

# केंद्रीय पेट्रोसायन अभियांत्रिकी एवं प्रौद्योगिकी संस्थान (सिपेट) कोरबा

**CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY, (CIPET)**

सेन्टर फॉर स्किलिंग एण्ड टेक्निकल सपोर्ट(सी.एस.टी.एस)

CENTRE FOR SKILLING AND TECHNICAL SUPPORT (CSTS)

(रसायन एवं पेट्रोसायन विभाग, रसायन एवं उर्वरक मंत्रालय,भारत सरकार)

(Department of Chemicals & Petrochemicals, Ministry of Chemicals & Fertilizers, Govt. of India)

CIPET, Education Hub, Syahimudi, Block-Katghora, PO – Gopalpur, Distt. – Korba, Chhattisgarh – 495450 E-mail:

korba@cipet.gov.in,website: www.cipet.gov.in

## Tender for Procurement of Server

### आवश्यक दस्तावेज़/Important Document

अपात्रता या अपेक्षित दस्तावेज प्रस्तुत न करने की स्थिति में बोलीअस्वीकार की जा सकती है।  
Bid is liable to be rejected in case of non-eligibility or non-submission of the requisite documents

नोट: सभी आवश्यक दस्तावेज केवल पीडीएफ प्रारूप में अपलोड किए जाने हैं।

Note: All the essential documents are to be uploaded in PDF format only.

### IMPORTANT INFORMATION AND DATES

S.N	Description	Details
1	Purchaser	Central Institute of Petrochemicals Engineering and Technology, Korba
2	Tender No	CIPET/Korba/GeM/Workstation/2023-24/
3	Online Tender submission of bid	<a href="http://www.gem.gov.in">www.gem.gov.in</a>
4	Online Tender information available at	<a href="http://www.cipet.gov.in">www.cipet.gov.in</a>
5	Performance Security (in Rs.)	3.0 % of the Tender Value
6	Date of E-Tender Publication	As scheduled in GeM Portal
7	Last Date and Time for Submission of Tender	As scheduled in GeM Portal
8	Date, Time of opening of Technical bid	As scheduled in GeM Portal
9	Date and Time of opening of Financial bid	As scheduled in GeM Portal
10	<b>CIPET KORBA - Online Bank Details</b>	<b>CIPET KORBA</b> A/C No : <b>38014099322</b> Branch Code: <b>07454</b> IFSC Code: <b>SBIN0007454</b> MICR: <b>495002311</b>

# **CONTENT OF BIDDING DOCUMENTS**

## **SECTION I. INSTRUCTIONS TO BIDDERS**

### **A. Introduction**

1. CIPET is a premier national institution under the aegis of the Ministry of Chemicals & Fertilizers, Govt. of India fully devoted to Skill Development, Technology Support Services, Academic and Research (STAR). CIPET operates on hub & spokes model with 42 locations.

### **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 (to be executed on 100 Rs. Non-Judicial Stamp / e-Stamp);
  - (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 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/software) and ancillary services and conforming to the Bidding Documents;

## **5. Bid Form**

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 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.

## **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)

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 120 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 thereto shall be made in writing. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request is not permitted to modify its bid.

## **10. Submission of Bids**

**10.1** 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**" The content of the both bids should be as under;

### **(a) 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
7. List of optional accessories with their technical specification
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. All other details mentioned in Tender Document, ATC, Section XII and Scope of Supply.

### **(b). COMMERCIAL BID should include the following: -**

1. Statement showing the price of each items of spare parts and optional accessories which is mentioned in the Technical Bid (the acceptance and rejection of spare parts and optional accessories as per requirement will be at sole discretion of CIPET).
2. Conditional bids will not be accepted. The condition laid down by CIPET is final and binding on all bidders.
3. The quote should be in Indian Currency (INR).
4. The quoted price should include transportation, installation, loading/unloading of machinery/parts.

5. CIPET reserves the right to accept or reject any or all tenders at any stage either in part or in full without assigning any reasons thereof.

**The bids, which are not containing the statements, mentioned in 10.1 (a) & (b) are liable to be rejected.**

- 10.2 The proforma of Annexures (Sections) in the Bidding document, wherever necessary, should be typed on the bidder's letter head and shall upload the same.
- 10.3 Price Schedule should be submitted in the prescribed format given under price schedule of the Bidding Document.
- 10.4 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.
- 10.5 Quotes received without price schedule, and deviation statement as per our prescribed format, will summarily be rejected.
- 10.6 Relaxation of Norms for Startup and Micro & Small Enterprises in Public Procurement on Prior Experience – Prior Turnover Criteria. Hence the MSME / NSIC certificate should be submitted.

**11. Deadline for Submission of Bids**

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.

**12. Evaluation and Comparison of Bids**

- 12.1 The Purchaser will evaluate and compare the bids previously determined to be substantially responsive.
- 12.2 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.

**13. Contacting the Purchaser**

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

**D. AWARD OF CONTRACT**

**14. Post qualification**

- 14.1 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.
- 14.2 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.

14.3 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,

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

The Purchaser reserves the right at the time of award of Contract to increase or decrease of the quantity of goods and services specified in the Schedule of Requirements without any change in price or other terms and conditions.

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

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.

**17. Performance Security**

Within 07 days of the receipt of Notification of award of Contract from the Purchaser, the successful Bidder shall furnish the performance security (3% of Contract Value) in accordance with the Conditions of Contract, in the Performance Security Form provided In the Bidding Documents.

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## SECTION - II. TERMS AND CONDITIONS OF CONTRACT

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

#### 2. Definitions

- (a) The purchaser is : CIPET, Education Hub, Syahimudi, Post-Gopalpur, Jamnipali, Korba-495450, Chhattisgarh, India,
- (b) The Supplier is .....

#### 3. Performance Security

- 3.1 Within 07 days after the Supplier's receipt of Purchase Contract, the Supplier shall furnish performance security to the Purchaser for an amount of 3% 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) The Performance Security equivalent to 3% of the amount of annual contract value in the form of NEFT/RTGS/Online Mode in CIPET, Korba Bank Account and payable at Bank Name: State Bank of India, HTPS Korba, A/c No. 38014099322 IFSC Code: SBIN0007454.
- 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. Delivery-

- (i) Prior intimation and co-ordination with CIPET Korba for pre-delivery inspection at Original Equipment Manufacturer's / Supplier's site is mandatory.
- (ii) Pre-delivery inspection report should be signed by authorized representative of OEM/supplier and CIPET: Korba representative.

##### B. Delivery Documents-

##### (a) For Imported Goods

- (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.
- (viii) Relevant documents having various parameters (Quality assurance check documents) for pre-delivery inspection / dispatch clearance.

**(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
- (v) Supplier's factory inspection report.
- (vi) Prior intimation and co-ordination with respective CIPET centres for pre-delivery inspection at Original Equipment Manufacturer's / Supplier's site.

**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. 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:

**6. 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.

**7. Warranty/Guarantee**

- 7.1 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.
- 7.2 This warranty/guarantee period shall remain valid as mentioned in the Technical Bid 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.
- 7.3 The Purchaser shall promptly notify the Supplier, in writing, of any claims arising under this warranty.
- 7.4 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.
- 7.5 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.

7.6 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.

**8. The MAINTENANCE SERVICE shall be as follows.**

- (a) Free maintenance services shall be provided by the Supplier during the period of warranty.
- (b) After sales service and support: Manufacturer/Supplier should provide 10 years of after sales service and support.

**9. Payment terms and Time Lines:**

The timelines for the implementation of the entire project with respective deliverables, are as mentioned below:

Particular	Time limit	Release of Payment
Delivery of Machinery/Equipments/ Software	T1 = T0+No. of days as per purchase order	Nil
Completion of installation, commissioning & training.	T2 = T1 + 15 days	100 % payment will be made after Installation, commissioning, training of supply goods.

Where, T0 = date of issue of Purchase/Work order

Days = Calendar days

The above payment terms supersedes any payment terms specified on GeM.

**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 Petrochemicals Engineering & Technology (CIPET), Education Hub, Syahimudi, Post-Gopalpur, via-Jamnipali, Korba-495450, Chhattisgarh (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, Penalty for Delay in Supply Goods:**

#### **Delay in Supply & Penalty:**

- a. If the bidder/supplier fails to deliver the requisite Machinery/Equipment/Software within the time limit as mentioned in the bid/Purchase Order/Work Order, then a sum equivalent to 0.5% of the total contract value shall be deducted from the payment from each calendar week of delay or part thereof.
- b. The amount of penalty for delay in delivery & installation shall be subject to maximum limit of 5 % of the total contract value.
- c. Delay in excess of 90 days will be sufficient to cause for termination of the contract. In that case the Performance Bank Guarantee of the bidder/supplier will be forfeited.

**Note:** Penalty for delay in supply is waived of for the period/duration of 1<sup>st</sup> Pre Delivery Inspection call (i.e. date on which PDI is demanded by bidder/supplier till the date of arrival/reporting of inspector at site) for the supply of machinery/equipment's/software at CIPET: CSTS, Korba.

**Operational Penalties:**

During warranty period, if the complaint is not resolved within a week, the penalty of Rs.500 per day. However, if the complaints are not resolved within 15 days then from 16th day to 30th day, penalty would be levied 750 per day and from 31<sup>st</sup> day onwards penalty 1,000 per day of the above rates would be levied. The amount of penalty will be recovered from the Performance bank guarantee during warranty period.

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<b>SECTION III.SCHEDULE OF REQUIREMENTS</b>			
<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.

**(Refer Annexure –I)**

**SECTION V. MANUFACTURER'S AUTHORIZATION FORM**

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

To

M/s. Central Institute of Petrochemicals Engineering & Technology  
Education Hub, Syahimudi,  
Post-Gopalpur, via Jamnipali,  
Korba-495450, Chhattisgarh (INDIA)

Dear Sir

**Ref:** Bid Reference

We ..... who are established and reputable  
manufacturers of .....having factories at  
.....and.....do hereby authorize

M/s.....

M/s.....

M/s.....etc

(Name and address of Agents) to bid and conclude the contract with you against the above  
Bid are authorized to bid 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 firms.

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  
concern 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 Petrochemicals Engineering & Technology  
Education Hub, Syahimudi,  
Post-Gopalpur, via Jamnipali,  
Korba-495450, Chhattisgarh (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 your 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 .....

## SECTION VII. CONTRACT FORM

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

- A. M/s. Central Institute of Petrochemicals Engineering & Technology (CIPET), Situated at "CIPET", Education Hub, Syahimudi, Post-Gopalpur, via Jamnipali, Korba - 495450, Chhattisgarh (**India**) (hereinafter known as "the Purchaser") of one part, and
- B. (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 Contract, ATC, Tender Document and Scope of Supply
  - (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

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

**Total Value: in INR**

**Delivery Schedule:**

**INWITNESS** 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 VIIA-SELF-DECLARATION – NO BLACKLISTING**

(Date)

To,  
M/s. Central Institute of Petrochemicals Engineering & Technology,  
Education Hub, Syahimudi, Post-Gopalpur, via Jamnipali,  
Korba-495450, Chhattisgarh

Ref: Tender for Supply & Installation of **Server** at CIPET Korba-Reg.

Dear Sir/Madam

In response to the GeM BID Number:\_\_\_\_\_ for Selection of Vendor for Supply & Installation of **Server** at CIPET Korba, I/Wehere by declare that presently our Company/firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

We further declare that presently our Company/firm\_\_\_\_\_ is not blacklisted/debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you,

Date..... Place.....

Yours faithfully,

Name.....

Signature.....

Seal of the organisation

**SECTION VIII. PERFORMANCE SECURITY FORM**

To,  
M/s. Central Institute of Petrochemicals Engineering & Technology,  
Education Hub, Syahimudi, Post-Gopalpur,  
Via Jamnipali, Korba-495450, Chhattisgarh (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".

**ANDWHEREAS** 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 distributor/agent 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 preferably to the Govt. labs / R & D units / Institutions / Universities & PSU's which shall be in successful operation for at least three years on the date of bid opening.
- (b) The bidder should furnish the information on the past three year's supplies of similar/samegoods/equipments 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"
- (d) The bidder should furnish the Scope of Supply in a Separate Sheet.
- (e) The bidder should submit the technical Catalogue/leaflet clearly mentioning the Model number, name of equipment and technical details.
- (f) An undertaking from the Original Manufacturer of the supply of goods/equipments (OEM) stating that they would facilitate the bidder on a regular basis with technology/product update should be submitted.

**SECTION IX - A**

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

**PROFORMA FOR PERFORMANCE STATEMENT**

(for Similar/Same Goods/Equipment for a period of last three years)

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

Name of the Firm.....

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Order placed By ..... (Full address of Purchaser)	Order No and date of	Description and quantity of ordered equipment	Value of order As per Contract	Date of completion of delivery Actual	Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning?	
1	2	3	4	5	6	7	8

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Signature and seal of the Bidder

(Please submit the copy of the installation / commissioning report from minimum 2 buyers)

**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 Equipment 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.

**SECTION XI A. Declaration for After Sales Service & Support by Bidder.**

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

To

M/s. Central Institute of Petrochemicals Engineering & Technology  
Education Hub, Syahimudi,  
Post-Gopalpur, via Jamnipali,  
Korba-495450, Chhattisgarh (INDIA)

Dear Sir

Ref: Bid Reference

We ..... who are established and reputable manufacturer/supplier of .....having factories/office at .....and.....do hereby agree to provide after – sales service and support for the period of 10 years after the installation of the equipment / machine supplied by our company.

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 our firms.

Yours Faithfully,

(Name)

for and on behalf of M/s.....

(Name of manufacturer/supplier)

**Note:** This letter should be on the letterhead of the manufacturer/supplier concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

**SECTION XI B. Declaration for After Sales Service & Support by OEM.  
( if bidder is not manufacturer)**

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

To

M/s. Central Institute of Petrochemicals Engineering & Technology  
Education Hub, Syahimudi,  
Post-Gopalpur, via-Jamnipali,  
Korba-495450, Chhattisgarh (INDIA)

Dear Sir

Ref: Bid Reference

We ..... who are established and reputable manufacturer of .....having factories at .....and.....do hereby agree to provide after – sales service and support for the period of 10 years after the installation of the equipment / machine supplied by our company.

We hereby provide the after sales service and support for the period of 10 years after the installation of the equipment / machine supplied by our company.

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 firms.

Yours Faithfully,

(Name)

for and on behalf of M/s.....

(Name of Manufacturer)

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

## Important Bid Instruction for Bidder/Supplier:

### Technical Bid:

Bidder/Supplier should upload the Excel File of Technical Specification as per **Annexure –I** of Technical Specification.

### Financial Bid:

**(Upload this Financial bid in below format & upload the same in Financial Section of GeM Portal)**

Bidder/Supplier should upload the Financial Bid as per the Format given below:

Supply and Installation of Server at CIPET, CSTS Korba					
FINANCIAL BID					
In response to tender enquiry cited above, we are pleased to enclose the following according to the specification mentioned in the Technical Bid as our financial bid for your kind consideration:					
Name of the Firm/Proprietor					
S.No	Particulars	Make/Model	Qty/Nos	Rate per Nos	Amount
1	Server		02		
2	Packing & Forwarding Chargers				
3	Transportation Charges (Including Loading/Unloading of Machines)				
4	Installation/Demo Charges				
5	Accessories Charges				
6	GST%				
	<b>GRAND TOTAL</b>				<b>0.00</b>
Amount In Words:( )					

Note: In case of discrepancy between unit price and total price, the unit price shall prevail. Price should be quoted exactly as per the format given above.

### Scope of Work



**Name of Work as Mentioned:**

Sr. No.	Supply/Service of Machinery/Equipment's/Software	Qty./Sets
1.	Server	02

The successful bidder/supplier to whom Purchase Order /Work Order has been issued under the Scope of Work in this GeM bid is envisaged for Supply, Installation, Commissioning & Training on supplied Equipment's/hardware, software at CIPET: CSTS Korba as per the technical specification as mentioned in the Tender Document.

The Bidder/Supplier is responsible for any other equipment/s inadvertently missed out but it is required for Supply, Installation and Commissioning of Equipment's/hardware, software at CIPET: CSTS Korba. TENDERER will not be liable for payment of any additional cost outside of Financial bid.

**Place of Supply:**

Central Institute of Petrochemicals Engineering and Technology (CIPET), Education Hub, Syahimudi, P.O. Gopalpur, via- Jamnipali, Distt. KORBA (C.G.) Pin:495450 or as mentioned in Purchase/Work Order.

**Warranty/ Maintenance:**

The understanding of the comprehensive maintenance under warranty period is as follows:

- Free maintenance services shall be provided by the Supplier during the period of warranty.
- In case of failure, the successful bidder/supplier needs to restore the services at the earliest.
- All expenses related to upgradation, including hiring of specialized technical expertise in case required, has to be borne by the successful bidder/supplier as part of comprehensive maintenance.
- In case of faults or maintenance in any outsourced equipment's (if any) in the main supply, the supplier shall do the co-ordination. Overall rectification /maintenance of the software shall be the responsibility of the supplier.

The understanding of the comprehensive maintenance outside warranty period is as follows:

- The Bidder/Supplier should furnish his consent for providing after sales service & support for atleast 10 years as per **Section XI-A** of ATC.
- The Bidder/Supplier Should also furnish consent of Original Equipment Manufacturer for providing after sales service & support for atleast 10 years as per **Section XI-B** of ATC (if bidder/supplier is not manufacturer).

**Installation:**

1. The supplier shall intimate in advance about the Pre-installation requirements at the site regarding Workstation/Server Requirement.
2. It is mandatory for successful bidder/supplier to deploy the qualified professional for installation, commission of the equipment & training as defined under scope of work.

3. Installation, Commissioning and Training shall be accomplished in coordination with the user department of CIPET: CSTS, Korba.
4. The successful bidder/supplier shall provide the necessary technical support, Standard Operating Procedure (SOP)/User Manual and other information to the user department.
5. Any damage caused to the property of CIPET Korba while executing the job shall be solely bidder/supplier responsibility. In case any damage to the property is caused, the same will be recovered from the successful bidder/supplier. No any extra cost shall be paid to the successful bidder/supplier for such reasons.

### **Training:**

1. It is mandatory for successful bidder/supplier to deploy the qualified professional for offline training of the Software at CIPET: CSTS Korba.  
This shall include providing hands on training related to Machinery/Equipment's/ Software to the designated/authorized representative of respective site after the successful commissioning of the project.
2. Appropriate training/study material should be provided by the bidder/supplier during the training. All the cost associated with such training have to be borne by the bidder/supplier.
3. Duration of Training for Operation of Server: days in **2** Single **1** phase.

(All the bidder should upload Specification in Excel Sheet/PDF as per the Annexure-I given below)

Annexure-I

**CENTRAL INSTITUTE OF PETROCHEMICALS ENGINEERING & TECHNOLOGY, KORBA**

**Name Of Work: Supply & Installation of Workstation**

**Technical Details**

**To be filled in by the Bidder**

<b>A</b>	<b>Enter Details and Upload Scanned Documents in GeM Portal</b>	
<b>SL. No.</b>	<b>Particulars</b>	<b>Enter Details/ Upload Documents (Yes/No/NA)</b>
1	<b>Name of the Firm/Company</b>	<b>Enter Details</b>
2	Registered Office Address with PIN Code	Enter Details
3	Communication Address with PIN Code	Enter Details
4	Telephone No. with STD code	Enter Details
5	Name of Contact person	Enter Details
6	Mobile No.	Enter Details

7	E-mail ID	Enter Details
8	PAN (Permanent Account Number) Registration	
9	GST Registration Certificate	
10	Registration Certificate if Any, with DPS/DGS&D/NSIC/MSME	
11	Authorization Letter from Original Equipment Manufacturer (OEM) (if bidder is not manufacturer) as per <b>Section - V</b>	
12	The bidder should attach Income Tax Return (ITR) for the period of F.Y. 2021-2022, 2022-23 & 2023-24	
13	The bidder should attach Audited Profit & Loss and Balance Sheet for the period of F.Y.2021-2022, 2022-23 & 2023-24	
14	The bidder should attach Annual Turnover for the period of F.Y. 2021-2022, 2022-23 & 2023-24 from certified by Chartered Accountant.	
15	The bidder should attach Self Declaration Form as per <b>Section VIIA</b>	
16	The bidder should be a manufacturer/ authorized distributor/ agent of a manufacturer, who must have designed, manufactured, tested and supplied the equipment(s) 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.	
17	The bidder should furnish the information on the past three year's supplies of similar/same goods/equipments and satisfactory performance in the proforma given under <b>Section IX-A.</b>	

18	The bidder should submit the technical Catalogue/leaflet clearly mentioning the Model number, name of equipment and technical details.				
<b>B</b>	<b>Technical Specification - Workstation</b>		0.00		
	Model	Bidder to specify			
	Make / Manufacturer	Bidder to specify			
<b>Sr.No.</b>	<b>Purchaser's Specification</b>		<b>Bidder's Specification</b>	<b>Deviation, if any</b>	<b>Justification</b>
1	Processor	Intel® Xeon® Scalable 6226R (16 core, 2.9 GHz, 22 MB, 150W) or equivalent			
		Core: 16 Core 1P			
		Clock Speed: 2.9 GHz or above			
		Cache: 22 MB L3			
2	Memory	32 GB RDIMM or better			
		2400 MHz or better			
		DDR4 or better			
3	Storage Capacity	1 TB SSD			
4	Graphics card	4GB NVIDIA Quadro K ,K2200 or Better			
5	Storage Controller	1 HPE Smart Array S100i or Better			
6	Optical Drive	DVD RW drive / SATA / Internal			
7	Included hard Drives	None ship standard, 8 SFF drives supported			
8	Network Controller	1 HPE Ethernet 10Gb 2-port 562FLR-SFP+ FlexibleLOM Adapter (665240-B21) plus optional stand-up card *NOTE: No embedded networking			

9	Operating System	Windows Server 2019 16-core Std ROK en SW			
10	Infrastructure Management	HPE iLO Standard with Intelligent Provisioning (embedded), HPE OneView Standard (requires download) (standard) HPE iLO Advanced, and HPE OneView Advanced (optional requires licenses)			
11	Monitor	OEM Make Monitor 24" widescreen TFT / LED Backlight Color monitors with:1920 x 1080 or higher resolution / Compatible with required graphics card /Viewing Angle: Min 178 degrees horizontal & vertical / (Autopivot (90*), ECO Button for Energy saving, Automatic Brightness Control, Display port/DVI/VGA ) Height & Tilt / ROHS & TCO' 03 compliant.			
12	Keyboard	OEM make standard Keyboard			
13	Mouse	OEM make USB Optical Mouse			
14	<b>Scope of supply</b>	Bidder should submit complete scope of supply (Software,standard accessories, Optional Accessories etc with make model) in the technical bid without price.			
		Bidder should supply complete start up package necessary to prove the server and provide training.			
15	<b>INSTALLATION, COMMISSIONING AND TRAINING</b>				
15.1	<b>Installation and commissioning requirements</b>	Bidder should carry out installation and commissioning of the server.			
15.2	<b>Training and documentation</b>	Training should be provided during installation. Training faculty must have adequate experience in this field.			

		The vendor should supply the necessary manuals in the readable format such as: Software instruction Maintenance and trouble manual Training Handling of accessories Software key (if any), Software CDs or any other			
16	<b>OEM Warranty</b>	Min One years from the date of acceptance of installation.			
17	<b>Technical support and service</b>	Manufacturer should have established after sales & service network in India. The Bidder/OEM shall have local service and application office and infrastructure to attend by visit within 48 hours of need. Technical support personnel must have adequate experience in this field. Technical support personnel details should be submitted. Name and address of the authorized service centre/ partner in India along with the certificate of authorization should be attached.			