

## Part-II: TERMS & CONDITIONS

### IMP Note:

- a) These Terms & Conditions may be downloaded and a copy of the same, duly signed by the tenderer must be accompanied with each tender. Otherwise the tender will not be considered.
- b) The terms & conditions mentioned below shall be binding to the tenderer and no other terms and conditions of the tenderers shall be accepted by Interactive Research School for Health Affairs (IRSHA), Bharati Vidyapeeth (Deemed to be University) (BVDU). No correspondence in this regard will be entertained.

1) Tenderers are requested to give detailed tender **separately** in their **own forms** under **Two Bid System (Technical Bid and Commercial Bid)**.

### 2) Submission and Opening of Bids

- (a) Place for submission of bid: Interactive Research School for Health Affairs (IRSHA), Bharati Vidyapeeth (Deemed to be University), Pune – 411043.
- (b) Date and Time for submission of bid: **19/08/2019 before 14.00 hrs.**
- (c) The envelope should be superscribed **“Tender for (Name of the item); due on 19/08/2019** and to be submitted to the address given below so as to reach before due date & time.

**The Director**

**Interactive Research School for Health Affairs (IRSHA), Bharati Vidyapeeth (Deemed to be University), Pune – 411043 (India)**

**Attn: Mrs. Vaishali Kadam,**

**Administration Supervisor**

Bidders full address should also be indicated on the envelope.

- (d) IRSHA will not be responsible:
  1. For delayed/late bids submitted/sent by post/courier etc.
  2. For non receipt of bids at proper place.
  3. Any bid received by IRSHA, BVDU after the due date and time will not be accepted/considered under any circumstances.
- (e) Opening of bids: The Technical Bid may be opened in front of the Tenderers. Once the Tenders are opened they will be filled and the same will be sent to the end-users for technical evaluation. Once the Technical Evaluation from end-user is received it is placed before Institutional Technical Committee for Evaluation. Opening of commercial bids of technically qualified tenders is done in front of the technically qualified bidders. Comparative/Commitment Statement is prepared & Financial concurrence is obtained from Accounts Section.

- 3) **EARNEST MONEY DEPOSIT (EMD):** A Earnest Money Deposit (EMD) of approximate 2% of the cost should be furnished along with the tender in the form of Demand Draft from a scheduled Bank drawn in favor of the Director, Interactive Research School for Health Affairs, Pune payable at State Bank of India, Katraj Branch. Offers, if received without EMD will summarily be rejected. EMD of successful bidder will be adjusted along with the security deposit during the purchase only after installation, commissioning, satisfactory demonstration, training

and acceptance by the end user of this institute. The Earnest Money of unsuccessful bidder whose technical bid has not been found suitable will be returned after receipt of Technical Committee recommendations. Such bidders will have to furnish request letter for refund of their EMD along with a Pre-receipt, duly signed on a revenue stamp of one rupee by an authorized signatory. **EMDs that remains unclaimed for consecutive three financial years will be forfeited. No interest shall be payable on Bid Security/EMD/Security Deposit.**

- 4) The tenders must be clearly written or typed without any cancellations / corrections or overwriting. If there exists a difference in the amount quoted in words and numeric the lowest of them will be taken as the tender amount.
- 5) The Bid should accompany with complete specification, Manufacturer's name, address and relevant Literature / Brochures with Warranty terms & an undertaking that the bidder agrees to give a security deposit etc.
- 6) In case of Foreign Quote, the address of Principal's / Manufacturer's and their Banker's details should be furnished. The mode of dispatch should be by Air Post Parcel/Ocean Freight/Air Freight (on competitive rates) and on Freight to-pay basis only. The approximate dimensions of the packages and weight of consignment are to be indicated. The Principal supplier should clearly indicate the address of the Indian Agent and percentage (%) of Agency Commission payable if any, to be paid to them directly in Indian Currency, which will be paid after the receipt of consignment in good condition, satisfactory installation, commissioning and training of the ordered equipment.
- 7) The bidder who submits the tender on behalf of their principals should produce documentary evidence in support of their authority to quote or submit proforma invoice of their principals.
- 8) The make / brand and name and address of the manufacturer, Country of Origin, Country of Shipment and currency in which rates quoted are to be mentioned.
- 9) Details regarding terms of payment must be mentioned clearly.
- 10) Indicate the names of the reputed Indian Organizations including ICMR Institutes/Centers where similar equipment was supplied and may attach the satisfactory performance report of the equipment from user Organization and the price finally paid.
- 11) Based on the above information IRSHA, BVDU will have its option to obtain details of the goods, their performance, after sales services etc. for evaluation of the tender, directly from the concerned Labs./Scientist etc.
- 12) Attach a copy of latest DGS&D, New Delhi registration Certificate under the compulsory Scheme of Ministry of Finance regarding the registration of Indian Agent of foreign supplier wherever it is applicable.
- 13) The Tenderer is required to furnish the Permanent Account Number (PAN) allotted by Income Tax Department. If registered with the National Small Industries Corporation,

the registration number, purpose of registration and the validity period of registration etc. should also be provided in the offer/bid.

- 14) The Tenderer has to state in details the Electrical Power/UPS requirements, floor Space, head room, foundation needed and also to state whether Air-conditioned environment is needed to house the system etc. and to run the tests. i.e. pre-installation facilities required for installation in the bid.
- 15) Cost of the items should be mentioned clearly in the Offer like:-
  - a) The optional and any other essential items / accessories required for the maintenance of the equipment for the next **four years** should also be specified in the offer separately.
  - b) Packing, Forwarding, Freight & Insurance and Commissioning Charges, if any extra, may be quoted separately in the Bid.
  - c) In case if the quote is F.O.R./F.O.B. basis, estimated insurance coverage charges may please be indicated.
  - d) CIF value both by Airfreight and Ocean freight.
  - e) The actual Tax Percentage if any should be specified clearly.
- 16) Discount offered should also be mentioned clearly in the bid.
- 17) All bank charges inside India to IRSHA, BVDU account and outside India to Beneficiary's account.
- 18) The Tenderer's conditions printed on the tender or otherwise sent along with the tender shall not be binding on IRSHA, BVDU.
- 19) A) We prefer to release the payment on BILL Basis (excluding Indian Agency Commission) after receipt of consignment in good condition and satisfactory installation, commissioning, training thereof. Alternatively, depending upon the value and foreign exchange regulations the payment can also be considered through FDD/Wire Transfer through State Bank of India for the order value excluding the Indian Agency Commission.  
B) PAYMENT: No advance payment is allowed under any circumstances. 100% payment will be released by wire transfer/FDD through the State Bank of India, Katraj Branch, Pune after receipt of the material, completion of satisfactory installation, commissioning, demonstration and training of the whole system.
- 20) Supply means, "Supply, Installation, Commissioning, demonstration of the whole system and training on the site as desired by this Institute". If any charges extra for Installation, Commissioning and training, the same should be specified in the offer. Goods should be insured against theft/loss/breakage/damage during transit and insurance charges should not exceed 3% of the cost of the materials supplied.
- 21) The item should be supplied with manuals and the manuals including technical drawings should be complete in all respects to operate the system without any problem. If the manuals are on chargeable basis, the same should be specified in the offer.

- 22) (A) In case of Indigenous Items, the offer should contain the Basic Price and percentage of Excise Duty and should be shown separately
- a) The University, Bharati Vidyapeeth (Deemed to be University) is registered with Department of Scientific & Industrial Research (DSIR) in terms of Govt. notification no. 51/96 customs dt. 23.07.1996
  - b) The IRSHA, Pune is affiliated to this University. IRSHA is exempted from Customs duty and GST.
- 23) (A) **Performance Security/Security Deposit:** The successful bidder shall furnish an unconditional Performance Security in the form of an Account Payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee from a commercial scheduled bank for 10% or higher (as may be decided by the Competent Authority) of the order value within 15 days of placement of the order. **An undertaking that the bidder agrees to give security deposit/performance bank guarantee must be submitted with the bid, failing which the bid shall not be considered.** If the bidder fails to submit the Performance Security as mentioned above, the Contract shall be deemed as terminated and the order will be placed with any other bidder. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. **No interest is payable on the Performance Security.**
- (B) For Indigenous items, 100% payment shall be made after 30-45 days of satisfactory supply, installation, commissioning, testing and training as per Purchase Order at site.
- 24) **Delivery Period:** As time is the essence of the contract, delivery period mentioned in the Purchase Order should be strictly adhered to. Otherwise the Security Deposit furnished by the tenderer will be forfeited and also LD clause will be applicable/enforceable.
- 25) **INSTALLATION:** The Bidder shall be responsible for installation, commissioning, demonstration, training etc. and for after sales service during the warranty and thereafter. 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 goods at site and subsequently training is to be provided to the concerned officials of this institute.
- 26) After successful installation what will be the minimum down time of equipment/instrument in case of breakdown must be mentioned. If the identified firm or person fails to put the system into working condition the further alternative course of action should be suggested adhering to minimum down time.
- 27) **Period of validity of bids:** The bid should be valid/kept open for six months from the date of opening of the bid. Further, if extension of validity would be required in future, the bidder should extend the validity only and no other modifications shall be permitted.
- 28) **Amalgamation/Acquisition:** In the event the 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 i.e. supply, installation, commissioning,

warranty, maintenance/replacement of spares accessories etc. while submitting your bid, you may confirm this condition.

- 29) IRSHA, BVDU will not provide any accommodation/ transportation for the Engineers/ Representatives for attending Installation, Commissioning, Demonstration, training etc. It is the absolute responsibility of the Principal Supplier/Indian Agent to make their own arrangements.
- 30) No sub-contracting will be allowed for installation or maintaining system/equipment / instrument during or after warranty period.
- 31) **Tenders which are submitted without following the proper system:**
  - (a) Late/Unsigned/Incomplete Tenders.
  - (b) Conditional Offers.
  - (c) Tenders submitted by Fax / E-mail / Telegraphic
  - (d) Tenders, not accompanied an undertaking that the bidder agrees to give Security Deposit/Performance Bank Guarantee, will summarily be rejected.
- 32) **Penalty for delayed Services/LD:** If the supplier fails to Supply, Install, Commission and Training for the system as per the specifications mentioned in the order within the due date, the Supplier is liable to pay liquidated damages of one percent of order value per every week of delay subject to a maximum of 10% beyond the due date and such money will be deducted from any money due or which may become due to the supplier. IRSHA, BVDU 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.
- 33) Goods should not be dispatched until the Vendor receives a firm order.
- 34) Please indicate page numbers and put your seal on all pages of quotation.
- 35) The purpose of certain specific conditions is to get or procure best Equipment/service etc. for IRSHA, BVDU. The opinion of Technical Committee shall be guiding factor for Technical short listing.
- 36) Firms, which have earlier supplied similar equipment to IRSHA, BVDU and have not completed required installation/commissioning/after sales service/warranty replacements etc. will not be considered for further evaluation and no enquiries thereafter will be entertained.
- 37) **Interpretation of the clauses in the Tender Document/Contract Document:** In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, **Director, IRSHA, BVDU interpretation of the clauses shall be final and binding on all parties.**
- 38) All disputes are subject to exclusive jurisdiction of Competent Court and Forum in Pune, India only.

39) The Director, IRSHA, BVDU, Pune reserves all the rights to accept or reject any/all tender in full or in part without assigning any reason.

40) **Annual Maintenance Contract**

The following conditions are included in the annual maintenance contract:-

- a) **4 years comprehensive warranty and 2 years non comprehensive services for equipment free of cost.**
  - b) Non-comprehensive annual maintenance from 6<sup>th</sup> to 10<sup>th</sup> years as decided by the appropriate Technical Committee.
  - c) Provide spare parts to maintain the equipment, up to 10 years.
  - d) Give discount on list price of all spare parts up to 10 years.
  - e) Provide 2 preventive maintenance visits per year and also all the breakdown calls as and when required.
  - f) Submit Performance bank guarantee of 10% of the FOB Value of the order and which will be retained by IRSHA, BVDU till the end of warranty period.
  - g) The duration of warranty period will start after proper installation of the equipment and submitting users satisfactory report.
  - h) The maximum response time to supply the item(s) is one month from the date of placing PO for indigenous and two month for import.
  - i) 0.1% of FOB as penalty per week till the warranty period, if the instrument remains in non working condition for more than 18 days.
  - j) When the equipment is under warranty/comprehensive maintenance, it would be the responsibility of the manufacturer/dealer/agent to procure spare parts and the Institute will not incur any expense on duty, octroi or handling charges.
  - k) The detailed circuit diagram along with trouble shooting procedure and operational manual would be provided to the Institute/Centre along with the equipment.
  - l) Onsite training to the users after installation is to be given.
- 41) “The supplier should submit the **IQ OQ/IQ PQ (Installation Qualification-Operational Qualification / Installation Qualification-Performance Qualification)** certificate along with **calibration certificate** after successfully completion of installation and testing of equipment / installation”.

**DIRECTOR  
IRSHA, BVDU**

**I/We agree to abide by all the Terms & Conditions mentioned above.**

**Signature of the Tenderer**

Date:

Name & Address of the Firm with Seal:

(Phone/Fax No./E-mail id may also be stated for easy communication)