

**MAHARASHTRA ASSOCIATION FOR THE CULTIVATION OF SCIENCE  
AGHARKAR RESEARCH INSTITUTE**

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MACS's Agharkar Research Institute (ARI), Pune, India (an autonomous body under Department of Science and Technology, Govt. of India), would like to procure the following equipment for its day-to-day research for time bound projects. The technical specifications are given in **Chapter 4: Schedule of Requirement / Specifications and Allied Technical details** are appended herewith.

**Item : Supply and Installation of Wireless Gas Production Measurement System.**

**Tender Enquiry No. : 20/2020-21/LTI/NR/Bioenergy/PI-1058**

**Date of Tender Enquiry : 8<sup>th</sup> January, 2021**

**Due Date & Time : 27<sup>th</sup> January , 2021 up to 10.00 a.m.**  
**(For submission of Bids)**

**Opening of Technical Bids : 27<sup>th</sup> January , 2021 at 11.30 a.m.**

Prospective Bidders may download the tender documents from ARI's website [www.aripune.org](http://www.aripune.org) and submit their offers to The Director, MACS-Agharkar Research Institute, G.G. Agarkar Road, Pune - 411 004, India.

**NOTE :-**

**The following details appeared on CPPP under "Basic details" may be read as:**

- 1) General Technical Evaluation Allowed: Yes**
- 2) Item wise Technical Evaluation Allowed: Yes**
- 3) Is multi-currency allowed for BOQ: Yes**
- 4) Is multi-currency allowed for Fee: Yes**

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**CHAPTER 1****INVITATION FOR BIDS**

MACS's Agharkar Research Institute (ARI), Pune, India (an autonomous body under Department of Science and Technology, Govt. of India), invites sealed tenders for the supply, installation, commissioning and satisfactory working, demonstration and training of the **Wireless Gas Production Measurement System**.

1. The Technical Specifications are given in **Chapter 4** of this tender document.
2. The Bidders are requested to give detailed tender in two Bids consisting of :  
Part-I Technical Bid  
Part-II Commercial Bid
3. The tender document is available at a Tender Cost of Rs.100/- (Rupees One Hundred Only) which is not refundable. If the tender document is downloaded from the website of the Institute, [www.aripune.org](http://www.aripune.org), the bidders may include a demand draft/cheque drawn in favour of Director, ARI, payable at Pune at par. The bidders may also pay the tender fee in cash in the Accounts Section of MACS-ARI and attach the receipt to the bid document while submitting the bids or may like to make payment of Tender fee online through SBI Collect. The link for SBI Collect is <https://www.onlinesbi.com/prelogin/collecthome.htm>. The bidder needs to enclose payment receipt with the tender document. The tender documents can also be requested from the Institute either on E-mail or as a printed copy.
4. The schedule of submission of bids and opening of the bids is as follows :-  
i) The tender documents should be dropped in the **PURCHASE QUOTATION BOX located in a corridor of Administration Department of MACS-ARI**. All tenders received by hand/post/courier will also be dropped in the Tender Box after duly recording in a register and authenticated by Administrative Officer.  
ii) The Bid opening will be as follows :-  
**Place: Normally in the Committee Room, MACS-ARI, Pune - 411 004.**  
The security personnel will have the information of any change in the venue.

**Date and Time of submission: 27<sup>th</sup> January, 2021 up to 10.00 a.m.**

**Date and Time of opening of Technical Bid: 27<sup>th</sup> January 2021, at 11.30a.m.**

5. **Two Bid System :**

Two bid systems 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:

- i) **Tender Reference Number :**
- ii) **Due date :**
- iii) **Name of the Vendor :**

and **addressed to The Director, MACS-Agharkar Research Institute, G.G. Agarkar Road, Pune - 411 004, INDIA.**

6. Tenders which are submitted without following the Two-bid Offer System will summarily be rejected.

7. Envelope No. 1: Shall contain "Technical Bid". **No price information should be included in this Technical bid.** Technical Bid should comprise the following :
- 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/striking's/overwriting's should bear proper seal and signature of the authorized person of the firm. **Unsigned Tenders shall be rejected.**
  - b. **With reference to Government of India, Ministry of Finance, Department of Expenditure, OM No.F.9/4/2020-PPD dated 12.11.2020. Bidder is required to submit EMD/Bid Security Declarations as per chapter 6.**
  - c. An Undertaking to agree to give a Security Deposit/Performance Security amounting to 3% of the Purchase Order value by way of Demand Draft/Bank Guarantee in favour of the Director, Agharkar Research Institute, Pune - 04, in case of being the successful bidder, from a bank acceptable to the Institute, preferably a Nationalized bank. The validity of the Security Deposit/Performance Security should be delivery period plus warranty period plus sixty days.
  - d. The import license is covered under OGL policy of 2015-2020.
  - e. BTN No.(HSN code), Country of Origin, Port of Shipment, address on which the order should be placed, No. of packing, approximate weight and volume of the consignment.
  - f. If, the bid is for branded makes, authorization letter from principals clearly indicating that the vendor is authorized to sell and provide services towards the items mentioned in this tender.
  - 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.
  - 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.
  - j. Copy of GST No./WCT No. and PAN No. allotted by the concerned authorities. If, registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises (MSME), Govt. of India, **the exemption from the payment Tender fee is allowed**, please provide the registration copy with details like, registration number, purpose of registration & the validity period of the registration. Also, you may enclose a copy of Government e-Marketplace (GeM) registration, wherever applicable, in Technical Bid."
  - k. A copy of the un-priced commercial bid (Please see Chapter 5 - Price Schedule).
  - l. Compliance sheet with any deviation with reference to the terms and specifications.
  - m. List of organizations to whom similar equipment/same model was supplied in the last 3 years.

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.
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.
10. The Technical committee will have the option to short-list products which have higher specifications than what are specified in the tender.
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.
12. Pre-bid meeting will be arranged as per necessity, for which details will be published as and when such a meeting is proposed.
13. The bid can be submitted in person or through post/courier (MACS-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 MACS-ARI on or before the due date and time. Fax/Email/Telegraphic/Telex tenders will not be considered unless asked for.
14. **Date of opening of Tenders :**
  - a. The technical bids will be opened on the date and time indicated in the tender document in the presence of the bidders who decide to be present. The bidders' representatives shall sign an attendance sheet/register as a proof of having attended the meeting.
  - b. The Make and Model of the quote will be announced in the meeting.
  - c. The technical bids will be evaluated to short-list the eligible bidders.
15. **Opening of Commercial Bids**
  - a. The commercial bids will be opened only of the technical qualified bidders. The date of opening of the commercial bids will be communicated to the qualified bidders, whose representatives can remain present while opening the commercial bids. The bidders' representatives shall sign an attendance sheet/register as a proof of having attended the meeting.
  - b. The commercial bids of those bidders who were found technically deficient and are not qualified as per the tender as adjudged by the indenter/technical committee will be returned without opening.
  - c. The bidder's name, bid prices, discounts and such other details considered appropriate by the institute authorities will be announced at the time of the opening.
16. MACS-ARI reserves the right to accept the offer in full or parts or reject the offer summarily or partly.

**CHAPTER 2**  
**INSTRUCTIONS TO BIDDERS**

**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 anywhere else in the document shall not be binding on MACS-ARI.
3. Bidders shall adhere to the procedures and processes laid down in this document 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 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, MACS-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.
10. With reference to rule 159 of GFR 2017, for compliance, MACS –ARI require details as per Annexure A, Therefore bidders are requested to submit their details as per Annexure A duly self-attested.

**2. Modification of bids**

- 2.1 At any time prior to the deadline for submission of bids, MACS-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.
- 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.

**3. Bid preparation**

- 3.1 Bidders who submit the bids on behalf of their principals should enclose a valid agency letter issued by the Principal.
- 3.2 The successful bidder, on award of contract/order, must send the contract acceptance/ order acceptance along with Security deposit as per 7(c) of Chapter 1 within 21 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 MACS-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.

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 fulfilment of contractual obligations, i.e. Supply, installation, commissioning, warranty, maintenance, replacement of parts, supply of spares and accessories as per requirement. An undertaking to this effect should be submitted.

5. **Bid Validity**

5.1 Bids shall be valid for a period of 120 days from the date of opening the Technical bid.

5.2 MACS-ARI may request the bidder to extend the validity. The bidder is free not to accept the request. A bidder agreeing to the request for extension will not claim any price increase.

5.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

6. **Submission of Bids**

6.1 Bids shall be submitted to MACS-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.

6.2 MACS-ARI may extend the deadline for submission of bids, which will be suitably modified on the website.

7. **Late Bids**

7.1. MACS-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.

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.

8.2. The bidder's representatives who are present for the tender opening will sign in attendance register/sheet.

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.

9. **Award of Contract**

9.1. MACS-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, MACS-ARI reserves the right to award the contract either to any one or both.

9.3. MACS-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.

10. **Cargo Consolidation and Custom Clearance**

MACS-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.

11. **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 MACS-ARI reserves the right to cancel the contract at any stage before the delivery of the goods.

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.

13. A bidder has a right to question the bidding conditions, bidding process and/or rejection of its bid, as per the provision of Rule 173 (iv) of GFR 2017.

14. As per order (Public Procurement No. 1) dated 23.07.2020 issued by Government of India, Ministry of Finance, Department of Expenditure, Public Procurement Division, New Delhi (OM No. F. No. 6/18/2019-PPD) the following is hereby ordered under Rule 144 (xi) of GFR 2017 (General Financial Rule)

14.1 Any bidder from a country which shares 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, specified in above said OM.

14.2 Model Clause/Certificate:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint ventures where any member of the consortium or joint ventures falls under any of the above



IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural persons(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation –

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. For works contracts, including turnkey contracts - The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

#### 14.3 Certificate for Tenders –

"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 requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

14.4 Certificate for Tenders for works involving possibility of sub-contracting –

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and no 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.]"

Para 12 of above order – Certificate regarding compliance – A certificate shall be taken from bidders in the tender documents regarding their compliance with this order. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Para 13 of above order - Validity of registration – In respect of tenders, registration with competent authority should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Para 15 of above order - 'While adhering to the substance of the order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc. without making any reference to this Department.

**CHAPTER 3**  
**CONDITIONS OF CONTRACT**

**1. Price**

- 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, MACS-ARI, Pune. Govt. levies like GST/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, GST etc. if any. Please note that, MACS-ARI will supply exemption certificates for the above government levies, wherever applicable.
- 1.8. MACS-ARI is also exempt from payment of Custom Duty vide Govt. Notification No. 51/96-Customs dated 23.07.1996. However, as per the Govt. of India further notification No. 24/2007-Customs dated 01.03.2007; No. 43/2017-Customs dated 30.06.2017 and GST Notification No. 45/2017-Central Tax (Rate) & 47/2017-Integrated Tax (Rate) dated 14.11.2017; No. 9/2018-Central Tax (Rate), 9/2018-Union Territory Tax (Rate) & No. 10/2018-Integrated Tax (Rate) dated 25.01.2018 and State Tax (Rate) as applicable and all notification as amended from time to time. Custom Duty at concessional rate (ad volerem) is levied on all imports meant for the Institute and concessional rate of GST is applicable to MACS-ARI. 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 copy of GST Registration details allotted by the concerned authorities.

**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.

**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.

#### 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.

#### 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.

#### 6. **Installation**

6.1. Bidder shall be responsible for installation/demonstration wherever applicable and for after sale service during the warranty and thereafter.

6.2. 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.

#### 7. **Warranty and Support**

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.

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.

7.3. The software upgrades, if any, should be provided free of cost during the warranty period.

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.

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.

7.6. Vendor should indemnify, protect and save MACS-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.

7.7. In case of imports the insurance will be done by MACS-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 MACS-ARI.

**8. Payment**

- 8.1. For indigenous items, “100% payment shall be made within 30 days after delivery, installation, commissioning and on acceptance as per Purchase Order at site. If no Bank Guarantee as per Clause No. 7(c) of Chapter 1 is submitted along with the order acceptance in that case 97% payment shall be paid after delivery, installation, commissioning and on acceptance as per Purchase Order and balance 3% will be paid after expiry of warranty period plus sixty days”.
- 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) / Union Bank of India, F.C. Road Branch, Pune – 411 005 (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. However, Letter of Credit/Sight Draft arrangement will be made for 100% of order value. If, no bank guarantee as per Clause No. 7(c) of Chapter 1 is submitted with the order acceptance by the supplier in that case balance 10% will be paid after expiry of warranty period plus sixty days.
- 8.3 All bank charges inside India including opening of L/C shall be to MACS-ARI’s account whereas, all charges outside India to Beneficiary’s account only.
- 8.4 The Indian Agency Commission will be paid in INR only after successful installation, commissioning and satisfactory demonstration and acceptance of the items by the user and after receipt of the performance security.

**9. Penalty for delays**

- 9.1. Since time is the essence of the contract, delivery period mentioned in the Purchase order should be strictly adhered to. Otherwise LD clause will be enforced.
- 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.
- 9.3. MACS-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.
- 9.4. Disputes, legal matters, court matters, if any, shall be subject to Pune Jurisdiction only.

**10. Force Majeure**

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.

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.

**11. Arbitration**

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 MACS-ARI, Pune. The jurisdiction of the courts shall be Pune, Maharashtra, India.

**CHAPTER 4****SCHEDULE OF REQUIREMENTS, SPECIFICATIONS AND ALLIED TECHNICAL DETAILS**

| Sr. No. | Description   | Quantity       |
|---------|---|----------------|
| 1.      | <b>Supply and installation of Wireless Gas Production Measurement System</b>  | <b>One No.</b> |
|         | <p>The Wireless Gas Production Measurement System is required for measurement of gases produced because of microbial fermentation.</p> <p><b><u>Detailed Specifications:</u></b></p> <ol style="list-style-type: none"> <li>1) The wireless Gas Production Measurement System Should be comprised of the following: <ul style="list-style-type: none"> <li>- Minimum of five gas production modules with rechargeable batteries and sample bottles of 500 ml size.</li> <li>- A remote zero and system software.</li> <li>- Base coordinator with USB cable</li> <li>- Minimum of ten Station battery charger</li> <li>- A valve cleaning kit</li> </ul> </li> <li>2) Cumulative Pressure Range (psi):- 10 to 500</li> <li>3) Accuracy: <math>\pm 1</math> % of measured value.</li> <li>4) Resolution: <math>\pm 0.04</math> or better.</li> <li>5) Should be supplied with additional gas production modules and rechargeable batteries-13 Qty.</li> <li>6) Should be supplied with a compatible laptop having required software.</li> <li>7) Warranty (minimum 1 year).</li> </ol> |                |

**CHAPTER 5**

**BILL OF MATERIALS AND PRICE SCHEDULE**

| Sr. No. | Catalogue No. | Description | Qty. | Unit Price | Duties+Taxes | Total Price |
|---------|---------------|-------------|------|------------|--------------|-------------|
|         |               |             |      |            |              |             |
|         |               |             |      |            |              |             |
|         |               |             |      |            |              |             |
|         |               |             |      |            |              |             |
|         |               |             |      |            |              |             |

Installation Charges if any: \_\_\_\_\_

Packing & Forwarding Charges if any: \_\_\_\_\_

Insurance Charges if any: \_\_\_\_\_

Transport Charges if any: \_\_\_\_\_

Other Charges if any (please specify): \_\_\_\_\_

**GRAND TOTAL:** \_\_\_\_\_

**CHAPTER 6**

[To Be Typed on Bidders letterhead]

Date:-

To,  
The Director,  
MACS-Agharkar Research Institute  
Agarkar Road,  
Pune-411004

Ref:-Tender No \_\_\_\_\_, Dated \_\_\_\_\_

Subject:-EMD/Bid Security Declaration.

Sir,

We are in knowledge of and understand the Office Memorandum No. F.9/4/2020-PPD dated 12<sup>th</sup> November 2020 issued by the Government of India, Ministry of Finance, Department of Expenditure; and we declare the following:

"We (M/s.\_\_\_\_\_) accept that if we withdraw or modify the bid during the period of validity, or if we are awarded the contract and if we fail to sign the contract, or to submit the performance security before the deadline defined in the LTI, we will be suspended for the period of 2 years. This suspension of two years will be automatic without conducting any enquiry".

Seal:

Authorized Signatory signature

Name:

Email:



**CHAPTER 7****CHECK LIST: ELIGIBILITY CRITERIA FOR BIDDERS**

The bidders are requested to complete the check list by striking out non-applicable options. **The bidders are requested to confirm / ensure that the details of the same has been enclosed / included in the bid. Also, please ensure that, the written reply on bidder's letter head with reference to below mentioned Sr. No. 3, 11 to 17 is enclosed.**

- |  |        |
|--|--------|
| 1. Two separate bids dully filled in and signed in sealed envelopes<br>(a) Technical and (b) Commercial  | YES/NO |
| 2. The EMD/Bid Security Declaration as per Chapter 6 is enclosed.  | YES/NO |
| 3. Undertaking that successful bidder agrees to give a<br>3% Security Deposit/Performance Security   | YES/NO |
| 4. Authorization letter from the Principals.   | YES/NO |
| 5. Self-attested GST Registration Certificate  | YES/NO |
| 6. Solvency certificate issued by scheduled/nationalized bank with which<br>the bidder holds the account.  | YES/NO |
| 7. Copy of PAN No. allotted by the relevant authorities.   | YES/NO |
| 8. A List of deliverables.   | YES/NO |
| 9. Copy of ISO 9002 or equivalent certificate.   | YES/NO |
| 10. Copy of Ministry of Micro, Small and Medium Enterprises (MSME),<br>Govt. of India registration and copy of Government e-Marketplace (GeM)<br>registration, if any. | YES/NO |
| 11. Compliance sheet with deviations with respect to the terms   | YES/NO |
| 12. Acceptance of our Cargo Agent  | YES/NO |
| 13. Bank charges outside India to the vendors account  | YES/NO |
| 14. LD Clause agreeable  | YES/NO |
| 15. Supply of spares for 10 years  | YES/NO |
| 16. Free replacement during the warranty period  | YES/NO |
| 17. Amalgamations/Agreements: Successor agreeable to fulfill all contractual<br>obligations.   | YES/NO |

Place:  
Date:

Signature of Authorized signatory & Seal

**Annexure A****Details of Bidders:****Company Details**

- 1) Company Name & Address: \_\_\_\_\_
- 2) Registration Number: \_\_\_\_\_
- 3) Name of Partners / Directors : \_\_\_\_\_
- 4) City : \_\_\_\_\_
- 5) Company's Establishment Year : \_\_\_\_\_
- 6) Company's Nature of Business : \_\_\_\_\_
- 7) Company's Legal Status : Limited Company / Undertaking /Joint venture / Partnership/ other :\_\_\_\_\_
- 8) Company Category : Micro Unit as per MSME / Small Unit as per MSME / Medium Unit as per MSME / Ancillary Unit / Project Affected Person of this company / SSI / other
- 9) PAN / TAN No. : \_\_\_\_\_

**Contact Details:****Company's Contact Person Details**

- 1) Title Mrs./Mr./Ms./Dr./Shri.—
- 2) Contact Name :- \_\_\_\_\_
- 3) Date Of Birth (DD/MM/YYYY) : \_\_\_\_\_
- 4) Correspondence Email :- \_\_\_\_\_
- 5) Designation :- \_\_\_\_\_
- 6) Landline Phone No:- \_\_\_\_\_
- 7) Mobile\* :-

|               |  |
|---------------|--|
| Signature :-  |  |
| Name :-       |  |
| Designation:- |  |
| Date:-        |  |