

ANNEXURE 'A'

UNIVERSAL MILLING MACHINE

Tentative Technical Specifications	
Table size	1500-1600 mm x 300-325 mm (Approx).
No. of T-slot x width x Center distance	3/14-16/63-65 mm (Approx).
Clamping area	1200-1350 mm x 300-325 mm (Approx).
Swivel of table on either side	45 (Degrees)
Traverse	
Longitudinal Auto	750-1000 mm (Approx).
Manual	800-1000 mm (Approx).
Transverse Auto	225-325 mm (Approx).
Manual	250-350 mm (Approx).
Vertical	400-450 mm (Approx).
Spindle	
Speed range/steps/progression	(35-2000)/ (12-18)/(1.2-1.4)[Approx].
Taper	ISO 40
No. of feeds	(14-21)[Approx].
Vertical milling head swiveling on both sides	45 (Degrees)
Axis Drive	
Rapid Traverse (X/Y/Z)	(2.5-4)/ (2.5-4)/(0.6-1.0) m/min.(Approx).
Feed range	
Longitudinal	15-800 mm/min (Approx).
Transverse	15-800 mm/min (Approx).
Milling spindle motor	3.5-5.5 kw (Approx).
Feed motor	0.75-1.5 kw (Approx).

Features:

1. Spindle housing should be rigid to ensure vibration free & smooth machining.
2. Optimum spacing of precision roller bearings to ensure vibration free cutting.
3. Double nut lead screw to eliminate back lash.
4. Motor shaft end should be supported by a bearing for prolong machine life.
5. Dual locking in Knee/ram/table for increased rigidity.
6. Chrome plated machine bed & guide ways.
7. Pre-loaded thrust bearing for reducing back lash.
8. Class 7 Spindle bearing for rigidity at high speeds.
9. Three axis DRO with inch/metric display along with home reference •
Resolution : 0.001 mm
10. Distance from Top of table to spindle face min./max. : 50 -450 mm(Approx).
11. Automatic centralized Lubrication.

Accessories:

1. Arbor Dia.22,Dia. 25 Dia.27 & Dia.32
2. Indexing head with chuck & tail stock
3. Rotary Table - 250mm
4. Adaptor- Short & long
5. Collet adaptor- Short & long
6. Collets from 3mm-25mm in steps of 1mm
7. Machine vice with Swivel base, jaw width 160mm, opening 130mm
8. Stub Arbor –ISO40 -Dia. 16, Dai.22, Dia.25 & Dia.32
9. Coolant equipment
10. Machine lamp
11. Linear scale for X, Y, Z axis
12. Screw type MT1 to MT4
13. Tool kit should include
 - a) Clamping kit-geese neck, strap
 - b) T-bolts, tenons, Allen key, Washers, Studs, hexagonal nut
 - c) Spanner-Ring, flat, C spanner
14. Collet clamping equipment
15. Edge finder
16. Swivel & tilting table
17. Drill chuck ISO 40 (0-13mm)
18. Test mandrel
19. Micro boring & facing head

SURFACE GRINDING MACHINE

Tentative Technical specifications	
Longitudinal travel	600-800mm (Approx).
Cross traverse	280-350mm (Approx).
Distance between table & spindle center	400-575 mm (approx).
Working surface	600mm x 300mm (Approx).
Table speed	3-25 mpm (Approx).
L.C. of cross feed hand wheel	10 μ -50 μ (Hand wheel), 1 μ -3 μ (Fine Feed)[Approx].
L.C. of vertical feed hand wheel	1-2 μ (Approx).
Auto cross feed at each table reversal infinitely variable	0-2.5 mm(Approx).
Grinding head	
Spindle power	3-5 hp (Approx).
Grinding spindle speed	2500-3000 rpm (Approx).
Vertical movement	400-500 mm (Approx).

Features:

1. Automatic lubrication of lead screws, guides for lowering friction & prolonged machine life
2. Machine should be cast iron construction including base for rigidity & dampening.
3. Slip free, smooth & accurate table movement
4. Flatness of machined surface should be within 5 μ .

Accessories:

1. Grinding wheels, flange unit
2. Wheel balancing mandrel & stand
3. Coolant system
4. Machine Lamp
5. Set of wrenches
6. Demagnetiser
7. Wheel dresser
8. Re-circulating ball screws
9. Sine bar, sine vice, plain vice
10. Dust Exhaust Equipment
11. Radius and Angular Wheel Forming Attachment

Acceptance test and inspection • Acceptance of the machine's Geometrical Accuracy according to manufacturer's test report in presence of ARIES representative (without machining). • Statistical Test Report of machine's working accuracy according to manufacturer's test report. • Format of sample test certificate should be submitted along with the technical bid. In case of an order actual test certificate have to be sent along with the machine. • Acceptance certificate of two offered models manufactured & commissioned by the manufacturer during past two years have to be sent along with the quotation.

Warranty Supplier to indicate the useful life of the machine's on 2 shift per day basis • Entire machine inclusive of all systems / accessories should be warranted for 12 months from the date of installation / commissioning against all the design, material or manufacturing defects.

Spares A kit of spares parts for maintenance of the machine for a period of two years operation to be quoted. However the supplier should ensure continued supply of spares throughout the useful life of the machine.

Safety The machine must be provided with all safety features necessary to protect the machine, control and the operator while in operation from possible damage / injury. • Automatic machine shutoff in the event of lubrication and coolant failure, spindle off and axis over travel.

Installation & commissioning • Foundation kit like vibration mounts, bolts etc, required for foundation to be supplied. • Details drawing of foundation indicating necessary details to be supplied along with the quotation. • Requirements like isolation, vibration criteria, Air conditioning, dust free atmosphere and flooring to be specified. • Requirement of water and compressed air lines to be specified. • Installation & Commissioning of the machine to be done by the supplier.

Experience/ Clientele: Supplier should give the full address of customers in Aircraft and other manufacturing industry to whom the similar machines have been supplied within last three years.

Training During commissioning visit, supplier's engineer should provide training about application of all machines including its operation and maintenance to at least two technical staff of ARIES.

Documentation Supplier should supply printed catalogue along with the quotation. Three sets of the following documents in English are to be supplied with the machine: Operator manual • Spare parts list • Maintenance manual • Electrical wiring diagrams • Preventive maintenance check list, trouble shooting charts and guidelines • Machine test charts • Machine assembly drawings indicating part No. • Documents of all the bought out items • One set of the above documents are to be supplied with the machine.

Special:

The supplier should quote commercially proven model of machine and control system.

The supplier should quote in two bids i. e., technical bid & price bid.

Comments like YES, AGREED, WILL BE GIVEN AT THE TIME OF SUPPLY, CONFIRMED, WILL BE COMPLIED, are not acceptable where numerical values are required to be quoted.

The quotation should be comprehensive against specification and the supplier should state whether the machine and control system offered by them confirm as per specification point by point as listed. If any alternate offers are made, it should be stated as alternative and price to be quoted if any.

The supplier should provide catalogues/detailed drawings of the machines and the items offered. Sketches are not acceptable. Quotations received without these details are likely to be ignored/disqualified for consideration.

The offer will be ignored/ disqualified in case the supplier is designing and manufacturing the machine first time.

The items to be supplied with the machine should be of standard manufacturer make; necessary drawings/catalogues should be enclosed giving the details. Non-standard items/outdated technology is not acceptable.

The supplier should clearly categories the Basic/Standard features as well as optional features of the machine & control system in order to have clear cost comparison.

ANNEXURE 'B'

INSTRUCTIONS FOR SUBMITTING OFFER

1. **Submission of Priced & Unpriced Bids:** The offer is to be submitted in 2 parts (i.e. Technical & Price bids). The technical & price bids are to be kept separately in different envelopes and these envelopes will be superscribed with "Technical Bid" or "Price Bid", Tender No., Description, Due Date and Sender's Name etc. These two envelopes will again be kept together in one single envelope. This envelope will be superscribed with Tender No., Item, Due Date, Sender's Name & Address etc.

Technical Bid shall be completely identical in all respect with Price Bid except the price. Price Bid will indicate price where as technical bid will leave the price column blank. The envelope of technical bid will contain EMD. Further, any technical literature/reference etc should also be enclosed in the technical bid.

2. In case of indigenous supply, quotation should be for delivery of the equipment on F.O.R. despatching station basis inclusive of packing & forwarding. Bidders are also requested to indicate freight & insurance upto ARIES Premises so that if required, order can be placed on FOR ARIES premises basis. In case of foreign supplies, prices should be on FOB International Seaport/FCA International Airport including adequate packing for mode of despatch and forwarding.
 - a) Quoted prices should be firm and fixed without any escalation whatsoever till the execution of order.
 - b) Please indicate country of origin and confirm that prices are quoted in the currency of the country of origin.
 - c) Quotation must be in the unit in which the quantity is indicated in the enquiry. You should quote price per unit and total price in figures & in words. The schedule of items should not be changed.

3. **Cost should be quoted separately for each of the following:**

- a) Basic Equipment
- b) Accessories & tooling (Item wise list with unit rate and total price)
- c) Spares & tools to be supplied free of charge (FOC) with the equipment. List of such spares and quantity thereof needs to be provided
- d) Recommended spares for two years trouble free operations (Item wise list with unit rate and total price). Supplier should confirm that these spares are adequate and sufficient for 2 years operation.
- e) In case of foreign supplies all taxes & duties applicable in their country are to vendor's account. In case of Indian supplies, excise duty, sales tax or any other statutory duty to be indicated.
- f) Installation & Commissioning charges.
- g) Transportation charges.

The quotation should be valid for 120 days from the closing date of the tender i.e. due date of receipt of tenders.

Please indicate approximate net weight, gross weight and dimension of each package & equipment.

The quotation shall be free from any corrections, overwriting etc. However if it is unavoidable, the same should be signed by the same person signing the offer.

4. **Earnest Money Deposit:** Please furnish the EMD as per our tender documents in the form of Demand Draft or irrevocable bank guarantee from the scheduled bank / bank of International repute (for foreign vendors) valid for 28 days beyond the validity of the bid. In case of demand draft, it should be in favour of Director, ARIES payable at Nainital, failing which your offer would be considered as

unresponsive and liable to be rejected. EMD Bank Draft / Bank Guarantee should be enclosed with the unpriced Bid. In case you claim exemption as per Govt. orders, copy of relevant order of Govt. should necessarily be enclosed. EMD shall not carry any interest.

5. Tender Opening: Technical Bids will be opened on the due date. In case any Bidder proposes to attend tender opening he can do so by deputing his representative along with authority letter. Late tenders shall not be opened and shall not be considered. Hence please ensure that your sealed offer must reach us well before the due date. All drawings (Photos/Sketches) sent by us should be returned with vendor's quotations. If vendors are unable to quote against Drawing/Photos/Sketches supplied by ARIES, these should also be returned immediately to ARIES along with vendor's regret letter.

6. ARIES is not bound to accept any offer and reserves the right of accepting/ rejecting the whole or any part of the offer/quotation. Rates quoted by vendor shall be valid even for part qty or part item. Disregard of any instruction, may result in your offer being ignored/rejected without any information to vendor. Order if any shall be governed by ARIES's General Terms & Conditions only. In case, the vendor has any reservation against particular clause, specific deviation sought may be indicated for consideration. However, it is again emphasized that deviation may lead to rejection of offer also as per ARIES's discretion.

7. The tenderers shall submit a certificate viz. "Certified that they have correctly and completely understood the requirement from the description, specification, drawing, part nos etc. and wherever alternative part numbers or materials are offered they would serve the purpose without any changes/modifications to attachment parts. Certified also that in the event of supplied parts not being found suitable, the same would be replaced at vendor's own cost and also extra cost and freight amount paid by the ARIES will be refunded".

8. Vendor will give a confirmation that prices of accessories & spares quoted in the offer will be valid for future procurement also with applicable escalation formula.

9. Details of after sales service including AMC, availability of maintenance engineer on call basis, availability of spares for the life time of equipment etc. to be indicated in the offer.

10. Machines shall be accompanied with operation and maintenance manuals as standard supply.

11. The firm delivery date should be indicated reckoned from the date of Purchase Order.

12. All Terms & Conditions shall be as per 'General Terms of contract of ARIES (Annexure 'C')'.

13. Seller shall confirm that he has not appointed any agent in India to promote this contract and that no commission is payable to any such agent in connection with this contract. Seller shall also confirm that he has neither paid nor will pay any commission fee or any such charges to any agent in connection with the award and execution of this contract. Should it be subsequently proved that such a commission, fees or charge has been paid, contrary to the forgoing, buyer shall be entitled to terminate this contract forthwith. The buyer shall also be entitled to recover from the seller an amount equal to the commission fees or any such charge proved to have been paid.

14. Quotation should be submitted directly by the party on whom order is required to be placed. Govt. Guidelines in respect of Central Public Sector Undertakings and SSIs etc. shall be applicable. BIDDER MUST ANSWER CATEGORICALLY ALL POINTS IN THE SPACE PROVIDED AT AGREED TERMS & CONDITIONS ENCLOSED (COMPLIANCE MATRIX) AT ANNEX "D".

Annexure 'C'

GENERAL CONDITIONS OF CONTRACT

1. Vendors are eligible to quote only for the machines/ equipment for which the Tender Documents have been purchased by them directly or through their representative/ARIES website (download).
- 2) These General Terms and Conditions shall apply to the extent that they are not superseded by provisions of the Specifications of the Machines / Equipments.
- 3) Quotations from financially sound Vendors, who are manufacturers of the tendered machines, and have to their credit rich experience and established quality assurance and testing facilities for the production, after sales service and supply of identical equipment will only be considered.
- 4) While submitting the offer, Vendor should provide the following:
 - a) Applicable descriptive literature / catalogue / drawing / schematic diagram in two copies.
 - b) Material handling, testing and commissioning details.
 - c) Operational environment conditions such as maintenance of temperature, air conditioning, recommended dust free environment, power supply and other utilities. (Equipment and systems must be capable of operation on 400 / 440 volts, 3 phase, 50 cycles, AC supplies and should be fully tropicalised. Electrical motors should have class "A" insulation).
 - d) Foundation sketch, hardware, and vibration dampers etc.
 - e) Lubrication with details of lubricants, greases, oils, coolants etc.
 - f) Spare parts catalogues with price details
 - g) Electrical circuitry
 - h) Detailed list of maintenance spares which are supplied free of cost with the equipment.
 - i) Parawise Technical Specification Compliance Statement highlighting deviations if any.
- 5) Equipment / Accessories / other offered Stores must be entirely new and unused. Use of Second hand / refurbished items is strictly prohibited. All parts should be designated with specific number.
- 6) Where stores offered have a limited shelf life, kindly indicate the life and confirm that such stores shall have a minimum of 80% of shelf life at the time of dispatch. In respect of rubber items such as Seals etc. having cure date, the item should not have been manufactured earlier than 6 months of dispatch.
- 7) Vendors should clearly indicate similar equipment supplied on global basis to any reputed/Govt customers and any where in India with customer's full address, telephone/telefax No., P.O. No., value and year of supply.
- 8) SECURITY DEPOSIT: The successful Vendor shall need to deposit 5% of the total value of the Order as Security Deposit within 15 days of issuance of the P.O. by a Demand Draft or Bank Guarantee in a prescribed format of ARIES (enclosed) from a scheduled bank in India / Bank of international repute (for foreign vendors) which shall be valid up to the time of fulfillment of all contractual obligations to the satisfaction of ARIES. This deposit will bear no interest and will be returned after the completion of the contract to the satisfaction of ARIES.

9) **QUALITY & WORKMANSHIP:** The Stores/ Goods supplied shall conform to the standards, if mentioned in the Technical Specifications, or, where no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution. The stores shall be of the best quality and workmanship incorporating latest technology and standards relevant to the industry. Vendor shall comply with the conditions of the tender and these Terms & Conditions. The proposal to supply shall be deemed to be an admission on Vendor's part that he has fully acquainted himself with details and no claim on his part, which may arise on account of no examination or insufficient examination of the conditions of the tender and these Terms & Conditions, will, in any circumstances, be considered.

Vendors while submitting the proposal should categorically declare that the items quoted by them.

10) **Warranty:** Warranty shall be 12 months after the goods have been taken over by ARIES against any defective design, workmanship, materials and non conformance to intended performance. During warranty minimum uptime of 95% shall be ensured failing which warranty period shall deem to be proportionately extended. During warranty period equipment shall be replaced/ repaired free of cost including any to & fro freight/insurance involved. Supplier shall attend to warranty calls within 48 hours notice.

11) **PERFORMANCE BANK GUARANTEE:** Vendor shall furnish a Performance Bank Guarantee as per ARIES's format (enclosed) for 10% of order value valid till end of the guarantee / warranty period from a scheduled bank in India / Bank of international repute (for foreign vendors)

12) **POST WARRANTY SERVICE :** Arrangements for after sales service and maintenance in India on site during warranty & post warranty period should be clearly indicated providing with name, address, phone, fax, contact person, infrastructure along with spare parts inventory held by your authorized Technical Service Center.

13) **TRAINING / FACTORY ACCEPTANCE TEST:** Vendor shall impart free training to ARIES's Personnel in the area of programming, operation, mechanical maintenance and electronic/electric maintenance at Vendor's work and also during commissioning. Boarding, lodging & travel of ARIES's personnel will be borne by ARIES.

14) **Packing:** The Vendor shall be responsible for the stores being sufficiently and properly packed for tropical storage and for transport by rail, road, sea or air so as to ensure arrival at ARIES's site without any loss or damage. The packings and marking of packages shall be done by and at the expense of the Vendor. Each package shall contain packing note quoting purchase order number and date showing its contents in detail. Each shall be properly marked with Purchase Order No., Consignee's name & address, package handling instructions etc. The package shall have adequate provision for handling during transit.

15) **Receipt & Dispatch:** The Vendor is responsible for obtaining a clear & clean receipt from the transport authorities specifying the goods dispatched with proper & sound packing. He will not book any consignment on a 'said to contain' basis. If he does so, he does it on his own responsibility. ARIES will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'said to contain' basis. ARIES shall pay for only such stores as are actually received by them.

16) **Sales Tax:** No Sales Tax or any other tax will be payable by us unless payment of the same is specifically stipulated by the supplier in his quotation and the same is legally leviable. Sales Tax is payable only when sales tax registration number is given in your bill with certificate that the sales tax charges from us shall be paid to authorities concerned.

17) Deliveries, consequences of breach: The delivery mentioned in the purchase order shall be deemed to be essence of the contract and delivery must be completed on or by dates mentioned in the purchase order. Should the Vendor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery ARIES shall be entitled at their option:

a) To recover from the Vendor as agreed liquidated damages, a sum of 0.5% per week or part thereof of delayed portion of supply subject to maximum of 12.5% of order value.

Or,

b) To purchase elsewhere, without notice to Vendor on the account and at the risk of the Vendor, the stores not delivered or others of similar description (where other exactly complying with the particulars are not available, ARIES's decision in this respect will be final.

Or,

c) To terminate the contract by ARIES.

In the event of action being taken under (b) and (c) the Vendor shall be liable for any loss which ARIES may sustain on the account but the Vendor shall not be entitled to any gain on repurchases made against default.

Installation & commissioning of the equipment shall be undertaken by the Vendor at ARIES's site. Please indicate the time period for this task from the intimation of readiness of site by ARIES.

18) INSPECTION, CONSEQUENCES OF REJECTION: The goods on receipt in ARIES will be subject to inspection and tests and ARIES inspector's decision as regards acceptance/rejection of goods, in part or full, shall be final and binding on the parties. In case of Plant & Machinery, goods shall be finally inspected & accepted only after successful commissioning. If any stores are rejected, ARIES shall be at liberty to:

a) Allow the Vendor to supply stores in replacement of those rejected within a time specified by ARIES. The Vendor shall bear the cost of freight in such replacement and shall not be entitled to any extra payment,

OR,

b) Buy the quantity of stores rejected or other of a similar nature from elsewhere at the risk and cost of the Vendor without affecting the Vendor's liability as regards the supply of any further consignments due under the contract,

OR,

c) Terminate the contract and recover from the Vendor the loss ARIES may thereby incur. The Vendor shall not be entitled to any gain on the repurchase,

Any stores rejected by ARIES's Inspector must be removed by the Vendor within 14 days from the date of receipt of intimation of rejection and at his own cost, failing which the Vendor shall be liable to pay storage charges at 1% for each day of delay on the invoice value of the stores. If the stores are not removed within a month from the date of intimation of rejection, the stores will be liable, to be sold by ARIES at the Vendor's risk and responsibility and the proceeds adjusted towards storage charges.

19) APPROPRIATION: Whenever any sum of money is recoverable from sum of money

payable by the Vendor, ARIES shall be entitled to recover such sum by appropriating in part or whole by deducting any sum then due or which at any time thereafter may become due to the Vendor in this or any other contract entered by ARIES as a whole its Divisions and Branch Offices etc., held by him alone or in partnership with others. Should this sum be not sufficient to cover the full amount recoverable, the Vendor shall pay to ARIES on demand the remaining balance due.

20) PAYMENT TERMS: Payment terms shall be as follows:

a) 75% of supply portion on receipt of consignment at ARIES premises. In case of foreign supplies, payment shall be effected through sight draft.

b) Balance 25% of supply portion and 100% of installation & commissioning charges after successful installation and commissioning against performance bank guarantee of 10% of order value valid till warranty/guarantee period as per ARIES format (enclosed) from scheduled Bank in India / Bank of international repute (for foreign vendors).

21) FALL CLAUSE: The price quoted shall be in no event exceed the lowest price at which you sell the stores or offer to sell stores of identical description to any person(s) / organization including the purchases by any department of the Govt. of India, the State Govt. or any statutory undertaking of the Govt. of India / State Govt., as the case may be during the period till the completion of the performance of the order placed and during currency of the order.

22) APPLICABLE LAW: This contract shall be governed by and subject to and interpreted and construed in accordance with the Laws of Republic of India, as may be in force from time to time.

23) INDEMNITY: The Vendor shall at all times indemnify ARIES against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of design or trade mark.

24) BRIBES AND GIFTS: Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Vendor or his parties, agent or servant or any one on his or their behalf to any officer, servant, representative or agent of ARIES or any person on his or their behalf in relation to the obtaining or to the execution of this or any other contract with ARIES shall in addition to any criminal liability which the Vendor may incur, subject the Vendor to the cancellation of this and all other contracts with ARIES and also to payment of any loss or damage resulting from any such cancellation. Any question or dispute as to the commission of any offence under the present clause shall be settled by ARIES in such manner and on such evidence or information as they may think fit and sufficient and their decision shall be final and conclusive.

25) JURISDICTION: The Court at Nainital only shall have jurisdiction to deal with and decide any legal matter whatsoever arising out of this contract.

26) ARBITRATION: All disputes or differences whatsoever arising between the parties out of or relating to the construction meaning and operating or effect of this contract or the breach thereof which cannot be resolved through mutual consultation shall be settled by arbitration in accordance with the rules of arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

27) IMPORTED STORES: The Vendor shall be responsible to bear all taxes, levies, duties or imposts arising in his country and payable directly or indirectly in respect of goods ordered on him and shall bear all cost of stamping, painting, marking, port fees, etc., as payable at the port of embarkation.

Where the Government of the Vendors' country exempts goods in export from any or all of such taxes, levies, duties or imports the Vendor shall charge the purchase prices, which are exclusive of and free from such taxes, levies, duties or imports.

Where any stores the subject of an order are, on exportation subject to a customs draw back in respect of duty paid on the stores or on materials used in the manufacture of the stores, the prices to be charged to the purchaser shall be the net prices after the amount of such duty drawback is deducted.

Where subsequent to the placement of an order by the Purchaser, a Customs or other Government Notification in the Vendor's country entitles the Vendor to claim a withdrawal of duty on the stores the subject of such an order, or on the materials used in the manufacture of the stores the subject of such an order, the Vendor shall recover the amount of the withdrawal and credit it to the Purchaser and the order value shall be reduced by the amount of the withdrawal.

28) EXPORT LICENCE: Foreign Vendors making proposals should ensure availability of export licence as per their Govt. regulations for export to India. Vendor shall be required to obtain and maintain all Export/Import licences and permits etc., as the case may be, required for performing supplies against this tender. Obtaining export licence shall be entire responsibility of the vendor.

29) INVOLVEMENT OF ANY AGENTS AND MIDDLEMEN: No involvement of Agents or Middlemen in India or abroad in any capacity whatsoever is permitted at any stage in relation with this tender and the resultant contract. Vendor shall confirm that he has not appointed any agent in India to promote this contract and that no commission etc., is payable to any such agent in connection with this contract. Vendor shall also confirm that he has neither paid nor will pay any commission, fee or any such charges to any agent in connection with the award and execution of this contract. Should it be subsequently proved that such a commission, fees or charge has been paid, contrary to the foregoing, buyer shall be entitled to terminate this contract forthwith. The buyer shall also be entitled to recover from the seller an amount equal to the commission, fees or any such charge proved to have been paid.

TECHNICAL DOCUMENTS

The Equipment/ Machine will be supplied along with the following Technical Documents

- I. Descriptive Manual/Catalogue with technical specifications
- II. Literature of handling, testing and commissioning of the machine
- III. Installation instructions with complete foundation plans and drawing
- IV. Complete details of air conditioning or any other special installation requirements where applicable
- V. Complete power requirement and electrical circuitry details including circuit, wiring and schematic diagrams (At least one of which should be reproducible)

VI. Lubrication chart with complete details of lubricants, grease, oils, coolants, etc. including their specifications, source of procurement and periodicity of change where applicable

VII. Operation Manual

VIII. Maintenance Manual

IX. Maintenance spares recommendations for two years operation on three shift basis at a monthly utilization plan of 500 hrs. Details of special items, if any, including their source of supply etc., must be clearly specified

X. Spare parts catalogue with price details

XI. Detailed list of maintenance spares and tools which are supplied free of cost along with the machine

XII. Details and separate literature of electrical equipment, e.g contactors, relays, limit switches etc.(if not supplied with the maintenance manual)

XIII. Manufacturer's warranty and a certificate of inspection regarding serviceability and performance of the machine/equipment

XIV. Machine colour must be specified in the quote. However, ARIES will have the option to specify a colour in line with other machines installed in the ARIES workshop.

XV. Information regarding the availability of your service engineers for erection & commissioning of machine in our Premises.

All the documents to be supplied after receipt of order.

29) OTHERS: Vendor shall not be entitled without ARIES consent to assign or transfer to a third party all or part of the benefits or obligations under this contract.

ARIES does not bind itself to accept the submitted tender and reserve the right to itself of accepting or rejecting the whole or any part of the tender or the quantity offered in full or in part without assigning any reason thereof. Vendor will have the obligation to supply the accepted quantity at the offered rate.

CANVASSING IN ANY MANNER, INCLUDING UNSOLICITED LETTERS AFTER SUBMISSION OF TENDERS, OR POST TENDERS CORRECTIONS SHALL RENDER OFFERS LIABLE FOR REJECTION.

Tentative Format of Bank Guarantee Bond for Security Deposit

1. In consideration of the Aryabhata Research institute of observational sciences, (hereinafter called as ARIES) having agreed to exempt M/s _____ [hereinafter called "the said supplier(s)"] from the demand, under Purchase Order No. _____ dated _____ (hereinafter called "the said Order") made between _____ and _____ for _____ (indicate the scope of supply) of security deposit for the due fulfillment by the said supplier (s) of the terms and conditions contained in the said Order, on production of a Bank Guarantee for _____ (indicate the amount in Rs. / Foreign Currency) (_____ only). We, _____ (hereinafter referred (indicate the name of the Bank) to as "the Bank") at the request of M/s _____ [supplier(s)] do hereby undertake to pay to ARIES an amount not exceeding _____ (indicate the amount in Rs. / Foreign Currency) against any loss or damage, costs, charges and expenses, claims caused to / suffered or would be caused to / suffered by ARIES by reason of any breach by the said supplier (s) of any of the terms or condition contained in the said Order.

2. We _____ (indicate the name of the Bank) do hereby unreservedly, irrevocable undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from ARIES within fifteen (15) days of such demand stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by ARIES by reasons of breach by the said suppliers(s) of any of the terms or conditions contained in the said Order or by reason of the supplier (s) failure to perform the said Order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ (indicate the amount in Rs. / Foreign Currency).

3. We undertake to pay to ARIES an amount not exceeding _____ (indicate the amount in Rs. / Foreign Currency) so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this Guarantee being absolute and unequivocal.

4. We _____ (indicate the name of Bank) further agree with ARIES that ARIES shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Order or to extend time of performance by the said supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by ARIES against the said supplier and to forbear or enforce any of the terms and conditions relating to the said order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said supplier(s) or for any forbearance, act or omission on the part of ARIES or any indulgence by ARIES to the said supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5. We _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of ARIES in writing and agree that any change in the constitution of the said supplier (s) or Bank shall not discharge the Bank of its liability under this deed.

The validity of Bank Guarantee shall be upto _____ (dd/mm/yy) and such date shall be 60 days after the last delivery / services against the contract. The Bank Guarantee will continue to be enforceable till all the dues of ARIES under or by virtue of the said purchase order have been fully paid and its claims satisfied or discharged or till ARIES certifies that the terms and conditions of the said purchase order have been fully and properly carried out by the said supplier(s) and accordingly discharges this guarantee.

This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.

Dated the _____ day of _____ for _____ (indicate the name of Bank).

Date: _____ Place: _____

Format of Performance

Bank

Guarantee

1 Aryabhata Research institute of observational sciences, (hereinafter called as ARIES) have entered into Order _____ (hereinafter called "the said Order"), with _____ [hereinafter called "the said Supplier(s)"], for _____ (indicate the scope of supply)

2 Where as under the terms of the said Contract / Order, the supplier is required to furnish a Performance Bank Guarantee for _____ (indicate the amount in Rs. / Foreign Currency) (_____ only) towards the due fulfillment of the terms & conditions during the agreed time period of extension thereof, and also satisfactory performance of the items supplied to ARIES during warranty period as per the warranty terms stipulated in the order.

3 Accordingly We, _____ [hereinafter referred (indicate the name of the bank) to as "the Bank"] at the request of _____ [Supplier (s)] do hereby undertake to pay to the ARIES an amount not exceeding _____ (indicate the amount in Rs. / Foreign Currency) on the failure of Supplier in performance of their obligations as per the terms and conditions of the Order including satisfactory performance of the items during warranty period as per the warranty terms stipulated in the Purchase Order.

4 We _____ (indicate the name of the Bank) do hereby unreservedly, irrevocably undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from ARIES within 10 days of such demand stating that the amount claimed is due by way of non performance / unsatisfactory performance by the supplier with respect to the terms & conditions of the Order including failure in satisfactory performance of the items supplied under the warranty terms stipulated in the Order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ (indicate the amount in Rs. / Foreign Currency).

5 We undertake to pay to ARIES an amount not exciding _____ (indicate the amount in Rs. / Foreign Currency) so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto our liability under this Guarantee being absolute and unequivocal.

6 We _____ (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Purchase Order and that it shall continue to be enforceable till all the dues of ARIES under or by virtue of the said Purchase Order have been fully paid and its claims satisfied or discharged or till ARIES certifies that the terms and conditions of the said Purchase Order have been fully and properly carried out by the said supplier(s) and accordingly discharges this guarantee.

7 We _____ (indicate the name of Bank) further agree with ARIES that ARIES shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Purchase order or to extend time of performance by the said supplier(s), from time to time or to postpone for any time or from time to time any of the powers exercisable by ARIES against the said supplier(s) and to forbear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said supplier(s) or for any forbearance, act or omission on the part of ARIES or any indulgence by ARIES to the said supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

8 We _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of ARIES in writing and agree that any change in the constitution of the said supplier (s) or the said Bank shall not discharge the Bank of its liability under this deed.

9 The validity of Bank Guarantee shall be upto _____ (dd/mm/yy) and such date shall cover the period of warranty of all the supplies and also the period of defect liability / warranty period for last batch of supplies. The Bank Guarantee shall remain valid for the period upto which the supplier is obliged for due performance of the said Purchase Order including the warranty period.

10 This Bank Guarantee shall be governed by and constitute in accordance with Indian Law and shall be subject to exclusive Jurisdiction of Indian Courts.

11 Dated the _____ day of _____ for _____ (indicate the name of Bank).

Authorised Signatory and
Seal of the Bank

Date:

Place:

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ANNEXURE 'D'

AGREED TERMS & CONDITIONS (COMPLIANCE MATRIX)

Sl	Description	Bidder's Confirmation
01	Price Basis Indigenous supply Prices shall be on F.O.R. dispatching point basis inclusive of packing & forwarding. Bidders are also to indicate Freight & Insurance up to Nainital/ARIES Premises.	
02	Submission of offer. Please confirm that technical & priced offers have been submitted separately as per instructions given in "Instructions for submitting offer".	
03	Earnest Money Deposit Please confirm that Earnest money deposit has been furnished along with technical bid as per instructions given in Tender Documents.	
04	Taxes & Duties Indigenous Supply Bidder should clearly indicate whether Sales Tax, Excise Duty, Octroi, Entity, Custom duty, other Taxes, Duties & Levies etc. are included in the quoted price. In case the same is included, confirmation is required to be given that any variation will be to Bidder's A/c. If variation is in ARIES's A/c present rates of Taxes & Duties included in the offer should be indicated clearly. In case Taxes/Duties are excluded, present applicable rate is to be indicated. If required by ARIES, supporting documents for claiming taxes duties, levies shall be furnished along with supplies. For foreign Supply, please confirm that taxes & duties applicable in Vendor's country shall be to vendor's account as per details given in General Conditions of Contract enclosed.	

05	Firm Quoted prices are firm & fixed without any escalation whatsoever till the execution of order.	
06	All Bank Charges including that of ARIES's Bank shall be born by supplier. Foreign supply All Bank charges applicable inside & outside India shall be to Vendor's account. Confirmation charges in respect of all Bank Guarantees shall be to vendor's account.	
07	Validity The offer shall be valid upto 120 days from the due date for opening of tenders.	
08	Country of Origin/Currency Please indicate country of origin and confirm that prices are quoted in the currency of the country of origin.	
09	Discount Please clearly indicate Spl. Discount/Trade Discount/any other Discount, if any in your price bid. Conditional discounts offered shall not be accepted.	
10	Guarantee Please confirm that quoted item bears a Guarantee of 12 months from the date of handing over after successful commissioning against defective design, workmanship, material & nonconformity to intended specification/performance. Guarantee period will be extended by the period equivalent to down time during warranty. During Guarantee period defective items shall be replaced/repaired free of cost. All expenses including those on Transportation shall be to Vendor's A/c.	
11	Performance Bank Guarantee Seller shall furnish a performance Bank Guarantee for 10% of order value valid till end of the guarantee period as per ARIES's format enclosed from a scheduled Bank in India / Bank of international repute (for foreign vendors)	

12	Liquidated Damages for delay in delivery and completion of work. Please confirm acceptance of Liquidated Damages @ 0.5% per week of delayed portion subject to a maximum of 12.5% of order value, in case delay is beyond contractual schedule.	
13	Transit Insurance in case of quoted items shall be borne by vendor .	
14	Spares Bidder shall furnish offer for spares for 2 years normal operation. Item wise list and price of spares are required. Bidder should confirm that if quoted spare parts fall short for normal 2 years normal operation, the additional spares shall be supplied free of cost. Bidder to confirm that spares will be available lifetime support of the machine. Further before closing production line of spares. Bidder will give minimum 1year notice to enable purchaser to provision necessary spares or vendor will supply drawings/ specification of spares to ARIES.	
15	Installation/Commissioning Please confirm that your offer includes Installation & Commissioning at ARIES Works. Erection & Commissioning charges will be indicated separately. The item shall finally be accepted after successful commissioning & trials at ARIES premises. All details for erection at site including Foundation drg. etc if any shall be intimated in advance as per General Conditions of Contract enclosed.	

16	<p>Training Vendor shall confirm that free training shall be imparted to ARIES's Personnel in the area of programming, operation, mechanical maintenance and electronic/electric maintenance at Vendor's work and also during commissioning. Boarding, lodging & travel of ARIES's personnel shall be borne by ARIES.</p>	
17	<p>Part Order ARIES may at it's option decrease Qty/reduce items of the quote. Quoted prices by vendor shall remain valid.</p>	
18	<p>Maintenance & After Sale Service Maintenance during Warranty period shall be free. Bidder to confirm that prompt after Sales Service shall be provided. Warranty/maintenance cost shall be attended to within 48 hours. Bidder shall also indicate infrastructure for after Sale Service from the nearest possible place. Seller shall also furnish charges/ Terms & conditions for AMC (Annual Maintenance Contract) after Guarantee/ Warranty period.</p>	

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19	<p>Payment Terms Payment terms shall be as follows: -75% of supply portion on receipt of consignment at ARIES premises. In case of foreign supplies, payment shall be effected through sight draft. -Balance 25% of supply portion and 100% of installation & commissioning charges after successful installation and commissioning against performance bank guarantee of 10% of order value valid till warranty/guarantee period as per ARIES format (enclosed) from scheduled Bank in India / Bank of international repute (for foreign vendors) -Payment through Electronic Clearing System (ECS) can be arranged to those vendors who have an account with Bank Branches participating in ECS through MICR cheques. The vendors should give their consent for accepting payment through ECS and furnish the particulars regarding A/C No., Type of A/C and name of Vendor's Bank/Branch etc.</p>	
20	<p>Special Tools etc. Bidder to confirm that his offer includes supply of one set of spl Service Tools & Hardware Kit along with M/c.</p>	
21	<p>Previous Customer Reference Please furnish list of previous customers to whom you have supplied similar items indicating technical parameter ,the tender and also enclose copies of relevant purchase order in support. Vendor should also indicate telephone, fax, contact person etc. of their previous customers.</p>	
22	<p>Income Tax Clearance Certificate Please furnish latest Income Tax clearance Certificate.</p>	
23	<p>Documentation Please confirm that your offer includes supplies of documentation as per details given in General Conditions of Contract.</p>	

24	Repeat Order. Please confirm that quoted price will be valid for placement of repeat order within one year from the date of supply.	
25	Rate contract Please furnish copy of DGS&D Rate Contract or such other contract for the quoted item. Also please confirm that quoted prices are same or lower applicable to other Govt. Depts. Please confirm your willingness to accept the order on DGS&D Rate Contract or other contract.	
26	Please confirm that your offer is in conformity with tender documents, wherever your offer is silent. Please indicate point wise deviation, if any to technical/ commercial terms.	
27	Terms & Conditions Any order resulting from this tender shall be governed by terms & conditions mentioned in "General Conditions of Contract" at Annex 'C' & Instruction of submitting offers at Annex 'B' of tender documents. Thus any vendor quoting against this tender shall be deemed to have read & accepted these terms & conditions. Hence vendor sales conditions if any stand withdrawn.	
28	Security Deposit. Please confirm that in the event of order you will furnish security deposit of 5% of order value as per details given in General Conditions of Contract at Annex 'C'. Please indicate the mode of the deposit also (i.e. by Bank D/D or Bank Guarantee).	

Terms & conditions mentioned in General Conditions of Contract and instruction for submitting offers as per tender documents are acceptable to vendor. Any deviation should specifically indicate against respective clause otherwise terms & conditions shall deemed to be accepted by vendor. Specific item wise confirmation without any deviation of above clauses needs to be indicated against Bidder's confirmation failing which offers shall be liable to ignore.

Signature & Date

NAME:

DESIGNATION:

FIRM :