

**CENTRAL INSTITUTE OF PLASTICS ENGG. & TECHNOLOGY  
( CIPET )**



**Manual for Procurement & Civil Construction  
2013**

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## **Summary – Procurement through online (E-Tender)**

CIPET follows all provisions as per General Financial Rules (GFR) and further conditions imposed by external funding agencies ( viz. OPEC).

### **Approved Indent with financial support**

The selection of equipments, plant & machineries, hardware & software etc. is based on requisitions / demand of the respective centre with justification & ROI (Return on Investment) / Pay back period.

Two Stage Bidding Process:

- (i) Technical Bids &
- (ii) Commercial Bids.

Four Technical Evaluation Committees' (TEC) operates in the areas of :

- (i) R&D
- (ii) Testing
- (iii) Tool Room (CAD / CAM Software & Office Equipment) &
- (iv) Processing.

The TEC meets as and when required thereby evaluates/ scrutinize the Technical Bids received in response to its Advertisements, Tender Notice hosted on CIPET Website and submits its Technical Evaluation Report of duly recommended suppliers' as Technically Qualified.

Technical Presentation is made by the Technically qualified bidders before the CIPET – Technical Committee.

The Purchase Department at CIPET Head Office completes the Commercial Evaluation of the suppliers whose bids have been Technically recommended by TEC.

Project Monitoring Committee (PMC) meets as and when required thereby deliberates on the proposals of the Technical / Purchase Committee and submits its recommendations.

Successful bidders are notified accordingly and obtain their Performance Bank Guarantee thereafter the supply contract is signed.

If the manufacturer is overseas (import), the Letter of Credit is opened in favour of the Manufacturer / Supplier.

The suppliers notify the dispatch details and CIPET clears the consignment after paying Customs Duty as applicable.

Equipment / Machinery is transported to the concerned CIPET Centres for installation & commissioning.

Balance payment is released after successful installation & commissioning with proper training is given to the CIPET officials

## **Summary- Civil Construction through online (E-Tender)**

The summary of the procedure followed in creating civil infrastructure is outlined below:

### **APPOINTMENT OF ARCHITECT**

- Qualified, experienced and reputed Architects are appointed after issuing advertisements.
- Architect acts as a consultant for design, structural and civil works. They help in getting all local authority approvals.
- They undertake Project Management, scrutinize and certify all bills of contractors and give Completion Certificates.
- They prepare estimates, tender documents, compare tenders and give their recommendation for awarding work.

### **APPOINTMENT OF CONTRACTORS**

- Based on value of work, class of contractor registered with CPWD, State PWD or Central PSUs are asked to submit tenders in response to our advertisements.
- Architect compares the tenders and gives his recommendations.
- Work Orders are issued to L1 Contractors and contract agreements are signed.

### **MONITORING OF CIVIL WORKS**

- CIPET appoints Site Engineers to monitor work on day to day basis.
- Building Committee at Centre level monitors and reviews progress of construction regularly.
- 90% of Running Bills is paid by Centre after scrutiny and bill is sent to Head Office for further process. Balance 10% is released after clearance of Head Office.
- Bar charts are used to monitor the progress of work.

## **A    PROCUREMENT**

### **(I)    COMPOSITION OF PROJECT MONITORING COMMITTEE (PMC) :**

Director General, CIPET – Chairman

#### **MINISTRY REPRESENTATIVES (MEMBERS)**

DCPC – Director (PC)  
DCPC – Director ( Finance)  
DCPC - Technical Division - AIA  
Under Secretary, PC – Special Invitee  
Under Secretary, Finance – Special Invitee

#### **CIPET OFFICIALS (MEMBERS)**

Chairman of three TEC's (Deputy Director/Centre Head/ Chief Manager (TS))  
Deputy Director (Technical), Head Office  
Deputy Director, CIPET – Mysore  
Prof. & Head – HLC, CIPET – Chennai  
Associate Prof. / Incharge –HLC – CIPET, Bhubaneswar  
Chief Manager (TS), CIPET, Mysore  
Chief Manager (T), CIPET Head Office  
Chief Manager (T), CIPET Head Office – Representing DG  
Chief Manager (TS), CIPET Chennai  
Chief Manager (FA), CIPET Head Office – Special Invitee  
Manager (F&A), CIPET Head Office – Special Invitee  
Sr. Purchase Officer, CIPET Head Office

The PMC recommends and approves the procurement action to utilize the Govt. of India Plan funds.

### **(II)    COMPOSITION OF HIGH POWER COMMITTEE - (HPC)**

Deputy Director , Mysore	- Chairman
Deputy Director / Prof. & Head – HLC, Chennai	- Member
Deputy Director / Prof. & Head – HLC, Ahmedabad	- Member
Deputy Director (T) , CIPET Head Office	- Member
Chief Manager (Technical), CIPET Head Office	- Technical Coordinator

The High Power Committee identifies the requirement of equipment & machinery for conducting various courses at CIPET centres.

**(III) COMPOSITION OF TECHNICAL EVALUATION COMMITTEE - (TEC)  
(Three Committees consisting of each five to six members)**

Deputy Director / Centre Head (from specialized functional area)- Chairman

Industrial Advisor, (DCPC, Min CF) – Member

Four to five Officials from CIPET Centres in respective discipline – as Members.

The Technical Evaluation Committee (TEC) identifies the requirement of Tool Room, Processing Machinery, Testing Equipment, CAD Hardware & Software facilities in order to conduct the Long Term Diploma and Post Diploma Courses in various disciplines.

The TEC also frames the Technical Specifications of all the requisites and provides list of probable suppliers with their experience and on the basis of the Purchase Procedure / Tender activities is being initiated.

On receipt of the Tenders, the Technical Bids are scrutinized by the respective committee and recommends for further process and necessary action.

**IV COMPOSITION OF PURCHASE COMMITTEE:**

Deputy Director (Technical), Head Office – Member

Deputy Director (CIPET Chennai) – Member

Chief Manager (P&A), Head Office – Member

Chief Manager (TS), CIPET Chennai – Member

Manager (Tech), CIPET Chennai - Member

Manager (F&A), CIPET Head Office - Member &

Sr. Purchase Officer, CIPET Head Office - Member

The Purchase Committee will carry out the process of commercial evaluation of the commercial bids as per the shortlisted technically qualified suppliers duly recommended by the TEC and put up to Director General, CIPET for approval.

## **1. Introduction**

CIPET follows all provisions of General Financial Rules (GFR).

Provision of adequate and timely supply of material to indenter is of prime importance for carrying out meaningful scientific research as well as for meeting the targets set for completion of various in house & sponsored projects in our labs./Institute. On the other hand, any public procurement will not only have to be made in fair and transparent manner but will also have to fall in line with the canons of financial propriety.

## **2. Stages of Procurement**

The procurement of material in our Labs./institute. can be divided into the following distinct stages :

- a) Finding the Budget Provision
- b) Prioritization of purchase of equipment, machinery etc. for the financial year as per budget on project needs & priorities of Plan Grant / sponsored projects.
- c) Placing of the Indent / approval note duly obtained by the end user / scientist and other officers concerned that too with detailed technical specification after verifying the non availability in stock.
- d) Consideration of the indents / approval note duly scrutinized by the respective Technical Evaluation Committee by framing of technical specification, submission of vendor list with involvement of budgetary / approximate estimated cost prevailing in the market and then forwarded the same to the Purchase Committee for further necessary action in line with established purchase procedure.
- e) After obtaining approval note, the indenter may insists for pre-bid session on occasion wherever required in order to know-how the specified product available and procure exact requirement of their R&D or testing equipments hence the advertisement may be published accordingly.
- f) After obtaining approval, calling for two bids system of tender/ sealed quotations (Technical Bid & Commercial Bid) through advertisement in the national daily / local news paper / CIPET website with stipulated date & time of receiving tender form and closing of the duly filled-in tender submission date & time.

- g) The exact date and time shall be fixed for opening of technical bids and shall be intimated to the Technical Evaluation Committee (TEC) in order to open the Technical Bids in presence of the TEC. Thereafter, the Technical Bids will be opened and it will duly be scrutinized by the TEC for selection of vendors with their comments and recommendation from the responded technical bids. Then, the TEC will submit their duly signed selection of suppliers' those who have technically qualified report to the Purchase Committee.
- h) The purchase committee will then decide and fix the date and time in order to open the technically recommended / qualified commercial bids in presence of the purchase committee & technically qualified bidders and accordingly the detailed intimation has to be informed / mailed to the technically qualified bidders for participating in the commercial bid / tender opening.
- i) After commercial evaluation of the tenders / quotations by the Purchase Committee, comparative statement shall be prepared and duly be obtained signature from the committee.
- j) Find out the lowest quoted supplier (L-1) from the comparative statement and call the L-1 supplier for techno-commercial discussion in order to get further information about the product and it's power point presentation in presence of the end-user / indenter / TEC member, if required, as well as to have further commercial-discussion. The following points may be discussed from the L-1 supplier;
- Supply of spares
  - Supply of accessories
  - Acceptance of port clearance if the item is imported
  - Inland transportation
  - Installation, commissioning & training
  - Extension of warranty period
  - For importation of goods, training at manufacturers' site (overseas training)

- k) The offer of acceptance letter has to be collected from the supplier in line with the commercial discussion carried out with point-wise.
- l) Preparation of approval note and obtain the signature from the committee members and then submit the same to the kind perusal and approval / sanctioning of the Competent Authority.
- m) Preparation of Purchase Order (PO) / Contract Notification with clear-cut terms & conditions. If it is contract notification towards procurement of plant & machinery, if applicable wherever requires, ask for submission of 5% performance security by the supplier in the form of Bank Guarantee (BG)-duly issued by Nationalized Bank or Scheduled Bank – approved by RBI for a period of minimum 12 to 18 months i.e., up to the period of supply, installation & up to warranty period of the equipment / machinery. If the supplier is overseas, the BG is from the Bank duly approved by CIPET.
- n) Before issuing of PO / Contract Notification to the L-1 supplier, following points are taken into consideration.
- o) Obtaining of 5% performance security against Contract Notification in the form of Bank Guarantee / DD / FDR from the supplier and the same BG copy has to be dispatched to the concerned bank in order to confirm the genuineness of the BG, as per vigilance angle.
- p) After completion of all the formalities, an agreement contract has to be made with the supplier to proceed further for necessary supply and installation of the equipment / machinery as per supplier's notified delivery schedule.
- q) The copy of the contract has to be dispatched from Head Office to the concerned CIPET centre for taking necessary preparation work like place arrangement along with required supportive elements like air, water, power & electricity provision, civil works etc. to receive, place and install the machinery as per instruction of the supplier well in advance as well as to avoid delay in installation.
- r) The concerned CIPET centre has to send the letter of confirmation to the Head Office about the arrival of the machinery / equipment in good condition and its' completion of installation report in order to release the balance payment to the supplier as per terms & condition stipulated in the Tender.



### **3. Finding the Budget Provision:**

No purchase will be made in the Lab./Institute, until and unless there is a specific budget provision for such a purchase.

### **4. Prioritization of purchase of equipments, plant & machinery & capital / assets at Head Office through Plan Fund.**

For items to be procured out of budgetary plan funds, the Competent Authority will appoint various committees viz.

- Project Monitoring Committee
- Technical Evaluation Committee
- High Power Committee &
- Purchase Committee

The committee will be constituted once in a year / as and when required to correctly assess the requirement of equipment, machinery, plant etc. for various projects including infrastructure requirement. This committee will be chaired by the competent authority.

The committee will consult various centre heads, get their requirements for the year and priority-wise list of purchases to be made in that year. The committee shall check the availability of such equipment in the lab, its performance and the rationale for procurement of another piece of equipment. All purchases that are made during the year from allocated funds will be in accordance with this List.

The priority list for sponsored projects shall be finalized either through a committee or by HPC or by Heads of divisions / Project Heads and approved by the Director General.

### **5. Placing of the indent by the indenter / end users / scientist / officials**

Whenever an indent is placed by the scientist/ other concerned officials, he has to ensure that the following details accompany it,

- a) a detailed description of the equipment including summary of its function and detailed specifications including whether the requirement is fresh or additional or replacement.
- b) the details, such as, the useful life of equipment, availability of spares, arrangement for maintenance etc.
- c) the estimated cost of equipment and that of spares, last purchase price if any,. (to be given separately).
- d) the List of available vendors, their addresses, past experiences if any and their website wherever available.
- e) A certificate to the effect that the item is of proprietary in nature, if it has to be bought from a known, single source. (This certificate shall be given by the indenter, which shall duly be approved by the Project Head / Centre Head.
- f) a description of space requirement for the equipment, the installation area and other infrastructural requirements such as, power, civil works etc. wherever applicable.
- g) The approximate period required for the equipment to become operational from the date of its arrival.
- h) Tentative inspection schedule.
- i) Budget provision approval duly linking with the Project/ sponsored scheme.(Note: The indenter will submit his approved note / indent duly type written. No hand written indent may be accepted. No addition/alteration will be generally made in the indent. In case, this becomes necessary on rare occasions, the indenter will affix his initials on the corrections/additions made. Electronic submission of indents can be accepted with built in safety mechanism).
- J) If the equipment is for industrial purpose, the expected Income & ROI is to be ascertained.

**Purchases made by the CIPET Centers within approved financial limit.**

**6. Recording of no-stock certificate by the Stores Department**

- a) The indent together with its enclosures will be sent to the Stores Department which will verify its stock and render a no-stock certificate wherever applicable. If the item is non-stock in nature, the source may be identified through es-

established procedure and procured on 'Just In Time' method in order to avoid inventory-loss.

- b) The indent will then be sent to the Purchase Department which will check it for correctness of details and place it before the relevant Standing Purchase Committee for further necessary action.

## **7 Purchase Committee (PC)**

There shall be a Purchase Committee (PC), in every Centre to be nominated by the Deputy Director./ Head of the centre / Project Head for effecting the purchase activities in a systematic manner.

- a) Purchase Committee (PC) will consider procurement of items which are needed on an on-going basis, such as, general chemicals, solvents, glass-ware, sanitary stores, hard-ware items, paints, oils, lubricants, drawing material, stationary items, soaps, detergents and other house-keeping / cleaning material, building materials, electric goods and electronic components required for maintenance and replacement, spare parts, Liveries, computer consumables, etc.

For all these items, a minimum and maximum level may be maintained which should be clearly indicated when the indent comes up for consideration before the Purchase Committee.

- b) The Purchase Committee (PC) may also consider procurement of furnishing, decorative items, crockery, cutlery, bed Linen, curtains, horticulture and other items of minor value.
- c) The PC shall function under the chairmanship of Competent Authority / Head. In labs/ machine floor where the Dept. Head is not available next higher level officer shall chair the meeting. There will be three members mandatorily, namely Dept. Head i.e., Indenter, Admin. Officer, Accounts Officer, Purchase In-charge / Officer & one Officer from scientific / technical stream not below the rank of Chief Manager/ Manager / STO who will act as member convener also. The senior most member will act as alternate chairman in the absence of Chairman. Presence of all members for the meeting is mandatory. In case of dissent by any member including finance member, the Head shall record reasons in writing while giving his decision. This committee will meet as and when necessary

- d) The PC shall devise its own methods within the ambit of the extant rules & regulations on the subject for making purchases. However, its function will broadly include the following:
- It will decide periodicity of procurement of the repetitively needed items by fixing the minimum and maximum levels. Also, Just In Time – JIT – procurement method may be adapted to avoid inventory-loss, financial-lock and unnecessary storage of non-moving & slow-moving items.
  - It will make relevant specification for such purchases.
  - It will decide the mode of procurement.
- e) The concerned HOD, Purchase-in-charge is authorized to make local purchases of routine nature worth Rs.5,000/- at a time without calling or quotations subject to approval of the purchase requisition. All such purchases shall be made only on emergent requirement and an abstract of such purchases will be submitted to Deputy Director / Centre Head for information as and when required.
- f) The PC shall also consider procurement of major one-time purchases, such as plant & machinery, office equipments, mould-base, hot-runner molds, costly / imported chemicals, tools, accessories & spares, and furniture items. This committee will also consider regular/annual maintenance contracts of these items wherever applicable.
- g) All emergent and breakdown purchases to be made at short notice and purchases of items for State Govt., / Central Govt. sponsored projects shall also be considered by this Committee.
- h) The Purchase Committee (PC) shall be constituted by the Head of the Centre /Deputy Director/ Competent Authority under his chairmanship
- i) The quorum will be 50% with the provision that the presence of Chairman, Member Finance, Member Administration, Member Indenter and Member Purchase is mandatory. In case of dissent by any member including finance member, the Head / In-charge shall record reasons in writing while giving his decision. The Purchase Committee shall meet as and when required.
- j) The PC will go through carefully the specifications given by the indenter and make it as broad-based as possible in order to induce competition. The very purpose of the PC is to ensure that fair chance is given to every genuine competitor. Thus, restrictive clauses and tailor-made clauses that suit a par-

ticular or a Group of suppliers should be avoided. It may also request the Deputy Director / Centre Head / Competent Authority, if necessary, to constitute a Technical Committee with experts in the relevant field to finalize specifications of special items / equipments of procurement.

- k) The PC shall devise its own methods and procedures within the ambit of the extent rules and regulations for making purchases as quickly as possible. The Chairman / Centre Head of the Purchase Committee (PC) shall forward the recommendations of the PC to the Competent Authority – Director General for approval through a check list for equipments / plant & machinery / capital items / revenue costing more than Rs.5.00 lakhs. However, the Chairman / Centre Head of the Purchase Committee (PC) can purchase equipments / plant & machinery / capital items / revenue upto Rs.5.00 lakhs subject to the aggregate annual value upto Rs.25.00 lakhs.
- l) The committee may constitute a sub committee to look into the emergency requirements of the lab/ shop floor requirements viz. plastics raw material or iron/steel raw material/ mould base / hot runner mould etc., for Job Order purpose. The sub committee may depending upon the urgency of the situation, following action may be taken into consideration;
- Survey the market, obtain quotations and place them before the PC for final decision.

OR

- Survey the market, obtain quotations and finalize the purchase on the spot within the sanctioned amount as per approval that too after opening the quotations and find out the L-1 supplier.
- m) The PC may be authorized by the Project Head/ Indenter to go in for local purchase upto Rs.5,000/- without calling for quotations subject to a limit of 10% of the budget allocation of the project for procurement (or) call for quotations from the enlisted vendors through floating enquiries for a sum of Rs. 2,00,000.00 for the urgent project whichever is less, in rare cases, when there is real emergency. The cash memo / invoice / bill should duly be certified as stipulated in the GFR by the concerned official.

## 8. Indents

- Indents shall be thoroughly checked in order that they are strictly raised as per the purchase procedure. The Purchase Dept. should not normally accept indents, which are faulty or incomplete and return such indents to the indenter within two working days. Minor defects in the indents, however, should be set right by discussions with the indenters and obtain necessary inputs.
- The specific inputs provided by the end user / indenter is an authenticated Information to float enquiries.
- The Purchase Dept., / Officer/ In-charge shall check that items sought to be imported do not fall within the restrictive list contained in the EXIM policy.
- The Purchase Dept / In-charge shall satisfy himself if necessary by verifying from Finance Dept. that funds are available commensurate with the delivery schedule.
- The Indenter / HOD shall ensure that the specifications suggested by the indenter confirm to the latest BIS specifications wherever it is applicable exclusively for lab items.
- Since speed is of the essence, the Purchase Dept./ In-charge while vetting the indents must play a facilitating role. This role is to guide the indenter in order that the right item is bought at the right price. If necessary, he could help the indenter to raise the indent in the correct manner by giving him relevant inputs as far as commercial point of view.

## 9. Mode of Procurement

The PC must select after deliberation one of the following modes of procurement:

- a) **Global Tender** - Global tenders may be issued by the PC if it is felt that bidding from the indigenous source through open tendering shall not result in competitive prices. In such cases, in addition to the open tendering procedures, copies of the same may be sent to the embassies of the countries where such manufacturers are located by giving them at least six weeks time so that they can forward the notice to the prospective bidders in their countries.
- b) **Open Tender** - by advertising in the News Papers, CIPET Web-site. The open tender method shall normally be followed for all Procurement in respect

of plant & machinery. Splitting of indents, in order to bring it outside the ambit of open tender method is strictly prohibited. Notice inviting tenders shall be given in at least two national dailies, CIPET website and in the Indian Trade Journal; published by the DGCIS, Calcutta, for procurement worth Rs. 25 lakhs and above. The notice inviting tenders shall be short, clearly worded with tender number & year and unambiguous. It should give a brief description of the item/ equipment to be procured, the qualification requirement for the supplier, the last date upto which tender papers shall be supplied (number of days for opening & closing date with time for tender) and the date of receipt of duly filled-in completed tenders, the date, time and venue of opening of tenders. Detailed technical specifications should not be given in the notice at all; they should only be given along with the tender papers. In addition, the notice can be put in the CIPET website.

c) **Limited Tender** - Limited tender method shall normally be followed in all the procurements worth up to Rs. 25 lakhs and copies of bid documents should be sent directly by sending written enquiries through e-mail / speed post / courier / web-based advertisement to well known OEM, reputed authorized suppliers, wholesale authorized dealers as per selected / registered vendor list with clear address and contact number with e-mail id which is duly recommended by the indenting authority. However, this method can be followed even in procurement of material worth more than five lakhs as for as urgent job order is concerned / center's revenue generation is concerned, for example- Mould Base, Hot Runner Mould, varieties of plastics raw materials, chemicals / glass-wares and iron & steel raw materials etc.,: as per need basis that too on top priority so as to meet the delivery schedule.

- The Indenting Officer certifies that the demand is urgent and any additional expenditure incurred through open advertisement shall not be fruitful.

(OR)

- When the sources of supply are definitely known and the possibility of fresh sources of supply being available is remote.

(OR)

- And it is not in public interest to adopt the open tender method. In all such cases, the invitation to bids must be sent to parties of comparable

reputation and market share. For instance, if the requirement is for the installation of air-conditioning system and the intention is to get it done from major firms, such notices must be sent only to reputed national or multi-national firms and not to local manufacturers/ agencies. On the other hand, if the intention is to encourage local manufacturers/ agencies, queries should be sent to local manufacturers/ agencies only and not to major firms. This is necessary to ensure proper comparison.

- d) **Single Tender** - by sending written enquiries/ e-mail to a single supplier who is coming under Original Equipment Manufacturers / Proprietary item in nature / Authorized Suppliers / Wholesale Dealers if it is in the knowledge of the indenter that the stores/ equipment required is manufactured only by that supplier and none else. Single tender method shall be followed only in rare cases where it is in the sure knowledge of both the PC and the indenter that the equipment to be procured is manufactured only by a particular manufacturer (OEM) or the item is coming under proprietary in nature and there is no other option for the laboratory / Tool Room / Processing shop-floors except to go in for this equipment. Intentionally adding restrictive clauses to favour a single source should be avoided. All such cases of procurement on single tender basis must be approved by the competent authority on specific recommendations of the PC, only after he satisfies himself that such procurement is unavoidable. Spare parts of equipments procured on single tender basis from the manufacturers or from their authorised dealers can be decided by the PC. The Purchase Dept. / In-charge will call for tenders for items costing less than Rs. 25.00 lakhs on limited tender basis and items costing more than Rs. 25.00 lakhs on open tender basis. All other cases including cases of purchase through single tender will be put up to the PC for decision.
- In case of purchase financed by foreign loan/ aid, the procedure prescribed in the loan/ aid agreement shall be followed. In the absence of any such procedure in the relevant agreement, the normal procedure shall be followed.
  - **Cash Purchase / Local Purchase** : The PC may recommends procurement of certain items from Kendriya Bhandar / Super bazaar / NCCF / local reputed suppliers and other co-operative societies recognized by the Govt. of India for purchases costing up to Rs. 5000.00.



- The PC may recommends procurement of small value items say for indigenous purchase and upto the limit specified by
- RBI for imports through e-commerce, The following cases need not be referred to the PCs and can be decided by the Purchase Dept./ In-charge after obtaining concurrence and approval from the competent authority.
  - **Repeat Orders up to a period of one year validity.**
  - Orders against DGS&D rate contracts.
  - Procurement on local cash purchases costing upto Rs. 5000.00 and bill should duly be certified
  - Amendments to all purchase orders not involving financial implications.
- The following minimum time limit may be allowed to the bidders so that they can quote their best possible prices:
  - i) Limited tender – One to Three weeks.
  - ii) Open tender - Two to Four weeks.
  - iii) Global tender – Three to Six weeks.

However, in case of urgency, the time period can be reduced but proper justification for the same has to be furnished and accepted by the PC.

#### **10. Tender documents;**

- a) The tender documents which comprise the detailed technical specifications, conditions of contract, the proforma in which the tender is to be submitted and such other material.
- b) The tender document for purchase of equipment must include a clause that the successful bidder shall furnish an unconditional Performance Bank Guarantee in the form of BG / FDR / DD valid till 60 days after the warranty period or for a period of 18 months whichever is feasible from a scheduled bank for 5%, if decided by the Competent authority of the order value within 15 – 25 days of the placement of order for orders where full payment is to be made on L/c (Letter of Credit) or on delivery, failing which the contract shall be deemed as terminated. In cases where part payment is made on delivery &

part on installation, the BG shall be asked for at the time of release of final payment.

In rare cases where goods have been procured on proprietary basis etc. the matter of non-furnishing of performance Guarantee, if any, may be brought to the notice of the competent authority for his decision and approval.

c) It shall be clearly mentioned in the tender document for purchase of equipment that if the vendor has supplied identical or similar equipment to other CSIR labs / Govt. Institute./ University / IIT the details of such supplies for the preceding one to three years shall be given together with the prices eventually or finally paid.

d) An earnest money deposit for some procurement costing more than Rs.25.00 lakhs may be decided whether to go for EMD or not in consideration with the market condition and responses from the reputed vendors. If decided, the EMD may be collected at the rate of 2% of the estimated value or as the case may be decided by the PC that too if it is viable by considering the expectation of more responses from esteemed reputed bidders / original equipment manufacturers. Because, in many cases poor responses from the vendors insisting for EMD due to which re-tendering and delay in process thereby the price escalation occurs.

If the committee wishes for EMD then it may be collected by DD or bankers Cheque or bank guarantee. If the EMD is notified from the vendors, then tenders received without EMD shall summarily be rejected. But, the firms registered with DGS&D, NSIC and Govt. Public Undertakings who are exempted from payment of EMD hence the same may be allowed exemption. The EMD of unsuccessful bidders shall be returned within 15 days of the award of the contract. But it must be verified that such registration include the item they are offering which are manufactured by them and not for selling products manufactured by other companies. In rare cases however, if the bidder is well known and highly reputed, the matter may be brought to the notice of the competent authority for his decision.

e) Purchase of equipment from abroad shall be made directly from the sub-agents of authorized agents. It shall be clearly stated in the tender documents that purchases made for scientific / R&D purposes are exempted from Customs / Excise duty.

## **11. Receipt of Tenders**

- a) Tenders are received either through post or through courier or by hand. The tenders shall be dropped in the tender box, which shall remain locked, and its keys with the Purchase Dept.
- b) If a tender, received in a cover without any superscription about its contents, is opened by any official receiving it, he shall himself mark on the cover the tender number and the date of its receipt and the date of its opening and shall sign it and cause it to be delivered to the purchase officer before the opening date.

## **12. Late/Delayed Tenders**

- a) Tenders received after the specified time and date of opening are treated as "Late" while tenders received after the last date specified for receipt of tender but before the date of opening of the tender are treated as " Delayed".
- b) Such tenders shall be marked as late/delayed as the case may be and filed. They shall not be opened at all and be returned to the bidders in their original envelope without opening.

## **13. Postponement of the tender opening date**

Requests for the postponement shall not normally be entertained. In rare cases however, if the response to a notice is poor, a decision to postpone the opening date of the tender by a minimum 10 to 15 days may be taken by the competent authority. The time extension so granted may be intimated through corrigendum to all concerned so that adequate response is received.

## **14. Opening of the Tenders**

- a) If two bid (Technical & Commercial) system is followed, thereby the technical bids has to be opened only in the presence of TEC and technical evaluation has to be made on selection of vendor on the basis of technically qualified and duly recommended by the TEC. Thereafter, technically qualified commercial bids shall be opened by the purchase committee. Separate notice of opening of the tender need to be sent to the bidders before opening of the commercial bid as per Para 18.0.0 below. Opening of the tenders without in-

forming the bidders is strictly prohibited for the limited & open tendering process.

- b) The officer opening the tender shall read out the following particulars only for the information of the representatives attending the tender opening.
- Tender number
  - Name of the firm
  - Description of the item to be purchased
  - Price
  - Whether the price is inclusive of taxes & duties or exclusive
  - Discount offered.
  - Delivery Schedule.
  - Any other extra charges quoted for packing, transport etc.
  - Terms of delivery
  - Warranty obligations.
- c) All the pages of the tender has to be initialed by the tender opening committee. Alterations/ corrections in the tenders should be initialed legibly by the officers opening the tender and dated. A similar procedure shall be followed wherever any erasing/ cutting is observed.

## **15. Evaluation of the Tenders**

- a) A neat comparative statement of the commercial bids opened shall be prepared by the Purchase section. It shall contain details like rate, delivery schedule, make, taxes etc. and finally the quoted price. The final landing cost of Purchase after all discounts, taxes must be mentioned on the comparative statement. Also, the particulars in respect of packing, forwarding, freight, transit insurance charges, such offers shall be taken into consideration. This condition must be indicated in bold letters in the tender document/ enquiry itself. The comparative statement shall be prepared without any cuts and erasers and shall neatly give the quoted price . The Purchase dept. shall obtain the signature on the comparative statement from the committee. When bids are received in different currencies, the comparative statement shall clearly give the exchange rate on the date of opening of the bid and the quoted price in rupees.

- b) After the order is placed separate photocopies of the comparative statement may be taken and kept in a presentable form to be produced on demand by audit/ vigilance inspection.
- c) Evaluation of tenders must be done in a scientific and logical manner. It is not always necessary that the lowest quoted price shall finally emerge as the lowest evaluated price. It may be that the lowest bidder has not quoted according to the specifications and has left out certain items asked for. His bid eventually may not even be responsive. Thus evaluation of tenders is a serious exercise which should not be done mechanically:
- d) If the bidder has quoted certain optional items, these items should not be taken into consideration for the evaluation of the bid. Wherever two bid system is followed, the PC can arrive at a basket of items to be procured which may well be different from what they had initially advertised. In all such cases, the parties who have been found technically suitable should be asked to quote for all these items.
- e) Conditional tenders shall not be accepted.
- f) A tender shall not be rejected simply because certain details which do not have appreciable bearing on the price quoted are missing. In such case a quick reference could be made with the approval of the PC, to the concerned bidder for proper evaluation of the tender.
- g) The evaluation report shall clearly bring out
  - the technical acceptability of the offer
  - the reasonability of the price quoted
  - the reasonability of the delivery period offered.

No tender shall be technically rejected on flimsy grounds or on such vague grounds as unsatisfactory service during earlier purchases without providing any documentary proof. The reasonability of the price quoted can only be arrived at by making formal inquiries with other clients who have made similar purchases and taking into account last purchase price.

## **16. Separate evaluation of technical and financial bids.**

- a) All equipments & machinery costing more than Rs. 10 lakhs to 25 Lakhs may be purchased by adopting two-envelop system either through open tender or through limited tender.
- b) In this system the bidders are asked to send their technical specifications and financial bids in two separate sealed envelopes.  
The technical bids are opened first and analysed for acceptability by the Technical Expert Committee. The bidders' can also be called for discussion and may be allowed to modify their technical bids to suit the organisations requirement. The idea is to arrive at threshold level of acceptability above which all the bidders shall be treated on par. Those whose technical specifications do not reach the threshold level of acceptability shall be rejected as technically unsuitable by the TEC.
- c) It must be normally ensured that at least three or more bidders become technically suitable in all such cases unless there are compelling technical reasons to decide otherwise. If only one bidder emerges as technically suitable, it may lead to complaints that the specifications were tailor made to suit a particular bidder.
- d) In rare cases when such an eventuality arises, the PC/ technical committee should give cogent and detailed reasons as to why such a choice is being made. In all such cases, if other parties make representations, it is the responsibility of the technical team to explain to them about the technical reasons for rejecting their bids.

## **17. Placement of order**

Once the purchase proposal is approved by the SPC and the competent authority accords the expenditure sanction, PO/ Purchase Incharge shall prepare the purchase order and arrange to send it to the vendor. The necessary of agreements, if felt, can also be entered with the firm by PO. The purchase order shall contain the make and model of the item with description, rate, quantity ordered, Amount and terms & conditions like Delivery schedule, Place of Delivery, Payment terms, taxes & duties, any other charges like packing, forwarding, transportation, insurance etc., discounts offered by the firm, warranty period, training if any etc. Orders for imported stores should be on FOB basis. In case the lab desires to import the stores on CIF

basis, approval of the Competent Authority shall be obtained with full justification. Suitable clauses like Option clause for repeat order, Arbitration Clause, force majeure Clause and Liquidated damage Clause etc. may be incorporated in the supply order wherever applicable. The order shall also contain the inspection procedures to be followed for inspecting the ordered goods for acceptance and the probable time needed for inspection. Orders for equipments shall be dispatched to the vendor in two copies with an instruction that the vendor has to return one copy duly signed as a token of the acceptance of the order. In case the order confirmation is not received within twenty-one days, it shall be presumed that the vendor has not accepted the order and further action has to be initiated as per the conditions given in the tender document etc. The copies of orders shall be distributed to Stores, Indenting division and Finance (along with a copy of the sanction memo) as soon as the orders are placed.

#### **18. Buy-back purchases**

Buy-back of items like Computers, Scanners, Servers, laptops, LCD Projectors, Printers, Photocopiers, Faxes, Refrigerators and the like of five-year vintage or more can be made subject to the following conditions.

- a) The approval of the competent authority for declaring the item as obsolete etc. has to be obtained as per the present practice.
- b) Prices be obtained from various bidders as per para 11.0.0 and the bids should clearly mention that the offer is under buy-back scheme and the buy-back price be mentioned separately.
- c) Once the purchase is completed, the original value of the item be written off from the books of the respective labs/dept.

#### **19. Follow up of orders**

Once order has been placed, it is the duty of purchase dept. to ensure that the vendors supply what has been ordered in time. He shall continuously be in touch with the stores department and in the event of the material not being received in time; he shall contact the vendor immediately and ensure that the material is received as quickly as possible. He shall also keep a list of vendors who are habitual defaulters and who supply sub-standard material, in order that prompt action is taken to black-list such vendors.

## **20. Receipt of materials**

The receipt of all ordered material has to be made in the stores section and a report of such receipts must be sent to the Purchase, Indenting official/scientist next day. Similarly information like transit of materials, clearance from Air/Sea port/ transporter/ vendors go-down etc. has to be intimated to the user depts. Heavy and large items can be unloaded by the stores at the place of its final installation. Stores should maintain a Stores Received Report (SRR) centrally which should include all relevant information about the receipt of materials in a computer. A print out can be sent to the User Group and the Purchase immediately and a copy of the same can be retained as SRR.

## **21. Inspection of the materials**

The indenter shall inspect the materials as soon as it arrives and shall normally adhere to the schedule given by him at the time of placing the indent. Normally the concerned indenting division should ensure completion of inspection at the earliest on receipt of advise from the stores. For imported equipments the packing may be opened in the presence of the Indian agent to avoid short/ damaged supply due to improper packing. In any case the inspection shall be completed within the validity period of the insurance policy so that the claims for shortage/ damage if any, can be lodged with the insurance company. Failure to inspect the material within the time schedule shall make the Indenter and the concerned Project head responsible for the loss. Once the inspection is completed and the indenter certifies the inspection report, Stores should ensure that the bill containing the Stores Received Report (SRR) reference and copy of the inspection report is sent to Purchase within three working days after the inspection is over. The Purchase wing shall send the same directly to the accounts for payment and then the accounts dept. must arrange payment to the vendor as early as possible from the date of receipt of bill. If for any reason, the payment is held up beyond the period stipulated, the matter shall be brought to the notice of the authority for his decision.

## **22. Advance Payments**

- a) While the normal mode of payment is 100% within 30 days after receipt and acceptance of materials in good condition (within 30 days after satisfactorily



installation & commissioning of equipment), there may be occasions when a reputed supplier insists on advance payment. In all such cases, the PC concerned shall decide on a case to case basis what percentage of payment could be made to the vendor in advance against equivalent amount of Bank Guarantee from a scheduled bank. In no case shall the advance payment thus made exceed 90% of the price. The remaining percentage shall be released only after receipt and acceptance of material in good condition or after satisfactorily installation and commissioning of the equipment.

- b) There may also be cases when payment against delivery which is commonly in practice for smaller value items and with traders who supply against cash/cheque. This payment against delivery is much safer than payment through bank against documents as material itself is received against payment instead of documents. Such terms should be allowed. However, the purchase officer should ensure that the material is inspected and found acceptable as per requirement.
- c) For small value items for which the prices are available on the website of the suppliers, payment could be made through credit card by the PO. However, in all such cases, prior approval of the concerned PC and the Head shall be obtained before making payment.
- d) In case of imports, when payment against sight draft / advance dollar draft is a condition, such payments may be allowed after approval of the Director subject to the limit prescribed by the RBI.
- e) In case of Annual maintenance contracts / repairs, advance payment sufficient to cover quarterly / half yearly AMC charges can be allowed by the sanctioning authority.
- f) Any other payment terms can be accepted in exceptional cases on the approval of Competent Authority.

### **23. Rate contracts**

- a) Rate contracts should not be entered for stores if the annual requirement is less than Rs. 10000.00. Rate contracts should be entered into based on open tendering for items for which there is a regular demand.

- b) The period of currency shall normally be one year. The contract shall remain alive for supply of stores ordered during the currency of the contract. No extension of the rate contract is required for this purpose.
- c) Rate contract should be placed only on registered and or reputed manufacturers or their authorized distributors who are capable of supplying the stores as required.
- d) In addition to all the usual terms & conditions, the following clauses should be included in all rate contracts.
- The stores shall be supplied within a period of fortnight for supplies against ex-stock deliveries. In case the firm does not supply the items within the stipulated time schedule, the cancellation of the purchase order can be considered.
  - Parallel rate contracts for similar items can be placed at any time during the period of rate contract with one or more parties.
  - The rate contract can be terminated at any time by giving one month notice.

**24. Financial Powers of the Deputy Director / Project Head / Centre Head**

**Dy. Director / Project Head / Centre Head upto Rs. 5,00,000/-.**

**25. *Miscellaneous***

- a) The operation of the above procedure shall be in super cession of all existing rules & instructions. In respect of areas, which are not covered in the above procedure, the provisions contained in the GFR/ DGS&D manual shall be operative.
- b) The procedure may be reviewed at suitable intervals for further modifications.
- c) The Competent Authority, CIPET may relax any of the provisions outlined in this procedure.

**Amendments:**

***Points on which the decision / approval of the PMC is sought for,***

- ***Present system of placing Repeat Order may be enhanced from existing six months to one year. (Refer Manual - Page No.14)***
- ***Sanctioning power of the Deputy Director / Project Heads / Centre Heads may be enhanced from Rupees two lakhs to Rupees five lakhs towards procurement of equipments / machinery / capital items / revenue value upto Rs.5.00 lakhs subject to the aggregate annual value maximum limit of Rs.25.00 lakhs. (Refer Manual - Page No.10 (k))***

A specimen copy of Tender Document is enclosed.

# CIPET



## BIDDING DOCUMENT FOR PROCUREMENT OF GOODS (MACHINERY/EQUIPMENT)

**TENDER NO.** \_\_\_\_\_

**LAST DATE FOR SUBMISSION OF BID:** \_\_\_\_\_

CENTRAL INSTITUTE OF PLASTICS ENGINEERING & TECHNOLOGY  
GUINDY, CHENNAI – 600 032 (INDIA)  
(Department of Chemicals & Petrochemicals)  
(Ministry of Chemicals & Fertilizers)  
Head Office, Guindy, Chennai – 600 032  
Email: [cipethq@vsnl.com](mailto:cipethq@vsnl.com)

Phone: +91 44 22254780

Fax: +91 44 22254787

Website: [www.cipet.gov.in](http://www.cipet.gov.in)

## SECTION I. INSTRUCTIONS TO BIDDERS

### A. Introduction

1. Central Institute of Plastics Engineering & Technology, (CIPET) is a Govt. of India Institute engaged in Academic. Technology support services & Research (ATR) in the field of Plastics Engineering & Technology having Head Office at Chennai and widely spread all over India at Ahmedabad, Amritsar, Aurangabad, Bhopal, Bhubaneswar, CBPST (Kochi), Guwahati, Hajipur, Haldia, Hyderabad, Imphal, Jaipur, Lucknow, Mysore, Murthal (Panipat), specialized units at ATPDC (Madurai), APPTC (Balasore), PWMC (Guwahati) and R&D Wings at ARSTPS (Chennai) & LARPM (Bhubaneswar).

### B. THE BIDDING DOCUMENTS

#### 2. Content of Bidding Documents

##### 2.1 The Bidding Documents include;

- (a) Instruction to Bidders;
- (b) Terms and Conditions of Contract;
- (c) Schedule of Requirements;
- (d) Technical Specifications;
- (e) Manufacturer's Authorization Form;
- (f) Bid Form and Price Schedules;
- (g) Contract Form;
- (h) Performance Security Form;
- (i) Deviation Statement;

- 2.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

#### 3. Amendment of Bidding Documents

- 3.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at their own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by amendment.

- 3.2 The amendment will be notified in writing or by telex or cable to all prospective Bidders who have received the Bidding Documents and will be binding on them
- 3.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at their discretion, extend the deadline for the submission of bids.

### **C. PREPARATION OF BIDS**

#### **4 Documents Comprising the Bid**

- 4.1 The bid prepared by the Bidder shall comprise the following components:
- (a) A Bid Form and Price Schedule completed in accordance with Clauses 5 and 6;
  - (b) Documentary evidence establishing in accordance with Clause 7 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
  - (c) Documentary evidence establishing in accordance with Clause 8 that the goods (machinery/equipment) and ancillary services and conforming to the Bidding Documents;

#### **5. Bid Form**

- 5.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bidding Documents, indicating for the goods to be supplied, a brief description of the Goods, their country of origin, quantity and prices.

#### **6. Bid Prices**

- 6.1 The Bidder shall indicate on the price schedule attached to these documents, the unit prices and total Bid Prices of the goods, proposed to supply under the Contract.
- 6.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (a) For goods offered from within India:
    - (i) The price of the goods, quoted ex-factory, ex-showroom, ex-warehouse or off-the shelf or delivered as applicable, including all duties and sales and other taxes already paid or payable:
      - a) On components and raw material use in the manufacture or assembly of the goods quoted ex-factory; or

- b) On the previously imported goods for foreign origin quoted ex-showroom, ex-warehouse or off-the shelf.
- (ii) Any purchaser-country sales and other taxes which will be payable on the goods if this Contract is awarded;
  - (iii) Charges for inland transportation, insurance and other costs incidental to delivery of the goods and services to their final destination during erection and commissioning of equipments and
  - (iv) The cost of service/incidental services including installation, commissioning, training etc., as listed in clause 6 of the Terms and Conditions of Contract.
- (b) For goods offered from abroad:**
- (i) The price of goods quoted **CIF - Seaport /CIP- Airport**, Chennai Port in India: In quoting the price, the Bidder shall be free to use ocean transport through vessels registered in any eligible source country, or through shipping conferences in which the majority of the shipping lines are from such eligible source countries. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - (ii) Charges for dock handling and port clearing excluding customs duty: Payment of customs duty, getting release orders from customs by preparation of Import licenses etc., alone will be done by Purchaser.
  - (iii) Charges for Inland transportation, insurance and other costs incidental to delivery of the goods and services to their final destination and
  - (iv) The cost of incidental services listed in Clause 6 of the Terms and conditions of Contract including trial run of equipments.
- 6.3 The Bidder's separation of the price components in accordance with para. 6.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in anyway limit the Purchaser's right to contract on any of the terms offered.
- 6.4 Fixed Price: Prices quoted by the Bidders shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

6.5 Agents and service facilities in India :

- (a) If a foreign bidder has engaged an Indian agent, it will be required to give the following details in the offer:
  - (i) The name and address of the local agent;
  - (ii) What service the agent renders; and
  - (iii) The amount of remuneration for the agent included in the offer.
  
- (b) The agency commission shall be indicated in the space provided for in the price schedule and will be paid to the bidder's agent in India in Indian Rupees using the Telegraphic transfer buying market rate of exchange ruling on the date of award of Contract and shall not be subject to any further exchange variation.

**7. Documents establishing Bidder's Eligibility and Qualifications**

- 7.1 Pursuant to Clause 4, the Bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 7.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction:
- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized (as per authorization form in Section V) by the goods manufacturer or producer to supply the goods in India.
  
  - (b) that, in the case of a Bidder not doing business within India, the Bidder is or will be (if successfully represented by an agent in India) equipped and able to carry out the Supplier's maintenance, repair and spare-parts stocking obligations prescribed by the Conditions of the Contract and / or Technical Specifications
  
  - (c) that the Bidder has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the qualification criteria specified in Section IX (Bidders should furnish information on their past performance and per proforma in Section-IX A)



## **8. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**

- 8.1 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services which the bidder proposes to supply under the Contract.
- 8.2 The documentary evidence of the goods and services eligibility shall consist of a statement in the Price Schedule on the country of origin of the goods and services which shall be confirmed by a certificate of origin at the time of shipment.
- 8.3 The documentary evidence of the goods and services conformity to the Bidding Documents may be in the form of literature, drawings and data, and shall furnish:
- (a) a detailed description of the goods essential technical and performance characteristics;
  - (b) a list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., may be quoted as an additional cost, which may be considered if required; and
  - (c) a clause-by-clause commentary on the Purchaser's Technical Specifications demonstrating the goods and services substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications (As per deviation statement in section IX Annexured)
  - (d) Bids will be evaluated on the basis of basic price of goods (machinery/equipment).
- 8.4 For purposes of the commentary, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutes are substantially equivalent or superior to those designated in the Technical Specifications.

## **9. Period of Validity of Bids**

- 9.1 Bids shall remain valid for 60 days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive.

9.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there-to shall be made in writing (or by cable or fax or e.mail). A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request is not be required or permitted to modify its bid.

## 10. Format and Signing of Bid

10.1 The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the Bidder to the Contract. The letter of authorization shall be indicated by written power of attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the persons or persons signing the bid.

10.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidders, in which case such correction shall be initiated by the person or persons signing the bid.

## 11. Submission of Bids

**11.1(a)** The detailed technical specification of the equipment is enclosed as Section IV of Bid document, Offer should be of two parts Viz., **"TECHNICAL BID"** and **"COMMERCIAL BID"** Both the bids, should be packed in **TWO separate envelopes** and sent together in **ONE envelope**. The content of the both bids should be as under;

**The cover labeled "TECHNICAL BID" should include the following:-**

1. Detailed specification of the base equipment along with the specification of accessories, which are included in the Base unit.
2. Deviation Statement
3. Product Literature
4. Proforma for Performance Statement
5. Qualification Criteria
6. List of spare parts included (without quoting the price) (the acceptance and rejection of spare parts will be at sole discretion of CIPET)
7. List of optional accessories with their technical specification. (without quoting the price)
8. Manufacturer's Authorization Form
9. Bid Form

10. Any other information which the bidder would like to state about the technically of the equipment.

**11.1(b). The cover named "COMMERCIAL BID" should include the following:-**

1. The price quoted by the tenderers should be exclusive of Excise Duty & Sales Tax. However, the Excise Duty & Sales Tax payable should be separately in the schedule enclosed.
2. Price Schedule - Statement showing the price of the Basic equipment / Machinery with Model
3. Statement showing the price of the each items of spare parts which is mentioned in the Technical Bid (the acceptance and rejection of spare parts as per requirement will be at sole discretion of CIPET)
4. Terms and conditions of Contract and the details of the Tax, Duties, Insurance, Transportation charges etc. shall be quoted separately.
5. Conditional bids will not be accepted. The condition laid down by CIPET is final and binding on all bidders.
6. CIPET reserves the right to accept or reject any or all tenders either in part or in full without assigning any reasons thereof.

The bids, which are not containing the statements, mentioned in 11.1 (a) & (b) are liable to be rejected.

**(c). The envelope shall be addressed to the Purchaser at the following address:**

**"The Director General, Corporate office, Central Institute of Plastics Engineering & Technology, Industrial Estate, Guindy, Chennai-600 032, India".**

**(d) bear the Ref.No....."Do not open before....."**

- 11.2 If the envelope is not sealed and marked, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

- 11.3 The Bid Document purchased need not be submitted along with your offer. It contains only the instruction to bidders, Terms & Condition of the contract and proforma of schedules to be submitted along with your offer.

- 11.4 The proforma of Annexures (Sections) in the Bidding document, wherever necessary, should be typed on the bidder's letter head.

- 11.5 Price Schedule should be submitted in the prescribed format given under price schedule of the Bidding Document.
- 11.6 The Deviation Statement enclosed should be duly filled in and submitted along with Bidding Document. If the bidder is offering more than one options/models a separate. Deviation statement for each of such quotes should be submitted along with the offer.
- 11.7 Quotes received without price schedule, and deviation statement as per our prescribed format, will summarily be rejected.

## **12. Deadline for Submission of Bids**

- 12.1 Bids must be received by the Purchaser at the address specified under para 11.1 not later than \_\_\_\_\_ **on** \_\_\_\_\_. In the event of the specified date for the submission of Bids being declared a holiday for the Purchaser, the Bids will be received up to the appointed time on the next working day.
- 12.2 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents in accordance with Clause 3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the dead-line as extended.

## **13. Late Bids**

- 13.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser, Pursuant to Clause 12, will be rejected and/or returned unopened to the Bidder.

## **14 . Evaluation and Comparison of Bids**

- 14.1 The Purchaser will evaluate and compare the bids previously determined to be substantially responsive.
- 14.2 The Purchaser's evaluation of a bid will take into account on the basis of the basic price of the machinery/equipment only. In addition to the basic price, price of incidental services including installation & commissioning, the following factors :
- (a) Cost of dock handling and clearing charges, if applicable (imported goods), inland transportation, insurance/and other local cost within the purchaser's country incidental to delivery of goods to their/final destination and erection and commissioning.

- (b) Delivery schedule offered in the bid;
- (c) Deviations in payment schedule from that specified in the Terms and Conditions of Contract;
- (d) The availability in India of spare parts and after-sales services for the equipment offered (imported goods) – in the bid; (the inclusion of cost of spare parts for comparison as per requirement will be at sole discretion of CIPET) CIPET reserves right to accept any bid and to reject any bid or all bids.

14.3 The following evaluation methods will be followed:

- (a) Inland Transportation, ex-factory/from port-of-entry, Insurance and Incidentals:
  - (i) Cost of dock handling and clearing charges if applicable, inland transportation, Insurance and other local costs within the purchaser's country incidental to delivery of goods to their final destination and erection and commissioning (including final testing). The above costs will be added to the ex-factory/CIF/CIP bid price.

- (b) Delivery Schedule:

The Purchaser desires to have delivery of the goods covered under the invitation, at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the project site should be calculated for each bid after allowing for reasonable ocean and inland transportation time. Treating the bid offering the scheduled time of arrival as the base, a delivery "adjustment" will be calculated for other bids at 2% of the ex-factory/CIF/CIP price for each month of delay beyond the base and this will be added to the bid price for evaluation. No credit will be given to earlier deliveries and bids offering delivery beyond 10 months of signing the Contract and establishment of the Letter of Credit will be treated as non-responsive.

- (c) **Deviation in Payment Schedule:**

The Terms and Conditions of Contract indicate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation, at a rate of Eighteen percent per annum.

## **15. Contacting the Purchaser**

- 15.1 No Bidder shall contact/correspond / communicate the Purchaser on any matter relating to the bid at any time.

### **D. AWARD OF CONTRACT**

## **16. Post qualification**

- 16.1 The Purchaser will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.
- 16.2 The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to Clause 8, as well as such other information as the Purchaser deems necessary and appropriate.
- 16.3 An Affirmative determination will be a prerequisite for award of the Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event, the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

## **17. Purchaser's right to vary Quantities at Time of Award**

- 17.1 The Purchaser reserves the right at the time of award of Contract to increase or decrease by up to 15% of the quantity of goods and services specified in the Schedule of Requirements (rounded off to the nearest whole number) without any change in price or other terms and conditions.

## **18. Purchaser's Right to Accept any Bid and to Reject Any or All Bids**

- 18.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidders or Bidders of the grounds for the purchaser's action.

## **19. Performance Security**

- 19.1 Within 21 days of the receipt of Notification of award of Contract from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided In the Bidding Documents .

\*\*\*\*

## SECTION - II. TERMS AND CONDITIONS OF CONTRACT

1. **The following are the Terms and Conditions of Contract.**

2. **Definitions**

- (a) The purchaser is : CIPET, Guindy, Chennai- 32, Tamilnadu, India,
- (b) The Supplier is .....

3. **Performance Security**

3.1 Within 21 days after the Supplier's receipt of Purchase Contract, the Supplier shall furnish performance security to the Purchaser for an amount of 5% of the contract value valid up to 60 days after the date of Completion of performance Obligations including warranty obligations.

3.2 The Performance Security shall be denominated in the currency of the Contract or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the following forms:

- (a) A Bank guarantee or irrevocable Letter of Credit, issued by a nationalized bank located in India or a bank located abroad acceptable to the Purchaser, and in the form provided in the Bidding Documents or another form acceptable to the purchaser; or
- (b) Demand Draft or a Cashier's cheque, in favour of CIPET, payable at Chennai. (INDIA).

3.3 The performance security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, under the Contract.

4. **Delivery and Documents**

- (a) For imported Goods  
Within 24 hours of shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or telex or fax the full details of the shipment including contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc, The Supplier shall mail the following documents to the purchaser, with a copy to the Insurance Company.
  - (i) Original and three copies of Supplier's invoice showing Goods description, quantity, unit price, total amount.
  - (ii) Original and three copies of the negotiable clean, on -board bill of lading marked freight prepaid and three copies of non-negotiable bill of lading.

- (iii) Five Copies of packing list identifying contents of each package.
- (iv) Insurance Certificate.
- (v) Manufacturer's /Supplier's guaranty certificate.
- (vi) Inspection certificate, issued by the nominated inspection agency and the supplier factory inspection report; and
- (vii) Certificate of Origin.

The above documents shall be received by the Purchaser at least one week before arrival of goods at the port and if not received, the Supplier will be responsible for any consequent expenses.

- (b) For Domestic Goods:  
Original and Three copies of:
  - (i) Copies of the Supplier invoice showing Goods description, quantity, unit price, total amount.
  - (ii) Railway receipt /Acknowledgement of receipt of goods from the consignee(s);
  - (iii) Manufacturer's /Supplier's guarantee Certificate;
  - (iv) Inspection Certificate issued by the nominated inspection agency and the Supplier's factory inspection report.
  - (iv) Certificate of origin and
  - (v) Document evidence for sales tax/octroi etc., wherever applicable, bearing seal of office of issue indicating payments made extra.

The above documents shall be received by the Purchaser before arrival of the goods (except where the goods have been delivered directly to the consignee with all documents) and if not received, the supplier will be responsible for any consequent expenses.

## **5. Insurance**

In the case of imported goods the marine insurance shall be in an amount equal to 110% of the CIF Value of the goods from "Warehouse to Warehouse" on "All Risks" basis including War Risks and Strike Clauses. In the case of domestic goods, the insurance shall be at least in an amount equal to 110% of ex-works value of goods from "Warehouse to Warehouse" (Final destination) on an "All Risks" basis including War Risks and Strike Clauses. The insurance should be valid for a period of not less than 3 months after the date of arrival of goods at the final destination.

## **6. Incidental Services**

The following services covered shall be furnished and the cost shall be included in the contract price ;

- (i) Complete erection of all equipments
- (ii) Commissioning of all equipments. This includes trial run and proving test.



- (iii) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods:

## **7. Spare Parts**

Supplier shall carry sufficient inventories to assure ex-stock supply of consumables, spares such as gaskets, plugs, washers, belts etc., Other spare parts and components shall be supplied as promptly as possible but in any case within one month of Placement of order and establishment of Letter of Credit.

## **8. Warranty/Guarantee**

- 8.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except insofar as the design or material is required by the Purchaser's Specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied Goods in conditions obtaining in the country of final destination.
- 8.2 This warranty/guarantee shall remain valid for 12 months after the Goods or any portion thereof as the case may be, have been delivered and Commissioned at the final destination indicated in the Contract.
- 8.3 The Purchaser shall promptly notify the Supplier, in writing, of any claims arising under this warranty.
- 8.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Purchaser.
- 8.5 If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 8.6 The Supplier must provide the following warranties:
  - (a) The equipment proposed is Complete in every way
  - (b) The hardware/software specification, Capabilities and performance characteristics are as stated in the bidder's proposal and accompanying documentation.

- (c) The supplier will offer to the Purchaser all technological updates, cost reductions and facilities, which are offered to other clients, in India, during the Contract tenure.

If the supplier is acting directly for the manufacturer of the Goods and Services, the Manufacture must honor these guarantee.

The MAINTENANCE SERVICE shall be as follows:

- (a) Free maintenance services shall be provided by the Supplier during the period of warranty.
- (b) The maximum response time for maintenance complaint from any of the destination specified in the Schedule of requirements (i.e. time required for supplier's maintenance engineer to report at the installation after a request call/telegram is made or letter is written) shall not exceed 24 hours.

## 9. Payment

9.1 Payment of contract shall be made in the currency specified in the bid in the following manner:

- (i) **On Receipt of Goods:** 90% of the Contract Price for supply of Goods received shall be paid within 30 days of receipt of goods at the destination and submission of claim supported by the Acceptance Certificate issued by the Purchaser's representative.
- (ii) Erection of Goods and Final Acceptance after commissioning at site: 10% of the Contract price for supply and 100% cost for erection./commissioning and other incidental services, on completion of erection and commissioning of Goods/ Equipments at site and other service certificate issued by the Purchaser's representative. Payment of Local currency portion including Agency Commission: 50% of the payment shall be made in Indian Rupees within (30) days of presentation claim supported by a certificate from the Purchaser declaring that the goods have been delivered and that all other contracted services have been performed. The balance 50% of the value on acceptance of the goods by the Purchasers after commissioning and trial run.
- (iii) Where payments are to be effected through Letter of Credit (LC), the same shall be subject to the latest Uniform Customs and Practice for documentary credit of the International Chamber of Commerce.

- (iv) The L.C. will be confirmed at Supplier's Cost , if requested specifically by the Supplier
- (v) If L.C. is required to be extended/reinstated for reasons not attributable to the Purchaser, the charges thereof shall be to the Supplier's account.

## **10. Prices**

Prices payable to the supplier as stated in the contract shall be firm and not subject to any adjustment.

## **11. Sub-contracts**

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

Sub contracts shall be only be bought out items and sub assemblies.

## **12. Resolution of Disputes**

The dispute resolution mechanism to be applied shall be as follows:

- a) In the case of a dispute or difference arising between the purchaser and Domestic Supplier relating to any matter arising out or connected with this agreement, such dispute or different shall be referred to International Centre for Alternative Dispute Resolution, New Delhi.
- b) In the case of a dispute between the purchaser and a foreign supplier, the dispute shall be settled by arbitration in accordance with provision of sub clause (a) above. But if this be not acceptable to the supplier, then the dispute shall be settled in accordance with the provisions of the unitary arbitration rules.
- c) The Indian Arbitration Act 1940, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.

The venue of arbitration shall be the place from where the contract is issued.

## **13. Notices**

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

**Purchaser:** Central Institute of Plastic Engineering &Technology (CIPET), Head Office, Industrial Estate, Guindy, Chennai - 600 032. (INDIA)

**Supplier:** (To be filled at the time of Contract Signature).....

**14. Supplier Integrity**

14.1 The Supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance, specified in the Contract.

**15. Supplier Obligation**

15.1 The Supplier is obliged to work closely with the Purchaser staff, act within its own authority and abide, by directives issued by the Purchaser on implementation activities.

15.2 The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The supplier will pay all indemnities arising from such incidents and will not hold the purchaser responsible or obligated.

15.3 The Supplier is responsible for managing the activities of its personnel or sub-contacted personnel and will hold itself responsible for any misdemeanors.

15.4 The Supplier will treat as confidential all data and information about the purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the purchaser.

**16. Technical Documentation**

16.1 The technical documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of equipment supplied. The language of the documentation should be English.

**17. Liquidated Damages:-**

If the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed goods or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of Max of 10% of the delayed goods or services Contract price. Once the maximum is reached, the purchaser may consider termination of the contract.

\*\*\*\*

**SECTION III.SCHEDULE OF REQUIREMENTS**

<b>Serial Number</b>	<b>Brief Description</b>	<b>Quantity</b>	<b>Delivery Schedule</b>

**SECTION IV. TECHNICAL SPECIFICATIONS**  
(Aide-Memoire)

Equipments offered are required for Training purposes and should from the manufacturer's own standard of production, in supply and conforming as near as possible.

**SECTION V MANUFACTURER'S AUTHORIZATION FORM**

No.....dated.....

To  
M/s. Central Institute of Plastics Engineering & Technology  
Corporate Office,  
Industrial Estate, Guindy,  
Chennai - 600 032,  
Tamilnadu, India.

Dear Sir

Ref: Bid Reference

We ..... who are established  
and reputable manufacturers of .....having factories  
at .....and.....do hereby author-  
ize

M/s.....  
(Name and address of Agents) to bid, negotiate and conclude the contract with you  
against the above Bid.

No company or firm or individual other than  
M/s..... are authorized to bid, negotiate and  
conclude the contract in regard to this business against this specific Bid.

We hereby extend our full guarantee and warranty as per clause 8 of the Terms and  
Conditions of Contract for the goods offered for supply against this invitation for bid  
by the above firm.

Yours Faithfully,

(Name)  
for and on behalf of M/s.....  
(Name of Manufactures)

**Note:** This letter of authority should be on the letterhead of the manufacturing con-  
cern and should be signed by a person competent and having the power of  
attorney to bind the manufacturer.

**SECTION VI. BID FORM AND PRICE SCHEDULES**

Date:.....

Contract No:.....

To :

M/s. Central Institute of Plastics Engineering & Technology  
Corporate Office, Industrial Estate, Guindy, Chennai – 600 032  
Tamil Nadu, INDIA.

Gentlemen:

Having examined the Bidding Documents including Addenda Nos.(insert Numbers), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver (Description of Goods and Services) in conformity with the said Bidding Documents for the sum of (Total Bid Amount in Words and Figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this bid.

I/We have examined the details of the equipments to be supplied and have carefully noted the conditions of contract and the specification /drawings with all stipulations of which I/we agreed to comply.

We undertake, if our bid is accepted, to commence delivery within (Number) days and to complete delivery of all the items and perform incidental services as specified in the Contract within (Number) days calculated from the date of receipt of your Notification of Award/Letter of Credit.

If our bid is accepted, we will obtain the guarantee of a bank in a sum not exceeding.....% of the Contract Price for the due performance of the Contract.

We agree to abide by this bid for a period of (Numbers) days from the date fixed for bid opening under Clause 9 of the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and you notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this.....day of.....20.....

Signature: .....

(in the capacity of):.....

Duly Authorized to sign bid for and on behalf of .....



**PRICE SCHEDULE**  
**Design , supply, installation & commissioning of .....**

**Country of Origin:**

**Model:**

S.No	Items description Price (Rs.)	Quantity	Unit Price (in		Exchange rate	To-
			Foreign rate Currency )	Total Price		
1	2	3	4	5	6	7

**1. Cost of Supply of Equipment/Machinery (Basic cost)  
(with name and Model of Equipment/Machinery)**

a) (i) CIF at Chennai (Insurance & Freight to Chennai)  
(in case of goods offered from abroad)

(ii) Cost of goods Ex-factory  
(in case goods offered from within India)

b) Port Clearance  
(excluding customs duty)

c) Inland transportation to various Centres.

d) Insurance & Incidental cost (till Handing over the machine including Third party liabilities)

e) All other associated cost till Erection and commissioning

**2. Incidental Services**

Cost of Installation, commissioning,

Testing, furnishing of tools,

Supply of manuals, training and

maintenance of equipment

a) On site installation, Commissioning & Testing

b) Supply of manuals

c) Training at manufacturer's site

- 3 Maintenance Tools
4. Spare parts required during the initial 2 years period of operation of the equipment.
5. Total Bid price (in Rupees only)  
  
(excluding cost of spare parts)  
  
Total Bid price (in words).

- 6 Taxes other levies
  - a) Sales Tax  
GRAND TOTAL (in Rs.)  
  
GRAND TOTAL (in Words)

7. Indian Agents Commission as a % of  
  
CIF price included in the quoted price

8. Indian Agent's Name

- NOTE :
- a) In case of discrepancy between unit price and total price, the unit price shall prevail.
  - b) The bidder shall give the list of spare parts for two years operation separately indicating description, quantity, unit price in a separate format for these items whose scope of supply includes spare parts (the acceptance and rejection of spare parts as per requirement will be at sole discretion of CIPET).
  - c) Indian Agent's Commission shall be paid in Indian Rupees only. in accordance with clause 6.5(b) of instructions to Bidders

**SIGNATURE OF BIDDER**

**Name :**

**Business Address :**

**Place :**

**Date :**

Note : Price schedule should be typed on the letter head of the bidder duly signed and stamped and for each model it has to be given in separate price schedule.

## SECTION VII. CONTRACT FORM

**THIS AGREEMENT** made the .....day of,  
.....20.....

Between **Central Institute of Plastics Engineering & Technology, Industrial Estate, Guindy, Chennai - 600 032. of India** (hereinafter "the Purchaser") of one part and (Name of Supplier) of (City and Country of Supplier) hereinafter " the Supplier" of the other part:

**WHEREAS** the Purchaser is desirous that certain equipments and ancillary services should be provided by the Supplier, Viz., (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply and services of those Goods and Services in the sum of (Contract Price in Words and Figures) (hereinafter " the Contract Price").

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :**

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the bid Form and Price schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) terms and Conditions of Contract; and
  - (e) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects there in conformity in all respects with the provisions of the contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the supplier are as under

SL.No	Brief Description of Goods & Services	Quantity to be supplied	Unit Price	Delivery terms

**Total Value :**

**Delivery Schedule:**

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day, month and year first above written.

Signed, Sealed and delivered by the

Said..... (For the Purchaser)

in the presence of :.....

Signed , Sealed and delivery by the

Said..... (For the Supplier)

in the presence of :.....

**SECTION VIII. PERFORMANCE SECURITY FORM**

To:

Central Institute of Plastics Engineering & Technology,  
Industrial Estate, Guindy, Chennai – 600 032. India.

**WHEREAS**.....(Name of Supplier)

Hereinafter called “the Supplier” has undertaken, in pursuance of Notification of Contract No..... dated, ..... 20..... to supply ..... (Description of Goods and Services) hereinafter called “ the Contract”.

**AND WHEREAS** it has stipulated by you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract. **AND WHEREAS** we have agreed to give the Supplier a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20.....

Signature and Seal of Guarantors

.....  
.....

Date .....

Address :.....

## SECTION IX

(Referred to in clause 7.2 C of Instruction to bidders)

### QUALIFICATION CRITERIA

- (a) The bidder should be a manufacturer/authorized representative of a manufacturer, who must have designed, manufactured, tested and supplied the equipment(s) of similar to the type specified in the Schedule of requirements which shall be in successful operation for at least two years on the date of bid opening.
- (b) The bidder should furnish the information on the past three year's supplies and satisfactory performance in the proforma given under Section IX-A.
- (c) Bidders shall invariably furnish documentary evidence (Client's Certificates) in support of the satisfactory operation of the equipment as specified above"

**SECTION XI - A**

(Please see clause 7.2 (c) of instruction to bidders)

**PROFORMA FOR PERFORMANCE STATEMENT**

(for Simple Goods/equipment for a period of last three years)

Bid No.....Date of opening.....Time.....Hours

Name of the Firm.....

---

Order placed By ..... (Full address of Purchaser)	Order No and date	Description and quantity of ordered equipment	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning?
1	2	3	4	As per Contract	Actual	7	8

---

Signature and seal of the Bidder

**SECTION X**

**PROFORMA FOR DEVIATION STATEMENT**

Please see Clause 8.3 (C) of Instructions to Bidders

Bid Ref No.

Date of Opening

Time :

Name of the Firm

Name of the Equipement quoted

Model No.:

Purchaser's Specification	Bidders Specification	Deviation, if any	Justification	Remarks

Note : Separate Deviation statements should be submitted along with the bid for all models / alternative quotes.



## **B - CIVIL CONSTRUCTION**

### **(i) Project Monitoring Committee (PMC)**

#### **Members from Administrative Ministry - PMC**

1. The Director, PC
2. The Director Finance
3. The Additional Industrial Advisor
4. Under Secretary, PC – Special Invitee
5. Under Secretary, Finance – Special Invitee

#### **Members from CIPET – PMC**

1. Deputy Director (T), Procurement & Civil construction, CIPET Head Office
2. Deputy Director, CIPET Mysore
3. Prof. & Head HLC, CIPET Chennai
4. Associate Professor – Incharge- HLC, CIPET Bhubaneswar
5. Chief Manager (TS), CIPET Mysore
6. Chief Manager (T), CIPET Head Office
7. Chief Manager (TS), CIPET Chennai
8. Sr. Purchase Officer, CIPET Head Office

### **(ii) The civil construction activities proposals received from CIPET Centres are reviewed at CIPET Head Office by the following officials.**

1. Deputy Director (T), Procurement & Civil construction
2. Administrative Officer
3. Civil Consultant ( Contract )

The scrutinized proposals submitted to the Director General for approval and the same communicated to the respective centre.

### **(iii) The building committee at the centres:**

The building committee formed at the respective centre level with the following composition for the purpose of executing and monitoring the construction activities.

1. Centre Head ( Deputy Director / Chief Manager / Manager ) – Chairman
2. Senior Officials representing from various departments;
3. Accounts / Administration, dept. - Member
4. Design & Tool Room dept. - Member
5. Processing dept. - Member
6. Testing dept. - Member
7. *Head Office nominated representative*

## ***Introduction***

CIPET follows all provisions as per CPWD norms while executing the civil construction works.

The CIPET plays a vital role in the field of plastics technology through imparting innovative technical oriented studies to the students' community to make them professionally competitive and enable them to place in the plastics industries. Since inception in the year 1968, CIPET grows fast and steady which is being admired and impressed amongst the students' community and they are very aspire to join CIPET and acquire adequate technical know-how which in turn fetching more response from the Government both in State & Central and supports CIPET to spread its wing to all over the country in tune with the fast-growth of the Plastics Industries in India. While strength of students are being increased and extension centres are also increased wherein the civil infrastructure is also to be very much concerned to accommodate them in order to quench their thirst in the field of plastics technology and make them idealistic plastics technologists to support our country to speedy growth in plastics industries.

At present CIPET situated in 23 different locations of various states in India by establishing the civil infrastructure within stipulated time frame that too as per the commitment assured to the Govt. and dedicated the CIPET centres to the Nation. Right from the beginning in connection with the civil construction, the established procedure is strictly adhered by the CIPET as per CPWD norms. The existing established civil infrastructure development's procedure is furnished below.

- CIPET Head Office nominates Building Committee Members to all the centres as a Head Office representative in order to participate in the centres' civil infrastructure activities and its' progress which is being headed by a senior Deputy Director (T), CIPET Head Office along with the support of Administrative Officer & Civil Consultant on contract . In addition to that all the centres are having their Building Committee Members, which is being nominated by the concerned centre head in order to execute & monitor the day to day civil works & site supervision about the development and deployment of construction workers duly deputed by the civil contractor. The work progress in the

centre is being reviewed as and when required so as to complete the construction as per stipulated time frame by the committee.

### **CIVIL WORKS:**

It is envisaged that the civil works is being carried out in CIPET on the prioritized basis which is given under.

- Proposals submitted by the centre for various requirements of the institute activities such as construction of new building, repairs & maintenance of the building, modification of buildings (including laboratories to improve as per space management, elevation & vertical Expansion of the existing building for proper utilization of the available space / allotted land, etc., to be reviewed at Head Office and accord approval after ascertaining the source of fund availability.

### **Budget Allocation:**

Civil works are carried out as per budget allocation being sanctioned by the State Govt. fund or Govt. of India fund.

### **Proper Planning & Design:**

- Standardization of building's norms & specifications.
- Architectural & Structural Design are undertaken by the appointed Architect.
- Detailed Planning of all services to make the buildings' operational condition in all respects.
- The Structural Design & Architectural design must be coordinated to evolve an efficient building system complied with latest Indian Standards.

### **Transparency in management of Civil Works:**

- Wider publicity in leading news papers & CIPET website.
- Established progress monitoring system.

### **Empanelment of Architect:**

- The selection of Architect is being carried out through advertisement in the leading newspapers and CIPET web-site. Through wider publicity, more re-

sponse from the Architects' firms are obtained and thorough evaluation about their qualification, experience, work in progress, registration with Architects chamber and other capabilities & capacities are being ascertained before selection & appointment of the Architect suitable to CIPET. Pre-qualification procedure is also being followed for selection & empanelment of the Architect by the Building Committee Members of the concerned CIPET centres along with the HO representative. Also, an external

- Expert in the relevant field of Architectural Dept. viz. reputed engineering colleges/ institutions may be invited to avail their services for proper selection of the Architect. The Technical Bid documents are opened as per stipulated date and time in presence of the building committee, HO representative, external expert & the Architects. Thereafter, the technical bid documents are being scrutinized & examined, following points are taken into consideration while scrutinizing the bids.
- Evaluation of Architecture's qualification during pre-qualification.
- Prescribed EMD is enclosed or not.
- Registration of the Architect in the Council of Architect and its Registration number.
- Carrier performance about the Architects.
- Past experience in relevant field and works carried out.
- Number of similar works recently performed by the Architect.
- Power point presentation about our proposed civil construction.
- If necessary, site visit may be made by the building committee members to know-how the capability, capacity & ability of the Architect who presently does the same type of work in and around near-by the CIPET centres.
- To ascertain the selection of Architect through technically qualified and duly recommended by the building committee.
- The committee decides and declares to open the commercial bids of the technically qualified Architects.
- After opening the commercial bids in presence of committee members & Architects, the rates in terms of percentage ( % ) and other terms and conditions is announced for transparency.

- The comparative statement is prepared and ascertained about the L-1 Architects and the statement is signed by the building committee members.
- All the relevant documents duly be forwarded to CIPET HO for obtaining the approval of the competent authority before award the work contract to L-1 Architect.
- As soon as the approval obtained from the HO, the work contract is awarded to the L-1 Architect as per CIPET requirement and terms & condition will be stipulated in the contract as per CPWD.
- The appointed Architect has to execute an agreement with CIPET and submit his acceptance in order to carry out the civil works at the concerned CIPET centre. The Architect has to provide consultancy services towards successful completion of the building stipulated within time-frame and as per budget provision / limitation. The payment to the Architects' consultancy fees has to be specified with the limitation and on completion of works stage by stage.
- The Architect acts as a pivotal role as consultant for all civil works such as construction of the building as per CPWD specification and norms as stipulated in IS codes. The Architect is held responsible while framing the prioritization of works viz. provision of water supply, sanitary installation, internal & electrical works, air conditioning works and other necessary works as per the guidance of the CIPET authority.

#### **Pre-Construction Activities & Appointment of Civil Contractor:**

- Preparation of architectural drawings & review with Building Committee.
- Modification of drawings, if as and when required by CIPET.
- Preparation & submission of the plans to the local authorities / local bodies to obtain their plan-approval.
- After obtain the plan-approval, preparation of preliminary structural sizes.
- Preparation of service drawings.
- Preparation of detailed working drawings.
- Preparation of detailed cost estimation for the building and all other required services viz. Civil, Electrical, Mechanical etc.,

### **Preparation of Estimates by the Architect:**

- The Architect prepares preliminary estimate based on the concept plan approved by the building committee by adopting the stipulated norms as per CPWD prescribed rate for plinth area for obtaining principle approval and financial sanction from the competent authority.
- On obtaining the approval, the Architect conducts soil investigation by inviting quotes from the reputed / recognized firms and award the work order in order to find out the nature of the soil profile, ground water availability in the site.
- The soil test report is sent to structural design consultant to decide the type of foundation and suitability of water for civil construction as well as potable drinking water provision.
- In accordance with the advise given by the structural consultant, the type of foundation is decided and detailed estimate is prepared by the Architect and calling for tenders.
- The Architect prepares the detailed estimates based on the CPWD Schedule of Rates / State PWD Schedule of Rates.
- The Architect prepares tender document carefully by adding all the items in terms of bill of quantity without any omission so as to avoid extra new items while execution of the civil works.
- The terms & condition is stipulated in the tender document as per CPWD norms
- Preparation of NIT and call of pre-qualification applications, wherever applicable.
- Preparation of advertisement for wider publicity to obtain more and reasonable responses from the reputed / recognized CPWD / PWD registered civil contractors.
- Inviting two-bid tenders & pre-bid conference wherever it needed and applicable.
- Receipt & opening of the tenders in the presence of building committee & representatives of tenderers as per stipulated date & time.
- Preparation of detailed cost study through comparative statement to ascertain the L-1 contractor.

- The L-1 quote is scrutinized thoroughly and ascertain the correctness of the bid as per market / DSIR rates before award of work contract.
- The relevant documents duly be justified by the building committee and forward the same to HO for obtaining approval of the competent authority.
- After obtaining the approval from HO, the award of work contract is notified to the contractor.
- The L-1 contractor submits the acceptance for execution of the work with bar-chart about the phase-wise work on priority basis.

### **Project Management & Appointment of Contractors:**

- Pre construction stage.
- Requisition from the centre head.
- Preparation of site/soil data and assessment of feasibility of services such as water supply, electricity, drainage & sewerage etc.
- Discussion with the client to assess and appreciate their requirements, incorporation of the same and preparation of preliminary plans.
- Approval of the preliminary plans by the Building committee.
- Preparation of preliminary estimate.
- Approval of the preliminary estimate by the Building Committee.
- No work shall be undertaken before issue of in principle approval from the competent authority.
- Limited tenders will be called for works costing less than Rupees five lakhs.
- Execution of the work contract agreement shall be made at the beginning and then the award of work order shall be issued to the contractor before commencement of the work.
- Final payment for work shall be made only on the personel certificate of the Architect.
- The Architect, apart from monitoring the works, checks the quality of works executed by the contractor and checks quality of the materials brought to the site. The Architect shall also certifies the bills submitted by the contractor for its correctness of quality and amount and forward it to the CIPET for payment with recommendation. The completion certificate is issued by the Architect when the project is completed for functional purpose.

## **Monitoring of Civil Works**

CIPET appoints qualified Civil Engineers on contract basis to monitor the construction activities on day to day basis. He checks the quality of materials brought to the site and discrepancy if any is found then it shall be brought to the knowledge of CIPET officials for remedial measures. He checks the measurement at site for the bills submitted by the contractor with the assistance of building committee members, 70% payment is released to the contractor at centre level and balance 30% payment is paid after approval from the Head Office. Architect conducts meeting with the building committee members in presence of the civil contractor so as to speed-up the work as per bar chart (work Programme chart) in consultation with the contractor. The progress of works are being monitored by the building committee.

The overall quality of the construction activities with reference to the requirement are systematically carried out as per the aforesaid procedure by the building committee of the respective centres and Head Office.



# CENTRAL INSTITUTE OF PLASTICS ENGINEERING & TECHNOLOGY

## NOTICE INVITING TENDERS (N.I.T)

To

.....

.....

Dear Sir/s,

SUB: Name of work:-----

.....  
Item rate tenders are invited on behalf of CENTRAL INSTITUTE OF PLASTICS ENGINEERING & TECHNOLOGY-(Name of centre) from approved and eligible contractors of CPWD and those of appropriate list of M.E.S,BSNL,RAILWAYS and other wing of State P.W.D and specialized agencies and Government Public sector under takings as the case may be for the work of -----  
-----

The enlistment of the contractors should be valid on the last date of sale of tender

In case only last of sale of tender is extended the enlistment of contractor should be valid on the original date of sale of tender.

In case both the last date of receipt of application and sale of tenders are extended ,the enlistment of contractor should be valid on either of the two dates i.e original date of sale of tender or on the extended date of sale of tenders.

1.1 The work is estimated to cost Rs.-----/..This estimate, however,is given merely as rough guide.

1.1.1 For composite tender ,besides indicating the combined estimated cost put to tender,should clearly indicate the estimated cost of each component separately. The eligibility of tenders will correspond to the combined estimated cost of different components put to tender.

1.2 Tenders will be issued to eligible contractors provided they produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority of having satisfactorily completed similar works of magnitude specified below.

1.2.1 Criteria of eligibility for issue of tender documents.

Three similar works each of value not less than 40% of estimated cost or two similar work each of value not less than 50% of estimated cost or one similar work of value not less than 80% of estimated cost in last 5 years ending last day of the month previous to the one in which the tenders are invited.

1.2.2 To become eligible for issue of tender ,the tenderer shall have to furnish an affidavit as under.

I/We undertake and confirm that eligible similar work(s) has /have not been got executed through another contractor on back to back basis. Further that, if such violation comes to the notice Department, then I /We shall be debarred for tendering in CIPET in future forever. Also if such violation comes to the notice of Department before the date of start of work, the Officer in charge shall be free to forfeit the entire amount of Earnest Money Deposit /Performance Guarantee.

2. The time allowed for carrying out the will be -----from the 7 th date of award of work

Or from the first date of handing over of the site which-ever is later.

3. The site for work is available or it will be made available.

The tender documents consisting of Legend, Definitions, Instructions to Tenderers, Information Page, Notice Inviting Tender (N.I.T), Terms and Conditions of Contract , Safety Code, Model Rules, Articles of Contract, Index and General Conditions of Contract, Special Conditions of Contract, Bill of Quantities, drawings etc., are issued Pre-qualified Contractors only from the office of the Employer on payment of a non-refundable sum of Rs. ----- as Tender Document Fee DD drawn from any nationalized bank drawn in favor of CIPET -----

Please price in the Bill of Quantities in duplicate and submit your Tender for the work, completed in all respects as indicated in Instructions to Tenderers, before 15.00 hours on ----- in sealed cover super scribed " Tender for Construction of -----  
-----

- a) Along with all the other papers and drawings forwarded to you, duly signed and as indicated in "Instructions to Tenderers" at the Office of the Employer
- b) Tenders will be opened at the Office of the Employer at 15.30 hours on ----- Representative of the Tenderer may be present for this purpose.

The Tenders received after the due date and time / times shall not be accepted. No extension of time will be allowed for submission of the Tender.

The time allowed for the completion of the work is ----- months from the 7<sup>th</sup> day after the date of written order to commence the work or the date on which the site is handed over to the Contractor whichever is later and time shall be of the essence of the Contract.

Every Tender shall be accompanied by an Earnest Money Deposit of Rupees Rs----- /- (Rupees (in word )-----), in the form of a Demand Draft from any Nationalised Bank, in favour of CIPET-----, payable at ----- . Tenders not accompanied by such Earnest Money are liable to be rejected straightaway. E.M.D. in any other form may not be accepted.

The Earnest Money will be retained in the case of successful Tenderer as part of the security for the fulfillment of the Contract and will be refunded without any interest there-

on to the unsuccessful Tenderers as soon as the Employer takes a decision on the Tenders or after the expiry of the validity of the Tenders as stipulated in Clause No.12 of General Conditions of Tender hereafter, whichever is later.

4. The Tenderer will submit his Tender after carefully examining the whole of the Tender documents and the conditions of Tender, and of Contract. Appendix to the Conditions of Contract, the drawings and specifications, the bill of quantities etc., and after inspecting the site. The Tenders not fulfilling any of the conditions prescribed or which are incomplete will be summarily rejected.
5. a. Canvassing in connection with Tenders is strictly prohibited and Tenders submitted by Contractors who resort to canvassing are liable to be rejected.  
b. Tenders not fulfilling any or all of the conditions presented or which are incomplete are liable to be rejected.
6. This Notice Inviting Tenders and the conditions of Tender will form part of the Agreement to be executed by the successful Tenderer with the Employer.
7. The tender is to be submitted in two parts comprising Part-I: Technical Bid and Part-II: Price Bid. The Part-I (Technical Bid) should contain (i) the EMD of Rs.-----,(ii) Rs.(in words )----- being the cost of Tender document and (iii) the statement showing compliance with the criteria/detailed technical specifications as mentioned in the NIT. The Part-II (Price Bid) should contain only the price offered as per attached BOQ format. Both the parts should be properly marked and enclosed in separate sealed envelopes for their proper identification. The envelopes superscribed TECHNICAL BID and PRICE BID should again be sealed in a third bigger envelope superscribing the tender No. The Part-I (Technical Bid) will be opened in presence of the tenderers or their authorized representatives on the date of tender opening and the Part-II (Price Bid) after evaluation of Part-I. The Part-II of only those tenderers shall be opened who are found technically qualified to carry out the work, for which prior intimation will be given.

## **8. Special Conditions:**

1. Cost of Tender Schedules will not be refunded.
2. Tenders which are received late or without EMD will be rejected.
3. Deputy Director/Centre head , CIPET, (Name of centre)----- reserves the right to accept or reject any or all Tenders without assigning any reason.
4. All materials for this work to be brought by the Contractor and there is no supply of any material from the Employer.
5. The rate quoted by the Contractor as per this Tender is final and binding on the Contractor throughout the construction period and there is no revision of rates at any

stage and there is no payment to the Contractor towards cost escalation at a later stage.

6. All statutory deduction will be done from the bill as per the direction of the Government.
7. Conditional Tenders will not be acceptable. The condition laid down by the CIPET is final and binding on all Contractors.
8. Water and Electricity for the work should be arranged by the Contractor.
9. The Contractor has to make registration as per central labour laws and has to make all steps to indemnify the Institute from any clauses related to accidents and death of any persons employed by the Contractor.
10. There is a penalty of 0.5% of value of Contract per week of delay and subject to a maximum of 10% of value of Contract.
11. Concrete mixing should be by weigh batch using suitable machinery and as per the instructions of the Engineer.
12. The materials like cement, steel etc., brought is to be got approved by the Engineer and all periodical testing for the materials are to be arranged by the Contractor at his cost and test certificate should be produced.
13. Best Quality materials to be used in this work.

Yours faithfully,

**For CIPET**

**Signature of Tenderer:**

**Address:**

**Date:**

A specimen copy of Tender Document is enclosed.

**CENTRAL INSTITUTE OF PLASTICS ENGINEERING & TECHNOLOGY**

**TENDER DOCUMENT**

**{INDEX TO} TERMS AND CONDITIONS OF CONTRACT**

<b>Para No</b>	<b>Matter</b>
1.	Signatures ((i) and (ii))
2.	Quoting rates ((i) and (ii))
3.	Rates in figures and words
4.	Errors ((i) to (v))
5.	Quantities liable to vary
6.	Drawings, specifications and bills of quantities ((i) to (iii))
7.	Tenderer not to make alterations in document / drawings
8.	Tenderer to gather all information for / bear cost of Tendering ((i) to (IV))
9.	Rates for finished works and to include all contingent costs
10.	Quoted rates not subject to variation
11.	Employer will not supply any materials
12.	Tender to be opened for acceptance for one month Some rights of Employer (i) to (iii)
13.	Formal Contract
14.	Initial Security Deposit
15.	Total Security Deposit
16.	Deductions for retention money
17.	Refunding Security Deposit
18.	No interest on EMD / Retention money
19.	Compensations deductible from deposits
20.	Work time chart [(i) & (ii)]
21.	Specifications applicable for Earth Filling Work
22.	Case of no specifications or variations in Specifications
23.	Employer to direct, supervise and approve work
24.	Contractor's representative
25.	Assigning work

- 26. Other agencies at work
- 27. Work to be insured
- 28. Acts of Government
- 29. Safety code and model rules for protection of Health and sanitary arrangements for workers
- 30. Photographs of works

E. Annexure:

Safety Code

Clause 29 of Terms and Conditions of Contract  
Model rules for protection Of health and sanitary  
Clause 29 of Terms and Conditions of Contract  
Arrangements for workers

Signature of Tenderer:

Address:

Date:

## 6) TERMS AND CONDITIONS OF CONTRACT

ALL CONDITIONS AND REFERENCE TO STATUTORY SAFETY CODES ARE BINDING ON THE CONTRACTORS AND ARE TO BE IMPLEMENTED AT THEIR COST AND RESPONSIBILITY AS DEFINED IN CONDITIONS OF CONTRACT.

### 1. Signatures

- (i) In the event of the Tender being submitted by a firm, it must be signed separately by each member Board of Directors/ Partner thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so; such power of attorney shall be produced with the Tender and it must disclose that the firm is registered under the Indian Partnership Act.
- (ii) Each and every signature given shall be separately witnessed. A Contractor or Contractors who himself / themselves has / have Tendered or who may Tender for the same work shall not witness the signature of another person for the work. Failure to observe this condition would render Tenders of the Contractors Tendering as well as witnessing the Tenders liable for summary rejection.

### 2. Quoting Rates

- (i) The Tenderer must quote his rates only on the proper form of the Tender, both in figures and words and both in decimal coinage in the respective spaces provided therefore, if the rates are not quoted both in words and figures, the Tender is liable for rejection. The amount for each item should be worked out in figures only for the probable quantities specified in the bill of quantities and the requisite total given, both in figures and words, taking into account the figures already entered for lump sum items and contingencies, if any, at the percentage specified.
- (ii) Special care is to be taken to write the rates in figures and words in such a way that no interpretation is necessary. Erasures and alterations must be avoided, but if errors are made unavoidably while pricing the bill of quantities, the wrong figures and words must be neatly scored out under the initials of the Tenderer and the correct figures and words neatly re-written with attestation by the Tenderer but not overwritten. Overwriting is not permitted and this will lead to rejection of Tender.

### 3. Rates in figures and words

In the case of figures, the word 'Rs.' should be written before the figure of rupees and the word 'P' written after the decimal figures, i.e. Rs. 2.15P ; in the case of words, the word 'Rupees' should similarly precede and the word 'Paise only' should be written at the end, closely following each rate and each amount. The word "only" should not be written in the next line unless the rate quoted is in whole rupees closely followed by the word "only" ; the amount should invariably be upto two decimal places.

#### 4. **Errors**

Errors in the bill of quantities shall be dealt with solely to the advantage of the Employer and broadly in the following manner:

- i. In the event of a discrepancy between the rates quoted in words and the rates in figures the former shall prevail.
- ii. In the event of an error occurring in the amount column of the bill of quantities as a result of the wrong extension of the unit rate and the quantity, the unit rate shall be regarded as firm and extension shall be amended on the basis of the rates.
- iii. All errors in totaling in the amount column and in carrying forward the totals shall be corrected.
- iv. Any omissions to include in the totals or to carry forward the prime cost (P.C.) sums and the percentage thereon or the Provisional Sums shall be corrected. If no percentage on prime cost sum is quoted the percentage shall be taken to the advantage of the Employer.
- v. The bill of quantities have been marked "Original" and "Duplicate". Tenderers are allowed to take keep one duplicate copy for their records and submit Tenders in duplicate. 1<sup>st</sup> copy should be original and duplicate/2<sup>nd</sup> copy be photocopy to avoid difference between the 'Original' and duplicate
- vi. If quoted rates differ for identical items in different sections the lowest rate shall be taken for all such items.
- vii. If quoted rates are found to be unreasonable, the Employer/Architects will seek analysis for such rate and the Tenderer shall provide such information and justification for such quoted rates.

#### 5. **Quantities liable to vary**

The quantities furnished in the bill of quantities are only probable quantities liable to alteration by omission, deduction or addition, and it should be clearly understood that the Contract is not a lump sum Contract and the Employer do not, in any way, assure the Tenderer that the said probable quantities are correct or that the work would correspond thereto. Payments will be regulated on the actual quantities of work done at the accepted rates. No escalation will be entertained on any part in this regard. Any deviation in quantities, beyond the BOQ quantities, the rate will be as per the rate quoted in the Tender.

#### 6. **Drawings, Specifications and Bill of Quantities**

- i. The drawings, specifications and the bill of quantities, forming parts of the Contract, are explanatory of and are complementary to one another, representing together the works / installations to be carried out.
- ii. If neither the drawings nor the specifications nor the accepted bill of quantities include any part / parts the intention to include which is nevertheless clearly to be inferred and which are obviously necessary for the proper completion of the works /



installations, all such parts shall be supplied and executed by the Contractor at no extra charge.

- iii. Anything contained in one or another of (a) the drawings, (b) the specifications and (c) the accepted bill of quantities are not found in the others, it will be equally binding as if contained in each of them.

**7. Tenderer Not to make Alterations in document / drawings**

No alterations which are made by the Tenderer in the drawings, specifications or probable quantities accompanying the notice will be recognized, and if any such alterations are made the Tender is likely to be invalidated. Remarks and explanations should be set out in a covering letter and will become binding only if specifically accepted in writing by the Employer at the time of acceptance of the Tender. Any Tender which purpose to alter, vary or omit any of the conditions herein will be summarily rejected.

**8. Tenderer to gather all information for / bear cost of Tendering**

- i. The Tenderer must obtain for himself on his own responsibility and at his own expense all the information necessary including risks, contingencies and other circumstances to enable him to make a proper Tender and to enter into a Contract with the Employer; he must examine the drawings, specifications, conditions and so on and must inspect the site of work, examine the nature of the ground and the subsoil (so far as is practicable), and acquaint himself with local conditions, means of access to the work, the nature of the work, in fact all matters pertaining thereto before he submits his Tender.
- ii. The Tenderer shall also bear all expenses in connection with the preparation and submission of his Tender.
- iii. Omission, neglect or failure on the part of the Tenderer to so obtain requisite and reliable information on any matter affecting his Tender, the Contract and the construction, completion and maintenance (during defects liability period) of the work shall not relieve the Tenderer whose Tender is accepted, from any liability in respect of the Contract.
- iv. The Tenderer whose Tender is accepted shall not be entitled to make any claim for increase in the rates quoted and accepted excepting in pursuance of any specific provision in the Contract for such and then only in terms of that specific provision, or to make any representation on the ground that he was supplied with any information or given any promise or guarantee of any sort, by the Employer, his agents and servants, or their representatives or any other persons, unless such information, promise or guarantee is furnished to the Tenderer in advance of the date of receipt of Tenders and in writing under proper authority.

**9. Rates for finished works to include all Taxes, contingent costs:**

The rates quoted in the bill of quantities shall, unless specified otherwise, be deemed to be for finished work in-situ, item by item as provided for, and shall include cost for all necessary material, labour, all necessary incidental charges for such as but not limited to water, electricity, tools and plant, machinery, sheds, aligning and marking

out, clearing site, etc. access roads and for all Taxes including works Contract Tax, octroi, excise and any other Tax or duty levied by Government, Central or local, or Local Authority, if and as applicable and all insurances as provided for in the Conditions of Contract till the work is completed in all respects according to the true meaning and intent of the Contract and delivered up. RBI Index Price Formula is applicable for the period beyond 1 year of construction period.

**10. Quoted Rates not subject to Variation**

The rates quoted shall be firm and fixed and not be subject to any variations. No price variation clause is allowed due on any account.

**11. Employer will not supply any materials**

The Employer will not unless otherwise provided for herein, supply or procure for the Contractor, materials of any description, and the Contractor shall make his own arrangements therefore at his own cost.

**12. Tender to be open for Acceptance for three months**

The rates quoted in Tenders shall remain valid for a period of three months from the date of their opening. Should any Tenderer withdraw his Tender before the expiry of the said period or makes any modifications to his Tender which are not acceptable to the Employer the Tender will be treated as having been rejected or abandoned and EMD will be forfeited.

**13. Some rights of Employer**

- i. The Employer does not bind himself to accept the lowest Tender and reserves to himself the right to reject any or all of the Tenders received without assigning any reasons therefore.
- ii. Further, the Employer reserves the right to award any part of the work to more than one Tenderer or to award the entire work to one Tenderer.
- iii. The Employer further reserves the right to delete or reduce an item or section of the bill of quantities without assigning any reason whatsoever therefore and no claim will be entertained in this regard.

**14. Contract**

The Tenderer whose Tender is accepted is bound to execute a Contract with the Employer in accordance with the draft Contract which will include the notice inviting Tenders, these conditions, special conditions, if any, the drawings and specifications etc. and other papers stated to be forming part thereof, but his liability under the Contract shall commence from the date of written order to commence the work, whether the Contract is drawn or not. The Contractor shall bear all expenses in connection with the execution of the Contract including fees for stamping and registration of documents as required. Failure to execute the Contract in specified time shall entail action against the Contractor as provided for in the General Conditions of Contract.

**15. (i) Initial Security Deposit**

The successful Tenderer shall within 7 days of the date of issue of the letter accepting his Tender or before commencement of the work whichever is earlier deposit with the Employer a sum equal to 5% of the value of the accepted Tender less the EMD already deposited by him, as initial security deposit, failing which the Employer may at his discretion revoke the letter of acceptance and forfeit the Earnest Money Deposit furnished along with the Tender.

**15. (ii) Total Security Deposit**

The total security deposit which includes the E.M.D and the Initial Security Deposit along with the subsequent deduction as per Clause 16 will be limited to a ceiling of 10% of the total value of Contract.

**16. Deductions for Retention Money**

The balance of the security deposit (being termed Retention Money) shall be realized by deductions from running on-account bills at the rate of 5% of the value of work billed for in such bill until the total of the E.M.D, Performance Guarantee and the amount so retained reaches a sum amounting to 10% of the Contracted value.

**17. Refunding Security Deposit**

The Security Deposit will be refunded in two stages; the Performance Guarantee which amounts to 50% of the retained total security deposit will be refunded within 14 days after the issue of the certificates of virtual completion in full or in part (as applicable) and the balance 50% after the expiry of the Maintenance & Defects subject to the provisions of Cl.53 and Cl.64 of the General Conditions of Contract.

**18. No Interest on Deposits / Retention Money**

Earnest Money / Retention Money will bear no interest whatsoever until the date of their release.

**19. Compensations Deductible from Deposits**

All compensation or other sums of money payable by the Contractor to the Employer under the terms of Contract may be deducted from his Earnest Money Deposit or / and the Security deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

**20. Work-Time Chart**

i. The successful Tenderer, within 15 days of award of the work order shall submit to the Employer an illustrative and suitably coloured work-time chart, in the form of bars or other effective means, showing the item wise / location wise progress which he (the Contractor) intends to make to enable him to conveniently and practicably complete the work in all respects within the agreed time as per Contract. The chart will be scrutinized and approved by the Employer with suitable modifications, as and if necessary and the approved chart will then form part of the Contract, being the basis

for assessment of progress under the relevant General Conditions of Contract. Method Statement – integrated to quality plan also must be submitted.

ii. The chart may from time to time, during the progress of the work, be reviewed and modified with the approval of the Employer keeping in view the agreed date of completion.

**21. Specifications Applicable for Earth Filling Work**

The work is to be carried out generally in accordance with description of the items or CPWD Specifications and the I.S.S. in addition to the Specifications provided in the Contract forming part of the Tender documents.

**22. Case of No Specifications or Variations in Specifications**

In the case of any class of work for which there is no specification in the Tender document, CPWD Specifications and the I.S.S. or in the said Specifications forming part of the Tender documents or in case there is variation, such work shall be carried out in all respects in accordance with the instructions and requirements of EMPLOYER.

**23. Employer to Direct, Supervise and Approve work**

The work shall be carried out under the directions and supervision of and subject to the approval in all respects by Employer.

**24. Contractors' Representatives**

On acceptance of the Tender the Contractor shall in writing and at once inform the Employer, the names of his accredited representative(s) who will be responsible to take instructions from the Employer. (Also refer Conditions of Contract Clause 8).

**25. Assigning Work**

The work or any part of it shall not be transferred, assigned or sublet without the written consent of the Employer.

**26. Other Agencies at work**

The Contractor shall be required to co-operate and work in co-ordination with and afford reasonable facilities for such other agencies / specialists as may be employed by the Employer on other works / sub-works in connection with the project / scheme of which this work forms part.

**27. Work to be Insured**

The Contractor will be required to insure the work and keep it insured until one month after the date of taking over the works / installations by the Employer, or otherwise in terms of the Contract, against loss or damage by fire and other usual risks other than the risks excepted in terms of the Contract with an insurer whose name is to be approved by the Employer.

**28. Acts of Government**

The Contractor is required to comply with all acts of Government relating to labour and the Rules and Regulations made there under from time to time and to submit at the proper times all particulars and statements required to be furnished to the Labour Authorities.

**29. Safety Code and Model Rules for Protection of Health and Sanitary arrangements for workers**

In carrying out the work the Contractor shall comply with the provisions of the safety code and the model rules for the protection of health and sanitary arrangements for workers annexed to these papers in serial no. 7 & 8 hereafter.

**30. Photographs of Works**

The Contractor will be required to supply, at his own expenses, to the Architects, copies of large photographs in triplicate each (not less than 25 cm x 20 cm in size) of the works, taken from two approved portions of work at intervals of not more than 15 days during the progress of the work and also at every important stage of work, as directed by the Employer.

For CIPET

Signature of Tenderer:

Address:

Date: