



केंद्रीय पेट्रोसायन अभियांत्रिकी एवं प्रौद्योगिकी संस्थान (सिपेट)

**CENTRAL INSTITUTE OF PETROCHEMICALS**

**ENGINEERING & TECHNOLOGY**

सिपेट: कौशल एवम् तकनीकी सहायता केंद्र (सी.एस.टी.एस)

**CIPET: 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)

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**(Custom Bid)**

GeM-Tender Document For

**“Procurement of Plastics Testing  
Equipment for Training and Technical  
Service”**

at

**CIPET: CSTS-RANCHI**

## A. INTRODUCTION

सेंट्रल इंस्टीट्यूट ऑफ पेट्रोकेमिकल्स इंजीनियरिंग एंड टेक्नोलॉजी (CIPET) जिसे पहले सेंट्रल इंस्टीट्यूट ऑफ प्लास्टिक्स इंजीनियरिंग एंड टेक्नोलॉजी (CIPET) के नाम से जाना जाता था, एक ISO 9001:2015 QMS, NABL, ISO/IEC 17025:2005 मान्यता प्राप्त प्रमुख राष्ट्रीय संस्थान है जो देश में पेट्रोकेमिकल्स और संबद्ध उद्योगों के विकास के लिए कौशल विकास, प्रौद्योगिकी सहायता, शैक्षणिक और अनुसंधान (STAR) गतिविधियों के लिए समर्पित है। CIPET की स्थापना भारत सरकार ने 1968 में चेन्नई में की थी। आज, CIPET के देश भर में 42 केंद्र हैं - अहमदाबाद, भुवनेश्वर, चेन्नई, जयपुर, कोच्चि, लखनऊ और रायपुर में 7 पेट्रोकेमिकल्स प्रौद्योगिकी संस्थान (IPT); अहमदाबाद, अगरतला, अमृतसर, औरंगाबाद, बदायूं, बालासोर, भोपाल, भुवनेश्वर, चंद्रपुर, चेन्नई, देहरादून, गुवाहाटी, पीडब्ल्यूएमसी-बोरगाँव, ग्वालियर, हाजीपुर, हल्दिया, हैदराबाद, इम्फाल, जयपुर, कोच्चि, कोरबा, लखनऊ, मदुरै, मुरथल, मैसूर, रायपुर, रांची, वलसाड और विजयवाड़ा में 29 कौशल विकास और तकनीकी सहायता केंद्र (सीएसटीएस) और; एलएआरपीएम - भुवनेश्वर में 3 स्कूल फॉर एडवांस्ड रिसर्च इन पॉलिमर्स (एसएआरपी); एआरएसटीपीएस - चेन्नई और एपीडीडीआरएल - बेंगलुरु और पलक्कड़, तामोड और पारादीप में 3 उप-केंद्र। 05 और केंद्र स्थापना की प्रक्रिया में हैं।

सिपेट:सी.एस.टी.एस.-राँची निविदा दस्तावेज में निर्दिष्ट नियमों और शर्तों के अनुसार पात्र और अनुभवी ओईएम (मूल उपकरण निर्माता) या ओईएम अधिकृत डीलर से ऑनलाइन बोलियां (तकनीकी बोली और वाणिज्यिक बोली) आमंत्रित करता है, जो सिपेट वेबसाइट/GeM पोर्टल पर उपलब्ध है। बोली के लिए यह आमंत्रण बोलीदाता की पात्रता और योग्यता स्थापित करने वाले दस्तावेजों के अधीन सभी के लिए खुला है।

## **SECTION I**

### **A. BID DOCUMENTS**

#### **1. Content of Bid Document**

Instructions for Bidders, Terms and Conditions of Contract, Schedule of Requirements, Technical Specifications, Manufacturer's Authorization Form, Bid Form and Price Schedules, Contract Form, Performance Security Form, Deviation Statement, and Declarations are all included in the bidding documents. It is anticipated that the bidder will review all of the terms, conditions, forms, and instructions included in the bidding documents.

The bidder bears the risk of having their bid rejected if they do not provide all the information requested by the bidding documents or if their bid is not substantially responsive to the bidding documents in every way. A potential bidder who needs any clarification on the bidding documents must get in touch with the buyer in writing at least ten days prior to the bid submission date.

#### **2. Amendment to Bid Document**

The Purchaser may alter the Bidding Documents by amendment at any point before the bid deadline, whether on their own initiative or in response to a clarification that a potential bidder requests.

The buyer has the right to extend the bid date at their discretion in order to give potential bidders more time to consider the revision when drafting their offer. Bidders must regularly check the CIPET website and GeMPortal to stay informed of any updates, amendments, corrections, addenda, or clarifications.

### **B. BIDS PREPARATION**

The following elements must be included in the bid that the bidder prepares:

- i. A price schedule and bid form filled out in compliance with appropriate clauses;
- ii. documentation proving, in compliance with relevant bid clause, that the bidder is qualified to execute the contract should its bid be accepted;
- iii. documentation proving, in compliance with relevant bid clause, that the goods (software, machinery, and equipment) and related services are in compliance with the bidding documents;

### **C. FORM FOR BID**

The bidder must fill out the Bid Form and the relevant Price Schedule included in the Bidding Documents, providing the quantity, prices, country of origin, and a brief description of the items to be supplied.



#### **D. BID PRICE**

Price breakdown information must be reported using the format specified in this section/ Bid Document. The unit pricing and total bid prices of the items the bidder intends to supply under the contract must be noted on the price schedule that is attached to these documents. The cost of the equipment according to the technical specifications and standard accessories for the machine's operation, commissioning, installation, warranty, and training for at least three days, as well as packaging, forwarding, and delivery at the destination, should all be included in the price.

#### **E. DOCUMENTS OUTLINING THE QUALIFICATIONS AND ELIGIBILITY REQUIREMENTS FOR BIDDERS**

- i. In accordance with Relevant Clause, if the bid is accepted, the bidder must include documentation proving their eligibility to bid and their suitability to carry out the terms of the contract.
- ii. The Purchaser will be satisfied with the documentary proof of the bidder's eligibility to fulfill the Contract in accordance with Relevant Clause if its bid is accepted.
- iii. that the bidder has been properly permitted (as per the authorization form in Relevant Section ) by the goods manufacturer or producer to supply the goods in India in the event that the bidder offers to supply goods under the contract that the bidder did not manufacture or otherwise produce.
- iv. that if a bidder is not conducting business in India, the bidder is or will be (if an agent in India is successful) prepared and able to fulfill the supplier's maintenance, repair, and spare-parts stocking responsibilities as outlined in the contract's conditions and/or technical specifications.
- v. that the bidder satisfies the requirements listed in qualifying criteria (bidders should provide information on their prior performance and per proforma in Relevant Section) and possesses the financial, technical, and manufacturing competence required to fulfill the Contract.
- vi. The performance, timeliness, and quality of the supply and services shall be taken into consideration as qualifying criteria if the bidder has already given or received an order to deliver any machinery or equipment to CIPET or any government agency.

#### **F. DOCUMENTS DETERMINING THE ELIGIBILITY OF GOODS AND THEIR COMPLIANCE WITH BIDDING DOCUMENTS**

- i. The papers proving the eligibility and conformance to the Bidding papers of any goods and services the bidder intends to supply under the Contract must be included in the bid.
- ii. The Price Schedule's mention of the goods and services' nation of origin, which is verified by a certificate of origin at the time of shipment, serves as the documentary proof of the eligibility for the goods and service.
- iii. Documentary proof that the goods and services meet the requirements of the bidding documents might be in the form of statistics, drawings, or literature and must provide:
  - a. a thorough explanation of the product's primary technical and performance attributes;
  - b. A list of all the spare parts, special tools, etc., along with their current pricing and sources, may be given as an extra expense and taken into consideration if necessary; and a statement of deviations and exceptions to the technical specifications' provisions (as per the deviation statement in section Annexured) or a clause-by-clause commentary on the buyer's technical specifications showing the goods and services' significant responsiveness to those specifications
- iv. For the purposes of the commentary, the bidder must state that references to brand names or catalogue numbers that the buyer designates in its technical specifications, as well as standards for workmanship, material, and equipment, are meant to be descriptive merely and not restrictive. Alternative standards, brand names, and/or catalogue numbers may be used by the bidder in its bid as long as it can convince the buyer that the replacements are at least as good as those included in the technical specifications.

#### **G. TIME FRAME FOR BID VALIDITY**

- i. Bids will stay in effect for 120 days from the date the buyer specifies for the bid opening. The buyer may reject an offer that has a shorter validity term as non-responsive.
- ii. In extraordinary situations, the buyer may ask the bidder for permission to extend the validity period. Both the request and the answers must be submitted in writing (e.g., via email, fax, or cable). The bid security is not lost if the bidder declines the request. It is neither necessary nor allowed for the bidder who grants the request to change its offer.

#### **H. BID SUBMISSION**

- I. The offer should be divided into two sections, namely the "TECHNICAL BID" and the "COMMERCIAL BID." The following should be the content of both bids:



a. The following should be included in the technical Bid: -

1.	Certificate of Registration for GST
2.	Auditor Certificate confirming the Turnover for the past three years 2022-23,2023-24 & 2024-25 (Separate One page Auditor Certificate confirming the turnover)
3.	Certificate of Registration for NSIC / MSME / Startup / Others
4.	BOQ / Packing List (each and every part of the equipment & standard accessories to run the machine) – (Section – III)
5.	Technical Specification - (Section - IV)
6.	Authorization certificate from OEM (If not a Manufacturer for the machine / equipment) - (Section - V)
7.	Bid Form and price schedule (Section VI)
8.	Contract Form - (Section - VII)
9.	Performance Security Form – (Section – VIII)
10.	Technical Compliance sheet with supporting Technical Catalogue / Brochures / Leaflet clearly mentioning the Model number, name of equipment and technical details
11.	Qualification Criteria (Section – IX)
12.	Any other information which the bidder would like to state about the technically of the equipment

b. The following should be included in the commercial bid:-

The Price bid should be sent in the format specified in section relevant clause under section H. The cost of the equipment according to the technical specification, standard accessories for the machine's operation, commissioning, installation, warranty, and training for a minimum of three days, packaging, forwarding, and delivery to the CIPET User Centres

- i. Only Indian Rupees (INR) should be used in the quotation.
- ii. Bids with conditions won't be accepted. All bidders must abide by the final condition set forth by CIPET.

II. Bids may be rejected if they do not contain the statements listed in (a) and (b);



- III. Without providing a justification, CIPET retains the right to accept or reject any or all tenders, in whole or in part.
- IV. If required, the bidder's letterhead shall be used to type and upload the Proforma of Annexures (Sections) in the bidding document.
- V. The price schedule must be presented in the format specified under the bidding document's pricing schedule.
- VI. The included Deviation Statement must be properly completed and sent in with the Bidding Document.
- VII. Quotes will be immediately rejected if they are submitted without a pricing schedule and a deviation declaration in the format we provide.
- VIII. The MSME/NSIC certificate should be presented since the Public Procurement Norms for Startups and Micro & Small Businesses on Prior Experience - Prior Turnover Criteria are applicable.
- IX. Relaxation of past Turnover and Experience: CIPET retains the authority to loosen the requirements for start-up businesses' past turnover and experience, provided that quality and technical requirements are met. In this case, the Procuring Entity's decision is definitive.
- X. In accordance with GFR-2017 Rule 153(iii), "Make in India" will be prioritized in procurement.
- XI. Prohibition of Bidders from Nations Adjacent to India: as per the Department of Expenditure, Ministry of Finance, Government of India This tender is subject to OM No.6/18/2019-PPD dated 23/07/2020 and its follow-up orders dated 23.07.2020 and 24.07.2020.

#### **I. SELF-CERTIFICATION WITH THE "MAKE IN INDIA" PREFERENCE POLICY**

In addition to submitting the self-certification form (format specified in section relevant clause under section H ), bidders can review the general terms, definitions, and government directives that apply to local content and the specified tender conditions. A bidder who has a business agreement with a company from a nation or group of nations for the purpose of defending India or issues closely associated with it, such as national security. Their bid will not be taken into consideration in accordance with OM No. F.7/10/2021-PPD.

#### **J. THE INTEGRITY PACT:**

The Integrity Pact envisions a contract in which the buyer and the potential vendor/bidder agree that neither party's representatives will corruptly influence any component of the transaction. When the contract surpasses the Rs 14.00 lakhs threshold value for the fiscal year 2025-2026, the bidder will be required to sign the Integrity Pact Agreement.



All bidders must sign the Integrity Pact (format specified in section relevant clause under section H). Bids will be denied if an Integrity Pact is not signed.

**K. TERMINATION FOR DEFAULT:**

The Purchaser may end the Contract in whole or in part by sending the Supplier a written notice of default, without affecting any other remedies for breach of contract:

- i. If, within the time frame stated in the order or within any extension given by the buyer, the supplier does not deliver some or all of the goods; or
- ii. In the event that the Supplier breaches any additional duties outlined in the Contract.
- iii. If, in the Purchaser's opinion, the Supplier used dishonest or deceptive tactics to compete for or carry out the Contract.

For this Clause's purposes:

- a. The term "corrupt practice" refers to the offering, providing, receiving, or requesting of anything of value in order to sway a public official's decision during the contract execution or procurement process.
- b. "Fraudulent practice" refers to the fabrication of information to affect a contract's execution or the procurement process in a way that is detrimental to the borrower; it also includes collusive bidders (before or after submitting a bid) that aims to set bid prices at artificially low levels of competition and deny the borrower the advantages of free and open competition;
- c. In the event that the Purchaser terminates the Contract in whole or in part, the Purchaser may purchase similar goods or services on terms and in a manner that it determines appropriate. The Supplier will be responsible for any excess costs incurred by the Purchaser for such comparable goods or services. To the extent that the contract is not terminated, the supplier will nevertheless continue to perform.

**L. FORCE MAJEURE:**

If and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default. i. For the purposes of this clause, "Force Majeure" refers to an unforeseen incident that is out of the Supplier's control and does not involve the Supplier's fault or negligence. Events such as wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes, and acts of the Purchaser in its sovereign or contractual authority are examples of such occurrences.



In the event of a Force Majeure event, the Supplier will quickly provide the Purchaser with written notice of the conditions and the reason for them. The Supplier will continue to fulfill its duties under the Contract to the extent that it is reasonably possible, unless the Purchaser instructs it in writing. It will also look for any reasonable alternative means of performance that are not hindered by the Force Majeure event.

#### **M. MANUALS AND DRAWINGS:**

- i. The Supplier must provide operation and maintenance manuals prior to the Purchaser assuming possession of the items and equipment. These must include enough information to allow the buyer to operate, maintain, modify, and fix every component of the project as specified.
- ii. The Manuals must be in the English language, which is the governing language, and in the format and quantity specified in the contract.
- iii. The goods equipment will not be deemed finished for the purposes of taking over until the buyer has received the manuals and drawings, unless otherwise agreed.

#### **N. TAXES**

Until the agreed goods are delivered to the buyer, suppliers will be solely liable for all taxes, tariffs, license fees, octroi, road licenses, etc. However, if specified in the order, GST and other fees related to the transaction between the buyer and the supplier will be paid in addition.

#### **O. THE CLOSING DATE FOR BIDS**

By amending the Bid Documents in accordance with Relevant Clause, the Purchaser may, at its discretion, extend the deadline for bid submission. In this case, all rights and obligations of the Purchaser and Bidders that were previously subject to the deadline will now be subject to the extended deadline.

#### **P. ASSESSMENT AND CONTRAST OF OFFERS**

The bids that were previously deemed to be significantly responsive will be assessed and contrasted by the buyer.

- i. The base price and the cost of incidental charges, such as installation, commissioning, and training, as well as the spare parts and accessories required for the machinery and equipment to operate well, will be taken into consideration when the buyer evaluates a bid.
- ii. CIPET retains the right, without providing a justification, to accept or reject any or all tenders, in whole or in part.

- iii. Conditional bids on any case will not be taken into account.

#### **Q. CONTRACT AWARD**

- i. Post-qualification: To the satisfaction of the buyer, the bidder who submitted the lowest evaluated responsive bid will be chosen as the one who can fulfill the contract.
- ii. The decision will consider the technical, financial, and production capabilities of the bidder. It will be predicated on an analysis of the documentary proof of the bidder's qualifications that the bidder supplied in accordance with Clause 8, along with any other data that the buyer feels is required and suitable.
- iii. Before awarding the contract to the bidder, an affirmative decision will be required. The bidder's bid will be rejected in the event of a negative determination.
- iv. The buyer's ability to change quantities at award. The number of products and services listed in the Schedule of Requirements may be increased or decreased by the Purchaser at the time of contract award, without affecting price or other terms and conditions. For ordering purposes, the offered amount may be altered by 25 (25%) percent if necessary.
- v. The right of the buyer to accept or reject any or all bids. At any point before the contract is awarded, the buyer retains the right to accept or reject any bid, call off the bidding process, and reject all bids without having to notify the affected bidder or bidders of the reasons behind the buyer's decision or incur any liability to them.

#### **R. PERFORMANCE SECURITY**

The successful bidder must deliver the performance security in line with the terms of the contract using the Performance Security Form included in the bidding documents within 15 days of receiving the buyer's notification of the contract award.

In order to protect the buyer's interests in every way, performance security can be provided in the form of insurance surety bonds, account payee demand drafts, fixed deposit receipts from commercial banks, bank guarantees from commercial banks, or online payments in an acceptable format.



## **SECTION - II. TERMS AND CONDITIONS OF CONTRACT**

1. The terms and conditions of the contract shall override GeM terms and Conditions where ever applicable.

2. CIPET: CSTS, Ranchi, Hehal, Ranchi, India is the buyer.

### **3. Deposit for Performance and Security**

- i. The Supplier shall provide the Purchaser with performance security for 5% of the contract value within 15 days of receiving the Purchase Contract. This security will be valid for 60 days following the date on which the performance obligations, such as supply, installation, and warranty obligations, are completed.
- ii. In order to protect the buyer's interests in every way, performance security can be provided in the form of insurance surety bonds, account payee demand drafts, fixed deposit receipts from commercial banks, bank guarantees from nationalized or commercial banks, or online payments in an approved format.
- iii. A demand draft payable in Ranchi, in favor of CIPET.
- iv. Within 60 days after the Supplier has fulfilled all of its performance obligations under the Contract, including any warranty obligations, the Purchaser will release the performance security and return it to the Supplier.

### **4. Documents and Delivery**

- i. Regarding Imported Items
- ii. Three copies of the supplier's invoice, including the original, which includes the goods' description, quantity, unit price, and total amount.
- iii. Three copies of the non-negotiable bill of lading and the original, clean, on-board bill of lading with the freight prepaid mark are included.
- iv. Five copies of each package's packing list that lists its contents.

### **5. Certificate of Insurance.**

- i. The guarantee certificate from the manufacturer or supplier.
- ii. The Certificate of Origin and the factory inspection report from the supplier, as well as the inspection certificate issued by the designated inspection agency.
- iii. Relevant documents for pre-delivery inspection and dispatch clearance with a range of parameters (Quality assurance check documents).

- iv. Customs clearance: The supplier is in charge of completing the customs clearance process and delivering the goods to the appropriate location.

6. For Domestic Goods:

- i. Original and three copies of the supplier's invoice containing the goods' description, quantity, unit price, and total amount are required for domestic goods.
- ii. The consignee(s) CIPET Center's acknowledgement of receipt of the items;
- iii. The guarantee certificate from the manufacturer or supplier;
- iv. The inspection certificate from the designated inspection agency and the factory inspection report from the supplier.
- v. The origin certificate, and vii. Prior notification and coordination with the appropriate CIPET centers for the pre-delivery inspection at the location of the original equipment manufacturer or supplier.
- vi. The Purchaser must receive the aforementioned documentation prior to the items' delivery (unless the goods are delivered straight to the consignee with all paperwork), and the supplier will be liable for any resulting costs if this is not the case.

7. Pre Delivery Inspection (PDI):

- i. CIPET officials will conduct the PDI at the supplier site after receiving confirmation from the supplier that the equipment is ready. The scope of the PDI includes demonstrating the equipment and machinery's working condition as well as examining standard accessories, spare parts, etc., in accordance with the technical specifications of the tender. The provider must notify the appropriate CIPET centers well in advance of the equipment or machinery being ready for PDI.
- ii. If, for any reason, PDI is not performed on any equipment at the supplier site, it will be performed at CIPET prior to installation.
- iii. Should anything go wrong or be damaged while transporting supplies and equipment from the equipment's place of origin to the installation site, the supplier must replace them right away, at his own risk, with new supplies and equipment. The supplier would work with the insurance company to resolve his claim whenever it is convenient for him. In any way, CIPET will not be responsible for any losses.

8. Unexpected Services



The following services will be provided, and the contract price will cover their costs:

- i. All equipment is fully assembled.
- ii. All equipment is put into service. This covers both the trial run and the proof test.
- iii. Providing comprehensive maintenance and operation manuals for every suitable unit of provided goods:
- iv. Providing one set of comprehensive maintenance and operational manuals.
- v. Setting up the item's relocation to the final installation site on CIPET property at the supplier's expense via their Indian agents.

#### 9. 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.

#### 10. Warranty/Guarantee

- i. 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.
- ii. 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.
- iii. The Purchaser shall promptly notify the Supplier, in writing, of any claims arising under this warranty.
- iv. 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.
- v. 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.

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

vii. 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/email is made or letter is written) shall not exceed 96 hours.

11. Payment

- i. Payment of contract shall be made in the INR.
- ii. 100% payment will be released after making statutory deductions if any i.e. TDS U/s 194Q and TDS on GST on supply, etc, installation and final acceptance after commissioning at site and submission of claim supported by the acceptance certificate issued by the Purchaser's Representative.
- iii. In case PDI is not conducted for any equipment at supplier site, for any reason, PDI will be conducted at CIPET before installation.

12. Prices

Prices payable to the supplier as stated in the contract shall be firm and not subject to any adjustment expect LD clause if any, TDS U/s 194Q and TDS on GST.

13. 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.

#### 14. Resolution of Disputes

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

If any dispute(s) or difference(s) of any kind whatsoever arise between the Parties hereto in connection with or arising out of this Contract, the Parties hereto shall negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute(s) or difference(s) arose, such dispute(s) or differences shall be settled under the provisions of The Arbitration and Conciliation Act, 1996. The existence of any dispute(s) or difference(s) or the initiation or continuance of the arbitration proceedings shall not permit the Parties to postpone or delay the performance by the parties of their respective obligations pursuant to this Contract.

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

#### 15. 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) formerly known as Central Institute of Plastics Engineering & Technology (CIPET),  
CIPET CSTS RANCHI,  
Hehal,  
Ranchi- 834005. (INDIA)

#### 16. Supplier Integrity

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.

#### 17. Supplier Obligation

- i. 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.
- ii. 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.

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

#### 18. Technical Documentation

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.

#### 19. 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. Each case should be decided on merits and the decision for recovery of LDs or risk purchase expenditure should be taken on merit.



**SECTION III. Bill of Quantity / Packing List**  
**(To be declared)**

**SECTION IV. TECHNICAL SPECIFICATIONS**

Equipments offered are required to perform as per the specification to meet the relevant standards to comply Technical Support Services and training and should be from the manufacturer's own standard of production, in supply and conforming as near as possible.

The Technical Specification/Compliance sheet is attached in the buyer Specification Document of GEM Bid document. All the bidders has to fill and upload the same for considering the bid in Technical Evaluation.

Technical Catalogue / Brochures / leaflet clearly mentioning the model number,\*Name of equipment and technical details to be uploaded along with Technical Bid.

**(Detailed specification for Individual equipment to be enclosed separately)**

SECTION V MANUFACTURER'S AUTHORIZATION FORM  
(In Letter Head of OEM)

Tender No.....dated.....

To

M/s. Central Institute of Petrochemicals Engineering & Technology (CIPET) formerly known as Central Institute of Plastics Engineering & Technology (CIPET)  
CIPET CSTS RANCHI,  
Hehal,  
Ranchi- 834005. (INDIA)

Dear Sir

Ref: Bid Reference

We ..... who are established and reputable manufacturers of .....having factories at .....and.....do hereby authorize M/s.....  
(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.

The dealer is associated with us from the period \_\_\_\_\_ to \_\_\_\_\_ (DD/MM/YYYY)

We hereby extend our full guarantee and warranty as per clause 7 of the Terms and Conditions of Contract for the goods offered for supply and subsequent maintenance, supply of spares & services in the event of award of contract, 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  
(In Letter Head)

Tender No.....dated.....

To:  
CIPET CSTS RANCHI,  
Hehal, Ranchi- 834005. (INDIA)

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 and 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 5% 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 .....

## SECTION VII. CONTRACT FORM

**THIS AGREEMENT** made the .....day of, .....20.....  
Between **Central Institute of Petrochemicals Engineering & Technology (CIPET)**  
**formerly known as Central Institute of Plastics Engineering & Technology**  
**(CIPET), CSTS RANCHI, Hehal, Ranchi- 834005.** (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) Tender document
- (b) the bid Form and Price schedule submitted by the Bidder;
- (c) the Schedule of Requirements;
- (d) the Technical Specifications;
- (e) terms and Conditions of Contract; and
- (f) 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




**Total Value: in INR**

**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:

CIPET CSTS RANCHI,

Hehal, Ranchi- 834005. (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

### 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/Industries 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/same goods/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, BOQ & Pre-Installation Requirement.
- 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. (as per authorization form in Section V)



### Additional Terms & Conditions (ATC) To be signed and upload in technical bid.

SI.N	Description.
1	The Technical Specification Sheet is attached in the buyer specifications. All the bidders has to fill and upload the same for considering the bid in technical evaluation.
2	Payment –100% on Successful Delivery, Commissioning, Installation, and Training of the machine / equipment. This is in supersession of GeM payment terms & conditions.
3	Upon certification from the Consignee / user centre of successful installation and completion of Purchase Order / Contract, the payment will be done from the centre.
4	The bidders should completely read the ATC & Scope of work, Technical Specification Document of this Bid before participating. This will also a part of Bid Document. All the supporting documents for Qualification criteria in Bid document to be submitted as per Section IX
5	If the Bidder has already supplied / received a order to supply any equipment / machine to CIPET in the last 5 years the performance, timeline and quality of supply and services will be considered as qualifying criteria. If the the P.O is not executed by the supplier after the due date of Delivery period or the equipment / machine supplied to any CIPET centre is not satisfactory, their bids shall not be considered for this Bid evaluation.
6	Warranty: Onsite warranty Mandatory at the Consignee location for the period as specified in the technical Bid sheet. Warranty will be started from the date of Successful installation only.
7	<p>Mandatory Documents to be submitted, filled with seal and sign &amp; upload the same as per the formats provided in the bid document for considering the Bid in Technical Evaluation.</p> <ul style="list-style-type: none"> <li>A. Certificate of Registration for GST – Bidder organization certificate</li> <li>B. Auditor Certificate confirming the Turnover for the past three years 2022-23, 2023-24 &amp; 2024-25 – Separate One page Auditor Certificate confirming the turnover</li> <li>C. Certificate of Registration for NSIC /MSME /Startup – Others if applicable</li> <li>D. Technical Compliance sheet with supporting Technical Catalogue / Brochures / Leaflet clearly mentioning the Model number, name of equipment and technical details.</li> <li>E. Bid Form _ Section VI as per the format in Tender Document.</li> <li>F. Technical Details _ Section IV as per the format in Tender Document</li> <li>G. Authorization certificate from OEM _ If not a Manufacturer for the machine or equipment _Section – V as per the format in Tender Document.</li> <li>H. Submit the Pre installation requirement of the Machinery/equipment and the space required and condition of flooring and any other requirements for installation of the Machinery/equipment.</li> <li>I. Scope of Supply of the equipment / BOQ _ Packing List _ providing part of the equipment and standard accessories to run the machine as per Section – III as per the format in Tender Document.</li> <li>J. Qualification Criteria _ Section – IX- as per the format in Tender Document.</li> <li>K. Bid Security Undertaking – Supplier official letter head (In lieu of EMD).</li> </ul>
8	A Bidder requiring any clarification regarding the Tender Document may ask their representation through GeM portal only and contact to Manager (T) at 0651-2999713 / <a href="mailto:testing-ranchi@cipet.gov.in">testing-ranchi@cipet.gov.in</a> , before 07 days of the deadline for the bid submission. This deadline shall not be extended in case of any intervening holidays.
9	Pre-Delivery Inspection: (i). Prior intimation (minimum two weeks before) and co-ordination with respective CIPET centres for pre-delivery inspection (working condition of the equipment / machinery in all respect as per the technical specification of the Tender) at Original Equipment Manufacturer's / Supplier's site. (ii). Pre Delivery Inspection (PDI) will be conducted at Supplier site in India, by CIPET officials on receipt of confirmation from the supplier on readiness of equipment. (iii)During the PDI, for demonstration of the machine specifications, the raw material has to arrange by the Supplier.
10	The Cost of the equipment should include the components of cost for supply as per the Technical Specification and standard accessories for running of the Machine Commissioning, Installation, Warranty and Training for Min. 3 Days, Packaging, Forwarding and Delivery at the destination CIPET :CSTS-Ranchi centre. The prices break up details as per section to be uploaded in commercial bid only
11	<p>Relaxation in Prior Turnover and Experience: CIPET:CSTS-Ranchi reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality &amp; technical specifications. The decision of the CIPET:CSTS-Ranchi in this regard shall be final.</p> <p>CIPET:CSTS-Ranchi reserves the right to accept or reject any or all tenders either in part or in full without assigning any reasons thereof. No conditional bids on any case will be not considered.</p>
12	<p><b>Performance Security:</b> The contractor has to deposit a demand draft from any Nationalized Bank in favour of the CIPET RANCHI, OR through NEFT</p> <p>Name of Account:- CIPET CSTS Ranchi Holding Account</p> <p>Name of the Branch:- Canara Bank, Ratu Road Branch, Ranchi Jharkhand</p> <p>Account No:- 120028053121</p> <p>Type of Account:- Current A/c</p> <p>IFSC:- CNRB0002514</p>