.
22. Please indicate page No. on your quotation.e.g. If the quotation is containing 25 pages please indicate as 1/25,2/25/3/25..... 25/25.
23. The tenderer's conditions printed on the tender or otherwise sent alongwith the tender shall not be binding on ARI.
24. Decision of Director, ARI is final on the points included or not covered above.
25. Any dispute related to this tender will be strictly subject to Pune,India Jurisdiction only.
26. The Director, ARI, reserves the right to accept or reject the lowest or any or all tender/s or to split the order in the interest of the Institute.

**Date: 4.3.2004**

**Director  
Agharkar Research Institute,  
Pune**

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**I/We am/are agreeable to abide by all the terms and conditions mentioned above**

**Name & address of the firm**

**Signature of the tenderer  
With rubber-stamp**