

F-TENDER

Bidding Document For Supply & Installation Of Universal Double Decker Bottom Cutting & Sealing Machine at CIPET Raipur TENDER NO.CIPET/RPR/SCM/2020-21/01

LAST DATE FOR SUBMISSION OF TENDER: 25/08/2020
CENTRAL INSTITUTE OF PLASTICS ENGINEERING & TECHNOLOGY (CIPET)
(Dept. of Chemicals & Petrochemicals)
(Ministry of Chemicals & Fertilizers, Govt. of India)

Plot No 48, Industrial Area, Near Urkura Railway Station, Bhanpuri, Raipur-493221 (C.G)

E-mail: cipetraipur@gmail.com, raipur@cipet.gov.in

Website: www.cipet.gov.in

Notice Inviting E-Tender

E-Tender No.: CIPET/RPR/SCM/2020/01 Date: 05.08.2020

CIPET Raipur invites E-Tender in two Bid systems (Technical and Financial) from Resourceful and Reliable Manufacturers or their authorized dealers for Supply & Installation of Universal Double Decker Bottom Cutting & Sealing Machine at CIPET, Plot No 48, Industrial Area, Bhanpuri, Raipur with an estimated cost of Rupees Six Lakh Seventy Five Thousand Only.

S. No	E-Tender No. & Date	Name of the Item	Qty	Estimated Cost (Approx.) Rs.	EMD Rs.	Delivery Time	Tender Fees in Rs.	Last Date & Time of online Bid submission
1.	CIPET/RPR/SCM/2 020-21/01 Dated : 05.08.2020	Universal Double Decker Bottom Cutting & Sealing Machine	01	6.75 Lakhs	13,000/-	30 Days	1,000/- (Non- refundable)	25.08.2020 17.30 Hrs.

Interested and eligible bidders may view and download detailed tender documents from CIPET's e-Tender portal www.tenderwizard.com/CIPET, www.cipet.gov.in. All Bids must be submitted through the online portal www.tenderwizard.com/CIPET. However, Bidders are also requested to submit a hard copy of the online Technical Bid duly sealed and signed to the CIPET Raipur, Industrial Area, Bhanpuri, Raipur-493221 on or before- 25.08.2020 up to 17.30 Hrs.

The Tender Fee and EMD will be accepted in the form of Demand Draft/Banker's Cheque drawn on any Indian Nationalized Bank favoring "CIPET Raipur" payable at Raipur and shall be submitted at CIPET Raipur as specified on or before 25.08.2020 up to 17.30 Hrs. in separate sealed cover failing which bids will be summarily rejected. However, a soft copy of the Tender Fee and EMD instruments shall also be uploaded along with the Technical Bid to be submitted online.

Salient information about the E-Tender:

- 1. Mode of submission: ONLINE. No offline Tenders will be accepted.
- 2. **Availability of Tender Documents:** All Bid formats (Technical & Financial) are available ONLINE at CIPET's e- Tender portal www.tenderwizard.com/CIPET, www.cipet.gov.in. The registered vendors can download the Bids from these websites.
- 3. **Who can participate for this e-Tender:** The registered vendors of CIPET through <u>www.tenderwizard.com/CIPET</u> can only participate in this tender process.
- 4. How to register by a vendor:
 - (a) The prospective bidders have to register with CIPET through the E-tender portal of CIPET at www.tenderwizard.com/CIPET by Online Payment As Applicable to M/S. KEONICS LTD. On completion of the registration process, the bidders will be provided user ID and password. After receipt of User ID & Password, Bidders can log on at our e-Tender portal for downloading & uploading tender documents.
 - (b) Tender Documents Fees of Rs. 1,000/- is Payable to CIPET, Raipur in the form of Demand Draft from any Nationalize Bank not drawn before the Date of Releasing of NIT.
 - (c) Processing Fees as applicable payable Online separately to M/S. KEONICS LTD.
- 5. **Is there any device requirement for participation in e-**Tender: **Yes,** Bidders should have valid Class 3 Digital Signature Certificate (DSC) device for participating in e-Tender. For integrity of data and its authenticity/non-repudiation of electronic records and to be compliant with IT Act2000, it is necessary for each user to have a Digital Certificate (DC), also referred to as Digital Signature Certificate (DSC) of Class-III issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer http://www.cca.gov.in].

6. Contact details for e-Tender related issue:

Name of the Service Provider: KEONICS				
Contact Person	Telephone/E-mail	Remarks		
Local Representative of		For, Vendor registration/		
KEONICS (Raipur)	Mobile: 08305920951	DSC/any other issue regarding		
1. Mr. Mohan Soni	Email: twhelpdesk466@gmail.com,	e-Tender Process, please contact KEONIS as the details		
KEONICS's Helpdesk:		given in the previous Columns.		

- 7. Bidders are hereby advised that all the documents to be submitted online are kept scanned and converted to PDF format in a separate folder on their computers before starting online submission. The schedule of rate (Excel Format) may be downloaded and rates may be filled appropriately in this format only. This file may also be saved in a separate folder on your computer.
- 8. While uploading/submitting the documents, it should be ensured that the file name should be the name of the document itself.
- 9. All pages of Tender documents with Addenda/Corrigenda (if any) must be signed with proper official stamp and date by the Bidders / or authorized power of attorney holders at the lower right hand corner.
- 10. Bidders are advised to **visit CIPET's e-Tender portal regularly for any Addenda/Corrigenda** (if any) with regard to the e-Tender for which no separate paper advertisement will not be published.
- 11. Last date of online submission of Tender bid: 25.08.2020 up to 17.30 Hrs.
- 12. **EMD and Tender Fee** must be in approved mode and Duly Signed & Sealed in separate cover along with filled Technical Bid and with necessary enclosures shall be submitted in physical form (hard copy) in person/by speed post on or before **25.08.2020 up to 17.30 Hrs.** at CIPET, Raipur. Non receipt of which the Tenders are liable for rejection.
- 13. Date & Time of Technical Bid Opening: 26.08.2020 at 12.00 Hrs.
- 14. Newspaper has published in Patrika Newspaper(Chhattisgarh Edition) on Dt.05.08.2020.
- 15. Date & Time of Financial Bid Opening: Technically qualified bidders will be intimated the date & time after technical bid evaluation through the e-Tender portal.
- 16. Venue for Opening Bids: CIPET Raipur, Plot No 48 Industrial Area, Bhanpuri, Raipur-493221

17. Eligibility Criteria:-

1. Age of the Firm : More than 03 Years as on 03.08.2020.

2. Average Annual Turnover : Rs. 12 Lakh & above in last three financial year

(2016-17, 2017-18 & 2018-19)

3. Individual Work/Purchase Order: Experience of executing similar works for supply & installation of Universal

Double Decker Bottom Sealing & Cutting Machine to Corporate Offices/Institutions/Central Autonomous Body/Central Public sector undertaking/others etc. during the last 3 financial years (2017-18, 2018-19)

& 2019-20). Please enclose copy of work/purchase orders.

4. Capabilities & Capacity : The participant: manufacturer having own manufacturing

Units or their authorized dealer can only participate. Proof of Manufacturing is to be attached. Client may also visit and inspect the Manufacturer set up as deemed fit. Either the authorized Selling Agent / Dealer / Distributor on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously

for the same item/ product in the same tender.

CIPET reserves the absolute right to accept/reject any or all bids at any stage of the tender process without assigning any reason whatsoever.

LETTER

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To,
The Director & Head CIPET, Raipur,
Plot No 48 Industrial Area,
Bhanpuri, Raipur-493221
Dear Sir,

Subject: Proposed Work for Supply & Installation of Universal Double Decker Bottom Cutting & Sealing Machine at CIPET-Raipur Centre.

I/we the undersigned having carefully gone through and clearly understood the plans, specifications, articles of agreement and conditions of the contract for above mentioned work do hereby tender to execute and complete the whole of the work in accordance with the said plans and specifications and conditions of Contract at rates set out in the priced schedule of quantities attached hereto.

I/we agree to finish the whole of the work as provided in the thereto.

I/we have deposited as Earnest money **Rs. 13,000/**- in your office which amount is not to bear any interest and I/we do hereby agree that this sum shall be forfeited by you in the event of your accepting my/our tender and failing to execute the Contract on my/our part when called upon to do so.

It is understood that the lowest or any other tender will not necessarily be accepted and that no reasons shall be given for such non-acceptance.

I/we agree to keep my/our offer for a period of six months.

Yours Faithfully,

[Signature & Seal rubber stamp]

Date: _____

Place:

SECTION: I

1. INSTRUCTIONS TO BIDDERS

INTRODUCTION

Government of India established Central Institute of Plastics Engineering & Technology (CIPET) in 1968 with the assistance of United Nations Development Programme (UNDP) at Chennai. The main objective of setting up of the institute was to develop manpower in different disciplines of Plastics Engineering & Technology as no similar institute was in existence in the country. International Labour Organization (ILO) served as the executing agency. During the initial project period between 1968 and 1973, the institute achieved the targets envisaged and was rated as one of the most successful UNDP projects implemented worldwide. Today 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 32 locations.

CIPET stands tall not only as a premier institute in the country but also emerged as a global institution renowned for its research & development in the niche areas of Polymer Science & Technology and high quality Education & Skill development in the field of plastics. CIPET has been accredited with ISO 9001:2008 QMS, ISO/IEC - 17025, ISO/IEC - 17020 certification on Design, Development and Conduct of specialized training courses in Plastics Engineering & Technology and rendering technical /consultancy services in design, tooling, plastics processing & testing for the benefit of plastics & allied industry. Besides, STAR activities, CIPET also plays pivotal role in generating employment opportunities especially for unemployed and underemployed youth, promoting entrepreneurs though various skill development training programs.

Headquartered in Chennai, CIPET has centers at Ahmedabad Amritsar, Aurangabad, Agartala Baddi, Balasore, Bengaluru, Bhopal, Bhubaneswar, Chandrapur Chennai, Gurgaon, Guwahati, Gwalior, Hyderabad, Hajipur, Haldia, Imphal, Korba, Kochi, Lucknow, Madurai, Murthal, Mysore, Raipur, Ranchi, Valsad and Korba. All the state-of-the-art centers are equipped with excellent infrastructure facilities in the areas of Design, (CAD/CAM/CAE), Tooling & Mould Manufacturing, Plastics processing, Testing and Quality Assurance with plan fund support from Government of India. The infrastructure facilities in terms machinery, equipments and technology are continuously upgraded and modernized in tune with needs of plastics & allied industries.

A unit of CIPET has been established in the city of Raipur situated in the fertile Land of Chhattisgarh the "rice bowl of India", in September 2015 with the joint efforts of Govt. of India & Govt. of Chhattisgarh with a special focus to provide the academic and employment oriented skill development training to the Unemployed/underemployed youth of Chhattisgarh & to provide the Technology Support Service in the areas of design, tooling, plastics processing and testing and quality assurance in India and abroad. CIPET has been in the forefront of strengthening the technological capabilities and has been constantly building capacities and leveraging its expertise, caliber and skill sets to meet the emerging and evolving needs of the industries.

CIPET works in close liaison with industries to implement its initiatives in the areas of Polymer and allied industries in accordance with the environmental policies of the country. CIPET's sustained efforts in creating awareness on environmental issues towards plastics and plastics waste management has been very well received by the industry

A. THE BIDDING DOCUMENTS

2. Content of Bidding Documents

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;
- (f) Contract Form;
- (g) Performance Security Form;
- (h) Deviation Statement;

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

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.

The amendment will be notified in writing or by telex or cable to all prospective Bidders who have received the Bidding Documents and will be binding on them

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 OFBIDS

4 Documents Comprising the Bid

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. BidPrices

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.

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.

Agents and service facilities in India:

If a foreign bidder has engaged an Indian agent, it will be required to give the following details in the offer:

- (i) The name and address of the local agent;
- (ii) What service the agent renders; and
- (iii) The amount of remuneration for the agent included in the offer.

7. Documents establishing Bidder's Eligibility and Qualifications

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.

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

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.

The documentary evidence of the goods and services eligibility shall consists 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.

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., necessary for the proper and continued functioning of the goods for a period of two years, following commencement of the goods used by the purchaser; 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)

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

Bids shall remain valid for 180 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.

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 (or by cable or fax or e.mail). A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request is not be required or permitted to modify its bid.

10. Submission of Bids

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

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

- 1. Detailed specification of the base equipment along with the specification of accessories, which are included in the Base unit.
- 2. Deviation Statement
- 3. Product Literature
- 4. Proforma for Performance Statement
- 5. Qualification Criteria
- 6. List of spare parts included (without quoting the price) (the acceptance and rejection of spare parts will be at sole discretion of CIPET)

- 7. List of optional accessories with their technical specification. (without quoting the price)
- 8. Manufacturer's Authorization Form
- 9. Bid Form
- 10. Any other information which the bidder would like to state about the technically of the equipment.
- (b). The cover named "FINANCIAL BID" should include the following:-
 - 1. Statement showing the price of the each items of spare parts which is mentioned in the Technical Bid (the acceptance and rejection of spare parts as per requirement will be at sole discretion of CIPET)
 - 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. CIPET reserves the right to accept or reject any or all tenders either in part or in full without assigning any reasons thereof.

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

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

"The Director & Head, Central Institute of Plastics Engineering & Technology, Apparel Park, Industrial Area, Bhanpuri, Raipur-493221, Chhattisgarh."

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

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

Price Schedule should be submitted in the prescribed format given under price schedule of the Bidding Document.

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.

Quotes received without price schedule, and deviation statement as per our prescribed format, will summarily be rejected.

Relaxation of Norms for Startup and Micro & Small Enterprises in Public Procurement on Tender Fee, 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

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

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 the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

D. AWARD OF CONTRACT

14. Post qualification

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.

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.

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 15 days of the receipt of Notification of award of Contract from the Purchaser, the successful Bidder shall furnish the performance security amount of 5% of contract value in accordance with the Conditions of Contract, in the Performance Security Form provided In the Bidding Documents .



SECTION - II. TERMS AND CONDITIONS OF CONTRACT

- 1. The following are the Terms and Conditions of Contract.
- 2. Definitions
- (a) The purchaser is: CIPET, Plot No 48 Industrial Area, Bhanpuri, Raipur-493221
- (b) The Supplier is

3. Performance Security

Within 15 days after the Supplier's receipt of Purchase Contract, the Supplier shall furnish performance security to the Purchaser for an amount of 5% of the contract value valid up to 60 days after the date of Completion of performance Obligations including warranty obligations.

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

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

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

4. Delivery and Documents

- (a) For imported Goods
 - (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.

(b) For Domestic Goods:

Original and Three copies of:

- (viii) Copies of the Supplier invoice showing Goods description, quantity, unit price, total amount.
- (ix) Railway receipt / Acknowledgement of receipt of goods from the consignee(s);
- (x) Manufacturer's /Supplier's guarantee Certificate;
- (xi) Inspection Certificate issued by the nominated inspection agency and the Supplier's factory inspection report.
- (xii) Certificate of origin and
- (xiii) Document evidence for sales tax/octroi etc., wherever applicable, bearing seal of office of issue indicating payments made extra.

The above documents shall be received by the Purchaser before arrival of the goods (expect 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 and establishment of Letter of Credit.

7. Warranty/Guarantee

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.

This warranty/guarantee shall remain valid as per terms & condition given in technical specification 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.

The Purchaser shall promptly notify the Supplier, in writing, of any claims arising under this warranty.

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.

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.

The Supplier must provide the following warranties:

- (a) The equipment proposed is Complete in every way
- (b) The hardware/software specification, Capabilities and performance characteristics are as stated in the bidder's proposal and accompanying documentation.
- (c) The supplier will offer to the Purchaser all technological updates, cost reductions and facilities, which are offered to other clients, in India, during the Contract tenure.

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

The MAINTENANCE SERVICE shall be as follows.

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

8. Payment

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

(i) On Receipt of Goods: 90% of the Contract Price for supply of Goods received shall be paid within 30 days of receipt of goods at the destination and submission of claim supported by the Acceptance Certificate issued by the Purchaser's representative.

(ii) Erection of Goods and Final Acceptance after commissioning at site: 10% of the Contract price for supply and 100% cost for erection./commissioning and other incidental services, on completion of erection and commissioning of Goods/ Equipments at site and other service certificate issued by the Purchaser's representative.

9. Prices

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

10. 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.

11. 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 contrast is issued.

12. Notices

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier. Purchaser: "Central Institute of Plastics Engineering & Technology, Apparel Park, Industrial Area, Bhanpuri, Raipur-493221, Chhattisgarh."

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

13. Supplier Integrity

13.1 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

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.

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

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

17. Liquidated Damages:-

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

SECTION III.SCHEDULE OF REQUIREMENTS						
Brief Description	Qty.	Delivery Schedule				

<u>Section IV.Technical specification of Universal Double Decker Bottom Cutting & Sealing Machine:</u>

Technical specifications*:

- 1. Servo driven automatic control system unit and conveyor with preset auto stop.
- 2. Main motor and unwinding motor with AC speed variable drive.
- 3. Conveyor with gear box and motors.
- 4. Digital temperature controller.
- 5. Suitable for HM, LDPE, LLDPE, PP film tubes etc.
- 6. Cutters should be made of high carbon alloy steel for high speed and heavy duty application.
- 7. The Body and the structure of the machine should be made from heavy duty MS plate and cast iron base for dampening the vibration.
- 8. Teflon coated sealing roll and synthetic coated rubber roller should be used.
- 9. Standard parts and accessory of the machine such as bearings, drives, AC motor, servo motor, and temperature controller should be used from reputed leading manufacturers such as ABB, ZKL, ACPL, OMRON etc.
- 10. Maximum cutting & sealing width: 20 (inches).
- 11. Maximum cutting length: 50 (inches).
- 12. Machine stroke per minute: 20-100/min.
- 13. Sealing base: single and double seal.
- 14. Automatic bag length adjustment.
- 15. Steel table for stacking of bags.
- 16. Static discharge device.
- 17. Suitable for: Aprrox. 80 micron film thickness.

SECTION V MANUFACTURER'S AUTHORIZATION FORM

	Nodated
Appare Indust	entral Institute of Plastics Engineering & Technology el Park, rial Area,Bhanpuri r-493221, Chhattisgarh.
Dear Si	ir Ref: BidReference
We	who are established and
reputa	able manufacturers ofhaving factories at
	do hereby authorize
M/S	
(Name	e and address of Agents) to bid, negotiate and conclude the contract with you
agains	t the above Bid.
No cor	npany or firm or individual other than
M/S	are authorized to bid, negotiate and
conclu	de the contract in regard to this business against this specific Bid.
We he	reby extend our full guarantee and warranty as per clause 8 of the Terms and
Condit	ions of Contract for the goods offered for supply against this invitation for bid by
the abo	ove firm.
	Yours Faithfully,
	(Name) for and on behalf of M/S (Name of Manufactures)
Note:	This letter of authority should be on the letterhead of the manufacturing 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:
m.	Contract No:
To: M/S. Central Institute of Plastics Engineering & Technology Apparel Park, Industrial Area,Bhanpuri ,Raipur-493221, Chhattisgarh.	
Gentlemen:	
Having examined the Bidding Documents including Addenda No receipt of which is hereby duly acknowledged, we, the undersigned, (Description of Goods and Services) in conformity with the said B sum of (Total Bid Amount in Words and Figures) or such other sum accordance with the schedule of prices attached herewith and made p	offer to supply and deliver Bidding Documents for the as as may be ascertained in
I/We have examined the details of the equipments to be supplied ar conditions of contract and the specification /drawings with all stagreed to comply.	<u> </u>
We undertake, if our bid is accepted, to commence delivery with complete delivery of all the items and perform incidental services a within (Number) days calculated from the date of receipt of your No of Credit.	as specified in the Contract
If our bid is accepted, we will obtain the guarantee of a bank in a su the Contract Price for the due performance of the Contract.	um not exceeding% of
We agree to abide by this bid for a period of (Numbers) days from opening under Clause 9 of the Instruction to Bidders and shall remay be accepted at any time before the expiration of that period.	
Until a formal Contract is prepared and executed, this bid, tog acceptance thereof and you notification of award, shall constitute a us.	-
We understand that you are not bound to accept the lowest or any bid Dated thisday of20	d you may receive.
Signature:	
(in the capacity of):	
Duly Authorized to sign bid for and on behalf of	

SECTION VII. CONTRACT FORM(On 500 Rs Stamp Paper)

THIS AGREMENT made the	day of,	20
Between Central Institute of Plastics Engineering	-	
Area, Bhanpuri, Raipur-493221 (hereinafter "the Pu	archaser") of one	part and (Name of
Supplier) of (City and Country of Supplier) hereinaft	er " the Supplier"	of the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

Total Va	lue 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 Pu	rchaser)			
	oresence of :eserce						
			the Su	pplier)			
in the p	presence of :						

SECTION VIII. PERFORMANCE SECURITY FORM

Central Institute of Plastics Engineering & Technology,

Apparel Park, Industrial Area, Bhanpuri,

To,

Raipur-493221, Chhattisgarh. 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. Signature and Seal of Guarantors Date Address :.....

SECTION IX

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

QUALIFICATION CRITERIA

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

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

	Si	gnature and seal of the Bidd	er					
	SECTION X							
PROFORMA FOR DEVIATION STATEMENT								
	PROFURN	AA FUR DEVIATION STA	A LEWIEN I					
	Please see Clause 8.3 (C) of Instructions to Bidders							
Bid Ref No.	Bid Ref No. Date of Opening Time :							
Name of the Firm								
Name of the Equipment quo	oted							
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

SPECIAL TERMS AND CONDITIONS / INSTRUCTIONS TO BIDDER

- The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tender
 Documents. Failure to furnish all information required for the Tender Documents or submission of a
 Tender not substantially responsive to the Tender Documents in every respect will be at the
 Tenderer's risk and may result in rejection of the Tender.
- 2. The purchaser shall not be liable for any expenses whatsoever incurred by the Tenderer in the preparation of the tender whether his tender is accepted or not even if the purchaser opts for complete withdrawal of invitation of Tender.
- 3. Contractor shall be responsible for any defect which may result in poor quality.
- 4. Documentary evidence signed by authorized signatory may be submitted proving that bidder fulfills the criteria as stated in Pre-qualification criteria.
- **5.** Offer should be in two parts Viz., "TECHNICAL BID" and "FINANCIAL BID" and all bids must be submitted through the online portal www.tenderwizard.com/CIPET.
- **6.** Purchase Order shall be awarded to the L1 Party who qualified in Technical Bid.
- 7. Any Tender received by the Purchaser after the deadline for submission of E-Tenders prescribed by the Purchaser, will be rejected. Conditional tender will be summarily rejected without prejudice so tenderers are advise to quote the price as per N.I.T. conditions only.
- 8. Tenders shall remain valid for 180 days after the date of E-Tender.
- 9. The item should be delivered within 30 days time.
- 10. In case of work not completed satisfactory or in case of delay, CIPET shall be free to forfeit the EMD.

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11. The contractor shall employ labour in sufficient number to maintain the required rate or progress and of quality to ensure workmanship.

- 12. The contractor shall pay to labour employed by him wages not less than fair wages as defined in the contract labour (Regulation & Abolition) Act'1970 and Rules made there under.
- 13. The contractor shall comply with the provisions of the payment of wages Act, 1938, workmen's Compensation Act'1923, Industrial dispute Act'1947, Maternity Benefit Act 1961 and Mines Act'1952, E.P.F. & M.P. Act'1952 or any other law relating their to and rules made there.
- 14. The contractor shall indemnify the CIPET, Raipur against any payment to be made under and for observance of the Contract Labour (Regulation & Abolition) Act'1970 and Rules made there under without prejudice to his right to claim indemnity from his sub-contractors.
- 15. The cost of tender document is **Rs. 1,000/-** and Tenderer's is requested to submit the tender fees in the form of Demand Draft drawn in favour of "CIPET Raipur" payable at Raipur on or before **25.08.2020** up to **17.30** hrs. Failing which the tender will be rejected.
- 16. The tenderer shall pay Earnest Money Deposit **Rs.13,000/-** in the form of Demand Draft drawn in favour of **"CIPET Raipur" payable at Raipur** on or before **25.08.2020 up to 17.30 hrs.** The tenders received without the EMD in the prescribed form shall be rejected. The Earnest money of the Unsuccessful tenderers will be refunded within 15 days time from the completion of tender process and issue of work/purchase order.
- 17. The Earnest money of the tenderer shall be forfeited by CIPET without prejudice to another rights or remedies:
- a) If the tenderer withdraws his tender during the period of tender validity specified in the tender document.
- b) If, after acceptance of his tender, the tenderer fails to take up the job.
- c) If, the tenderer fails to sign the contract in accordance with the terms and conditions of the contract.
- d) If, after acceptance of his tender, the tenderer fails to furnish the balance of Security Deposit.
- e) If, after acceptance of his tender, the tenderer fails to commence the work within seven days after receipt of work order to that effect.

The successful tenderer has to furnish a security deposit of 5% of total contract price and the entire security amount shall be retained for 1 year after successful completion/execution of the purchase order. The EMD amount can be adjusted against security deposit. Failure to furnish the security deposit within prescribed period will lead to termination of contract.

18. TDS (Tax Deducted at Source), TDS on GST and other statutory liabilities will be deducted as per

prevailing rules and regulations of the Government, if applicable.

- 19. The Tenderer shall complete the Tender Form and fill the appropriate Financial Bid Furnished in the Tender Documents, indicating for the goods to be supplied, a brief description of the Goods, quantity and prices.
- 20. The Bidder shall indicate on the Financial Bid attached to these documents, the unit prices and total Bid Prices of the goods, proposed to supply under the Contract.
- 21. Financial Bid should be submitted in the prescribed format (Excel Format) given under price schedule of the Tender Document.
- 22. The cost of 500/-Rs stamp paper shall be borne by the party to whom the purchase order shall be awarded.
- 23. The rate quoted by the tenderer should be firm and no escalation on any account whatsoever shall be paid for this work.
- 24. CIPET will notify the successful tenderer in writing by a registered letter / e-mail to be confirmed that his tender has been accepted.
- 25. Tenderer/supplier has to submit original and three copies of the invoice showing goods description, quantity, unit price, total amount for releasing the payment.
- 26. Amount shall be paid for supply & installation of Universal Double Decker Bottom Sealing & Cutting Machine as per actual supply of the quantity according to the specification mentioned in Section IV.
- 27. The suppliers shall be solely responsible for completing the project for Supply & Installation of Universal Double Decker Bottom Sealing & Cutting Machine in the given nos & specification. for CIPET-Raipur Centre.
- 28. The Director & Head, CIPET Raipur reserves the right to accept or reject any tender or all tenders at any time prior to award of contract without assigning any reasons whatsoever and no correspondence shall be entertained in this regard.
- 29. In the case of a dispute or differences arising between the purchaser and Supplier relating to any matter arising out or connected with this agreement, such dispute or differences shall be referred within the Jurisdiction of Court, Raipur (Chhattisgarh)

SECTION: XII

TECHNICAL BID

E-TENDER No.: CIPET/RPR/SCM/2020/01 Dated: 05.08.2020

DESCRIPTION: SUPPLY OF UNIVERSAL DOUBLE DECKER BOTTOM SEALING & CUTTING MACHINE AT CIPET-RAIPUR CENTRE.

SI. No.	PARTICULARS	REMARKS
1.	Name of the Manufacturers/Authorized Dealers	
2.	Complete Postal Address with pin code	
3.	Name of Contact person	
4.	Mobile No.	
5.	e-mail ID	
	Following Documents To Be Scanned and Uploaded In The Website	
	www.tenderwizard.com/CIPET Within The Period of Submission.	
6	The Manufacturer/Authorized Dealers should have valid registration certificate	
	in support of establishment of the firm	
7.	GST No	
8.	Age of Firm: Minimum 03 Years as on 05.08.2020	
9.	Experience of executing similar works for supply & installation of Universal Double	
	Decker Bottom Cutting & Sealing Machine to Corporate	
	Offices/Institutions/Central Autonomous Body/Central Public sector	
	undertaking/others etc. during the last 3 financial years (2016-17, 2017-18 & 2018-	
	19).	
10	The firm should have Average Annual Turnover Rs. 12 Lacs during the last Three	
	financial Years (2016-17, 2017-18 & 2018-19) Enclose copy of Balance sheet and	
	Income Exp./Profit & Loss A/c	
11	Income Tax Return of Three Assessment Years (2017-18, 2018-19 & 2019-20)	
12	Profit & Loss Account of Last three F.Y(2016-17,2017-18,2018-19)	
13	Balance Sheet of Last three F.Y(2016-17,2017-18,2018-19)	
14	Proforma for Performance Statement	
15	Proforma for Deviation Statement	
16	Demand Draft No. & Date for Tender Fees of Rs. 1,000/-	
17	Demand Draft No. & Date for EMD of Rs. 13,000/-	
18	Legal disputes with the clients, details if any	
	(If Nil, give certificate to the effect that no legal Case/dispute is pending in any court	
	against Firm/ its Executives etc. with any party)	
19	Declaration of No Blacklisting by CIPET	
20	Registered in MSME/NSIC	

Date: Seal & Sign. of bidder

SECTION: XIII

PRICE SCHEDULES

Supply & Installation of Universal Double Decker Bottom Sealing & Cutting Machine at CIPET-Raipur centre.

To:

M/s. Central Institute of Plastics Engineering & Technology (CIPET)

Plot 48,Industrial Area Bhanpuri,Raipur

Dear Sir,

Subject: Financial Bid for Supply & Installation of Universal Double Decker Bottom Sealing & Cutting Machine at CIPET-Raipur.

Ref: Your E-Tender No.: CIPET/RPR/SCM/2020/01 Dated: 05.08.2020.

In response to tender enquiry cited above, we are pleased to enclose the following according to the specification mentioned in Section IV as our financial bid for your kind consideration:

S. No.	Description of the Item	Make/ Model	Quantity	Price Per Nos. (Rs.)	Total Amount (Rs.)	
01.	Universal Double Decker Bottom Sealing & Cutting Machine		01			
02	Packing & Forwarding Chargers					
03	Transportation Charges					
04	Installation/Demo Charges					
05	GST%					
Total	Total Amount					

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.